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**FAX TRANSMITTAL FORM**

**DATE:** August 20, 2014

TO	FIRM/CITY STATE	PHONE #	FAX #
Judge Martin Colin	South Co. Courthouse, Delray Beach, Florida		1-561-274-1418

**FROM:** Alan B. Rose, Esq.

PHONE #: Direct: (561)355-6991

**ORIGINAL FOLLOWS:** YES \_\_\_\_\_ NO  X

NO. OF PAGES TRANSMITTED (INCLUDING THIS COVER PAGE).....  20   
PLEASE CALL IMMEDIATELY IF ALL PAGES ARE NOT RECEIVED

Dear Judge Colin:

Pursuant to your instructions, we typed up the Agreed Orders and the Agreement as read in open court and approved by Your Honor. Mr. Eliot Bernstein approved the Orders, but has refused to sign the Agreement and requested that we not submit the Agreed Orders to Your Honor.

I have attached an email outlining the events after we left court, which involved the Trustee making a number of minor changes to cooperate and address Eliot's concerns, but ultimately to no avail. The Trustee's concern is that Your Honor ruled that the agreement was binding even if not signed, but Mr. Eliot Bernstein has repudiated the deal announced in court.

Respectfully submitted.

Alan B. Rose

cc: All parties on service list via email

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## Marie Chandler

---

**From:** Alan Rose  
**Sent:** Wednesday, August 20, 2014 7:52 AM  
**To:** 'Eliot Ivan Bernstein'  
**Cc:** 'tbernstein@lifeinsuranceconcepts.com'; 'Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell '; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'Marc R. Garber Esq.'; 'Marc R. Garber Esq. @ Flaster Greenberg P.C.'; 'tourcandy@gmail.com'; 'John P. Morrissey'; 'William H. Glasko, Esq.'  
**Subject:** RE: Agreement and Orders  
**Attachments:** Confidential Agreement for Partial Distribution FINAL SIGNED.PDF; Confidential Agreement for Partial Distribution.pdf

Mr. Bernstein:

Good morning. I reassure you that all anyone, particularly the Trustee and his counsel, desire is that your children attend the school of your family's choice. All that is standing in the way of that is in your sole control.

I have read your latest email, and suggest that we start over at your email to me at 4:51 pm yesterday, when it appeared we had finished the discussion and negotiation. This email will set forth neutral facts in the hope that you will feel confident that everything has been done according to the Court's wishes. ***I would hope that Mr. O'Connell, Mr. Garber or both would reply to you and me to advise of their concurrence.***

Starting point is your 4:51 pm below:

1. By that time, we all, including Mr. O'Connell, had agreed to the forms of the Agreement and Order and read them to the Court. I believe (without having a copy of the transcript) that his Honor Judge Colin stated that the Agreement was binding on all based upon the oral testimony under oath and the urgency of making the payments, regardless of whether the Agreement was signed, to avoid delay in making these urgent payments to the school.
2. We had left court around 12:30 and I drove immediately back to office to work on these critical documents for you. I sent you the Orders and Agreement at 2:01. I have attached the first agreement for your convenience. The Trustee was standing by to sign the checks and was ready to courier the checks to St Andrews School.
3. At 3:21, you sent me changes that had been suggested or requested by Marc Garber, a New Jersey lawyer who you consult with. I was concerned with making changes because Judge Colin had entered an oral ruling in court, and the other parties had the chance to be there. However, during a pleasant and lengthy phone call, you and I discussed things and I agreed, reluctantly but after you asked nicely and persuasively, to make changes that were consistent with the deal because it made you feel more comfortable. **During this call, I expressed concern as to the time because I was under impression that payment needed to be made Tuesday. I suggested that your wife call the school to advise them, and also suggested that we could have Judge Colin enter the Orders while we finalized the Agreement, and then send the signed Orders to the school. You said you wanted it all done at once.**
4. I sent another redline around 4:15 pm, and you responded at 4:25 pm: "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"

Those were your words in your email, and I think they were well spoken. The Agreement was done and clarified to make sure, and everyone agrees, that by allowing these payments to be made to the St Andrews School, you are not participating in any fraud. (We do dispute that there has been fraud, and you believe that there has, and we are not deciding that now. We are just trying to accomplish what the Court found to be in the best interests of children.)

You are not only NOT participating in a fraud, everyone agreed that these payments will count as a distribution to someone later – whichever of you or your children ultimately are determined to be a beneficiary of the Shirley Trust, from where these payments are being made. I assure you that the receipt of these funds will not be used against you or your family as an admission, concession or waiver in any litigation, just as the Agreement now reads.

5. I made your one word change and re-sent at 4:27 pm, with the word “one” replaced with “date” as you requested.

6. At 4:51 you sent another change:

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.”

7. I advised that the change was not needed because it all said same thing and time was of the essence to get this done:

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.

8. At 5:13 pm I advised that “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 also wrote: “As I said hours ago, you should have allowed to fax the orders to the Court.”

9. At 6:15, I agreed to make the final changes you wanted, again just to keep moving the ball forward:

YOUR REQUEST: “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.”

REVISED 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.”

I added a (i) and a (ii) for clarity, but it same thing you wrote. **I would hope someone other than me could confirm to you that these paragraphs are the same.** I could remove the (i) and (ii) if that was your concern, but instead of signing you then began insisting on more and more language, and more and more changes, which are not needed, and began to move the conversation off of the productive track.

10. That was 615 pm last night. The Orders which you approved and the revised Agreement (assuming Judge Colin does not mind that we made minor tweaks to what he approved) are in your hands, with the language you requested.

Yesterday was a long day, and both the Trustee and I missed other meetings and commitments to stay late at court to work with you and I spent almost all day on this even though the court-approved order was in your hands around 2 pm. Mr. O'Connell also surely missed other meetings or events scheduled, and we all thank him for that.

Please sign the Agreement sent at 615 (another copy is attached) and return to me. I know you prefer that one to the original because it is more clear on points which matter to you.

If you have doubts or questions, I would hope Mr. Garber or even Mr. O'Connell will reply and confirm that the drafting process as described was done fairly and properly, to give you the confidence to know that signing the Agreement is in the best interests of your wife and children.

The other alternative is that I will fax the Agreed Orders and the two different Agreements to Judge Colin at 8:00 am or so when I arrive at the office, because of his rulings yesterday, along with a copy of this email.

Thanks for your consideration and I hope to receive the signed Agreement.

Alan Rose

---

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

**Subject:** RE: Agreement and Orders

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.

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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](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



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**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



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**CONFIDENTIAL AGREEMENT FOR  
RECEIPT OF PARTIAL DISTRIBUTION**

The undersigned, ELIOT and CANDICE BERNSTEIN, individually, and ELIOT BERNSTEIN AND CANDICE BERNSTEIN, as parents and natural guardians of Daniel Bernstein, Jacob Bernstein and Joshua Bernstein, hereby acknowledge that they (either Eliot or his children or both, as determined by the Court at later date) will receive from the Trustee of the above Trust the following:

Distribution in the amount of:

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

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

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

Further, if the Court determines that these payments to St. Andrews School should be treated as a distribution to Eliot's children, then payment for the benefit of the respective child will constitute part of any distribution to which each such child would be entitled. If the Court determines that these payments to St. Andrews School should be treated as a distribution to Eliot Bernstein individually, Eliot agrees that he would have used this money for the benefit of his children and he agrees the \$133,500.00 payment would constitute part of any distribution to which he would be entitled.

Initial:          ELIOT \_\_\_\_\_          CANDICE \_\_\_\_\_

August 19, 2014

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

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

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

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

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

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

Dated this 19th day of August, 2014.

---

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

---

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

**CONFIDENTIAL AGREEMENT FOR  
RECEIPT OF PARTIAL DISTRIBUTION**

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

Distribution in the amount of:

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

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

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

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.

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.

Initial:        ELIOT \_\_\_\_\_                      CANDICE \_\_\_\_\_

August 19, 2014

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

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

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

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

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

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

Dated this 19th day of August, 2014.

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

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

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

IN RE:

Case No. 502011CP000653XXXXSB

ESTATE OF SHIRLEY BERNSTEIN,

Deceased.

Division: IY

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

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

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

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

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

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

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

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

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

---

Martin H. Colin  
CIRCUIT COURT JUDGE

cc: All parties on the attached service list

## SERVICE LIST

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

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

Probate Division  
Case No.: 502014CP003698XXXXSB

Plaintiff,

v.

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

Defendants.

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

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

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

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

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

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

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

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

the Trustee in connection with the Trustee's distributions provided under the Agreement for the payment to St. Andrews School and this Order.

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

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

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

---

Martin H. Colin  
CIRCUIT COURT JUDGE

cc: All parties on the attached service list

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