

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

JP

FAMILY DIVISION

CASE NO. CD 97-4827 FY

IN RE: THE MARRIAGE OF

TED BERNSTEIN,

Husband,

and

JEANNE BERNSTEIN,

Wife.

98 JUL 16 AM 9:11  
BONNIE F. WILSON, CLERK  
CIR & CO. CLERK, P.S. 1071  
FILED - SOUTH GATE

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE  
WITH MINOR CHILDREN (UNCONTESTED)**

This cause came before this court for a hearing on a petition for dissolution of marriage. The court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

1. The court has jurisdiction over the subject matter and the parties.
  2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the petition for dissolution of marriage.
  3. The marriage between the parties is irretrievably broken.
- Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.

Bernstein v. Bernstein  
Final Judgment  
Page 1 of 3

Document referenced in pleading  
not attached when filed.

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②

4. Marital settlement agreement. The parties have voluntarily entered into a marital settlement agreement, dated April 1, 1998, (with a March 16, 1998 "Settlement of Wife's Contempt Application" agreement to which the parties agree to be bound in the 13th paragraph of their marital settlement agreement) and amended by an agreement in respect of raising their children in the Jewish faith dated <sup>July</sup> ~~April~~ 16, 1998, and each has filed the required financial affidavit. Therefore, the marital settlement agreement is filed as "Composite Exhibit A" in this case and is ratified and made a part of this final judgment. The parties are ordered to obey all of its provisions.

The rehabilitative alimony payments required of the husband to be paid to the wife as in Paragraph 8 of the April 1, 1998 marital settlement agreement shall be paid by him into the court's registry with payment of the court's registry fee in accordance with Schedule A attached.

5. The court finds that the parties have the present ability to pay support as agreed to in the marital settlement agreement as ratified and made part of this final judgment.

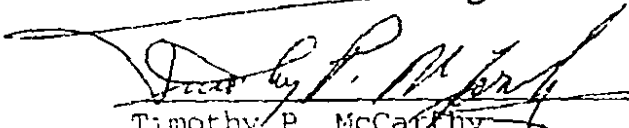
6. The husband has represented to the wife that he has fully complied with the provisions of paragraph 9 of the April 1, 1998 marital settlement agreement.

7. The husband is in arrears in payments to the wife in the amount of \$ 6700.00 comprised of bills in arrears

which the husband is enjoined and required to pay in full by <sup>in two payments</sup> 1/2 July 16, 1998 and 1/2 Aug 16, 1998

8. The court reserves jurisdiction to enforce this final judgment.

DONE AND ORDERED this 16 day of July, 1998

  
Timothy P. McCarthy  
Circuit Court Judge

Copies furnished:

Ronald Sales, 1601 Forum Place, Suite 906, West Palm Beach, FL 33401

Laura S. Blackman, 4215 NW 59<sup>th</sup> Street, Boca Raton, FL 33496

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"COMPOSITE EXHIBIT A"  
MARITAL SETTLEMENT AGREEMENT

ORB 10538 Pg 647

This marital settlement agreement made this 1 day of April March, 1998, between TED STUART BERNSTEIN, hereinafter husband, and JEANNE SUSAN GAMBELLA BERNSTEIN, hereinafter wife, in which it is mutually agreed as follows:

The factual background of this agreement is that the parties were married to each other on May 25, 1988, in Deerfield Beach, Florida, were separated in June, 1997 and there is pending a dissolution of marriage proceeding between them, In Re: The Marriage of Ted Bernstein, Husband, and Jeanne Bernstein, Wife, Palm Beach County Circuit Court Case No. CD 97 4827-FY. There is no chance that the parties will reconcile or reside together as man and wife again. There are three children born of the marriage, Alexandra Lauren Bernstein, age nine, born July 12, 1988, Eric Daniel Bernstein, age eight, born July 6, 1989, and Michael Andrew Bernstein, age six, born March 12, 1992. By this agreement, the parties intend to settle all rights and duties arising out of their marriage and all of the claims in issue or which could have been put in issue in their dissolution of marriage proceeding.

1. LIVING SEPARATE AND APART. The parties shall live separate and apart from each other and free from the advice, control and influence of the other as if they were unmarried.

2. NO INTERFERENCE. Neither party shall in any way disparage, defame the reputation of, molest, annoy or interfere with the other party.

3. INDEPENDENT ADVICE OF LAWYERS. Each party has had the independent advice of a lawyer of his or her own selection, the wife having had the advice of Ronald Sales and the husband having had the advice of Laura S. Blackman.

4. FREE AND VOLUNTARY AGREEMENT. Each party has entered into this agreement freely and voluntarily believing it to be in his or her best interests. Each party has entered into this agreement after deliberate thought. Neither party is under any pressure or duress.

5. FULL FINANCIAL DISCLOSURE. Each party is fully and completely informed about the financial and personal condition of the other. Each party waives any requirement for additional financial disclosure.

6. SHARED PARENTAL RESPONSIBILITY. The parties shall have shared parental responsibility of their three children, Alexandra Lauren Bernstein, age nine, Eric Daniel Bernstein, age eight, and Michael Andrew Bernstein, age six, whose primary physical residence shall be with the husband. Beginning September 25, 1998, the wife shall have the visitation afforded in-state parents by the Palm Beach County Circuit Court Child Custody And Visitation Requirements (Parent in Florida), copy of which is attached as Exhibit 1, except as modified in this paragraph as follows.

The wife shall have the children with her the first two weeks in June following when school lets out, the first two weeks in July, and the second and third weeks in August.

Each party shall have reasonable telephone access to the children when they are with the other party, but no visitation shall be scheduled during the wife's three two week summer visitation periods, except the husband shall have the children with him the first week-end of each visit from Friday at 5:00 P.M. until Monday at 8:00 A.M.

The wife shall have the children with her every Christmas eve and Christmas day until 5:00 P.M. each day.

The husband shall have the children with him for two days for Passover, two days for Rosh Hashanah, and two days for Yom Kippur, and one day for each of Sukkoth, Simchas Torah, Hanukkah, Tobeschwat, Purim, Israel Independence Day, and Shabuoth.

Until September 25, 1998, the wife shall have the right to visit with the children away from their father's house as follows:

Beginning March 25, 1998, each Wednesday from after school (when school is not in session from 3:00 P.M. until 8:00 P.M.)

Beginning March 28, 1998, each Saturday from 10:00 A.M. until 8:00 P.M.

And in addition, in the month of June, 1998, on Saturday and Sunday every other week-end from 10:00 A.M. to 8:00 P.M., but not overnight.

When the children are in the wife's care, she shall be responsible for feeding and bathing them and attending to their homework. Until May 5, 1998, the wife shall not operate a motor vehicle with the children in it. The wife shall not permit Tom Smith to operate a motor vehicle with the children in it. During the time the wife is not permitted to operate a motor vehicle with the children in it, the husband shall bring the children to the wife's house in Palm Beach County and pick them up there at the times of the beginning and ending of their visits with her. Neither parent shall take the children outside Palm Beach County

to reside without the written consent of the other parent first obtained or a court order entered after notice. The wife and members of her family shall be permitted to participate in the children's bar and bar mitzvahs.

7. WIFE NOT REQUIRED TO PAY CHILD SUPPORT. The amount of alimony which the husband has agreed to pay the wife has been reduced to reflect her child support contribution and she shall not be required to pay child support to the husband.

8. HUSBAND TO PAY WIFE REHABILITATIVE ALIMONY FOR ONE HUNDRED TWENTY SIX MONTHS, NOT SUBJECT TO MODIFICATION. The husband agrees to pay the wife as and for rehabilitative alimony the sum of \$3,500.00 per month for one hundred and twenty-six consecutive months, the first payment to be paid on April 1, 1998, and like payments to be paid on the first day of each month thereafter for one hundred and twenty-five consecutive months, to sooner terminate on the wife's death. The husband's obligation to pay the wife alimony shall not be subject to modification under any existing or future statute or case law, and both parties waive any right to seek modification of it.

9. HUSBAND TO REINSTATE MEDICAL AND HOSPITALIZATION INSURANCE. On or before <sup>May</sup> April 1, 1998, the husband, at his own cost, shall reinstate or put in force a group medical and hospitalization insurance policy, with the same coverage as the group medical and hospitalization insurance policy in which the wife was insured which lapsed, insuring the wife as she was insured in the prior policy with no exceptions for previous medical conditions and with the right to continue insured for

three years after the parties' marriage is dissolved. The husband shall pay the premiums for the wife's medical and hospitalization insurance for those three years.

10. HUSBAND TO PAY ACCORDING TO THEIR TENOR ALL OF THE HUSBAND'S, THE WIFE'S, AND THE PARTIES' JOINT DEBTS WHICH WERE INCURRED PRIOR TO THE TIME THE DISSOLUTION OF MARRIAGE PETITION WAS FILED AND TO SAVE THE WIFE HARMLESS. The husband agrees to pay, according to their tenor, all of the husband's debts, the wife's debts, and the parties' joint debts which were incurred prior to the time the dissolution of marriage petition was filed, particularly including but not limited to those debts shown on the husband's financial affidavit acknowledged September 3, 1997, and to save the wife harmless from all loss or damage which she may suffer, including a reasonable attorney's fee, during the period of legal limitations should the husband fail to pay any such debt when due.

11. HUSBAND TO ASSIGN AUTOMOBILE LEASE AND AUTOMOBILE INSURANCE ON LEASED CAR TO THE WIFE, SHE TO BE RESPONSIBLE TO PAY THE LEASE PAYMENTS BEGINNING APRIL 1, 1998. The husband agrees to and does hereby assign to the wife the lease on the leased automobile which the wife drives and the insurance policy on the leased automobile, she to be responsible to pay the lease payments from April 1, 1998 to the end of the lease.

12. WIFE TO HAVE ALL OF THE FURNITURE, FURNISHINGS AND HOUSEHOLD GOODS. The wife shall have all of the furniture, furnishings and household goods.



13. PARTIES AGREE TO BE BOUND BY THE SETTLEMENT OF THEIR CONTEMPT APPLICATION AGREEMENT. The parties agree to be bound and to perform according to its terms their March 16, 1998 agreement entitled Settlement Of Wife's Contempt Application.

14. EACH PARTY TO PAY HIS OR HER OWN ATTORNEY'S FEES AND SUIT MONEY. Each party agrees to pay his or her own attorney's fees and suit money.

15. PREVAILING PARTY TO RECOVER ATTORNEY'S FEES AND COSTS. Should it become necessary to enforce this agreement through an attorney, the prevailing party shall recover attorney's fees and costs.

16. NO MODIFICATION OF ANY PROVISION OF THIS AGREEMENT. Each party waives and releases any right under existing or future case law or statute to have modification of any provision of this agreement.

17. RELEASE OF ALL CLAIMS. Except as provided in this agreement, the parties do mutually release each other from all claims and demands for temporary, permanent, rehabilitative, periodic alimony, lump sum alimony, equitable distribution of property, special equities, division of property, community property, attorney's fees and suit money (attorney's fees and suit money for the enforcement of this agreement are not released) and any other marital claims of every sort to the same extent as if they had never been married.

18. MUTUAL RELEASE. Except as provided in this agreement, the parties release each other from all claims and demands of

every sort from the beginning of the world to the date of these presents.

19. WAIVER OF RIGHTS ON DEATH. Except as provided in this agreement, each party releases the other, the other's estate and personal representatives and trustees under any wills and trusts, of and from all claims and demands for dower, curtesy, elective share, widow's allowance, right to take in intestacy, right to serve as personal representative, and all other rights which a surviving spouse may have against the testate or intestate estate of a deceased spouse or against his or her personal representative, heirs, estate, or property, to the same extent as if the parties had never been married.

20. EXECUTION OF SUBSEQUENT INSTRUMENTS. The parties will execute and deliver all instruments and documents that may be necessary or convenient to carry into effect the provisions of this agreement.

21. DISSOLUTION OF MARRIAGE. This agreement shall not be considered as a consent to or condonation of a proceeding for the dissolution of marriage brought by either party, nor shall it be a bar to any such proceeding. If either party shall hereafter secure a dissolution of marriage, he or she shall present this agreement to the court for approval and incorporation in any such judgment which may be entered in such a proceeding and this agreement shall be made specifically enforceable by such judgment.

22. PARAGRAPH HEADINGS. Paragraph headings are provided for convenience in locating paragraphs and are not intended to

add or detract anything from the language in the clauses in the paragraphs.

23. **ENTIRE AGREEMENT.** There is contained in this contract, the parties' entire agreement on the subject matter expressed in it. The parties have no other or different agreements than are provided in this agreement. Neither party has made any representation to the other party upon which the other party has relied than are expressed in this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Signature]* *[Signature]* (SEAL)  
Ted Stuart Bernstein  
Hereinabove called husband

*[Signature]* *[Signature]* (SEAL)  
Jeanne Susan Gambella Bernstein  
Hereinabove called wife

\_\_\_\_\_  
(Print witness name)

certified copy

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared TED STUART BERNSTEIN, to me known to be the person described in the foregoing instrument, or who furnished \_\_\_\_\_ for identification, and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of April, 1998.

Lisa A Zachary  
Notary Public  
Printed Notary Name \_\_\_\_\_  
My commission expires: \_\_\_\_\_

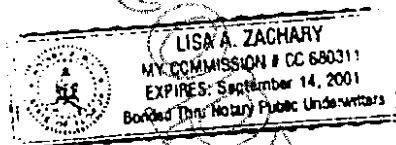


STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JEANNE SUSAN GAMBELLA BERNSTEIN, to me known to be the person described in the foregoing instrument, or who furnished \_\_\_\_\_ for identification, and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of April, 1998.

Lisa A Zachary  
Notary Public  
Printed Notary Name \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**ADDENDUM TO MARITAL SETTLEMENT AGREEMENT**  
**BETWEEN TED STUART BERNSTEIN AND JEANNE**  
**SUSAN GAMBELLA BERNSTEIN SIGNED ON APRIL 1, 1998**

Ted Stuart Bernstein, hereinafter husband, and Jeanne Susan Gambella Bernstein, hereinafter wife, agree to the following addendum to the Marital Settlement Agreement in which they signed on April 1, 1998:

"It is further stipulated and therefore adjudged that the children shall be raised in the Jewish religion."

IN WITNESS WHEREOF, the parties have executed this addendum on this \_\_\_ day of April, 1998.

Signed, sealed and delivered in the presence of

L.S. Blackman  
L.S. Blackman  
(Print witness name)

Ted Stuart Bernstein (SEAL)  
Ted Stuart Bernstein  
Hereinabove called husband

[Signature]  
(Print witness name)

Jeanne Susan Gambella Bernstein (SEAL)  
Jeanne Susan Gambella Bernstein  
Hereinabove called wife

[Signature]  
(Print witness name)

\_\_\_\_\_  
(Print witness name)

This is not a valid copy

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared TED STUART BERNSTEIN, to me known to be the person described in the foregoing instrument, or who furnished \_\_\_\_\_ for identification, and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 1998.

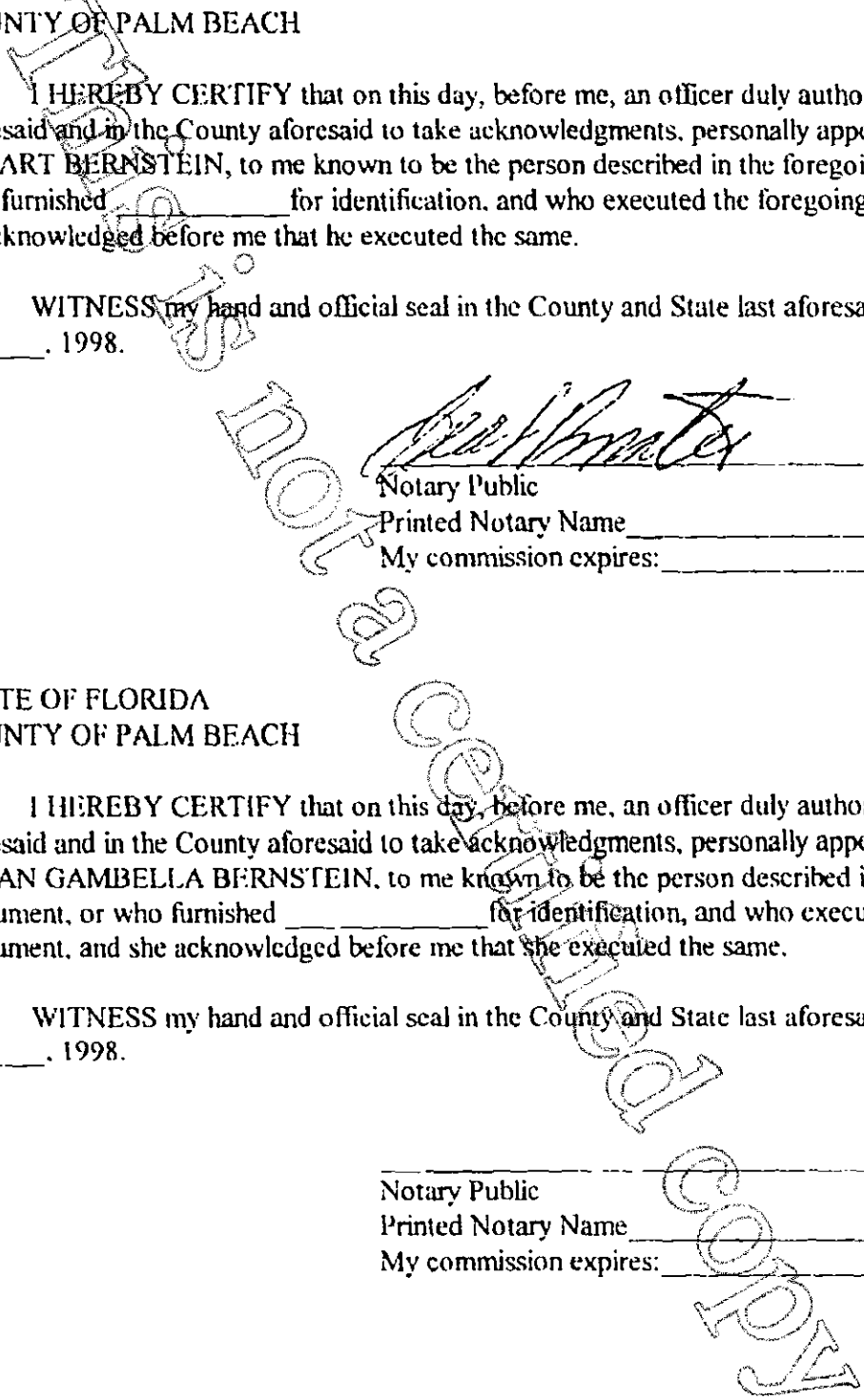
*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
Printed Notary Name \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JEANNE SUSAN GAMBELLA BERNSTEIN, to me known to be the person described in the foregoing instrument, or who furnished \_\_\_\_\_ for identification, and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Notary Public  
Printed Notary Name \_\_\_\_\_  
My commission expires: \_\_\_\_\_



S. Clement of Wifes' Intempt  
Application 3/16/98

March 16, 1998

ORB 10538 Pg 658

Bernstein v. Bernstein

WIFE'S UPDATED LIST OF LIVING EXPENSES WHICH HUSBAND HAS FAILED TO PAY

Rent at 18524 Ocean Mist Drive, Boca Raton, Florida, December, 1997 and January, 1998		<i>H will satisfy the debt and hold w harmless &amp; pay w \$ 6,400.00 representing 1/2 of dec'dy</i>
Rent at 1959 Bedford Drive, Boca Raton, Florida, February and March, 1998, and \$4,500 deposits		<i>800 per mt - H to pay w 1600 rep. febr 7,595.00 merch payment.</i>
Electricity:		
November, 1997	\$212.00	
December, 1997	212.00	<i>H to pay w and w</i>
January, 1998	180.00	<i>to first submit to H</i>
February, 1998	269.00	<i>cancelled checks or bills -</i>
(10 days plus \$240 deposit)		
March, 1998	140.00	
		1,013.00
Water, sewer and garbage:		
November, 1997	\$ 66.00	<i>same as electric</i>
December, 1997	66.00	
January, 1998	66.00	
February, 1998	85.00	
March, 1998	85.00	
		368.00
Telephone:		
November, 1997	\$115.00	<i>same as electric</i>
December, 1997	115.00	
January, 1998	115.00	
February, 1998	88.00	
March, 1998	94.00	
		527.00
Pest control:		
November, 1997	\$ 38.00	<i>same as electric</i>
December, 1997	38.00	
January, 1998	38.00	
February, 1998	25.00	
March, 1998	25.00	
		164.00

NOT A  
 COPY  
 COPY  
 COPY

Groceries:

November, 1997	\$450.00
December, 1997	450.00
January, 1998	450.00
February, 1998	450.00
March, 1998	450.00

*H to pay W*

2,250.00

Eating out:

November, 1997	\$ 50.00
December, 1997	50.00
January, 1998	50.00
February, 1998	50.00
March, 1998	50.00

*H to pay W*

250.00

Cable television:

Nov. Dec. Jan.	\$ 76.00
February, 1998	88.17
(includes new hook-up)	
March, 1998	38.00

*same as electric*

202.17

Domestic help:

November, 1997	\$645.00
December, 1997	645.00
January, 1998	645.00
February, 1998	600.00
March, 1998	0

*H not responsible*

2,535.00

Dry cleaning:

November, 1997	\$ 30.00
December, 1997	30.00
January, 1998	30.00
Feb. March, 1998	60.00

*H to pay W*

150.00

Doctors (insurance has not paid so far:

November, 1997	\$700.00
December, 1997	700.00
January, 1998	700.00
February, 1998	700.00
March, 1998	350.00

*- W shall submit any + all bills to H for insurance payment. H shall be responsible for difference 150.00 - W shall submit all statements for Dr bills to H 2,400.00 for remainder same as Doctors*

October hospital visit:

This is not a bill



Prescriptions:  
 November, 1997) \$752.50  
 December, 1997) 752.50  
 January, 1998 752.50  
 February, 1998 752.50  
 March, 1998 to date 410.00

160 x 3 = 480 to be paid  
 by H - W to submit  
 documentation for  
 Feb + mar for pymt  
 by H 3,420.00

Pets (includes horse, two  
 dogs and cat):  
 November, 1997 \$356.00  
 December, 1997 356.00  
 January, 1998 356.00  
 February, 1998 356.00  
 March, 1998 356.00

H not responsible

1,780.00

Veterinarian:  
 November, 1997 \$ 25.00  
 December, 1997 25.00  
 January, 1998 25.00  
 February, 1998 25.00  
 March, 1998 25.00

H will pay W

125.00

Entertainment:  
 November, 1997 \$ 25.00  
 December, 1997 25.00  
 January, 1998 25.00  
 February, 1998 25.00  
 March, 1998 25.00

H will pay W

125.00

Beauty care:  
 November, 1997 \$110.00  
 December, 1997 110.00  
 January, 1998 110.00  
 February, 1998 110.00  
 March, 1998 110.00

H will pay W

550.00

Automobile (gas and oil):  
 November, 1997 \$120.00  
 December, 1997 120.00  
 January, 1998 120.00  
 February, 1998 120.00  
 March, 1998 120.00

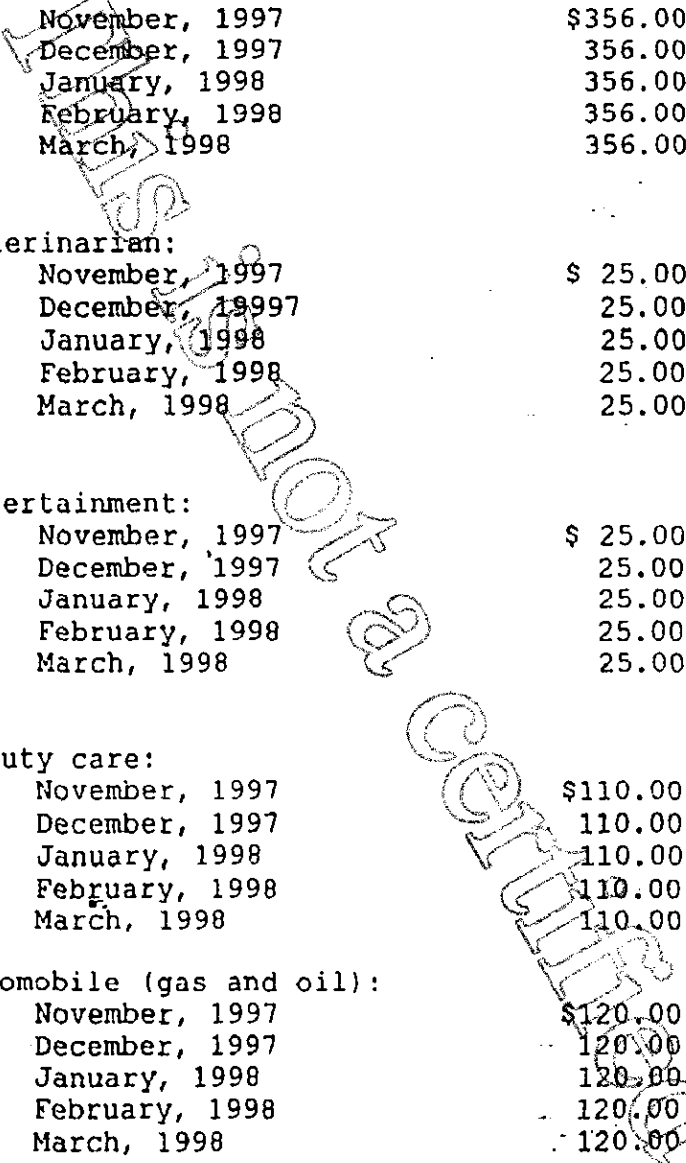
H will pay W

600.00

Cell phone:  
 Nov. Dec. Jan. Feb. Mar.

500.00

W will submit  
 documentation to H + H  
 shall pay W



Visa card:  
Minimum payments for five months

same as car phone

375.00

TOTAL:

\$34,384.17

To be paid by 3/20/98

rent security dep 1600

rent - 1600

groceries - 2250

eaty out - 250

5700

To be paid within 7 days of receipt of  
documentation

electricity 1013.00

water 368.00

telephone 527.00

rest central 164.00

cable - 202.17

Dry cleaning - 150.00

prescriptions as above

Vet - 125

entertainment - 125

Beauty care - 550

automobile - 600

cell phone - 500

VISA - 375.00

COPIED

Continued from settlement of wife Center at  
Regarding Doctor bills and October  
Hospital visit, H shall pay  
balance of any bills not  
paid by insurance -

TRIP

Wife shall submit to H  
documentation on status of  
insurance claim + for statements  
from Doctor's offices + for cancelled  
checks -

Medical coverage for the wife shall be enforce  
by April 1, 1998 at the H's expense.

This is a complete and final settlement  
on wife's renewed motion for contempt.  
Attorneys fees + cost are waived  
by both parties

Signed  
James S. Blackman  
James S. Blackman

Dated 3/16/98

TRIP