

<p>RESPONDENT INDIVIDUALLY AND AS GUARDIAN AND TRUSTEE OF HER MINOR CHILD</p> <p>Lisa Friedstein 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com <a href="mailto:lisa.friedstein@gmail.com">lisa.friedstein@gmail.com</a> <a href="mailto:lisa@friedsteins.com">lisa@friedsteins.com</a></p>	<p>COUNSEL FOR JILL IANTONI and LISA FRIEDSTEIN</p> <p>William H. Glasko, Esq. Golden Cowan, P.A. 1734 South Dixie Highway Palmetto Bay, FL 33157 <a href="mailto:bill@palmettobaylaw.com">bill@palmettobaylaw.com</a> <a href="mailto:eservice@palmettobaylaw.com">eservice@palmettobaylaw.com</a> <a href="mailto:tmealy@gcprobate.com">tmealy@gcprobate.com</a></p>	<p>RESPONDENT – ADULT CHILD</p> <p>Alexandra Bernstein 3000 Washington Blvd, Apt 424 Arlington, VA, 22201 <a href="mailto:alb07c@gmail.com">alb07c@gmail.com</a></p>	<p>RESPONDENT/ARRESTED AND CONVICTED OF FRAUD AND ADMITTED TO FORGERY OF SIX SIGNATURES, INCLUDING POST MORTEM FOR SIMON/HAS HAD NOTARY PUBLIC LICENSE REVOKED BY FLORIDA GOVERNOR RICK SCOTT NOTARY PUBLIC DIVISION. *See notes</p> <p>Kimberly Moran <a href="mailto:kmoran@tescherspallina.com">kmoran@tescherspallina.com</a></p>
<p>RESPONDENT – ADULT CHILD</p> <p>Eric Bernstein 2231 Bloods Grove Circle Delray Beach, FL 33445 <a href="mailto:ebernstein@lifeinsuranceconcepts.com">ebernstein@lifeinsuranceconcepts.com</a> <a href="mailto:edb07@fsu.edu">edb07@fsu.edu</a> <a href="mailto:edb07fsu@gmail.com">edb07fsu@gmail.com</a></p>	<p>RESPONDENT – INITIALLY MINOR CHILD AND NOW ADULT CHILD</p> <p>Michael Bernstein 2231 Bloods Grove Circle Delray Beach, FL 33445 <a href="mailto:mchl_bernstein@yahoo.com">mchl_bernstein@yahoo.com</a></p>		<p>COUNSEL TO ALEXANDRA, ERIC AND MICHAEL BERNSTEIN AND MOLLY SIMON</p> <p>John P Morrissey, Esq. John P. Morrissey, P.A. 330 Clematis Street Suite 213 West Palm Beach, FL 33401 <a href="mailto:john@jmorrisseylaw.com">john@jmorrisseylaw.com</a></p>
<p>RESPONDENT – ADULT STEPSON TO THEODORE</p> <p>Matt Logan 2231 Bloods Grove Circle Delray Beach, FL 33445 <a href="mailto:matl89@aol.com">matl89@aol.com</a></p>	<p>RESPONDENTS – MINOR CHILDREN OF PETITIONER Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 NW 34th Street Boca Raton, FL 33434 <a href="mailto:iviewit@iviewit.com">iviewit@iviewit.com</a></p>	<p>RESPONDENT – MINOR CHILD</p> <p>Julia Iantoni, a Minor c/o Guy and Jill Iantoni, Her Parents and Natural Guardians 210 I Magnolia Lane Highland Park, IL 60035 <a href="mailto:jilliantoni@gmail.com">jilliantoni@gmail.com</a></p>	

A handwritten signature in blue ink is written over a circular blue ink stamp. The signature appears to be 'JH' or similar initials. The stamp is a circular ink smudge.

<p>RESPONDENT/REPRIMANDED BY FLORIDA GOVERNOR RICK SCOTT NOTARY PUBLIC DIVISION FOR FAILING TO NOTARIZE AN ALLEGED 2012 WILL AND TRUST OF SIMON AND SIGNING NOTARY UNDER FALSE NAME</p> <p>Lindsay Baxley aka Lindsay Giles <a href="mailto:lindsay@lifeinsuranceconcepts.com">lindsay@lifeinsuranceconcepts.com</a></p>	<p>RESPONDENT MINOR CHILDREN</p> <p>Carley &amp; Max Friedstein, Minors c/o Jeffrey and Lisa Friedstein Parents and Natural Guardians 2142 Churchill Lane Highland Park, IL 6003 Lisa@friedsteins.com lisa.friedstein@gmail.com</p>	<p>RESPONDENT – MINOR CHILD INITIALLY NOW ADULT CHILD</p> <p>Molly Simon 1731 N. Old Pueblo Drive Tucson, AZ 85745 <a href="mailto:molly.simon1203@gmail.com">molly.simon1203@gmail.com</a></p>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

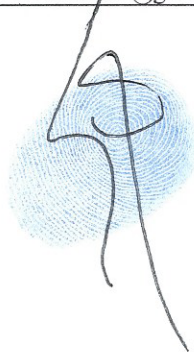
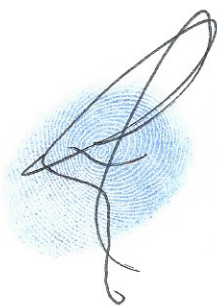


EXHIBIT 5 -

A handwritten signature in black ink is written over a blue ink fingerprint. The signature is a cursive-style name, possibly starting with 'L' or 'M', followed by a surname. The fingerprint is a standard ten-print impression.

## Eliot Ivan Bernstein

---

**From:** Eliot Ivan Bernstein <iviewit@iviewit.tv>  
**Sent:** Friday, August 22, 2014 3:01 AM  
**To:** Alan B. Rose Esq. (arose@pm-law.com)  
**Cc:** Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.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:** Bernstein Children School Payments  
**Attachments:** 20140819 ALAN ORIGINAL LANGUAGE IN ORDERS AND AGREEMENT.pdf; Confidential Agreement for Partial Distribution FINAL SIGNED.PDF

### Tracking:

Recipient	Read
Alan B. Rose Esq. (arose@pm-law.com)	
Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)	Read: 8/22/2014 11:22 AM
Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.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: 8/22/2014 7:48 AM

Alan, you may want to make Judge Colin aware that the Order you wrote is incorrect and does not state what was on the record. In the order you wrote you stated,

“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...”

If I am not mistaken and I believe the record will reflect that Judge Colin did not hear my Motion for Emergency Distribution because it was at a UMC hearing and he SPECIFICALLY said he could not hold an EVIDENTIARY hearing for Interim Distributions in UMC and take testimony etc. Judge Colin even asked John Pankauski if he could hear and John told him he could not have this type of evidentiary hearing at UMC. Judge Colin then basically advised us to reach agreement or we would have to set a hearing for the Emergency Interim Distributions to be heard as an evidentiary hearing and not at UMC hearing and said it would serve best if we could agree and not have to do that. Therefore, your language is wholly incorrect that you had Judge Colin sign and I am asking that you immediately contact him to notify him of this major error in your language and send him a copy of this email as well with all attachments for his review and a copy of the transcript of the UMC so he can see we clearly did not have a hearing on my motion for emergency distributions. As no signed agreement was reached necessary to make the Welfare Payments to be later deducted from any future distributions to the To Be Determined beneficiaries when Judge Colin rules who the beneficiaries are to make distributions to. We will now need to set an Evidentiary Hearing to hear the matters or hear my new Emergency Motion to Compel the Trustee to Make the Welfare Payments. I do not think Judge Colin will want to have his signed order with misstatements from what actually took place. Please let me know how you want to proceed on this as soon as possible.

Additionally, when I reviewed the proposed Order for the first time and you told me there were two identical copies, I did not see that they were not identical but in fact two separate orders for two different cases and I do not believe we ever spoke or agreed to having two Orders for two different cases but we can check the transcript when you get it, which reminds me you were going to send everyone a copy when you got it so we could make sure the language matched the stated intent of proposed agreement. Another point the Order appears wrong is that I recall Judge Colin stating that you could not state that all the "Beneficiaries" had agreed with this and he even pointed out to you that he had not ruled on who the beneficiaries were yet, so how did you leave that in and have him sign that when no beneficiaries could have agreed since there are factually no legally qualified beneficiaries at this time. He may also want to void his order for that reason as well. Again, the record will reflect the Judges own statements in that regard.

Also, once you refused to change the language on the 19<sup>th</sup> of August, even after you knew we bought more time from the school to try and work this out you took a stance that you were not budging and gave me a final offer to either sign or not. I then took your advice and tried to contact the lawyers you suggested to help me understand if your language was what was agreed to as it appeared to be missing and in fact opposite language appeared. I have spoken to several so far who gave me some advice and you even accepted some of those changes but refuse others or to even discuss them. I am still waiting for Brian O'Connell and Peter Feaman to reply to my letter to them below as they were there through most of the discussions regarding what the agreement was to say and hope they can make me see the light that your language in the draft agreement somehow is what we agreed on in Court. I just can't understand why with all the time we bought from the school that gave us more time to talk and make the agreement right and crystal clear on what we agreed to in principle in court for the best interest of the children, you refused to cooperate and gave me a take it as is or leave it approach and started sending out emails calling me paranoid to everyone you asked to review the document and help me, all which does not appear in the best interests of anyone, especially the minor children who have now been removed from school after the second day as indicated in the email from the school below for the failure to reach an agreement to release the requested Welfare Payments.

I called Brian early on the morning of the 20<sup>th</sup> of August since he was helping us try and come to terms in Court and have not heard back from him on this to see if he agrees with you or I and I will let you know when and if he contacts me. I have not heard back from Peter either but I will try them both again tomorrow but I am not sure what and if anything can be done for the children at this point to get enrolled.

Eliot

---

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

**Sent:** Thursday, August 21, 2014 10:26 PM

**To:** Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Peter Feaman,

Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.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:** FORGOT ATTACHMENTS ON LAST EMAIL - Bernstein Children School Payments -

Sorry guys, I am tired after dentist and forgot.

---

Brian and Peter,

On Alan's advice to talk with several people to get comfortable with his proposed agreement language before signing it he suggested the two of you as part of that group. Alan suggested that I ask your opinions on his final proposed agreement language attached herein and he refuses to make any changes to that since yesterday and he is telling me it covers everything agreed to in Court. I have attached also the original proposed agreement Alan sent over after court with my hand notes, which was supposed to reflect exactly what we agreed to in Court and ready to sign. After talking with some of the people, concerns were raised that appear to violate the stated intent of all parties that worked together that day in Court to get a draft prepared on what we all thought we agreed on. Brian, I know Alan has copied you in on the prior messages and so I left a message for you yesterday morning so we could discuss these issues and try to get to a timely resolution but I have not heard back yet and was in the dentist again for 4.5 hours today and may have missed a call.

When we were at court we agreed that the proposed agreement and order would have two issues resolved that I stated repeatedly to Brian, Alan and the Judge throughout all of our discussions that I could not agree to anything without them fully resolved in both the orders and agreement. The Judge, Alan, Brian and I agreed these two items would be properly addressed in the proposed order and agreement that Alan was going to type up after court and send to the parties for review for the first time and signature. Brian and Peter, as you may recall when we first started negotiating Alan did not have a copy of his documents and we waited for almost an hour while he frantically searched for them, including leaving the Court to go to his car. Alan still didn't have all his documents on his return and so we only had his ipad screen to view some and the agreed modifications were written on the backs of some of his documents in scribbled hand notes that were barely legible and no one got copies of those. Brian you even joked with Alan how hard it was to read his handwritings.

After we agreed the two issues were resolved, Brain, Alan and I went before the Judge and we discussed those two items and agreed they would not be a problem and the Judge had Alan read into the record the proposed language and we discussed certain of the items and the judge made suggestions and Alan was to take his ipad Order and his changes to his documents that only he had a copy of and get them all ready to be sent to us for review and signed by 5mp. In good faith Alan was going to go back to his office, as time was pressing and the children's school was in jeopardy by end of day and draft up the language from his notes for us to review for the first time as a complete set of orders and agreement that would include all of our changes and those the judge added orally and if everything was as agreed, Candice and I would sign and get money that day paid to the school according to Alan.

**ISSUE #1 - PAYMENTS TO SAINT ANDREWS COULD NOT BE CONSTRUED AS TAKING DISTRIBUTIONS TO BENEFICIARIES AT THIS TIME ANYWHERE IN THE AGREEMENT AND ORDER. WE ALL AGREED.**

Brian, we agreed with Alan in our discussions you were helping me in at the Court and then with the Judge that the agreement and orders would be drafted so that in no way would there be any language that could be construed to have "distributions" being made to any party at this time and not until such time that the beneficiaries are determined by the

Court at a later date, this due to the fraud that has occurred throwing who the beneficiaries are into question. Then, we agreed that only after the Court decides who the beneficiaries are, which may take months, the payments made to the school would then and only then be deducted from a future distribution that would be made to a legally qualified beneficiary. This concern was to alleviate me taking “distributions” that could be construed as fraudulent and to knowingly improper parties, as I allege the other parties already did commit this fraud while knowing the beneficiaries were unknown and their distributions were to improper parties. As the beneficiaries remain unknown at this time due to the fraud that took place and we all agreed on that, including Alan, the agreement and order cannot be construed in any way to even suggest that I or my children took a distribution at this time.

I was stunned when I received Alan’s first draft of the proposed agreement and order and saw language that absolutely confuted the agreement we made at Court in regard to Issue #1.

In the original proposed agreement attached herein that Alan sent me we had to negotiate for a long time and wholly modify Alan’s draft language to take out the part where Alan stated “Further, to the extent that it is determined that these monies **have been distributed** to Eliot Bernstein individually rather than **to his children**” as this clearly violated what the Court and all of us agreed on and actually states the children would be getting distributions.

I could not believe this and I reminded Alan that I would then be committing fraud this way, as it is clear from that language that the children took “distributions.” This was very bothersome to see that his proposed language violated what we all agreed on in Court. With only a few hours to try and satisfy the school we worked through that one instance out and in the next proposal that language was removed. However, in the time I have had to review the document with now, it has now become apparent that the word “distribution” could be construed to mean “distribution,” not a payment to later be deducted from the TBD beneficiaries’ distributions, in several other places.

I suggested to overcome this problem of any confusion with the word distribution globally in the agreement and order that we simply define the term “distribution” at the beginning of each document to state what exactly it means so that it cannot be misconstrued anywhere but Alan refused to negotiate on that approach.

Alan is determined to have the word “distribution” undefined throughout the agreement leaving it violating what we agreed to in Court and with Alan and leaving exposure everywhere to misinterpretation. The change in the agreement without defining the word “distribution” or taking it out altogether and replacing it with some other word would still have to be fixed in any new proposed agreement or else it violates the spirit and good intent we all agreed on for Issue #1. Alan was charged by the Court in making sure this could not happen through clearly defined language in the agreement that Alan was going to draft and send over, including all the changes the Judge wanted inserted that were orally made.

To avoid any chance of implied consent that I took distributions like others did that I have stated were fraudulent, it must be changed to one of these two ways to resolve that. From Alan’s final proposed language this proposed agreement could still be construed as “distributions” were taken, in several spots as my hand notes indicate. This language as we agreed would have to be bullet proof for me to sign and not have a single instance where it could be misconstrued.

I was also stunned that after Alan knew we bought another day after suggesting we send the proposed Order to the school at 5pm we instead called the school and bought a day to try and work things out but when we could not resolve some of this a bit later in the evening Alan refused to make any other changes to fix the problems.

I ask both of you if you think the language in the proposed agreement regarding Issue #1 leaves no possibility anywhere in the document for misinterpretation or debate that NO DISTRIBUTIONS are being made to any party at this time and will only be deducted from the TBD beneficiaries' distributions after the Court determines who they are.

**ISSUE #2 – LIMIT THE SCOPE AND AMOUNTS OF ANY RELEASES FROM LIABILITIES, INDEMNIFICATIONS AND HOLD HARMLESS LANGUAGE TO THE AGREEMENT AND THE AMOUNT PAID TO THE SCHOOL. WE ALL AGREED.**

Brian we agreed with Alan and Judge Colin then agreed on the record that the release of liability, hold harmless and indemnification language would also be limited in scope and amount to the singular act of making a payment to the school and that amount only. After several attempted resolutions I proposed very clear language limiting these items as agreed but Alan would only agree to his language in his final proposed language and again refused to talk about this very complex yet highly important legal language in another take it or leave it negotiation. I am not sure how or why Alan refuses to limit these when that is what was stated would be in the agreement and order but this does not seem in the beneficiaries best interests and may leave them exposed in language that benefits Ted and Alan very well and almost tries to gain them unlimited release from these items and lawsuit perhaps even those they are already defendants in.

Alan's final language on limiting the exposures appears to leave them wide open instead,

"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.**"

Alan's language in (i) appears to state that for making the payments Ted and Alan would have absolutely no liability to anyone for anything and in unlimited amount. For liability to be limited as the Judge stated it would, it would need to state something to the effect,

...shall have absolutely no liability specifically and only in regard to making the above payments to Saint Andrews school and limiting this release of liability to no more than the \$133,500 paid.

In number (ii) Alan's language wholly leaves indemnification and held harmless from suit open ended and not limited to scope and amount at all. It appears to again state that for making the payment to Saint Andrews he will be indemnified and held harmless from suit by Eliot and Candice for anything.

We proposed to Alan to limit that this language to try and resolve his language to meet the agreed intent,

...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.

After further discussions with those helping me any final agreement might better protect the beneficiaries by stating "and shall be indemnified and held harmless from suit specifically and only in regard to the making of the payment; 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."



I am not sure if that language would be strong enough to limit the liabilities etc. so I ask what you think or any changes you might suggest to Alan's or my proposed language to make this happen. As you can see from the email below, as of tomorrow my children are not allowed back in school.

I also stated to Alan that any agreement now proposed due to the missed enrollment timeframe would have to have language that stated that the agreement in whole was null and void if they could not be re-enrolled and payment accepted.

As you know Alan has suggested you guys help me get comfortable with his agreement language as I am not represented by counsel. If you are satisfied that Alan's current language in the agreement satisfies your understanding of what was agreed to in Court regarding Issue #1 and #2, please call me immediately and help me understand how our concerns are invalid and that the agreement is ok to sign as is, as I am trying desperately to get my children back in school if possible. To say the least, my wife is super depressed over this as the kids attended the last two days at school and now cannot go tomorrow and the kids are very sad and depressed over this too. I am looking at other solutions since Ted as Alleged Trustee and Alan refuse to make the welfare payment and will not negotiate anything since yesterday so I am open to anything you suggest. Brian, I did speak to you about the possibility that Ted would breach his duties as is a pattern and practice of his and if the Estate could somehow work this out and I believe you stated you would get back to me a few days ago so please let's discuss that tomorrow, as you can see from the Saint Andrew school letter below, there is virtually no time left to continue to beat a dead horse that refuses to negotiate these simple clarifying points.

Thank you both so very much for your time and efforts to help resolve this mess caused by the delays in my inheritance due to others frauds and lack of cooperation. Eliot

---

**From:** Kilian Forgus [<mailto:kilian.forgus@saintandrews.net>]  
**Sent:** Thursday, August 21, 2014 4:40 PM  
**To:** Candice Bernstein; [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)  
**Cc:** Peter Benedict; Philip Cork; Kathy Van Valkenburg  
**Subject:** Re: Josh, Jake and Danny

Mr. and Mrs. Bernstein,

I trust that we are being explicitly clear that until we have both the funds that are in arrears and the funds for the 14-15 school year, that the boys will not be allowed to attend classes. Simply put, they are not currently enrolled and therefore can not be attending classes under any circumstances.

While we are in receipt of the signed order, the Headmaster, CFO, Business Manager and I have discussed this matter at length, and, as we have communicated, this is not sufficient for Saint Andrew's.

Again, please help us avoid a potentially embarrassing situation of having to ask the boys to leave campus. They are not to return for classes until such time that Saint Andrew's has executed their Re-Enrollment Contracts.

Sincerely,

Kilian

Kilian Forgas  
Associate Head of School for Enrollment and Planning  
Saint Andrew's School  
Boca Raton, FL

561-210-2020 (p)  
561-210-2027 (f)  
[www.saintandrews.net](http://www.saintandrews.net)

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:** 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. ([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. ([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>

## 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@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@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 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 5:54 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 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 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:** Friday, August 22, 2014 10:13 AM  
**To:** 'Alan Rose'  
**Cc:** Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com); Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.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: Bernstein Children School Payments

### Tracking:

Recipient	Read
'Alan Rose'	
Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell (boconnell@ciklinlubitz.com)	Read: 8/22/2014 11:34 AM
Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A. (pfeaman@feamanlaw.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,

I never agreed to the Order and told you not to send it that I for one was not agreeing until we had a signed agreement. You ignored me and went and sent it to the Judge full of misstatements and two orders instead of one that was never discussed for two different cases. I refused a partial distribution last year for the same reason, I WILL NOT PARTICPATE IN FRAUDULENT DISTRIBUTIONS TO IMPROPER PARTIES and the Judge agreed and would not tell me it was OK to take the money and approve it then and I doubt when he refuses this latest extortionary attempt he will do the same. You are the one continuously wasting everyone's time and money. You will recall in the hearing that after learning of the truth, that FORGERY AND FRAUD had taken place he stated he had enough at that moment to read Ted and his former attorneys you worked closely with to advance the FRAUDS with Ted their Miranda Rights. He found out documents were tampered to change beneficiaries POST MORTEM and the Estate was closed by my deceased father and then stated the Miranda Rights again to them, perhaps it is time for him to arrest you all, we shall see. We have "NEEDS" due

to the obvious DELAY in our inheritance due to these FELONY crimes both you and Ted also stand accused of and are under investigations for.

A lot of time and money has been wasted on all the folks who committed these FELONIOUS ACTS and we anticipate large recoveries from YOU et al. when everything hashes out soon. You can spin your web of lies and deceit to try and message the words but the other parties all took ILLEGAL DISTRIBUTIONS KNOWINGLY and I WILL NOT in any way state these Welfare Payments under the Trust are distributions at this time as we agreed would be the case. If the distributions are similar to what others did I WILL NOT AGAIN TAKE THEM AS I HAVE ALLEGED THAT IS FRAUD AND IT IS STILL UNDER INVESTIGATION. You and I know and the Judge confirmed that distributions cannot be made to beneficiaries because they are unknown at this time and there is a big difference in what I am willing to do and what they have done, so the fact you state they would be similar makes this whole agreement you wrote garbage. Your attempt to make them the same exhibits your attempt to extort me to take them, this time using my children as pawns.

I did speak out as a possible beneficiary (as they are unknown at this time) and object to your proposed order being sent to the judge for signature. In fact, I am one of only three in Shirley's Trust document as it stands and advised you not to send the order stating it was agreed by all beneficiaries as at this time they are UNKNOWN and you agree on this but then put language that contradicts this into the Order. The judge did not hear my motion for Emergency Interim Distributions and the record will reflect that clearly, so if he did not hear that what exactly did he hear? I will not sign any agreement any longer, especially as you started sending emails to everyone calling me paranoid and more and promising that the language missing from the agreement you drafted and order was what we intended while not in the agreement or in the order at all. The very fact that you state Judge Colin will have to fix something means the Order is null and void at this time. I anticipate you have already noticed Judge Colin of this and the other SUBSTANTIVE ERRORS in the Order and Agreement so he can decide what to do. The substance of the Order is also materially wrong and would have to be changed to reflect what we agreed to in Court but let Judge Colin now decide, this is way too complex for me without a lawyer. Perhaps the Trust will pay for a lawyer for me in understanding the OPPRESSIVE situation financially these CRIMES have caused in delaying our family's inheritance, ALL CAUSED BY TED'S FRIENDS, YOU INCLUDED that were the FIDUCIARIES and COUNSEL in these matters and no fault of my family. Let me know if you are willing to pay for my family, my children and my lawyers to review this document and the orders now that so many problems are identified.

You did not make our changes in the agreement and refused to negotiate and demanded I sign them or else my kids would be ousted from school. We never discussed two Orders for two separate cases and we never agreed to that at all either, you are correct about the limited time and duress we were under due to the ALLEGED trustee Ted and his former counsels crimes that have stymied and delayed our inheritances, forcing us into destitute. As you know we are challenging that document as well as it must be further investigated for Fraud and Forgery before we can ascertain the validity in light of all the other forgeries, fraud and admissions that Trust Documents were changed POST MORTEM. So as we were under great duress, had never seen the order and agreement I tried to review it in only a few minutes to try and make it happen but was shocked that they were wholly wrong and opposite what we agreed and appear to be trying to get you and Ted GET OUT OF JAIL FREE PASSES on the liabilities and more you have in all these matters for both of your egregious acts of bad faith with unclean hands and violation of law and state bar rules and more.

I appreciate your advice to sign as you claim all these things in letters about how safe the deal is but the agreement does not have any of that language and trusting you is long lost. Thus, why I wanted what you were claiming in the actual document but it is not there. I notified you on the phone that she had called and bought us more time that is why we kept working for a few hours after the deadline but then you stopped and refused to negotiate or even discuss the problems in the order and agreement that did not reflect such and told me to trust you that it would be interpreted that way, refusing to even discuss them or put them in the agreement, which was wholly your decision.

I have drafted an Order in my Emergency Motion for Welfare Payments that reflects the spirit and terms we agreed would be in the document for the judge to sign. I await his hearing. In the interim if you want to agree to that language we can have the judge sign it, although there are one or two slight changes I would suggest to tighten it up to protect the beneficiaries.



Eliot

-----Original Message-----

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

Sent: Friday, August 22, 2014 8:56 AM

To: Eliot Ivan Bernstein

Cc: Alan B. Rose Esq.; Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens & O'Connell; Peter Feaman, Esq. ~ Attorney at Law @ Peter M. Feaman, P.A.; 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; Glasko William H.; Morrissey John  
Subject: Re: Bernstein Children School Payments

Let me respond first by stating that if you feel the title of the orders is improper The simple solution would have been to discuss an agreed order modifying the title of the prior orders. I do not believe it is material point, and you are putting form over substance, but was and remained willing to work with you to allay any reasonable concerns or fears you had about language. We cannot agree to modify the substance of the order but if the title and the introductory sentence bothers you, that could be fixed.

Before responding further, I would like to point out that the trustee expresses deep concern over the cost and expense that has been incurred to try to accommodate your "Needs." Regardless of who the court determines to be the beneficiaries of the trust, one thing is clear that it is not solely you and your children. There are others involved. Recall, you refused a partial interim distribution last year, despite the events that occurred at the hearing on September 13, 2013, at which Judge Colin encouraged you to accept the distribution. We are beyond that point now and are not revisiting it, but I merely point out a lot of time and money has been spent to accomplish that which you asked us to do, and the trustee is very concerned about continuing to spend money of the trust on what appears to be a vein and futile act. I am drafting this email at no cost to the Shirley Bernstein trust, to comply with the wishes of the trustees that no further trust resources be expended on a matter which has been concluded by the entry of agreed orders. Also, as explained below, I practically cannot speak or work on this anymore today.

These are not being made as "welfare payments" under the terms of the trust. Instead, these are payments being made which will count against future distributions, Similar to the interim distribution is made to others. This was a compromise worked out to allow you and your wife do use part of your or your children's ultimate interest to be used now to pay for the private school tuition. The court did hold a hearing, did swear in witnesses. And did hear evidence. No one who is or may be a beneficiary spoke out against this measure, as reflected in the order. In fact, no one in the world spoke out against this, so that by definition that includes anyone who is our may be a beneficiary of the trust. It's hard to get a court order absolutely perfect when the parties have lengthy time to work on it, and we were working under very tight time constraints. If you had negotiated the form of the clawback agreement which I had sent you three weeks earlier, we would have had more time. But none of that matters because we got the project done and all that awaits is your signature.

We modified the agreement together on Tuesday afternoon and it is fine if you sign the modified one with numerous changes designed by you to make you feel more comfortable. You can sign that one or the one sent earlier, but you need to sign one of them.

Second, my cover email to you advised they were two identical orders in two cases because I did not want to have a situation with a jurisdictional issue later. The money is being paid from the Shirley Bernstein trust assets, And the only pending action which directly relates to the Shirley Bernstein trust is the trust construction action. There was no trickery.

Third, although it was my suggestion that your wife call the school, I never learned the schools outcome. You have never updated us on the schedule or status, but any event this all could've been done with checks in your hand or, as we

offered, sent by courier directly to the school on Tuesday. Either way, we were prepared to make the payment on Tuesday or Wednesday morning as soon as the agreement was signed.

Fourth, no one said anything was "take it or leave it." You on three occasions said okay and then kept making changes, which were first not necessary and then later in the process, began to be reversals of what we had discussed.

I would suggest you sign the agreement sent to you around 6 PM on Tuesday, at the end of the process. I have confirmed on multiple occasions that this will not constitute your participation in a fraud nor be used against you. It simply will allow three payments to be made to St. Andrew school. Those payments will come from assets of the Shirley Bernstein trust. Once it is determined whether you or your children or both are probably beneficiaries, the court will count these payments against the distributions two major your children or yourself or both.

As required and as set forth in each of the agreements signed by the others who received interim distributions, you (for yourself, your wife and on behalf of your three minor children) agree that you are receiving the benefit of three payments to St. Andrew school, and if for some reason it is determined by the court that these payments should not have been made, you have agreed to repay them. That is standard language that, again, is in the agreements signed by your siblings. As I understand the facts, as it set forth in the trust construction complaint which I drafted and which the trustee filed, it appears that either your children or you will receive a portion of the assets in the trust, And in your case that would be a one third interest and in the case of your children it would be a proportionate interest with other grandchildren. The trustee is willing to make these payments because, based upon the facts as they are known at this time, it appears that the amount of this payment Will be less than the ultimate distribution. That was the same basis upon which the trustee made prior interim distribution, based upon the facts known at that time.

At the conclusion of the hearing the court commended all of us on our hard work to get this piece done. There still are many other battles to fight, unfortunately, in this matter. But one issue should be put to rest. In fact, it is our belief that the matter already has been put to rest by the court, and you need to decide whether to sign the agreement or not.

I am traveling out of town today and have no further ability to work on these documents today, even if I wanted to I am not sure if I would want to work on the documents even if I were in my office, because we have worked on them for two hours outside of the court room, read them to the judge, and I have grave doubts that you would sign anything at the end of the process.

It is my sincere hope that the next thing I receive from you will be an email attaching a copy of the agreement signed by you and your wife.

The ball is in your court.

Alan B. Rose

> On Aug 22, 2014, at 3:01, "Eliot Ivan Bernstein" <iviewit@iviewit.tv> wrote:

>

> Alan, you may want to make Judge Colin aware that the Order you wrote

> is incorrect and does not state what was on the record. In the order

> you wrote you stated,

>

>

>

> "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."  
>  
>  
>  
> If I am not mistaken and I believe the record will reflect that Judge  
> Colin did not hear my Motion for Emergency Distribution because it was  
> at a UMC hearing and he SPECIFICALLY said he could not hold an  
> EVIDENTIARY hearing for Interim Distributions in UMC and take  
> testimony etc. Judge Colin even asked John Pankauski if he could hear  
> and John told him he could not have this type of evidentiary hearing  
> at UMC. Judge Colin then basically advised us to reach agreement or  
> we would have to set a hearing for the Emergency Interim Distributions  
> to be heard as an evidentiary hearing and not at UMC hearing and said it would serve best if we could agree and not  
> have to do  
> that. Therefore, your language is wholly incorrect that you had Judge  
> Colin sign and I am asking that you immediately contact him to notify  
> him of this major error in your language and send him a copy of this  
> email as well with all attachments for his review and a copy of the  
> transcript of the UMC so he can see we clearly did not have a hearing  
> on my motion for emergency distributions. As no signed agreement was  
> reached necessary to make the Welfare Payments to be later deducted  
> from any future distributions to the To Be Determined beneficiaries  
> when Judge Colin rules who the beneficiaries are to make  
> distributions to. We will now need to set an Evidentiary Hearing to  
> hear the matters or hear my new Emergency Motion to Compel the Trustee  
> to Make the Welfare Payments. I do not think Judge Colin will want to have his signed order with misstatements from  
> what actually took place.  
> Please let me know how you want to proceed on this as soon as possible.  
>  
>  
>  
> Additionally, when I reviewed the proposed Order for the first time  
> and you told me there were two identical copies, I did not see that  
> they were not identical but in fact two separate orders for two  
> different cases and I do not believe we ever spoke or agreed to having  
> two Orders for two different cases but we can check the transcript  
> when you get it, which reminds me you were going to send everyone a  
> copy when you got it so we could make sure the language matched the  
> stated intent of proposed agreement. Another point the Order appears  
> wrong is that I recall Judge Colin stating that you could not state  
> that all the "Beneficiaries" had agreed with this and he even pointed  
> out to you that he had not ruled on who the beneficiaries were yet, so  
> how did you leave that in and have him sign that when no beneficiaries  
> could have agreed since there are factually no legally qualified beneficiaries at this time. He may also want to void his  
> order for that reason as well.  
> Again, the record will reflect the Judges own statements in that regard.  
>  
>  
>  
> Also, once you refused to change the language on the 19th of August,  
> even after you knew we bought more time from the school to try and  
> work this out you took a stance that you were not budging and gave me

> a final offer to either sign or not. I then took your advice and  
> tried to contact the lawyers you suggested to help me understand if  
> your language was what was agreed to as it appeared to be missing and  
> in fact opposite language appeared. I have spoken to several so far  
> who gave me some advice and you even accepted some of those changes  
> but refuse others or to even discuss them. I am still waiting for  
> Brian O'Connell and Peter Feaman to reply to my letter to them below  
> as they were there through most of the discussions regarding what the  
> agreement was to say and hope they can make me see the light that your  
> language in the draft agreement somehow is what we agreed on in Court.  
> I just can't understand why with all the time we bought from the  
> school that gave us more time to talk and make the agreement right and  
> crystal clear on what we agreed to in principle in court for the best  
> interest of the children, you refused to cooperate and gave me a take  
> it as is or leave it approach and started sending out emails calling  
> me paranoid to everyone you asked to review the document and help me,  
> all which does not appear in the best interests of anyone, especially  
> the minor children who have now been removed from school after the  
> second day as indicated in the email from the school below for the failure to reach an agreement to release the  
> requested Welfare Payments.

>  
>  
>

> I called Brian early on the morning of the 20th of August since he was  
> helping us try and come to terms in Court and have not heard back from  
> him on this to see if he agrees with you or I and I will let you know  
> when and if he contacts me. I have not heard back from Peter either  
> but I will try them both again tomorrow but I am not sure what and if  
> anything can be done for the children at this point to get enrolled.

>  
>  
>

> Eliot

>  
>  
>  
>  
>  
>

> From: Eliot Ivan Bernstein [mailto:[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)]  
> Sent: Thursday, August 21, 2014 10:26 PM  
> To: Brian M. O'Connell PA ~ Partner @ Ciklin Lubitz Martens &  
> O'Connell ([boconnell@ciklinlubitz.com](mailto:boconnell@ciklinlubitz.com)); Peter Feaman, Esq. ~ Attorney  
> at Law @ Peter M. Feaman, P.A. ([pfeaman@feamanlaw.com](mailto:pfeaman@feamanlaw.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.  
> ([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));  
> 'tourcandy@gmail.com' ([tourcandy@gmail.com](mailto:tourcandy@gmail.com)); 'Eliot Bernstein  
> ([iviewit@iviewit.tv](mailto:iviewit@iviewit.tv))'  
> Subject: FORGOT ATTACHMENTS ON LAST EMAIL - Bernstein Children School

> Payments -

>

>

>

> Sorry guys, I am tired after dentist and forgot.

>

> Brian and Peter,

>

> On Alan's advice to talk with several people to get comfortable with  
> his proposed agreement language before signing it he suggested the two

> of you as part of that group. Alan suggested that I ask your opinions

> on his final proposed agreement language attached herein and he

> refuses to make any changes to that since yesterday and he is telling

> me it covers everything agreed to in Court. I have attached also the

> original proposed agreement Alan sent over after court with my hand

> notes, which was supposed to reflect exactly what we agreed to in

> Court and ready to sign. After talking with some of the people,

> concerns were raised that appear to violate the stated intent of all

> parties that worked together that day in Court to get a draft prepared

> on what we all thought we agreed on. Brian, I know Alan has copied

> you in on the prior messages and so I left a message for you yesterday

> morning so we could discuss these issues and try to get to a timely

> resolution but I have not heard back yet and was in the dentist again

> for

> 4.5 hours today and may have missed a call.

>

> When we were at court we agreed that the proposed agreement and order

> would have two issues resolved that I stated repeatedly to Brian, Alan

> and the Judge throughout all of our discussions that I could not agree

> to anything without them fully resolved in both the orders and

> agreement. The Judge, Alan, Brian and I agreed these two items would

> be properly addressed in the proposed order and agreement that Alan

> was going to type up after court and send to the parties for review

> for the first time and signature. Brian and Peter, as you may recall

> when we first started negotiating Alan did not have a copy of his

> documents and we waited for almost an hour while he frantically searched for them, including leaving the Court to go  
to his car.

> Alan still didn't have all his documents on his return and so we only

> had his ipad screen to view some and the agreed modifications were

> written on the backs of some of his documents in scribbled hand notes

> that were barely legible and no one got copies of those. Brian you

> even joked with Alan how hard it was to read his handwritings.

>

> After we agreed the two issues were resolved, Brian, Alan and I went

> before the Judge and we discussed those two items and agreed they

> would not be a problem and the Judge had Alan read into the record the

> proposed language and we discussed certain of the items and the judge

> made suggestions and Alan was to take his ipad Order and his changes

> to his documents that only he had a copy of and get them all ready to

> be sent to us for review and signed by 5mp. In good faith Alan was

> going to go back to his office, as time was pressing and the

> children's school was in jeopardy by end of day and draft up the

> language from his notes for us to review for the first time as a  
> complete set of orders and agreement that would include all of our  
> changes and those the judge added orally and if everything was as  
> agreed, Candice and I would sign and get money that day paid to the school according to Alan.  
>  
> ISSUE #1 - Payments to Saint Andrews could not be construed as taking  
> distributions to beneficiaries at this time anywhere in the agreement  
> and order. We all agreed.  
>  
> Brian, we agreed with Alan in our discussions you were helping me in  
> at the Court and then with the Judge that the agreement and orders  
> would be drafted so that in no way would there be any language that  
> could be construed to have "distributions" being made to any party at  
> this time and not until such time that the beneficiaries are  
> determined by the Court at a later date, this due to the fraud that  
> has occurred throwing who the beneficiaries are into question. Then,  
> we agreed that only after the Court decides who the beneficiaries are,  
> which may take months, the payments made to the school would then and  
> only then be deducted from a future distribution that would be made to  
> a legally qualified beneficiary. This concern was to alleviate me  
> taking "distributions" that could be construed as fraudulent and to  
> knowingly improper parties, as I allege the other parties already did  
> commit this fraud while knowing the beneficiaries were unknown and  
> their distributions were to improper parties. As the beneficiaries  
> remain unknown at this time due to the fraud that took place and we  
> all agreed on that, including Alan, the agreement and order cannot be construed in any way to even suggest that I or  
my children took a distribution at this time.  
>  
> I was stunned when I received Alan's first draft of the proposed  
> agreement and order and saw language that absolutely confuted the  
> agreement we made at Court in regard to Issue #1.  
>  
> In the original proposed agreement attached herein that Alan sent me  
> we had to negotiate for a long time and wholly modify Alan's draft  
> language to take out the part where Alan stated "Further, to the  
> extent that it is determined that these monies have been distributed  
> to Eliot Bernstein individually rather than to his children" as this  
> clearly violated what the Court and all of us agreed on and actually  
> states the children would be getting distributions.  
>  
> I could not believe this and I reminded Alan that I would then be  
> committing fraud this way, as it is clear from that language that the  
> children took "distributions." This was very bothersome to see that  
> his proposed language violated what we all agreed on in Court. With  
> only a few hours to try and satisfy the school we worked through that  
> one instance out and in the next proposal that language was removed.  
> However, in the time I have had to review the document with now, it  
> has now become apparent that the word "distribution" could be  
> construed to mean "distribution," not a payment to later be deducted  
> from the TBD beneficiaries' distributions, in several other places.  
>  
> I suggested to overcome this problem of any confusion with the word

> distribution globally in the agreement and order that we simply define  
 > the term "distribution" at the beginning of each document to state  
 > what exactly it means so that it cannot be misconstrued anywhere but  
 > Alan refused to negotiate on that approach.  
 >  
 > Alan is determined to have the word "distribution" undefined  
 > throughout the agreement leaving it violating what we agreed to in  
 > Court and with Alan and leaving exposure everywhere to  
 > misinterpretation. The change in the agreement without defining the  
 > word "distribution" or taking it out altogether and replacing it with  
 > some other word would still have to be fixed in any new proposed  
 > agreement or else it violates the spirit and good intent we all agreed  
 > on for Issue #1. Alan was charged by the Court in making sure this  
 > could not happen through clearly defined language in the agreement  
 > that Alan was going to draft and send over, including all the changes the Judge wanted inserted that were orally made.  
 >  
 > To avoid any chance of implied consent that I took distributions like  
 > others did that I have stated were fraudulent, it must be changed to  
 > one of these two ways to resolve that. From Alan's final proposed  
 > language this proposed agreement could still be construed as  
 > "distributions" were taken, in several spots as my hand notes  
 > indicate. This language as we agreed would have to be bullet proof  
 > for me to sign and not have a single instance where it could be misconstrued.  
 >  
 > I was also stunned that after Alan knew we bought another day after  
 > suggesting we send the proposed Order to the school at 5pm we instead  
 > called the school and bought a day to try and work things out but when  
 > we could not resolve some of this a bit later in the evening Alan  
 > refused to make any other changes to fix the problems.  
 >  
 > I ask both of you if you think the language in the proposed agreement  
 > regarding Issue #1 leaves no possibility anywhere in the document for  
 > misinterpretation or debate that NO DISTRIBUTIONS are being made to  
 > any party at this time and will only be deducted from the TBD beneficiaries'  
 > distributions after the Court determines who they are.  
 >  
 > ISSUE #2 - LIMIT THE SCOPE AND AMOUNTS OF ANY RELEASES FROM  
 > LIABILITIES, INDEMNIFICATIONS and HOLD HARMLESS LANGUAGE TO THE  
 > AGREEMENT AND THE AMOUNT PAID TO THE SCHOOL. We all agreed.  
 >  
 > Brian we agreed with Alan and Judge Colin then agreed on the record  
 > that the release of liability, hold harmless and indemnification  
 > language would also be limited in scope and amount to the singular act  
 > of making a payment to the school and that amount only. After several  
 > attempted resolutions I proposed very clear language limiting these  
 > items as agreed but Alan would only agree to his language in his final  
 > proposed language and again refused to talk about this very complex  
 > yet highly important legal language in another take it or leave it  
 > negotiation. I am not sure how or why Alan refuses to limit these  
 > when that is what was stated would be in the agreement and order but  
 > this does not seem in the beneficiaries best interests and may leave  
 > them exposed in language that benefits Ted and Alan very well and

> almost tries to gain them unlimited release from these items and lawsuit perhaps even those they are already defendants in.

>

> Alan's final language on limiting the exposures appears to leave them

> wide open instead,

>

> "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."

>

> Alan's language in (i) appears to state that for making the payments

> Ted and Alan would have absolutely no liability to anyone for anything

> and in unlimited amount. For liability to be limited as the Judge

> stated it would, it would need to state something to the effect,

>

> .shall have absolutely no liability specifically and only in regard to

> making the above payments to Saint Andrews school and limiting this

> release of liability to no more than the \$133,500 paid.

>

> In number (ii) Alan's language wholly leaves indemnification and held

> harmless from suit open ended and not limited to scope and amount at all.

> It appears to again state that for making the payment to Saint Andrews

> he will be indemnified and held harmless from suit by Eliot and

> Candice for anything.

>

> We proposed to Alan to limit that this language to try and resolve his

> language to meet the agreed intent,

>

> .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.

>

> After further discussions with those helping me any final agreement

> might better protect the beneficiaries by stating "and shall be

> indemnified and held harmless from suit specifically and only in

> regard to the making of the payment; 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."

>

> I am not sure if that language would be strong enough to limit the

> liabilities etc. so I ask what you think or any changes you might

> suggest to Alan's or my proposed language to make this happen. As you

> can see from the email below, as of tomorrow my children are not allowed back in school.

>

> I also stated to Alan that any agreement now proposed due to the

> missed enrollment timeframe would have to have language that stated



> that the agreement in whole was null and void if they could not be  
> re-enrolled and payment accepted.  
>  
> As you know Alan has suggested you guys help me get comfortable with  
> his agreement language as I am not represented by counsel. If you are  
> satisfied that Alan's current language in the agreement satisfies your  
> understanding of what was agreed to in Court regarding Issue #1 and  
> #2, please call me immediately and help me understand how our concerns  
> are invalid and that the agreement is ok to sign as is, as I am trying  
> desperately to get my children back in school if possible. To say the  
> least, my wife is super depressed over this as the kids attended the  
> last two days at school and now cannot go tomorrow and the kids are  
> very sad and depressed over this too. I am looking at other solutions  
> since Ted as Alleged Trustee and Alan refuse to make the welfare  
> payment and will not negotiate anything since yesterday so I am open  
> to anything you suggest. Brian, I did speak to you about the  
> possibility that Ted would breach his duties as is a pattern and  
> practice of his and if the Estate could somehow work this out and I  
> believe you stated you would get back to me a few days ago so please  
> let's discuss that tomorrow, as you can see from the Saint Andrew  
> school letter below, there is virtually no time left to continue to beat a dead horse that refuses to negotiate these  
simple clarifying points.

>  
> Thank you both so very much for your time and efforts to help resolve  
> this mess caused by the delays in my inheritance due to others frauds  
> and lack of cooperation. Eliot

>  
>  
>  
>  
>  
>  
> From: Kilian Forgas [mailto:kilian.forgus@saintandrews.net]  
> Sent: Thursday, August 21, 2014 4:40 PM  
> To: Candice Bernstein; iviewit@iviewit.tv  
> Cc: Peter Benedict; Philip Cork; Kathy Van Valkenburg  
> Subject: Re: Josh, Jake and Danny

>  
> Mr. and Mrs. Bernstein,  
>  
> I trust that we are being explicitly clear that until we have both the  
> funds that are in arrears and the funds for the 14-15 school year,  
> that the boys will not be allowed to attend classes. Simply put, they  
> are not currently enrolled and therefore can not be attending classes under any circumstances.

>  
> While we are in receipt of the signed order, the Headmaster, CFO,  
> Business Manager and I have discussed this matter at length, and, as  
> we have communicated, this is not sufficient for Saint Andrew's.

>  
> Again, please help us avoid a potentially embarrassing situation of  
> having to ask the boys to leave campus. They are not to return for  
> classes until such time that Saint Andrew's has executed their Re-Enrollment Contracts.

>

> Sincerely,  
>  
> Kilian  
>  
> Kilian Forgas  
>  
> Associate Head of School for Enrollment and Planning  
>  
> Saint Andrew's School  
>  
> Boca Raton, FL  
>  
>  
>  
> 561-210-2020 (p)  
>  
> 561-210-2027 (f)  
>  
> www.saintandrews.net  
>  
>  
>  
> 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  
>  
> <http://www.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 C 2011 by  
> originator Eliot Ivan Bernstein, [iviewit@iviewit.tv](mailto:iviewit@iviewit.tv) and [www.iviewit.tv](http://www.iviewit.tv). All Rights Reserved.  
>  
>  
>  
> <20140819 ALAN ORIGINAL LANGUAGE IN ORDERS AND AGREEMEENT.pdf>  
> <Confidential Agreement for Partial Distribution FINAL SIGNED.PDF>

## 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](mailto: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>]  
**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 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 is 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 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>

<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 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 5:34 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 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



**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>