

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@gmail.com>  
**Sent:** Wednesday, August 20, 2014 12:42 AM  
**To:** 'Alan Rose'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; 'William H. Glasko, Esq.'; 'John P. Morrissey'; 'tbernstein@lifeinsuranceconcepts.com'; Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.com)  
**Subject:** RE: Agreement and Orders

### Tracking:

#### Recipient

#### Read

'Alan Rose'

Read: 8/20/2014 6:20 AM

'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

'William H. Glasko, Esq.'

'John P. Morrissey'

'tbernstein@lifeinsuranceconcepts.com'

Read: 8/20/2014 6:21 AM

Caroline Prochotska Rogers Esq.  
(caroline@cprogers.com)

Michele M. Mulrooney ~ Partner @ Venable LLP  
(mmulrooney@Venable.com)

Andrew R. Dietz @ Rock It Cargo USA

Marc R. Garber Esq. @ Flaster Greenberg P.C.  
(marcgarber@verizon.net)

Marc R. Garber Esq. @ Flaster Greenberg P.C.  
(marc.garber@flastergreenberg.com)

'tourcandy@gmail.com' (tourcandy@gmail.com)'

'Eliot Bernstein (iviewit@iviewit.tv)'

Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.com)

Alan, each successive email you appear to grow more angered at changing your proposed agreement to limit the liability and indemnity to just the school payment issue and the amount of the payment as everyone understood in court, including Judge Colin. I can't believe this is what you are holding up school payments over, your own and Ted's liability and indemnification language, it truly shows whose best interest you and he are acting for, your own!!!! Judge Colin stated in Court, when we discussed the proposed language you were reading into record that the agreement would limit liability and only indemnify parties to the scope and amount of the school payments. You were supposed to include his desire for that in the agreement that you were drafting and we were to agree on and sign that language. In fact, he added language that was nowhere in your document you read in the record and that language did not even appear until your first draft sent to me. Also, Brian O'Connell also repeatedly told you that I could not sign anything that released liabilities or indemnified parties that extended beyond the scope of the payments and the amount of the payments but

again you left all these suggestions of his out. So nothing was agreed on in court that was binding and I doubt Judge Colin will rule in your favor on that, especially where the new language is so outside the scope of what we discussed in court, in particular about limiting the liability to the scope of the agreement and limiting the indemnity to the payment amounts that it would be ludicrous for him to go against what he said the agreement should state in court. All the rest of this day has been wasted by everyone chasing your word games. I am happy to present my case to judge Colin, so please let me know if your client is failing to make the payments tomorrow due to your unwillingness to cooperate on issues even you stated everyone is already aware exist but we now agree they are not stated clearly in the document.

The rest of your email is very insulting and attacking and you appear to think I am acting to hurt my children and making all kinds of disturbing claims to further attempt to paper a record or something. This is why I again urge you to have your counsel contact me regarding all matters going forward. Again, who is your counsel in these matters and the lawsuits so I may contact them forward as I truly think this is going nowhere with you as you seem enraged. I remind you to remind the Trustee that he is being sued by me too, is a Respondent in these matters, is under ongoing investigations and is not qualified legally to serve as Trustee in these matters anymore for numerous reasons he and you are fully aware of. Further we are having upcoming hearings on his removal since he refuses to voluntarily resign knowing of the many reasons as a fiduciary to do so. Remind him that I am suing him and you for far more than legal fees, in the millions of dollars, for a host of civil torts you and he have committed. This appears more a game by you and your client that again wastes everyone's time.

We will not be changing our minds and accepting your faulty and misleading language and leave this up to Judge Colin.

Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Tuesday, August 19, 2014 11:29 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; William H. Glasko, Esq.; John P. Morrissey; tbernstein@lifeinsuranceconcepts.com  
**Subject:** RE: Agreement and Orders

Each succeeding email from you makes less sense than the one before. The transcript will reflect what you said today under oath.

It is becoming apparent that this was all a game by you; that you had no intent to ever sign any agreement and no desire to send your children to this school. It was all an act, despite the fine work of Mr. O'Connell and the efforts of everyone else.

I will fax the Court the draft Orders and the Agreement, with the note that you no longer agree to the orders or to the agreement announced in open court.

I have been asked to advise you that the Trustee reserves the right to seek to have the court impose the fees and costs incurred in connection these wasted efforts, and any other unnecessary expenses created or caused by your actions, solely against any distribution made to your family. Please govern yourself accordingly.

I do agree with you on one issue, that there is no point in further discussing this. That said, I will leave open the offer of 8 am for you to sign the Agreement in case you and your wife change your minds.

---

**From:** Eliot Ivan Bernstein [mailto:[iviewit@gmail.com](mailto:iviewit@gmail.com)]  
**Sent:** Tuesday, August 19, 2014 11:09 PM  
**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Alan, I am not approving any orders or any agreement, I have not agreed to anything in court but proposed language that I never saw in a complete document. To now try and force me into an agreement to get your waivers will be further egregious acts of bad faith with unclean hands by both you and Theodore. There has been no agreement as nothing was signed and any orders were dependent on having a signed agreement to the terms discussed in court and those terms were not present in the language you drafted and perhaps the language read into the court. If we have not agreed by tomorrow morning on the language you may tell the judge that we have not reached agreement and you are not making the payments, as we will not accept payments under these terms without the suggested clarifications. I also had no chance to review the transcripts and have no copies of all the documents that were used in court so I am not even sure this language is what was stated in the record and if it were I would still object after having had a FIRST chance to review it today after court and determined that it did not reflect what the judges intent and my intent were for the agreement as stated in court. There is no signed agreement so I could not have breached it. The only breach is your client Theodore failing to make required and non discretionary payments for the Welfare of the Children as called for in the Trust.

I am not sure if talking with you any longer on any issues is a good idea now that you are aware I am suing you. I think from this point forward you need to immediately tell me who your counsel is in these matters as a Respondent and as a Defendant in the Lawsuits so I can speak to them directly to avoid these hostilities, including now your public slanderous and defaming name calling.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 10:36 PM

**To:** Eliot Ivan Bernstein; Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** RE: Agreement and Orders

We have an agreement, and the Court ruled on your Emergency Motion. In a few days we will have a transcript of that ruling, but as I read the agreement straight from my notes and as I typed the agreement straight from those same notes, I believe my draft is consistent with the agreement as announced in court and as ruled upon.

Everytime you respond you try to make even more changes; now something I don't understand what you are trying to do to limit the Trustee's agreed-upon and court-approved protections. I normally might suggest that you consult with Brian O'Connell, who patiently spent hours today trying to help you, rather than others, but he is not your lawyer and I am not sure you'd listen to him either.

I am submitting the Orders by fax at 8:00 am. I will be glad to advise the Court in the fax that you disagree with these and refuse to sign the Agreement. I think the Court indicated that this was the agreement regardless of whether it is signed. You can choose to honor or breach the agreement; that choice is yours alone.

The school issue is a problem of your own making, particularly delaying the request until late July, and it is a problem everyone but you is willing to solve.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 9:43 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** FW: Agreement and Orders

Alan in response to your email below, I have been looking at this complex legal document created today in court on the backs of pages on several different documents, in handwriting I could hardly read and in other parts from your computer screen for a few hours today and trying to work through this timely to keep the kids in school, which the Trustee has already failed to do through this breach. I am certain Judge Colin would not want me to have signed this complex and lengthy document without first seeing even a draft to approve and just from a reading of the proposed language in the Court where again I did not have the document or even a draft to review what was being read into the record. We got down to making the document correct other than in the terms of what exactly we are limiting your and the trustees liabilities and indemnifications too specifically as we agreed in court to the payments and amounts of those payments, NOTHING ELSE. I again will suggest the final language on this that I proposed in my last email after talking to people you told me to consult with that best limits those things to what we agreed to in Court and what Judge Colin even said was capped liabilities and indemnifications to the scope and dollar amount of the payments to the school. You are reaching to try and get far more in and now calling me names and calling me "paranoid" for making changes that even you claim everyone else is aware of but that do not exist in the language. This insulting, rude and slanderous language against me, especially in front of all these professionals further shows the anger and adversity you have towards me and my children and further calls into question your conflicts of interests with me and these matters. If you cannot accept my changes below we will go the Judge and do not fax anything to him except that we could not agree once I reviewed the proposed agreement language and could not come to terms on the proposed language and thus NO ORDER was agreed on either.

"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."

We will also need to add a new paragraph at the end due to the missed deadline by the Trustee, as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out. I have not approved any Orders until we have reached an Agreement and it is signed, please do not mislead the Court that I have approved the Orders prior to Agreement.

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 8:52 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell; William H. Glasko, Esq.; John P. Morrissey

**Subject:** RE: Agreement and Orders

I honestly do not understand what you are saying now. You have twice approved the form only to renege, and a third time demanded a useless change which I ultimately agreed to make just to get this done:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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 for making the above-listed payments to St. Andrews School.”

The point of that last change, from my view, was to make it clear that the qualifying language “for making the above-listed payments to St. Andrews School” applied to both parts of that paragraph. That was unnecessary, but it was harmless as well, so I was willing to do that to accommodate you and assuage any paranoia you may have.

That still was not acceptable to you, and now you are complaining about some “effort[] to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today.” That makes it very easy to know what to do. We like better what was agreed to in Court by Judge Colin. If you also like what was agreed to in Court better than what you persuaded me to edit this afternoon, and that is the only language approved by the Court, then that is what we prefer too.

You state: “Nor will I approve any agreement . . . .” You have approved an agreement, announced in open court and on the record. That is the one and only agreement, and you have approved it, under oath, and you need to comply with it just the same as everyone else.

It appears that you have no intention of signing anything, regardless of what it says. I conclude that because no matter what changes we make at your request, it still is never good enough. Your latest email goes back to the beginning, where you were at 10:30 am before Mr. O’Connell spoke to you and long before we went before the Court.

I will submit by fax the two orders in the morning, the forms of which you already have approved. The orders both provide that “The Trustee is authorized and directed to make such payment upon receipt from Eliot and Candice Bernstein of a signed copy of the Agreement.”

We will accept a signed copy of the latest draft (from my 6:15 pm email) which incorporated all of your changes until 8:00 am tomorrow morning.

After that, we will fax the Orders to Judge Colin and go back to the exact language already approved by the Court (see attached), which I should have insisted upon in response to your 3:21 p.m. email. Those are the choices.

Once the Court signs the Agreed Orders, the Trustee will comply with the Orders. That means that, thereafter, when we get “receipt from Eliot and Candice Bernstein of a signed copy of the Agreement” -  
- a signed copy of the Court approved form of the Agreement (attached) from my 2:01 pm email [it is now 8:50 pm and you still have not signed anything] – the Successor Trustee of the Shirley Trust will make the payments required.

I am finished on this topic. I do not have the time to respond any further, as I have other matters to attend to.

We worked long and hard to find a solution here, but you seem only interested in finding more problems. My client, as Trustee, is committed to finding solutions and bringing these matters to an end as quickly and efficiently as possible. I hope that you soon join in that goal of bringing these matters to a proper conclusion.

Good night.

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 9:09 PM

**To:** Alan B. Rose Esq. ([arose@pm-law.com](mailto:arose@pm-law.com))

**Cc:** Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com)); 'Eliot Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ([boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com))

**Subject:** FW: Agreement and Orders

Alan, since we have a bit more time to discuss these matters before Court since the Trustee has failed to make the requested Welfare Payments under the terms of the trust in time to save their enrollment, I took your advice and have contacted some other people as you suggested to review. The suggested final changes we are willing to accept that comply with the Court's stated intent and what everyone agreed was to be in the agreement regarding releasing liabilities of the trustee and counsel, ONLY for the scope and amount of payment to Saint Andrews school, and nothing else, the final at this time suggested changes are as follows:

"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."

We will also need to add a new paragraph at the end due to the missed deadline as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out.

Eliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 7:28 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'

**Subject:** RE: Agreement and Orders

Alan, it is you who are being difficult in efforts to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today. We all agreed that the liabilities and indemnification would be for the amount paid to Saint Andrews of \$133,500.00 and nothing more. I believe we should get before the judge tomorrow with the proposed changes and let him decide what changes to approve, as I will not approve any agreement that has open ended liability release and open ended indemnification release. Nor will I approve any agreement where distributions are made to either me or my children without the judge first determining who the



beneficiaries are for the distributions to be made to legally. Since we agreed that the payments are being made to Saint Andrews directly and not being distributed at this time to any party (or an unknown party as you stated), as the beneficiaries are unknown at this time due to the fraud that has occurred by Ted's prior counsel Tescher and Spallina and we were not sure how distributions could be made to unknown beneficiaries at this time legally, this may all be best brought before the judge again to make all these determinations now that we have drafted the documents. Let me know, Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 7:09 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** Re: Agreement and Orders

You're being difficult, just to be difficult. The language I drafted with two clear provisions (i) and (ii) is exactly what you wanted. I suggest you discuss it with Mark Garber or one of the other lawyers you seem to copy on these things.

I would suggest that you sign the one that I just sent, or the original one which the court approved, and upon receiving one in the morning I will fax the two orders to the judge.

Alan B. Rose

On Aug 19, 2014, at 18:59, "Eliot Ivan Bernstein" <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)> wrote:

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School."

The exact language I offered was either;

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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."

Or

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the



\$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.”

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new language above that I had never seen before this email, you could put in a sentence at the end that states, “The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school.”

Let me know and please let’s stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Elliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:24 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [“Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

“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 the above-listed

payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the

above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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 are 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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM

**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'

**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq.

([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'

**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:34 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

Alan, another option is "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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:53 PM

**To:** Alan Rose

**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:42 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)

**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:25 PM

**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the

changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM

**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,



“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P.

Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net))'; 'Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com))'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com))'; 'Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com))'; 'Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com))'; 'Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any

remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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 are 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>

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 6:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and then you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone who was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”

If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber’s comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:54 PM

**To:** Alan Rose

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @



Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and

there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

<Confidential Agreement for Partial Distribution FINAL SIGNED.PDF>



## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@gmail.com>  
**Sent:** Tuesday, August 19, 2014 11:09 PM  
**To:** 'Alan Rose'  
**Cc:** Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)  
**Subject:** RE: Agreement and Orders

Alan, I am not approving any orders or any agreement, I have not agreed to anything in court but proposed language that I never saw in a complete document. To now try and force me into an agreement to get your waivers will be further egregious acts of bad faith with unclean hands by both you and Theodore. There has been no agreement as nothing was signed and any orders were dependent on having a signed agreement to the terms discussed in court and those terms were not present in the language you drafted and perhaps the language read into the court. If we have not agreed by tomorrow morning on the language you may tell the judge that we have not reached agreement and you are not making the payments, as we will not accept payments under these terms without the suggested clarifications. I also had no chance to review the transcripts and have no copies of all the documents that were used in court so I am not even sure this language is what was stated in the record and if it were I would still object after having had a FIRST chance to review it today after court and determined that it did not reflect what the judges intent and my intent were for the agreement as stated in court. There is no signed agreement so I could not have breached it. The only breach is your client Theodore failing to make required and non discretionary payments for the Welfare of the Children as called for in the Trust.

I am not sure if talking with you any longer on any issues is a good idea now that you are aware I am suing you. I think from this point forward you need to immediately tell me who your counsel is in these matters as a Respondent and as a Defendant in the Lawsuits so I can speak to them directly to avoid these hostilities, including now your public slanderous and defaming name calling.

Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Tuesday, August 19, 2014 10:36 PM  
**To:** Eliot Ivan Bernstein; Eliot Ivan Bernstein  
**Cc:** tbernstein@lifeinsuranceconcepts.com; John P. Morrissey; William H. Glasko, Esq.  
**Subject:** RE: Agreement and Orders

We have an agreement, and the Court ruled on your Emergency Motion. In a few days we will have a transcript of that ruling, but as I read the agreement straight from my notes and as I typed the agreement straight from those same notes, I believe my draft is consistent with the agreement as announced in court and as ruled upon.

Everytime you respond you try to make even more changes; now something I don't understand what you are trying to do to limit the Trustee's agreed-upon and court-approved protections. I normally might suggest that you consult with Brian O'Connell, who patiently spent hours today trying to help you, rather than others, but he is not your lawyer and I am not sure you'd listen to him either.

I am submitting the Orders by fax at 8:00 am. I will be glad to advise the Court in the fax that you disagree with these and refuse to sign the Agreement. I think the Court indicated that this was the agreement regardless of whether it is signed. You can choose to honor or breach the agreement; that choice is yours alone.

The school issue is a problem of your own making, particularly delaying the request until late July, and it is a problem everyone but you is willing to solve.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 9:43 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** FW: Agreement and Orders

Alan in response to your email below, I have been looking at this complex legal document created today in court on the backs of pages on several different documents, in handwriting I could hardly read and in other parts from your computer screen for a few hours today and trying to work through this timely to keep the kids in school, which the Trustee has already failed to do through this breach. I am certain Judge Colin would not want me to have signed this complex and lengthy document without first seeing even a draft to approve and just from a reading of the proposed language in the Court where again I did not have the document or even a draft to review what was being read into the record. We got down to making the document correct other than in the terms of what exactly we are limiting your and the trustees liabilities and indemnifications too specifically as we agreed in court to the payments and amounts of those payments, NOTHING ELSE. I again will suggest the final language on this that I proposed in my last email after talking to people you told me to consult with that best limits those things to what we agreed to in Court and what Judge Colin even said was capped liabilities and indemnifications to the scope and dollar amount of the payments to the school. You are reaching to try and get far more in and now calling me names and calling me "paranoid" for making changes that even you claim everyone else is aware of but that do not exist in the language. This insulting, rude and slanderous language against me, especially in front of all these professionals further shows the anger and adversity you have towards me and my children and further calls into question your conflicts of interests with me and these matters. If you cannot accept my changes below we will go the Judge and do not fax anything to him accept that we could not agree once I reviewed the proposed agreement language and could not come to terms on the proposed language and thus NO ORDER was agreed on either.

"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."

We will also need to add a new paragraph at the end due to the missed deadline by the Trustee, as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out. I have not approved any Orders until we have reached an Agreement and it is signed, please do not mislead the Court that I have approved the Orders prior to Agreement.

---

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 8:52 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell; William H. Glasko, Esq.; John P. Morrissey

**Subject:** RE: Agreement and Orders

I honestly do not understand what you are saying now. You have twice approved the form only to renege, and a third time demanded a useless change which I ultimately agreed to make just to get this done:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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 for making the above-listed payments to St. Andrews School.”

The point of that last change, from my view, was to make it clear that the qualifying language “for making the above-listed payments to St. Andrews School” applied to both parts of that paragraph. That was unnecessary, but it was harmless as well, so I was willing to do that to accommodate you and assuage any paranoia you may have.

That still was not acceptable to you, and now you are complaining about some “effort[] to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today.” That makes it very easy to know what to do. We like better what was agreed to in Court by Judge Colin. If you also like what was agreed to in Court better than what you persuaded me to edit this afternoon, and that is the only language approved by the Court, then that is what we prefer too.

You state: “Nor will I approve any agreement . . . .” You have approved an agreement, announced in open court and on the record. That is the one and only agreement, and you have approved it, under oath, and you need to comply with it just the same as everyone else.

It appears that you have no intention of signing anything, regardless of what it says. I conclude that because no matter what changes we make at your request, it still is never good enough. Your latest email goes back to the beginning, where you were at 10:30 am before Mr. O'Connell spoke to you and long before we went before the Court.

I will submit by fax the two orders in the morning, the forms of which you already have approved. The orders both provide that “The Trustee is authorized and directed to make such payment upon receipt from Eliot and Candice Bernstein of a signed copy of the Agreement.”

We will accept a signed copy of the latest draft (from my 6:15 pm email) which incorporated all of your changes until 8:00 am tomorrow morning.

After that, we will fax the Orders to Judge Colin and go back to the exact language already approved by the Court (see attached), which I should have insisted upon in response to your 3:21 p.m. email. Those are the choices.

Once the Court signs the Agreed Orders, the Trustee will comply with the Orders. That means that, thereafter, when we get "receipt from Eliot and Candice Bernstein of a signed copy of the Agreement" -- a signed copy of the Court approved form of the Agreement (attached) from my 2:01 pm email [it is now 8:50 pm and you still have not signed anything] -- the Successor Trustee of the Shirley Trust will make the payments required.

I am finished on this topic. I do not have the time to respond any further, as I have other matters to attend to.

We worked long and hard to find a solution here, but you seem only interested in finding more problems. My client, as Trustee, is committed to finding solutions and bringing these matters to an end as quickly and efficiently as possible. I hope that you soon join in that goal of bringing these matters to a proper conclusion.

Good night.

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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 are 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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 9:09 PM

**To:** Alan B. Rose Esq. ([arose@pm-law.com](mailto:arose@pm-law.com))

**Cc:** Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com)); 'Eliot Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ([boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com))

**Subject:** FW: Agreement and Orders

Alan, since we have a bit more time to discuss these matters before Court since the Trustee has failed to make the requested Welfare Payments under the terms of the trust in time to save their enrollment, I took your advice and have contacted some other people as you suggested to review. The suggested final changes we are willing to accept that comply with the Court's stated intent and what everyone agreed was to be in the agreement regarding releasing liabilities of the trustee and counsel, ONLY for the scope and amount of payment to Saint Andrews school, and nothing else, the final at this time suggested changes are as follows:

"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."

We will also need to add a new paragraph at the end due to the missed deadline as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out.

Eliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 7:28 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'

**Subject:** RE: Agreement and Orders

Alan, it is you who are being difficult in efforts to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today. We all agreed that the liabilities and indemnification would be for the amount paid to Saint Andrews of \$133,500.00 and nothing more. I believe we should get before the judge tomorrow with the proposed changes and let him decide what changes to approve, as I will not approve any agreement that has open ended liability release and open ended indemnification release. Nor will I approve any agreement where distributions are made to either me or my children without the judge first determining who the beneficiaries are for the distributions to be made to legally. Since we agreed that the payments are being made to Saint Andrews directly and not being distributed at this time to any party (or an unknown party as you stated), as the beneficiaries are unknown at this time due

to the fraud that has occurred by Ted's prior counsel Tescher and Spallina and we were not sure how distributions could be made to unknown beneficiaries at this time legally, this may all be best brought before the judge again to make all these determinations now that we have drafted the documents. Let me know, Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 7:09 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** Re: Agreement and Orders

You're being difficult, just to be difficult. The language I drafted with two clear provisions (i) and (ii) is exactly what you wanted. I suggest you discuss it with Mark Garber or one of the other lawyers you seem to copy on these things.

I would suggest that you sign the one that I just sent, or the original one which the court approved, and upon receiving one in the morning I will fax the two orders to the judge.

Alan B. Rose

On Aug 19, 2014, at 18:59, "Eliot Ivan Bernstein" <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)> wrote:

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School."

The exact language I offered was either;

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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."

Or

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new



language above that I had never seen before this email, you could put in a sentence at the end that states, "The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school."

Let me know and please let's stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Elliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:24 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM



**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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

**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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net))'; 'Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com))'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com))'; 'Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com))'; 'Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com))'; 'Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:34 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew

R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, another option is "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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.



[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net))'; 'Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com))'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com))'; 'Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com))'; 'Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com))'; 'Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991

<image001.jpg>

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 are 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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any

way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 6:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and the you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”

If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber’s comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** Alan Rose  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM



**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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 are 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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991

<image001.jpg>

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>

<Confidential Agreement for Partial Distribution FINAL SIGNED.PDF>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 7:28 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'  
**Subject:** RE: Agreement and Orders

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>
	'Alan Rose'	Read: 8/19/2014 8:13 PM
	'Caroline Prochotska Rogers Esq.'	
	'Michele M. Mulrooney ~ Partner @ Venable LLP'	
	'Andrew R. Dietz @ Rock It Cargo USA'	
	'Marc R. Garber Esq. @ Flaster Greenberg P.C.'	
	'Marc R. Garber Esq.'	
	'Marc R. Garber Esq. @ Flaster Greenberg P.C.'	
	'tourcandy@gmail.com'	
	'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'	

Alan, it is you who are being difficult in efforts to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today. We all agreed that the liabilities and indemnification would be for the amount paid to Saint Andrews of \$133,500.00 and nothing more. I believe we should get before the judge tomorrow with the proposed changes and let him decide what changes to approve, as I will not approve any agreement that has open ended liability release and open ended indemnification release. Nor will I approve any agreement where distributions are made to either me or my children without the judge first determining who the beneficiaries are for the distributions to be made to legally. Since we agreed that the payments are being made to Saint Andrews directly and not being distributed at this time to any party (or an unknown party as you stated), as the beneficiaries are unknown at this time due to the fraud that has occurred by Ted's prior counsel Tescher and Spallina and we were not sure how distributions could be made to unknown beneficiaries at this time legally, this may all be best brought before the judge again to make all these determinations now that we have drafted the documents. Let me know, Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Tuesday, August 19, 2014 7:09 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** Re: Agreement and Orders

You're being difficult, just to be difficult. The language I drafted with two clear provisions (i) and (ii) is exactly what you wanted. I suggest you discuss it with Mark Garber or one of the other lawyers you seem to copy on these things.



I would suggest that you sign the one that I just sent, or the original one which the court approved, and upon receiving one in the morning I will fax the two orders to the judge.

Alan B. Rose

On Aug 19, 2014, at 18:59, "Eliot Ivan Bernstein" <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)> wrote:

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School."

The exact language I offered was either;

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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."

Or

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new language above that I had never seen before this email, you could put in a sentence at the end that states, "The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school."

Let me know and please let's stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Elliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:24 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz

@ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R.

Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, “(either Eliot or his children or both, as determined by the Court at later one)” was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[bernstein@lifeinsuranceconcepts.com](mailto:bernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:34 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, another option is "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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It

Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'

**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such

amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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



**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Eliot Bernstein'; Brian M.

O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true

and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM

**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'

**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq.

([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'

**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 6:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and the you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”



If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber's comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** Alan Rose  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline

already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It

Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'

**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such

amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

<Confidential Agreement for Partial Distribution FINAL SIGNED.PDF>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 6:59 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders  
**Attachments:** Confidential Agreement for Partial Distribution FINAL SIGNED.PDF

**Tracking:**

**Recipient**

**Read**

'Alan Rose'

Read: 8/19/2014 7:04 PM

'Caroline Prochotska Rogers Esq.'

'Michele M. Mulrooney ~ Partner @ Venable LLP'

'Andrew R. Dietz @ Rock It Cargo USA'

'Marc R. Garber Esq. @ Flaster Greenberg P.C.'

'Marc R. Garber Esq.'

'Marc R. Garber Esq. @ Flaster Greenberg P.C.'

'tourcandy@gmail.com'

'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language “Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”

The exact language I offered was either;

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.”

Or

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [“Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.”

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new language above that I had never seen before this email, you could put in a sentence at the end that states, "The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school."

Let me know and please let's stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Elliot

---

**From:** Eliot Ivan Bernstein [mailto:[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)]

**Sent:** Tuesday, August 19, 2014 5:24 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [mailto:[ARose@mrachek-law.com](mailto:ARose@mrachek-law.com)]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:25 PM

**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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 are 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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; 'tourcandy@gmail.com' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”



This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto: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>

---

**From:** Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]

**Sent:** Tuesday, August 19, 2014 5:34 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, another option is "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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

Cc: [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

Subject: RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R.

Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)

**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:25 PM

**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,



“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991



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



**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>

---

**From:** Eliot Ivan Bernstein [mailto:[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)]

**Sent:** Tuesday, August 19, 2014 5:54 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

**From:** Alan Rose [mailto:[ARose@mrachek-law.com](mailto:ARose@mrachek-law.com)]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz

Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined

beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto: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>

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]

**Sent:** Tuesday, August 19, 2014 6:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and the you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”

If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber's comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:54 PM

**To:** Alan Rose

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:25 PM

**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, “(either Eliot or his children or both, as determined by the Court at later one)” was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto: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>



## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)>  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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 are 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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq.

([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP  
([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA;  
"tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto: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>



## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 5:34 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

Alan, another option is "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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.;



tourcandy@gmail.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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 are 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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 3:53 PM

**To:** Alan Rose

**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 3:21 PM

**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'

**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto: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>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 5:24 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [“Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign



I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for

the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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 ; [bernstein@lifeinsuranceconcepts.com](mailto:bernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto: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>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** 'Alan Rose'  
**Cc:** Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** tbernstein@lifeinsuranceconcepts.com  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens &

O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto: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 are 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>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)>  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** 'Alan Rose'  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))  
**Subject:** RE: Agreement and Orders



Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”



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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto: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>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 4:51 PM  
**To:** 'Alan Rose'  
**Cc:** 'tbernstein@lifeinsuranceconcepts.com'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'  
**Subject:** RE: Agreement and Orders  
**Attachments:** redline.pdf; Confidential Agreement for Partial Distribution v2.pdf

Alan, one last clarification is on page one of the Agreement my changes are in brackets, "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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

----

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** tbernstein@lifeinsuranceconcepts.com  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991



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

**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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com);  
John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto: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>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** 'Alan Rose'  
**Cc:** 'tbernstein@lifeinsuranceconcepts.com'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'  
**Subject:** RE: Agreement and Orders  
**Attachments:** redline.pdf; Confidential Agreement for Partial Distribution v2.pdf

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** tbernstein@lifeinsuranceconcepts.com  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com);  
John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto: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 are 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>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@gmail.com>  
**Sent:** Monday, August 18, 2014 7:39 AM  
**To:** 'Alan Rose'  
**Cc:** 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'tbernstein@lifeinsuranceconcepts.com'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Andrew R. Dietz @ Rock It Cargo USA; 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)  
**Subject:** RE: Clawback Agreement

**Tracking:**

Recipient	Read
'Alan Rose'	
'John P. Morrissey'	
'William H. Glasko, Esq.'	
'tbernstein@lifeinsuranceconcepts.com'	Read: 8/18/2014 8:31 AM
'Marc R. Garber Esq. @ Flaster Greenberg P.C.'	
'Marc R. Garber Esq.'	
'Marc R. Garber Esq. @ Flaster Greenberg P.C.'	
Caroline Prochotska Rogers Esq. (caroline@cprogers.com)	
Andrew R. Dietz @ Rock It Cargo USA	
'tourcandy@gmail.com' (tourcandy@gmail.com)'	
'Eliot Bernstein (iviewit@iviewit.tv)'	
Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.com)	Read: 8/18/2014 9:06 AM
Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)	

Alan, your twisting is irritating to say the least. In regard to Ted's making distributions for my family that were not part of the ILLEGAL AND FRAUDULENT distributions he made to knowingly improper parties, including his family, I cite two letters below to show that Interim Distributions can and were done with no release or any other document limiting or waiving liabilities necessary. These distributions came after the ILLEGAL AND FRAUDULENT ones and there seemed to be no problem and from what I can see these same types of distributions can now be made for the school without the extortionary attempt to have me participate in what we all now know were part of a larger fraud to change beneficiaries illegally that Theodore benefited the most from.

---

**From:** "Donald Tescher" <[dtescher@tescherspallina.com](mailto:dtescher@tescherspallina.com)>  
**Date:** December 26, 2013 at 3:56:57 PM EST  
**To:** <[tourcandy@gmail.com](mailto:tourcandy@gmail.com)>      **Cc:** "Robert Spallina" <[rspallina@tescherspallina.com](mailto:rspallina@tescherspallina.com)>,  
<[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)>

**Subject: Bernstein Estates**

**...As a result, we have made no distributions to anyone. Ted as trustee of Shirley's trust did make some partial distributions and that issue was also addressed at the first hearing where Judge Colin again addressed Eliot on the proper course of action. Despite Eliot's refusal to open up trust accounts for your boys, Ted has paid necessities for your family (since the Oppenheimer trusts were depleted by your actions) to keep the house running....**

---

And from Ted's own words,

December 6, 2013

Candice and Eliot,

...Because of my concern stemming from my fiduciary role as well as the fact that Joshua, Jacob and Danny are my nephews, Robert Spallina and I agreed that I would pay some of the bills for your family that I deemed necessary for their well being, on a temporary basis. For example, I have paid for such things as health insurance, electric, water, phones and Internet. I have made these payments from the Shirley Trust account and I will deduct these amounts from any distributions that are ultimately made to the three boys' trusts...

---

The forms others may or may not have signed prior to taking those distributions to limit liabilities is just further attempt to now cover the tracks of their illegal distributions that they all took knowing they were steeped in fraud. If the four of them who signed releases jumped off a bridge, I would not follow. I will not follow in these schemes because I would then be participating in what I know is fraud and limit my recourse, so I will not. As I have said repeatedly and from the start before I will not violate the law knowingly nor will I violate two simple commandments of "Thou Shall Not Steal" and "Thou Shall Not Covet" and I urge you, if they did not teach this in law school, to study those first 10 commandments and you will better understand my position. Then review the civil and criminal laws on participating in criminal acts knowingly and the implied consents and releases of liabilities when you do and you will further understand my position to not partake. Then look into those laws that regard aiding and abetting knowingly criminal misconduct, especially for Attorneys at Law and you will know what I am charging you with for your continued attempts to perpetrate knowingly fraudulent schemes.

Things are different now, you are correct on that, as they are far worse for all those who committed these felonious acts knowingly and continue to perpetrate these frauds as you are now trying to do again but that still will not change my position and nor will extorting me with my children's school or my son's car or through hijacking, stealing, delaying and interfering with our inheritance to starve us out if we do not play along in your criminal acts. I answer to a higher authority on these matters and I strongly suggest that you fear that authority that you have taken Sworn Oath under to uphold law. When the Trustee made the prior distributions to the other parties there was not only doubt about who the beneficiaries were there were legal actions in play, investigations and more and despite knowing all those things they rushed to make the improper distributions and steal off with the monies. They all knew at the time that Shirley's Estate was closed using fraudulent documents, including documents forged and fraudulently notarized in their own name and their deceased father's name to illegally change the beneficiaries and they all failed to notify proper authorities and instead proceeded with their knowingly fraudulent distributions, thinking this day would not come where their criminal acts were exposed and being investigated and soon to be prosecuted. As for your associates and bedfellows Tescher and Spallina, well anything they confirm cannot be trusted. As you know Tescher and Spallina have committed felony alterations of trust documents, closed Shirley's Estate fraudulently, etc. to benefit your client and their client Theodore, while benefiting themselves too, similar to what you now do. Their felony criminal misconduct in these matters should discount wholly anything they say or do to further their crimes and attempt to cover them up with your aid.

I doubt Marc will agree with me going along with Fraud as he has integrity, a word you should also look up and he most likely will not change the position that he has had all along, which is to not participate in fraud no matter what as it is wrong.

You have failed to respond timely to these distributions and thus missed the two deadlines for enrollment of the 8<sup>th</sup> and 15<sup>th</sup> that I noticed you that payments had to be made by to keep the boys enrollments for this year. Instead you have tried all your new tricks to stymie and delay the payments and attempt to force me to take illegal distributions if I wanted to keep them in and now attempt your court tomfoolery to try and have the judge make me participate in your fraudulent activities by misleading the court further with your TOXIC and PROHIBITED pleadings on behalf of an ALLEGED Trustee who is not now or ever qualified to be acting as a fiduciary in these matters, even according to the trust language he operates under.

You are NOT trying to accommodate, you are trying to EXTORT, accommodate would have been Theodore's resignation in all fiduciary capacities.

I am serving papers on you, as you are representing certain parties in these matters. I am also serving you as I AM SUING YOU PERSONALLY AND PROFESSIONALLY AND YOU ARE A RESPONDENT AND DEFENDANT in actions I have against you. Are you know stating that you are accepting service for all your partners and the firm acting as their counsel too both professionally and personally? Please elaborate as I am confused, will you be putting in notices of appearances, etc. Until I get confirmation of this, I will continue to serve papers to ALL parties that are unrepresented as Respondents and Defendants until they formally notify me they have counsel.

Again, what day are you ready to take you deposition in these matters?

Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]

**Sent:** Monday, August 18, 2014 6:19 AM

**To:** Eliot Ivan Bernstein

**Cc:** John P. Morrissey; William H. Glasko, Esq.; tbernstein@lifeinsuranceconcepts.com; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.

**Subject:** RE: Clawback Agreement

Your positions expressed below do not make sense. I have noted a few of the issues, and otherwise disagree with your lengthy dissertation. See my comments below

“Alan, again, until the true and proper beneficiaries can be determined by the Court I have requested interim distributions to be deducted from the ultimate beneficiaries, as Ted has done before in Shirley's Trust.”

You write this, while knowing that others have signed a form. I sent you Jill's signed form so you could see. So you want Ted as Trustee to do what he has done before, and he has said he will if you do what the others (recipients) have done. Yet you will not.

Thar said, things are different now. When Trustee made prior distributions there was absolutely no doubt, question or uncertainty as to who were the proper recipients, a fact confirmed by Tescher and Spallina. Now there is a question, hence the Trust Construction Action, but the Trustee is willing to nevertheless make an interim distribution for benefit of your children and/or you as we have advised you and outlined in writing. I would suggest that you discuss this matter with Marc Garber (who you invited to our call and who you have copied on your email); perhaps he can explain this is a way to resolve your concerns.

“(waiting until the day before their school starts to heavy hand me to accept these illegal distributions you suggest) all in efforts to again try and force me using my children as pawns to take KNOWINGLY IMPROPER AND ILLEGAL DISTRIBUTIONS.”

We have not delayed anything until the last minute, and quite to the contrary. Upon receipt of your request, I first reached out to speak with you. Due to your conduct, that call was unproductive. No one is trying to force you to take distributions – you have been offered such in the past and has refused to accept. Now, you have asked for a limited, partial interim distribution for St. Andrews school and we are trying to accommodate that. Again, perhaps. Mr. Garber can explain this to you in a way you will find more appealing.

“Additionally, I have sent you and your firm Waivers of Service/Process for the Oppenheimer Lawsuit Counter Complaint”

Our response to this request is not yet required.

“I did note that you are trying to reject emails from me regarding these lawsuit matters from reaching your partners, etc., could you have each of those you are blocking service of my mail to, please write to me individually with whom I should contact regarding serving their papers forward.

I have advised you to serve papers on me, and only me and anyone else I designated with the Court. We have asked the Judge to require you to comply with service rules and anticipate needing a court order to do so.

We will address these matters in court. Please do not respond further on these points.

**IDENTIALITY 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 are 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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@gmail.com>]

**Sent:** Monday, August 18, 2014 5:48 AM

**To:** Alan Rose

**Cc:** 'John P. Morrissey'; 'William H. Glasko, Esq.'; [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Clawback Agreement



Alan, again, until the true and proper beneficiaries can be determined by the Court I have requested interim distributions to be deducted from the ultimate beneficiaries, as Ted has done before in Shirley's Trust. I am not signing any clawback or release that relates to distributions made to any party directly and participate in what are knowingly fraudulent distributions to improper parties. Unless of course the Judge states that it is OK to take improper distributions and I will lose NO rights or recourses in so doing and that I will be free of any participation in what we all know is criminal wrongdoing. There can be no release of the ALLEGED Trustee from any wrongdoing as taking the distributions this way would again be yet another fraudulent act and again I cannot participate or sign any releases that would limit or diminish liabilities against the Trustee for continued breaches of duties and fraud. I am shocked that you would even try this ploy, the same Tescher and Spallina have tried in the past that you have worked so hard to setup (waiting until the day before their school starts to heavy hand me to accept these illegal distributions you suggest) all in efforts to again try and force me using my children as pawns to take KNOWINGLY IMPROPER AND ILLEGAL DISTRIBUTIONS. I am saddened to see this extortion scheme again be used to gain a release and consent from me, when it has failed before and even judge Colin in the Sept. 13, 2013 hearing would not bless this type of arrangement. FOR SHAME ON YOU!!!!!!!!!! I am also shocked that as Counsel to the Alleged Trustee Theodore you are sending my children's confidential school information we spoke of to other parties for their input, as this seems a breach of my confidentiality and is disturbing because I do not recall when Theodore, Pamela, Jill and Lisa rushed to take distributions they knew were improper anyone having input into what they were using the monies for or taking votes or giving input on the uses or needs, I find this conduct reprehensible too, as you try and invite others to participate in this extortive scheme.

Again, for all the reasons your client was rejected as Curator and PR in Simon's Estate, you should advise your client for the benefit of all parties, including both he and you, to resign as ALLEGED Trustee in Simon's Estate, as ALLEGED Trustee in Shirley's Estate and PR in Shirley's Estate, EFFECTIVE INSTANTLY, to save us all from having to remove him for solid reasons. Keep in mind the scoured looks Judge Colin gave both you and Theodore to WITHDRAW voluntarily your PROHIBITED pleading to have Theodore become the PR and how you finally withdrew, knowing there was no hope for just and sound reasons that now preclude Theodore from acting in any Fiducial matters forward involving my parents, are you really going to continue this farce and force further resources to be wasted by everyone to have him forcefully removed by Judge Colin. Remember he denied Theodore becoming Curator for similar reasons prior. Also, you and I both know the Florida Bar rules prohibit attorneys from making improper pleadings on behalf of parties and advancing FRIVILIOUS and VEXATIOUS pleadings and I will be reporting each of these pleadings forward as evidence of further violations of bar rules and misconduct on your part.

Additionally, I have sent you and your firm Waivers of Service/Process for the Oppenheimer Lawsuit Counter Complaint that your are named defendants in and I am asking for a written reply to if you are going to waive service or if I have to send a Marshall to serve you and your firm and its partners, associates, of counsel, etc. Additionally, who will be representing you as your counsel personally and professionally forward and who will be representing your firm and the partners, etc. so that I can serve papers on their counsel instead of each party individually, as you have requested. Also, does everyone have counsel for the probate cases of Simon and Shirley where you are all being sued as Respondents in those matters? I did note that you are trying to reject emails from me regarding these lawsuit matters from reaching your partners, etc., could you have each of those you are blocking service of my mail to, please write to me individually with whom I should contact regarding serving their papers forward.

Can you send over copies of all SIGNED documents signed by any parties in the past regarding distributions they took and any releases they may have signed at that time?

Finally, do you have the name and information for your liability carriers and policies for you individually and the firm and can you please send them over? When will you be available for deposition? I have asked several times for dates and times and you have failed to even respond.



Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Sunday, August 17, 2014 10:33 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** John P. Morrissey; William H. Glasko, Esq.; [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** Clawback Agreement

Attached is a draft Agreement, similar to the one signed by Jill and others when they received an interim distribution.

I have drafted this and send to you for review in advance of the hearings on Tuesday.

As we indicated a few weeks ago, the Trustee has no objection to making an interim distribution so long as there are no objections from others (none have been lodged so far, and I trust that Bill and John will again forward this to their clients and advise of there is any objections), you sign some receipt and return agreement (see attached); and the Court enters an order directing the interim distribution and protecting the Trustee from liability for making such payments either to you or to the St Andrews School for tuition, however the Court orders.

Please review the attached and provide any comments or edits at your earliest opportunity. By copy to their counsel, I again am inviting comment or objection from anyone else.

---

Eliot I. Bernstein  
Inventor  
Iviewit Holdings, Inc. – DL  
2753 N.W. 34th St.  
Boca Raton, Florida 33434-3459  
(561) 245.8588 (o)  
(561) 886.7628 (c)  
(561) 245-8644 (f)  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
<http://www.iviewit.tv>

---

**NOTICE:** Due to Presidential Executive Orders, the National Security Agency may have read this email without warning, warrant, or notice. They may do this without any judicial or legislative oversight and it can happen to ordinary Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

**CONFIDENTIALITY NOTICE:**

This message and any attachments are covered by the Electronic Communications Privacy Act, 18 U.S.C. SS 2510-2521.

This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message or call (561) 245-8588. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

\*The Electronic Communications Privacy Act, 18 U.S.C. 119 Sections 2510-2521 et seq., governs distribution of this "Message," including attachments. The originator intended this Message for the specified recipients only; it

may contain the originator's confidential and proprietary information. The originator hereby notifies unintended recipients that they have received this Message in error, and strictly proscribes their Message review, dissemination, copying, and content-based actions. Recipients-in-error shall notify the originator immediately by e-mail, and delete the original message. Authorized carriers of this message shall expeditiously deliver this Message to intended recipients. See: Quon v. Arch.

\*Wireless Copyright Notice\*. Federal and State laws govern copyrights to this Message. You must have the originator's full written consent to alter, copy, or use this Message. Originator acknowledges others' copyrighted content in this Message. Otherwise, Copyright © 2011 by originator Eliot Ivan Bernstein, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv) and [www.iviewit.tv](http://www.iviewit.tv). All Rights Reserved.

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@gmail.com>  
**Sent:** Monday, August 18, 2014 5:48 AM  
**To:** 'Alan Rose'  
**Cc:** 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'tbernstein@lifeinsuranceconcepts.com'; Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'  
**Subject:** RE: Clawback Agreement

**Tracking:**

**Recipient**

**Read**

'Alan Rose'

'John P. Morrissey'

'William H. Glasko, Esq.'

'tbernstein@lifeinsuranceconcepts.com'

Read: 8/18/2014 8:25 AM

Caroline Prochotska Rogers Esq.  
(caroline@cprogers.com)

Michele M. Mulrooney ~ Partner @ Venable LLP  
(mmulrooney@Venable.com)

Andrew R. Dietz @ Rock It Cargo USA

Marc R. Garber Esq. @ Flaster Greenberg P.C.  
(marcgarber@verizon.net)

Marc R. Garber Esq. (marcgarber@gmail.com)

Marc R. Garber Esq. @ Flaster Greenberg P.C.  
(marc.garber@flastergreenberg.com)

'tourcandy@gmail.com' (tourcandy@gmail.com)'

'Eliot Bernstein (iviewit@iviewit.tv)'

Alan, again, until the true and proper beneficiaries can be determined by the Court I have requested interim distributions to be deducted from the ultimate beneficiaries, as Ted has done before in Shirley's Trust. I am not signing any clawback or release that relates to distributions made to any party directly and participate in what are knowingly fraudulent distributions to improper parties. Unless of course the Judge states that it is OK to take improper distributions and I will lose NO rights or recourses in so doing and that I will be free of any participation in what we all know is criminal wrongdoing. There can be no release of the ALLEGED Trustee from any wrongdoing as taking the distributions this way would again be yet another fraudulent act and again I cannot participate or sign any releases that would limit or diminish liabilities against the Trustee for continued breaches of duties and fraud. I am shocked that you would even try this ploy, the same Tescher and Spallina have tried in the past that you have worked so hard to setup (waiting until the day before their school starts to heavy hand me to accept these illegal distributions you suggest) all in efforts to again try and force me using my children as pawns to take KNOWINGLY IMPROPER AND ILLEGAL DISTRIBUTIONS. I am saddened to see this extortion scheme again be used to gain a release and consent from me, when it has failed before and even judge Colin in the Sept. 13, 2013 hearing would not bless this type of arrangement. FOR SHAME ON YOU!!!!!!! I am also shocked that as Counsel to the Alleged Trustee Theodore you are sending my children's confidential school information we spoke of to other parties for their input, as this seems a breach

of my confidentiality and is disturbing because I do not recall when Theodore, Pamela, Jill and Lisa rushed to take distributions they knew were improper anyone having input into what they were using the monies for or taking votes or giving input on the uses or needs, I find this conduct reprehensible too, as you try and invite others to participate in this extortive scheme.

Again, for all the reasons your client was rejected as Curator and PR in Simon's Estate, you should advise your client for the benefit of all parties, including both he and you, to resign as ALLEGED Trustee in Simon's Estate, as ALLEGED Trustee in Shirley's Estate and PR in Shirley's Estate, EFFECTIVE INSTANTLY, to save us all from having to remove him for solid reasons. Keep in mind the scoured looks Judge Colin gave both you and Theodore to WITHDRAW voluntarily your PROHIBITED pleading to have Theodore become the PR and how you finally withdrew, knowing there was no hope for just and sound reasons that now preclude Theodore from acting in any Fiducial matters forward involving my parents, are you really going to continue this farce and force further resources to be wasted by everyone to have him forcefully removed by Judge Colin. Remember he denied Theodore becoming Curator for similar reasons prior. Also, you and I both know the Florida Bar rules prohibit attorneys from making improper pleadings on behalf of parties and advancing FRIVOLOUS and VEXATIOUS pleadings and I will be reporting each of these pleadings forward as evidence of further violations of bar rules and misconduct on your part.

Additionally, I have sent you and your firm Waivers of Service/Process for the Oppenheimer Lawsuit Counter Complaint that your are named defendants in and I am asking for a written reply to if you are going to waive service or if I have to send a Marshall to serve you and your firm and its partners, associates, of counsel, etc. Additionally, who will be representing you as your counsel personally and professionally forward and who will be representing your firm and the partners, etc. so that I can serve papers on their counsel instead of each party individually, as you have requested. Also, does everyone have counsel for the probate cases of Simon and Shirley where you are all being sued as Respondents in those matters? I did note that you are trying to reject emails from me regarding these lawsuit matters from reaching your partners, etc., could you have each of those you are blocking service of my mail to, please write to me individually with whom I should contact regarding serving their papers forward.

Can you send over copies of all SIGNED documents signed by any parties in the past regarding distributions they took and any releases they may have signed at that time?

Finally, do you have the name and information for your liability carriers and policies for you individually and the firm and can you please send them over? When will you be available for deposition? I have asked several times for dates and times and you have failed to even respond.

Eliot

---

**From:** Alan Rose [mailto:ARose@mrachek-law.com]  
**Sent:** Sunday, August 17, 2014 10:33 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** John P. Morrissey; William H. Glasko, Esq.; tbernstein@lifeinsuranceconcepts.com  
**Subject:** Clawback Agreement

Attached is a draft Agreement, similar to the one signed by Jill and others when they received an interim distribution.

I have drafted this and send to you for review in advance of the hearings on Tuesday.

As we indicated a few weeks ago, the Trustee has no objection to making an interim distribution so long as there are no objections from others (none have been lodged so far, and I trust that Bill and John will again forward this to their clients and advise of there is any objections), you sign some receipt and return agreement (see attached); and the Court enters an order directing the interim distribution and protecting the Trustee from liability for making such payments either to you or to the St Andrews School for tuition, however the Court orders.

Please review the attached and provide any comments or edits at your earliest opportunity. By copy to their counsel, I again am inviting comment or objection from anyone else.

---

Eliot I. Bernstein  
Inventor  
Iviewit Holdings, Inc. – DL  
2753 N.W. 34th St.  
Boca Raton, Florida 33434-3459  
(561) 245.8588 (o)  
(561) 886.7628 (c)  
(561) 245-8644 (f)  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
<http://www.iviewit.tv>

---

**NOTICE:** Due to Presidential Executive Orders, the National Security Agency may have read this email without warning, warrant, or notice. They may do this without any judicial or legislative oversight and it can happen to ordinary Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

**CONFIDENTIALITY NOTICE:**

This message and any attachments are covered by the Electronic Communications Privacy Act, 18 U.S.C. SS 2510-2521. This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message or call (561) 245-8588. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

\*The Electronic Communications Privacy Act, 18 U.S.C. 119 Sections 2510-2521 et seq., governs distribution of this "Message," including attachments. The originator intended this Message for the specified recipients only; it may contain the originator's confidential and proprietary information. The originator hereby notifies unintended recipients that they have received this Message in error, and strictly proscribes their Message review, dissemination, copying, and content-based actions. Recipients-in-error shall notify the originator immediately by e-mail, and delete the original message. Authorized carriers of this message shall expeditiously deliver this Message to intended recipients. See: Quon v. Arch.  
\*Wireless Copyright Notice\*. Federal and State laws govern copyrights to this Message. You must have the originator's full written consent to alter, copy, or use this Message. Originator acknowledges others' copyrighted content in this Message. Otherwise, Copyright © 2011 by originator Eliot Ivan Bernstein, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv) and [www.iviewit.tv](http://www.iviewit.tv). All Rights Reserved.

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; 'tourcandy@gmail.com' (tourcandy@gmail.com)  
**Subject:** RE: 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. - A....pdf

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court

determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [mailto: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

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](mailto: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>



## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan B. Rose Esq. (arose@pm-law.com)  
**Subject:** FW: 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. - A....pdf

---

**From:** Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; '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.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; "tourcandy@gmail.com" (tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto: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>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 9:09 PM  
**To:** Alan B. Rose Esq. (arose@pm-law.com)  
**Cc:** Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)  
**Subject:** FW: Agreement and Orders

Alan, since we have a bit more time to discuss these matters before Court since the Trustee has failed to make the requested Welfare Payments under the terms of the trust in time to save their enrollment, I took your advice and have contacted some other people as you suggested to review. The suggested final changes we are willing to accept that comply with the Court's stated intent and what everyone agreed was to be in the agreement regarding releasing liabilities of the trustee and counsel, ONLY for the scope and amount of payment to Saint Andrews school, and nothing else, the final at this time suggested changes are as follows:

"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."

We will also need to add a new paragraph at the end due to the missed deadline as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out.

Eliot

---

**From:** Eliot Ivan Bernstein [mailto:iviewit@iviewit.tv]  
**Sent:** Tuesday, August 19, 2014 7:28 PM  
**To:** 'Alan Rose'  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'  
**Subject:** RE: Agreement and Orders

Alan, it is you who are being difficult in efforts to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today. We all agreed that the liabilities and indemnification would be for the amount paid to Saint Andrews of \$133,500.00 and nothing more. I believe we should get before the judge tomorrow with the proposed changes and let him decide what changes to

approve, as I will not approve any agreement that has open ended liability release and open ended indemnification release. Nor will I approve any agreement where distributions are made to either me or my children without the judge first determining who the beneficiaries are for the distributions to be made to legally. Since we agreed that the payments are being made to Saint Andrews directly and not being distributed at this time to any party (or an unknown party as you stated), as the beneficiaries are unknown at this time due to the fraud that has occurred by Ted's prior counsel Tescher and Spallina and we were not sure how distributions could be made to unknown beneficiaries at this time legally, this may all be best brought before the judge again to make all these determinations now that we have drafted the documents. Let me know, Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 7:09 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** Re: Agreement and Orders

You're being difficult, just to be difficult. The language I drafted with two clear provisions (i) and (ii) is exactly what you wanted. I suggest you discuss it with Mark Garber or one of the other lawyers you seem to copy on these things.

I would suggest that you sign the one that I just sent, or the original one which the court approved, and upon receiving one in the morning I will fax the two orders to the judge.

Alan B. Rose

On Aug 19, 2014, at 18:59, "Eliot Ivan Bernstein" <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)> wrote:

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School."

The exact language I offered was either;

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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."

Or

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new language above that I had never seen before this email, you could put in a sentence at the end that states, "The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school."

Let me know and please let's stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Elliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:24 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein



**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:53 PM

**To:** Alan Rose

**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:42 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg



P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)

**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:25 PM

**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:34 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, another option is “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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [“Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is

true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

505 South Flagler Drive

Suite 600

West Palm Beach, Florida 33401

561.655.2250 Phone

**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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose



**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, “(either Eliot or his children or both, as determined by the Court at later one)” was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net))'; 'Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com))'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com))'; 'Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com))'; 'Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com))'; 'Andrew R. Dietz @ Rock It Cargo USA'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:54 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R.

Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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 are 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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made

the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:25 PM

**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[bernstein@lifeinsuranceconcepts.com](mailto:bernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 6:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and then you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone who was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”

If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber’s comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** Alan Rose  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.;



Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.;  
[tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[bernstein@lifeinsuranceconcepts.com](mailto:bernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net))'; 'Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com))'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com))'; 'Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com))'; 'Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com))'; 'Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

<Confidential Agreement for Partial Distribution FINAL SIGNED.PDF>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 9:43 PM  
**To:** Alan B. Rose Esq. (arose@pm-law.com)  
**Cc:** Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)  
**Subject:** FW: Agreement and Orders

Alan in response to your email below, I have been looking at this complex legal document created today in court on the backs of pages on several different documents, in handwriting I could hardly read and in other parts from your computer screen for a few hours today and trying to work through this timely to keep the kids in school, which the Trustee has already failed to do through this breach. I am certain Judge Colin would not want me to have signed this complex and lengthy document without first seeing even a draft to approve and just from a reading of the proposed language in the Court where again I did not have the document or even a draft to review what was being read into the record. We got down to making the document correct other than in the terms of what exactly we are limiting your and the trustees liabilities and indemnifications too specifically as we agreed in court to the payments and amounts of those payments, NOTHING ELSE. I again will suggest the final language on this that I proposed in my last email after talking to people you told me to consult with that best limits those things to what we agreed to in Court and what Judge Colin even said was capped liabilities and indemnifications to the scope and dollar amount of the payments to the school. You are reaching to try and get far more in and now calling me names and calling me "paranoid" for making changes that even you claim everyone else is aware of but that do not exist in the language. This insulting, rude and slanderous language against me, especially in front of all these professionals further shows the anger and adversity you have towards me and my children and further calls into question your conflicts of interests with me and these matters. If you cannot accept my changes below we will go the Judge and do not fax anything to him accept that we could not agree once I reviewed the proposed agreement language and could not come to terms on the proposed language and thus NO ORDER was agreed on either.

"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."

We will also need to add a new paragraph at the end due to the missed deadline by the Trustee, as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out. I have not approved any Orders until we have reached an Agreement and it is signed, please do not mislead the Court that I have approved the Orders prior to Agreement.

**From:** Alan Rose [mailto:ARose@mrachek-law.com]

**Sent:** Tuesday, August 19, 2014 8:52 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; tourcandy@gmail.com; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell; William H. Glasko, Esq.; John P. Morrissey

**Subject:** RE: Agreement and Orders

I honestly do not understand what you are saying now. You have twice approved the form only to renege, and a third time demanded a useless change which I ultimately agreed to make just to get this done:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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 for making the above-listed payments to St. Andrews School.”

The point of that last change, from my view, was to make it clear that the qualifying language “for making the above-listed payments to St. Andrews School” applied to both parts of that paragraph. That was unnecessary, but it was harmless as well, so I was willing to do that to accommodate you and assuage any paranoia you may have.

That still was not acceptable to you, and now you are complaining about some “effort[] to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today.” That makes it very easy to know what to do. We like better what was agreed to in Court by Judge Colin. If you also like what was agreed to in Court better than what you persuaded me to edit this afternoon, and that is the only language approved by the Court, then that is what we prefer too.

You state: “Nor will I approve any agreement . . . .” You have approved an agreement, announced in open court and on the record. That is the one and only agreement, and you have approved it, under oath, and you need to comply with it just the same as everyone else.

It appears that you have no intention of signing anything, regardless of what it says. I conclude that because no matter what changes we make at your request, it still is never good enough. Your latest email goes back to the beginning, where you were at 10:30 am before Mr. O'Connell spoke to you and long before we went before the Court.

I will submit by fax the two orders in the morning, the forms of which you already have approved. The orders both provide that “The Trustee is authorized and directed to make such payment upon receipt from Eliot and Candice Bernstein of a signed copy of the Agreement.”

We will accept a signed copy of the latest draft (from my 6:15 pm email) which incorporated all of your changes until 8:00 am tomorrow morning.

After that, we will fax the Orders to Judge Colin and go back to the exact language already approved by the Court (see attached), which I should have insisted upon in response to your 3:21 p.m. email. Those are the choices.

Once the Court signs the Agreed Orders, the Trustee will comply with the Orders. That means that, thereafter, when we get “receipt from Eliot and Candice Bernstein of a signed copy of the Agreement” -- a signed copy of the Court approved form of the Agreement (attached) from my 2:01 pm email [it is now 8:50 pm and you still have not signed anything] -- the Successor Trustee of the Shirley Trust will make the payments required.

I am finished on this topic. I do not have the time to respond any further, as I have other matters to attend to.

We worked long and hard to find a solution here, but you seem only interested in finding more problems. My client, as Trustee, is committed to finding solutions and bringing these matters to an end as quickly and efficiently as possible. I hope that you soon join in that goal of bringing these matters to a proper conclusion.

Good night.

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [mailto:[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)]  
**Sent:** Tuesday, August 19, 2014 9:09 PM  
**To:** Alan B. Rose Esq. ([arose@pm-law.com](mailto:arose@pm-law.com))  
**Cc:** Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com)); 'Eliot Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ([boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com))  
**Subject:** FW: Agreement and Orders

Alan, since we have a bit more time to discuss these matters before Court since the Trustee has failed to make the requested Welfare Payments under the terms of the trust in time to save their enrollment, I took your advice and have



contacted some other people as you suggested to review. The suggested final changes we are willing to accept that comply with the Court's stated intent and what everyone agreed was to be in the agreement regarding releasing liabilities of the trustee and counsel, ONLY for the scope and amount of payment to Saint Andrews school, and nothing else, the final at this time suggested changes are as follows:

"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."

We will also need to add a new paragraph at the end due to the missed deadline as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out.

Eliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 7:28 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'

**Subject:** RE: Agreement and Orders

Alan, it is you who are being difficult in efforts to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today. We all agreed that the liabilities and indemnification would be for the amount paid to Saint Andrews of \$133,500.00 and nothing more. I believe we should get before the judge tomorrow with the proposed changes and let him decide what changes to approve, as I will not approve any agreement that has open ended liability release and open ended indemnification release. Nor will I approve any agreement where distributions are made to either me or my children without the judge first determining who the beneficiaries are for the distributions to be made to legally. Since we agreed that the payments are being made to Saint Andrews directly and not being distributed at this time to any party (or an unknown party as you stated), as the beneficiaries are unknown at this time due to the fraud that has occurred by Ted's prior counsel Tescher and Spallina and we were not sure how distributions could be made to unknown beneficiaries at this time legally, this may all be best brought before the judge again to make all these determinations now that we have drafted the documents. Let me know, Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 7:09 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** Re: Agreement and Orders

You're being difficult, just to be difficult. The language I drafted with two clear provisions (i) and (ii) is exactly what you wanted. I suggest you discuss it with Mark Garber or one of the other lawyers you seem to copy on these things.

I would suggest that you sign the one that I just sent, or the original one which the court approved, and upon receiving one in the morning I will fax the two orders to the judge.

Alan B. Rose

On Aug 19, 2014, at 18:59, "Eliot Ivan Bernstein" <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)> wrote:

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School."

The exact language I offered was either;

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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."

Or

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new language above that I had never seen before this email, you could put in a sentence at the end that states, "The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school."

Let me know and please let's stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Eliot

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:24 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is

true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

505 South Flagler Drive

Suite 600

West Palm Beach, Florida 33401

561.655.2250 Phone

**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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, “(either Eliot or his children or both, as determined by the Court at later one)” was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net))'; 'Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com))'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com))'; 'Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com))'; 'Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com))'; 'Andrew R. Dietz @ Rock It Cargo USA'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,



“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:34 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, another option is "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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified

and held harmless from suit [“Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews.”] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein

Cc: [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

Subject: RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg

P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'

**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid

to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.



**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:54 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, “(either Eliot or his children or both, as determined by the Court at later one)” was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM

**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 6:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and the you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”

If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber’s comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** Alan Rose  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can

go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.;

[tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit

[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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein

Cc: [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

Subject: RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 3:53 PM

**To:** Alan Rose

**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 3:21 PM

**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'

**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C.

([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq.  
([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg  
P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers  
Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @  
Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It  
Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate

beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order."

This is what we propose,

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 distributions provided under the Agreement



for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

<Confidential Agreement for Partial Distribution FINAL SIGNED.PDF>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Tuesday, August 19, 2014 10:43 PM  
**To:** Alan B. Rose Esq. (arose@pm-law.com)  
**Cc:** Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'  
**Subject:** Saint Andrews Distributions and Your liabilities and conflicts

Alan,

You stated, admitted and acknowledged in open court today and on the record to Judge Colin that I was “suing you.” With that said this creates conflicts of interests and more that you have prohibit you from continuing representing parties forward in these matters as in independent lawyer, especially as opposing counsel to me or as counsel to the Trustee Theodore. Due to the conflicts and direct adverse interest created by your being a defendant/respondent and acting as opposing counsel, calls for your immediate voluntary resignation under the rules of the Florida Bar and Statutes. As you have admitted to the Court that you are being sued in these matters by me, I am certain you will have already notified your liability carrier of the Lawsuit and the ongoing criminal investigations you are involved in as a party responsible for the alleged crimes and that you have informed them of the total liabilities that may result from these lawsuits and estate matters. Liabilities which you stated were alleged to be “40-100 million dollars.” I would like confirmation from your carrier that they are allowing you to continue to represent these matters or parties in these matters forward and that they have been notified that you are both a Defendant in lawsuits with me and a Respondent in the Estate cases of Simon and Shirley.

I would also like confirmation that you are authorized by them to make or enter into any agreements forward, including the one you proposed today. As you have admitted now you are now a Defendant in Lawsuits with me could you please send me over who the lawyers are that are representing you. Please provide this information for all of your partners, associates and of counsel et al. who are also all being sued and who will be representing the firm. I think if you are to make or enter into agreements knowing of these conflicts and other problems related to you and your firm being defendants/respondents in all of these matters, you may also be committing insurance fraud and other criminal acts and civil torts.

Again, I urge you and your client, Theodore, to immediately voluntarily resign for reasons that are all now beyond reproach legally and demand such compulsory voluntarily withdrawal and proof of reporting to insurance carriers etc. I believe you also have as an acting officer of the Court a duty to notify the Court of these problems with your representations forward and will expect to get confirmation of that as well.

Eliot I. Bernstein  
Inventor  
Iviewit Holdings, Inc. – DL  
2753 N.W. 34th St.  
Boca Raton, Florida 33434-3459  
(561) 245.8588 (o)  
(561) 886.7628 (c)  
(561) 245-8644 (f)  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

**NOTICE:** Due to Presidential Executive Orders, the National Security Agency may have read this email without warning, warrant, or notice. They may do this without any judicial or legislative oversight and it can happen to ordinary Americans like you and me. You have no recourse nor protection save to vote against any incumbent endorsing such unlawful acts.

**CONFIDENTIALITY NOTICE:**

This message and any attachments are covered by the Electronic Communications Privacy Act, 18 U.S.C. SS 2510-2521. This e-mail message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message or call (561) 245-8588. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

\*The Electronic Communications Privacy Act, 18 U.S.C. 119 Sections 2510-2521 et seq., governs distribution of this "Message," including attachments. The originator intended this Message for the specified recipients only; it may contain the originator's confidential and proprietary information. The originator hereby notifies unintended recipients that they have received this Message in error, and strictly proscribes their Message review, dissemination, copying, and content-based actions. Recipients-in-error shall notify the originator immediately by e-mail, and delete the original message. Authorized carriers of this message shall expeditiously deliver this Message to intended recipients. See: Quon v. Arch.

\*Wireless Copyright Notice\*. Federal and State laws govern copyrights to this Message. You must have the originator's full written consent to alter, copy, or use this Message. Originator acknowledges others' copyrighted content in this Message. Otherwise, Copyright © 2011 by originator Eliot Ivan Bernstein, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv) and [www.iviewit.tv](http://www.iviewit.tv). All Rights Reserved.

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@gmail.com>  
**Sent:** Wednesday, August 20, 2014 12:04 AM  
**To:** Alan B. Rose Esq. (arose@pm-law.com)  
**Cc:** Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'  
**Subject:** FW: Agreement and Orders

**Tracking:**

**Recipient**

**Read**

Alan B. Rose Esq. (arose@pm-law.com)

Caroline Prochotska Rogers Esq.  
(caroline@cprogers.com)

Michele M. Mulrooney ~ Partner @ Venable LLP  
(mmulrooney@Venable.com)

Andrew R. Dietz @ Rock It Cargo USA

Marc R. Garber Esq. @ Flaster Greenberg P.C.  
(marcgarber@verizon.net)

Marc R. Garber Esq. (marcgarber@gmail.com)

Marc R. Garber Esq. @ Flaster Greenberg P.C.  
(marc.garber@flastergreenberg.com)

'tourcandy@gmail.com' (tourcandy@gmail.com)

'Eliot Bernstein (iviewit@iviewit.tv)'

Alan Rose

Read: 8/20/2014 6:19 AM

Alan to clarify your statement below, I asked for these payments several times over the last year and half to the former removed trustees Spallina and Tescher, to them as counsel to Ted as ALLEGED Trustee and Ted directly and they were not made. I have alleged this was part of an extortion of my family whereby the Welfare payments would not be made by the trustees unless I took them as illegal distributions to improper parties, which again is what you tried today and then tried to get global liability and indemnification protections for unlimited amounts and purposes for merely making the required Welfare Payments to the school. You may try to twist this and call me paranoid as you now publically have, to make it look like I have failed my three minor children but it is the Trustee that is responsible for making these payments, not I. Again, payments were made in the past by Theodore for our family needs out of Shirley's Trust and he even stated he would later take them off any future distributions and he did that with no agreements or any release of anything, I am not sure why now we have to do anything different, I am not even sure if "distributions" can legally be made to unknown beneficiaries at this time and they should not just be called Welfare Payments to be deducted from either Eliot or his Children future distributions, as no one has disputed that me or my children will be ultimate beneficiaries.

Again, I would prefer if you have your counsel that will be representing you as Respondent and Defendant in these matters respond to this email.

Eliot

---

**From:** Eliot Ivan Bernstein [mailto:[iviewit@gmail.com](mailto:iviewit@gmail.com)]

**Sent:** Tuesday, August 19, 2014 11:09 PM

**To:** 'Alan Rose'

**Cc:** Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com)); 'Eliot Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ([boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com))

**Subject:** RE: Agreement and Orders

Alan, I am not approving any orders or any agreement, I have not agreed to anything in court but proposed language that I never saw in a complete document. To now try and force me into an agreement to get your waivers will be further egregious acts of bad faith with unclean hands by both you and Theodore. There has been no agreement as nothing was signed and any orders were dependent on having a signed agreement to the terms discussed in court and those terms were not present in the language you drafted and perhaps the language read into the court. If we have not agreed by tomorrow morning on the language you may tell the judge that we have not reached agreement and you are not making the payments, as we will not accept payments under these terms without the suggested clarifications. I also had no chance to review the transcripts and have no copies of all the documents that were used in court so I am not even sure this language is what was stated in the record and if it were I would still object after having had a FIRST chance to review it today after court and determined that it did not reflect what the judges intent and my intent were for the agreement as stated in court. There is no signed agreement so I could not have breached it. The only breach is your client Theodore failing to make required and non discretionary payments for the Welfare of the Children as called for in the Trust.

I am not sure if talking with you any longer on any issues is a good idea now that you are aware I am suing you. I think from this point forward you need to immediately tell me who your counsel is in these matters as a Respondent and as a Defendant in the Lawsuits so I can speak to them directly to avoid these hostilities, including now your public slanderous and defaming name calling.

Eliot

---

**From:** Alan Rose [mailto:[ARose@mrachek-law.com](mailto:ARose@mrachek-law.com)]

**Sent:** Tuesday, August 19, 2014 10:36 PM

**To:** Eliot Ivan Bernstein; Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** RE: Agreement and Orders

We have an agreement, and the Court ruled on your Emergency Motion. In a few days we will have a transcript of that ruling, but as I read the agreement straight from my notes and as I typed the agreement straight from those same notes, I believe my draft is consistent with the agreement as announced in court and as ruled upon.

Everytime you respond you try to make even more changes; now something I don't understand what you are trying to do to limit the Trustee's agreed-upon and court-approved protections. I normally might suggest that you consult with Brian O'Connell, who patiently spent hours today trying to help you, rather than others, but he is not your lawyer and I am not sure you'd listen to him either.

I am submitting the Orders by fax at 8:00 am. I will be glad to advise the Court in the fax that you disagree with these and refuse to sign the Agreement. I think the Court indicated that this was the agreement regardless of whether it is signed. You can choose to honor or breach the agreement; that choice is yours alone.

The school issue is a problem of your own making, particularly delaying the request until late July, and it is a problem everyone but you is willing to solve.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 9:43 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** FW: Agreement and Orders

Alan in response to your email below, I have been looking at this complex legal document created today in court on the backs of pages on several different documents, in handwriting I could hardly read and in other parts from your computer screen for a few hours today and trying to work through this timely to keep the kids in school, which the Trustee has already failed to do through this breach. I am certain Judge Colin would not want me to have signed this complex and lengthy document without first seeing even a draft to approve and just from a reading of the proposed language in the Court where again I did not have the document or even a draft to review what was being read into the record. We got down to making the document correct other than in the terms of what exactly we are limiting your and the trustees liabilities and indemnifications too specifically as we agreed in court to the payments and amounts of those payments, NOTHING ELSE. I again will suggest the final language on this that I proposed in my last email after talking to people you told me to consult with that best limits those things to what we agreed to in Court and what Judge Colin even said was capped liabilities and indemnifications to the scope and dollar amount of the payments to the school. You are reaching to try and get far more in and now calling me names and calling me "paranoid" for making changes that even you claim everyone else is aware of but that do not exist in the language. This insulting, rude and slanderous language against me, especially in front of all these professionals further shows the anger and adversity you have towards me and my children and further calls into question your conflicts of interests with me and these matters. If you cannot accept my changes below we will go the Judge and do not fax anything to him accept that we could not agree once I reviewed the proposed agreement language and could not come to terms on the proposed language and thus NO ORDER was agreed on either.

"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."

We will also need to add a new paragraph at the end due to the missed deadline by the Trustee, as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out. I have not approved any Orders until we have reached an Agreement and it is signed, please do not mislead the Court that I have approved the Orders prior to Agreement.

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 8:52 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell; William H. Glasko, Esq.; John P. Morrissey

**Subject:** RE: Agreement and Orders

I honestly do not understand what you are saying now. You have twice approved the form only to renege, and a third time demanded a useless change which I ultimately agreed to make just to get this done:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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 for making the above-listed payments to St. Andrews School.”

The point of that last change, from my view, was to make it clear that the qualifying language “for making the above-listed payments to St. Andrews School” applied to both parts of that paragraph. That was unnecessary, but it was harmless as well, so I was willing to do that to accommodate you and assuage any paranoia you may have.

That still was not acceptable to you, and now you are complaining about some “effort[] to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today.” That makes it very easy to know what to do. We like better what was agreed to in Court by Judge Colin. If you also like what was agreed to in Court better than what you persuaded me to edit this afternoon, and that is the only language approved by the Court, then that is what we prefer too.

You state: “Nor will I approve any agreement . . . .” You have approved an agreement, announced in open court and on the record. That is the one and only agreement, and you have approved it, under oath, and you need to comply with it just the same as everyone else.

It appears that you have no intention of signing anything, regardless of what it says. I conclude that because no matter what changes we make at your request, it still is never good enough. Your latest email goes back to the beginning, where you were at 10:30 am before Mr. O’Connell spoke to you and long before we went before the Court.

I will submit by fax the two orders in the morning, the forms of which you already have approved. The orders both provide that “The Trustee is authorized and directed to make such payment upon receipt from Eliot and Candice Bernstein of a signed copy of the Agreement.”

We will accept a signed copy of the latest draft (from my 6:15 pm email) which incorporated all of your changes until 8:00 am tomorrow morning.

After that, we will fax the Orders to Judge Colin and go back to the exact language already approved by the Court (see attached), which I should have insisted upon in response to your 3:21 p.m. email. Those are the choices.

Once the Court signs the Agreed Orders, the Trustee will comply with the Orders. That means that, thereafter, when we get “receipt from Eliot and Candice Bernstein of a signed copy of the Agreement” -- a signed copy of the Court approved form of the Agreement (attached) from my 2:01 pm email [it is now 8:50 pm and you still have not signed anything] – the Successor Trustee of the Shirley Trust will make the payments required.



I am finished on this topic. I do not have the time to respond any further, as I have other matters to attend to.

We worked long and hard to find a solution here, but you seem only interested in finding more problems. My client, as Trustee, is committed to finding solutions and bringing these matters to an end as quickly and efficiently as possible. I hope that you soon join in that goal of bringing these matters to a proper conclusion.

Good night.

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 9:09 PM

**To:** Alan B. Rose Esq. ([arose@pm-law.com](mailto:arose@pm-law.com))

**Cc:** Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com)); 'Eliot Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

([boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com))

**Subject:** FW: Agreement and Orders

Alan, since we have a bit more time to discuss these matters before Court since the Trustee has failed to make the requested Welfare Payments under the terms of the trust in time to save their enrollment, I took your advice and have contacted some other people as you suggested to review. The suggested final changes we are willing to accept that comply with the Court's stated intent and what everyone agreed was to be in the agreement regarding releasing liabilities of the trustee and counsel, ONLY for the scope and amount of payment to Saint Andrews school, and nothing else, the final at this time suggested changes are as follows:

"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."

We will also need to add a new paragraph at the end due to the missed deadline as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out.

Eliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 7:28 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'

**Subject:** RE: Agreement and Orders

Alan, it is you who are being difficult in efforts to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today. We all agreed that the liabilities and indemnification would be for the amount paid to Saint Andrews of \$133,500.00 and nothing more. I believe we should get before the judge tomorrow with the proposed changes and let him decide what changes to approve, as I will not approve any agreement that has open ended liability release and open ended indemnification release. Nor will I approve any agreement where distributions are made to either me or my children without the judge first determining who the beneficiaries are for the distributions to be made to legally. Since we agreed that the payments are being made to Saint Andrews directly and not being distributed at this time to any party (or an unknown party as you stated), as the beneficiaries are unknown at this time due to the fraud that has occurred by Ted's prior counsel Tescher and Spallina and we were not sure how distributions could be made to unknown beneficiaries at this time legally, this may all be best brought before the judge again to make all these determinations now that we have drafted the documents. Let me know, Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 7:09 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** Re: Agreement and Orders

You're being difficult, just to be difficult. The language I drafted with two clear provisions (i) and (ii) is exactly what you wanted. I suggest you discuss it with Mark Garber or one of the other lawyers you seem to copy on these things.

I would suggest that you sign the one that I just sent, or the original one which the court approved, and upon receiving one in the morning I will fax the two orders to the judge.

Alan B. Rose

On Aug 19, 2014, at 18:59, "Eliot Ivan Bernstein" <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)> wrote:

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School."

The exact language I offered was either;

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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."

Or

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new language above that I had never seen before this email, you could put in a sentence at the end that states, "The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school."

Let me know and please let's stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots

and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Elliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:24 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I

reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcrgarber@verizon.net](mailto:marcrgarber@verizon.net)); Marc R. Garber Esq. ([marcrgarber@gmail.com](mailto:marcrgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:



This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:34 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, another option is "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 the above-listed

payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no

one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:25 PM

**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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 are 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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net))'; 'Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com))'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com))'; 'Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com))'; 'Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com))'; 'Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:54 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber

Esq. '; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'

**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,



Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 6:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and the you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”

If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber’s comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991

<image001.jpg>

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 are 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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** Alan Rose  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @

Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline

Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his

children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

<Confidential Agreement for Partial Distribution FINAL SIGNED.PDF>

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@gmail.com>  
**Sent:** Wednesday, August 20, 2014 12:05 AM  
**To:** Alan B. Rose Esq. (arose@pm-law.com)  
**Cc:** Caroline Prochotska Rogers Esq. (caroline@cprogers.com); Michele M. Mulrooney ~ Partner @ Venable LLP (mmulrooney@Venable.com); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. (marcgarber@verizon.net); Marc R. Garber Esq. (marcgarber@gmail.com); Marc R. Garber Esq. @ Flaster Greenberg P.C. (marc.garber@flastergreenberg.com); 'tourcandy@gmail.com' (tourcandy@gmail.com); 'Eliot Bernstein (iviewit@iviewit.tv)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)  
**Subject:** FW: Agreement and Orders

**Tracking:**

**Recipient**

**Read**

Alan B. Rose Esq. (arose@pm-law.com)

Caroline Prochotska Rogers Esq.  
(caroline@cprogers.com)

Michele M. Mulrooney ~ Partner @ Venable LLP  
(mmulrooney@Venable.com)

Andrew R. Dietz @ Rock It Cargo USA

Marc R. Garber Esq. @ Flaster Greenberg P.C.  
(marcgarber@verizon.net)

Marc R. Garber Esq. (marcgarber@gmail.com)

Marc R. Garber Esq. @ Flaster Greenberg P.C.  
(marc.garber@flastergreenberg.com)

'tourcandy@gmail.com' (tourcandy@gmail.com)

'Eliot Bernstein (iviewit@iviewit.tv)'

Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz  
Martens & O'Connell (boconnell@ciklinlubitz.com)

Alan Rose

Read: 8/20/2014 6:20 AM

Alan to clarify your statement below, I asked for these payments several times over the last year and half to the former removed trustees Spallina and Tescher, to them as counsel to Ted as ALLEGED Trustee and Ted directly and they were not made. I have alleged this was part of an extortion of my family whereby the Welfare payments would not be made by the trustees unless I took them as illegal distributions to improper parties, which again is what you tried today and then tried to get global liability and indemnification protections for unlimited amounts and purposes for merely making the required Welfare Payments to the school. You may try to twist this and call me paranoid as you now publically have, to make it look like I have failed my three minor children but it is the Trustee that is responsible for making these payments, not I. Again, payments were made in the past by Theodore for our family needs out of Shirley's Trust and he even stated he would later take them off any future distributions and he did that with no agreements or any release of anything, I am not sure why now we have to do anything different, I am not even sure if "distributions" can legally be made to unknown beneficiaries at this time and they should not just be called Welfare Payments to be deducted from either Eliot or his Children future distributions, as no one has disputed that me or my children will be ultimate beneficiaries.

Again, I would prefer if you have your counsel that will be representing you as Respondent and Defendant in these matters respond to this email.

Eliot

---

**From:** Eliot Ivan Bernstein [mailto:[iviewit@gmail.com](mailto:iviewit@gmail.com)]

**Sent:** Tuesday, August 19, 2014 11:09 PM

**To:** 'Alan Rose'

**Cc:** Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com)); 'Eliot Bernstein ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ([boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com))

**Subject:** RE: Agreement and Orders

Alan, I am not approving any orders or any agreement, I have not agreed to anything in court but proposed language that I never saw in a complete document. To now try and force me into an agreement to get your waivers will be further egregious acts of bad faith with unclean hands by both you and Theodore. There has been no agreement as nothing was signed and any orders were dependent on having a signed agreement to the terms discussed in court and those terms were not present in the language you drafted and perhaps the language read into the court. If we have not agreed by tomorrow morning on the language you may tell the judge that we have not reached agreement and you are not making the payments, as we will not accept payments under these terms without the suggested clarifications. I also had no chance to review the transcripts and have no copies of all the documents that were used in court so I am not even sure this language is what was stated in the record and if it were I would still object after having had a FIRST chance to review it today after court and determined that it did not reflect what the judges intent and my intent were for the agreement as stated in court. There is no signed agreement so I could not have breached it. The only breach is your client Theodore failing to make required and non discretionary payments for the Welfare of the Children as called for in the Trust.

I am not sure if talking with you any longer on any issues is a good idea now that you are aware I am suing you. I think from this point forward you need to immediately tell me who your counsel is in these matters as a Respondent and as a Defendant in the Lawsuits so I can speak to them directly to avoid these hostilities, including now your public slanderous and defaming name calling.

Eliot

---

**From:** Alan Rose [mailto:[ARose@mrachek-law.com](mailto:ARose@mrachek-law.com)]

**Sent:** Tuesday, August 19, 2014 10:36 PM

**To:** Eliot Ivan Bernstein; Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** RE: Agreement and Orders

We have an agreement, and the Court ruled on your Emergency Motion. In a few days we will have a transcript of that ruling, but as I read the agreement straight from my notes and as I typed the agreement straight from those same notes, I believe my draft is consistent with the agreement as announced in court and as ruled upon.

Everytime you respond you try to make even more changes; now something I don't understand what you are trying to do to limit the Trustee's agreed-upon and court-approved protections. I normally might suggest that you consult with Brian O'Connell, who patiently spent hours today trying to help you, rather than others, but he is not your lawyer and I am not sure you'd listen to him either.

I am submitting the Orders by fax at 8:00 am. I will be glad to advise the Court in the fax that you disagree with these and refuse to sign the Agreement. I think the Court indicated that this was the agreement regardless of whether it is signed. You can choose to honor or breach the agreement; that choice is yours alone.

The school issue is a problem of your own making, particularly delaying the request until late July, and it is a problem everyone but you is willing to solve.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 9:43 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** FW: Agreement and Orders

Alan in response to your email below, I have been looking at this complex legal document created today in court on the backs of pages on several different documents, in handwriting I could hardly read and in other parts from your computer screen for a few hours today and trying to work through this timely to keep the kids in school, which the Trustee has already failed to do through this breach. I am certain Judge Colin would not want me to have signed this complex and lengthy document without first seeing even a draft to approve and just from a reading of the proposed language in the Court where again I did not have the document or even a draft to review what was being read into the record. We got down to making the document correct other than in the terms of what exactly we are limiting your and the trustees liabilities and indemnifications too specifically as we agreed in court to the payments and amounts of those payments, NOTHING ELSE. I again will suggest the final language on this that I proposed in my last email after talking to people you told me to consult with that best limits those things to what we agreed to in Court and what Judge Colin even said was capped liabilities and indemnifications to the scope and dollar amount of the payments to the school. You are reaching to try and get far more in and now calling me names and calling me "paranoid" for making changes that even you claim everyone else is aware of but that do not exist in the language. This insulting, rude and slanderous language against me, especially in front of all these professionals further shows the anger and adversity you have towards me and my children and further calls into question your conflicts of interests with me and these matters. If you cannot accept my changes below we will go the Judge and do not fax anything to him accept that we could not agree once I reviewed the proposed agreement language and could not come to terms on the proposed language and thus NO ORDER was agreed on either.

"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."

We will also need to add a new paragraph at the end due to the missed deadline by the Trustee, as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out. I have not approved any Orders until we have reached an Agreement and it is signed, please do not mislead the Court that I have approved the Orders prior to Agreement.

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 8:52 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell; William H. Glasko, Esq.; John P. Morrissey

**Subject:** RE: Agreement and Orders

I honestly do not understand what you are saying now. You have twice approved the form only to renege, and a third time demanded a useless change which I ultimately agreed to make just to get this done:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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 for making the above-listed payments to St. Andrews School.”

The point of that last change, from my view, was to make it clear that the qualifying language “for making the above-listed payments to St. Andrews School” applied to both parts of that paragraph. That was unnecessary, but it was harmless as well, so I was willing to do that to accommodate you and assuage any paranoia you may have.

That still was not acceptable to you, and now you are complaining about some “effort[] to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today.” That makes it very easy to know what to do. We like better what was agreed to in Court by Judge Colin. If you also like what was agreed to in Court better than what you persuaded me to edit this afternoon, and that is the only language approved by the Court, then that is what we prefer too.

You state: “Nor will I approve any agreement . . . .” You have approved an agreement, announced in open court and on the record. That is the one and only agreement, and you have approved it, under oath, and you need to comply with it just the same as everyone else.

It appears that you have no intention of signing anything, regardless of what it says. I conclude that because no matter what changes we make at your request, it still is never good enough. Your latest email goes back to the beginning, where you were at 10:30 am before Mr. O'Connell spoke to you and long before we went before the Court.

I will submit by fax the two orders in the morning, the forms of which you already have approved. The orders both provide that “The Trustee is authorized and directed to make such payment upon receipt from Eliot and Candice Bernstein of a signed copy of the Agreement.”

We will accept a signed copy of the latest draft (from my 6:15 pm email) which incorporated all of your changes until 8:00 am tomorrow morning.

After that, we will fax the Orders to Judge Colin and go back to the exact language already approved by the Court (see attached), which I should have insisted upon in response to your 3:21 p.m. email. Those are the choices.

Once the Court signs the Agreed Orders, the Trustee will comply with the Orders. That means that, thereafter, when we get “receipt from Eliot and Candice Bernstein of a signed copy of the Agreement” -- a signed copy of



the Court approved form of the Agreement (attached) from my 2:01 pm email [it is now 8:50 pm and you still have not signed anything] – the Successor Trustee of the Shirley Trust will make the payments required.

I am finished on this topic. I do not have the time to respond any further, as I have other matters to attend to.

We worked long and hard to find a solution here, but you seem only interested in finding more problems. My client, as Trustee, is committed to finding solutions and bringing these matters to an end as quickly and efficiently as possible. I hope that you soon join in that goal of bringing these matters to a proper conclusion.

Good night.

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto: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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 9:09 PM

**To:** Alan B. Rose Esq. ([arose@pm-law.com](mailto:arose@pm-law.com))

**Cc:** Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster

Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); "tourcandy@gmail.com" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com)); 'Eliot Bernstein' ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ([boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com))

**Subject:** FW: Agreement and Orders

Alan, since we have a bit more time to discuss these matters before Court since the Trustee has failed to make the requested Welfare Payments under the terms of the trust in time to save their enrollment, I took your advice and have contacted some other people as you suggested to review. The suggested final changes we are willing to accept that comply with the Court's stated intent and what everyone agreed was to be in the agreement regarding releasing liabilities of the trustee and counsel, ONLY for the scope and amount of payment to Saint Andrews school, and nothing else, the final at this time suggested changes are as follows:

"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."

We will also need to add a new paragraph at the end due to the missed deadline as follows,

"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."

Let me know if this works or what time we should go to Judge Colin or if we need to schedule an Emergency Hearing to hash this out.

Eliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 7:28 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'

**Subject:** RE: Agreement and Orders

Alan, it is you who are being difficult in efforts to have an opened ended release of liabilities and open ended indemnification added, which is not what the Court intended or we agreed to in Court today. We all agreed that the liabilities and indemnification would be for the amount paid to Saint Andrews of \$133,500.00 and nothing more. I believe we should get before the judge tomorrow with the proposed changes and let him decide what changes to approve, as I will not approve any agreement that has open ended liability release and open ended indemnification release. Nor will I approve any agreement where distributions are made to either me or my children without the judge first determining who the beneficiaries are for the distributions to be made to legally. Since we agreed that the payments are being made to Saint Andrews directly and not being distributed at this time to any party (or an unknown party as you stated), as the beneficiaries are unknown at this time due to the fraud that has occurred by Ted's prior counsel Tescher and Spallina and we were not sure how distributions could be made to unknown beneficiaries at this time legally, this may all be best brought before the judge again to make all these determinations now that we have drafted the documents. Let me know, Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 7:09 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** Re: Agreement and Orders

You're being difficult, just to be difficult. The language I drafted with two clear provisions (i) and (ii) is exactly what you wanted. I suggest you discuss it with Mark Garber or one of the other lawyers you seem to copy on these things.

I would suggest that you sign the one that I just sent, or the original one which the court approved, and upon receiving one in the morning I will fax the two orders to the judge.

Alan B. Rose

On Aug 19, 2014, at 18:59, "Eliot Ivan Bernstein" <[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)> wrote:

Alan, you stated when you called me after sending me your new changes that you made changes in paragraph exactly as I had wrote them and this is not true as this is wholly new language "Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School."

The exact language I offered was either;

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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."

Or

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua."

Please, according to your phone call whereby you stated you used my exact changes, pick one or the other versions of my exact language above. Your new language again fails to limit the liability and indemnification to the 133,500.00 as we have agreed. If you want your new language above that I had never seen before this email, you could put in a sentence at the end that states, "The liabilities and indemnification shall apply only to an amount of \$133,500.00 being paid to Saint Andrews school."

Let me know and please let's stop playing word games that have already cost the children their enrollment. I also now cannot sign this until I have confirmed from the school tomorrow if they are willing to take the payment after their committee meeting or if they have lost their spots and this agreement would then be moot. We will now need to add language to this Agreement that the Agreement and Orders are only enforceable if the children are re-enrolled for the 2014-2015 year and payments are accepted by Saint Andrews.

Elliot

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:24 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~

Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM  
**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R.

Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)

**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 4:25 PM

**To:** Alan Rose

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'

**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell'; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,



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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.

**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:34 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M.

O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

Alan, another option is "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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit; provided 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.

---

Alan, now it may be too late and as you know the school deadline was at 5pm. I think if we can get that last change made and you send me the one page only that has that minor clarification change we might be able to keep them enrolled once I sign it. I cannot understand why the delay, as you know I am Pro Se and since I do not know that the indemnity and the no suit language both apply ONLY to the \$133,500 (as I am not part of your everyone) as it is not so stated please make the simple change or change it to say

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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit ["Everyone knows that both the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews."] by Eliot and Candice, and Eliot and Candice as parents and natural guardians of Daniel, Jacob and Joshua.

Or you can simply make it clear and state exactly what you are claiming by making the following easier change I suggested.

"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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Please only send me the page we are changing from the set of documents we are working prior or I will have to re-review them entirely which could take more time as I have not reviewed the documents in this email you sent yet. I will insert that new page into the documents I reviewed that are otherwise agreed to and send them back signed, otherwise let me know ASAP. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.;

[tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 4:57 PM

**To:** Eliot Ivan Bernstein

**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)

**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.

[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)

561.355.6991

<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); 'Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); 'Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); 'Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); 'Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); 'Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest



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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991

<image001.jpg>

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 are 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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:54 PM

**To:** 'Alan Rose'

**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '

**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 5:13 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]

**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)'; 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any

way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; "[tourcandy@gmail.com](mailto:tourcandy@gmail.com)" ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”



And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot's children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children's distributable shares, such amounts will be deducted from each child's funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children's distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

"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."

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

"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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]

**Sent:** Tuesday, August 19, 2014 6:15 PM

**To:** Eliot Ivan Bernstein

**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell

**Subject:** RE: Agreement and Orders

What is below has not been reviewed yet by the Trustee, but I expect him to be Ok with it. Please sign the attached and return to me ASAP, and I will go over the changes with the Trustee.

You keep changing things, just to change them. First, you took an agreement and order that was read to the Court and approved by the Court, and you swore under oath that it was fine, and the you changed it, and I agreed to make changes; and then you changed again, and it has not changed one bit. The judge understands the agreement; I understand it; everyone understands it (probably even you).

You took an order that the new Simon PR reviewed with you, and the Court reviewed with you, and sent it to someone was not part of these proceedings, Marc Garber, and for some reason he provided you legal advice as to how to change the agreement.

It appears that you will not sign anything and keep making changes.

To resolve any paranoia you have that you are being tricked, the following is grammatically correct and clear, even though it is exactly what is there now anyway, but to make it double crystal clear, I changed it to read:

“Eliot and Candice Bernstein individually, and Eliot and Candice as parents and natural guardians, on behalf of Daniel, Jacob and Joshua, agree that (i) the Trustee and his professionals shall have absolutely no liability to anyone for making the above-listed payments to St. Andrews School, and (ii) the Trustee and his professionals 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, for making the above-listed payments to St. Andrews School.”

If this is not signed and returned immediately, I will go back to the original court approved form (which was perfectly fine before Mr. Garber’s comments and says essentially exactly the same as this revised one).

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:54 PM  
**To:** Alan Rose  
**Cc:** 'Caroline Prochotska Rogers Esq.'; 'Michele M. Mulrooney ~ Partner @ Venable LLP'; 'Andrew R. Dietz @ Rock It Cargo USA'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '  
**Subject:** RE: Agreement and Orders

As you know Alan, the agreement as it stands is unclear regarding the hold harmless and indemnity being limited to the amount of the payments, as well as any liabilities for making the payments being limited to those amounts. Are you planning on not making the changes we can go before the judge with the document I reviewed and the single clarification we are stuck and let him decide that in the morning. Will you be notifying us of the time your scheduling for that? If so please call my cell or home to confirm and speak to either me or Candice directly about any hearing and send over an email as well, just so we have no mix up with the deadline already missed and Saint Andrews now needing to have another committee review to yet again try and extend the missed deadline. Judge Colin stated today that he did not even want to see your order until he saw the agreement we agreed on, so it seems just further waste of everyone's time, for if we cannot come to terms on the agreement we have no Order. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 5:13 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

Here are the final ones

My emails could not be clearer and no one is tricking you. The agreement is clear; you are not waiving any right to sue anyone for anything other than these payments. You insisted upon adding language; it is time to sign

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. Its probably too late to get the Court to sign tonight anyway, but I'll fax it asap once you sign and return.

As I said hours ago, you should have allowed to fax the orders to the Court.

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 5:03 PM

**To:** Alan Rose  
**Cc:** Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell  
**Subject:** RE: Agreement and Orders

I need to be clear that I am not waiving any right to sue anyone for anything other than these payments, as the language stands that is unclear so clarifying it a bit more expressly harms no one if what you say is true. If this cannot be done I think we need to speak to Judge Colin in the morning.

To be clear, I simply am asking the bracketed language be inserted,

“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 the above-listed payments to St. Andrews School and shall be indemnified and held harmless from suit [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.

Let me know if there is a problem with that clarification.

Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:57 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

There is no need for clarification. Everyone knows the hold harmless and indemnity only apply to the \$133,500 being paid to St. Andrews; there is no need to keep working the document

It needs to be done so we can get it to the Judge if it is not too late

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:53 PM  
**To:** Alan Rose  
**Subject:** RE: Agreement and Orders

I thought the last change I sent was agreed to and did not see that it was omitted until I printed, I do not think it is a material change to what we have agreed, only a clarification. Let me know either way. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:42 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com)  
**Subject:** RE: Agreement and Orders

This the second time today you have advised that the Agreement is OK; once in Court under oath and once just a few minutes ago in the below email (after I reluctantly made the changes we you requested and which we discussed, and after I changed the word "one" to "date" as requested).

Please sign the Agreement and I will forward to the Court with the two Orders, both of which you approved.

Thanks

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 4:25 PM  
**To:** Alan Rose  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com); Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell ; Caroline Prochotska Rogers Esq.; Michele M. Mulrooney ~ Partner @ Venable LLP; Andrew R. Dietz @ Rock It Cargo USA; Marc R. Garber Esq. @ Flaster Greenberg P.C.; Marc R. Garber Esq.; Marc R. Garber Esq. @ Flaster Greenberg P.C.; [tourcandy@gmail.com](mailto:tourcandy@gmail.com); 'Eliot Bernstein'  
**Subject:** RE: Agreement and Orders

Alan the redline version looks good except in statement, "(either Eliot or his children or both, as determined by the Court at later one)" was intended to say, at a later date. Please send over clean final copies and I will get them signed without further review as the deadline is minutes away. Sorry for the changes, I just did not want the document in any way to suggest that distributions were being made to my children or me, until the Court can determine who the true and proper beneficiaries are at a later date. Thank for your time and effort. Eliot

---

**From:** Alan Rose [<mailto:ARose@mrachek-law.com>]  
**Sent:** Tuesday, August 19, 2014 4:15 PM  
**To:** Eliot Ivan Bernstein  
**Cc:** [tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)  
**Subject:** RE: Agreement and Orders

Alan B. Rose, Esq.  
[arose@Mrachek-Law.com](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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 are 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>

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:53 PM  
**To:** Alan Rose  
**Subject:** FW: Agreement and Orders

---

**From:** Eliot Ivan Bernstein [<mailto:iviewit@iviewit.tv>]  
**Sent:** Tuesday, August 19, 2014 3:21 PM  
**To:** 'Alan Rose'; 'Eliot Ivan Bernstein'  
**Cc:** 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; '[tbernstein@lifeinsuranceconcepts.com](mailto:tbernstein@lifeinsuranceconcepts.com)'; 'John P. Morrissey'; 'William H. Glasko, Esq.'; Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marcgarber@verizon.net](mailto:marcgarber@verizon.net)); Marc R. Garber Esq. ([marcgarber@gmail.com](mailto:marcgarber@gmail.com)); Marc R. Garber Esq. @ Flaster Greenberg P.C. ([marc.garber@flastergreenberg.com](mailto:marc.garber@flastergreenberg.com)); Caroline Prochotska Rogers Esq. ([caroline@cprogers.com](mailto:caroline@cprogers.com)); Michele M. Mulrooney ~ Partner @ Venable LLP ([mmulrooney@Venable.com](mailto:mmulrooney@Venable.com)); Andrew R. Dietz @ Rock It Cargo USA; '[tourcandy@gmail.com](mailto:tourcandy@gmail.com)' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com))'  
**Subject:** RE: Agreement and Orders

Alan, I spoke to Marc Garber and he suggested the following language will have to be modified to clarify exactly what we discussed and agreed to and to clarify the document so no future disputes occur. Please let me know if the changes are ok by your client.

From the Confidential Agreement

1. This is what you have,

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:

This is what we suggest

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 (either Eliot or his children or both, to be determined by the Court at a later date) will receive from the Trustee of the above Trust the following:

2. This is what you have,

“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.”

And this is what we suggest,

Further, to the extent that it is determined that these payments made to St. Andrews school directly will be reconciled from the too be determined beneficiaries by the Court at some later time and Eliot agrees that if he is the ultimate beneficiary 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. If the Court determines that Eliot’s children are the ultimate beneficiaries the amounts would constitute part of any distribution to which they would be entitled, in the amount paid to Saint Andrews for each child. If the Court determines that both Eliot and his children are beneficiaries and there is sufficient funds in the children’s distributable shares, such amounts will be deducted from each child’s funds in the amount paid to Saint Andrews school for each child. If there are not enough funds in the children’s distributable shares then Eliot will assume any remainder balance from his ultimate distributable shares.

3. This is what you have,

“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.”

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 payment to Saint Andrews school to be determined later by the Court for distribution to the proper parties 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 for this payment defined hereunder.

From the Trust Order

4. This is what you have,

“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 distributions provided under the Agreement and this Order.”

This is what we propose,

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 distributions provided under the Agreement for the payment to Saint Andrews school and this Order regarding the payment to Saint Andrews School.

---

**From:** Alan Rose [<mailto: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](mailto:tbernstein@lifeinsuranceconcepts.com); John P. Morrissey; William H. Glasko, Esq.  
**Subject:** Agreement and Orders

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](mailto:arose@Mrachek-Law.com)  
561.355.6991  
<image001.jpg>

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>

<Confidential Agreement for Partial Distribution FINAL SIGNED.PDF>