

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

FILED
JUL 20 2022
USDC SD FL
[Signature]

Case Number: 22-13009-EPK

Chapter: 7/11

In Re Bernstein Family Realty, LLC ,

Debtor.

INTERESTED PARTY - CREDITOR AND ACTING MANAGER OF
BERNSTEIN FAMILY REALTY, LLC OMNIBUS OPPOSITION-RESPONSE
AND MOTION FOR ANY EXTENSION AS NEEDED TO STAY IN
BANKRUPTCY

1. I am Eliot I. Bernstein, an interested party and Creditor of the Debtor,
Bernstein Family Realty, LLC and Acting Manager and submit this omnibus
response and opposition to the varying motions to Dismiss with prejudice
and for other Dismissal and further in support of a motion to for extension
for Counsel for the LLC and its members and myself and wife based on very
recent information from an Investor of sufficient financial means to my
knowledge to support both payments of Counsel and to further necessary
operating capital for the LLC.

2. Such information was just finally received on Tuesday, July 20, 2022 and it is believed later today on July 20th or the following day events for actual funding may conclude.
3. Contrary to false and negative improper information asserted against the Petitioning Creditors and now myself, reasonable steps to comply with Bankruptcy Administration requirements have been taken from the outset although yes, extensions of time have been necessary and time to cure and correct has been requested and needed, however, this truly all goes to the heart of misconduct by alleged "Creditor" Ted Bernstein with attorney Alan Rose where "but for" such ongoing frauds and misconduct none of the Petitioning Creditors nor myself nor my wife or BFR, LLC would even be in Bankruptcy Court.
4. These papers not only show proper Bankruptcy purposes but also the continuing and ongoing attempts to Settle with the Sahm Creditors made for years but further specifically made during these Bankruptcy proceedings which remain open and are more than reasonable. These updates and changes to cure defects support the motion to continue the Bankruptcy case and Chapter 7 administration as alternative relief if the equitable powers of the Court will not grant the right to file a Voluntary petition or simply hire proper Chapter 11 counsel if the Funding options that are ongoing come to

fruition within 7 days from today currently the rescheduled Creditors Meeting date as the case should not be dismissed and Bankruptcy protection is proper for the Debtor and all proper Creditors.

5. For whatever reason currently unknown, “somehow” this Court has recently at least overlooked and/or disregarded that fact and facts alleged in the original petition and supplement papers where allegations of a “hijacked” company and missing information and bank records and documents and the wrongful withholding of State Court Registry funds was all made showing the necessity of the initial Bankruptcy filing by my sons who are the Petitioning Creditors and also showing the State court forum as not viable for proper relief.
6. These papers also show updated changes of the entity at Sunbiz.org at the Florida Secretary of State although the Website has not been updated yet various receipts have already been forwarded to the Trustee and now for this Court including a further receipt received overnight showing information which we believe will have the company fully active and viable. See attached exhibits from the new Registered Agent for BFR, LLC.

**CONTINUANCE FOR COUNSEL - NEW INVESTOR - VIABLE PLAN
FOR REORGANIZATION**

7. In addition to the continuance for counsel based on new funding and investment opportunity, this would further the viable Plan for Reorganization of the LLC which is not a “single asset” entity which has been Falsely presented to this Court by both Counsel Rose and Shraiberg acting in concert to disregard the very Operating Agreement filed with this Court in the original Petition which is clearly for investments etc.
8. The Trustee has been provided several weeks ago not only with the name of Legacy Bank where BFR, LLC had Bank accounts but further that these accounts themselves were being hijacked and misused upon the death of my father Simon Bernstein and Trustee Bakst is or should be fully aware of this and this Court if it reads the papers submitted by my Petitioner sons and myself should have already seen efforts by myself with the law firm at Tripp Scott going back nearly 10 years ago to gather Records and Business information on BFR, LLC and many other entities that were part of the Investment vehicles and closely held companies run by my father and part of both his Estate and Trusts and my mother’s Estate and Trusts where proper accountancy has never occurred to this day and in fact this is part of the “fraud” that now is continuing right here in this Court where false or half baked filings get submitted that does not give a full and accurate picture of

what has gone on for years and of course when only afforded 2 minutes at a Status hearing it is hard to give that full picture.

9. So there is and has always been a viable Plan and this Court is or should be aware of the multiple efforts to avoid this Bankruptcy by my Sons and their attorney making Motions in the other State Court of Judge Keever-Agrama for the release of their own monies in the State Registry to be able to have bargained and negotiated with the Sahms without the necessity of filing Bankruptcy yet these efforts again thwarted by Counsel Alan Rose and Ted Bernstein who not only is not a proper Trustee of the Simon Bernstein Amended Trust by the very terms of that specific Trust but further is at the center of the hijacking of BFR and the funds and other documents and records and specifically monies which should have already distributed to my sons.

10. Respectfully, your Honor, most anyone from the observing public can see the irony and necessity that a party that is not even proper but allegedly a Fiduciary over my sons is withholding their own monies for Self dealing to take a disproportionate share when the very same actors have already taken a disproportionate share and forced this Bankruptcy only to have my 3 innocent young adult sons face threats for alleged crimes while not a single wrongdoing party of Rose, Shraiberg, Ted Bernstein, the Sahms have been

asked even a single question by your Honor who has now revealed further hidden conflicts or appearance of impropriety by former Clerks working for Shraiberg when conflicts of Shraiberg have already been brought up and disregarded and these latest disclosures only come to light when formal filings on the Sweetapple connection were made in good faith after learning Judge Kastranakes had not disclosed his son working for the Alan Rose firm which was only learned as my sons were trying to hire and pay Chapter 11 counsel in this case.

11. In any event, the Petitioners have had a viable Plan from the outset for Reorganization which has only been thwarted by improper withholding of monies and where even an outside Investor was withheld from this Court by proposed Chapter 11 Counsel David Brown who had multiple calls with US Trustee Heidi Feinman yet somehow this information never came to light.
12. The Petitioners acted in good faith with no remote or scintilla of intent to defraud or make false statements or have some "scheme" which is simply crazy and improper and further crazy to anyone that has ever met them in person.

**CASE SHOULD STAY IN BANKRUPTCY; LIKELIHOOD OF
SETTLEMENT WITH SECURED CREDITOR AND PROPER
DISTRIBUTION OF ASSETS TO PROPER CREDITORS UNDER PROPER
BANKRUPTCY PURPOSE**

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13. As indicated, myself and entire family mourn and are sad for the loss and death of Walter Sahm as he was a friend to my father Simon Bernstein and other family friend William Stansbury and was a friend to me and worked with me over several years trying to work out what should have been simple and pay off this Note.
14. This Court and the various Trustees appear to have overlooked the Handwritten Letters of Walt Sahm and Patricia Sahm filed in the original papers which both support this effort to settle and that the company LLC was hijacked and where Ted Bernstein and Tescher Spallina never got back to Walt Sahm's first lawyer Capelli for a very long time and it has only been since counsel Sweetapple came in that the efforts to work anything out and the new frauds in the State Court started again by suing improper parties.
15. While it is untrue that we have "controlled" BFR and are controlling BFR in these proceedings, if Counsel Shraiberg is now correct in that assumption then surely Counsel Sweetapple would never have filed and improperly served bogus complaints in State Court not even knowing our identities and serving Josh and Jake on an amended complaint as "minors" while knowing they were of age of majority and other frauds in the state Court.
16. We never controlled BFR during these proceedings and no gamemanship was brought by the Petitioners as we had no idea who was going to step in

for BFR and “Answer” the Petition or try to take control as already shown and disregarded by the Court and parties is that Donald Tescher while claiming to have Resigned as Agent still is on the website at Sunbiz for BFR along with an address for Ted Bernstein.

17. There was nothing to stop any of these alleged Creditors from controverting the petition or filing a motion or pleading against the Petition or simply filing a Motion to lift stay.

18. Nonetheless, the proper Sahm Creditor still have an open Offer to settle and there is likelihood this Bankruptcy will finally bring that settlement.

**BFR, LLC UPDATES WITH SECRETARY OF STATE - SUNBIZ.ORG
COMPLIANCE WITH US TRUSTEE - DEBTOR IN PROCESS OF
REACTIVATION AND COMMUNICATED WITH TRUSTEE ON
UPCOMING RESCHEDULED CREDITORS MEETING MISSED BY
MISTAKE AND CONFUSION**

19. See attached Exhibits to show the Registered Agent and Manager and address etc and Annual Report has been updated and simply pending Admin processing and the LLC is coming fully into compliance and with the requests and concerns of Trustee Bakst and should be afforded additional time to cure as needed.

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**THE ISSUE OF EQUALITY OF DISTRIBUTION OF ANY ASSETS
WOULD NOT BE EFFECTIVELY DEALT WITH IN ANY OTHER
FORUM ESPECIALLY THE STATE COURT FORUM WHICH MAKES
THIS BANKRUPTCY CASE PROPER AND BROUGHT IN GOOD FAITH
FOR PROPER PURPOSE AS ORIGINALLY PLEAD**

20. I could go on for days showing how the State Court forum has not been proper and why Bankruptcy was a proper avenue for my Petitioning sons to take based on fraud and artifice and trick and cases already cited.
21. The Record already has other pleadings to show this and show that the Violation of the Stay was surely not innocent as the 4th DCA had already issued an Order to show cause at the Trial level why the Bankruptcy Stay of 11 USC 362 should not be upheld even before Judge Kastranakes violated the Stay and of course there were 3 other filings weeks before for Suggestions of Bankruptcy so this Court's "prejudging" Cardinal sin that the Kastranakes action must have been innocent and the further misleading by Shraiberg on Appeal status again gives rise to voluntary Disqualification if not mandatory and same for this Court prejudging the motives and intent of my sons by saying they had a scheme so BFR could not answer. Totally false and not even remotely supported by the records or fact but the prejudging is again a reason to withdraw and Disqualify.
22. Bankruptcy Protection and remaining in Bankruptcy even if Chapter 7 is the only forum where the proper Creditors will receive proper Distribution or

settlement assuming the issues laid out are properly addressed and ruled on fairly by this Court.

NOT ONLY IS TED BERNSTEIN NOT A PROPER PARTY AS NOT ELIGIBLE TO SERVE AS TRUSTEE UNDER THE VERY TRUST DOCUMENT TERMS HE CLAIMS, BUT TO WHATEVER EXTENT THERE WAS ANY VALIDITY OF A SECOND MORTGAGE THE STATUTE OF LIMITATIONS EXPIRED IN SEPTEMBER OF 2017 AND ANY CLAIM IS EXTINGUISHED BY STATUTE OF LIMITATIONS;

THIS SHOWS WHY THE BANKRUPTCY CASE IS PROPER AS ALLEGED CREDITOR TED BERNSTEIN HAS STEERED THE SAHM FORECLOSURE AND THESE PROCEEDINGS TO GAIN IMPROPERLY OVER VALID CREDITORS

23. I believe I have submitted this as one of many exhibits but the alleged 2nd Mortgage is not even remotely viable based on Statute of Limitations alone as the Mortgage and Note “matured” upon the Death of Simon Bernstein which is nearly 10 years ago now and no action was ever commenced within the Statute of Limitations for Ted Bernstein to pursue this claim.

24. The Middle District of Florida Bankruptcy has recognized this and the rules, In Re Jeffrey Petty, Debtor; Jeffrey Petty v. BBVA Compass Bank, f/k/a Compass Bank Case 3:19-ap-00060-JAF, “That is, in Florida, a cause of action on a note secured by a mortgage accrues when the full balance first becomes due—i.e., at loan maturity or when the lender accelerates payments pursuant to an express acceleration clause. See Bollettieri Resort

Villas Condo. Ass'n, Inc. v. Bank of New York Mellon, 228 So. 3d 72, 7475 (Fla. 2017) (Lawson, J., concurring specially) (citing Greene v. Bursey, 733 So. 2d 1111, 111415 (Fla. 4th DCA 1999)). **Florida's limitations period to foreclose a mortgagor's right of redemption expires five years from the date of accrual of the cause of action.** § 95.11(2)(c), Fla. Stat. (2006)."

25. It is undisputed that the applicable statute of limitations is section 95.11(2)(b), Florida Statutes (1997), which sets a five-year period for suits involving an action on a contract, obligation, or liability founded on a written instrument, as here. The statute of limitations begins to run from the time the cause of action accrues. § 95.031, Fla. Stat. (1997); Bauld v. J.A. Jones Constr. Co., 357 So.2d 401 (Fla. 1978).
26. There are other reasons why Ted is not a proper Creditor and he and Alan Rose mislead and have not put an "Order" appointing him Trustee but simply an Order saying wrongfully I add that I did not have "standing" to make the argument in that specific case and nowhere else. The order merely "casually" refers to a Successor Trustee but did not "Appoint" Ted Trustee and never had "construction" of the Trust to determine this. This is exactly the type of fine line fraud that has gone on for years and is directly misleading to this Court.

**ELIOT BERNSTEIN AND CANDICE BERNSTEIN HAVE STANDING AS
PARTIES IN INTEREST AND CREDITORS OF BFR, LLC**

27. "To have standing in a bankruptcy proceeding, a party must be a "party in interest." *Walden v. Walker (In re Walker)*, 515 F.3d 1204, 1212 (11th Cir. 2008). Chapter 11 of the Bankruptcy Code provides that a "party in interest" is a debtor or a creditor and that a "party in interest" may raise and be heard on any issue in a bankruptcy case. 11 U.S.C. § 1109(b). Chapter 7 of the Bankruptcy Code does not specifically define a "party in interest." See *Westwood Cmty. Two Ass'n, Inc. v. Barbee (In re Westwood Cmty. Two Ass'n, Inc.)*, 293 F.3d 1332, 1337 (11th Cir. 2002). However, we have held that the right for a party in interest to be heard in a bankruptcy proceeding, as set out in Chapter 11, also applies in a Chapter 7 case. *Id.* According to the general provisions of the Bankruptcy Code, a "creditor" includes an "entity that has a claim against the debtor." 11 U.S.C. §101(10)(A). A "claim" is a "right to payment," whether or not such right is reduced to judgment, disputed or undisputed, secured or unsecured, or liquidated or unliquidated. *Id.* § 101(5)(A)." SEE, 11TH CIRCUIT *Wolfe v. Rodriguez (In re Rodriguez)* No. 14-12361, at *3 (11th Cir. 2015).
28. In addition to years of seeking Records, Documents and other actions for the benefit of Bernstein Family Realty, LLC and efforts to save the primary

real estate asset of BFR through negotiations with Walter Sahm and other parties, myself and my wife Candice Bernstein have performed work and labor and expenses for the upkeep of the asset and real estate, maintenance and other none of which was done as a “gift” to BFR but instead sweat equity with right to repayment and fit the definition of “claim” and “creditor” to normal english language.

29. Additionally, BFR, LLC is the vehicle through which obligations for payments pursuant to an Advanced Inheritance Agreement were paid totalling over \$100,000.00 yearly and intended to go on for life. In fact, until BFR was hijacked by Ted Bernstein, Alan Rose, Teacher and Spallina, Oppenheimer et al, BFR, LLC did in fact make payments for myself and Candice Bernstein. See Exhibit for Advanced Inheritance Agreement.

30. In fact there should be years of records before Simon’s death that shows BFR paying for the expenses of myself, wife and household using BFR as closely held business and investment vehicle which of course should tell the Trustee and this Court Simon Bernstein had significant wealth that should have flowed to BFR and these assets should be pursued or inquired by the Trustee and these proceedings.

THE 11TH CIRCUIT HAS DETERMINED THE BANKRUPTCY COURT CAN NOT “SUA SPONTE” CONSIDER “AT ANY POINT IN THE PROCEEDING” IF 11 USC 303(b) HAS BEEN MET AND ALL INQUIRIES

BY THIS COURT AND NOW THE SAHM CREDITORS AND TED BERNSTEIN ONLY COME OVER A MONTH AFTER THE "ORDER FOR RELIEF" WAS ENTERED AS STATED BY THE COURT SEVERAL TIMES IN OPEN COURT AND ONLY AFTER FRAUD AND MISCONDUCT CLAIMS WERE RAISED BY INTERESTED PARTY CREDITOR ELIOT I. BERNSTEIN.

31. The 11th Circuit has clearly indicated, "*there is no indication from the text of § 303 that Congress intended bankruptcy courts to consider sua sponte at any point in the proceedings whether the involuntary petition filing requirements have been met.* In fact, the statutory language strongly suggests the opposite. Section 303(h) provides that if an involuntary petition "is not timely controverted, the court shall order relief against the debtor in an involuntary case under the chapter under which the petition was filed." 11 U.S.C. § 303(h) (emphasis added); accord Fed.R.Bankr.P. 1013(b) ("*If no pleading* or other defense to a petition *is filed within the time provided.* . . ., the court, on the next day, or as soon thereafter as practicable, shall enter an order for the relief requested in the petition."). Thus, the statutory scheme contemplates that relief will be granted immediately if no timely response is filed. *Section 303(h) belies any congressional intent to have courts sua sponte consider whether the § 303(b) requirements have been satisfied.* "

In re Trusted Net Media Holdings, 550 F.3d 1035 (11th Cir. 2008).

32. It seems more than improper that only after Fraud in the Court was exposed this Court after announcing several times "an Order for Relief" was granted then went on an improperly prejudged fishing expedition trying to use a Statutory definition that lawyers and Judges around the country likely in the hundreds could disagree on and then turn that into alleged criminal activity by my 3 Petitioning sons who are not lawyers and came to this Court in good faith and with documents and with proper Bankruptcy purpose. All the motions to dismiss should be denied and sanctions denied and the case remain in bankruptcy.

The filing of an involuntary bankruptcy petition is always a "litigation tactic."

Yet this Court has consistently Overlooked or Disregarded that Petitioners simply seek Fair Distribution of all Assets to Proper Creditors in Good faith

33. Petitioners assert that every filing of Bankruptcy is some form of litigation tactic as no one looks to be in bankruptcy and some of the Courts seem to have lost this concept. Marciano v. Fahs (In re Marciano) BAP No. CC-11-1008-DMkKi, at *43 (B.A.P. 9th Cir. Sep. 15, 2011) says similar language, "The filing of an involuntary bankruptcy petition is always a "litigation tactic." Whether the filing is inappropriate is a fact-dependent determination. See, e.g., In re Pac. Rollforming, LLC, 415 B.R. at 753-54

(where, among other concerns of the bankruptcy court, one of the three petitioning creditors acquired his claim by purchase one day before the involuntary bankruptcy filing); and *In re Spade*, 269 B.R. at 228 ("The bankruptcy judge found that the involuntary petition was not filed as a means to ensure a fair distribution of the Debtor's assets to all Creditors, but instead, was a self-serving litigation tactic to control the forum and enlist a trustee to conduct and pay for discovery into the Debtor's affairs."). Where, as here, the bankruptcy court expressed a primary concern that the issue of equality of distribution would not effectively be dealt with in any other forum, we conclude that the bankruptcy court did not abuse its discretion in denying the Second Dismissal Motion." See, *Marciano v. Fahs* (*In re Marciano*) BAP No. CC-11-1008-DMkKi, at *43 (B.A.P. 9th Cir. Sep. 15, 2011).

34. The Petitioning Creditors here had Investor on the Phone with Attorney David Marshall Brown and one other Local Chapter 11 attorney and had all good faith purpose and intention to pay for Chapter 11 Counsel to pursue both Discovery and Adversary Proceedings.
35. There are special circumstances in that other actions of Alan Rose and Ted Bernstein which may be proper for "Under Seal" filings have "scared off"

and made at least one Investor “concerned” and “fearful” and likely at least one of the lawyers around the case.

36. Nothing was filed in bad faith and was all filed for proper purpose.

BOTH SECURED CREDITOR SAHM AND IMPROPER CREDITOR TED BERNSTEIN AVAILED THEMSELVES OF THE CHAPTER 11 BANKRUPTCY PROCESS, CHOSE NOT TO SEEK RELIEF FROM THE STAY, PUSHED AND SUPPORTED THE CASE GOING INTO CHAPTER 7, NOW MAKING ANY “ANNULMENT” OF THE STAY TO CORRECT A VIOLATION OF THE AUTOMATIC STAY BY STATE COURT JUDGE KASTRANAKES OF THE 15TH JUDICIAL A NULLITY IS IMPROPER AND BAD FAITH SANCTIONABLE CONDUCT AND SHOULD BE DENIED

37. The Court Granted the Order for Relief and mentioned that several times to both Attorney Inger Garcia and then Proposed Chapter 11 Attorney David Marshall Brown and neither Secured Creditor Sahm nor Ted Bernstein sought to Appeal or Vacate the Order of Relief and waived any claims for an improper Chapter 11 Petition.

38. Both Ted Bernstein and the Sahms have used the Bankruptcy process and urged Chapter 7 and waived any claims under 11 USC 303 by not filing any controverted pleading or motion and by not moving to lift the Stay.

39. These parties are trying to create their own damages by these wrongful motions all of which should be denied.

40. Joanna Sahm should have to show and produce where her "hidden Estate" case is and Ted Bernstein should have to show how he is a Creditor and alleged Trustee.
41. I seek continuance and extension to further respond and brief the court in good faith.

WHEREFORE, it is respectfully requested for an Order denying the motions to dismiss, continuing the case in Bankruptcy either 7 or equitable powers if Funding arrives in 7 days to bring Chapter 11 counsel into the case but at least keeping the case in Chapter 7 and granting extensions to cure as needed and further supplement this record as needed and other relief that is proper.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571. Petitioners request that an order for relief be entered against the debtor under the chapter of 11 U.S.C. specified in this petition. If a petitioning creditor is a corporation, attach the corporate ownership statement required by Bankruptcy Rule 1010(b). If any petitioner is a foreign representative appointed in a foreign proceeding, attach a certified copy of the order of the court granting recognition.

I have examined the information in this document and have a reasonable belief that the information is true and correct.

Petitioners or Petitioners' Representative Attorneys

Name and mailing address of petitioner

ELIOT BERNSTEIN

Name

2753 NW 34TH STREET

Number Street

BOCA RATON, FL 33434

City State ZIP Code

Name and mailing address of petitioner's representative, if any

Name

Number Street

City State ZIP Code

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 7/20/22
MM / DD / YYYY

Signature of petitioner or representative, including representative's title
ELIOT BERNSTEIN, CREDITOR - INTERESTED PARTY

EXHIBIT

SUNBIZ DOCUMENTS RE BFR REGISTERED AGENT AND ANNUAL REPORTS ORDERED

7/20/22, 3:25 AM

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Bernstein Fam... ▼

Business Profile

Business Name

Bernstein Family Realty, LLC

Business Type

Limited Liability Company

Business Purpose

Investments

Business Industry

Other

Florida Registration

Registration Type ⓘ

Domestic

Business ID

I08000054043

Registration Date

06/02/2008

Structure (Who will run your business)

some_managers

Managers

Elliot Ivan Bernstein

5618867628

jjdbfr@gmail.com

Candice M Bernstein

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Boca Raton, FL 33434

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7/20/22, 3:25 AM

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Principal Address ⓘ

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Registered Agent

Florida Agent

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844-493-6249

Authorized Signatory ⓘ

Elliot Ivan Bernstein
Manager

7/20/22, 3:25 AM

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7/19/22, 2:49 PM

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Bernstein Fam... ▼

Order History

Product	Order Date	Fulfillment Status	Payment Status	Amount
Annual Report (FL)	July 19th, 2022	Order Received	Charged to VISA 5190	\$239.00
Starter Plan	July 19th, 2022	Plan Active	Charged to VISA 5190	\$99.00
Registered Agent Service		Order Received		
Change Of Registered Agent (FL)	July 19th, 2022	Order Received	Charged to VISA 5190	\$25.00

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Eliot

Tuesday, July 19, 2022 at 15:57:33 Eastern Daylight Time

Subject: FW: ZenBusiness Order Receipt**Date:** Tuesday, July 19, 2022 at 2:52:27 PM Eastern Daylight Time**From:** JJD Bernstein <jjdbfr@gmail.com>**To:** Kevin Hall <krh.itconsulting@gmail.com>, Kevin Hall <kh.itconsultingsalesoffices@gmail.com>**BCC:** JJD Bernstein <jjdbfr@gmail.com>**From:** ZenBusiness <noreply@zenbusiness.com>**Date:** Tuesday, July 19, 2022 at 1:57 PM**To:** Eliot <jjdbfr@gmail.com>**Subject:** ZenBusiness Order Receipt

Receipt summary



Thank you for your purchase for Bernstein Family Realty,
LLC in FL.

07/19/2022

Today's payment

\$124

Payment method

 Card ending in 5190

07/19/2022

Today's payment

Change Of Registered Agent (FL) \$25

RA Starter Plan Annual \$99

 RA Starter Plan Annual renews yearly at \$199

Registered Agent

Total \$124

Payment method

Edit payment method 



Card ending in 5190

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Product [renewal rates](#) subject to change



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EXHIBIT

ALAN ROSE EMAIL TO STIPULATE TO RELEASE BERNSTEIN REGISTRY FUNDS FOR BANKRUPTCY
PROCEEDINGS AND SETTLEMENT

Eliot

Tuesday, July 19, 2022 at 12:09:52 Eastern Daylight Time

Subject: FW: Bernstein - Alan, Request to Stipulate to Agreed Order: Re: Emergency Motion to Distribute Funds from Court Registry 6-6-22
Date: Tuesday, July 19, 2022 at 12:08:41 PM Eastern Daylight Time
From: Eliot Bernstein <iviewit@gmail.com>
BCC: Eliot Bernstein <iviewit@gmail.com>
Attachments: Bernstein,Simon-Amended and Restated Trust Agreement.pdf, image001.jpg, image003.jpg, image004.jpg, image005.jpg, image006.jpg, image007.jpg

From: Alan Rose <ARose@mrachek-law.com>
Sent: Monday, June 6, 2022 11:31:54 PM
To: Inger Garcia <attorney@floridapotlawfirm.com>; attorney@ingergarcia.com <attorney@ingergarcia.com>; 'ServiceIMGLAW@yahoo.com' <serviceimglaw@yahoo.com>
Subject: RE: Bernstein - Alan, Request to Stipulate to Agreed Order: Re: Emergency Motion to Distribute Funds from Court Registry 6-6-22

I have forwarded the materials to my client, the Successor Trustee. That said, I do *not* expect what you describe to be acceptable, particularly spending \$75,000 of the sons' inheritance on professional fees hoping to salvage a Chapter 11 proceeding. Therefore, although I remain open to speaking, there will likely be no agreement.

Beyond that, and recognizing I have discussed these same facts with multiple lawyers purporting to represent the sons, most recently Leslie Ferderigos, I advise you that your facts and understanding/assumptions are inaccurate.

Your clients have been provided through counsel, multiple times, the Trust. It is attached.

The source of the registry deposits was not solely from the \$180,000 share of the Heritage settlement that was paid less GAL fees into his three children's trusts through the court registry. Less registry fees, and withdrawals that have been permitted by the Court, there are three separate registry account that total (I believe, without warranting) around \$300,000 total for all three sons. There are no other large sums expected, so the remaining balance and the proposed immediate expenditure of \$75,000+ of those funds is a substantial percentage and appears excessive.

Alan B. Rose, Esq.
arose@Mrachek-Law.com
561.355.6991



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From: Inger Garcia [mailto:attorney@floridapotlawfirm.com]

Sent: Monday, June 06, 2022 10:45 AM

To: Alan Rose; attorney@ingergarcia.com; ServiceIMGLAW@yahoo.com

Subject: Re: Bernstein - Alan, Request to Stipulate to Agreed Order: Re: Emergency Motion to Distribute Funds from Court Registry 6-6-22

Dear Mr. Rose:

I represent Joshua, Jacob and Daniel Bernstein individually in the Chapter 11 case, and am about to formally enter the Shirley Bernstein Trust case 50-2014-CP-003698-XXXX-NB with Judge Keever-Agrama, that you apparently appeared at on March 31, 2022, a few weeks before a Scheduled Foreclosure Sale of real property owned by Bernstein Family Realty, LLC. My clients have asked the following questions and have provided a use of proceeds - let me know if you agree so I can file the motion to that court and set a umc hearing. I thought you stated you were a trustee of sorts in court the other day.

On behalf of my three clients, I am therefore requesting your cooperation and agreement to a Stipulated Agreed Order to present in the Registry case for the immediate release of Registry funds. If you are not willing to Agree to release the entire amount in the Registry, we are requesting that you agree to the specified amounts below and that such agreement is for release at the earliest UMC hearing available on Judge Keever-Agrama's calendar.

I now understand that you do not control the Release of funds, but unlike your appearance on March 31st, 2022 when the brothers were seeking Release of Funds so their State Court Attorney could properly negotiate a resolution with Patricia Sahm and/or what we now know should be the Estate of Walter Sahm, instead of opposing the release of these funds, an Agreed Order is requested.

As you are aware from the Bankruptcy filings, it is the position of my clients that it was a necessity to file in Bankruptcy to protect the Assets and company BFR when my clients were even denied the Registry funds to Settle with proper Sahm creditors, in part based on your opposition to the Release on March 31, 2022 even though under the BFR Operating Agreement, the brothers as Members are not individually liable for the debts of BFR, LLC. The brothers were willing to use their Registry Funds to save the Asset and Company and remain willing to do so and now need Bankruptcy Counsel and other expenses paid in Bankruptcy.

I understand that Ginger Stanger has prepared a line by line accounting which you requested and this will be shared in a formal filing tomorrow as an Emergency unless we have an Agreed Order as an Emergency.

Here are the Designated amounts requested:

1. David Marshall Brown, Chapter 11 BFR Attorney Retainer \$37,000.00 (\$35,000.00 fees and \$2,000.00 cost retainer); per Written Retainer by David
2. Estimated Insurance Cost for Homeowners quote via Kin Insurance Quote - \$5216
3. Inger Garcia Attorney fees and Costs = \$20k
4. Leslie Ferderigos, State Attorney Cost = \$3,035
5. Fees to Sunbiz Fla Secretary of State for Reinstatement of BFR, LLC = \$952
6. Registered Agent for Reinstatement of BFR LLC = \$100
7. Bankruptcy Filing Reimbursement = \$1,738.00 and send filing fee if needed.
8. Home Inspection – \$175.00
9. Josh, Jake Danny - \$15,000.00.
10. Maciag Law, LLC - \$15,000.00 Chapter 11 Advisor - Corporate Reorganization and Turnaround speciality

In the event we can not reach a stipulation to an Agreed Order by end of day, an Emergency Motion will be filed tomorrow and I will need the following as I understand my clients have never received a copy of the following and in fact it is possible none of these documents were filed with the Court: It is my understanding that the source of the Court Registry funds is solely from the \$1.8 Million that was released to yourself and Ted Bernstein and part to Brian O'Connell from the Chicago Insurance case of Simon Bernstein in the Northern District of Illinois:

A. Copy of the Written Trust Agreement that Ginger Stanger was Appointed under and you and the Court referenced on March 31, 2022 as having various Terms and conditions which are unknown to my clients:

B. Copy of the written Trust Agreements my clients were initially sued under in the Shirley Bernstein case;

C. Additionally, please designate and disclose what Financial Institution the nearly \$780K is being held at for the Benefit of my Clients which represents their share of the Shirley Bernstein Condo Sale at \$1.6 million (\$160K each thus \$480 K for my clients from Condo Sale) and their share of the Lions Head Lane home sale of Simon Bernstein at \$1 million thus \$100K for each brother based on the 10 Grandchildren formula being \$300K total (3 of 10 grandchildren) thus \$480K plus \$300K = \$780K and Disclose who is holding these funds, not just where the funds are held.

I look forward to working with you to resolve these matters amicably. Thank you for your prompt professional courtesy and response.

I remain,

Inger M. Garcia, Esq. for

Florida Litigation Group, P.A.

Florida Pot Law Firm, P.A.

Mailing Address: 4839 Volunteer Road, #514

Davie, FL 33330

Direct Line: (954) 394-7461

INGER GARCIA

☐ (954) 451-2426
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☐ 4839 Volunteer Road, #514 Davie, FL 33330
☐

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From: Alan Rose <ARose@mrachek-law.com>
Sent: Thursday, June 2, 2022 12:46 PM
To: Inger Garcia <attorney@floridapotlawfirm.com>; attorney@ingergarcia.com
<attorney@ingergarcia.com>
Subject: RE: Bernstein

There have been multiple requests by various lawyers to remove all of the trust funds from the court registry, and the supervision of the probate judge, all of which were denied.

I do not agree, but I am willing to discuss matters with you, as I did with numerous prior lawyers.

From: Inger Garcia [mailto:attorney@floridapotlawfirm.com]
Sent: Thursday, June 02, 2022 12:24 PM
To: Alan Rose; attorney@ingergarcia.com
Subject: Re: Bernstein

Thank you, Alan. Do you agree that I can file a motion to release the 300k without objection so I can fund the plan and attempt to resolve the foreclosure?

Can we set up a call for Friday?

I remain,

Inger M. Garcia, Esq. for

Florida Litigation Group, P.A.

Florida Pot Law Firm, P.A.

Mailing Address: 4839 Volunteer Road, #514

Davie, FL 33330

Direct Line: (954) 394-7461

INGER GARCIA

(954) 451-2426

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4839 Volunteer Road, #514 Davle, FL 3333

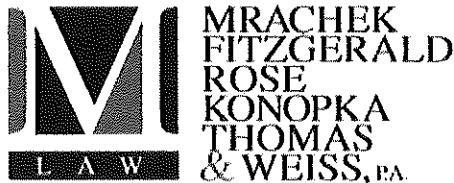
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From: Alan Rose <ARose@mrachek-law.com>
Sent: Thursday, June 2, 2022 10:26 AM
To: attorney@ingergarcia.com <attorney@ingergarcia.com>
Subject: Bernstein

If you wish to discuss your clients issues with me, please feel free to call.

I assume the prior lawyers, including Ms. Ferderigos, are out of the picture

Alan B. Rose, Esq.
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

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EXHIBIT
ATTORNEY SHRAIBERG

Settlement
offer

Eliot

Tuesday, July 19, 2022 at 12:04:55 Eastern Daylight Time

Subject: FW: BERNSTEIND OFFER OF SETTLEMENT CONFIDENTIAL

Date: Tuesday, July 19, 2022 at 12:03:12 PM Eastern Daylight Time

From: Eliot <lvlewit@lviewit.tv>

BCC: Eliot <lvlewit@lviewit.tv>

From: "Inger Michelle Garcia, Esq." <serviceimglaw@yahoo.com>

Date: Friday, June 24, 2022 at 4:25 PM

To: Guardian Alert <lviewit@lviewit.tv>

Subject: Fw: BERNSTEIND OFFER OF SETTLEMENT CONFIDENTIAL

----- Forwarded Message -----

From: Inger Garcia, Esq. <serviceimglaw@yahoo.com>

To: Brad S. Shraiberg <bss@slp.law>; Inger Garcia <attorney@floridapotlawfirm.com>; Inger Garcia <serviceimglaw@yahoo.com>

Subject: BERNSTEIN OFFER OF SETTLEMENT CONFIDENTIAL

Brad:

Please find my clients' offer in their words. I am working over the weekend if you would like to discuss. Thank you.

SHRAIBERG - PAT SAHM - ESTATE OF WALTER SAHM

We Offer these parties the following on a Limited Time basis. Joshua, Jacob, Daniel, BFR, LLC and Eliot and Candice Bernstein all agree to this Offer to Settle the Sahm part of the case under the Terms that we tried to previously Settle with Walter Sahm while alive until Robert Sweetapple and Rose started colluding in the Foreclosure case:

1. Pat Sahm, the Estate of Walter Sahm and Counsel Shraiberg agree to Settle and Satisfy in Full the Foreclosure Judgment as against BFR, Joshua, Jacob, Daniel, Candice and Eliot Bernstein for the Sum of \$110,000.00, the Note Amount plus \$20,000.00 in Interest-Fees etc for \$130,000.00 for Full Release and Satisfaction of the Judgment and Satisfaction of the Mortgage and Note to include all proper Recording Documents to make Title to the Property Free and Clear from the 1st Mortgage and any Claims under an alleged Judgment of Foreclosure;
2. As part of this Settlement, Pat Sahm, Estate of Walt Sahm and Shraiberg will Seek any Additional sums claimed to be Owed under a Judgment from Ted Bernstein, Alan Rose, the Mrachek law firm, Counsel Sweetapple and the Sweetapple firm and any other parties like Tescher, Spallina etc and will further Indemnify and Hold Harmless BFR, LLC, Joshua, Jacob, Daniel, Candice and Eliot Bernstein from any amount above the \$130,000.00 and litigation relating to the Foreclosure and Bankruptcy.
3. Pat Sahm, the Estate of Walter Sahm and Counsel Shraiberg further agree to Cooperate in Good Faith to whatever extent applicable and reasonable with Joshua, Jacob and Daniel Bernstein in all matters against Ted Bernstein, Alan Rose, the Mrachek law firm etc including seeking the Release in Full of ALL Registry funds held by the 15th Judicial and further cooperate in good faith to whatever extent reasonable with Joshua, Jacob and Daniel Bernstein and together with Candice and Eliot Bernstein and BFR to advance claims by them against Ted Bernstein, Alan Rose, Mrachek law firm, Robert Sweetapple and his law firm.
4. In return Joshua, Jacob and Daniel Bernstein and together with Candice and Eliot Bernstein and

BFR will agree to Release and Forever Settle with Pat Sahm, Estate of Walter Sahm and Shraiberg arising out of the Foreclosure litigation and Bankruptcy by BFR.

5. it is understood that Counsel Shraiberg will timely provide proof of Letters Testamentary issued to Joanna Sahm for the Estate of Walter Sahm.

I look forward to a successful resolve.

I remain,

Inger M. Garcia, Esq. for
Florida Litigation Group, P.A.
Florida Pot Law Firm, P.A.
Mailing Address: 4839 Volunteer Road, #514, Davie, FL 33330
Direct Line: (954) 394-7461
Office: (954) 451-2426

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EXHIBIT

ELIOT AND CANDICE BERNSTEIN ADVANCED INHERITANCE AGREEMENT

LAW OFFICES OF
JOHN A. HERRERA, M.ACC., J.D., LL.M., CPA
BOARD CERTIFIED TAX ATTORNEY
2501 SOUTH OCEAN BOULEVARD, SUITE 107
BOCA RATON, FLORIDA 33432

LICENSED TO
PRACTICE LAW IN
FLORIDA, CALIFORNIA
& COLORADO

VOICE: (561) 392-4626
FAX: (561) 392-9889
WATS: (888) 446-3856
E: jherrera@ix.netcom.com

BY FACSIMILE: (530) 529-4110

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. You parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.
2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be \$100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions by me.
3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or initiate litigation with anyone in your family at any time. However, you may counter claim if you are sued by them.

Additional Offices in West Palm Beach & Boca Raton

Eliot Bernstein
August 15, 2007
Page 2

Your parents also want to have the opportunity to visit with their grandchildren at least four times a year. Your parents will either come to California or gladly pay all transportation costs for your children to come to another destination. You and Candice are more than welcome to join your children for these family visits.

My purpose in writing to you is to confirm in advance that your parents' plan is acceptable to you and to make sure that you understand that the payment of your health insurance premiums and other distributions will reduce any amounts that you may receive later. If you find these terms acceptable, please sign and date below and return one copy of this letter to me in the enclosed self addressed envelope.

I look forward to hearing from you. Please call me if you have any questions.

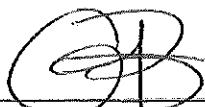
Sincerely,


JOHN A. HERRERA

I, Eliot Bernstein, understand the above terms and conditions of my parents' proposed gift plan and find them acceptable. While I understand that it is my parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason. If I die, I ask that any future gifts be paid to my wife Candice Bernstein rather than to the executor or administrator of my estate.


ELIOT BERNSTEIN
August 15, 2007

I, Candice Bernstein, understand the above terms and conditions of my husband's parents' proposed gift plan and find them acceptable. While I understand that it is my husband's parents' present intention to continue this plan indefinitely, I also understand that they may at any time discontinue or alter this plan for any reason.


CANDICE BERNSTEIN
August __, 2007

LAW OFFICES OF
JOHN A. HERRERA, M.ACC., J.D., LL.M., CPA
BOARD CERTIFIED TAX ATTORNEY
2501 SOUTH OCEAN BOULEVARD, SUITE 107
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FAX: (561) 392-9889
WATS: (888) 446-3666
E: jherrera@ix.netcom.com

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

August 15, 2007

Eliot Bernstein
39 Little Avenue
Red Bluff, CA 96080-3519

Re: Advancement of Inheritance
Our file number 1522-2.0

Dear Mr. Bernstein:

I have been retained by your parents to assist them in their estate planning. You parents have asked me to contact you regarding a possible plan to advance you a portion of the inheritance that you may ultimately receive upon their deaths.

The plan would work as follows:

1. Your parents would each month pay the health insurance premiums for you, your wife Candice and your three children.
2. In addition, your parents want to make gifts to provide your family with a monthly cash flow. The annual amount of these gifts would be \$100,000 per year less the amount that they pay in health insurance premiums for your family. This amount would be distributed evenly over the year in monthly distributions by me.
3. The health insurance premiums and the monthly payments will reduce dollar-for-dollar the amount that you will ultimately inherit when your parents die.

While your parents may decide to alter or discontinue this plan at any time, they wanted me to make sure that you understand that they will discontinue making the above health insurance premiums and the monthly payments if you harass or threaten to sue or litigate with anyone in your family at any time.

Your parents also want to have the opportunity to visit with their grandchildren at least

Additional Offices in West Palm Beach & Boca Raton

EXHIBIT

AMENDED

URGENT PETITION OF JOSHUA BERNSTEIN, JACOB BERNSTEIN,
DANIEL BERNSTEIN ON CONSENT OF TRUSTEE GINGER STANGER

Filing # 146390480 E-Filed 03/24/2022 05:19:02 PM

TO WITHDRAW AND TRANSFER ALL FUNDS IN COURT REGISTRY
TO CURRENT TRUSTEE GINGER STANGER

Filing # 146390480 E-Filed 03/24/2022 05:19:02 PM

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

No.: 502014CP003698XXXXNB

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

Plaintiff,

v.

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

Defendants.

_____ /

AMENDED

**URGENT PETITION OF JOSHUA BERNSTEIN, JACOB BERNSTEIN,
DANIEL BERNSTEIN ON CONSENT OF TRUSTEE GINGER STANGER**

**TO WITHDRAW AND TRANSFER ALL FUNDS IN COURT REGISTRY
TO CURRENT TRUSTEE GINGER STANGER**

COMES NOW, Petitioners, Joshua, Jacob and Daniel Bernstein, by and through the undersigned counsel, Leslie Ann Ferderigos, Esq. who respectfully show and Petition this Court as follows:

1. I represent the Petitioners, Joshua, Jacob and Daniel Bernstein as counsel of record in this and other cases in the 15th Judicial involving their rights of inheritance and as Trust beneficiaries under the Trusts and Estates of their grandparents, now deceased Simon and Shirley Bernstein.
2. This is an Amended Petition being Amended after a direct phone call with attorney Alan Rose representing Ted Bernstein had on Friday, March 18, 2022 as part of Local Rule compliance to confer with opposing Counsel in good faith in an effort to resolve matters where able.
3. Counsel Rose did not object to the Scheduling of this matter for a UMC Hearing and did affirmatively provide general availability for such Hearing.
4. Counsel Rose did not articulate a specific basis for Standing to even Object to this Petition but did state generally it was for the Court to decide although he did raise a general ground of concern on behalf of Ted Bernstein due to his view of the prior history of litigation.

5. Counsel Rose did suggest a general Accounting by Trustee Ginger Stanger is proper to file but again suggested a general accounting would be appropriate.
6. The prior Petition is now Amended to include these matters and provide a general accounting by Trustee Ginger Stanger and to further clarify that Joshua, Jacob and Daniel Bernstein have all reviewed such Accounting, have no objections to such Accounting, and further assert that all such expenditures were proper and for their best interests. See attached.
7. Upon further conferring with my clients and the current Trustee Ginger Stanger the Petition is further Amended to reflect that current Trustee Ginger Stanger who remains ready, willing and able to serve shall continue as Trustee and that all such Registry Funds shall be Withdrawn to her as . Trustee and that my clients fully consent to such action and that both Trustee Ginger Stanger and my clients each understand the pending foreclosure litigation and the need to preserve and have funds available if needed to protect the home at 2753 NW 34th Street, Boca Raton, Fl 33434.
8. Counsel Rose did open discussions for settlement of that case and other settlements and such discussions remain open to settle amongst the parties and my clients and Trustee Ginger Stanger are fully aware of these matters.

9. Upon information and belief, Joshua, Jacob and Daniel Bernstein are all over the age of majority being 18 years of age or older and all are able to make informed Consent decisions about their affairs.
10. Upon information and belief, there remains approximately \$300,000.00 or more in Funds being held by the Court Registry for the Benefit of the Petitioners, Joshua, Jacob and Daniel Bernstein.
11. At the time of the Feb. 16, 2021 Order of this Court, the Court approved the appointment of the maternal grandmother Ginger Stanger as Trustee on behalf of Joshua, Jacob and Danny Bernstein on an interim, annual basis and further approved partial Distributions of funds from the Registry at that time.
12. On June 2, 2021 I filed a Notice of Appearance on behalf of JOSHUA ENNIO ZANDER BERNSTEIN, JACOB NOAH ARCHIE BERNSTEIN, AND DANIEL ELIJSHA ABE OTTOMO BERNSTEIN in both this Case Number 502014CP003698XXXXNB and also in CASE NUMBER: 50-2018-CA-002317-XXXX-MB, CASE STYLE: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC under Document No. 82 in a case involving an alleged action in Foreclosure by one Walter Sahm against Bernstein Family Realty, LLC and other interests naming my clients herein.

13. I remain as their Counsel of record today and recently filed a Notice of Appeal on their behalf to the 4th District Court of Appeals in the case involving an alleged foreclosure by Walter and Patricia Sahm.
14. The foreclosure case 50-2018-CA-002317-XXXX-MB seeks to impact rights including but not limited to rights of both equity and possession and living circumstances of the Petitioners where a Judgment and money damages in excess of \$300,000.00 is sought by Plaintiffs and thus as counsel I can attest that the Petitioners would benefit in both negotiations and litigation strategy by having access to their funds presently being held in the Registry.
15. The Petitioners have been informed of these proceedings and have provided their consent to the Transfer of all such Registry funds held on their behalf to accounts already established by Ginger Stanger under a prior Order of this Court transferring all such funds on their behalf for their benefit.
16. The prior Order of this Court made it clear that Trustee Ginger Stanger could apply to the Court for further Distributions from the Registry as appropriate for the benefit of my clients.
17. Upon information and belief, current Trustee Ginger Stanger is ready, willing and able to continue as Trustee and is willing to continue to serve and my clients consent to Ginger Stanger continuing to serve as Trustee.

18. The prior Order of this Court authorized an additional request for disbursement of funds within one year and this request is made within such one year period and made for the benefit of the Petitioners.
19. By the consent expressed by the signatures and Declarations below, both the Petitioners and Ginger Stanger consent and seek the immediate transfer of all such funds to accounts already established by Ginger Stanger for Joshua, Jacob and Danny Bernstein and that Ginger Stanger shall continue as Trustee and shall assume management and control over such funds for the benefit and best interests of Joshua, Jacob and Daniel Bernstein.

**CONSENT TO THE WITHDRAWAL OF ALL REGISTRY FUNDS HELD
FOR JOSHUA, JACOB AND DANIEL BERNSTEIN TO CURRENT
TRUSTEE GINGER STANGER FOR THEIR BENEFIT**

Per the Court Order dated February 16, 2021, the beneficiaries of the trusts defined in the Order, Joshua, Jacob & Daniel Bernstein, have chosen Ginger Stanger to continue to serve as Trustee.

No other parties have legal interest or standing in these trusts.

Petitioners are seeking to have the Court approve this transfer of all the monies held in the Court Registry to Trustee Ginger Stanger as soon as possible in order that negotiations can be had to settle the Foreclosure with the Plaintiff in that action if necessary. Also, the monies will be put into interest-bearing accounts

already established whereas currently no interest is being paid by the Court Registry for several years, further causing losses to the children.

WHEREFORE, it is respectfully prayed for an Order directing the immediate release and transfer of all Registry funds and monies held for Joshua, Jacob and Daniel Bernstein to Trustee Ginger Stanger and for such other and further relief as may be just and proper.

DECLARATION OF JOSHUA BERNSTEIN

Under penalties of perjury, I declare that I have read the foregoing Petition for Release and Withdrawal of all Registry funds to Trustee Ginger Stanger and that the facts stated in it are true to the best of my own knowledge and further consent to such Petition being granted and for such other and further relief as may be just and proper,

Dated : MARCH 22, 2022

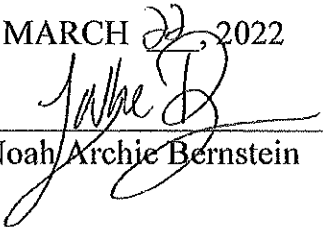


Joshua Ennio Zander Bernstein

DECLARATION OF JACOB BERNSTEIN

Under penalties of perjury, I declare that I have read the foregoing Petition for Release and Withdrawal of all Registry funds to Trustee Ginger Stanger and that the facts stated in it are true to the best of my own knowledge and further consent to such Petition being granted and for such other and further relief as may be just and proper,

Dated : MARCH 22, 2022




Jacob Noah Archie Bernstein

DECLARATION OF DANIEL BERNSTEIN

Under penalties of perjury, I declare that I have read the foregoing Petition for Release and Withdrawal of all Registry funds to Trustee Ginger Stanger and that the facts stated in it are true to the best of my own knowledge and further consent to such Petition being granted and for such other and further relief as may be just and proper,

Dated : MARCH 22, 2022




Daniel Elishja Abe Ottomo Bernstein

DECLARATION OF TRUSTEE GINGER STANGER

Under penalties of perjury, I declare that I have read the foregoing Petition for Release and Withdrawal of all Registry funds to Trustee Ginger Stanger and that the facts stated in it are true to the best of my own knowledge and further consent to such Petition being granted and accept continuing as Trustee herein and for such other and further relief as may be just and proper,

Dated : MARCH 22, 2022



Ginger Stanger

WHEREFORE, it is respectfully prayed for an Order directing the immediate release and transfer of all Registry funds and monies held for Joshua, Jacob and Daniel Bernstein to Trustee Ginger Stanger and for such other and further relief as may be just and proper.

Dated: 3-22-2022

/s/Leslie Ferderigos
Leslie Ferderigos, Esq.
Leslie Ann Law, PA
Bar No.:0127526
941 N. Orange Ave
Winter Park, FL 32789
(t) 407-969-6116
leslie@fightingfirm.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all parties requiring service were served electronically via the Florida ECourt filing portal on this 22nd day of March, 2022.

Dated: 3-22-2022

/s/Leslie Ferderigos
Leslie Ferderigos, Esq.
Leslie Ann Law, PA
Bar No.:0127526
941 N. Orange Ave
Winter Park, FL 32789
(t) 407-969-6116
leslie@fightingfirm.com

EXHIBIT - CASE NO. 502014CP003698XXXXNB

GENERAL ACCOUNTING

TRUSTEE GINGER STANGER

FUNDS FOR THE BENEFIT OF JOSHUA, JACOB, AND DANIEL
BERNSTEIN - General Accounting for the period Feb. 2021 to March 2022.

PALM BEACH COUNTY 15TH JUDICIAL CASE NUMBER
502014CP003698XXXXNB

Funds at Commencement = \$75,000.00 (\$25,000.00 @ 3 Individual Accounts)

Present Funds Remaining = \$11,354.47 ** Note ** Cumulative Total of all 3
accounts.

Total Funds Spent = \$63,645.53 ** Note ** Cumulative Total of all 3 accounts.

General Categories of Expenditures and Cumulative Totals:

School Total = \$13,245.03

Bills Total = \$26,519.16

Taxes Total = \$18,890.34

Miscellaneous Total - \$4,991.00 (Note - \$4,100.00 Heater Replacement)

Dated: March 22, 2022



Ginger Stanger, Trustee

EXHIBIT

LESLIE FERDERIGOS, ESQ. EMAIL TO ROBERT SWEETAPPLE RE NO CONSENT GIVEN FOR FINAL
JUDGMENT OPPOSITE OF FALSE STATEMENT TO KASTRENAKES COURT

EXHIBIT

From: "Leslie Ferderigos, Esquire" <leslie@fightingfirm.com>
Date: Tuesday, April 19, 2022 at 8:15 AM
To: "pleadings@sweetapplelaw.com" <pleadings@sweetapplelaw.com>
Subject: Case No. 502018CA002317

Eliot

Tuesday, July 19, 2022 at 15:19:50 Eastern Daylight Time

Subject: Case No. 502018CA002317
Date: Tuesday, April 19, 2022 at 8:15:23 AM Eastern Daylight Time
From: Leslie Ferderigos <leslie@fightingfirm.com>
To: pleadings@sweetapplelaw.com <pleadings@sweetapplelaw.com>
Attachments: Outlook-uvlcpdme.jpg

Hello Mr. Sweetapple,

In regards to the above referenced case and your action of moving this home into foreclosure sale needs to be addressed immediately.

First, I found it highly unprofessional in your lack of acknowledging or addressing me during our first encounter at the courthouse. You clearly walked over and started to negotiate with Eliot Bernstein, while I was the attorney of record representing his children and despite being informed of this, you continued to speak with him, while your back was turned to me.

Second, you submitted the Final Judgment of Foreclosure to the Court, never having reached out to me in any capacity, as evidenced in my phone records & emails records

Third, you made misrepresentations to the Court, knowing you never reached out to me in any capacity, that the Judgment you submitted was a consented Judgment.

Because of your actions, we had to file for rehearing and file a Notice of Appeal. You are aware of both filings. You are aware this Judgment is being contested for your misrepresentations to the Court. Yet, you take action to move the sale of the home.

I am requesting you to immediately stop the sale of the home tomorrow, as this will only complicate issues with any potential buyer.

Additionally, I am requesting for you to call my office at 855-383-8808 and have a discussion on the above mentioned issues in an effort to resolve these issues immediately prior to seeking further direction from the proper authorities regulating this type of conduct.

Best Wishes,
Leslie Ferderigos, Esq
Attorney
Fighting Firm, PA
941 N Orange Ave
Winter Park, FL 32789
855-383-8808

§FightingFirm
Fighting For You Like Family

EXHIBIT

PLAINTIFFS' MOTION FOR ENTRY OF CLERK'S DEFAULT AGAINST
DEFENDANT, BERNSTEIN FAMILY REALTY, LLC

Filing # 108397660 E-Filed 06/04/2020 02:24:50 PM

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

CASE NO.: 50-2018-CA-002317-XXXX-MB

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC,
BRIAN O'CONNELL, AS SUCCESSOR
PERSONAL REPRESENTATIVE OF
THE ESTATE OF SIMON L. BERNSTEIN;
ALEXANDRA BERNSTEIN, ERIC BERNSTEIN,
MICHAEL BERNSTEIN, MOLLY SIMON,
PAMELA B. SIMON, JILL IANTONI,
MAX FRIEDSTEIN, LISA FRIEDSTEIN,
INDIVIDUALLY AND TRUSTEES OF
THE SIMON L. BERNSTEIN REVOCABLE
TRUST AGREEMENT DATED MAY 20, 2008,
AS AMENDED AND RESTATED;
ELIOT BERNSTEIN, AND CANDICE
BERNSTEIN, INDIVIDUALLY AND AS
NATURAL GUARDIANS OF MINOR
CHILDREN JO., JA. AND D. BERNSTEIN;
AND ALL UNKNOWN TENANTS.

Defendants.

**PLAINTIFFS' MOTION FOR ENTRY OF CLERK'S DEFAULT AGAINST
DEFENDANT, BERNSTEIN FAMILY REALTY, LLC**

Plaintiffs, WALTER E. SAHM and PATRICIA SAHM, by and through their undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.500(a), hereby move for the entry of a Clerk's Default against Defendant, BERNSTEIN FAMILY REALTY, LLC, and as grounds in support thereof, state:

LAW OFFICES OF SWEETAPPLE, BROEKER & VARKAS, P.L.
4800 N. FEDERAL HIGHWAY, SUITE D306, BOCA RATON, FLORIDA 33431

Walter E. Sahm and Patricia Sahm v. Bernstein Family Realty, LLC, et al.
Case No.: 50-2018-CA-002317-XXXX-MB
Motion for Entry of Clerk's Default

1. On September 18, 2018, Plaintiff filed their Second Amended Complaint for Foreclosure.

2. The Summons and Complaint were served upon Defendant, Bernstein Family Realty, LLC on September 20, 2018. (See Exhibit 1).

3. Florida Rule of Civil Procedure 1.500 governs the entry of defaults. Subsection (b) of this Rule states that:

(a) **By the Clerk.** When a party against whom affirmative relief is sought has failed to file or serve any document in the action, the party seeking relief may have the clerk enter a default against the party failing to serve or file such document.

4. To date, Defendant has failed to file a response to the Second Amended Complaint.

5. Accordingly, Plaintiffs' request entry of a Clerk's Default due to Bernstein Family Realty's failure to file or serve any paper in the within action.

WHEREFORE, Plaintiffs, WALTER E. SAHM and PATRICIA SAHM, respectfully request that this Court enter a Clerk's Default against Defendant, BERNSTEIN FAMILY REALTY, LLC.

Respectfully submitted,

SWEETAPPLE, BROEKER & VARKAS, PL
4800 N Federal Hwy, Suite D306
Boca Raton, Florida 33431
Telephone: (561) 392-1230
E-Mail: pleadings@sweetapplelaw.com

By: /S/ Robert A. Sweetapple
ROBERT A. SWEETAPPLE
Florida Bar No. 0296988
BERKLEY SWEETAPPLE
Florida Bar No. 112756

Walter E. Sahn and Patricia Sahn v. Bernstein Family Realty, LLC. et al.
Case No.: 50-2018-CA-002317-XXXX-MB
Motion for Entry of Clerk's Default

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the E-Filing Portal this 4th day of June, 2020 to: Eliot Ivan Bernstein, 2753 NW 34th St., Boca Raton, FL 33434, (iviewit@iviewit.tv); Brian O'Connell, Esq., and Ashley Crispin Ackal, Esq., O'Connell & Crispin, PLLC, 420 Royal Palm Way, Palm Beach, FL 33480 (boconnell@ocalawyers.com; acrispinackal@ocalawyers.com); Cary P. Sabol, Esq., Law Offices of Cary P. Sabol, P.O. Box 15981, West Palm Beach, Florida 33416 CSabol@sabollaw.com; Alan B. Rose, Esq., Mrachek-law, Fitzgerald & Rose, P; and Arose@Mrachek-law.com.

By: /S/ Robert A. Sweetapple
ROBERT A. SWEETAPPLE
Florida Bar No. 0296988

Filing # 78069736 E-Filed 09/18/2018 03:15:07 PM

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

CASE NO.: 50-2018-CA-002317

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC and
ALL UNKNOWN TENANTS.

Defendant

SUMMONS

**TO DEFENDANT: BERNSTEIN FAMILY REALTY LLC
C/o DONALD R. TESCHER
925 S. FEDERAL HIGHWAY
SUITE 500
BOCA RATON, FL 33432**

IMPORTANTE/IMPORTANT
En Español Al Dorso/Français Au Verso
IMPORTANT

A lawsuit has been filed against you. You have twenty (20) calendar days after this Summons is served on you to file a written response to the attached 2nd Amended Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court, located at: Palm Beach County Courthouse, Clerk of Courts, 205 North Dixie Highway, West Palm Beach, FL 33401, you must also mail or take a carbon copy or photocopy of your written response to the Plaintiff's Attorney named below:

EXHIBIT 1

WALTER E. SAHM AND PATRICIA SAHM v BERNSTEIN FAMILY REALTY LLC AND ALL UNKNOWN TENANTS
CASE NO. 50-2018-CA-002317; PALM BEACH COUNTY

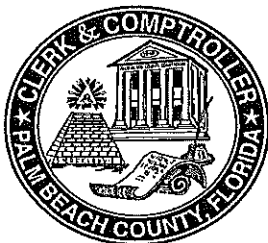
Plaintiffs Attorney: Robert Sweetapple, Esquire
SWEETAPPLE, BROEKER & VARKAS, PL
4800 N. Federeal Highway, Suite B105
Boca Raton, Florida 33431
Telephone: (561) 392-1230

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of
the Complaint in this lawsuit on the above named Defendant.

Sep 20 2018
DATED on September 18, 2018.

(COURT SEAL)



SHARON R. BOCK,
As Clerk of the Court

By: 
As Deputy Clerk **JOSIE LUCCE**

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nobres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y prodria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros reguisitors legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifa a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse exrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieu du tribunal. Il ya d'autres obligations juridiques et vous pouvez requerir les service un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une repones ecrite, il vous faudra egalment en meme temps que cette formalits, faire parvenir ou expedier une copie de votre reponse ecrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

Filing # 78296404 E-Filed 09/24/2018 10:40:54 AM

RETURN OF SERVICE

State of Florida

County of Palm Beach

15th Circuit Court

Case Number: 602018CA002317

Plaintiff:

WALTER E. SAHM and PATRICIA SAHM

vs.

Defendant:

BERNSTEIN FAMILY REALTY, LLC and ALL UNKNOWN TENANTS

For:

Robert A. Sweetapple
Sweetapple, Broker & Varkas, PL
20 SE 3rd Street
Boca Raton, FL 33432



ROC2018019893

Received by Rock Legal Services & Investigations Inc on the 20th day of September, 2018 at 9:13 am to be served on Bernstein Family Realty LLC c/o Donald R. Tescher, 926 S. Federal Highway, Suite 500, Boca Raton, FL 33432.

I, Michael Gonedes, do hereby affirm that on the 20th day of September, 2018 at 4:34 pm, I:

Served the within named LLC by delivering a true copy of the Summons and Second Amended Complaint for Foreclosure with the date and hour of service endorsed thereon by me, to: Donald R. Tescher as Registered Agent of Bernstein Family Realty LLC at the address of 926 S. Federal Highway, Suite 500, Boca Raton, FL 33432, and informed said person of the contents therein, in compliance with Federal Rules of Civil Procedure, Florida Statute 48.062 or other state statute as applicable.

Description of Person Served: Age: 65, Sex: M, Race/Skin Color: White, Height: 5'9", Weight: 175, Hair: Black, Glasses: Y

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the county in which service was effected in accordance with State Statutes.


Michael Gonedes
Process Server 1980

Rock Legal Services & Investigations Inc
2048 Ponce De Leon Avenue
West Palm Beach, FL 33407
(561) 296-7574

Our Job Serial Number: ROC-2018019893
Re: Sahn v. BERNSTEIN FAMILY REALTY, LLC and

EXHIBIT

BFR LEGACY BANK INFORMATION






BERNSTEIN FAMILY INVESTMENT LLLP ACCT. W32635000
For the Period 9/1/11 to 9/30/11

Settle Date	Type Selection Method	Description	Quantity Cost	Amount
Foreign Exchange - Inflows				
9/7	Spot FX	REPATRIATION OF FOREIGN INTEREST BUY USD SELL GBP EXCHANGE RATE 1.561371000 DEAL 09/07/11 VALUE 09/07/11 (ID: 0GBPPR-CV-1)	(300,000) (468.41)	468.41

Settle Date	Type Selection Method	Description	Quantity Cost	Amount
Withdrawals				
9/2	Misc Disbursement	TRANSFERRED BY WIRE TO LEGACY BANK OF FLORIDA FAO BERNSTEIN FAMILY REALTY LLC AS REQUESTED		(6,000.00)
9/6	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 AS REQUESTED		(6,619.22)
9/12	Misc Disbursement	TRANSFERRED BY WIRE TO WACHOVIA BANK FAO SIMON BERNSTEIN AS REQUESTED		(24,000.00)
9/14	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 PHONE INSTRUCTIONS FROM CLIENT		(70,000.00)
9/19	Misc Disbursement	FUNDS TRANSFERRED FROM PRN A/C# W32635000 TO DDA A/C# 0000000000849197231 AS REQUESTED		(8,085.64)
9/22	Misc Disbursement	TRANSFERRED BY WIRE TO WACHOVIA BANK NA OF FLORIDA FAO ARBITRAGE INTERNATIONAL MANAGEM AS REQUESTED		(25,000.00)
Total Withdrawals				(\$139,704.86)

J.P.Morgan

Page 20 of 24

BERNSTEIN FAMILY REALTY LLC 950 PENINSULA CORPORATE CIRCLE SUITE 3010 BOCA RATON, FL 33487		520 63-1599/670
		<u>8/8/08</u> Date
Pay to the Order of	<u>Sharon R. Back Clerk/Controller</u>	<u>\$ 1,296.60</u>
<u>One thousand two hundred ninety six dollars and 60/100</u>		Dollars 
 LEGACY BANK <small>OF FLORIDA</small> 2200 GLADES ROAD • SUITE 140W • BOCA RATON, FL 33431		
For	<u>Lawyers</u>	MP
⑆067015999⑆ 0010002657⑈ 0520		

Noted Date OUTDOOR SAFETY® BLUE

TS003825

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
 FBO DANIEL BERNSTEIN
 OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
 Acct Number: 21 00 0918 0 03

Transaction Description	Posting Date	Payment
REAL ESTATE EXPENSES		
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 OF REAL ESTATE TAXES	12/03/2012	-1,803.60
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012	-500.00
TOTAL REAL ESTATE EXPENSES		-2,303.60
DISBURSEMENTS FBO DANIEL		
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012	-8,221.50
ST ANDREW'S SCHOOL - CLASS MUSIC TRIP	03/08/2013	-275.00
22 LACROSSE - SUMMER LACROSSE PROGRAM	05/22/2013	-722.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	06/14/2013	-92.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013	-2,137.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013	-3,432.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013	-1,716.00
TOTAL DISBURSEMENTS FBO DANIEL		-16,595.50
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES		
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012	-2,000.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/29/2012	-250.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012	1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES SEPT OCT NOV	12/06/2012	-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012	-1,000.00
CANDICE BERNSTEIN - VOLVO REPAIRS	12/21/2012	-2,155.77
BERNSTEIN FAMILY REALTY CUSTODY ACCT	12/27/2012	-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013	-98.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	01/30/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	01/31/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	02/27/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	03/11/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	04/04/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	05/03/2013	-2,000.00

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
 FBO DANIEL BERNSTEIN
 OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
 Acct Number: 21 00 0918 0 03

Transaction Description	Posting Date	Payment
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES		
cont.		
BERNSTEIN FAMILY REALTY CUSTODY ACCT	05/17/2013	-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	06/04/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	06/28/2013	-5,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	07/15/2013	-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	08/06/2013	-1,000.00
CANDICE BERNSTEIN - LIVING EXPENSES FOR DANIEL	09/10/2013	-1,800.00
BERNSTEIN FAMILY REALTY CUSTODY ACCT	09/18/2013	-10,655.43
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES		-56,959.20

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
 FBO JACOB BERNSTEIN
 OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
 Acct Number: 21 00 0917 0 03

Transaction Description	Posting Date	Payment
REAL ESTATE EXPENSES		
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 SHARE OF REAL ESTATE TAXES	12/03/2012	-1,803.60
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012	-500.00
TOTAL REAL ESTATE EXPENSES		-500.00
DISBURSEMENTS FBO JACOB		
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012	-9,319.50
ST ANDREW'S SCHOOL - 8TH GRADE CLASS TRIP AND BOOKSTORE CHARGES	01/30/2013	-1,017.99
ST ANDREW'S SCHOOL BOOKSTORE CHARGES	02/11/2013	-81.00
PETER WOHLGEMUTH DMD - FOR DENTAL SVCS	03/08/2013	-630.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	03/13/2013	-35.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	05/13/2013	-25.99
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013	-2,614.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013	-4,233.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013	-2,099.00
TOTAL DISBURSEMENTS FBO JACOB		-20,055.48
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES		
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012	-1,777.99
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012	-1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR SEPT OCT NOV	12/06/2012	-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012	-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	12/27/2012	-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013	-830.99
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	01/30/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	01/31/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/27/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	03/11/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	04/04/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/03/2013	-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/17/2013	-4,000.00

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
 FBO JACOB BERNSTEIN
 OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
 Acct Number: 21 00 0917 0 03

Transaction Description	Posting Date	Payment
DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES cont.		
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/30/2013	-1,500.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/04/2013	-1,500.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/28/2013	-5,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/15/2013	-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	08/06/2013	-1,000.00
CANDICE BERNSTEIN LIVING EXPENSES FOR JACOB	09/10/2013	-1,050.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	09/18/2013	-9,951.64
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES		-55,610.62

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
 FBO JOSHUA Z BERNSTEIN
 OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
 Acct Number: 21 00 0916 0 03

Transaction Description	Posting Date	Payment
REAL ESTATE EXPENSES		
TAX COLLECTOR, PALM BEACH COUNTY - 1/3 SHARE OF REAL ESTATE TAXES	12/03/2012	-1,803.59
MR ELECTRIC - 1/3 DOWNPAYMENT FOR ELECTRICAL WORK	12/12/2012	-500.00
TOTAL REAL ESTATE EXPENSES		-2,303.59
DISBURSEMENTS FBO JOSHUA		
ST ANDREW'S SCHOOL - BALANCE OF 2012/2013 TUITION	11/14/2012	-10,219.50
CHARTIS PROPERTY CASUALTY CO - PAYMENT OF CAR INSURANCE INO JOSHUA	11/21/2012	-3,482.00
CANDICE BERNSTEIN - REIMBURSE FOR PURCHASE OF COMPUTER	01/15/2013	-1,167.03
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	01/30/2013	-67.63
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	02/11/2013	-252.95
DOUG SHANAHAN - LACROSSE LESSONS	03/11/2013	-340.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	03/13/2013	-54.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	04/15/2013	-100.00
DAVID POSNACK JCC - PAYMENT ON ACCOUNT FOR MACCABI GAMES	05/02/2013	-322.50
BOCA RATON FAMILY & PEDIATRICS - MEDICAL BILL	05/06/2013	-20.00
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	05/13/2013	-144.95
DAVID POSNACK JCC - PAYMENT ON ACCOUNT FOR MACCABI GAMES	05/24/2013	-700.00
DAVID POSNACK JCC - BALANCE OF ACCOUNT FOR MACCABI GAMES	05/30/2013	-627.50
ST ANDREW'S SCHOOL - BOOKSTORE CHARGES	06/14/2013	-64.15
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	06/28/2013	-2,614.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	07/22/2013	-4,198.00
ST ANDREW'S SCHOOL - PAYMENT ON ACCOUNT 2013/2014 TUITION	08/13/2013	-2,099.00
TOTAL DISBURSEMENTS FBO JOSHUA		-26,473.21

SIMON BERNSTEIN IRREVOCABLE TRUST U/A 9/7/06
 FBO JOSHUA Z BERNSTEIN
 OPPENHEIMER TRUST CO, SUCCESSOR TRUSTEE
 Acct Number: 21 00 0916 0 03

Transaction Description	Posting Date	Payment
<u>DISBURSEMENTS TO COVER HOUSEHOLD</u>		
<u>EXPENSES</u>		
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/08/2012	-4,313.95
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/29/2012	-250.00
BERNSTEIN FAMILY REALTY LLC - PAYMENT TO LEGACY BANK	11/30/2012	1,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR SEPT OCT NOV	12/06/2012	-3,000.00
CANDICE BERNSTEIN - ONE-THIRD MONTHLY EXPENSES FOR DEC 2012	12/10/2012	-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	12/27/2012	-3,000.00
FISERV - REIMBURSEMENT OF OVERPAYMENT BY BILL PAY SERVICE	01/30/2013	-980.95
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/06/2013	-6,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	02/27/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	03/11/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	04/04/2013	-3,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/03/2013	-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/17/2013	-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	05/30/2013	-2,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/04/2013	-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	06/28/2013	-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/03/2013	-1,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	07/15/2013	-4,000.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	08/06/2013	-1,000.00
CANDICE BERNSTEIN - LIVING EXPENSES FOR JOSHUA	09/10/2013	-90.00
BERNSTEIN FAMILY REALTY CUSTODY ACCOUNT	09/18/2013	-1,340.36
TOTAL DISBURSEMENTS TO COVER HOUSEHOLD EXPENSES		-46,975.26

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03		
Transaction Description	Posting Date	Payment
REAL ESTATE EXPENSES		
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	01/03/2013	-\$73.11
FIRST CHOICE PLUMBING	01/15/2013	-\$250.00
KOOL RAY AIR CONDITIONING	01/15/2013	-\$325.00
MR ELECTRIC	01/18/2013	-\$1,271.10
MR ELECTRIC	01/31/2013	-\$307.90
KOOL RAY AIR CONDITIONING	01/31/2013	-\$105.00
CLAUDE MAXIME - LAWN SERVICE	01/31/2013	-\$240.00
CITY OF BOCA RATON - WATER BILL	01/31/2013	-\$143.83
MASSEY, CLARK, FISCHER INC. - HOMEOWNER'S INS POLICY	02/01/2013	-\$8,387.79
TOWER HILL PREFERRED INSURANCE CO - FLOOD INS POLICY	02/01/2013	-\$412.00
CITY OF BOCA RATON - WATER BILL	02/07/2013	-\$253.37
FPL - ELECTRIC BILL	02/07/2013	-\$446.34
PEST-ASIDE INC	03/11/2013	-\$85.00
FPL - ELECTRIC BILL	03/11/2013	-\$342.53
FPL - ELECTRIC BILL	04/05/2013	-\$362.97
CITY OF BOCA RATON - WATER BILL	04/05/2013	-\$212.37
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	04/05/2013	-\$73.11
FPL - ELECTRIC BILL	05/06/2013	-\$441.41
CLAUDE MAXIME - LAWN SERVICE	05/06/2013	-\$390.00
FPL - ELECTRIC BILL	06/03/2013	-\$461.90
FPL - ELECTRIC BILL	07/01/2013	-\$462.76
CITY OF BOCA RATON - WATER BILL	07/11/2013	-\$221.06
YOUR SECURITY CONNECTION - 1/4LY MONITORING FEES	07/22/2013	-\$73.11
FPL - ELECTRIC BILL	08/07/2013	-\$545.68
CITY OF BOCA RATON - WATER BILL	08/07/2013	-\$274.89
FPL - ELECTRIC BILL	09/19/2013	-\$521.65
CLAUDE MAXIME - LAWN SERVICE	09/19/2013	-\$560.00
WALTER SAHM - INTEREST PAYMENT RELATING TO LOAN ON PROPERTY	10/15/2013	-\$3,850.00
TOTAL REAL ESTATE EXPENSES		-\$21,093.88
LEGAL FEES		
FLORIDA DEPARTMENT OF STATE - ANNUAL FILING FEE FOR LLC	04/15/2013	-\$143.75
MARK R MANCERI, PA - RETAINER FEE FOR STANSBURY VS BERNSTEIN LITIGATION	05/20/2013	-\$5,000.00
TESCHER & SPALLINA PA - LEGAL FEES BERNSTEIN FAMILY REALTY	10/15/2013	-\$6,000.00
TOTAL LEGAL FEES		-\$11,143.75

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03		
Transaction Description	Posting Date	Payment
DISBURSEMENTS PAID DIRECTLY TO THE BERNSTEINS - MISCELLANEOUS EXPENSES		
CANDICE BERNSTEIN - DECEMBER EXPENSES	01/07/2013	-\$2,644.27
CANDICE BERNSTEIN - JANUARY EXPENSES	01/31/2013	-\$2,644.27
CANDICE BERNSTEIN - JANUARY EXPENSES BALANCE DUE	02/04/2013	-\$2,834.42
CANDICE BERNSTEIN - FEBRUARY EXPENSES	03/11/2013	-\$7,178.82
CANDICE BERNSTEIN - MARCH EXPENSES	04/05/2013	-\$8,755.06
CANDICE BERNSTEIN - APRIL EXPENSES	05/06/2013	-\$10,722.38
CANDICE BERNSTEIN - MAY EXPENSES	05/31/2013	-\$5,000.00
CANDICE BERNSTEIN - MAY EXPENSES BALANCE DUE	06/05/2013	-\$3,303.63
CANDICE BERNSTEIN - JUNE EXPENSES	07/01/2013	-\$12,641.76
CANDICE BERNSTEIN - JULY EXPENSES	08/06/2013	-\$9,705.99
CANDICE BERNSTEIN - AUGUST EXPENSES	09/19/2013	-\$9,705.99
TOTAL PAID DIRECTLY TO BERNSTEINS		-\$75,136.59
DISBURSEMENTS PAID DIRECTLY TO PROVIDERS		
VERIZON WIRELESS	01/31/2013	-\$851.06
AQUATIC ISLES POOL SERVICE	01/31/2013	-\$80.60
COMCAST CABLE	01/31/2013	-\$342.82
AQUATIC ISLES POOL SERVICE	02/04/2013	-\$80.00
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	02/28/2013	-\$5,649.00
COMCAST CABLE	03/11/2013	-\$730.25
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	03/13/2013	-\$3,534.00
COMCAST CABLE	04/05/2013	-\$276.05
AQUATIC ISLES POOL SERVICE	04/05/2013	-\$245.00
AQUATIC ISLES POOL SERVICE	05/06/2013	-\$80.00
VERIZON WIRELESS	05/06/2013	-\$446.43
COMCAST CABLE	05/06/2013	-\$372.31
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	05/20/2013	-\$1,939.08
VERIZON WIRELESS	05/30/2013	-\$470.64
COMCAST CABLE	05/30/2013	-\$362.43
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	05/30/2013	-\$1,939.08
VERIZON WIRELESS	07/01/2013	-\$510.64
AQUATIC ISLES POOL SERVICE	07/01/2013	-\$359.34
COMCAST CABLE	07/01/2013	-\$379.54
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	07/01/2013	-\$1,939.08
TRIPP SCOTT PA - BERNSTEIN FAMILY LEGAL BILL	07/11/2013	-\$1,290.00
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	08/05/2013	-\$1,939.08
VERIZON WIRELESS	08/07/2013	-\$455.62
COMCAST CABLE	08/07/2013	-\$342.86
VERIZON WIRELESS	09/19/2013	-\$500.92

BERNSTEIN FAMILY REALTY LLC CUSTODY ACCT OPPENHEIMER TRUST COMPANY, CUSTODIAN Acct Number: 65 00 0919 3 03		
Transaction Description	Posting Date	Payment
DISBURSEMENTS PAID DIRECTLY TO PROVIDERS cont.		
AQUATIC ISLES POOL SERVICE	09/19/2013	-\$240.00
COMCAST CABLE	09/19/2013	-\$54.69
ADP BENEFIT SERVICES - HEALTH INSURANCE PREMIUM	09/19/2013	-\$1,939.08
TOTAL PAID TO PROVIDERS		-\$27,349.60

TOTAL REAL ESTATE EXPENSES		\$21,093.88
TOTAL LEGAL FEES		\$11,143.75
TOTAL PAID DIRECTLY TO BERNSTEINS		\$75,136.59
TOTAL PAID TO PROVIDERS		\$27,349.60
TOTAL DISBURSED		\$134,723.82

EXHIBIT

LESLIE FERDERIGOS LETTER
TO JUDGE KASTRENAKES

LESLIE ANN LAW
FIGHTING FOR YOU LIKE FAMILY

Date: 1-5-2022

EMAILED/MAILED:

The Honorable John S. Kastrenakes
205 North Dixie Hwy, Courtroom 9D
West Palm Beach, FL 33401

Re: Walter Sahm and Patricia Sahm v. Bernstein Family Realty, LLC
Case No: 50-2018-CA-002317-XXXX-MB

Dear Judge Kastrenakes,

Please find the Motion for Rehearing with attached transcripts. Please note that Counsel for the Plaintiffs never submitted anything for my review. Furthermore, I have not spoke to him since the hearing held on November 11, 2021. Thus, there was no consent to a Final Judgment in this case. Thank you!

Sincerely,

/s/Leslie Ferderigos

Leslie Ferderigos, Esq.
Enclosures

cc, Robert Sweetapple, Esq. rsweetapple@sweetapplelaw.com

Filing # 141441151 E-Filed 01/05/2022 08:40:02 PM

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

CASE NO.: 50-2018-CA-002317

**WALTER E. SAHM and
PATRICIA SAHM,**

Plaintiffs,

v.

**BERNSTEIN FAMILY REALTY, LLC and
ALL UNKNOWN TENANTS.**

Defendants

MOTION FOR REHEARING

COMES NOW, Defendants, JOSHUA ENNIO ZANDER BERNSTEIN, JACOB NOAH ARCHIE BERNSTEIN, and DANIEL ELIJSHA ABE OTTOMO BERNSTEIN, by and through their undersigned Attorney, pursuant to Fla.R.Civ.P.Rule 1.530, files this Motion for Rehearing as follows:

1. A hearing was held on November 11, 2021 on the Plaintiff's Motion for Summary Final Judgment of Foreclosure, Taxation of Costs, and Award of Attorney Fees that had been filed on (08/05/2021).
2. At the date of the hearing held on November 11, 2021, service had not been properly effectuated for Defendants, JOSHUA ENNIO ZANDER BERNSTEIN, JACOB NOAH ARCHIE BERNSTEIN, and DANIEL ELIJSHA ABE OTTOMO BERNSTEIN, who are considered indispensable parties to the above referenced case for the following reasons: (1) Defendants, JOSHUA ENNIO ZANDER BERNSTEIN, JACOB NOAH ARCHIE BERNSTEIN, and DANIEL ELIJSHA ABE OTTOMO BERNSTEIN were all eighteen (18) years old at the time the complaint was filed. (2) the home in foreclosure was paid for by the Defendants trust (3)

the Defendants have a financial interest in this foreclosure actions. Thus, the Defendants would be necessary parties essential to this suit¹.

3. **SUMMARY JUDGEMENT SHOULD NOT HAVE BEEN GRANTED WITHOUT INDISPENSIBLE PARTIES BEING PROPERLY SERVED:** The Defendants were material parties in this case and must be made parties.² The Court should not have made a ruling on the Motion for Summary Judgment when the Defendants had not been properly served.³ The Defendants rights and interests had not been properly before the Court, when the summary judgment was granted.⁴ Thus, ruling on the summary judgment was improperly ruled on without the Defendants having been served and this Court having jurisdiction over these material parties.
4. **SUMMARY JUDGMENT SHOULD NOT HAVE BEEN GRANTED WITHOUT INDISPENSIBLE PARTIES HAVING OPPORTUNITY TO CONTEST ALLEGATIONS:** A summary judgment should only be granted if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.Fla. R. Civ. P. 1.510. Furthermore, The court shall state on the record the reasons for granting or denying the motion. *Id.* The Defendants contest the allegations set forth in the Complaint. Thus, there is a genuine issue of material facts. However, they were never properly noticed or served.
5. **SUMMARY JUDGMENT SHOULD NOT HAVE BEEN GRANTED WITHOUT AN AFFIDAVIT SUBMITTED AT HEARING:** At the time of the hearing, the Plaintiffs never submitted an affidavit, as required to make a ruling on a summary judgment. Thus, it was not ripe for the Court to rule on a Summary Judgment absent an affidavit. Fla. R. Civ. P. 1.510(4) *Affidavits or Declarations*. An affidavit or declaration used to support or oppose a motion must be made on

¹"Indispensable parties are necessary parties so essential to a suit that no final decision can be rendered without their joinder." *Citibank, N.A. v. Villanueva*, 174 So.3d 612, 613 (Fla. 4th DCA 2015) (quoting *Hertz Corp. v. Plccolo*, 453 So.2d 12, 14 n. 3 (Fla.1984)) *Parker v. Parker*, 185 So. 3d 616, 618 (Fla. Dist. Ct. App. 2016)

² All persons materially interested in subject-matter of suit must be made parties. *Oakland Properties Corp. v. Hogan*, 96 Fla. 40, 117 So. 846 (1928)

³ Court cannot properly adjudicate matters involved, when it appears necessary and indispensable parties have not been served or are not in some way before court. *Oakland Properties Corp. v. Hogan*, 96 Fla. 40, 117 So. 846 (1928)

⁴ Rights and interests of necessary parties cannot be adjudicated when they are not properly before court. *Oakland Properties Corp. v. Hogan*, 96 Fla. 40, 117 So. 846 (1928)

personal knowledge, set out facts that would be admissible in evidence, and show that the affiant or declarant is competent to testify on the matters stated.

6. During the hearing held on November 11, 2021, Counsel for the Plaintiffs, stated to the Court the relief being sought was a foreclosure on the original note and to get a money judgment against a dissolved entity. [Transcript pg. 5, line 7-9] It was clear during this hearing, the Plaintiff were not seeking possession of the property. There was no affidavit presented to the Court that cited any money amount being sought. [Transcript: pg 7, line 9-10]. This Court stated there would be a hearing on fees [Transcripts: pg 13, line 24-25]
7. Counsel for the Plaintiff's acknowledges, the Leslie Ferderigos, Esq. appeared on behalf of the children. Furthermore, Plaintiffs counsel stated he believed that Leslie Ferderigos, Esq. was representing the Entity, not just the children. [Transcripts: pg 17, line 9-12]. Thus, Counsel for the Plaintiff, should have supplied Ms. Ferderigos with any correspondence submitted to this Court, which they failed to do.
8. **ATTORNEY FEES SHOULD HAVE BEEN DETERMINING AFTER A HEARING WAS HELD:** The Court specifically, stated they would not set a sale date until the Court received a finalized affidavit [Transcripts: pg 19, line 6-10]. However, Plaintiffs Counsel added attorney fees into the Final Judgment absent a hearing. Furthermore, Counsel for the Plaintiff submitted an Attorney Fee Affidavit, never setting it for hearing to determine the reasonableness of attorney fees.
9. **FINAL JUDGMENT WAS NOT CONSENTED TO:** On December 21, 2021, this Court entered a Final Judgment, based on the representation that the parties consented to this Final Judgment. However, counsel for the defendants was not given a copy nor had any discussions that led to the consent of a Final Judgment. Furthermore, a money value of \$110,000.00 was indicated in the Final Judgment, as well as, other costs, including Attorney Fees in the amount of \$52,005.50, Real Property Taxes paid by Lender of \$38,596.62, Default Interest at 18% for \$149,122.56, and Interest on the note for \$3,850.00. The total money due according to the Final Judgment was \$353,574.68. At no time did the Defendants counsel have any contact nor was given any proposed Final Judgment to review prior to it being submitted to the Court and signed by the Judge. The Final Judgment gives Right of Possession to the person named on the certificate of title, having not reviewed any potential lease/rental agreements. Further, the Defendants did not consent to the entry of this Final Judgment, as falsely represented in the signed Final Judgment.

10. FAILURE TO NOTICE OR PROVIDE PROPOSED JUDGMENT TO DEFENDANTS

COUNSEL: Counsel for the Plaintiff, falsely states in his letter to this Court that counsel of record had been provided copies. However, Counsel for the Defendants, LESLIE FERDERIGOS, ESQ. had never spoken to ROBERT SWEETAPPLE, ESQ. or any representative from his firm since the hearing. ROBERT SWEETAPPLE, ESQ. never submitted anything for review prior to submitted it to this Court.

11. COUNSEL FOR THE PLAINTIFF SHOULD BE SANCTIONED FOR EX-PARTE

COMMUNICATIONS WITH THIS COURT: LESLIE FERDERIGOS, ESQ. requests this Court to Order ROBERT SWEETAPPLE, ESQ. all written proof of his attempts to allow Ms. Ferderigos, to review anything submitted to this Court.

WHEREFORE, Defendants, JOSHUA ENNIO ZANDER BERNSTEIN, JACOB NOAH ARCHIE BERNSTEIN, and DANIEL ELIJSHA ABE OTTOMO BERNSTEIN, requests this Court to:

- A. Vacate the Final Judgment Entered on December 21, 2021
- B. Order a Hearing on Attorney Fees
- C. Sanction Counsel for the Plaintiffs for intentional misconduct by misleading this Court that Counsel for the Defendants had been copies and consented to the Final Judgment
- D. Award Attorney Fees for Defendants Counsel for having to bring forth this Motion
- E. All Other remedies necessary and just under statute

CERTIFICATE OF SERVICE

WE DO CERTIFY, that a copy of the foregoing has been furnished electronically with the Clerk of Courts by using the EPORTAL system to all parties of record in the pending case to include: ROBERT SWEETAPPLE, ESQ. bsweetapple@sweetapplelaw.com

1-5-2022
Dated

/s/Leslie Ferderigos
Leslie Ferderigos, Esq.
Leslie Ann Law, PA
Bar No.:0127526
941 N. Orange Ave

Winter Park, FL 32789
(t) 407-969-6116
leslie@lesleannlaw.com

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

WALTER E. SAHM and
PATRICIA SAHM,
Plaintiffs,

VS. CASE NO 502018CA002317XXXXMB

BERNSTEIN FAMILY REALTY, LLC,
BRIAN O'CONNELL, AS SUCCESSOR
PERSONAL REPRESENTATIVE OF
THE ESTATE OF SIMON L. BERNSTEIN;
ALEXANDRA BERNSTEIN, ERIC BERNSTEIN,
MICHAEL BERNSTEIN, MOLLY SIMON,
PAMELA B. SIMON, JILL IANTONI,
MAX FRIEDSTEIN, LISA FRIEDSTEIN,
INDIVIDUALLY AND TRUSTEES OF
THE SIMON L. BERNSTEIN REVOCABLE
TRUST AGREEMENT DATED MAY 20, 2008,
AS AMENDED AND RESTATED;
ELIOT BERNSTEIN, AND CANDICE
BERNSTEIN, INDIVIDUALLY AND AS
NATURAL GUARDIANS OF MINOR
CHILDREN JO., JA. AND D. BERNSTEIN;
AND ALL UNKNOWN TENANTS.

Defendants.

HEARING

PRESIDING: THE HONORABLE JOHN S. KASTRENAKES

APPEARANCES:

ON BEHALF OF THE PLAINTIFF:

ROBERT SWEETAPPLE, ESQ.
4800 N. Federal Highway
Ste. D306
Boca Raton, FL 33431

ON BEHALF OF THE RESPONDENT:

LESLIE ANN FERDERIGOS, ESQ.
941 N. Orange Avenue
Winter Park, FL 32789

1 November 22, 2021
2 Palm Beach County Courthouse
3 Room 9D
4 West Palm Beach, FL 33401
5 10:25 - 10:44 a.m.
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1	ARGUMENT	
2	ATTORNEY	PAGE
3	SWEETAPPLE	4, 10
4	FERDERIGOS	8, 15
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1 BE IT REMEMBERED THAT the foregoing matter was
2 taken on November 22, 2021, before the Honorable John S.
3 Kastrenakes, Circuit Court Judge, Palm Beach County,
4 Florida, and this is a transcription of the stenograph
5 notes from said hearing:

6 * * *

7 THE BAILIFF: All rise.

8 THE COURT: Okay. Everybody have a seat,
9 everyone.

10 Okay. This is -- we all ready to go?
11 Sahm versus Bernstein Family Realty. And
12 it's the Plaintiff's motion for final summary
13 judgment.

14 And representing the Plaintiff is Mr.
15 Sweetapple.

16 Who represents the Bernstein Family
17 Realty?

18 MR. SWEETAPPLE: There was -- Your Honor,
19 there was a default entered against that
20 entity.

21 THE COURT: Right. Right. Well, there
22 was -- there was some individual defending it.

23 MR. SWEETAPPLE: Yes. Mr. and Mrs.
24 Bernstein have been defaulted.

25 THE COURT: Right. And how about the --

1 the -- the -- you're seeking summary judgment
2 against whom?

3 MR. SWEETAPPLE: It's actually -- it's
4 actually a final judgment on a default.
5 However, we have prepared it as a summary final
6 judgment specifying that we're not seeking to
7 remove anyone. The relief we're seeking is
8 foreclose on the note and to get a money
9 judgment.

10 We recognize that any -- the Court's
11 going to defer any sale or any removal issues
12 until after the moratorium is lifted.

13 THE COURT: The moratorium is lifted.

14 MR. SWEETAPPLE: Oh, has it been lifted?

15 THE COURT: Sure.

16 MR. SWEETAPPLE: Okay. When -- when was
17 it lifted?

18 THE COURT: Well, I've been selling
19 property that --

20 MR. SWEETAPPLE: Oh.

21 THE COURT: -- that's secured by notes for
22 a while now.

23 MR. SWEETAPPLE: I'm saying to remove --
24 to remove people from their homes I understood
25 there --

1 THE COURT: Well, it depends on whether
2 there's a -- a valid rental agreement that
3 would, of course -- if there is one --
4 arm's-length rental agreement --

5 MR. SWEETAPPLE: Right.

6 THE COURT: -- that would trump the -- the
7 person who would buy it at a forecloser sale
8 would be subject to that.

9 MR. SWEETAPPLE: Right. Right. So --

10 THE COURT: If it's not a valid
11 arm's-length --

12 MR. SWEETAPPLE: Right.

13 THE COURT: -- rental agreement that's
14 another matter entirely. So --

15 MR. SWEETAPPLE: Yeah. I stand corrected.
16 I stand corrected. The motion sets forth we're
17 not seeking -- I should say not seeking
18 possession --

19 THE COURT: Yeah.

20 MR. SWEETAPPLE: -- against anybody
21 claiming --

22 THE COURT: But you're seeking to
23 foreclose on the original promissory note --

24 MR. SWEETAPPLE: Right.

25 THE COURT: -- from when? A hundred and

1 ten thousand dollars it looks like --

2 MR. SWEETAPPLE: Right. But there have
3 been no -- no --

4 THE COURT: -- from 2009 or '10?

5 MR. SWEETAPPLE: Right. Yeah.

6 And I will tell the Court that my
7 associate totaled up all of the monies owed,
8 but didn't get it to me until like 6:00 --

9 THE COURT: Yeah. I didn't get an
10 affidavit on that.

11 MR. SWEETAPPLE: Yeah. And so -- and I've
12 been dealing with Mr. Rose before the second
13 mortgage was assigned. And I told him,
14 obviously, I would have him review any numbers
15 before I submitted the judgment to the Court
16 because the second mortgagor/mortgagee is going
17 to, you know, be impacted by my numbers. So I
18 want to give him an opportunity to make sure
19 and --

20 THE COURT: So --

21 MR. SWEETAPPLE: -- recalculate everything
22 before I --

23 THE COURT: Yeah, I mean the evidence
24 that you utilize for a summary final judgment
25 has to be filed forty days in advance of the

1 hearing --

2 MR. SWEETAPPLE: Right.

3 THE COURT: -- under the new rule.

4 MR. SWEETAPPLE: Right. But this is a
5 default. This is just a final judgment on
6 a default. So really I'm going to ask just
7 for --

8 THE COURT: On -- on a note that's liquid.
9 You know, liquidated damages on the note,
10 right?

11 MR. SWEETAPPLE: Right. Right. So --

12 THE COURT: Have they -- is there anything
13 from the Defense on this?

14 And, ma'am, you are representing?

15 MS. FERDERIGOS: I -- I'm representing
16 Jacob, Joshua and Daniel.

17 THE COURT: Okay.

18 MS. FERDERIGOS: We are all -- and we --
19 we consider them indispensable parties in this.
20 I'm newer to this case.

21 THE COURT: Yeah.

22 MS. FERDERIGOS: I just got on.

23 THE COURT: I haven't seen you here
24 before.

25 MS. FERDERIGOS: Yeah.

1 THE COURT: They were pro se as I recall
2 before --

3 MS. FERDERIGOS: Yeah.

4 THE COURT: -- were they not?

5 MS. FERDERIGOS: I believe so. Yes. Yes.

6 But I --

7 THE COURT: And your name is?

8 MS. FERDERIGOS: I'm Leslie Ferderigos.

9 THE COURT: Okay.

10 MS. FERDERIGOS: Would -- would you like
11 me to stand up there, Your Honor?

12 THE COURT: No. You can sit --

13 MS. FERDERIGOS: Okay.

14 THE COURT: -- if you'd like. If you feel
15 more comfortable.

16 MS. FERDERIGOS: Sure.

17 THE COURT: Sweetapple just likes to
18 stand, you know. So...

19 MS. FERDERIGOS: Yeah.

20 But our -- our position is that my
21 clients are indispensable parties so -- and
22 the -- the process was not properly
23 effectuated. They were -- they all -- they
24 were all adults when service and process was
25 made. And I believe it was only made on the

1 mother claiming that the connection --

2 THE COURT: This was all litigated last --
3 over a year ago.

4 MS. FERDERIGOS: Okay.

5 THE COURT: There was a default entered.
6 There was a motion to set aside the default.
7 We had argument on it. I believe I denied the
8 motion to set aside the default. I mean
9 what's --

10 MS. FERDERIGOS: Well --

11 THE COURT: -- your defense to the --

12 MS. FERDERIGOS: To the summary judgment?

13 THE COURT: Yeah.

14 MS. FERDERIGOS: Basically that there's --
15 I mean I don't believe that you can do a
16 summary judgment when there's not jurisdiction
17 over my clients. So I mean that's -- that's
18 really our main argument. In that to simply
19 just take my clients off of the lawsuit, I
20 don't believe that's possible because they're
21 indispensable parties.

22 THE COURT: Okay. So who -- who is the
23 Plaintiff seeking final summary judgment
24 against to enforce this promissory note?

25 MR. SWEETAPPLE: Let me be candid with the

1 Court as to what the argument is so you fully
2 understand it for purpose of making any
3 decision that's appropriate. We sued Mrs.
4 Bernstein --

5 THE COURT: Right.

6 MR. SWEETAPPLE: -- understanding that
7 these -- these children were minors.

8 There's been some statement that
9 they're -- they weren't minors -- they're not
10 minors now or maybe they weren't minors at
11 the time. They live there. They've lived
12 there now for years without anyone paying.

13 What has happened is we got a default
14 for unknown tenants as well. So anyone
15 living there is subject to this judgment.

16 Now, if there's as you said a lease,
17 that would present us -- or even someone
18 living there I guess could come in and say
19 "you can't remove us". But this isn't time
20 or place for that. We make it clear in our
21 motion, which you should really deem as just
22 a motion for -- for final judgment that --
23 and it was done more than forty days. It was
24 filed in August and noticed -- noticed in
25 November.

1 THE COURT: And who are -- who is the
2 signatory on the note that you're seeking?

3 MR. SWEETAPPLE: The president Simon
4 Bernstein, who is the president of the maker.

5 So we have a -- we got -- and it's a
6 dissolved entity. So what happened is he
7 died. He made the note. The family members
8 live there and have not made payments. And
9 while there was a -- a motorium, you know, we
10 didn't do anything and -- and it's languished
11 and so --

12 THE COURT: So you're seeking a money
13 judgment against?

14 MR. SWEETAPPLE: Against the dissolved
15 entity.

16 THE COURT: Right.

17 MR. SWEETAPPLE: And then which will only
18 be collected from the proceeds of the sale.

19 We won't be able to go after them for
20 any deficiency, were there one. And we're
21 seeking a -- a sale. But we understand that
22 possession is something we're going to have
23 to look into and see whether or not there's a
24 lease, whether or not they are tenants now,
25 or what the nature of their -- their rights

1 to possession are.

2 THE COURT: What's the amount of money
3 judgment given?

4 MR. SWEETAPPLE: According -- according to
5 calculations, and subject to Mr. Rose
6 scrutinizing them, there is a principal a
7 hundred and ten.

8 THE COURT: Correct.

9 MR. SWEETAPPLE: There's interest of -- of
10 two hundred and sixty five. Taxes that were
11 paid of forty eight thousand. My clients paid
12 the taxes this whole time. Taxes that are due
13 we believe -- and we're trying to verify it --
14 of seven thousand eight forty four twenty
15 eight. And the attorney's fees are forty six
16 thousand seven seventy three. The total is
17 four seventy nine.

18 But -- but, as I said, Mr. Rose needs
19 to go through and make sure we did the
20 interest right. And he -- he agrees -- we're
21 going to file an affidavit for our fees. If
22 he doesn't agree, then obviously we'll --
23 we'll --

24 THE COURT: We'll have a hearing on the
25 fees.

1 MR. SWEETAPPLE: -- have a -- no, probably
2 just -- I'll probably just agree to whatever.
3 You know, if he thinks something is not
4 reasonable, I'll take it out of our request.

5 THE COURT: Okay.

6 MR. SWEETAPPLE: We have that kind of
7 relationship. We've litigated quite a bit.

8 And if he's got a -- if there's some
9 objection Alan has to my fees it's because
10 they're not recoverable. There might be
11 travel. There might be whatever.

12 THE COURT: And -- and the -- and the note
13 itself requires or -- is a -- let me see --
14 does it include fees?

15 MR. SWEETAPPLE: It was a balloon -- a
16 balloon note. Yes, I believe it requires a
17 copy of it.

18 THE COURT: Enforcement of the note. I
19 mean you're going to have to refer to the
20 entitlement, I guess.

21 MR. SWEETAPPLE: Yeah. Let me look at the
22 note.

23 THE COURT: I only have the original note
24 not the whole --

25 MR. SWEETAPPLE: I have the note right

1 here.

2 Um, yes, it says "Placed in the hands of
3 an attorney for collection and --

4 THE COURT: "All the costs included and
5 reasonable attorneys fees."

6 MR. SWEETAPPLE: Right.

7 THE COURT: Okay. So you're going to be
8 entitled to the attorney fees in an amount to
9 be determined later. Right?

10 MR. SWEETAPPLE: Right.

11 We'll submit an affidavit after I --
12 after I speak with Mr. Rose. And I'll
13 request the amount will be less than the
14 affidavit if he objects.

15 THE COURT: All right. So let me turn to
16 counsel for the Defendant.

17 MS. FERDERIGOS: Yes, Your Honor. I -- I
18 know that I'm limited to my representation --

19 THE COURT: I know.

20 MS. FERDERIGOS: -- with the -- the
21 children but -- and I'm not sure -- again
22 'cause like I said I'm new -- or I don't know
23 if this was already dealt with. I didn't see
24 it, but I could be wrong. In regards to the
25 service on the actual agent of Bernstein Family

1 Realty, from my understanding the agent that
2 service was -- was originally perfected on was
3 a former agent who had resigned prior to the
4 service. So that's really our -- our big
5 argument is that service wasn't --

6 THE COURT: And so the person who signed
7 the note as -- as the borrower/manager, he's
8 deceased, right? And so the people that are
9 residing at the residence secured by this note
10 are -- are his family members, right?

11 MS. FERDERIGOS: Correct.

12 THE COURT: And including what? His
13 grandson and his son? Is that who we have here
14 at the house?

15 MS. FERDERIGOS: Um, I believe so. Is
16 it -- Yes.

17 MR. BERNSTEIN: Um-hmm.

18 THE COURT: Okay. And other than this
19 note and the -- what other encumbrances are on
20 this residence? Is there -- is there -- is
21 there a bank loan or no?

22 MS. FERDERIGOS: I am not sure.

23 MR. BERNSTEIN: There's a second to the --

24 MR. SWEETAPPLE: This is the -- this is
25 the first.

1 MS. FERDERIGOS: Yeah.

2 MR. SWEETAPPLE: I know there's a second
3 that the -- that Mr. Rose's client has.

4 THE COURT: Okay. Well, you have an
5 attorney here.

6 MR. BERNSTEIN: I don't.

7 MR. SWEETAPPLE: But I don't --

8 MR. BERNSTEIN: My children do.

9 MR. SWEETAPPLE: -- believe this counsel
10 represents the entity, Your Honor. I -- I
11 think she's just here on -- she's appeared on
12 behalf of the --

13 THE COURT: The tenants?

14 MR. SWEETAPPLE: -- grandsons.

15 MR. BERNSTEIN: I just wanted to note to
16 the Court that the person who accepted service
17 resigned from service due to fraud on the Court
18 where he submitted fraudulent estate documents
19 to the Court. We're going to be bringing all
20 this up in a much bigger push to get the
21 corruption that's going on here. But Mr. Don
22 Tescher was suspended from law practice. He
23 resigned from all Bernstein family matters.
24 Mr. Rose and Mr. Sweetapple both were aware of
25 that. He illegally accepted that service.

1 THE COURT: Okay.

2 MR. BERNSTEIN: So BFR has never been
3 properly served.

4 THE COURT: Okay. Thank you. Appreciate
5 it.

6 THE COURT REPORTER: Can I get your name,
7 sir? Can I get your name?

8 MR. BERNSTEIN: Eliot Bernstein.

9 THE COURT REPORTER: Thank you.

10 MR. BERNSTEIN: One l. One t.

11 MS. FERDERIGOS: Your Honor, he is pro se.

12 THE COURT: Right. Right. Right.

13 MS. FERDERIGOS: I just wanted to point
14 that out.

15 THE COURT: We -- I know. I remember.

16 MS. FERDERIGOS: Yes.

17 THE COURT: They could have -- he could
18 have been sitting with you at the counsel
19 table --

20 MS. FERDERIGOS: Yes.

21 THE COURT: -- if he wanted to.

22 MR. BERNSTEIN: Oh.

23 THE COURT: All right.

24 MR. BERNSTEIN: I'm all right.

25 THE COURT: The Court has had an

1 opportunity to review the information provided
2 by the Plaintiff here. The Court believes that
3 summary judgment is appropriate.

4 The Plaintiff is entitled to reasonable
5 attorney's fees.

6 I'm -- you want me to -- no, I'm not
7 going to set a sale date 'til I get your
8 affidavit -- finalized affidavit. When you
9 submit that to court. Did you want me to set
10 a sale date?

11 MR. SWEETAPPLE: No. I'll let the Court
12 do that as it's pleasure because I don't --

13 THE COURT: Well you --

14 MR. SWEETAPPLE: -- know how long --

15 THE COURT: Yeah.

16 MR. SWEETAPPLE: -- it's going to take me
17 to have Alan review my fees to make sure he's
18 comfortable.

19 THE COURT: Okay. But once I get the
20 order that is uploaded, you want me to set a
21 sale date --

22 MR. SWEETAPPLE: Yes.

23 THE COURT: -- in the order?

24 MR. SWEETAPPLE: Yes, I do.

25 THE COURT: So I want to give the

1 Bernsteins a chance, if they wish, to work out
2 some arrangement with your client.

3 I can set a sale date down the road if
4 you want to work this out?

5 MS. FERDERIGOS: That -- that would be
6 great.

7 MR. BERNSTEIN: Yes.

8 MS. FERDERIGOS: So I could have, you
9 know, time to --

10 THE COURT: I mean it's only been going on
11 for over a decade, you know. So I mean
12 there's -- somebody owes somebody money, right?
13 Okay.

14 So I -- I can set them out as far as a
15 hundred twenty days.

16 MR. SWEETAPPLE: That's fine. That's
17 fine.

18 THE COURT: So when I -- that's, of
19 course, a hundred twenty plus when I get the
20 order from Mr. Sweetapple which will contain
21 the affidavit of indebtedness. All right?

22 MS. FERDERIGOS: Um-hmm.

23 THE COURT: All right. When I get that, I
24 will upload an order. And the order will
25 indicate that I'll set a sale date a hundred

1 and twenty days down the road, which is four
2 months. And gives everybody a chance if you
3 can work it out with the Plaintiff who's owed
4 money, right? And if -- if you can work out an
5 arrangement so you can stay at the house,
6 great. I want people to be able to stay at
7 their homes; but they have to pay, you know,
8 pay whoever they owe the money to. I assume on
9 the -- on the -- is it a condo? Is that what
10 we're talking about? Is it a condominium?
11 It's in a -- it's in an association though?

12 What's the second mortgage holder on
13 this?

14 MR. BERNSTEIN: My father's estate or now
15 the trust. And that was an illegal transfer as
16 well.

17 THE COURT: All right.

18 MR. SWEETAPPLE: And as I understand it
19 they haven't sought a -- a foreclosure. I
20 don't know whether --

21 THE COURT: Yeah. So they're not seeking
22 payment. So the only person that's seeking
23 payment here --

24 MR. BERNSTEIN: Is Mr. --

25 THE COURT: -- is Mr. Sahm?

1 MR. BERNSTEIN: Yep.

2 THE COURT: Yeah. So work out whatever
3 you can, if you can. If you can't, then I'll
4 have to have the property sold to a third-party
5 after a hundred and twenty days.

6 MR. BERNSTEIN: Yep.

7 THE COURT: Okay. And then after that, if
8 it's sold to someone and you have to leave the
9 premises and find your own place to live,
10 you're going to have to do that. Okay. All
11 right.

12 MR. SWEETAPPLE: And my understanding is
13 that Mr. Rose and the Bernsteins have had a
14 mediation last year and they've been attempting
15 to work out the second mortgage. And I have
16 let them know that we're more than happy to --
17 to -- to work with them --

18 THE COURT: Okay.

19 MR. SWEETAPPLE: -- if we can.

20 THE COURT: All right. The motion for
21 summary judgment is granted. And I'll wait for
22 your order and affidavit.

23 Don't forget to attach the affidavit to
24 the order of -- of indebtedness. Okay.

25 MR. SWEETAPPLE: We'll do that.

1 THE COURT: All right.

2 MR. SWEETAPPLE: Thank you, Your Honor.

3 THE COURT: All right.

4 MR. SWEETAPPLE: Thanks for hearing this.

5 THE COURT: How long you think? About a
6 week or two?

7 MR. SWEETAPPLE: It'll be a week. No
8 more. No more. I had put a call into Alan.
9 And Naomi --

10 THE COURT: All right.

11 MR. SWEETAPPLE: -- is doing the affidavit
12 now.

13 THE COURT: All right. Thank you.

14 You all have a great Thanksgiving. It
15 was nice to meet you all.

16 MS. FERDERIGOS: Thank you.

17 MR. SWEETAPPLE: Thank you.

18 THE COURT: Good luck.

19 (Whereupon, the hearing was concluded.)
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21
22
23
24
25

1 CERTIFICATE

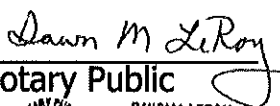
2 THE STATE OF FLORIDA,
3 COUNTY OF PALM BEACH.

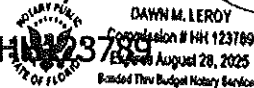
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