

Dec 6, 2023

PBSO REPORT UPDATE CASE #22099659

**TIMELINE AND EVIDENCE OF PREDATORY GUARDIANSHIP OF
PATRICIA SAHM SR. AND IMMINENT DANGER OF DEATH and
FRAMING OF PATRICIA SAHM JR. FOR CRIMES SHE DID NOT
COMMIT**

INTRODUCTION

I incorporate all previous information and evidence of Case No. 22099659 in this supplement.

I write to update the (1) continuing and ongoing crimes against real and personal property interests of myself and my immediate family and against the Company owned by my sons, Bernstein Family Realty, LLC (hereinafter BFR), (2) to update PBSO on Crimes currently in progress of Elder abuse against Patricia Ann Sahm (“Patrica Sahm Sr.”) where her life and liberty have been kidnapped by a predatory guardianship filed to “silence” her as a Primary Witness to many of the frauds and crimes by her daughter Joanna and Jonna’s Counsels Sweetapple and Shraiberg from my prior formal, written Criminal Complaint and silence her as witness in a Criminal Complaint against her other daughter Patricia Anne Sahm¹ (“Patricia Sahm Jr.”) and (3) crimes being committed against Patricia Sahm Jr., in efforts to frame her through abuse of process and obstruction in civil and criminal complaints filed against her for elder financial abuse crimes that she did not commit or ever intend to commit” (4) notify PBSO of fraud and theft being committed by Joanna Sahm and her attorneys.

¹ Patricia Anne Sahm has a very similar name to her mother Patricia Ann Sahm, therefore I have chosen to label them as Sr. and Jr. for clarity throughout this statement.

The predatory Guardianship was initiated against Patricia Sahn Sr. by her daughter Joanna Sahn on April 17, 2023 just about two weeks after perpetrator attorney Robert Sweetapple refused an Interview by the PBSO on March 31, 2023 based on my prior allegations in the original complaint. This was also about the same time my attorney, Inger Garcia, Esq. exposed many of the frauds in the Federal Bankruptcy Court implicating Joanna Sahn together with her attorneys and Joanna and her attorneys learned Patricia Sahn Sr. had revoked ALL of Joanna powers of attorney and her attorneys, which occurred on April 13, 2023 in BK Court, exhibited further herein.

There were no “sudden” or “emergency” medical or cognitive grounds for the filing of this sudden and unexpected Predatory Guardianship and it was filed simply because Patricia Sahn, Sr. exercised her own will and mind to Revoke a Power of Attorney in favor of her daughter Joanna Sahn, and retain her own attorney to settle the Bernstein foreclosure and work with her as witness for her daughter Patricia Sahn Jr. in her criminal complaint, this after Patricia Sahn, Sr. learned about the gross misconduct her daughter Joanna had been committing and withholding from her, all being done in her name without her knowledge or consent.

Once the Predatory Guardianship was approved, Joann Sahn through the newly appointed Guardian, Charlie Revard, has used fabricated evidence to gain an Injunction in the Guardianship case, against her sister Patricia Sahn Jr. The injunction was based on false and misleading statements and evidence that her sister was a financial threat to her mother. The false and misleading statements and evidence was filed by their attorneys in both the court and with the State Attorney

office. This Predatory Injunction inside the Predatory Guardianship is to further a scheme to “silence” her mother as a witness (witness tampering) against her and her attorneys, in efforts to cover up the frauds in the state and federal courts.

Joanna has further used fabricated evidence, in addition to unsupported false claims, to frame Patricia Sahn Jr., her **LEGALLY DISABLED** sister with a traumatic brain injury since childhood, where suddenly Joanna begins falsely accusing her sister of financial elder abuse against their mother to obtain the Injunction and remove and separate her sister and mother, leaving her mother wholly isolated from family and friends since.

The Guardianship was ALSO sought by Joanna to silence her mother as a witness (witness tampering) in a criminal complaint Joanna and her girlfriend have against her sister Patricia Sahn Jr. and AGAIN silence her mother as a witness to crimes her daughter Joanna was committing against her and in the foreclosure case previously reported to PBSO in CASE #22099659 and frauds in a Federal Bankruptcy court.

Since gaining the Guardianship over her mother, Joanna and her cousin (from Walter Sahn’s side of the family) who became the Guardian, Charlie Revard, have instantly moved to isolate Patricia Sahn Sr. from family and friends and have placed her under 24/7/365 watch by a contracted nursing service that acts almost in a body guard capacity, watching her every movement, even at a recent Thanksgiving at a relatives house. This despite the fact that the Guardianship was not called for due to a medical need, rather based on Joanna’s claims that she was in “**imminent financial danger**” of her sister Patricia Sahn Jr. as a financial predator. Note from Patricia Sahn Sr. handwritten statement exhibited further

herein as [Exhibit 01 - Page 01](#), Patricia Sahm Sr. was afraid of Joanna Sahm, NOT Patricia Sahm Jr. and accused Joanna of stealing her pension and social security funds and wants her jailed.

Patricia Sahm Jr. was removed from the house where she lived with her mother based in large part on the fabricated evidence and perjured statements made under oath in affidavit submitted by Joanna through her cousin Charlie (who also wrote a perjured sworn statement) and their lawyers, further isolating Patricia Sahm, Sr. and causing her massive emotional harm and abuse.

From an excerpt from witness Michele Weppner's statement in [Exhibit 02 - Pages 04-07](#),

Since Joanna Sahm has put a restraining order on her sister for not being able to see her Mother (Patricia Sahm) or speak to her it has made Patricia Sahm (Aunt Patsy) more isolated and confused. She tries to call Patty Jr. multiple times a day. Patty Jr has NOT spoken to her Mother or seen her. Patricia Sahm (Aunt Patsy) has been calling my husband multiple times a day while hes at work. We decided I would start going over to check on her and be with her and talk. She's constantly asks why she can't see Patty Jr. I can't say what I want to say because I know it would upset her. I find it ironic that Joanna Sahm is saying her sister Patty Jr. is abusing her, well I believe Joanna Sahm is abusing her Mother by not allowing to see Patty Jr. That's Elder Abuse!!

Patricia Sahm Jr. was removed from the home the day the injunction Order was issued against her and has not seen her mother since for several months. Joanna

and her lawyers have a vested interest in seeing Patricia Sahm Sr. silenced, isolated and/or dead via the Guardianship as they are subject to arrest for crimes they were committing in state and federal courts against her as stated in the original PBSO complaint and now this supplement, where Patricia Sahm Sr. is a major witness against them.

According to a status report of the original complaint, Palm Beach Sheriff Office contacted and tipped off on March 31, 2023 one of the main perpetrators of the frauds on the courts and on Patricia Sahm, Sr., attorney perpetrator Robert Sweetapple, Esq., who then within days began to create a reason to have Patricia Sahm Sr. committed to a predatory guardianship where she could no longer legally identify him and Joanna to PBSO as committing frauds against her and her daughter Patricia Sahm Jr.

Since PBSO ceased to investigate the matters after speaking to Sweetapple according to the report, wherein Sweetapple provided false and misleading information to the PBSO to derail the complaint, Sweetapple has since succeeded in getting the witness against him, Patricia Sahm Sr., silenced through a predatory guardianship. All of the actions taken in these efforts to imprison Patricia Sahm Sr. in a predatory guardianship to silence her legal rights and deny her due process **entirely**, are criminal statute violations. This is a true and evil predation on a vulnerable elderly person and a brain injured disabled person. PBSO should engage any elderly adult protection agencies, the ADA and any other investigatory bodies that protect elderly and disadvantaged parties from predators exploiting them.

Joanna Sahm has worked diligently against her mother and her disabled sister since her father Walter Sahm's death in Jan 2021 to conceal millions of dollars her mother has in primarily cash accounts that we have learned of through RECENT court filings. Joanna was finally exposed, as evidenced in the original PBSO report, running a series of bizarre frauds with her counsel Sweetapple and Shraiberg in state and federal courts, where it was unknown that Joanna was filing court documents on behalf of her deceased father as if he were alive and forging her mother's signature and failing to disclose that she was signing her mom's name using an alleged and undisclosed POA, each instance of this failure to identify herself acting under a POA, a forgery.

Joanna was exposed in the fraud in federal bankruptcy court along with her attorneys Sweetapple and Shraiberg by attorney at law Inger Garcia, Esq. on the record. Joanna further learned that her sister Patricia Sahm Jr. had spoken to the Bernstein's and learned of the undisclosed foreclosure judgment amount (approx. 340,000.00) that Joanna had concealed from her sister and mother. Joanna, after learning her sister knew of monies she was concealing from the family, appears to have begun a campaign to get rid of her sister, in addition to her mother.

Shortly after learning her sister and now mother knew of the money and were asking questions, Joanna showed up at her mother's house with her girlfriend Olga (who Patricia Sahm Sr. refers to as the "devil", as she is a devout Catholic and does not approve of homosexuality) and began a fight with her sister that resulted in her sister grabbing an unloaded weapon in her mother's home and telling them to get out or else. Patricia Sahm Sr. stated when I asked her what happened that day, that if Patricia Jr. did not pull the unloaded gun out, she would have pulled the gun and

told Joanna and her life partner Olga to get out or words to that effect as they were causing trouble in her home.

At that time neither Patricia Sahn Jr. nor Patricia Sahn Sr. knew that Patricia Sahn Sr. had 3.5 MILLION + in liquid assets and that Patricia Jr. was a 1.75M beneficiary of that money with her sister when their mother eventually passed. The only one who knew anything about the family finances left by Walter was Joanna, who was telling both her mother and sister that they had very little money and leaving her mom with a de minimis stipend of approx \$250/week in her bank account and letting the house her sister lives in, owned by the family, fall into an unsafe housing situation.

Patricia Sahn Jr. was charged with “**Aggravated Assault with a Deadly Weapon without Intent to Kill**,” was Baker Acted and released within days and now faces those charges in criminal court. You will see herein that Joanna Sahn has consistently misrepresented to courts and authorities in pleadings and other sworn statements that her sister was charged with “**ASSAULT WITH A DEADLY WEAPON**”, a much more serious charge than actually charged with, creating the impression to authorities that her sister is a much bigger threat than the actual charges support in order to easily get new trumped up charges against her. Keep in mind that Joanna is supposed to be protecting her disabled sister since her father’s death and taking care of her financially and instead is fighting to have her incarcerated and starving her out of house and home. Finally, their mother is a witness on the side of Patricia Sahn Jr. not Joanna for the criminal allegations!

From the Petition For Injunction, Page 8,

“This altercation resulted in Respondent being charged with *assault with a deadly weapon*, and the issuance of an injunction and final judgment against the Respondent in Palm Beach County Circuit Court. See case numbers...” This appears a perjured, under oath, statement in the Petition.

We fear that to silence Patricia Sahn Sr. further they may now medicate her to death or isolate her to death, especially as authorities are notified and begin investigations. We also fear that Patricia Sahn Jr. is in jeopardy of her sister having her incarcerated, Baker Acted or otherwise setup to separate her from her portion of inheritance in the event their mother does die, as it appears that Joanna acts and feels as though all the money is already hers². I hate to say I told you so to PBSO but I did forewarn in the original complaint that once Joanna and her attorneys found out that Joanna’s POA was revoked and she had new counsel representing her interests they would try to force her into guardianship to suppress her voice and that is exactly what they have done, right before our noses.

From her own words below in a handwritten statement, Patricia Sahn Sr. prior to being placed in a Guardianship and fearing for her life from Joanna, spoke about what she thought her daughter Joanna was doing and how she wanted her removed entirely from her affairs. Instead, Joanna and her lawyers have attempted to flip the script through lies and fabricated evidence to claim it was Patricia Jr. who is a threat to her mother. Patricia Sr. handwritten and sworn statements herein are further backed up by a long line of both family and friends statements that support her claims, see ([Exhibit 01 - Patricia Sahn Sr. Reference Letters](#)) and ([Exhibit - 02 - Patricia Sahn Jr. Reference Letters](#)). Finally, note that in Patricia Sr.’s letter below, she is primarily focused on her FL State Pension and Social Security

² Witness Michele Weppner has more information regarding Joanna’s statements about the family finances.

monies, wholly unaware at the time she wrote this letter prior to the guardianship, that she has 3.5 Million Dollars in liquid cash type accounts, as evidenced in the Petition for Injunction ([Exhibit 03 - Page 11-13 of Petition for Injunction - Assets of Patricia Sahm Sr.](#)) that she did not learn of until the Guardianship Petition for Injunction, over almost three years after Walter's death.

June 26, 2023

To whom it may Concern. I want my daughter, Joanna Sahm to STOP any and all Financial Controls she may Think she has over me regarding my Finances!

This money - my Teaching Pension and my Social Security Check have not come to me for many months now! Joanna is Stealing these pensions from me somehow through the Mail.

This is Elder Abuse and theft! Joanna, unfortunately, is a Liar and a THIEF! She needs to be Stopped and/or Put in Jail!

I want her to Stay away From me! I would hope that the Time I have left could be spent in Peace and quiet, with out worry, as well as having my "Hard earned money" coming TO ME That I have a Right to!!

Sincerely,
Patricia Sahm

My Successor should be my Nephew Charlie Revard and OR Christopher Weppner who lives in Boca. (Charlie lives in Indpls, Indiana)

PERPETRATORS

1. Joanna Sahm
2. Robert Sweetapple, Esq.
3. Bradley Shraiber, Esq.
4. Nelson Mullins Riley & Scarborough, LLP
 - a. Eileen Teresa O'Malley
5. Kitroser Law Firm
 - a. Mitchell I Kitroser, Esq.
 - b. Clara Crabtree Ciadella, Esq.
 - c. Kathryn N. Lewis
6. Dr. Stanley _____ Bloom?
7. Chesires
8. Doug Collier
9. Charlie Revard (Maybe being influenced by Joanna Sahm)
10. All prior Perps listed in original PBSO complaint.

VICTIMS

1. Patricia Sahm Sr.
2. Patricia Sahm Jr.
3. Eliot Bernstein Family
4. Kevin Hall
5. State agencies being used in false prosecution
6. All prior Victims listed in original PBSO complaint.

WITNESSES

1. Inger Garcia, Esq. - (954) 451-2426 - Attorney for Patricia Sahm Jr. and Eliot Bernstein Family
2. Amber Patwell, Esq. - Office: 727-776-1617 - Attorney for Patricia Sahm Sr.
3. David Kubiliun, Esq. - (305) 789-2712 - Criminal Defense attorney for Patricia Sahm Jr.
4. Chris & Michele Weppner (Blood Relative Patricia Sahm Sr.) - (561) 674-1986
5. Julia Jones - 561-414-0327 - Sahm Family friend
6. Patricia Sahm Sr. - 352-913-1098
7. Patricia Sahm Jr. - 561-715-6848
8. Kevin Hall - 518-755-8128 - Bernstein Family Realty LLC, Manager
9. Eliot and Candice Bernstein 561-886-7628 - Sahm family friends
10. Sam Sugar, MD, - 847-571-4323 is a medical doctor and a founder and president of Americans Against Abusive Probate Guardianship (AAAPG) - Did Medical competency exam of Patricia Sahm, Sr.

11. Hillary Hogue - 239-682-4249, Ward Advocate - Florida Court Clerks & Comptrollers (FCCC) The Guardianship Improvement Task Force.
12. William Stansbury - 561-271-6021 - Eliot Bernstein and Sahn family friend
13. Rick Black - Center for Estate Administration Reform (CEAR) - 804-564-5330
14. Leslie Ferderigos, Esq. - Retired Florida bar member - 407-502-2901- Eliot Bernstein family attorney
15. Arthur Morburger, Esq. - Retired Florida bar member - 786-626-2526- Eliot Bernstein family attorney
16. All Parties listed as Witnesses in original PBSO complaint.
17. All Parties named in Exhibit 01 - Patty Sahn Sr. letters
 - a. Tom & AnnaMaria McGinty 352-391-2300 - Patricia Sahn Sr. and Walter Sahn lifetime friends
 - b. Larry & Zella Linn 561-251-2047 & 561-251-7517- Patricia Sahn Sr. and Walter Sahn lifetime friends
 - c. Karyn Lee Keys 352-633-1582- Patricia Sahn Sr. and Walter Sahn lifetime friends
18. All Parties named in Exhibit 02 - Patty Sahn Jr. letters
 - a. Julia Jones, R.N. - 561-414-0327 - Sahn family lifetime friend
 - b. Anita Liebowitz -914 -391-3408 ag11231@aol.com - Patricia Sahn Jr. friend
 - c. Carol Hartmanis 561-281-3442 - 126 Sea Island Terr. Boca, 33431- Patricia Sahn Jr. friend
 - d. Carol Berns - 828-783-8437 - Carol Berns & Ted Silver - Bannerelkcarol@gmail.com - Patricia Sahn Jr. friend
 - e. Barbara Norris - 314-713-9960 - 230 Aus n Oaks Dr. Moscow Mills, MO 63362 - Patricia Sahn Jr. friend
 - f. Keely Sisco - 828-387-6565 - keelysisco@yahoo.com - Patricia Sahn Jr. friend
 - g. Rob & Christy Boisey - (434)329-2281 ftgulcm@gmail.com - Patricia Sahn Jr. friend
 - h. Monica Franco - 561-699-9657 - mossage2000@hotmail.com - Patricia Sahn Jr. friend
 - i. Michelle Vequiz - 828-260-6332 michi-38@hotmail.com - Patricia Sahn Jr. friend
 - j. Oliva and Justin Guiton - 828-832-6763 jdeanguiton@gmail.com - Patricia Sahn Jr. friend
 - k. Natasha Coffey - 954-881-0661 anbmom16@yahoo.com - Patricia Sahn Jr. friend
 - l. Ruth Marinacci 954-461-5031 - Patricia Sahn Jr. friend

- m. Marylin Ramo - (828) 898-8338 - Patricia Sahm Jr. friend
- n. Tom & AnnaMaria McGinty - Sahm family lifetime friend
- o. Julie Pitzferro - jjpitz@icloud.com - Patricia Sahm Jr. friend

PUBLIC SERVICES BEING VICTIMIZED THROUGH FRAUD WASTE AND ABUSE OF JOANNA SAHM AND HER COUNSEL.

1. Palm Beach County Civil Courts
2. Palm Beach County Criminal Court
3. Palm Beach County Sheriff Office
4. Office of State Attorney Dave Aronberg
5. Domestic Violence advocate at Boca Raton PD

LAYMAN ALLEGED CRIMINAL ACTS

1. False reports to law enforcement authorities.
2. Planting manufactured evidence to frame someone to FLorida State courts and prosecutorial offices for crimes they did not commit.
3. Multiple False and Forged documents to court.
4. Obstruction via simulated legal process.
5. Obstruction - Witness tampering.
6. Perjury
7. Kidnapping of legal due process rights.
8. Mail & Wire fraud.
9. Elder Financial Exploitation.
10. Elder Abuse.
11. Fraud on State and Federal courts.
12. Fraud on Patricia Sahm Sr.
13. Fraud on Bernstein family.
14. Fraud and Conspiracy.

EXHIBITS FOR THIS SUPPLEMENT ONLINE @

<https://iviewit.tv/Simon%20and%20Shirley%20Estate/20231120%20PBSO%20SAHM%20ADDENDUM/> also uploaded as PDF's to PBSO.

TIMELINE OF PERTINENT EVENTS & EXHIBITS

1. From a witness statement in [Exhibit 01](#), a bit of history from Walter's best friend of 58 years as to what is going on with the guardianship and who is behind it.

May 16, 2023

Ms. Amber Patwell

Re: Patricia Anne Sahn

Dear Ms. Patwell,

Patricia Anne Sahn, "Pat", has been a dear friend of ours for many years, 58 years for Tom, and 37 years for Maria. Throughout these many years Pat has always been good natured, thoughtful, gracious, sweet and a great friend. She hasn't changed.

Pat was shaken to the core by the passing of her dear husband, Walter Sahn, during the pandemic. Since then, she has accepted her loss and though she wishes Walt had survived to be with her now, she has done her best to move on with her life. She stays active and is healthy.

Pat called us recently and stated that her daughter, Joanna Sahn, has started proceedings to render Pat incompetent. She was really shocked and very upset. We, too, were shocked! We speak often with Pat and we think she's fine. We had lunch together frequently before Pat moved to Boca Raton, and she was always on time, looked great, was wonderful company and in control of herself. She also had lunch and went shopping with other friends and played tennis every week.

Pat feels this whole thing is a money grab by Joanna and her life partner, Olga Esterson. Neither of them has worked for quite some time and Pat knows that Olga is a gambler, and they're always going somewhere to gamble. Joanna calls Pat and screams at her, which truly upsets Pat and us, too.

Unfortunately, Pat has been deeply hurt by Joanna's actions and intentions. She can't believe her daughter is doing this to her. She related all of this to us herself, in her own words, sharing her own feelings, which we feel she could not do if she was incompetent! Pat deserves peace, happiness and security at this time in her life, not mental and emotional anguish, turmoil and hurt. Pat is a strong person but she's devastated by this.

Sincerely,



Tom and AnnaMaria McGinty

7225 SE 172nd Hazelwood Loop

The Villages, FL 32162

352-391-2300

ammcginty@aol.com

2. Oct 18 2019 Settlement terms were drafted in Patricia Sahn Sr. handwriting for 200k, to settle the total amount of the Bernstein Note and all expenses at that time. ([Exhibit 04 - 20191018 Walt Sahn Proposed Settlement of Mortgage between Sahn Rev Trust and BFR](#))
3. On July 01, 2020 Walter Sahn allegedly changed his will via codicil to remove Patricia Sahn Jr. as **co** PR and Trustee of the estates and trusts and make Joanna Sahn the **sole** PR/Trustee with a nephew Charlie Revard as successor replacing Patricia Jr. entirely or put anyone in to represent her rights, despite the fact that Walter Sahn knew of the great rifts between his daughters. This left Patricia Sr. and Patricia Jr. at the whim of Joanna. The Codicil does not appear to be done by a law firm and was witnessed by parties that are now managing the money with Joanna Sahn, which appears a large conflict of interest. ([Exhibit 05 - 20200701 Walter Sahn Codicil to 1999 Will](#))
4. Jan 05, 2021 Walter dies and no notice is given to the courts or litigants of the death and no required substitutions take place or transfer of Walter's interest to Patricia Sahn Sr. as sole survivor or to Walter's estate as the successor.
5. Immediately after Walter's death, his daughter Joanna takes over all the family's financial affairs and conceals all the information from her mother, who is self proclaimed to be not very good in financial affairs, and her sister. Walter always took care of all the financial needs for his daughter Patricia Sahn Jr. who has suffered from a traumatic brain injury since childhood and has been legally disabled since. Walter took care of all the needs for Patricia Jr. knowing of her brain injury and disability. In addition Walter had settlement funds set aside for Patricia Jr. for her injury lawsuit since she was a child, which ceased after Joanna took over that money too, without

explanation or accounting, right at the time she needed funds to retain counsel for the trouble she got herself into with Joanna.

6. On June 01, 2021 Joanna Sahn through counsel filed a will and Codicil in Marion County Probate court. **6 months** after Walter's death³.
7. When Walter died, Joanna Sahn begins to take over the foreclosure litigation and starts to fraudulently file documents on behalf of her deceased father without disclosing her father's death for over 2 years to the court or litigants until she is finally forced to come out in the open after being exposed in Federal Bankruptcy fraud
8. Walter Sahn continues to file pleadings for years after his death in state court, NOT THE ESTATE PR, and it should be noted by PBSO that the attorney-client relation ceases on the date of death, making all of Sweetapple's filings in court after that date frauds on the court.
9. At the time of Walter's death, Joanna also **secretly** takes over her mother's interests in the lawsuit, allegedly through an **undisclosed Power of Attorney "POA"**. Third parties like the courts and the litigants were not presented the POA and thought the litigating party and signatory was actually Patricia Sahn Sr. Joanna, nor her attorneys, ever presented third party courts (State and Federal) or litigants with the POA she was allegedly acting under, and Joanna did not sign documents as legally required by noting her POA next to the signatures, thereby constituting forgeries. These actions of Joanna represent a multiplicity of breaches of fiduciary duties not only civilly but criminally. Joanna also signed the documents trying to

³ 732.901 Production of wills.—

(1) The custodian of a will must deposit the will with the clerk of the court having venue of the estate of the decedent within 10 days after receiving information that the testator is dead. The custodian must supply the testator's date of death or social security number to the clerk upon deposit.

closely replicate her mother's signature so no one would know it was really her.

10. Joanna's attorney Robert Sweetapple also fails to notify any parties of Walter's death or Patricia Sr.'s POA and he continues to file in dead Walter's name (and continues now for over two years) and Patricia's name without presenting even to this day Joanna's POA to the court. Again, an attorney's legal relationship and representation with his client ends the day of the client's death, so all filings in Walter's name by Sweetapple are fraudulent and void including those just recently filed in Walter's name over two years after his death in the foreclosure proceeding.

11. From Joanna Sahn's affidavit in a Petition for Injunction ([Exhibit 06 - 20230724 AFFIDAVIT OF JOANNA SAHM Pages 74-80 from 20230725 Petition for Injunction against Patty Sahn Jr](#)) filed July 25, 2023 she states

“13. As my Mom had not been previously acquainted with the Defendants nor personally participated within the Bernstein Foreclosure, this was shocking to me.” This is an Admission that after Walter's death, Pat SR. was not involved in the Foreclosure litigation and that Joanna was driving the fraudulent litigation train and fraudulently forging illegal filings with her lawyer Sweetapple and others, including an affidavit by Patricia Sr. allegedly signed on December 15, 2021. ([Exhibit 07 - 20211215 Signed Affidavit Patricia Sahn for Summary Judgment](#))

Joanna's statement in the affidavit that her mom knew nothing about the litigation completely contradicts the statements in her mom's affidavit, which claims Patricia Sr. knows everything about the foreclosure proceedings and was very involved. One of the two affiants is obviously lying under oath in their affidavit, PBSO needs to investigate which one.

12. Joanna's affidavit ([Exhibit 06 - Page 74-80 of Petition for Injunction - AFFIDAVIT OF JOANNA E. SAHM IN SUPPORT OF PETITION FOR INJUNCTION FOR PROTECTION AGAINST EXPLOITATION OF VULNERABLE ADULT](#)) exhibited above completely contradicts the statements in Patricia Sahm Sr. affidavit for Summary Judgment, which claims she is fully aware of the litigation and all matters relating to it. Patricia Sahm Sr. also writes a sworn statement later ([Exhibit 08 - April 19, 2023 Patricia Sahm Sr. Sworn Statement](#)) that states she knew nothing about the litigation and did not know or ever meet attorneys Robert Sweetapple or Bradley Shraiberg, again contradicting everything Patricia Sr. allegedly stated in the affidavit for Summary Judgment in December 2021.
13. On presentation of the affidavit to Patricia Sahm Sr. she stated to Eliot Bernstein and others that she did not recall ever signing or writing the affidavit and astutely asked why she would be speaking of Walter in the present tense when he was dead for a long time when the affidavit was signed. She did state the signature kind of looked like hers but was unsure.
14. From Joanna's affidavit in the Petition for Injunction she also states the wrong charges she and her girlfriend have against her sister, "Respondent obtaining a gun from the Vulnerable Adults residence, pointing the gun at Joanna and her partner, and threatening to kill them both, This altercation resulted in Respondent being charged with **assault with a deadly weapon.**" Which is Not TRUE as Patty Jr. was charged with "**aggravated assault with a deadly weapon without intent to kill**", a much less serious charge. **Another instance of a perjured statement under oath filed in a state court.**
15. August 05, 2021 Sweetapple and Joanna File Summary Judgment and failed to file a legally required Affidavit for Walter as required with it.

Walter at this point of filing was dead for 8 months. An Affidavit was done, apparently forged by Joanna, as if it was signed by Patricia Sr. on behalf of her and Walter, and she fraudulently failed to notify parties she was signing as a POA for her mother. SUSPICIOUSLY no signature or separate affidavit was filed by Walter as required. This falsified, forged and fraudulent affidavit was only later sent to Judge Kastrenakes by letter through US Mail from Sweetapple, which was never docketed in the court record with the Summary Judgment as required. Walter wholly failed to file a signed affidavit with his Petition for Summary Judgment and it appears that they tried to use Patricia's affidavit for Walter too, again without disclosing to parties that he was dead. Joanna and counsel Sweetapple again failed to notify the court or litigants of Joanna's alleged POA or that she was PR of the estate of Walter and acting in either of those capacities.

16. December 23, 2021 Final Judgment was issued to Walter, now dead for approximately a year and not his estate and to Patricia Sahm, Sr. not Patricia Sahm, Sr. through her POA agent Joanna. The total fraudulently gained judgment was \$353,574.68 awarded to a dead person and Patricia Sahm Sr. who had no idea of the litigation or her financial interest in it.
17. Kevin Hall and Eliot Bernstein then discovered that Walter Sahm was dead from William Stansbury and began searching courts in multiple states for any information on his death and any information on the filing of an estate.
18. March 07, 2022 William Stansbury writes an affidavit regarding the Foreclosure action to expose several truths that were concealed from the court by Sweetapple, Joanna and others. ([Exhibit 09 - 20220307 William Stansbury Sworn Statement Affidavit Regarding BFR](#))
19. June 08, 2022 attorney Inger Garcia exposes to Federal BK Judge Eric Kimball that there is fraud upon the court by attorneys in the state court

action and federal bk action. Garcia states that a deadman is filing documents and having hearings held in his name, 18 months after he died.

Page 21-22

17 THE COURT: It seems like a very creative
18 solution to file an involuntary petition under
19 circumstances where an entity has no manager who could
20 sign a voluntary petition. I wonder whether there was
21 somebody who advised them on that particular issue.

22 MS. GARCIA: Your Honor, all I can address on
1 that issue is that in the underlying case this entity
2 is part of the final judgment as it exists and nobody
3 brought up to that point either, so I think Judge
4 **Castranacis needs to be informed of what's really**
5 **going on so he can void the final judgment adnitio**
6 **(phoenetic) as fraud on the court.**

Page 17

6 **...this joinder that was filed for**
7 **Walter Saum and Patricia Saum was filed with a dead**
8 **man and at the last hearing counsel represented that**
9 **Walter Saum just passed away recently. I have the**
10 **death certificate and I provided it also to the**
11 **trustee that he died 18 months ago. The final judgment**
12 **was done in the name of a dead man. I plan on going**
13 **back to the state court to Judge Castranacis**
14 **(phonetic) who I respect because he was my professor**
15 **in law school, got me my first job with the State**
16 **Attorney Janet Reno. He's an incredible judge. He was**
17 **mised in the court, and I want to go back to that**
18 **court and correct his final judgment, but in the...**

[\(Exhibit 10 - 20220608 BK HEARING TRANSCRIPT INGER GARCIA
ESQ EXPOSES FRAUDS ON COURTS TO FEDERAL BK JUDGE ERIC
KIMBALL - BERNSTEIN FAMILY REALTY, LLC. CASE NO.: 22-13009\)](#)

LINK AUDIO

<https://iviewit.tv/Simon%20and%20Shirley%20Estate/20220608%20BK%20HEARING%20MAJOR%20FRAUD%20EXPOSED%20ON%20RECORD%20ED1.mp4>

20. June 08 or 09, after fraud was formally noticed to the Federal Bankruptcy court Judge, Eric Kimball, by licensed attorney Inger Garcia, attorney Bradley Shraiberg attempted to alter his initial Notice of Appearance for dead Walter signed as if he were alive **2 years** after his death and had retained counsel for his dead self. Weeks after filing it fraudulently for dead Walter, Shraiberg attempts to replace Walter Sahm with the Estate of Walter Sahm, espoused to be represented by Joanna Sahm as Personal Representative, although no proper substitution of parties was ever filed for the estate. Shraiberg at this time DOES NOT DISCLOSE THAT HE IS ALSO ACTING FOR PAT SR. through a POA of Joanna, which remains concealed from courts and litigants at that time and leaves Patricia Sr. in the action as if she were still participating directly, not her daughter Joanna.
21. June 13, 2022 William Stansbury gives Eliot a phone number to what he thinks is Patricia Sr. but instead it goes to Patricia Jr. in NC and Patricia Sahm Jr. states that she will give information to her sister Joanna who has taken over all family business matters after her father's death. She states that she or her mom know nothing about the Foreclosure, the Final Judgment or bankruptcies, as her sister tells them nothing about how much money Walter left to the family, how much the family has in net worth and where it is. Patricia Jr. is made aware that the final judgment was over \$350K and that she should be a benefactor of the monies.
22. August 25, 2022 Joanna states in bk court

a. “Joanna Sahn: Yes, I am, I am her [Patricia Sr.] pre-guardian and power of attorney. She has, um, documented cognitive impairment. **So I handle all of her affairs.**”

b. Joanna then states in hearing that she, NOT HER MOTHER, hired counsel Shraiberg...

“Bradley Shraiberg: Because of the filing of this involuntary proceeding, you obviously hired counsel, correct?”

Joanna Sahn: Correct.

Bradley Shraiberg: Uh, and that, that counsel was my law firm?

Joanna Sahn: Correct.”

[\(Exhibit 11 - 20220825 BK BFR HEARING JOANNA SAHM TESTIMONY AND SANCTIONS FOR BERNSTEIN CHILDREN\)](#)

(LINK TO HEARING AUDIO -

<https://iviewit.tv/Simon%20and%20Shirley%20Estate/20220825%20BK%20BFR%20HEARING%20HIT%20JOB%20KIMBALL%20SANCTIONS%20BOYS.mp4>

c. This statement to the Court by Shraiberg that his client is Joanna, not Patricia Sr., makes all his prior claims to the court and litigants that Patricia Sahn Sr. was his client perjured statements to advance fraud.

23. Joanna however, again signed her mother’s name without disclosing her POA on the Shraiberg retainer ([Exhibit 24 - 20220428 SAHM-SHRAIBERG.RETAINER-BANKRUPTCY](#)), again forging her mother’s name as if it were her mother signing it. Patricia Sr. claims to Kevin Hall and Eliot Bernstein that she never met attorneys Shraiberg and Sweetapple and so states that in her sworn notarized statement signed 4.19.23. ([Exhibit 08 - April 19, 2023 Patricia Sahn Sr. Sworn Statement](#))

24. January 24, 2023 Patricia Sahn Jr. was arrested for “**aggravated assault with a weapon without intent to kill.**”
25. Inger Garcia, Esq. then contacted attorney John Raymond, Esq. of the law firm, Nelson Mullins Riley & Scarborough, LLP, for the Estate of Walter Sahn and spends weeks negotiating a settlement with the Estate. Only to find out that estate has no interest in the judgment or note as it is not part of Walter’s estate inventory, implicating that Joanna and Shraiberg told the federal bankruptcy court falsely that it did have an interest. Witness Garcia has pertinent communications regarding her interactions with Raymond and PBSO should obtain such directly from her.
26. In fact, from Joanna and attorney Shraiberg misleading statements to the Federal Bankruptcy Court, the estate got an interest in a judgment against 3 Bernstein children in the name of Walter’s estate, again per Raymond the estate has no interest in the mortgage, foreclosure lawsuit or bankruptcies. This represents a fraud on the Bernstein children obtaining a court order through fraud on the court and fraudulent documents submitted to the court to obtain such.
27. Kevin Hall contacts Patricia Jr. after finding her number in the Court papers regarding gun charges with her sister Joanna and begins a series of calls over the ensuing weeks. It should be noted here that the phone number in NC William Stansbury had given Eliot Bernstein to contact Patricia Sr. was no longer active and on information and belief, Joanna Sahn had the number disconnected so that the Bernstein’s could not contact Patricia Jr. and share any information with her or her mother.
28. Patricia Sr. begins listening to calls with Patricia Jr. and Kevin Hall and then Patricia Sr. joins in the conversations with Kevin. Kevin gets Eliot also on the line repeatedly over the ensuing weeks to speak directly with Patricia Sr.

in efforts to reach a reasonable settlement with Patricia Sr. who is now claimed to be the sole owner of the mortgage and judgment after Walter's death.

29. Patricia Jr. was not part of the settlement discussions with her mother, she was fearful that if she said anything her sister would hold it against her or turn it around to further prosecute her in her criminal complaint. However, Patricia Jr. did lend her phone to her mother to speak with parties and used her email address to receive important documents for Sr. to review in making her decisions of what to do and took her to get documents notarized, copied, etc.
30. From Patricia Sr. 's sworn statement ([Exhibit 08 - April 19, 2023 Patricia Sahn Sr. Sworn Statement](#)) she states she does not know about the foreclosure and bankruptcies or final judgment. She is horrified to learn what Joanna has been doing in her name without her knowledge or consent.
31. It was apparent to Kevin Hall and Eliot Bernstein that she literally had no idea as when presented information and court filings showing she forced the three Bernstein children into bankruptcy, she thought we were nuts as she stated she or her husband would never have harmed the Bernstein's as they were family friends for many years. Walter and Simon Bernstein were business partners, until Simon bought out his business and his home, enabling the Sahn's to retire to a grand pasture for the elderly in the Villages of Florida.
32. From Patricia Sr. 's sworn statement she states she has had NO involvement or knowledge of any of the court cases or attorneys involved since Walter's death and that she would never do this to the Eliot Bernstein family. She does state that the attorney she recalled Walter working with was his longtime friend and counsel, John Cappeller, Esq. and she also remembers

several other prior family attorneys but claims she has never met or heard of Sweetapple or Shraiberg and knew nothing about them and had never been to their offices.

33. On March 28, 2023 a first Power Of Attorney Revocation was signed by Patricia Sahm Sr. revoking Joanna Sahm as her POA agent. Patricia Sr. was also very concerned that her bank account that used to have her pension and social security monies in it monthly was now left with a very small weekly stipend of money that Joanna controlled. She felt Joanna was stealing this money possibly, leaving her with a few hundred dollars a week and she wanted Joanna removed from the account and all her financial matters. ([Exhibit 12 - 20230328 Patricia Sahm Sr Power of Attorney POA Revocation 1st removing Joanna Sahm](#)) She also stated that she was meeting with new estate planning counsel to remove Joanna from her fiduciary controls over their family legacy and was thinking of writing Joanna and her girlfriend out entirely from the family monies.

34. On March 31, 2023 Palm Beach County Sheriff contacted attorney Robert Sweetapple tipping him off that there was a criminal complaint filed against him and others regarding fraud in the Sahm Civil Foreclosure case and the Bernstein's Federal bankruptcies. The criminal case was filed by Eliot Bernstein based on the fact that Plaintiffs Walter Sahm (deceased) and his widow Patricia Sahm Sr. (alive) were both being represented in court secretly by Joanna Sahm and her counsel, all who failed to disclose to the civil court and litigants that her father was dead and she was acting on her mom's behalf with a POA. ([Exhibit 13 - 20230413 PBSO Sheriff Updated Report Case 22099659](#))

35. From the PBSO report on this case

“ON 3/31/2023, I CONTACTED TRUST ATTORNEY ROBERT SWEETAPPLE WHO IS LISTED AS THE ATTORNEY OF RECORD FOR THE PLAINTIFF'S IN THIS CASE INVOLVING THE BERNSTEIN FAMILY TRUST. MR. SWEETAPPLE RESPECTFULLY DECLINED TO DISCUSS THE DETAILS OF THE CASE, AND STATED THAT MR. BERNSTEIN OR HIS LEGAL REPRESENTATIVES HAD PREVIOUSLY RAISED ALL OF THEIR OBJECTIONS IN COURT AND THEIR APPEALS WERE DENIED BASED ON THE EVIDENCE. IT SHOULD BE FURTHER NOTED THAT THE PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL WAS CONSULTED REGARDING MR. BERNSTEIN'S ALLEGATIONS OF MISCONDUCT BY PALM BEACH COUNTY JUDGES AND ATTORNEYS INVOLVED IN THIS CASE, AND THE INSPECTOR GENERAL'S OFFICE DECLINED TO INVESTIGATE THE ALLEGATIONS BASED ON THEIR LACK OF JURISDICTION.”

36. It should be noted that Robert Sweetapple misled PBSO in his statement to believe that Bernstein et al. had raised all the criminal matters contained in the PBSO complaint and that all objections and evidence were heard in CIVIL court and they had been fully adjudicated and appealed and denied. However, the claims made to PBSO by the Bernstein's are CRIMINAL allegations contained in the Florida Penal Code statutes and are NOT CIVIL statute violations and the criminal allegations and evidence were never heard in a CIVIL court or a CRIMINAL COURT. In fact, repeatedly Bernstein et al. were advised by civil court judges to take criminal fraud claims to the proper criminal authorities for investigations.

37. Attorneys Sweetapple and Shraiberg also knew at this time that Attorney Inger Garcia, Esq. had reported the criminal frauds going on to the Federal Bankruptcy court on June 08, 2022, whereby the judge advised parties to report the penal crimes to the proper criminal authorities for investigation, as Kimball was only a civil court judge.

38. Sweetapple now knew there were criminal complaints being filed against him with PBSO. He immediately worked in coordination with Joanna Sahn to create a scheme to silence Patricia Sahn Sr. from being a witness against them in the frauds at the state and federal courts, using the Guardianship court as the weapon to execute their scheme and artifice to defraud. Thereby, if successful, silencing the rights of a major witness against them who would no longer have legal rights or a voice in the matters, due to the Guardianship, to testify.
39. On April 12, 2023 Twig, Trade, & Tribunal, PLLC law firm signed a Legal Retainer with Patricia Sahn Sr. to settle with the Bernstein's for a fair and reasonable amount and represent her in the Bernstein Foreclosure case forward. ([Exhibit 14 - 20231025 Twig, Trade, & Tribunal, PLLC Morgan Weinstein SAHM SIGNED RETAINER](#))
40. The Terms of Weinstein's retainer clearly show Patricia Sr. is cognizant at that time that the settlement was for less than the foreclosure judgment amount that Joanna and her counsel had fraudulently obtained. Patricia Sr. did not know of any final judgment and was never given any settlement offers the Bernstein's and their counsel had made, as she stated she never spoke to or met her alleged counsel Sweetapple or Shraiberg due to Joanna acting without her knowledge or consent in the matters, using the alleged and undisclosed POA. Joanna had been hiding her judgment and all other family money information from both Patricia Sr. and Patricia Jr. and it appears if she would have collected the funds they would have never known or seen a dime.
41. From the Retainer with Twig, Trade...

Client. Our client in this matter will be Ms. Sahn [Patricia Sahn Sr.], and is referred to in this letter as the “Client.”

Scope. We are engaged to provide the Client with the following services: attempting to act as counsel with regard to Case No. 50-2018-CA-002317-XXXX-MB (AF), to the extent that our role will be to move to substitute into that case as counsel on the Client's behalf and, if allowed to substitute as counsel, negotiate the settlement of the claim in exchange for funds currently held in a court registry. It has been represented to us that: **(a) the funds in the court registry are less than the total amount of the judgment; (b) the Client desires to settle for that amount, notwithstanding the fact that the judgment is for a higher amount; and (c) the Client's daughter has been acting on the Client's behalf pursuant to a power of attorney that the Client has represented may have never been valid and has, prior to the our entry into this engagement, been revoked. Further, the Client is aware that her current counsel may attempt to seek fees from the Client in the event that the Client settles for less than the full amount of the judgment, which currently includes that counsel's attorneys' fees and costs.** You and we may agree to expand or limit the scope of our representation from time to time; however, any expansion or limitation must be confirmed in a writing signed by you and us. In the event that you do not wish to settle the claim as described above, you and we will come to a separate fee agreement regarding same.”

42. April 13, 2023 Patricia Sr.'s 2nd POA revocation was signed, revoking any / all POA's for Joanna, this 2nd one was done because she did not remember ever signing a POA for Joanna in the first place and did not have a copy of one after extensive search of her files. ([Exhibit 15 - 20230413 2nd POA Power of Attorney Revocation Patricia Sahn removing Joanna Sahn](#))

It should be noted that at this hearing when Bradley Shraiberg introduces himself and his client, he represents that he is now representing Walter Sahm's estate through Personal Representative Joanna Sahm and Patricia Sahm Sr. However, he is really representing Patricia Sr. through an undisclosed POA Joanna claims to possess, as Patricia Sr. has never met or retained him, again perjuring himself and more.

43. On April 13, 2023 Shraiberg and Joanna were notified officially via the federal bankruptcy service portal that Patricia Sr. had hired attorney Morgan Weinstein on 4/12/23 to write terms of a settlement for the foreclosure and had revoked Joanna's POA. See BK filing on April 13, 2023 ([Exhibit 16 - 20230413 BK Motion DEBTOR'S EMERGENCY SUBMITTAL Shows Notice of Settlement with Pat Sr and Joanna Revocation of POA](#)) THIS IS WHEN JOANNA FOUND OUT HER MOTHER HAD REVOKED HER POWERS AND WAS SETTLING THE FORECLOSURE CASE. IT IS HERE SHE BEGAN WITH HER ATTORNEYS TO SILENCE HER MOTHER THROUGH A GUARDIANSHIP and as her papers show it was based on a perceived and falsified threat of her sister.
44. It is now apparent that Joanna Sahm has all along since Walter's death been fraudulently FORGING her mother's name as if she were her mother signing and even attempting to make it look like her mother's signature. Joanna's forged signature of her mother's, not her mother's actual signature, is on all kinds of legal documents filed over several years and NONE OF THEM HAVE BEEN SIGNED BY JOANNA AS POA FOR HER MOTHER. These documents have been submitted to the Courts and other parties through United States Mail.
45. On or about April 13, 2023 Joanna or someone other than Patricia Sahm Sr. then called attorney Weinstein and fired him to derail her efforts to act

independently, impersonating Patricia Sahn Sr. as Patricia Sahn Sr. had no recall of doing such and thought it must be Joanna. The firing of Weinstein whom she had just hired caused Patricia Sahn Sr. significant delay in settling the matter as she had to find and retain a new attorney to settle the matter.

46. The replacement of counsel took several weeks before she met Amber Patwell, Esq. Patwell was referred to her by witness Hillary Hogue of Florida Guardianship Task Force. Patricia Sr. could not find a call to Weinstein to fire him on that day in her cell phone.
47. Attorneys, Shraiberg and Sweetapple and fiduciary Joanna, all knew after receiving the pleading in the federal bk court that the settlement was being done and Joanna had no active POA to act under or retain any counsel under in her mother's name any longer. Thus, the attorneys had NO client they were representing **and this is when they all instantly began to move to force Patricia Sr. into an un-necessary PREDATORY Guardianship** to silence her as a witness from stating she did not know them and also to try and stop the settlement, which terms were already decided between the counsel for the Bernstein's and new counsel for Patricia Sahn Sr., attorney Patwell.
48. Joanna rushed virtually overnight to get a Guardianship over her mother at all costs and created a sudden FICTIONAL EMERGENCY SITUATION falsely accusing her sister of being an elder financial predator and setting her up for all kinds of false claims of financial elder abuse.
49. Joanna now claimed that her mother **suddenly** was in "imminent danger" of Patricia Jr. who was living happily at home and taking care of her mother, AFTER the gun incident. Yes, all parties consented, including Joanna and

her girlfriend Olga, to Patricia Sahn Jr. living with her mother to take care of her daily needs, other than financial, which Joanna controlled, while the gun charges were being adjudicated.

50. To this point Joanna had made no claims of financial elder exploitation against her sister, including in her criminal complaints against her sister where she claimed her sister was not any threat to her mother.
51. On April 14, 2023 Joanna has her mom meet a Boca Raton Police officer, Desir, in the parking lot of a strip mall in Boca when she had told her mother they were just going to breakfast. Candice Bernstein and Eliot Bernstein were called by witness Michele Weppner (married to Chris Weppner, a blood relative of Patricia Sr. and witness in these all of these matters) who lives nearby to come to the parking lot where she had spotted Patricia Sr. and Joanna with the PD and was scared for Patricia Sr. being whisked off and kidnapped by Joanna. She asked that we bring a copy of the POA revocation to give to the PD to stop Joanna from trying to have her aunt taken away as she did not know exactly what was going on and asked if we (Candice and Eliot) would confront the PD with her, as she fears Joanna.
52. When we approached the officer and Joanna, Joanna was asking what to do if her mom was being imprisoned and abused by her sister and telling Boca PD about her gun charges against her sister, at the time she was carrying a large folder of documents in the criminal cases of her and her girlfriend Olga against her sister to persuade the officer. This was not just a chance encounter with PD in the parking lot as Joanna had prepared for it like a business meeting, her mother was in utter shock at what was going on and was visibly disturbed with Joanna.
53. When Eliot and Candice approached the officer with Michele and asked for a copy of the ensuing PD report and case number from the Boca PD officer,

he stated that PD was not doing anything and no formal case would be opened because Joanna said she was just seeking advice of what to do in a potential situation and Joanna did not want to have them go to the house to even check on her mom despite her wild claims of possible elder abuse. The officer rolled his eyes as if to say Joanna might be a bit crazy.

54. On April 17, 2023 Joanna had her mom again drive to a Boca restaurant (despite at this time claiming to courts that she has dementia and could not drive) and this time she abducts Patricia Sr. without warning and puts her into her car and takes her to an unknown location an hour away in West Palm Beach. She was unwittingly and unknowingly taken to a Law Office (believed to be Nelson Mullins Riley & Scarborough, LLP) where Patricia Sr. is interrogated for hours by attorneys and others, causing her to be shaken, confused and upset mentally.

55. Patricia Sr. believes she was filmed and taped that day and that the people were trying to confuse and entrap her. She is returned home hours later by Joanna and does not know who she met with or why she was taken by Joanna to meet them but feels competent she answered all their questions competently (stated she had some math problems). Hours after the meeting in WPB Joanna lawyers Nelson Mullins Riley & Scarborough, LLP file for a GUARDIANSHIP, Case No. 50-2023-GA-000245-XXXX-MB and for INCAPICITATION, Case No. 50-2023-MH-001072-XXXX-MB, without discussing any of it with Patricia Sr.

56.4.17.23 Joanna, to try and silence Patricia Sr., filed a petition for Incapacity (Case #50-2023-MH-001072-XXXX-MB) and for Guardianship (Case #50-2023-GA-000245-XXXX-MB), these filings were not for protection of her mother but as a litigation tactic used to silence a material and fact witness against Joanna and her counsel, both

in the state Bernstein Foreclosure case, the Federal Bankruptcy proceedings and in the Criminal complaints against her sister Patricia Sahm Jr. Note that Patricia Sahm Sr. is a material and fact witness for Patricia Sahm Jr. in her defense of the criminal charges filed by Joanna and her girlfriend Olga.

57. Prior to serving the Petition for Guardianship on Patricia Sr. and with no notice, Joanna and her counsel rushed to have an examining committee examine her, claiming to the Court she was in “imminent danger” of some kind of elder exploitation from Patricia Jr.
58. Per Joanna Sahm in the 7/25/23 filed Petition for Injunction filed by Charlie Revard is Joanna’s Affidavit dated 7/24/23, on Page 77, she states
- a. “19. On April 19, 2023, I was contacted by Robert Sweetapple, Esq., who had been representing my parents in the Bernstein Foreclosure. Mr. Sweetapple advised that he had just received a strange written statement from my Mom, that he was concerned as to her competency and had an obligation to advise the Court of the same.”
59. April 19, 2023 Patricia Sr. signs a sworn statement exposing frauds of Joanna and her intent to settle the Bernstein matter fairly. Patricia Sr. states she does not know or ever met Robert Sweetapple or Bradley Shraiberg. ([Exhibit 08 - April 19, 2023 Patricia Sahm Sr. Sworn Statement](#))
60. Also in the statement on 4.19.23 Patricia Sr. states she is fearful of what Joanna is doing and attempting to put her in a predatory guardianship and much more that shows the truth of what was happening at the time with Joanna. Nowhere at any time does Patricia Sr. or any of the many witnesses who have written statements regarding the matter exhibited herein mention Patricia Jr. as a problem or threat, yet many finger Joanna as the direct problem.

61. Until filing of the Injunction by newly appointed Guardian from Indiana, Charlie Revard, against Patricia Jr., neither Patricia Sr. or Patricia Jr. knew the family had 3.5+ Million dollars and only Joanna and her girlfriend knew. Joanna had bills paid for Patricia Sr. and only gave her a few hundred dollars a month for spending.
62. Joanna knew the family house in NC needed upkeep and told Patricia Sr. and Patricia Jr. she had no money to maintain the home according to Patricia Sahn Sr. and Patricia Sahn Jr., while letting her sister live in it as it decayed. Per Charlie Revard, in his Petition for Injunction, he claims the house is uninhabitable for Patricia Sahn Sr. to visit (a vacation home she has had for many years with many friends who live nearby) and Charlie claims Patricia Sr. cannot even go visit her daughter Patricia Jr. there due to dangers. The NC house is an asset of the Sahn family that Joanna has overseen and left to rot on her sister who lives there with her dogs and dogs she sits for and who apparently Joanna has had long term conflict with according to the Criminal Complaint statements made.
63. May 22, 2023 - Final Signed Settlement with Patricia Sahn Sr. and Bernstein family.
64. June 06, 2023 Dr. Sam Sugar provides an expert medical evaluation to the Guardianship Court and PBSO will find that Dr. Sugar also found suspect activity in the court examining report and concluded that Patricia Sahn Sr. was mentally fine and it appeared that Joanna Sahn was involved orchestrating this hit job on her mother. ([Exhibit 17 - 20230606 DR. SAM SUGAR MD MEDICAL EXAMINATION REPORT OF PATRICIA SAHM SR.pdf](#)) From that report...

“Apparently, the petition for guardianship is an outgrowth of a struggle between the two daughters for control of their mother’s life and control over their late father’s estate and assets. The primary concern for the petitioner Joanna appears to be about money, not the welfare of the AIP, her own mother.

There is great animus between the sisters for numerous issues. It even recently reached the point where Patty brandished an unloaded weapon at Joanna. “

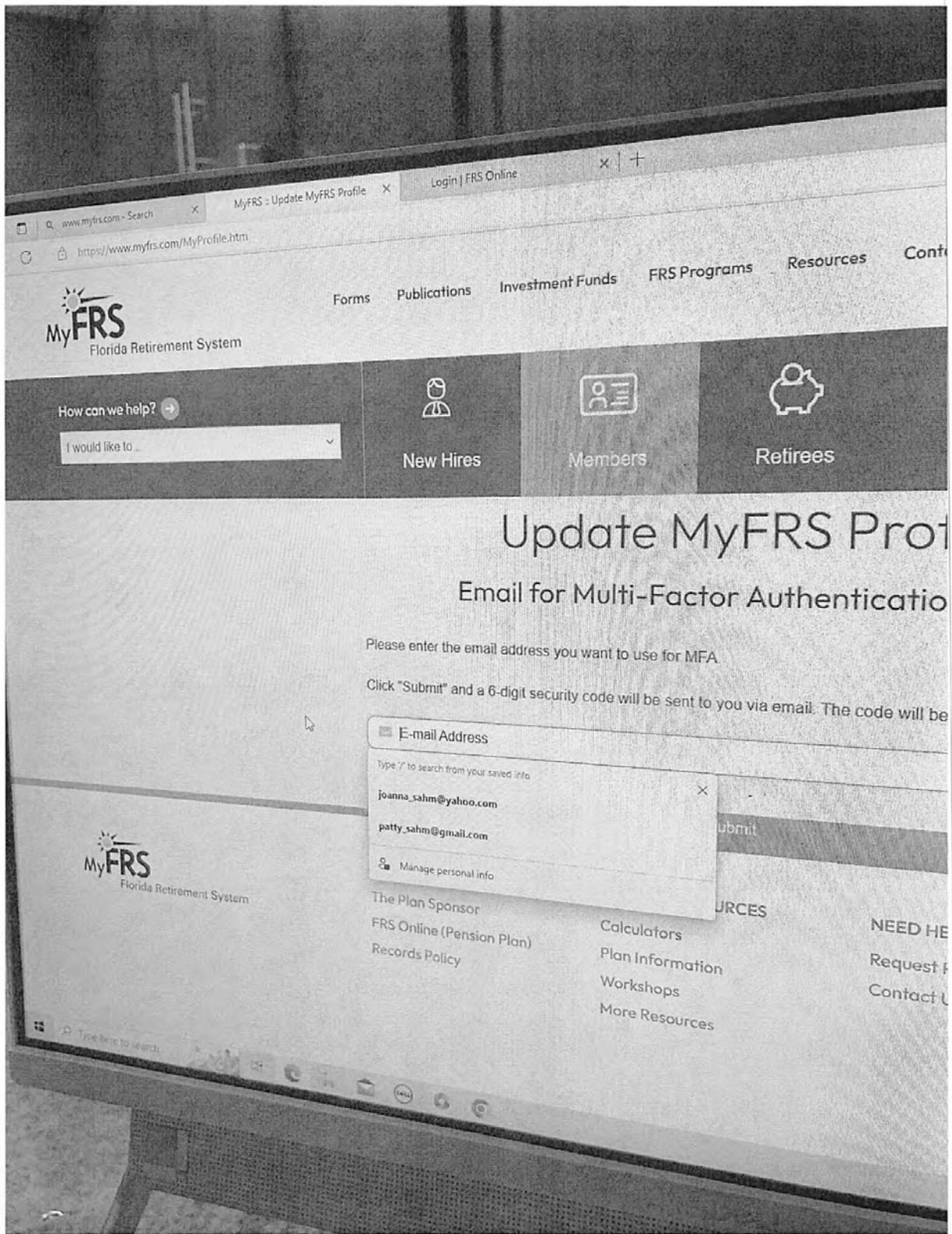
“Regarding finances, the AIP does not have the opportunity for us to know how adept she might be at handling all her finances, since her daughter Joanna has prevented her from knowing anything about her assets **and diverting all her income to herself and forcing her mother to request small transfers of money** for her daily needs.”

65. Also contained in the Sugar evaluation is information for PBSO concerning the parties who evaluated Patricia Sahn Sr. for the court and why the report is wholly compromised by conflicts of interest and the fact that Dr. Stanley Bloom is not a Florida Licensed Medical Doctor but rather an 86 year old Urologist licensed in NY. After contacting the Florida licensing board for doctors it was further learned that he had been denied an application in Florida several years earlier. The other parties involved also are related and therefore precluded from working together on an examining committee due to rules that prohibit such conflicts.

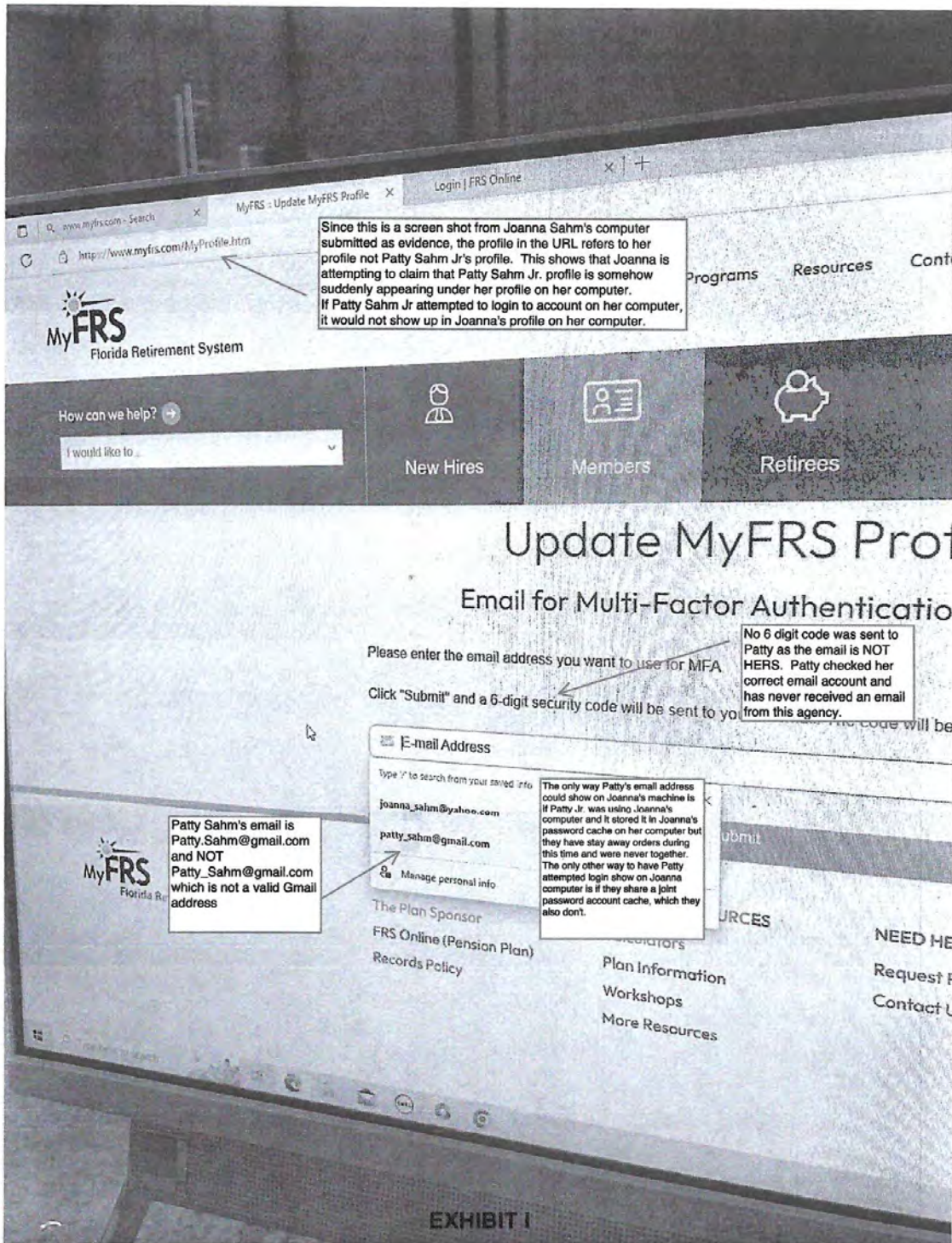
66. June 26, 2023 Patricia Sahn Sr. writes a handwritten letter fearing for her life from her daughter Joanna Sahn who she claims needs to be put in jail for a variety of reasons. ([Exhibit 18 - 20230626 Patty Sr Letter re Danger of daughter Joanna Sahn](#))

67. June 27, 2023 an Order appointing Limited Guardian, Charlie Revard was granted, ORDER DETERMINING INCAPACITY **(LIMITED)** DTD 6/27/23 JUDGE BURTON.

68. July 25, 2023 a Petition for Injunction Against Patty Jr. with FABRICATED EVIDENCE TO FRAME PATRICIA JR. was filed by Charlie Revard and his counsel Mitchel Kitroser.
69. The injunction contains a fabricated piece of “evidence”, EXHIBIT I, the highlight of Charlie and Joanna’s hit job of the injunction, used to frame Patricia Sahm Jr. to the State Court and State Prosecutors. ([Exhibit 19 - Pages from 20230725 Petition for Injunction EXHIBIT I FRAUD CLEAN COPY](#)) Joanna claims it is evidence that her sister is a financial danger to her mother as an Elder Financial Predator. The problem is the “evidence” is actually a creation by Joanna Sahm and given to Guardian Charlie Revard as proof of an attempted crime to steal pension funds from a Florida State Agency based upon a picture Joanna took of her own computer screen. Joanna claims to Charlie who puts it in the Injunction as Exhibit I that this evidences that her sister was trying to hack into the Florida Retirement System @ www.myfrs.com , to gain access to her mother’s account and steal the money from her, a very serious financial crime on many levels that would represent, if true, a grave danger to Patricia Sahm Sr. and constitute a real emergency.
- 70.



71. The problem with the EXHIBIT I above is that it shows two email addresses in **Joanna's profile** @ www.myfrs.com, one for Joanna at her email address Joanna_Sahm@Yahoo.com and allegedly one for her sister at Patty_Sahm@Gmail.com , HOWEVER THIS IS NOT PATRICIA SAHM JR.'s EMAIL ADDRESS, which is Patty.Sahm@Gmail.com. THIS DIFFERENCE BETWEEN AN UNDERSCORE _ and a PERIOD . makes the allegation wholly VOID against Patricia Sahm Jr. as this wrong email attempt in Joanna's profile is NOT DONE BY PATRICIA SAHM JR. Since the photo is taken of Joanna's profile from her computer the second address typed wrong must have populated from her cache on her computer. IN NO WAY DOES THIS IMPLICATE PATRICIA JR. who does not now or ever owned that wrong email using her name at Gmail but this evidence was used to create an "IMMINENT THREAT" in the minds of the Court and State Agencies and framed Patricia Jr. well for being an elder financial threat.
72. As a computer genius and inventor of digital technologies that have transformed your world, I, Eliot I. Bernstein, am disgusted with this computer fraud committed by Joanna Sahm to frame her sister and have done an analysis of the document for PBSO to review showing how feeble an attempt this is. Note that the document is a photo of allegedly Joanna Sahm's computer screen and not a screenshot and my remaining comments are on the document in notations below, see ([Exhibit 20 - EXHIBIT I from Petition for Injunction with Eliot Markup of Joanna Sahm Fabricated Evidence to Frame Patty Jr with comments](#))



73. THE INJUNCTION CONTAINS MANY OTHER ALLEGATIONS WITH **NO PROOF** AND TRUMPED UP EVIDENCE OF CRIMES TO CREATE APPEARANCE THE PATRICIA SAHM SR. is in IMMEDIATE DANGER OF FINANCIAL PREDATION by JR. and a crazed felon guilty of Assault with a Deadly Weapon (again the wrong charge against her.)
74. THE CLAIMS IN THE INJUNCTION ARE SURREAL, LUDICROUS, RIDICULOUS, SLANDEROUS AND DEFAMATORY OF PATRICIA SAHM JR. IN ATTEMPTS REMOVE HER FROM HER MOTHER as Joanna fears Patricia Sahn Jr. is helping her mother with the Bernstein foreclosure and wants them totally separated.
75. When done reviewing the full Petition for Injunction ([Exhibit 21 - 20230725 FULL Petition for Injunction Patty Sahn Jr Against Exploitation with Joanna Sahn Affidavit](#)) filled with spurious claims and beliefs Joanna and Charlie woven together with no evidence or than this one fabricated and misleading piece Exhibit I, one can clearly see that NONE OF IT SHOWS THAT PATRICIA JR. HAS OR HAD EVER TAKEN ONE PENNY FROM HER MOTHER OR EVER TRIED AND WAS REALLY NO THREAT AT ALL.
76. However, the Fabricated Evidence contained in the Injunction under oath, shows that Joanna and/or Charlie created the document to frame Patricia Sahn Jr. and have her removed from her mother as a financial predator. To this date it has worked, as on September 22, 2023 an “Order Granting Final Injunction for Protection Against Exploitation of Vulnerable Adult” was issued. ([Exhibit 22 - 20230922 ORDER ORDER GRANTING FINAL INJUNCTION FOR PROTECTION AGAINST EXPLOITATION OF VULNERABLE ADULT](#)) The Order based in large part on the falsified

Exhibit I in the Petition for Injunction. On September 23, Patricia Sahn, Jr. was removed from her mother's home by orders of the PBSO, this has left Patricia Sahn Sr. very sad and lonely since.

77. August 28, 2023 from an Email from Patty Sahn Jr. to her attorneys Inger Garcia, Esq., David Kubiliun, Esq. and her mother's attorney Amber Patwell, Esq. ([Exhibit 23 - 20230828 Draft Patricia Sahn Criminal Complaint Against Joanna Sahn to her Attorneys](#))

“----- Forwarded message -----
From: **Patricia Sahn** <patty.sahm@gmail.com>
Date: Mon, Aug 28, 2023 at 2:47 PM
Subject: Draft Joanna Sahn Criminal Complaint
To: David Kubiliun <David.Kubiliun@gmlaw.com>, <attorney@ingergarcia.com>, Amber Patwell <apatwell@wblaws.com>

Dear Inger and David, Please see my draft of the criminal complaint I'd like to file against my sister with the Sheriff and courts. The complaint is for my sister's fabricating evidence in an attempt to frame me in attempting to access my mother's pension and social security. Please advise. I'd like to file as soon as possible.

I, Patricia Sahn, do hereby make the following statement to the Palm Beach County Sheriff to docket and investigate regarding criminal allegations against Joanna Sahn, my sister and Charlie Revard, my cousin.

On July 25, 2023, Charlie Revard filed a PETITION FOR INJUNCTION FOR PROTECTION AGAINST EXPLOITATION OF VULNERABLE ADULT (Exhibit __) against me in the 15th Judicial Palm Beach County based largely in part on an Affidavit of my sister Joanna. In that filing was an Exhibit I (Exhibit __) which was used to support a claim

that I was hacking a retirement account of my mother to financially extort my mother and steal her pension funds.

Exhibit I of the pleading appears to be a screenshot from my sister's computer that attempts to show that I was "hacking" my mother's retirement account in efforts to steal money from my mother and used as "evidence" to have me removed from living with my mother to protect her against Elder Exploitation and Abuse. However, the Exhibit I is self-proving evidence that my sister is attempting to frame me for the alleged exploitation of our mother and isolate my mother from me and me from her. To date this document has been part of successfully removing me from living with our mother while civil hearings are held.

The document appears to be a screenshot of my sister's computer that attempts to portray me logging into my mother's retirement account. However, the email shown on the screenshot is from Patty_Sahm@gmail.com not from my email account Patty.Sahm@gmail.com. I have never had an account using an underscore at Gmail. Note, my sister uses an underscore in her email at Yahoo on Exhibit I of the pleading. Further, the document appears to have come from my sister's computer as a screenshot and shows her attempting to login into her profile in the URL. This would appear to indicate that my sister attempted to login to HER account using the non-existent Gmail account allegedly in my name at the My Florida Retirement System account, which in the pleading states is an account only she knew the details of and had access to since my father died.

I have never been on or accessed my sister's computer or my mother's retirement account. I have never received at my proper and correct email address any 6digit two factor authentication email as the screenshot indicates I would have and as I do not own the address with an underscore at Gmail as indicated I never could have received such code. I have never shared any password cache programs with my sister and it appears the incorrect address was stored in her profile after she incorrectly entered the information. It appears that she figured no one would notice that the email was incorrect or perhaps she just made a big

mistake and did not see it herself before submitting it to several authorities to frame me.

I believe this fabricated evidence was submitted to Court's and others to frame me of elder abuse in attempt to isolate my mother from me and others because we have learned of several frauds my sister was conducting in both State and Federal courts in a Foreclosure case 50-2018-CA-002317-XXXX-MB "SAHM, WALTER E v. BERNSTEIN FAMILY REALTY LLC et al". I believe Eliot Bernstein has filed complaints with PBSO over the course of a year detailing what my sister was doing in State and Federal courts, including using my deceased father (for over two years) and my mother (using an undisclosed Power of Attorney) to file fraudulent pleadings on their behalf, in what appears efforts to hide the foreclosure and possible gains from both me and my mother and steal off with any profits for herself and her girlfriend Olga Esterson_____.

In the attached pleading, both my mother and myself learned that my mother is worth \$3.5 Million with 3m being cash and .5M being a home my mother lives in. Prior to learning of this amount of money, my sister was constantly telling both me and my mother that we did not have enough money to maintain our property in North Carolina where I live in what the pleading claims is an uninhabitable property for my mother. Joanna is the trustee of the trust that holds the property and has left it to deteriorate while I live in it, claiming she could not afford basic repairs.

The Bernstein's contacted me over a year ago to attempt to settle the foreclosure and stated that Joanna might be being controlled by attorneys who had their best interests at heart and not our family. They had just learned in a federal Bankruptcy court that Joanna was acting as PR of my father's estate and had some form of Power of Attorney over my mother, facts undisclosed to the State court in the foreclosure case. I told the Bernstein's that I had nothing to do with the family finances and they would have to take it up with my sister who had taken over the money once my father died. I believe I gave my sister the information at that time to call them.

About a year later, after my sister and I had a confrontation whereby I pulled an unloaded gun on her (PBSO Cases #) after she came to my mother's house provoking me to a moment of madness, I was contacted by Kevin Hall a manager of Bernstein Family Realty LLC about the gun incident that happened in January 2023. I was talking to Kevin over speaker phone and my mom could hear our initial conversations as I was living with her after the gun incident. My mom was astonished at what she was hearing about my sister using my dead father for two years in court proceedings and what he was claiming she was doing in court, and she wanted to talk directly with Kevin. My mom told Kevin she knew nothing of the foreclosure proceedings or the two Bankruptcy proceedings with the Bernstein children and had never met or spoken to the lawyers involved (Robert Sweetapple, Esq. and Bradley Shraiberg, Esq.) or heard of any settlement offers they had made over the years.

When Kevin asked my mom if Joanna had a Power of Attorney over her she did not recall signing one but wanted it revoked immediately if she was misusing a POA to harm the Bernstein's, our family's friends for many years. I believe Kevin helped her write the POA and a notary public came to my mom's house who we let in to sign and witness the document. I had nothing to do with the writing of the document or the contents and told my mom she could do whatever she wanted but I did not want to get involved as my sister would turn it against me. My mother was already having misgivings about my sister and her girlfriend and why they had abandoned her in a home in Boca Raton 50 miles away and all alone, after moving her from her home in The Villages where she lived by her friends of approximately 15 years and where my sister and her girlfriend lived around the corner.

My sister had moved to The Villages after she and her girlfriend lost their restaurant business in North Carolina and were unemployed to the best of my knowledge. Shortly before all hell broke loose when Joanna found out that my mom had revoked her POA, Joanna and her girlfriend took my mom to their new home on A1A in Jupiter, even further away from my mother, who Joanna was now claiming had Alzheimer's. It seemed very

strange that knowing I would be going back home to our house in North Carolina that my sister and her girlfriend would move further from my mom to Jupiter and leave her all alone in Boca Raton. To the best of my knowledge, Joanna did not attend any holidays or other special events with my mother while she was in Boca and certainly was not at any of the ones I attended from NC, from Christmas Eve through 4th of July.

Kevin Hall and Eliot Bernstein had several more conversations with my mother and she wanted to settle the note for a fair and reasonable amount for our family and so Kevin told her it would be best if she had a lawyer who could work with the Bernstein's lawyers and he was unwilling to let her do anything without proper counsel. First, my mother hired Morgan Weinstein _____ and when Joanna was told to contact the new lawyer, she immediately called him and had him fired. Then Hillary Hogue, a member of the Florida Task Force on Guardianship recommended Amber Patwell, Esq. and she contacted my mother to start preparing a settlement, which then was signed with free will of my mother and no pressure from me or anyone else. Amber and my mother had several conversations and I was not privy to several of them.

Joanna became incensed at this point and started calling my mother non-stop and I could hear her screaming and yelling at mom, which left my mom deflated and exhausted after every call. My mom started to not answer her phone when Joanna would call, and her phone also was having battery problems and turning off after only a short time of use. Joanna took this as I was blocking her phone although I would not even know how to do that on her old flip phone, so I took the phone to AT&T and they said the battery would have to be replaced or buy a new one, so I bought her a new one.

After my mom informed Joanna that she had settled with the Bernstein's, Joanna had my mom drive over to meet her for breakfast around the corner from my mom's house and then she took her to Palm Beach to meet some people. My mom had no idea where she was taken but she was interrogated by several people in an office and asked a bunch of questions, which she

thought she answered fine. It was only later after an Incapacity pleading and Guardianship pleading were filed by Joanna to have my mom declared incapacitated did we learn that she was taken to a law office that day to have her committed to guardianship. It appears that only hours after that meeting that my sister and her lawyers filed the pleadings. MY MOM WAS FURIOUS AT THE DECEIT OF JOANNA AND AFRAID OF WHAT SHE WAS DOING TO ME AND HER. She wanted nothing to do with a Guardianship and does not feel she needs one, where a simple POA to a professional, not Joanna, would be able to help her with her finances. She is physically sound and plays tennis weekly and walks daily with family and friends.

My sister then began to call police and others claiming that I was intending to harm and rob my mother and was isolating her from family and friends. Nothing could be further from the truth and the claims are all baseless with no real evidence. Joanna, then had my mother drive to meet her again for breakfast and instead had her meet with a Boca Police officer in the hot parking lot who Joanna told I was kidnapping my mother and financially exploiting her and asking him what she should do. My cousin happened to be in the parking lot and discovered after Joanna left that the officer thought she was a bit disturbed, but he was taking no action because she only wanted advice and did not want him to take any action at the time. My mom again came home frustrated and disturbed at what Joanna was doing and why.

Next, prior to any service of Guardianship or Incapacity papers on my mother, a group of people showed up at our home and were allowed through the gates by the guard as they claimed they had court orders to do an examination of my mother. My mother wanted to throw them out as she had no idea what or why they were there and became very frightened and distraught. I told my mom to let them in or else my sister would turn things around against me and so we let them into the home to conduct their evaluation. My mom was so upset with what was going on she was flustered throughout the exam and after wanted nothing more to do with my sister or her girlfriend, claiming the devil had possessed my sister and her girlfriend was satanic.

Several days later the Sheriff showed up and served my mom the Guardianship papers. After reviewing them my mother stated that she wanted nothing to do with Joanna and begged several people to not let Joanna put her in a Guardianship as she was “fine”. She wanted a second opinion to the examining committee reports and so we went to see Dr. Sam Sugar whose examined her and wrote a report that she was fine (see Exhibit _ - Dr. Sugar Report). At her guardianship hearing the Judge ordered a Temporary Limited Guardianship to protect my mother from the alleged allegations of Joanna only.

My sister and Charlie Revard (who appears to be taken Joanna’s claim as the truth) then filed the attached Injunction against me to remove me from my mother and isolate her all alone in Boca with caregivers placed in the home 24/7 that she never met and was terrified of, making her mentally deteriorate. Charlie, after being appointed Guardian flew out to FL to meet with mom and the day after he left, suddenly and with no warning caregivers showed up at our home without notice from Charlie to me or mother and claimed they had rights to enter the home. My mom wanted to throw them out but again I begged her not to as I told her Joanna would make it look like I did it and try to get me in further trouble.

I fear for my life as my sister is trying to frame me and has already had me Baker Acted for a few days and jailed for the gun incident but I am now convinced she is trying to have me put in prison to separate me from my inheritance which I have now learned may be approximately 1.75 Million dollars and I fear she is trying to put my mother away to have total access to the 3.5M for her and her girlfriend. I also think she put my mom in Guardianship to silence her from testifying on my behalf in the gun incident, as my mom was a witness who supports me and to silence her from testifying in the Bernstein foreclosure case where she could further state her support of the Bernstein children. My mom has made a sworn statement (Exhibit _), which she made with no pressure or help from me, other than I drove her to store to get it executed and sent out. I also now think Joanna has been trying to provoke me again and again since I was originally contacted by the Bernstein’s regarding the

foreclosure as she was hiding this information from me and my mother and could have walked off with all the money from the foreclosure without telling us a thing.

Since this document was filed in a Palm Beach County Court I believe the crime falls under the jurisdiction of PBSO.

Sincerely,

Patty Sahm, Jr.

CONCLUSION

As a layman, looking at the evidence herein and other information, it appears that Joanna Sahm, once her father died, took control of all family finances for her mother and her sister that her father had previously controlled. In the early report to PBSO it was not known if Joanna Sahm was committing frauds on state and federal courts on her own volition or if she and her family were all being scammed by attorneys who I, Eliot Bernstein, am personally attempting to have prosecuted for many years of crimes committed against my family.

However, over the ensuing months I have come to learn a great many things about Joanna Sahm and her pathological motives. In prior reports it was not clear why Joanna Sahm was acting secretly in a foreclosure litigation and with her attorneys filing fraudulent documents, including affidavits, in her deceased father's name, instead of just properly substituting parties. It was also unclear as to why Joanna was filing in her mother's name as if she were her mother, without her mother's knowledge or consent, instead of substituting herself in through a power of attorney. Or why Joanna was happy to have a foreclosure judgment issued in the

name of her deceased father, deceased for over a year and in her mother's name, not her name as agent through power of attorney. The answer came in the Petition for Injunction exhibited herein, whereby Charlie Revard put in a list of assets he was worried about protecting and it amounted to approximately 3.5 MILLION DOLLARS, mostly cash or cash equivalent type assets.

When Patricia Sahn Sr. and Patricia Sahn Jr. received the filing and totaled up the assets they were flabbergasted that there was that amount available to Patricia Sahn Sr. As Dr. Sugar's report shows Joanna was leaving her mother minimal amounts of money to live on monthly and was not telling her anything about her money or how it was being spent. Per Patricia Sahn Jr., her sister repeatedly told her there was no money to help her or fix the home she was living in until her mother died and then it would be very little.

It appears that Joanna Sahn was concealing from the principal her mother and beneficiary her sister the amount of money she was controlling for the family and was planning on not reporting to either of them that they had interests in a foreclosure judgment. Had the judgment been paid to dead Walter and her mother, (not her acting in her mother's name via POA), Joanna would have taken the money in and perhaps not reported it to Walter's estate or her mother or sister and taken off with the money to herself. Thus, was the need for the elaborate frauds she was committing to conceal the true parties to courts and litigants, allowing for a pathway to the money to be taken secretly by her without her family's knowledge..

I, Eliot Bernstein, contacted Joanna's girlfriend Olga's sister and she claimed that she had not talked to her sister since her mother died 14 years ago and that her sister had stolen off with the family inheritance.

While Joanna Sahm appears to be a loving and kind daughter protecting her mother, looking a bit deeper a different picture emerges. For instance, after Walter's death, without explanation, Joanna claimed her mother wanted to move from her home in the Villages where she was in retirement hog heaven with medical care on every corner, her friends since 2008 and tremendous adult activity lifestyle, back to Boca Raton to live alone in a community where she knew no one and virtually lived isolated and alone. Joanna and her girlfriend Olga in fact lived around the corner from her mother in the Villages after they moved from NC after losing their restaurant business and becoming unemployed. So Joanna sold her mother's home and moved her about 2 hours away and left her all alone, rarely visiting, even for holidays, according to witnesses listed herein. Joanna and her girlfriend moved to A1A in Jupiter, one of the priciest streets and neighborhood in the state.

I have personally met and come to know Patricia Sahm Jr. and she is a kind and caring soul who has no malice and only appears to get uptight and agitated when talking about her sister Joanna. She is an animal lover who has an animal care and sitting business with many friends who love her as stated in the many letters written on her behalf for the courts. ([Exhibit 01](#) and [Exhibit 02](#) - Letters on behalf of Patricia Sahm Jr. and Patricia Sahm Sr.) Certain of these letters also point directly to Joanna Sahm as the problem, not Patricia Sahm Jr.

I certainly hope that I do not have the opportunity to say I told you so to PBSO AGAIN and in this instance it will be at the execution of Patricia Sahn Sr. from elder abuse, RIGHT UNDER OUR NOSES. PBSO needs to instantly and without delay determine the facts in this complaint to determine if evidence has been fabricated fraudulently to imprison Patricia Sahn, Sr. in a PREDATORY GUARDIANSHIP THAT THREATENS HER LIFE AND PROPERTY and if so, have her immediately placed in a safe environment or witness protection and remove the predators instantly from any involvement in her life.

PBSO further needs to instantly and without delay determine the facts in this complaint to determine if evidence has been fabricated fraudulently to frame Patricia Sahn, Jr. for crimes she did not commit or have any intent to commit, and if so, have her immediately placed in a safe environment or witness protection and remove the predators instantly from any involvement in her life.

Many witnesses and interested parties, approximately 50 have been attending civil hearings in Patricia Sr.'s Guardianship case, including press, friends and many interested parties and many can attest to facts in these matters, some even may have recordings of Patricia Sahn Sr. prior to Guardianship, where she expresses COMPETENTLY AND CLEARLY her fears and desires at that time.

With Godspeed,

/s/Eliot Ivan Bernstein

2753 NW 34th St.
Boca Raton, FL 33436
561-886-7628
iviewit@ivewit.tv
www.ivewit.tv

Dated this

EXHIBITS

Exhibit 01 - Patricia Sahm Sr. Reference Letters

June 26, 2023

To whom it may Concern. I want my daughter, Joanna Sahn to STOP any and all Financial Controls she may Think she has over me regarding my Finances!

This money - my Teaching Pension and my Social Security Check have not come to me for many months now! Joanna is Stealing these pensions from me some how through the mail.

This is Elder Abuse and theft! Joanna, unfortunately, is a Liar and a THIEF! She needs to be Stopped and/or Put in Jail!

I want her to Stay away From me! I would hope that the Time I have left could be spent in peace and quiet, with out worry, as well as having my "Hard earned money" coming TO ME that I have a Right to!!

Sincerely,
Patricia Sahn

My Successor should be my Nephew Charlie Revard and OR Christopher Weppner who lives in Boca. (Charlie lives in Indpls. Indiana ...)

May 16, 2023

Ms. Amber Patwell

Re: Patricia Anne Sahn

Dear Ms. Patwell,

Patricia Anne Sahn, "Pat", has been a dear friend of ours for many years, 58 years for Tom, and 37 years for Maria. Throughout these many years Pat has always been good natured, thoughtful, gracious, sweet and a great friend. She hasn't changed.

Pat was shaken to the core by the passing of her dear husband, Walter Sahn, during the pandemic. Since then, she has accepted her loss and though she wishes Walt had survived to be with her now, she has done her best to move on with her life. She stays active and is healthy.

Pat called us recently and stated that her daughter, Joanna Sahn, has started proceedings to render Pat incompetent. She was really shocked and very upset. We, too, were shocked! We speak often with Pat and we think she's fine. We had lunch together frequently before Pat moved to Boca Raton, and she was always on time, looked great, was wonderful company and in control of herself. She also had lunch and went shopping with other friends and played tennis every week.

Pat feels this whole thing is a money grab by Joanna and her life partner, Olga Esterson. Neither of them has worked for quite some time and Pat knows that Olga is a gambler, and they're always going somewhere to gamble. Joanna calls Pat and screams at her, which truly upsets Pat and us, too.

Unfortunately, Pat has been deeply hurt by Joanna's actions and intentions. She can't believe her daughter is doing this to her. She related all of this to us herself, in her own words, sharing her own feelings, which we feel she could not do if she was incompetent! Pat deserves peace, happiness and security at this time in her life, not mental and emotional anguish, turmoil and hurt. Pat is a strong person but she's devastated by this.

Sincerely,

A handwritten signature in blue ink that reads "Tom and AnnaMaria McGinty". The signature is written in a cursive style with a large initial "T" and "M".

Tom and AnnaMaria McGinty

7225 SE 172nd Hazelwood Loop

The Villages, FL 32162

352-391-2300

ammcginty@aol.com

May 28, 2023

Larry and Zella Linn

6015 Verde Trail South

Apt. L302

Boca Raton, FL 33433

To Whom It May Concern:

We, Larry and Zella Linn, have been friends of Mrs. Patricia Sahm, Boca Raton, FL for over 34 years. We are very familiar with the family dynamics and know both daughters well and were good friends with the father, Walter Sahm, Jr., now deceased. We understand the youngest daughter, Joanna Sahm, through probate court is trying to establish guardianship of her mother, Mrs. Patricia Sahm. We wish to offer the following comments supporting Pat's competency:

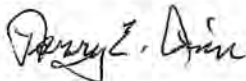
-Patricia Sahm manages her clothing, housekeeping, hygiene, medical and financial affairs well. She exercises daily and drives nearby for groceries and to the pharmacy. Mrs. Sahm has family nearby that sees her on a weekly basis. We live nearby within walking distance and see or speak with her frequently.

It appears to us, at this time, that Pat is very capable of managing her own personal and financial affairs without outside assistance or guidance.

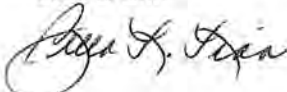
Should you wish to speak with us further regarding Mrs. Sahm please do not hesitate to contact us 561-251-2047 or 561-251-7517.

Sincerely,

Larry E. Linn



Zella L. Linn



May 12, 2023

To Whom IT May Concern:

I have known Pat Sahn for thirteen years. I have played on tennis teams with her for eleven of those years. She is coordinated and able to keep score in tennis, although we all occasionally forget the score. We've eaten many lunches at Cracker Barrel after tennis and Pat has always been able to read and place her order, from the menu and to pay her bill. I also know Pat has no interest in computers since her late husband, Walt, handled all finances and communicated all emails addressed to Pat. Upon his death Joanna, the youngest daughter took over the responsibility that Walt had previously handled.

While living in The Villages, Pat drove back to visit her daughters in NC many times by herself and always returned safely to The Villages. I have ridden in her car on occasion and she is a cautious and good driver.

I visited Pat at her new home in Boca Raton in December 2022 and her home was organized, comfortable, and she had food in the fridge. We talked for hours on many topics including current events and she did not lose her train of thought.

Her friends in The Villages did not encourage her to move to Boca. I had assumed that perhaps her daughters or daughter

thought moving back to Boca after nearly twenty years in The Villages would provide a new chapter in her life. For whatever reason, Pat announced she was selling her home she and Walt shared and would be moving into a home of her own in Boca Raton.

I think Pat is still grieving her husband's passing and now is experiencing new and unfamiliar surroundings but is doing well. She drives to do various errands, and is fully capable of doing this. Pat is somewhat quiet and introverted, but she is very competent and capable. Now she is dealing with her new home, making new friends, while grieving her husband's loss, the loss of prior friends, and perhaps a daughter that has betrayed her trust as she is now wanting to place Pat in a home for her care, which Pat doesn't need.

Sincerely Yours,
Karen Lee Keys

The Villages, FL

Email: Keytracker51@aol.com

Phone: 352-633-1582

Exhibit 02 - Patricia Sahm Jr. Reference Letters

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

PROBATE DIVISION – SOUTH BRANCH IZ

CASE NO. 50-2023-MH-001072-XXXX-MB

Judge Charles Burton

IN RE:

PATRICIA A. SAHM,
An alleged incapacitated person.

NOTICE OF FILING REFERENCE FOR PATRICIA ANNE SAHM, JR.

The law firm of Florida Litigation Group hereby files its Notice of Filing Reference Letters for Patricia Anne Sahn, Jr. (hereinafter known as “Respondent” or “PJ” or “Patty Jr.”) in the above referenced action for purposes of all pending motions or petitions:

1. Michele Weppner
2. Anita Liebowitz
3. Carol Hartmanis
4. Carol Berns
5. Barbara Norris
6. Keely Sisco
7. Christy Boisey
8. Monica Franco
9. Michelle Vequiz
10. Olvia and Justin Guiton
11. Natasha Coffey
12. Ruth Marinacci
13. Marylin Ramo

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 14, 2023, I filed a true and correct copy of the foregoing with the Clerk of the Court using the Florida Courts E-Filing Portal, who will send a notice of electronic filing via e-mail to all relevant parties.

Respectfully submitted,

/s/Inger Garcia, Esq.

Inger M. Garcia, Esq.

Attorney for Patricia A. Sahm, Jr.

7040 Seminole Pratt Whitney Rd, #25-43

Loxahatchee, Florida 33470

attorney@ingergarcia.com and serviceimglaw@yahoo.com

attorney@floridapotlawfirm.com

Office: (954) 451-2461

Direct: (954) 394-7461

Fla. Bar No. 0106917

Respectfully submitted,

/s/Inger Garcia, Esq.

Inger M. Garcia, Esq.

Attorney for Patricia A. Sahm, Jr.

7040 Seminole Pratt Whitney Rd, #25-43

Loxahatchee, Florida 33470

attorney@ingergarcia.com and serviceimglaw@yahoo.com

attorney@floridapotlawfirm.com

Office: (954) 451-2461

Direct: (954) 394-7461

Fla. Bar No. 0106917

To Whom it May Concern,

My name is Michèle D. Weppner and I am married to Christopher T. Weppner for 19 years but together for 28 years. Christopher T. Weppner is blood related to Patricia Sahn (Aunt Patsy) and would always call Walter Sahn (Uncle Walt) if he needed anything.

Christopher and I moved to Boca Maderia in 2005, we live at 3377 NW 25 Terrace, Boca Raton, FL 33434 and still live there. The Sahms lived at 2753 NW 34th Street, Boca Maderia. I would walk my young kids to their house often. My older boy was five and my younger boy was 3 weeks old when we moved in. We loved our visits and so did they!!!

Patricia Sahn (Aunt Patsy) now lives at 21843 Town Place Drive, Boca Raton, FL 33433, we live about 10 minutes from her now and we are enjoying her being here. My husband walks with her every weekend either Saturday or Sunday whatever she

chooses. My husband enjoys her company and Patricia Sahn (Aunt Patsy) loves it too. She loves being with our younger son Nate the Great who has Autism and Non Verbal but they have a true connection says my husband, he says its sweet to watch. They go back to her house and she loves to give him snacks!!!

We also have had Patricia Sahn (Aunt Patsy) for holidays. In 2022 we had her here for Mothers Day, Thanksgiving and Christmas. Joanpa has not had her for any holidays!! This year 2023 we had her here for Easter and Mothers Day. She enjoyed being with my Mom ^{who} was 86 (she has passed). We enjoyed her being here and she = is always welcomed as is Patty Jr.

I have NEVER witnessed Patty Jr. ~~ever~~ ever of abusing her Mother. I have seen her do her pill box numerous times and have seen Patty Jr. give her her meds.

Since Joanna Sahm has put a restraining order on her sister for not being able to see her Mother (Patricia Sahm) or speak to her it has made Patricia Sahm (Aunt Patsy) more isolated and confused. She tries to call Patty Jr. multiple times a day. Patty Jr has NOT spoken to her Mother or seen her. Patricia Sahm (Aunt Patsy) has been calling my husband multiple times a day while hes at work. We decided I would start going over to check on her and be with her and talk. She's constantly asks why she can't see Patty Jr. I can't say what I want to say because I know it would upset her. I find it ironic that Joanna Sahm is saying her sister Patty Jr. is abusing her, well I believe Joanna Sahm is abusing her Mother by not allowing to see Patty Jr. That's Elder Abuse!!

also, when you have Power of Attorney you are suppose to inform All siblings of whats going on both financially

and health issues. I know my brother who has Power of Attorney provides ALL siblings of everything that is going on financially always has and still is. We get a letter every 2-3 months and spread sheets of moms current finances.

I bring this up because Patty Jr. KNOWS nothing about her Mothers finances. Why is that?

Sincerely,

Michelle D. Wappner
8/14/2023

Fw: Ms. Patricia (Patty) Sahn

From: agl1231@aol.com (agl1231@aol.com)

To: attorney@ingergarcia.com

Date: Thursday, August 10, 2023 at 12:10 PM EDT

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

From: agl1231@aol.com <agl1231@aol.com>

To: attorney@ingergarci.com <attorney@ingergarci.com>

Sent: Thursday, August 10, 2023 at 12:06:41 PM EDT

Subject: Ms. Patricia (Patty) Sahn

Dear Ms. Garcia,

I am writing this letter in support of Ms. Patricia Sahn.

Ms. Sahn worked for me taking care of my mother in Florida for more than five years. From 1992 to 1998.

Patty was beyond anything I could ask for. Competent, caring, dependable, reliable, thoughtful and was outstanding at her job in all of the most important ways.

My mother had multiple medical conditions and required someone to take her to doctors' appointments, shopping, social activities etc. She had never learned to drive and my father passed away in 1990.

During that time period I was living in New York with my husband and young children and needed someone who I could totally rely on to help me with my mother. I could not have asked for anyone better to take on that responsibility.

Patty was very kind, patient and efficient and capable in everything she did.

My mother was incredibly fond of Patty and thought of her as another daughter. I kept in touch with Patty after I had to move my mother closer to me in New York when she required major heart surgery and I continued to keep in touch with Patty until this day. I have always thought of her with great fondness and gratitude for the way she took care of my mother.

I only wish that Patty lived closer to me at this time to help me, now that I am in my seventies with some medical issues. Patty would be someone I would completely trust and would appreciate her assistance on many levels.

I sincerely hope that I have described and expressed my support for an individual who I respect, and feel is a valuable contributor and member of our society.

If I can provide any additional information, please do not hesitate to contact me.

Sincerely yours,
Anita Glassberg Liebowitz
\

August 10, 2023

Patty Sahm C/O Julia Jones
126 Sea Island Terr. Boca, 33431

To Whom it May Concern:

I have known Patty Sahm for more than 30 years. She has been a good friend to our family. She has always been kind. Compassionate helpful and a gentle soul. I have never seen her angry or negative. She is always a calming force.

Regards,


Carol Hartmanis

Re: Patty Sahn

From: Carol Berns (bannerelkcarol@gmail.com)

To: attorney@ingergarcia.com

Date: Tuesday, August 8, 2023 at 07:51 PM EDT

Carol Berns & Ted Silver
134 Mallard Ct.
Banner Elk, NC 28604

Attorney Inger Garcia,

We are writing this letter on behalf of our friend and neighbor Patty Sahn, who we have known for 15 years. We were initially introduced to Patty as the warm neighborly pet-sitter and she quickly became part of our extended family. In addition to always taking exceptional care of our dog, we would spend many meals together, chatting, walking in the park and having fun around town. I have never witnessed any volatility in Patty, in fact, quite the opposite. She is most often soft-spoken, extremely caring and concerned about others' well-being. She told us many stories of her job as a nanny and general caregiving. Even after the passing of our dog, our friendship remained. She is always compassionate and thoughtful and would frequently place fun surprise cards and niceties in our mailbox.

In sum, we see Patty as a sincere, sweet woman with integrity and possessing great empathy.

I'm glad to provide this letter to support Patty. If you need to contact me, please feel free to do so.

Carol Berns,

Bannerelkcarol@gmail.com

Barbara Norris
230 Aus n Oaks Dr
Moscow Mills, MO 63362
RE: Case#50-2023-CF-000747-AXXX-MB

Honorable Judge Burton,

I am writing this letter to vouch for Patricia Sahm, whom I have known for over three decades. Throughout our long acquaintance, Patricia has consistently demonstrated kindness and sincerity. I wish to present my perspective on her character to support her in the current situation.

From my observations, Patricia has always exhibited a gentle and caring demeanor. I have never witnessed her displaying anger or harboring ill feelings towards others, especially not towards her mother. In the years we spent as friends, I never encountered any conflicts or disputes between Patricia and her mother. She has maintained a composed and peaceful disposition, and I find it hard to imagine her having any violent tendencies.

Allow me to share a couple of instances that reflect Patricia's compassionate nature. On one occasion, I surprised her during a visit to Florida, and I noticed her attentiveness towards her mother's safety while assisting her down a slippery driveway. Another time, I witnessed Patricia and her mother sharing joyful moments in the kitchen, laughing, and joking together.

Moreover, Patricia's dedication to her family, including her love for animals, is evident. She often cares for neighbors' dogs while they are away and has even sacrificed her own vacations to fulfill her commitments to her clients. Her support for local animal shelters and charitable organizations, like the Crossnore School for Girls, demonstrates her benevolent character.

While I may not be well-acquainted with Patricia's sister, Joanna, as our interactions have been limited, I can confidently attest to Patricia's personality and values based on our enduring friendship. The current situation has undoubtedly placed Patricia under stress, and she genuinely desires a resolution that avoids any further issues. I believe this testimonial provides a fair representation of Patricia Sahm's true character and hope that it contributes positively to the court's consideration.

Sincerely,

Barbara Norris

Patty Sahn Letter

From: Keely Sisco (keelysisco@yahoo.com)

To: attorney@ingergarcia.com

Date: Friday, August 11, 2023 at 10:33 AM EDT

To Whom It May Concern,

I have had the pleasure of knowing Patty Sahn for over 10 years. Though we originally met as pet owner and pet sitter, our relationship quickly evolved into a friendship, and I can truly say she is one of my dearest friends. So much so that this is the first in many years I haven't seen Patty almost daily, which has been emotionally difficult for several reasons. First, I miss my friend. I miss her laughter, her love, and her kindness. More importantly, my husband and I lost two of our pets that were like family to us while Patty has been away. Patty has cared for them almost as long as we have had them, and it broke our hearts to bury them without Miss Patty being able to say goodbye. If I'm being honest, I haven't truly let myself grieve, because it doesn't feel right without her here to grieve with me. She is one of very few people who truly know what our pets mean to us. They knew and loved her more than anyone outside of ourselves, and we never hesitated to leave them in her care. We also have never hesitated to trust her with a key to our home when we are gone for months at a time. She never has, nor ever would steal from us. Patty isn't motivated by money. I own a retail business and she won't even take a root beer without paying for it.

Patty is a kind, gentle, loving soul. Her capacity to care for others is huge. She is always one of the first to ask if she can help when help is needed. In all the years I've known Patty, I have never witnessed her scream or fight with anyone, even when being provoked. In fact, the few times I've seen Patty become frustrated or angry were only times she felt extremely hurt or bullied, and to her credit, she always calmed down quickly and never acted on upon her feelings. Not vocally, physically, or otherwise.

I know the love that exists between Patty and Patricia, Sr., and it is very sweet. Patty wouldn't hurt a fly, much less her mother. It is absurd that anyone would suggest such.

Patricia herself has told me several times over these last months how much she has enjoyed this time with Patty and how much help she has been.

I hope this letter has helped shine a light on Patty's true self. Thank you for your time and consideration.

Keely A. Sisco
August 10, 2023

[Sent from Yahoo Mail on Android](#)

Patty Sahm

From: Rob and Cristy Boisey (ftgulcm@gmail.com)

To: attorney@ingergarcia.com; patty.sahm@gmail.com

Date: Friday, August 11, 2023 at 09:32 PM EDT

August 11, 2022

To whom it may concern:

I have known Patty for over 20 years as a friend and a coworker. I worked with her at an animal hospital, and can say she has been well trained to care for all ages and multiple species of animals. She has taken excellent care of the animals she takes in while their owners are unavailable, and has repeat business from regular clientele. I have entrusted Patty to care for my animals in the past, and I would again in the future.

The only relationship I have witnessed between Patty and her mom is one of love, patience, and understanding. I do not recall any time of Pat or Patty losing their tempers with each other, emotionally, or physically. They have always had a close relationship and are respectful of each other. Patty always seems excited to visit with her mom in the winter months.

Patty has frequently mentioned to me in our conversations of some of the outings she and Pat have had, such as lunch together. She took her mom to appointments when needed, and encouraged her to walk on the beach, or go with her friends when the opportunity was available. When Patty was told she could no longer have contact with her mom a few weeks ago she was heartbroken and devastated.

I declare that the above statement is, to the best of my knowledge, true and correct.

Cristy Boisey
ftgulcm@gmail.com
(434)329-2281

Patricia Sahn

From: Monica Franco (mossage2000@hotmail.com)

To: Attorney@ingergarcia.com

Date: Saturday, August 12, 2023 at 06:03 AM EDT

Hello ,

My name is Monica Franco. I am writing on behalf Patty Sahn. I have known Patty since 2002 . I met Patty when she and her lovely mother walked into the chiropractor's office I was working in as a massage therapist in Boca Raton, Fl. Patty and I became friends instantly because I knew from the start that she was the type of person who is trustworthy and genuine. She has always been a very responsible person and has worked for OVER 30 years with her dog sitting business . Never once have I ever questioned her character or honesty. I would trust her with my own life. Those who know her also know her heart and her worth. We all share the same sentiment when we say that knowing Patty is a positive factor in our lives. Patty is a good natured soul and the type of person who will come to someone's aid if needed. She isn't unpredictable, as a matter of fact she tends to be very consistent with her routines.

The world should have more Patty's in it
It would be a much nicer place for us all.

I stand by my words.
Monica Franco.

Have an awesome day ❤️

Re. Patricia Sahn

From: michelle vequiz (michi-38@hotmail.com)

To: Attorney@ingergarcia.com

Date: Saturday, August 12, 2023 at 12:35 PM EDT

I have known Patty for approximately four years. I call her my guardian angel. I met her in one of the hardest times of my life . My mom was just diagnosed with leukemia and in a day I gave up all to care for her. I left with a back pack on my back and spent a year and a half with her. The only thing I could not give up was my two dogs. I was given her number as well as a few others but chose hers and gave her a call . I explained my situation to her and she was so compassionate. I explained I was not working and I needed someone to watch my dogs she took them in and cared for them the whole time from the kindness of her heart, no money accepted . Patty has become my friend and one of the kindest people I know. She is a good soul. She gives herself to everyone and I am blessed to know her. Sincerely,
Michelle Vequiz

Patricia Sahm Letter Request

From: Justin Guiton (jdeanguiton@gmail.com)

To: attorney@ingergarcia.com

Date: Sunday, August 13, 2023 at 08:10 PM EDT

To whom it may concern,

We are Olivia and Justin Guiton, neighbors in Banner Elk to Patricia Sahm for nearly six years. Prior to this, we had been friends for several more.

In that time, we have come to know Patty better than any of our other neighbors within the neighborhood. She is kind, thoughtful, helpful, and the kind of neighbor who you are grateful to have live across the street.

She cares for other's animals, but has also trusted us to tend for hers. Her reputation professionally as a caregiver helped us to decide asking her assistance when we needed help with our own pets from time to time. However, it was her character that truly made us know she would provide a comfort to our animals when we were gone.

Throughout our time knowing each other we have regularly shared in assisting each other as neighbors. Patricia has time and time again provided a sense of comfort, reliance, and sacred trust in both a neighborly fashion as well as genuinely being a decent and worthwhile human being to know.

Patricia is many things, not least of all kind, generous, considerate, caring, warm, and thoughtful. She is welcoming and genuine to neighbors, friends, children, strangers, and animals of all kinds. We have personally seen the conduct of her character on a great many occasions that only further solidified our belief that Patricia Sahm is a respectable and beneficial member of our society as a whole.

Helping with each others pets when out of town, or taking care of a fostered pig that Patty was caring for, all the way to gifting a young married couple a snow blower their first winter in the house across the street while they approached the day of their child's birth, Patty has always been there. She has always been a staple of what "living here" has meant to us. There are few people anywhere as utterly fortunate to be able to call their neighbor not just a good person, but a true honest to God friend.

That is what Patricia Sahm is to us.

Thank you for your time.

Sincerely,

Olivia and Justin Guiton

Character Letter of Patricia Sahn

From: anbmom16@yahoo.com (anbmom16@yahoo.com)

To: attorney@ingergarcia.com

Date: Sunday, August 13, 2023 at 07:36 PM EDT

To Whom It May Concern,

It is with great honor that I have been asked to write a letter about one of my dearest friends, Patty Sahn. She is, without a doubt, an exceptional human being for many reasons. She has been in my life since 1992, 31 years. A true friend, whose loyalty and compassion has never wavered. She has always been sincere, helpful, understanding and dependable.

I have had the pleasure of her friendship while raising all three of my children. She has always made it a point to be a part of their lives, so much so, that she is Godmother to one of my children. She has never missed a birthday or holiday in my family no matter what was going on in her life. I would entrust her with my life, as well as, my children's lives, without hesitation. She does not have a mean bone in her body and only ever wishes to make people happy.

Throughout the years, I have seen her in multiple occupations. All of which were similar, in the fact, that she was always a caregiver, be it people or animals. She has the kindest heart and warmest soul and attracts the good in all.

Even though she has endured unwarranted ostracism from certain family members nearly all of her life, she has always held her head up high and did her best to look past it, holding true to her inner, kind self.

In closing, it would be remiss of me if I didn't express my true feelings. Patty will always be family to me.

Sincerely,

Natasha Coffey

1:48



ruthiem2001@aol.com

Patty Sahn



From ruthiem2001@aol.com

To Attorney@ingergarcia.com

Today at 1:48 PM ▾

To Whom It May Concern

I have known Patty for 17 years. She was my neighbor, dog sitter and baby sat for my grand son.

Patty is a kind, loving, caring lady She and her mom have a close relationship. Her mom spent time in NC at Pattys place and we often visited together Patty has always been a dear and caring friend to me and my family.

You can call me anytime with reference to:

Patty Sahn

Ruth Marinacci [954-461-5031](tel:954-461-5031)



Delete



Archive



Move



Reply



More

Marilyn Ramo
PO Box 844
Linville, NC 28646

Inger Garcia
6877 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

I am writing this letter about Ms. Patty Sahm in reference to her trustworthiness, sense of caring and all around great quality person.

My husband and I have known Ms. Sahm for close to 10 years and have left our pets with her from overnight to several weeks in an emergency situation. From our very old senior, Dusty, to our younger dogs Lovey and Honey, she has shown nothing but love and caring and they love going to her house.

She has always been there for us and helps me with other rescues when I get a call about a rescue that needs to be picked up. She steps in until we can find a home or an owner.

I have recommended her to numerous people who have used her and love her. As I said before, she is dependable, warm and loving.

Feel free to call us anytime. Marilyn and Neil Ramo (828)898-8338.

Sincerely,

Marilyn Ramo

**Additional Statements Regarding Patricia Sahm Jr. not included with the
Court Filed Ones Above**

Subject: Fwd: Patricia Anne Sahn
Date: Wednesday, November 29, 2023 at 9:29:21 PM Eastern Standard Time
From: Patricia Sahn <patty.sahm@gmail.com>
To: Eliot <iviewit@iviewit.tv>

----- Forwarded message -----

From: Patricia Sahn <patty.sahm@gmail.com>
Date: Mon, Aug 7, 2023 at 1:13 PM
Subject: Re: Patricia Anne Sahn
To: Amy MCGINTY <amymcginty123@gmail.com>

Thank you, Maria and Tom! I truly appreciate it.
I love you both very much.
Love,
Patty

On Sun, Aug 6, 2023 at 8:51 PM Amy MCGINTY <amymcginty123@gmail.com> wrote:

Tom & AnnaMaria McGinty

Begin forwarded message:

From: Amy MCGINTY <amymcginty123@gmail.com>
Date: August 6, 2023 at 8:42:00 PM EDT
To: Patty Sahn <patty.sahm@gmail.com>
Cc: Attorney@ingergarcia.com
Subject: Fwd: Patricia Anne Sahn

Subject: Patricia Anne Sahn

Dear Ms. Garcia,

We have known Patricia Anne Sahn, "Patty", for many years. Tom has known her since her birth and I, AnnaMaria, have known her for 37 years, since she was 17 years old. We last saw her this past June 10th, 2023, when she and her mother, Pat Sahn, joined us in South Florida to celebrate Tom's 80th birthday, to which we'd invited them.

Patty has always been a very sweet and thoughtful person. We've spent a lot of time with Patty over the years, in Boca Raton, in North Carolina and in The Villages, Florida. She's always been friendly, pleasant and cheerful.

Patty loves animals and has made her life's work caring for pets and also for people.

Subject: Fwd: Letter of Recommendation

Date: Wednesday, November 29, 2023 at 9:29:39 PM Eastern Standard Time

From: Patricia Sahn <patty.sahm@gmail.com>

To: Eliot <iviewit@iviewit.tv>

----- Forwarded message -----

From: **Patricia Sahn** <patty.sahm@gmail.com>

Date: Mon, Aug 7, 2023 at 1:05 PM

Subject: Re: Letter of Recommendation

To: Julie Pitzferro <jjpitz@icloud.com>

Thank you, Julie! I really appreciate this! I love you.

Love,
Patty

On Mon, Aug 7, 2023 at 9:03 AM Julie Pitzferro <jjpitz@icloud.com> wrote:

August 7, 2023

Dear Ms Garcia,

It is my pleasure to offer a letter of recommendation for Patricia Sahn. I have known Patty and her mom since 1985. Both as clients and friends.

I am especially appreciative of Patty's ability to care for the many animals she is entrusted with. It is evident that she truly cares for their well being by her positive attitude.

All my years of working with the public I have never come across a person who loves animals to be cross or uncaring to children or adults.

Patty has always been warm and very positive in my presence.

On a more personal level, I can attest to Patty's sensitivity to the feelings of others. Especially her mom and dad before his passing and her many friends.

In closing it is a privilege and blessing to know Patty Sahn

Sincerely,

Julie Pitzferro

08/10/2023

Case #: 50-2023-GA-000245-XXXX-MB

Re: Character Letter

To: Honorable Judge Burton,

It is my hope this letter, as well as the many others you have received, can give you insight, clarity, and a fresh and new perspective on Patricia A Sahn, Jr., then what is being depicted and presented before you in these proceeding.

Patricia (Patty) has been my childhood friend for approximately the last 45 years. We have shared many experiences and tribulations with each other. We laughed, cried, cheered, mourned, and supported one another through our entire friendship. I can assure you and testify to the fact that Patty **IS NOT** what is being depicted and presented to you today by the opposing counsel and the plaintiffs.

I have personally witnessed and experienced Patty's kindness and thoughtfulness. She is giving of herself, thoughtful and considerate, a gentle timid soul who puts others needs above her own. She is one to never miss a birthday, wedding, graduation, special occasion, or illness/death without sending a card, a bouquet of flowers, a phone call, just to let you know she is celebrating, supporting, and thinking of you. She is always sending a thank you card/note, acknowledging the kindness and thoughtfulness shown to her by others.

I have witnessed over the years her loving relationship with her mother. Especially, the last 8-10 months. I have watched their bond, their love, and their friendship blossom and deepen. I am blessed to be included in this loving, mutually respectful, mother-daughter relationship. There is nothing that Patty wouldn't do for her mother. I have been at Mrs. Sahn house since she has relocated here from The Villages, and have observed Patty waiting on her, overseeing her safety, and monitoring her health by taking her to doctors' appointments and making sure she is remembering to take her medication.

I have also witnessed and had the pleasure of observing this beautiful relationship outside the home. We have on several occasions had meals together at my house and out at restaurants. On one occasion, at Lazy's Dogs in Boca, Patty was assisting her mom with the menu and pointed out the chosen meal had "Walnuts" and made sure when she ordered, and when the meal arrived, that it was free of the Walnuts. On another occasion, again at Lazy Dog, we all ordered dessert and when her mother was done with hers, Mrs. Sahn reached over and started taking and eating Patty's dessert. All of us shared in the laughter and bonding. We have shared outdoor adventures as well, with just recently going to Lion Country Safari and walking around Green Cay a few months ago. Patty was a doting daughter, making sure her mom was well hydrated and careful not to slip or fall.

I HAVE NOW WITNESSED, HEARD, and SEEN THE BRUTALLITY AFFLICATED ON MRS. SAHM. I HAVE BEEN AT MRS. SAHM HOUSE AND SEEN THE ANGER, ANGUISH, FEAR AND PAIN OF LOSING A CHILD THRU LIES AND BANISHMENT. SHE CONSISTNETLY CALLS AND LEAVES MESSAGES ON PATTY'S PHONE BEGGING FOR HER TO CALL HER, WONDERING ABOUT HER SAFETY, MISSING GOING TO BREAKFAST AND RUNNING ERRANDS, AND THAT SHE LOVES HER.

I ask of you, Honorable Judge Burton, I ask and plead of you to have a clear mind, open-empathetic heart, and seek the truth. Quiet your mind, Listen to her MOTHER'S voice. I ask this in your Honorable name and in Jesus Christ.

Fondly,

Julia Jones, R.N.
126 Sea Island Terrace
Boca Raton, Florida 33432(Cell) 561-414-0327

In re Guardianship of Patricia A. Sahm

Revard v. Sahm Jr.

Petition for Injunction for Protection against Exploitation of Vulnerable Adult

Page 11 of 16

NATURE OF PROPERTY	VALUE
Real property located at: 21843 Town Place Drive, Boca Raton, FL 33433	\$511,545.00 per the Palm Beach County Property Appraiser; \$634,000.00 per Zillow.com
Bank of America Account ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	Unknown
Bank of America, Walter E. Sahm Jr Agency Account ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	\$112,904.00
Bank of America, Walter E. Sahm & Patricia A. Sahm Revocable Family Living Trust ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	\$48,943.02
Bank of America, Walter E. Sahm & Patricia A. Sahm Revocable Family Living Trust ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	\$15,226.20
Wells Fargo Walter E. Sahm Jr & Patricia A. Sahm Revocable Trust ending in [REDACTED] 7009 Beracasa Way, Boca Raton, FL 33433	\$24,792.87
Allianz Index Advantage IRA account ending in [REDACTED] PO Box 59060, Minneapolis, MN 55459- 0060	\$253,042.44
Investment Edge 21 VA IRA account ending in [REDACTED] Equitable Financial PO Box 1016, Charlotte, NC 28201-1016	\$260,804.77
JWC Financial IRA JW account ending [REDACTED] National Financial Services/JW Cole	\$105,537.27

In re Guardianship of Patricia A. Sahn

Revard v. Sahn Jr.

Petition for Injunction for Protection against Exploitation of Vulnerable Adult

Page 12 of 16

4301 Anchor Plaza, Suite 450 Tampa, FL 33614	
JWCA AUM IRA DZN account ending in [REDACTED] National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	\$189,684.37
IRA-SEP JW account ending in [REDACTED] National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	\$34,707.82
Patricia A. Sahn Revocable Trust AXA Annuity account ending in [REDACTED] Equitable Financial PO Box 1016, Charlotte, NC 28201-1016	\$329,157.03
Patricia A. Sahn Revocable Trust Midland Annuity account ending in [REDACTED] Midland Financial 8300 Mills Civic Parkway West Des Moines, IA50266	\$962,364.56
Patricia A. Sahn Revocable Trust Prudential Annuity account ending in [REDACTED] Prudential Securities PO Box 14533, Cincinnati, OH 45250-5433	\$225,015.53
Patricia A. Sahn Revocable Trust 1031 Exchange account ending in [REDACTED] JW Cole Financial 4301 Anchor Plaza, Suite 450 Tampa, FL 33614	\$50,564.17
Walter E. Sahn Irrevocable Life Insurance Trust JW Cole Financial 4301 Anchor Plaza, Suite 450 Tampa, FL 33614	\$218,371.96

6. Petitioners believe that the Vulnerable Adult's assets to be frozen are (check one):

worth less than \$1,500

worth between \$1,500 and \$5,000

worth more than \$5,000

7. Petitioners request that the following funds be frozen:

ACCOUNT	VALUE
Bank of America Account ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	Unknown
Allianz Index Advantage IRA account ending in [REDACTED] PO Box 59060, Minneapolis, MN 55459- 0060	\$253,042.44
Investment Edge 21 VA IRA account ending in [REDACTED] Equitable Financial, PO Box 1016, Charlotte, NC 28201-1016	\$260,804.77
JWC Financial IRA JW account ending [REDACTED] National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	\$105,537.27
JWCA AUM IRA DZN account ending in [REDACTED] National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	\$189,684.37
JW Cole Financial IRA-SEP JW account ending in [REDACTED] National Financial Services./ JW Cole 4301 Anchor Plaza, Suite 450 Tampa, FL 33614	\$34,707.82

Exhibit 04 - 20191018 Walt Sahm Proposed Settlement of Mortgage between
Sahm Rev Trust and BFR

Mr. and Mrs. Eliot Bernstein
2753 N.W. 34th St.
Boca Raton, FL. 33434

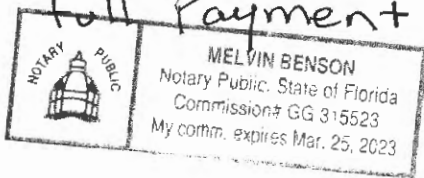
Re, Settlement of Mortgage between
Sahm Revocable Trust and Bernstein family
Realty, LLC.

Dear Candace and Eliot,

As we discussed on our Phone call
Friday, Oct. 11, 2019, we would hope that,
Somehow, Walt and Pat Sahm would receive
a Cashiers Check in the amount of \$200,000.00
in settlement of the amount owed to us for
the Payment of the balloon balance plus,
attorney's fees, Palm Beach County Real Estate
taxes, and delinquent interest.

Please remit the check payable to:
Walter E. Sahm and Patricia A. Sahm
Revocable Family Trust
c/o John M. Cappeller Jr. Esq.
Cappeller Law
350 Camino Gardens Blvd. # 303
Boca Raton, FL. 33432

Should this payment not be mailed in a
timely manner, we will continue
forward with the suit to seek foreclosure
on the Property just as we have been pro-
ceeding. We will not stop this suit until
full payment is received.



John M. Cappeller Jr.

Best Regards,
Walter E. Sahm, Jr.
Patricia A. Sahm Trustee
Patricia A. Sahm Trustee
Sahm Family Living Trust

Exhibit 05 - 20200701 Walter Sahm Codicil to 1999 Will

**FIRST CODICIL
TO
LAST WILL AND TESTAMENT
OF
WALTER E. SAHM, JR.**

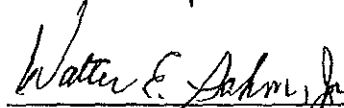
I, **WALTER E. SAHM, JR.**, a resident of Marion County, Florida, publish this as the First Codicil to the Last Will and Testament executed by me on August 31, 1999, in the presence of Maureen West and Lindsay Townsend.

1. I delete Paragraph A. under ARTICLE V of my Will and replace it with the following:

A. I name my daughter, **JOANNA SAHM**, of Blowing Rock, North Carolina, as Personal Representative of my Will. In the event **JOANNA SAHM** predeceases me or is unwilling or unable to act as Personal Representative, I appoint my nephew, **CHARLES J. REVARD**, as alternate Personal Representative.

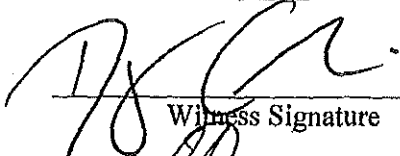
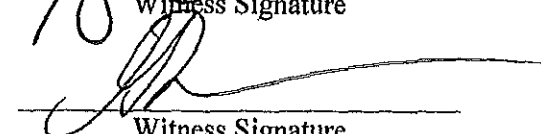
2. In all other respects I republish and confirm all of the provisions of my Will.

Executed at Boca Raton Florida, on July 1, 2020.



WALTER E. SAHM, JR.

This instrument was signed, sealed, published, and declared by the testator as the First Codicil to his Last Will and Testament in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date shown above.

<u>Name</u>	<u>Address</u>
 _____ Witness Signature	<u>2780 NE 48th CT Lighthouse Pt FL</u> _____ 33064
 _____ Witness Signature	<u>1900 S OCEAN BLVD, POM PANO BCH, FL</u> _____ 33062

STATE OF FLORIDA
COUNTY OF MARION

I, **WALTER E. SAHM, JR.**, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my First Codicil to my Last Will and Testament.

Walter E. Sahn, Jr.
WALTER E. SAHM, JR.

We, DOUGLAS J. COLLIER and Glen S. Ferguson, have been sworn by the officer signing below, and declare to that officer on our oaths that the testator declared the instrument to be his First Codicil to his Last Will and Testament and signed it in our presence, and that we each signed the instrument as a witness in the presence of the testator and of each other.

[Signature]
Witness Signature

[Signature]
Witness Signature

Acknowledged and subscribed before me by means of physical presence by the testator, **WALTER E. SAHM, JR.**, who is personally known to me or who has produced State of FL Drivers License as identification, and sworn to and subscribed before me by means of physical presence by the witnesses, DOUGLAS J. COLLIER, who is personally known to me or who has produced _____ as identification, and by Glen S. Ferguson, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the testator and the subscribing witnesses, all on July 1, 2020.

Alicia Mustain
Notary Public, State of Florida
(Stamp Name, Commission # and Expiration below)

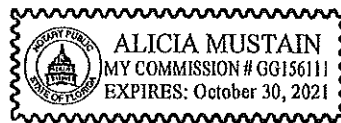


Exhibit 06 - 20230724 AFFIDAVIT OF JOANNA SAHM Pages 74-80 from
20230725 Petition for Injunction against Patty Sahn Jr

IN THE CIRCUIT COURT OF THE FIFTHTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: GUARDIANSHIP OF

File No. 502023GA000245XXXXMB

PATRICIA A. SAHM,
Ward.

_____ /

CHARLES J. REVARD, as Guardian
of Patricia A. Sahn,
Petitioner,

v.

PATRICIA ANNE SAHM, JR.
Respondent.

_____ /

**AFFIDAVIT OF JOANNA E. SAHM IN SUPPORT OF PETITION FOR INJUNCTION
FOR PROTECTION AGAINST EXPLOITATION OF VULNERABLE ADULT**

BEFORE ME, the undersigned authority, personally appeared, JOANNA E. SAHM, who being first duly sworn, deposes and says:

1. I make this Affidavit with the understanding that it is to be used in the above-styled action. All statements contained herein are within my personal knowledge. I am *sui juris*, over the age of 18, and fully competent to testify to the facts recited herein.

2. Patricia A. Sahn, my mother (“**Patricia**” or “**Mom**”), was married to Walter E. Sahn, my father (“**Walt**” or “**Dad**”) until his death on January 5, 2021.

3. Within their estate planning documents, after first designating one another, each of my parents designated me to act as their attorney-in-fact, health care surrogate and successor Trustee.

4. Following my Dad’s death, pursuant to the various capacities in which my parents had designated me to act, I had to gradually take over my mother’s household finances as well as her medication administration as there was a gradual decline in my Mom’s memory and cognition.

5. As a result, I routinely spoke to my Mom several times a day by phone and would frequently visit with her, in addition to taking her to her medical appointments and to handle her errands.

6. In September 2022, my Mom determined that she wished to relocate, from The Villages, Florida, where she and my Dad had retired in, or about April 2008, to Boca Raton, Florida, where she and my Dad had raised their family, me and my sister, Patricia A. Sahm, Jr. (“Patty”).

7. In anticipation of the move, and in light of her decline, my Mom’s long term care insurance provider, Transamerica, had approved her for round-the-clock, in home care. A true and correct copy of correspondence from Transamerica dated November 22, 2022, approving said plan of care, is attached hereto and marked as **Exhibit A**.

8. In December 2022, Patty, who resides in my Mom’s house in North Carolina, determined she would, for the first time, be visiting my Mom for the winter¹. Accordingly, the initiation of the in home care was put on hold.

9. On January 24, 2023, after having lunch with my Mom at her home, Patty initiated an argument with me over the dogs in the house as I was leaving, which culminated with Patty pulling a gun on my partner and I, threatening to kill us both, before being arrested and charged with assault with a deadly weapon. Case No. 502023CF000747AXXXMB is currently pending before the Felony Division of this Court.

10. Pending the resolution of that proceeding, the Court entered its Agreed Final Judgement for Protection Against Repeat Violence and Agreed Final Judgement for Protection Against Repeat Violence against Patty for my partner and me. Case Nos. 502023DR000716XXXXNB and 502023DR000717XXXXNB.

11. Prior to my Dad’s death, he and my Mom had been involved in a contentious, protracted foreclosure proceeding that had become the bane of his existence. Walter E. Sahm and Patricia A. Sahm v. Bernstein Family Realty, LLC, Case No. 502018CA002317XXXXMB (“Bernstein Foreclosure”). One of the things he asked that I do for my Mom was to see the Bernstein Foreclosure through to the end as he felt that they had taken too much advantage of he and my Mom.

12. On April 13, 2023, at a hearing to discharge the second bankruptcy proceeding initiated² following the final judgment within the Bernstein Foreclosure to delay the judicial sale, the Defendants filed an emergency Motion which included allegations that I was taking advantage of my Mom and presented the Court with a form Florida Power of Attorney Revocation signed by

¹ Historically, Patty would only stop by my to see my parents in The Villages on her way to/from Boca Raton, Florida, where she would visit friends for several weeks or months each year.

² In Re Bernstein Family Realty, LLC, Case No. 22-13009-EPK and In Re Eliot Ivan Bernstein, Case No. 23-12630-PDR.

my Mom on March 28, 2023. A true and correct copy of such Revocation is attached hereto and marked as **Exhibit B**.

13. As my Mom had not been previously acquainted with the Defendants nor personally participated within the Bernstein Foreclosure, this was shocking to me.

14. In speaking to my Mom afterwards, she had no recollection of having signed any such document nor did she indicate that she no longer wanted me to act on her behalf.

15. From that date forward, has been a complete nightmare, with my sister, Patty at the helm.

16. On April 14, 2023, I had plans to meet my Mom outside of her home (due to the Injunctions, I cannot go to my Mom's home and was required to make arrangements through a third party, Julia Jones, to do so. See Exhibit B.

a. After I met my Mom, I noted we were being followed by a car containing Michele Wepner, the wife of one of my cousins. As the only person other than my Mom and I who knew of our plans was my sister, Patty; I presumed that Patty had sent Michele to follow us.

b. After I spoke to Officer Gary Desir, of the Boca Raton Police Department, who happened to be in the parking lot, Michele Wepner drove off; returning shortly thereafter, joined by a second car containing Eliot Bernstein and Candace Bernstein, the judgment debtors within the Bernstein Foreclosure.

c. Michele Wepner and the Bernsteins' also spoke to Officer Desir and my Mom and I then left, without anyone following us, to find someplace to have lunch.

17. On April 15, 2023, I contacted Tammy Rivera, a Victim Advocate with the Office of the State Attorney, advising her that the intermediary within the Injunction refused to coordinate a time for me to see my mother and to request assistance. No action was taken.

18. On April 17, 2023, when I called my Mom to remind her of her medications, my calls could not go through; by chance, I was able to speak to my Mom as she had called me to go out to lunch later that day.

a. At lunch, we tested the phones and I still could not call. As my Mom has an older flip phone that neither of us could figure out, we went to the AT&T store, who advised that my number had been blocked on my Mom's phone before removing the block.

b. There was an issue with the A/C at my Mom's house³ and I scheduled a service call for same. As my sister was in the home, I had to call the Boca

³ I am Trustee of Patricia A. Sahm Revocable Trust, which owns the house.

Police Department to meet me at the house so that I speak to the serviceperson and pay them for the call. The responding officers noted that they cannot keep coming to my Mom's house because of the injunction as it diverts their time from serious emergencies.

- c. Concerned for my Mom, in light of the Revocation and feeling I had no alternative, I initiated these guardianship proceedings.

19. On April 19, 2023, I was contacted by Robert Sweetapple, Esq., who had been representing my parents in the Bernstein Foreclosure. Mr. Sweetapple advised that he had just received a strange written statement from my Mom, that he was concerned as to her competency and had an obligation to advise the Court of the same.

20. On April 20, 2023, I emailed Chloe Leedom, Assistant State Attorney for the State in Patty's felony proceeding, to express my concerns about my Mom's safety, particularly given that Patty was actively isolating me from my Mom. A true and correct copy of my email is attached hereto and marked as **Exhibit C**. I received a message advising me to file a notice of violation of the restraining order, which I did.

21. On April 24, 2023, I contacted both the Victim Advocate and Assistant State Attorney to advise:

- a. that my Mom had called me that day, distressed, asking her to come take her away from her house as she was confused and unsure of what people were telling her.
- b. My efforts to coordinate a visit to my Mom through Julia Jones was rebuffed;
- c. That I had tried 21 times to call my Mom back and could not get through.
- d. I shared that I was deeply worried about my Mom and that Patty appeared to be exploiting her with regard to the Bernstein Foreclosure.

A true and correct copy of said email is attached hereto as **Exhibit D**. No action was taken.

22. On April 24, 2023, I spoke to my Mom by telephone

- a. She was asking questions about her Will, stating that she did not remember if she had one.
- b. She was also angry with me for having taken the guns from her house;
- c. She was missing a check for \$569 and asked if I had seen it. I reminded her that I had not been able to see her in over two weeks because of the restraining order. In reviewing my Mom's account, the check was never deposited and I believe it was likely cashed by Patty, as they have the same name.

23. On April 27, 2023, after being unable to contact my Mom for several days, I had to resort to asking Laura Burkhalter, the Court Appointed Attorney for my Mom, to enlist her assistance in finding out if my Mom recalled/would be attending upcoming medical appointments.

24. On May 5, 2023, the Examining Committee conducted their examinations of my mom; their reports unanimously found that my Mom required a limited guardianship.

25. On, or about, May 14, 2023, I spoke to my Mom who had received a number of papers from the Court and didn't understand what it was or why my name was on it. She was concerned that I was trying to "put her away in an institution."

26. At the hearing before the Court on May 23, 2023, my Mom appeared by Zoom and was seated next to my sister; the Court had to repeatedly stop the proceedings to instruct Patty not to pass notes to or whisper answers to our Mom.

- a. That incapacity hearing was further attended by the judgment debtors within the Bernstein Foreclosure, Bernstein Family Realty, LLC, and Kevin C. Hall, who claims to be a mediator within the Bernstein Foreclosure.
- b. At the hearing, my Mom was asked about what medications she takes and she couldn't say, but implied that Patty was helping her.

27. On May 24, 2023:

- a. I was contacted by Robert Sweetapple, Esq., who advised that there was now a purported settlement of the Bernstein Foreclosure, for less than half of what is owed,
- b. I asked my Mom about the settlement; she had no idea what I was talking about and asked why I did not help her.

28. On May 25, 2023, I received a series of disturbing texts from Kevin Hall:

- a. "the details of what Amber, Inger, Eliot and Candice pulled on your mom the night before the hearing was very disturbing."
- b. "if you use my name on this, Patty will pounce."
- c. Confessing to having initiated contact with Patty; and
- d. Noting that on more than a few occasions, Patty wasn't letting my Mom speak for herself.

A true and correct copy of the text messages are attached hereto and marked as **Exhibit E**.

29. On May 26, 2023, I discovered that the online access for my Mom's Chase Freedom credit card, to which she had added me so that I might monitor her account and pay the bill, had been changed; the credit card company confirmed that same were now in Patty's name.

30. On May 27, 2023, I spoke to my Mom by phone and she asked to make plans with me as I had not seen her, at this point, in over six weeks.

- a. We planned to take a walk on May 30, 2023 and my mom wrote the date/place where we would meet down so as not to forget.
- b. During our call, she commented that moving to Boca had been a mistake, that it had been a strange few months.
- c. She randomly apologized for hurting me and thanked me for my help after Dad died.

31. On May 28, 2023, all calls to my Mom went to voicemail and it appeared her phone was turned off.

32. On May 29, 2023

- a. at 7:05 p.m., I received an unsolicited text from my cousin, Michael Wepner, advising that my Mom wouldn't be able to see me as planned, stating she wasn't feeling well and her phone wasn't working. A true and correct copy of such text is attached hereto as **Exhibit F**.
- b. I took a chance and tried my Mom's cell at 8:45 p.m. and she answered. When we spoke, she had no knowledge of being sick or having asked my cousin to cancel our plans and rescheduled our walk.

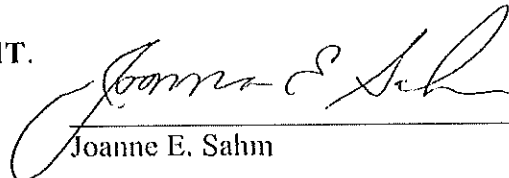
33. On May 30, 2023, I received a voicemail from my Mom, cancelling our plans, stating she is sick, that her attorney said she cannot see me and accused me of stealing from her. This was devastating as I've never done anything but try to help my Mom and honor the plans she and my father made.

34. On June 30, 2023, I discovered that my Mom's Chase Freedom credit card, that she has had since 1997 and which my Mom used for groceries, gas and daily expenses, had been closed.

35. I would not be able to see my Mom again until July 14, 2023, when Charlie came to visit her following his appointment as her limited guardian.

36. In providing information to facilitate the preparation of the Petition for Injunction for Protection Against Exploitation of Vulnerable Adult, I determined that my Mom's medications were not filled during the months of April, May and June 2023.

FURTHER AFFIANT SAYETH NAUGHT.



Joanne E. Sahn

SWORN TO AND SUBSCRIBED before me, by means of physical presence or online notarization this 24 day of July ____, 2023 by Joanna E. Sahm who is () personally known to me or () has produced _____ as identification.

Eileen T. O'Malley
(Signature of notary public)

(Typed name of notary public)
State of Florida
My Commission Expires: _____
Commission Number: _____



NOT A CERTIFIED COPY

Exhibit 07 - 20211215 Signed Affidavit Patricia Sahm for Summary Judgment

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.

**AFFIDAVIT OF AMOUNTS DUE AND OWING IN SUPPORT OF MOTION FOR
FINAL SUMMARY JUDGMENT**

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~
Sumter

BEFORE ME, a notary public duly authorized to take acknowledgements and administer oaths, on this day personally appeared Patricia Sahn, after having been sworn under oath, deposes and says as follows:

1. The affiant Patricia Sahn in this action, has personal knowledge of the facts stated herein obtained from the review of the records.

2. The information in this affidavit is taken from the records. I have knowledge of the procedures for creating these records. They are (a) made at or near the timing of the occurrence of the matters recorded by persons with knowledge of the information in the record, or from information transmitted by persons with knowledge; (b) kept in the course of regular conducted business activities; and (c) it is the regular practice to make such records. The record attached, which I have reviewed, is a true and correct printout that is part of the records described above.

3. The Defendant defaulted and the default has not been cured, and the amount listed below is owed on the Loan.

4. Walter E. Sahm and Patricia Sahm are the owners of the Note.

5. Plaintiffs have been confirmed to be the real party in interest and has the right to foreclose the subject property.

6. The note and mortgage payments are in default by failure to make the payment due June 20, 2014, and all subsequent payments.

7. Walter Sahm and Patricia Sahm have declared the full amount payable under the note and mortgage to be due.

8. The following amounts are due and payable as of ___/2022: (120 days from Order)

Principal:	\$110,000.00;
Interest at Note rate to 6/19/2014:	\$3,850.00;
Default Interest at 18% 6/20/2014 – 12/31/2021	\$149,122.56
Real Property Taxes paid by Lender	\$38,596.62
TOTAL:	\$301,569.18

9. Attached hereto as Exhibit A are true copies of the Records evidencing that Defendants failed to make one or more payments when due under the Note, that said amounts remain unpaid, and the amounts presented due and owing to Plaintiffs.

10. The Plaintiffs have been required to employ the law Offices of Sweetapple, Broeker, & Varkas, P.L., to represent them in this matter and agreed to pay them a reasonable fee for their services.

FURTHER AFFIANT SAYETH NAUGHT.

Patricia Sahm

By: Patricia Sahm

Sworn to (or affirmed) and subscribed before me, by means of **physical presence** or **online notarization**, this 15 day of December 2021 (year), by Patricia Sahm says that this is a true and correct to the best of his/her knowledge, information and belief, who is personally known to me or who has produced Florida Driver License as identification and who did (did not) take an oath.

(Notary must check applicable box).

is/are personally known to me.

produced a current Florida driver's license as identification.

produced _____ as identification.

Notary Seal must be affixed

[Signature]

SIGNATURE OF NOTARY

Sandy Brown
Name of Notary (Typed, Printed or Stamped)

Commission Number: HH 75931

My Commission Expires: December 29, 2024

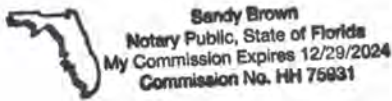


Exhibit 08 - April 19, 2023 Patricia Sahm Sr. Sworn Statement

STATEMENT OF PATRICA A. SAHM

1. I know that my name is Patricia A. Sahm.
2. I know that I am 81 years old. I was born in 1941.
3. I live in Boca Raton in Palm Beach County at 21843 Townplace Drive, Boca Raton, FL 33433.
4. I know that it is Wednesday, the 19th of April.
5. I know that I am going to the local UPS Store to get this statement signed before a Notary Public.
6. I know that my daughter Patty, Jr, is driving me to the UPS store and am going there at my request by my own free will.
7. I know that I am making this statement because of court actions and attempts to take away my free will and my voice.
8. I know I am competent to have my voice heard even in Court. I know I have temporary memory issues from time to time but I am able to care for myself and do care for myself.
9. I know that I was married to Walt E. Sahm, Jr. for 53 years and met him playing basketball myself.
10. I know my husband Walt passed away in January of 2021.

P.S. 4-19-23

11. I know that we had 2 daughters, Patty, Jr and Joanna Sahm and both are still alive.
12. I know that I moved back here to Boca Raton, Florida from The Villages in Marion County.
13. I know a lot about finances and even insurance policies my husband Walt had.
14. I bathe and dress and care for myself daily and often walk up to a half hour to 45 minutes daily and am able to get myself out of my home and community and back sometimes daily.
15. I still drive a car and have to cross highways and turn at Stop lights and do so regularly on my own.
16. I have done this recently to meet my daughter Joanna, including this Monday, the 17th when I met her in a parking lot and left my car there to go to breakfast / brunch with Joanna.
17. I recall being taken after brunch / lunch Monday by Joanna to an office in downtown West Palm Beach.
18. I did not know Joanna was taking me to some downtown office when she went out to meet for brunch/lunch.
19. I remember 2 or 3 people being in the room in the downtown office and one was a woman with red hair.

P.S. 4-19-23

20. I told my daughter Patty Jr. and others about this meeting in West Palm Beach.
21. I was disappointed to learn that my daughter Joanna had sued me that same day to declare me Incapacitated and to take Guardianship over me.
22. I have seen on my daughter Patty Jr.'s computer the Case numbers of cases Joanna has filed against me.
23. I do not have any documents about this but today when I tried to ask my daughter Joanna about the red haired woman at the downtown office she would not give me any information.
24. I have seen a picture of this woman on my daughter Patty Jr's computer and believe this woman is named O'Malley.
25. I have seen on the computer that this woman is an attorney suing me for my daughter Joanna to declare me Incapacitated and get a Guardianship.
26. I know that Joanna has been in charge of many things for several years and has done a good job on parts of my care and paying bills but I also am finding out about things that may be wrong and not the way I would do them.
27. I am not sure when I signed a Power of Attorney for Joanna and do not have a copy of any Power of Attorney for Joanna.

PS.

4-19-23

28. My daughter Patty Jr. has been speaking on the phone over the last several weeks with a gentleman about the Court cases for my husband's Estate and a foreclosure against Eliot Benstein's family.
29. I have not met any attorney named Bradley Shraiberg to represent me and was not living at a North Carolina address on Sweetgrass Drive in April of 2002.
30. I have never had any conversations with Mr. Shraiberg and did not ask him to take any actions on my behalf.
31. I started working with my daughter Patty Jr. last night to respond to an email from attorney Sweetapple but she had computer problems.
32. After I learned more about the cases my daughter Joanna filed against me I wanted to take action to stop this and have my voice heard and asked for assistance.
33. My daughter Patty Jr. is helping me with this at my request.
34. I believe I am very functional and healthy for my age and most times if I don't remember something right away, I do later remember with additional information.
35. I know Simon Bernstein and my husband Walt Sahn were friends and business partners for some time.


A.S. 4-19-23

36. I do not believe if either of them were alive any of this would be happening with the foreclosure case and even with my daughter Joanna filing against me.
37. I believe my husband Walt would be rolling over to know of this.
38. I do not understand all of the court actions but believe some things have happened that Walt would not have wanted and I would not either and did not know about them.
39. I took action to get my own attorney and am looking for my own attorney.
40. I should have a say and be able to speak to my own attorney and make decisions with who this is and what they do.
41. I do not believe my husband Walt would ever want Eliot Bernstein's family to be evicted and out on the street and neither do I.
42. I had agreed to cancel a foreclosure sale but Mr. Sweetapple who claims to be acting for me never spoke to me about this.
43. I have been told that attorney Inger Garcia for the Eliot Bernstein family tried to contact Mr. Sweetapple before the Sale but he never responded to the attorney and never contacted me.
44. I knew Eliot Bernstein may have to file bankruptcy but did not want him to be in that position but knew he might.

PS 41-19-23

45. I did not ask for any of the Bankruptcy actions by Mr. Shraiberg to be done on my behalf.
46. I have not seen the documents but have been told Mr. Sweetapple has filed papers as if my husband Walt was alive when he is not.
47. I have been told other improper or wrong filings were made in this case.
48. I want the foreclosure case over and to be settled.
49. I do not understand why certain monies have not been paid but I did know from when Walt was alive that Ted Bernstein was part of the problem.
50. I have spoken to Bill Stansbury and read his statement and seen where he suggests Ted Bernstein has been part of the problem.
51. I have been told how Eliot Bernstein and his immediate family have tried to settle but have been blocked by Ted and others.
52. I do not know why Mr. Sweetapple has not gone after Ted in this.
53. The email I was trying to respond to with my daughter Patty, Jr. from Mr. Sweetapple says he spoke to me on the day I was taken to the West Palm office.
54. I do not recall speaking to Mr. Sweetapple that day. |
55. I do not know what Mr. Sweetapple looks like and do not recall ever meeting him. ,

P.S. 4-19-23

56. I do not recall telling Mr. Sweetapple to move forward with any foreclosure on my behalf.
57. I want Mr. Sweetapple and Shraiberg to stop acting on my behalf.
58. I want the foreclosure fairly settled. Walt and I were friends with Eliot's parents.
59. Walt and I knew the names of Eliot and Candice Bernstein.
60. I do not think my husband Walt would ever want Eliot's family to be homeless and thinks things would be different if Walt was alive.
61. I do remember a woman coming to my home last week with another individual and have looked at the document and the signature and initials on the revocation are mine.
62. I may not understand all the implications of this but know this document revokes any powers given to Joanna and it is my signature.
63. My daughter Patty has helped me with this document and shown it to me so I can read it.
64. I have asked several people to help me fight any Guardianship and claim that I am Incapacitated and incompetent. 
65. I authorize the local UPS Store to send this document to the following email addresses:

PS - 4-19-23

rsweetapple@sweetapplelaw.com; morgan@twiglaw.com;
cmiller@sweetapplelaw.com
tourcandy@gmail.com, iviewit@iviewit.tv, bss@slp.law,
attorney@ingergarcia.com, patty.sahm@gmail.com.

VERIFICATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Patricia A. Sahm, being duly sworn, deposes and says under oath and penalties of perjury, that I have read the above document and statement and have reviewed the contents and that such matters are true to the best of my my own personal knowledge and believe it to be true and as to any matter on information and belief, I believe same to be true to the best of my own knowledge.

Dated: 4-19-2023 *Patricia A. Sahm*
 Patricia A. Sahm

Sworn to (or affirmed) and subscribed before me by means of [] physical presence
or [] online notarization this 19TH day of April, 2023 by Patricia A. Sahm,

Personally Known OR Produced Identification Type of Identification Produced:
DRIVER LICENSE

who signed in the presence of these witnesses:

Michelle DeOya
 , WITNESS

4/19/2023
DATE

Rolande M. Renaud

Signature of Notary Public – State of Florida)



ROLANDE M. RENAUD
Commission # HH 273277
Expires October 5, 2026

Exhibit 09 - 20220307 William Stansbury Sworn Statement Affidavit Regarding
BFR

Filing # 146674645 E-Filed 03/30/2022 07:36:23 AM

EXHIBIT

CASE NO.: 50-2018-CA-002317
Sahm Foreclosure v BFR, LLC et al

SWORN STATEMENT OF WILLIAM J. STANSBURY

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

SWORN STATEMENT OF WILLIAM E. STANSBURY
WALTER AND PATRICIA SAHM PROPERTY SALE

1. My name is William E. Stansbury and I make this Statement under oath about matters within my own personal knowledge and belief about the circumstances of the sale of real property by Walter and Patricia Sahn involving Simon Bernstein and related parties.
2. I live in Boynton Beach, Florida where I have resided for approximately 16 years.
3. I have worked as a professional in the Life Insurance industry for approximately 45 years which is how I came to know Walter Sahn and

Simon Bernstein and their respective wives Patricia Sahm and Shirley Bernstein.

4. I came to know the Plaintiffs Walter and Patricia Sahm quite a few years before meeting and working with Simon Bernstein, first meeting Walter Sahm around 1984. Prior to meeting Walt, I had been appointed as the Agency Manager for John Hancock Insurance Company covering Palm Beach, Martin, Indian River, and St. Lucie Counties. Prior to this appointment, I was employed by John Hancock in Pittsburgh, Pennsylvania. My new job required me to relocate to Boca Raton, Fl. I had recently earned the Chartered Life Underwriter (CLU) and Chartered Financial Consultant (ChFC) professional designations from the American College. Walt was the General Agent for Transamerica Insurance Company and a member of the Palm Beach County CLU, ChFC Association and he invited me to join the professional organization. I accepted his invitation to join, and we remained friends and professional colleagues ever since. This organization is now known as the Society of Financial Service Professionals, and it was my honor to serve two years as president.
5. For personal family reasons, I retired in 2000 from my position as John Hancock's Director of Agency Operations for the southeastern United States. By 2002 my family crisis had resolved, and I began looking for

something to do that would be in the field of insurance and estate planning. In 2003, I had lunch with Ted Bernstein, and he shared with me that his father, Simon Bernstein, was in the insurance business, and had been introduced to a new estate planning strategy developed by the law firm of Kirkland and Ellis in Chicago. Ted asked me if I would like to speak with him about it. Simon and I met several times and we agreed that I would start working with his company – Life Insurance Concepts (LIC) located on Congress Avenue in Boca Raton, Fl. We generally enjoyed a strong and profitable relationship that ultimately resulted in me having a partnership interest in the business. Over time, I got to know his wife Shirley and learn things about their family through our business relationship.

6. In around 2007, Walt Sahn decided to retire from the position of General Agent for Transamerica. Walt had several long-term, key employees in his agency that he was concerned about if he left. LIC was doing very well and was looking for additional underwriting staff. I suggested that Walt and Simon meet to see what we could do at LIC for his staff. Walt discussed and finally agreed with Simon to move his staff to the same building and floor where LIC was located in Boca Raton. It was a win-win for both parties and, during this process, they got to know each other better. Walt mentioned to Simon that he would be selling his Boca Raton home and moving to the

Villages in Central Florida. At that same time, Simon and Shirley were looking to secure a home for their son Eliot to come live in with his wife Candice and three boys Joshua, Jacob, and Danny Bernstein. In addition to the layout of the house being perfect for the family, the home borders the St. Andrews School which Simon and Shirley thought would be a great choice for their grandchildren to attend. Simon agreed to facilitate the purchase of the house from Walt and Pat Sahn.

7. I recall how happy Shirley Bernstein was to know that her son Eliot and wife Candice and grandchildren would be living nearby, and it was always my understanding and belief from Simon that his son Eliot and his family would have that home to live in for as long as they ever chose.
8. By this time in 2008 I had developed a position of trust and respect with Simon Bernstein to such a degree that Simon Bernstein made me a named Successor Trustee in both his Irrevocable Trust of 2008 and his Revocable Trust of 2008, and I had also become a Trust Protector for Simon Bernstein's Delaware Asset Protection Trust.
9. While I did not know the "ins and outs" of what was going on with Eliot Bernstein and his Technology interests at that time, I knew enough from Simon Bernstein to know that he had a direct concern about protecting the home for his son Eliot Bernstein and family including Eliot's sons, the

grandchildren Josh, Jake, and Danny. The entire transaction for the purchase of the Sahm property was set up by Simon Bernstein as asset protection for the benefit of Eliot Bernstein and family - his wife Candice, and their sons.

10. Simon Bernstein shared with me that he had sufficient assets at that time to pay for the Sahm home in full. Both the Note and Mortgage to Walt and Pat Sahm for \$110,000.00 and the "Second Mortgage" from BFR, LLC back to Simon Bernstein were done specifically and only as asset protection to create an additional layer to protect the property against potential adversaries or creditors against Eliot. My recollection is that Walt and Pat agreed to accept interest only on the mortgage for a period of time and then the terms would be renegotiated.

11. Since I was Simon's business partner and friend, I knew from direct conversation with Simon that he had the more than enough assets to pay off in full the Note and Mortgage to the Sahms. I asked Simon directly what I was supposed to do if I was acting as Trustee regarding the 2 mortgages. I was instructed by Simon that, upon his death, to immediately pay off the Sahms in full plus applicable interest. I was also instructed to "tear up" the Second Mortgage as this was only created as an asset protection vehicle and no repayment or consideration was ever expected.

12. I further knew from direct conversations with Simon Bernstein that neither the payoff in full to the Sahms on the Note and Mortgage nor the “paper tiger” Second Mortgage were in any way to reduce or diminish the amounts Eliot Bernstein and Family would receive from the respective Estates and inheritance from Shirley or Simon Bernstein.
13. I asked Simon if I were no longer willing or able to serve as Trustee should I appoint one of his children, or spouses of children, as the successor trustee. Simon told me that under no circumstances was I to appoint any of his children, or their spouses, to have anything to do with any aspect of his estate. He told me that if that ever happened his family would be ruined forever.
14. My lawyer, Peter Feaman, filed a document in one of the court proceedings showing that Simon had drafted language to reflect this into his testamentary documents. Based upon the documents, it appears that none of Simon’s children should be acting as a Fiduciary over certain Trusts not only because they were considered predeceased in the documents, but because it was against his stated wishes.
15. I have no personal knowledge that either Shirley or Simon’s Estates or Trusts have even been properly accounted for to this day.

16. I have no knowledge that Simon Bernstein ever intended to change his Trust or Will to add back in Pam Simon or Ted Bernstein or their children. Neither Simon Bernstein nor his legal counsel ever came to me to advise me that I was being removed as Successor Trustee in any of his Trusts. I came to learn that Simon Bernstein revised his trust in July 2012 – approximately 2 months before he passed away. The revised document removed me as a successor trustee and added Donald Tescher and Robert Spallina. I was surprised to see this as I recall Simon telling me that he didn't care much for them. In retrospect it appears that Simon had good instincts. I believe that they were introduced to Simon Bernstein by Ted Bernstein.

17. I do know from direct office experience working with Simon Bernstein and his son Ted Bernstein that there did come a time in 2012 when the "tensions in the office" between Simon and Ted started to grow and I could hear loud heated arguments between the two.

18. Ultimately, from what I understand, these disputes between Ted and Simon grew to such an elevated level that Simon moved out of the office space he shared with Ted in the weeks before his passing.

19. These difficulties between Ted and Simon, I believe, also contributed to difficulties in me getting paid proper commissions and, ultimately, I

resigned my position in May 2012. Simon and I never had any discussions to that point that changed anything that I was instructed to do at his passing.

20. I was directly aware that Eliot's sons Joshua, Jacob and Danny's Trusts were the sole and only Members of BFR, LLC which owned the home and, while I am not a lawyer, I would understand clearly that the sons were beneficial owners of the property.
21. It is impossible to imagine that Walt Sahn did not know this and can only speculate that somehow his new counsel may not have filed papers correctly or share with Walt the actions being taken in the mortgage foreclosure action.
22. I do have knowledge just from conversation with Eliot Bernstein about how he had tried to get proper release of funds and assets so the Plaintiffs, Walt and Pat Sahn, could be satisfied and again from what I knew about the monies and assets held by Simon Bernstein at the time of his passing that this Note and Mortgage could have been paid off in full to the Sahms' years ago leaving Eliot, his wife and 3 boys in the home free and clear as his parents wished with an asset with equity value due to the location of the home near St. Andrews school in Boca Raton.

23. I make this Statement under oath to the best of my personal knowledge and have not been promised or threatened in any way to make this statement and do so willingly and voluntarily in a hope to shed light and clarity so proper resolution of interests may occur.

Dated: 3/7/2022 William E. Stansbury
William E. Stansbury

Sworn to before me this 7th day of
March, 2022.

Stevens Milord

NOTARY PUBLIC



STEVENS MILORD
Commission # HH 133331
Expires September 9, 2025
Loaded Thru Budget Notary Services

Exhibit 10 - 20220608 BK HEARING TRANSCRIPT INGER GARCIA ESQ
EXPOSES FRAUDS ON COURTS TO FEDERAL BK JUDGE ERIC KIMBALL
- BERNSTEIN FAMILY REALTY, LLC. CASE NO.: 22-13009

U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

RE: BERNSTEIN FAMILY REALTY, LLC.
CASE NO.: 22-13009
DATE: June 8, 2022

THE HONORABLE ERIK P. KIMBALL, PRESIDING

APPEARANCES:

HEIDI A. FEINMAN, ESQ.
For: US Trustee

ALLEN ROSE, ESQ.
For: Ted Bernstein

INGRID GARCIA, ESQ.
For: Daniel Bernstein, Jacob Bernstein & Joshua
Bernstein

BRAD SCHRABERG, ESQ.
For: Patricia Saum

DAVID BROWN, ESQ.
Officer of the Court

CANDICE BERNSTEIN, PRO SE

ELLIOTT BERNSTEIN, PRO SE

DANIEL BERNSTEIN, PRO SE

CYNTHIA MISSOD, PRO SE

EcoScribe Solutions

www.EcoScribeSolutions.com

888.651.0505



1
2
3 U.S. BANKRUPTCY COURT
4 SOUTHERN DISTRICT OF FLORIDA

5 RE: BERNSTEIN FAMILY REALTY, LLC.
6 CASE NO.: 22-13009
7 DATE: June 8, 2022

8 THE HONORABLE ERIK P. KIMBALL, PRESIDING

9 APPEARANCES:

10 HEIDI A. FEINMAN, ESQ.
11 For: US Trustee

12 ALLEN ROSE, ESQ.
13 For: Ted Bernstein

14 INGRID GARCIA, ESQ.
15 For: Daniel Bernstein, Jacob Bernstein & Joshua
16 Bernstein

17 BRAD SCHRABERG, ESQ.
18 For: Patricia Saum

19 DAVID BROWN, ESQ.
20 Officer of the Court

21 CANDICE BERNSTEIN, PRO SE

22 ELLIOTT BERNSTEIN, PRO SE

DANIEL BERNSTEIN, PRO SE

CYNTHIA MISSOD, PRO SE

1 THE COURT: The next matter I have is
2 Bernstein Family Realty, LLC. I have a large list,
3 forgive me if I just take them in the order that I
4 have them listed. Ms. Feinman.

5 MS. FEINMAN: Good afternoon, Your Honor,
6 Heidi Feinman for the US Trustee.

7 THE COURT: Mr. Rose.

8 MR. ROSE: Good afternoon, Your Honor. Allen
9 Rose for Ted S. Bernstein as successor trustee of the
10 Simon L. Bernstein amended and restated trust.

11 THE COURT: Let's see, Ingrid Garcia.

12 MS. GARCIA: Good afternoon, Your Honor.
13 Ingrid Garcia, I'm here for Daniel, Jacob and Josh
14 Bernstein.

15 THE COURT: Thank you. Brad Schraberg
16 (phonetic).

17 MR. SCHRABERG: Good afternoon, Your Honor,
18 Brad Schraberg on behalf of secured creditor, Patricia
19 Saum (phonetic).

20 THE COURT: David Brown.

21 MR. BROWN: Good afternoon, Your Honor. David
22 Marshal Brown appearing as an officer of the court.

1 THE COURT: Candice - that's an interesting
2 introduction in this case. Candice Bernstein.

3 MS. BERNSTEIN: Hello, yes, Your Honor,
4 Candace Bernstein.

5 THE COURT: Elliott Bernstein.

6 MR. ELLIOTT BERNSTEIN: Yes, Your Honor. Hi,
7 I'm here appearing as an interested person and newly
8 appointed manager of BFR.

9 THE COURT: Okay. Daniel Bernstein.

10 MR. DANIEL BERNSTEIN: Good afternoon, Your
11 Honor. Daniel Bernstein.

12 THE COURT: Jacob Bernstein.

13 MR. JACOB BERNSTEIN: Hello, Your Honor, yes,
14 I'm here.

15 THE COURT: Joshua Bernstein.

16 MR. JOSHUA BERNSTEIN: Hello, Your Honor, I'm
17 here.

18 THE COURT: Louisa Esposito. I have Cynthia
19 Missod (phonetic).

20 MS. MISSOD: Yes, Your Honor.

21 THE COURT: Gloria Helman.

22 MS. MISSOD: Yes, Your Honor, yes.

1 THE COURT: Good, that was Cynthia Missod.
2 Good morning or afternoon. Gloria Helman. Robert Sahan
3 (phonetic). Is there anyone else who would like to
4 appear on the Bernstein Family Realty, LLC case? All
5 right. Ms. Feinman, I have your motion to dismiss and
6 then there's a joinder which asks for, I believe
7 that's Mr. Schraberg's client or clients ask instead
8 that the case be converted. Ms. Feinman.

9 MS. FEINMAN: Yes, Your Honor, good
10 afternoon. It is the US Trustee's emergency motion to
11 dismiss or convert this case to Chapter 7, so there is
12 an option for either avenue. Your Honor, I filed this
13 on June 4th. The court set the notice of hearing was
14 docketed on Monday and we, the US Trustee did send by
15 overnight mail and regular mail to the Bernsteins and
16 the debtor the notice of hearing in the motion, so I
17 do know that it's been received. Your Honor, as you
18 recall this is an involuntary Chapter 11 case that was
19 filed on April 19th, 2022. The court entered the order
20 granting the involuntary relief on May 23rd, 2022. It's
21 the US Trustee's understanding that amongst other
22 assets the debtor does own real property located at

1 2753 Northwest 34th Street in Boca Raton.

2 THE COURT: Hold on a moment. If you are not
3 speaking, can you please put yourself on mute, because
4 I'm hearing some background noise. Thank you very much
5 everyone. Ms. Feinman.

6 MS. FEINMAN: Thank you. Your Honor, you set
7 a status conference on the involuntary petition for
8 May 25th, especially in light of the fact that this is
9 a debtor that is an entity that did not have counsel
10 and at that status conference the Bernsteins did
11 appear with Ms. Garcia, who is the individual
12 Bernstein, I believe children's counsel and at that
13 time you indicated that the debtor did need to get
14 representation and you continued the matter to June
15 1st, which was last week to give the debtor time to
16 find additional counsel. At that hearing, Mr. Brown
17 appeared as proposed counsel for the debtor and asked
18 for certain extensions of time. One of the things
19 again at that hearing that you raised and that the US
20 Trustee was concerned about was that there was no
21 matrix, a creditor matrix and that was in essence
22 having a secret bankruptcy case because no creditors

1 or parties in interest had knowledge other than Mr.
2 Rose and Mr. Schraberg on behalf of their clients. I
3 also raised the fact that we had begun hurricane
4 season and we needed proof of insurance because there
5 was real property. That's where we left it last week.
6 I believe Mr. Brown had asked for an extension of time
7 to file the plan - to file, excuse me, the schedules,
8 but the court did enter an order granting that
9 2016 disclosure of compensation by proposed counsel
10 and application to be employed. Those three things had
11 to be filed by June 3rd and that order further stated
12 that the failure to comply with the terms of the order
13 may result in a dismissal or conversion of the case
14 without further notice or hearing. Separately, I did
15 require, and I sent Mr. Brown an email asking for
16 proof of insurance. Mr. Brown said the debtor had it,
17 but then around 4 o'clock on June 3rd, I received a
18 call from Mr. Brown saying he did not have the 2
19 appropriate information to file with the court. So, I
20 waited until Saturday, the 4th and I filed this
21 emergency motion.
22 Your Honor, as we sit here today which is

1 now the 8th, I still do not have proof of insurance. We
2 did go through as the court is well aware a tropical
3 storm on Friday with very heavy rain at times. Without
4 insurance I do not know if the house has been
5 protected. I do not know if there's any damage. Again,
6 we still have no matrix. Mr. Brown did not file an
7 application to be employed. There's been no retainer
8 agreement. There's been nothing. So, as we sit here
9 today, we still have an entity that is not represented
10 by counsel. We have property that we know of, that the
11 US Trustee knows of, this is real property, but I do
12 not know what other property is out there and I do not
13 know who the creditors are. We cannot schedule a 341
14 Meeting. We cannot move forward. Your Honor, this is a
15 case in which there are - Mr. Schraberg represents
16 creditors who I believe are judgment creditors. They
17 are not protected as far as I could tell with respect
18 to this property and they have a right to be and if
19 this debtor is going to reorganize it should have
20 taken the steps that it needed to reorganize, so Your
21 Honor, under the various sections of 1112B4, I ask
22 this court to dismiss or convert the case, since Mr.

1 Schraberg is a creditor that I know of that is most -
2 potentially his client is the most potentially harmed,
3 I would leave it to him to decide how he feels best
4 protected or his clients and he has filed a joinder in
5 the motion and ask the court to convert the case. I
6 have no basis not to agree with him at this point. If
7 there's property of this estate that can be marketed
8 and sold to pay creditors then that should happen,
9 Your Honor, and so therefore under 1112B4H and
10 1112B4C, I would ask that this court convert the case
11 to Chapter 7. The failure to also to maintain
12 insurance under 1112B4B to me is an indication of a
13 gross mismanagement and that is inappropriate for any
14 debtor to be in this Chapter 11. So again, Your Honor,
15 I would agree with Mr. Schraberg if this is what he
16 would like to do on behalf of his clients to convert
17 the case, this case should be converted to Chapter 7.
18 Thank you.

19 THE COURT: Mr. Schraberg.

20 MR. SCHRABERG: Thank you, Your Honor. As Ms.

21 Feinman stated we join this motion for the reasons she
22 stated as well as the reasons we set forth in our

1 joinder. We believe that it should be converted as
2 opposed to dismiss and its primarily due to what we
3 believe is litigation gamesmanship. This bankruptcy
4 was filed as an involuntary by the three beneficiaries
5 of the trust that own this on the eve of a foreclosure
6 sale. We have a final judgment of foreclosure. This
7 debtor has not appealed it, though I believe Mr.
8 Bernstein, Elliott Bernstein has filed an appeal, but
9 the actual debtor has not. The time to appeal has long
10 since ran and on the eve of a foreclosure because they
11 don't have the corporate authority to file a voluntary
12 bankruptcy, they orchestrated an involuntary
13 bankruptcy by three parties that we do not believe are
14 creditors, they're equity holders. They're beneficial
15 interest in the equity holder. It is for this reason
16 that we need the independent trustee to come in, sell
17 the property and use those proceeds to pay the
18 creditors of this estate. I know Mr. Rose's clients is
19 a creditor that would be in second position and if
20 there is equity from a sale then the beneficiaries of
21 these trusts will receive the distribution, but the
22 gamesmanship needs to need and we're requesting that

1 this case be converted so a trustee can sell it.

2 THE COURT: Before I go to Mr. Brown, anybody

3 else wish to be heard on the motion in joinder. Mr.

4 Rose. You're no mute, Mr. Rose.

5 MR. ROSE: Thank you, Your Honor. Good

6 afternoon. I don't know how much detail you want or

7 need about this, but I do want to make a few points. I

8 am the person with the most historical knowledge

9 because I've been in this case since 2014. Mr.

10 Schraberg only got involved after the Chapter 11

11 involuntary proceeding was commenced as well as Ms.

12 Feinman. So, stop me if I'm boring you, stop me if you

13 don't want the detail. If two weeks ago Mr. Schraberg

14 made what we both acknowledge was a practical

15 consideration of giving the debtor some time to get

16 its feet under it and in the past two weeks nothing

17 has happened that would compel anything other than a

18 conversion to a Chapter 7. Ms. Feinman had said that,

19 you know, amongst other assets, because she does not

20 know whether or not there are other assets, but I

21 believe I do from eight years of being involved in

22 this case and this entity is a single purpose entity

1 that owns one piece of property, it's a residence in
2 Boca. The residence is occupied by the children of
3 Simon Bernstein, Elliott, his wife and three children,
4 essentially rent free for eight years. Mr. Schraberg's
5 client has the first mortgage, it's a purchased money
6 mortgage that currently stands with a \$353,000 final
7 judgment that is no longer appealable. It was not
8 appealed by the BFR Entity. It was appealed by Mr.
9 Elliott Bernstein who is I guess a tenant or an
10 occupant of the property, he appealed it, but the
11 deadline to appeal has long since passed, so Mr.
12 Schraberg's client is sitting there with a \$353,000
13 first mortgage reduced to a judgment accruing interest
14 at 18 percent plus attorneys fees in state court, and
15 the state court judgment includes his past - the taxes
16 that were paid by his client for the past six or seven
17 of the past eight years and all the interest its
18 accrued. My client holds a recorded second mortgage.
19 We don't even show up in the creditor matrix, well not
20 that - in the creditor list that was submitted by the
21 alleged debtor, or now the Chapter 11 debtor. We have
22 a \$365,000 mortgage on top of Mr. Schraberg's

1 mortgage, and we would be entitled in state court to
2 petition for the surplus if there were any and we
3 would be entitled in this court to litigate whether
4 our mortgage is valid. I don't think we need to debate
5 today, but ours is of record. Mr. Bernstein would tell
6 you that it's invalid, it was not intended to be a
7 real mortgage and that they, you know, but that's not
8 we have a single asset, a house in suburban Boca Raton
9 at the height of the boom and I think we all know the
10 boom some day will end and if it hasn't already ended
11 it may end, you know, very soon and we would like to
12 get this property sold. I would prefer it, you know,
13 we're not in state court where everything is in favor
14 of the defendant and the debtor. We're in Bankruptcy
15 Court now at their choice and in Bankruptcy Court the
16 priority is on the creditors of the debtor, and I
17 think the creditors of the debtor including equity are
18 better served with a very swift sale through a 363-
19 process commenced by a Chapter 7 trustee. It's much
20 preferable than a state court online auction. Now, we
21 were, you know, less than 12 hours or 18 hours from a
22 state court online auction when this case was

1 commenced, so that's my client's general position. I
2 have a lot to say about the - I don't know what the
3 debtor's position is. I have a lot to say about why
4 this could never be a Chapter 11, including the fact
5 that they have to petition a state court to allow for
6 some of the \$300,000 that is in the registry of the
7 court for the benefit of three children that's Daniel,
8 Jacob and Joshua to use and what they have proposed is
9 something like \$75,000 or 25 percent of it for the
10 professionals to run through a Chapter 11 proceeding
11 and this is a little bit out. It's not in your record,
12 Your Honor, but it's in my record and - but the point
13 being, you don't need \$75,000 worth of professionals
14 to sell a single-family home in suburban Boca Raton
15 and so I don't think there's any possibility that a
16 Chapter 11 would work. I don't believe a dismissal is
17 in the best interest of the creditors or even the
18 equity considering how far along we are in this
19 court, and you could appoint a Chapter 7 trustee and
20 that would be the most beneficial part. I can talk
21 about the property values, you know, for years I
22 thought our second mortgage was, you know, very under

1 water. It's come to life a bit with this surge, but we
2 don't know how long the surge is going to last. I
3 could talk about if you have any questions about the
4 way this property has been run for the past eight
5 years, I would be glad to tell you, but I don't think
6 there's ever been insurance on the property. The debts
7 have - the taxes have been mostly paid with the
8 exception of last year by Mr. Saum and there's never
9 been, you know, anything other than Mr. Bernstein and
10 his family staying in the house as long as possible
11 until it gets foreclosed. There was some talk about -
12 I don't know if you want me to talk about why the 11
13 wouldn't work, if we're beyond that -

14 THE COURT: No, unless you feel it's relevant
15 to one of the standards that Ms. Feinman cited. I
16 think she actually left out 1112B4E, which is failure
17 to comply with an order of the court, although that is
18 raised in her motion.

19 MR. ROSE: I'll save any comment on why an 11
20 wouldn't work, but it's between a 7 or a dismissal. I
21 think Mr. Schraberg's client as the primary secured
22 judgment creditor, his say should be the most

1 important and the second position regardless of the
2 alleged validity or invalidity of the mortgage that's
3 recorded, we would prefer a Chapter 7, I think that
4 would be the fastest way to justice and the fastest
5 way to protect whatever value is in this property for
6 whomever is entitled to it and I'd answer any
7 questions or if there's anything that's said that I
8 might need to respond to, but otherwise thank you for
9 your time.

10 THE COURT: Thank you. Mr. Brown, I'm going
11 to start with a question for you. What is your role at
12 this point? You did not file a disclosure of
13 compensation, nor is there an application to retain
14 you. I noticed in the beginning you did not introduce
15 yourself as proposed counsel to the debtor.

16 MR. BROWN: That was intentional, Your Honor.
17 Everything is prepared. I have the matrix. I have the
18 affidavit. I have the application, but what I
19 didn't have was the actual retainer. So, I called Ms.
20 Feinman immediately once the deadline ran as a
21 courtesy, professional courtesy because we go back
22 decades.

1 THE COURT: Okay. Are you taking - are you
2 going to take a position on behalf of the debtor at
3 this hearing?

4 MR. BROWN: I'm kind of in an ethical
5 quandary. I would only say that in the interest of
6 judicial economy, just turning this over to a 7
7 trustee who then turns it back over to the creditor is
8 kind of a waste of time. I would just ask for a
9 dismissal.

10 THE COURT: Would anybody else like to be
11 heard?

12 MS. GARCIA: Yes, Your Honor.

13 THE COURT: Ms. Garcia.

14 MS. GARCIA: Hi, Your Honor. Thank you. I
15 don't know what to say except I'm a little bit shocked
16 at what's being represented to the court. I'm so sorry
17 because I completely respect the court system and all
20 the attorneys and I'm fairly new to the case, but I
21 can say this. Under 11USC305, I'm requesting the court
22 to do what's in the best interest of the creditors and

1 the debtors. Now, I did send the trustee just prior to
2 the hearing a copy of the insurance that proves this
3 property is insured. They did insure it timely, but it
4 wasn't titled correctly, so I got the properly titled
5 correctly insurance today, so this property is not at
6 risk. Number two, this joinder that was filed for
7 Walter Saum and Patricia Saum was filed with a dead
8 man and at the last hearing counsel represented that
9 Walter Saum just passed away recently. I have the
10 death certificate and I provided it also to the
11 trustee that he died 18 months ago. The final judgment
12 was done in the name of a dead man. I plan on going
13 back to the state court to Judge Castranacis
14 (phonetic) who I respect because he was my professor
15 in law school, got me my first job with the State
16 Attorney Janet Reno. He's an incredible judge. He was
17 misled in the court, and I want to go back to that
18 court and correct his final judgment, but in the
19 meanwhile, Judge, I'm asking don't convert it to a 7.
20 There's many issues. There's an investment trust that
21 spawns this property. Mr. Rose knows, him and I have
22 been going back and forth that I'm trying to get

1 \$300,000 release to pay Mr. Marshal to defend his case
2 if needed. So, to me, I'm sorry, Judge, I'm very sad
3 and very upset after 30 years of practicing law that
4 these people come in here and tell you the best
5 interest is a Chapter 7, when it's a dismissal without
6 prejudice. Give us a chance to get the money from the
7 attorney who are filing for dead people and who
8 control money that are preventing us from paying this
9 mortgage and let our clients do this correctly, so
10 please do not convert this to a Chapter 7 and hurt
11 this client. This is their family home for years.
12 These are three young teenagers who are trying to do
13 the best they can. So, I'm asking this court to please
14 consider the best interest of the creditors and the
15 debtors. They are not being hurt by going back to the
16 state court. We can go right back to the state court.
17 They didn't file a release of stay within days, they
18 could have done that. They set for six weeks
19 themselves. They could have filed a motion for relief
20 from stay and gone back to the state court themselves,
21 but they didn't, because they want to take this
22 property from these children. So, I'm asking you,

1 please, Your Honor, from the interest of justice to
2 dismiss it without prejudice, let's go back to the
3 state court and if we need to come back to this court
4 we will with counsel and do it properly.

5 THE COURT: Ms. Feinman, would you like to
6 respond to that?

7 MS. FEINMAN: Your Honor, yes, Your Honor.
8 First and foremost, I have no proof of insurance. Ms.
9 Garcia never sent me any insurance. She did not send
10 me insurance at her email at 1 o'clock this afternoon
11 before the hearing, so as I sit here today, I have no
12 insurance, but mostly and more importantly, Your Honor
13 and you're right, I missed 1112B4E, it is in my
14 motion. The debtor failed to comply with the court
15 order. That in and of itself is enough for this court
16 to do something. We have an entity that cannot be
17 represented - well, can be represented, but is not
18 represented and we have a situation where the largest
19 creditor, which appears to be the largest creditor,
20 Mr. Schraberg's client would like the case to be
21 converted. I see no other reason not to do that, Your
22 Honor. Mr. Schraberg can speak to the fact that Mr.

1 Saum has passed away, but I think those are legal
2 issues that he can address if the court would like,
3 but at this point we are in a situation where we
4 cannot let this case continue on the way it is. The
5 debtors had significant time and has done nothing and
6 so, Your Honor, if during the Chapter 7 the trustee
7 and the debtor can reach some agreement to have a case
8 dismissed that can always happen, but this case cannot
9 consider - be considered in an 11 at this point, so I
10 would continue with my request that the case be
11 converted to a Chapter 7. Thank you.

12 THE COURT: Mr. Schraberg, at a recent
13 hearing you suggested that your two clients were joint
14 owners of the claim and when Mr. Saum died the other
15 person became the sole owner of the claim. Would you
16 like to add anything to that on that particular issue?

17 MR. SCHRABERG: Yes. May I say that's what
18 happened. They were owners of this mortgage entity and
19 by the entities at the time of his death, Patricia
20 Saum became the 100 percent owner of the mortgage.
21 There isn't going to be an issue with regard to our
22 judgment. I want to - so there's - that is a red

1 herring. The best interest of the creditors, there's
2 nothing that Ms. Garcia said that can't be handled in
3 this bankruptcy proceeding. What can't happen if this
4 goes back to state court is a quick sale of this
5 property at the height of this market where interest
6 rates are rising, and nobody knows what's going to
7 happen tomorrow in the market. Bankruptcy offers the
8 ability to sell the property -

9 THE COURT: Let me short circuit this. Ms.

10 Garcia's entire argument is based on the best interest
11 of the indirect equity owners of the debtor, which is
12 not what Section 1112 talks about, so you don't need
13 to go any further with that. Ms. Garcia, were you
14 representing the individuals who signed the
15 involuntary petition at the time that it was filed?

16 MS. GARCIA: No, Your Honor.

17 THE COURT: It seems like a very creative
18 solution to file an involuntary petition under
19 circumstances where an entity has no manager who could
20 sign a voluntary petition. I wonder whether there was
21 somebody who advised them on that particular issue.

22 MS. GARCIA: Your Honor, all I can address on

1 that issue is that in the underlying case this entity
2 is part of the final judgment as it exists and nobody
3 brought up to that point either, so I think Judge
4 Castranacis needs to be informed of what's really
5 going on so he can void the final judgment adnitio
6 (phoenetic)fraud on the court.

7 THE COURT: Doesn't it seem like if your
8 clients really wanted to continue litigating in the
9 state court, they could have done that rather than
10 commence this apparently ill-advised involuntary,
11 which now they'd like to withdraw.

12 MS. GARCIA: I think it's in the best
13 interest of everyone including the creditors to
14 withdraw this, allow us to go back to state court and
15 if the state court wants to set the sale, they can set
16 the sale. In the meanwhile, it gives me an opportunity
17 to do the right thing as an attorney for the children
18 who this is their home for what, 20 plus years, this
19 family, and there's a lot of issues, Your Honor.
20 There's a lot of money that could have been used to
21 pay. There's a trust fund that I need to seek
22 accountants for to prove that there's millions of

1 dollars that could have paid this judgment. So, we're
2 being held back by creditors who have access to funds
3 who are contesting access to funds for our clients to
4 pay this. So, it's kind of a situation that's very
5 unique and I just firmly believe this should be
6 dismissed and allow us to go back to state court and
7 to correct it there.

8 THE COURT: Let me start my ruling on
9 something that isn't addressed in Section 1112. It's
10 fairly basic. When an involuntary petition is filed,
11 that is a very significant act. It is a significant
12 act when an entity such as this files a voluntary
13 petition, that exercises broad based powers that are
14 available only to a person or entity that is involved
15 in the Title 11 proceeding. An involuntary is
16 typically used in order to attempt to collect on a
17 debt from an entity where the creditors generally
18 would benefit from a bankruptcy proceeding. It is
19 extremely unusual, and the code is set up in such a
20 way that if you file one and it was a very bad idea
21 you could be held liable for that. This is not
22 something that should be used lightly and here it

1 looks like it was used strategically, but that has
2 nothing to do with the court's analysis today nor Mr.
3 Rose, and I don't mean to suggest any displeasure at
4 all with your presentation, nor do a lot of the
5 substantive issues that you reference have any impact
6 on the court's decision. There is obviously cause
7 under Section 1112B here and there are at least three.
8 I'm going to leave off the fourth one, Ms. Feinman,
9 because that usually requires presentation of
10 independent evidence. After a hearing at which
11 deadlines were specifically discussed, I entered an
12 order requiring that certain things be done by a
13 particular date and none of those things happened,
14 there is therefore cause under Section 1112B4E,
15 because the debtors failed to comply with an order of
16 the court, an order which I note threatened conversion
17 or dismissal without any further hearing and I'm
18 having this hearing because Ms. Feinman filed a motion
19 and I thought it better to hear the arguments and more
20 importantly see whether the debtor actually had
21 counsel who appeared with an application and had been
22 paid a retainer which counsel is entitled to, that

1 didn't happen. In addition, the United States Trustee
2 is requesting information that has not been received.
3 This is not a surprise, that was discussed at the last
4 hearing. That is also independent cause under 1112B4H
5 and finally, it is very important, and we are in the
6 hurricane season and apparently the debtor's sole
7 asset is a piece of real estate with a building on it.
8 When the US Trustee asked for proof of insurance and
9 it's not tendered, that means that I'm allowed to
10 conclude that there isn't any that's adequate under
11 the circumstances, that would also be cause under
12 1112B4C. I'm not going to address the gross
13 mismanagement argument, because again, that would
14 require usually separate evidence. Each of those
15 findings by itself would be sufficient to cause the
16 court to determine that the case should be dismissed
17 or converted. The only argument in favor of dismissal
18 is that the debtors indirect equity owners who filed
19 the voluntary petition ill advisably apparently in
20 order to avoid a foreclosure because the entity was
21 unable to file a voluntary. That it would be in their
22 interest for me to dismiss the case and let them go

1 back to state court and do battle. No one else has
2 weighed in on that side. The standard for the court is
3 what's in the best interest of creditors in the estate
4 and I'm confident that the estate and creditors are
5 best served by conversion of this case so that an
6 independent trustee can ascertain what should happen
7 with the underlying property and so I will enter that
8 order and Ms. Feinman would you like -

9 MR. ELLIOTT BERNSTEIN: Your Honor -

10 THE COURT: Hold on a moment. Would you like
11 to tender -

12 MR. ELLIOTT BERNSTEIN: Your Honor -

13 THE COURT: Hold on a moment.

14 MR. ELLIOTT BERNSTEIN: Okay.

15 THE COURT: Would you like to tender it, or
16 would you prefer that the court do its own order?
17 Sometimes the US Trustee likes to tender the order.

18 MS. FEINMAN: I'm happy to tender the order,
19 Your Honor.

20 THE COURT: Was that Mr. Elliott Bernstein, I
21 believe speaking?

22 MR. ELLIOTT BERNSTEIN: That is, sir. First,

1 just because I might - I'm on a lot of medicine and I
2 have a 250 over 150 blood pressure and I'm in need of
3 a bypass that I'm holding off to help out with my kids
4 who just elected me, but just a few matters. I just
5 heard counsel for the boys say that she sent the
6 trustee the proof of insurance, so unless an officer
7 of the court is lying to you, we do have proof of
8 insurance, it is named in the trustee the way they
9 wanted it with the address, etcetera. So, I'm not sure
10 why she didn't get that email or why she's challenging
11 that Ms. Garcia is a liar.

12 THE COURT: Mr. Bernstein, Mr. Bernstein,
13 apparently the attempt to do that was today. It's
14 late.

15 MR. ELLIOTT BERNSTEIN: It was done.

16 THE COURT: Okay. Mr. Bernstein, I've already
17 ruled.

18 MR. ELLIOTT BERNSTEIN: Okay.

19 THE COURT: You can ask a question.

20 MR. ELLIOTT BERNSTEIN: Can I also put on the
21 record - I also want to ask a question.

22 THE COURT: You get two sentences, Mr. Bernstein

1 MR. ELLIOTT BERNSTEIN: Yeah, just for appeal
2 and what not. I just need to know how did Walter Saum
3 file a notice of hearing in this case when he's been
4 dead for over a year and a half.

5 THE COURT: Mr. Bernstein, that had nothing
6 to do with my ruling, literally nothing.

7 MR. ELLIOTT BERNSTEIN: No, I'm just asking -

8 THE COURT: Do you have anything else you'd
9 like to ask? I'm going to give you one sentence.

10 MR. ELLIOTT BERNSTEIN: Yes. How did that
11 dead man file a motion and why -

12 THE COURT: That's enough. I just muted Mr.
13 Bernstein. All right. Does anybody else wish to be
14 heard? Okay. Ms. Feinman, if you can please tender the
15 order.

16 MS. FEINMAN: I will. Thank you, Your Honor.

17 THE COURT: Good afternoon, everyone.

18 MR. SCHRABERG: Thank you, Your Honor.

19

20

21

22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

(WHEREUPON THE RECORDING WAS CONCLUDED)

* * * * *

CERTIFICATE

I, KELLY SELLERS, certify that the foregoing is a correct transcript from the official electronic sound recording of the proceedings in the above-entitled matter, to the best of my ability.

Signed this 5th day of July, 2022.



Kelly Sellers, AD/T 544

<hr/> \$ <hr/>	25 13:9	addition 25:1
\$300,000 13:6 18:1	250 27:2	additional 5:16
\$353,000 11:6,12	25th 5:8	address 20:2 21:22 25:12 27:9
\$365,000 11:22	2753 5:1	addressed 23:9
\$75,000 13:9,13	<hr/> 3 <hr/>	adequate 25:10
<hr/> (<hr/>	30 18:3	adnitio 22:5
(phoenetic)fraud 22:6	341 7:13	advisably 25:19
<hr/> 1 <hr/>	34th 5:1	advised 21:21
1 19:10	363- 12:18	affidavit 15:18
100 20:20	3rd 6:11,17	after 10:10 18:3 24:10
11 4:18 8:14 10:10 11:21 13:4,10, 16 14:12,19 20:9 23:15	<hr/> 4 <hr/>	afternoon 2:5,8,12,17,21 3:10 4:2,10 10:6 19:10 28:17
1112 21:12 23:9	4 6:17	again 5:19 7:5 8:14 25:13
1112B 24:7	4th 4:13 6:20	ago 10:13 17:11
1112B4 7:21	<hr/> 7 <hr/>	agree 8:6,15
1112B4B 8:12	7 4:11 8:11,17 10:18 12:19 13:19 14:20 15:3 16:6 17:19 18:5,10 20:6,11	agreement 7:8 20:7
1112B4C 8:10 25:12	<hr/> 8 <hr/>	alleged 11:21 15:2
1112B4E 14:16 19:13 24:14	8th 7:1	Allen 2:8
1112B4H 8:9 25:4	<hr/> A <hr/>	allow 13:5 22:14 23:6
11USC305 16:21	ability 21:8	allowed 25:9
12 12:21	about 5:20 10:7 13:2,3,21 14:3, 11,12 21:12	along 13:18
150 27:2	access 23:2,3	already 12:10 27:16
18 11:14 12:21 17:11	accountants 22:22	also 6:3 8:11 17:10 25:4,11 27:20,21
19th 4:19	accrued 11:18	although 14:17
1st 5:15	accruing 11:13	always 20:8
<hr/> 2 <hr/>	acknowledge 10:14	amended 2:10
2 6:18	act 23:11,12	amongst 4:21 10:19
20 22:18	actual 9:9 15:19	analysis 24:2
2014 10:9	actually 14:16 24:20	answer 15:6
2016 6:9	add 20:16	any 7:5 8:13 12:2 13:15 14:3,19 15:6 19:9 21:13 24:3,5,17 25:10
2022 4:19,20		anybody 10:2 16:10 28:13
23rd 4:20		anyone 4:3
		anything 10:17 14:9 15:7 20:16 28:8
		apparently 22:10 25:6,19 27:13
		appeal 9:8,9 11:11 28:1

appealable 11:7		BFR 3:8 11:8
appealed 9:7 11:8,10		bit 13:11 14:1 16:15
appear 4:4 5:11		blood 27:2
appeared 5:17 24:21		Boca 5:1 11:2 12:8 13:14
appearing 2:22 3:7		boom 12:9,10
appears 19:19		boring 10:12
application 6:10 7:7 15:13,18 24:21		both 10:14
appoint 13:19		boys 27:5
appointed 3:8		Brad 2:15,18
appropriate 6:19		broad 23:13
April 4:19		brought 22:3
are 5:2 7:13,15,16,17 9:13 10:20 12:17 13:18 16:1 18:7,8,12,15 20:1,3 21:6 23:3,13 24:7 25:5 26:4		Brown 2:20,21,22 5:16 6:6,15, 16,18 7:6 10:2 15:10,16 16:4
argument 21:10 25:13,17		building 25:7
arguments 24:19		bypass 27:3
around 6:17		
ascertain 26:6		
ask 4:7 7:21 8:5,10 16:8 27:19, 21 28:9		
asked 5:17 6:6 25:8		
asking 6:15 17:19 18:13,22 28:7		
asks 4:6		
asset 12:8 25:7		
assets 4:22 10:19,20		
attempt 23:16 27:13		
attorney 17:16 18:7 22:17		
attorneys 11:14 16:20		
auction 12:20,22		
authority 9:11		
available 23:14		
avenue 4:12		
avoid 25:20		
aware 7:2		
away 17:9 20:1		
	<hr/> B <hr/>	
	back 15:21 16:7 17:13,17,22 18:15,16,20 19:2,3 21:4 22:14 23:2,6 26:1	
	background 5:4	
	bad 23:20	
	bankruptcy 5:22 9:3,12,13 12:14,15 21:3,7 23:18	
	based 21:10 23:13	
	basic 23:10	
	basis 8:6	
	battle 26:1	
	became 20:15,20	
	because 5:3,22 6:4 9:10 10:9,19 15:21 16:17 17:14 18:21 24:9,15, 18 25:13,20 27:1	
	been 4:17 7:4,7,8 10:9 14:4,6,7,9 17:22 22:20 24:21 25:2 28:3	
	before 10:2 19:11	
	beginning 15:14	
	begun 6:3	
	behalf 2:18 6:2 8:16 16:2	
	being 10:21 13:13 16:16 18:15 23:2	
	believe 4:6 5:12 6:6 7:16 9:1,3, 7,13 10:21 13:16 23:5 26:21	
	beneficial 9:14 13:20	
	beneficiaries 9:4,20	
	benefit 13:7 23:18	
	Bernstein 2:2,9,10,14 3:2,3,4,5, 6,9,10,11,12,13,15,16 4:4 5:12 9:8 11:3,9 12:5 14:9 26:9,12,14, 20,22 27:12,15,16,18,20,22 28:1, 5,7,10,13	
	Bernsteins 4:15 5:10	
	best 8:3 13:17 16:22 18:4,13,14 21:1,10 22:12 26:3,5	
	better 12:18 24:19	
	between 14:20	
	beyond 14:13	
		<hr/> C <hr/>
		call 6:18
		called 15:19
		can 5:3 8:7 10:1 13:20 16:21 18:13,16 19:17,22 20:2,7,8 21:22 22:5,15 26:6 27:19,20 28:14
		Candace 3:4
		Candice 3:1,2
		cannot 7:13,14 19:16 20:4,8
		can't 21:2,3
		case 3:2 4:4,8,11,18 5:22 6:13 7:15,22 8:5,10,17 10:1,9,22 12:22 16:20 18:1 19:20 20:4,7,8, 10 22:1 25:16,22 26:5 28:3
		Castranacis 17:13 22:4
		cause 24:6,14 25:4,11,15
		certain 5:18 24:12
		certificate 17:10
		challenging 27:10
		chance 18:6
		Chapter 4:11,18 8:11,14,17 10:10,18 11:21 12:19 13:4,10,16, 19 15:3 18:5,10 20:6,11

children 11:2,3 13:7 18:22 22:17	converted 4:8 8:17 9:1 10:1 19:21 20:11 25:17	death 17:10 20:19
children's 5:12	copy 17:2	debate 12:4
choice 12:15	corporate 9:11	debt 23:17
circuit 21:9	correct 17:18 23:7	debtor 4:16,22 5:9,13,15,17 6:16 7:19 8:14 9:7,9 10:15 11:21 12:14,16,17 15:15 16:2 19:14 20:7 21:11 24:20
circumstances 21:19 25:11	correctly 17:4,5 18:9	debtors 17:1 18:15 20:5 24:15 25:18
cited 14:15	could 7:17 13:4,19 14:3 18:18, 19 21:19 22:9,20 23:1,21	debtor's 13:3 25:6
claim 20:14,15	counsel 5:9,12,16,17 6:9 7:10 15:15 17:8 19:4 24:21,22 27:5	debts 14:6
client 4:7 8:2 11:5,12,16,18 14:21 18:11 19:20	court 2:1,7,11,15,20,22 3:1,5,9, 12,15,18,21 4:1,13,19 5:2 6:8,19 7:2,22 8:5,10,19 10:2 11:14,15 12:1,3,13,15,20,22 13:5,7 14:14, 17 15:10 16:1,10,13,16,17,21 17:13,17,18 18:13,16,20 19:3,5, 14,15 20:2,12 21:4,9,17 22:6,7,9, 14,15 23:6,8 24:16 25:16 26:1,2, 10,13,15,16,20 27:7,12,16,19,22 28:5,8,12,17	decades 15:22
clients 4:7 6:2 8:4,16 9:18 18:9 20:13 22:8 23:3	court,and 13:19	decide 8:3
client's 13:1	courtesy 15:21	decision 24:6
code 23:19	court's 24:2,6	defend 18:1
collect 23:16	creative 21:17	defendant 12:14
come 9:16 14:1 18:4 19:3	creditor 2:18 5:21 8:1 9:19 11:19,20 14:22 16:7 19:19	detail 10:6,13
commence 22:10	creditors 5:22 7:13,16 8:8 9:14, 18 12:16,17 13:17 16:22 18:14 21:1 22:13 23:2,17 26:3,4	determine 25:16
commenced 10:11 12:19 13:1	currently 11:6	did 4:14 5:9,10,13 6:8,14,18 7:2, 6 15:12,14 17:1,3 19:9 28:2,10
comment 14:19	Cynthia 3:18 4:1	didn't 18:17,21 25:1 27:10
compel 10:17		didn'thave 15:19
compensation 6:9 15:13		died 17:11 20:14
completely 16:17		disclosure 6:9 15:12
comply 6:12 14:17 19:14 24:15		discussed 24:11 25:3
concerned 5:20		dismiss 4:5,11 7:22 9:2 19:2 25:22
conclude 25:10		dismissal 6:13 13:16 14:20 16:9 18:5 24:17 25:17
conference 5:7,10		dismissed 20:8 23:6 25:16
confident 26:4		displeasure 24:3
consider 18:14 20:9		distribution 9:21
consideration 10:15		docketed 4:14
considered 20:9		Doesn't 22:7
considering 13:18		dollars 23:1
contesting 23:3		don't 9:11 10:6,13 11:19 12:4 13:2,13,15,16 14:2,5,12 16:15 17:19 21:12 24:3
continue 20:4,10 22:8		due 9:2
continued 5:14		during 20:6
control 18:8		
conversion 6:13 10:18 24:16 26:5		
convert 4:11 7:22 8:5,10,16 17:19 18:10		

D

<hr/> E <hr/>	except 16:15	foreclosure 9:5,6,10 25:20
economy 16:6	exception 14:8	foremost 19:8
eight 10:21 11:4,17 14:4	excuse 6:7	forgive 2:3
either 4:12 22:3	exercises 23:13	forth 8:22 17:22
elected 27:4	exists 22:2	forward 7:14
Elliott 3:5,6 9:8 11:3,9 26:9,12, 14,20,22 27:15,18,20 28:1,7,10	extension 6:6	fourth 24:8
else 4:3 10:3 16:10 26:1 28:8,13	extensions 5:18	free 11:4
email 6:15 19:10 27:10	extremely 23:19	Friday 7:3
emergency 4:10 6:21	<hr/> F <hr/>	fund 22:21
employed 6:10 7:7	fact 5:8 6:3 13:4 19:22	funds 23:2,3
end 12:10,11	failed 19:14 24:15	further 6:11,14 21:13 24:17
ended 12:10	failure 6:12 8:11 14:16	<hr/> G <hr/>
enough 19:15 28:12	fairly 16:20 23:10	gamesmanship 9:3,22
enter 6:8 26:7	family 2:2 4:4 14:10 18:11 22:19	Garcia 2:11,12,13 5:11 16:12,13, 14 19:9 21:2,13,16,22 22:12 27:11
entered 4:19 24:11	fastest 15:4	Garcia's 21:10
entire 21:10	favor 12:13 25:17	general 13:1
entities 20:19	feel 14:14	generally 23:17
entitled 12:1,3 15:6 24:22	feels 8:3	give 5:15 18:6 28:9
entity 5:9 7:9 10:22 11:8 19:16 20:18 21:19 22:1 23:12,14,17 25:20	fees 11:14	gives 22:16
equity 9:14,15,20 12:17 13:18 21:11 25:18	feet 10:16	giving 10:15
especially 5:8	Feinman 2:4,5,6 4:5,8,9 5:5,6 8:21 10:12,18 14:15 15:20 19:5,7 24:8,18 26:8,18 28:14,16	glad 14:5
Esposito 3:18	file 6:7,19 7:6 9:11 15:12 18:17 21:18 23:20 25:21 28:3,11	Gloria 3:21 4:2
essence 5:21	filed 4:12,19 6:11,20 8:4 9:4,8 17:6,7 18:19 21:15 23:10 24:18 25:18	good 2:5,8,12,17,21 3:10 4:1,2,9 10:5 28:17
essentially 11:4	files 23:12	granting 4:20 6:8
estate 8:7 9:18 25:7 26:3,4	filing 18:7	gross 8:13 25:12
etcetera 27:9	final 9:6 11:6 17:11,18 22:2,5	guess 11:9
ethical 16:4	finally 25:5	<hr/> H <hr/>
eve 9:5,10	find 5:16	half 28:4
even 11:19 13:17	findings 25:15	handled 21:2
ever 14:6	firmly 23:5	happen 8:8 20:8 21:3,7 25:1 26:6
everyone 5:5 22:13 28:17	first 11:5,13 17:15 19:8 26:22	happened 10:17 20:18 24:13
everything 12:13 15:17	foreclosed 14:11	happy 26:18
evidence 24:10 25:14		

harmed 8:2	hurricane 6:3 25:6	introduce 15:14
hasn't 12:10	hurt 18:10,15	introduction 3:2
he 6:18 8:3,4,15 11:10 17:11,14, 16 20:2 22:5	<hr/> I <hr/>	invalid 12:6
hear 24:19	idea 23:20	invalidity 15:2
heard 10:3 16:11 27:5 28:14	ill 25:19	investment 17:20
hearing 4:13,16 5:4,16,19 6:14 16:3 17:2,8 19:11 20:13 24:10, 17,18 25:4 28:3	ill-advised 22:10	involuntary 4:18,20 5:7 9:4,12 10:11 21:15,18 22:10 23:10,15
heavy 7:3	immediately 15:20	involved 10:10,21 23:14
Heidi 2:6	impact 24:5	isn't 20:21 23:9 25:10
height 12:9 21:5	important 15:1 25:5	issue 20:16,21 21:21 22:1
held 23:2,21	importantly 19:12 24:20	issues 17:20 20:2 22:19 24:5
Hello 3:3,13,16	inappropriate 8:13	it's 4:17,20 11:1,5 12:6,19 13:11,12 14:1,14,20 18:5 22:12 23:9 25:9 27:13
Helman 3:21 4:2	includes 11:15	I'd 15:6
help 27:3	including 12:17 13:4 22:13	I'll 14:19
her 14:18 19:10	incredible 17:16	I'm 2:13 3:7,14,16 5:4 10:12 15:10 16:4,15,16,20,21 17:19,22 18:2 24:8,17 25:9,12 26:4,18 27:1,2,3 28:7,9
here 2:13 3:7,14,17 6:22 7:8 18:4 19:11 23:22 24:7	independent 9:16 24:10 25:4 26:6	I've 10:9 27:16
herring 21:1	indicated 5:13	<hr/> J <hr/>
he's 17:16 28:3	indication 8:12	Jacob 2:13 3:12,13 13:8
Hi 3:6 16:14	indirect 21:11 25:18	Janet 17:16
him 8:3,6 17:21	individual 5:11	job 17:15
his 8:2,4,16 11:3,15,16 14:10,22 17:18 18:1 20:19	individuals 21:14	join 8:21
historical 10:8	information 6:19 25:2	joinder 4:6 8:4 9:1 10:3 17:6
Hold 5:2 26:10,13	informed 22:4	joint 20:13
holder 9:15	Ingrid 2:11,13	Josh 2:13
holders 9:14	instead 4:7	Joshua 3:15,16 13:8
holding 27:3	insurance 6:4,16 7:1,4 8:12 14:6 17:2,5 19:8,9,10,12 25:8 27:6,8	judge 17:13,16,19 18:2 22:3
holds 11:18	insure 17:3	judgment 7:16 9:6 11:7,13,15 14:22 17:11,18 20:22 22:2,5 23:1
home 13:14 18:11 22:18	insured 17:3	judicial 16:6
Honor 2:5,8,12,17,21 3:3,6,11, 13,16,20,22 4:9,12,17 5:6 6:22 7:14,21 8:9,14,20 10:5 13:12 15:16 16:12,14 19:1,7,12,22 20:6 21:16,22 22:19 26:9,12,19 28:16, 18	intended 12:6	June 4:13 5:14 6:11,17
hours 12:21	intentional 15:16	justice 15:4 19:1
house 7:4 12:8 14:10	interest 6:1 9:15 11:13,17 13:17 16:5,22 18:5,14 19:1 21:1,5,10 22:13 25:22 26:3	
	interested 3:7	
	interesting 3:1	

<hr/> K <hr/>	LLC 2:2 4:4 located 4:22 long 9:9 11:11 14:2,10 longer 11:7 looks 24:1 lot 13:2,3 22:19,20 24:4 27:1 Louisa 3:18 lying 27:7	moment 5:2 26:10,13 Monday 4:14 money 11:5 18:6,8 22:20 months 17:11 more 19:12 24:19 morning 4:2 mortgage 11:5,6,13,18,22 12:1, 4,7 13:22 15:2 18:9 20:18,20 most 8:1,2 10:8 13:20 14:22 mostly 14:7 19:12 motion 4:5,10,16 6:21 8:5,21 10:3 14:18 18:19 19:14 24:18 28:11 move 7:14 mute 5:3 10:4 muted 28:12
<hr/> L <hr/>	<hr/> M <hr/>	<hr/> N <hr/>
large 2:2 largest 19:18,19 last 5:15 6:5 14:2,8 17:8 25:3 late 27:14 law 17:15 18:3 least 24:7 leave 8:3 24:8 left 6:5 14:16 legal 20:1 less 12:21 let's 2:11 19:2 liable 23:21 liar 27:11 life 14:1 light 5:8 lightly 23:22 like 4:3 8:16 12:11 13:9 16:10 19:5,20 20:2,16 21:17 22:7,11 24:1 26:8,10,15 28:9 likes 26:17 list 2:2 11:20 listed 2:4 literally 28:6 litigate 12:3 litigating 22:8 litigation 9:3 little 13:11 16:15	made 10:14 mail 4:15 maintain 8:11 make 10:7 man 17:8,12 28:11 manager 3:8 21:19 many 17:20 market 21:5,7 marketed 8:7 Marshal 2:22 18:1 matrix 5:21 7:6 11:19 15:17 matter 2:1 5:14 matters 27:4 me 2:3 6:7 8:12 10:12 14:12 17:15 18:2 19:9,10 21:9 22:16 23:8 25:22 27:4 mean 24:3 means 25:9 meanwhile 17:19 22:16 medicine 27:1 Meeting 7:14 might 15:8 27:1 millions 22:22 misled 17:17 mismanagement 8:13 25:13 missed 19:13 Missod 3:19,20,22 4:1	name 17:12 named 27:8 need 5:13 9:16,22 10:7 12:4 13:13 15:8 19:3 21:12 22:21 27:2 28:2 needed 6:4 7:20 18:2 needs 9:22 22:4 never 13:4 14:8 19:9 new 16:20 newly 3:7 next 2:1 nobody 21:6 22:2 noise 5:4 none 24:13 nor 15:13 24:2,4 Northwest 5:1 note 24:16 nothing 7:8 10:16 20:5 21:2 24:2 28:5,6 notice 4:13,16 6:14 28:3 noticed 15:14

Number 17:6	particular 20:16 21:21 24:13	priority 12:16
<hr/>	parties 6:1 9:13	proceeding 10:11 13:10 21:3 23:15,18
O	passed 11:11 17:9 20:1	proceeds 9:17
<hr/>	past 10:16 11:15,16,17 14:4	process 12:19
obviously 24:6	Patricia 2:18 17:7 20:19	professional 15:21
occupant 11:10	pay 8:8 9:17 18:1 22:21 23:4	professionals 13:10,13
occupied 11:2	paying 18:8	professor 17:14
offers 21:7	people 18:4,7	proof 6:4,16 7:1 19:8 25:8 27:6,7
officer 2:22 27:6	percent 11:14 13:9 20:20	properly 17:4 19:4
once 15:20	person 3:7 10:8 20:15 23:14	property 4:22 6:5 7:10,11,12,18 8:7 9:17 11:1,10 12:12 13:21 14:4,6 15:5 17:3,5,21 18:22 21:5, 8 26:7
one 5:18 11:1 14:15 23:20 24:8 26:1 28:9	petition 5:7 12:2 13:5 21:15,18, 20 23:10,13 25:19	proposed 5:17 6:9 13:8 15:15
online 12:20,22	phonetic 2:16,19 3:19 4:3 17:14	protect 15:5
only 10:10 16:5 23:14 25:17	piece 11:1 25:7	protected 7:5,17 8:4
opportunity 22:16	plan 6:7 17:12	prove 22:22
opposed 9:2	please 5:3 18:10,13 19:1 28:14	proves 17:2
option 4:12	plus 11:14 22:18	provided 17:10
orchestrated 9:12	point 8:6 13:12 15:12 20:3,9 22:3	purchased 11:5
order 2:3 4:19 6:8,11,12 14:17 19:15 23:16 24:12,15,16 25:20 26:8,16,17,18 28:15	points 10:7	purpose 10:22
other 4:21 6:1 7:12 10:17,19,20 14:9 19:21 20:14	position 9:19 13:1,3 15:1 16:2	put 5:3 27:20
otherwise 15:8	possibility 13:15	<hr/>
our 8:22 12:4 13:22 18:9 20:21 23:3	possible 14:10	Q
ours 12:5	potentially 8:2	<hr/>
out 7:12 13:11 14:16 27:3	powers 23:13	quandary 16:5
over 16:6,7 27:2 28:4	practical 10:14	question 15:11 27:19,21
overnight 4:15	practicing 18:3	questions 14:3 15:7
own 4:22 9:5 26:16	prefer 12:12 15:3 26:16	quick 21:4
owner 20:15,20	preferable 12:20	<hr/>
owners 20:14,18 21:11 25:18	prejudice 18:6 19:2	R
owns 11:1	prepared 15:17	<hr/>
o'clock 6:17 19:10	presentation 24:4,9	rain 7:3
<hr/>	pressure 27:2	raised 5:19 6:3 14:18
P	preventing 18:8	ran 9:10 15:20
<hr/>	primarily 9:2	rates 21:6
paid 11:16 14:7 23:1 24:22	primary 14:21	Raton 5:1 12:8 13:14
part 13:20 22:2	prior 17:1	reach 20:7
		real 4:22 6:5 7:11 12:7 25:7

really 22:4,8
Realty 2:2 4:4
reason 9:15 19:21
reasons 8:21,22
recall 4:18
receive 9:21
received 4:17 6:17 25:2
recent 20:12
recently 17:9
record 12:5 13:11,12 27:21
recorded 11:18 15:3
red 20:22
reduced 11:13
reference 24:5
regard 20:21
regardless 15:1
registry 13:6
regular 4:15
release 18:1,17
relevant 14:14
relief 4:20 18:19
Reno 17:16
rent 11:4
reorganize 7:19,20
representation 5:14
represented 7:9 16:16 17:8
19:17,18
representing 21:14
represents 7:15
request 20:10
requesting 9:22 16:21 25:2
require 6:15 25:14
requires 24:9
requiring 24:12
residence 11:1,2
respect 7:17 16:17 17:14
respond 15:8 19:6

restated 2:10
result 6:13
retain 15:13
retainer 7:7 15:19 24:22
right 4:5 7:18 18:16 19:13 22:17
28:13
rising 21:6
risk 17:6
Robert 4:2
role 15:11
Rose 2:7,8,9 6:2 10:4,5 14:19
17:21 24:3
Rose's 9:18
ruled 27:17
ruling 23:8 28:6
run 13:10 14:4

S

sad 18:2
Sahan 4:2
said 6:16 10:18 15:7 21:2
sale 9:6,20 12:18 21:4 22:15,16
Saturday 6:20
Saum 2:19 14:8 17:7,9 20:1,14,
20 28:2
save 14:19
say 13:2,3 14:22 16:5,15,21
20:17 27:5
saying 6:18
schedule 7:13
schedules 6:7
school 17:15
Schraberg 2:15,17,18 6:2 7:15
8:1,15,19,20 10:10,13 19:22
20:12,17 28:18
Schraberg's 4:7 11:4,12,22
14:21 19:20
season 6:4 25:6
second 9:19 11:18 13:22 15:1

secret 5:22
Section 21:12 23:9 24:7,14
sections 7:21
secured 2:18 14:21
see 2:11 19:21 24:20
seek 22:21
seem 22:7
seems 21:17
sell 9:16 10:1 13:14 21:8
send 4:14 17:1 19:9
sent 6:15 19:9 27:5
sentence 28:9
sentences 27:22
separate 25:14
Separately 6:14
served 12:18 26:5
set 4:13 5:6 8:22 18:18 22:15
23:19
seven 11:16
she 8:21 10:19 14:16 19:9 27:5,
10
she's 27:10
shocked 16:15
short 21:9
should 7:19 8:8,17 9:1 14:22
23:5,22 25:16 26:6
show 11:19
side 26:2
sign 21:20
signed 21:14
significant 20:5 23:11
Simon 2:10 11:3
since 7:22 9:10 10:9 11:11
single 10:22 12:8
single-family 13:14
sir 26:22
sit 6:22 7:8 19:11
sitting 11:12

situation 19:18 20:3 23:4
six 11:16 18:18
So, it's 23:4
So, i'm 18:13,22 27:9
So, we're 23:1
sold 8:8 12:12
sole 20:15 25:6
solution 21:18
some 5:4 10:15 12:10 13:6 14:11 20:7
somebody 21:21
something 13:9 19:16 23:9,22
Sometimes 26:17
soon 12:11
sorry 16:16 18:2
spawns 17:21
speak 19:22
speaking 5:3 26:21
specifically 24:11
standard 26:2
standards 14:15
stands 11:6
start 15:11 23:8
state 11:14,15 12:1,13,20,22 13:5 17:13,15 18:16,20 19:3 21:4 22:9,14,15 23:6 26:1
stated 6:11 8:21,22
States 25:1
status 5:7,10
stay 18:17,20
staying 14:10
steps 7:20
still 7:1,6,9
stop 10:12
storm 7:3
strategically 24:1
Street 5:1
submitted 11:20

substantive 24:5
suburban 12:8 13:14
successor 2:9
such 23:12,19
sufficient 25:15
suggest 24:3
suggested 20:13
sure 27:9
surge 14:1,2
surplus 12:2
surprise 25:3
swift 12:18
system 16:17

T

take 2:3 16:2 18:21
taken 7:20
taking 16:1
talk 13:20 14:3,11,12
talks 21:12
taxes 11:15 14:7
Ted 2:9
teenagers 18:12
tell 7:17 12:5 14:5 18:4
tenant 11:9
tender 26:11,15,17,18 28:14
tendered 25:9
terms 6:12
that's 3:1 4:7 6:5 12:7 13:1,7 15:2,7 20:17 23:4 25:10 28:12
there's 4:6 7:5,7,8 8:7 13:15 14:6,8 15:7 17:20 20:22 21:1 22:19,20,21,22
they'd 22:11
they're 9:14
thing 22:17
things 5:18 6:10 24:12,13
think 12:4,9,17 13:15 14:5,16,21

15:3 20:1 22:3,12
thought 13:22 24:19
threatened 24:16
three 6:10 9:4,13 11:3 13:7 18:12 24:7
through 7:2 12:18 13:10
time 5:13,15,18 6:6 9:9 10:15 15:9 16:8 20:5,19 21:15
timely 17:3
times 7:3
Title 23:15
titled 17:4
today 6:22 7:9 12:5 17:5 19:11 24:2 27:13
tomorrow 21:7
top 11:22
tropical 7:2
trust 2:10 9:5 17:20 22:21
trustee 2:6,9 4:14 5:20 7:11 9:16 10:1 12:19 13:19 16:7 17:1,11 20:6 25:1,8 26:6,17 27:6,8
Trustee's 4:10,21
trusts 9:21
turning 16:6
turns 16:7
two 10:13,16 17:6 20:13 27:22
typically 23:16

U

unable 25:21
under 7:21 8:9,12 10:16 13:22 16:21 21:18 24:7,14 25:4,10,11
underlying 22:1 26:7
understanding 4:21
unique 23:5
United 25:1
unless 14:14 27:6
until 6:20 14:11
unusual 23:19

up 11:19 22:3 23:19

upset 18:3

use 9:17 13:8

used 22:20 23:16,22 24:1

usually 24:9 25:14

V

valid 12:4

validity 15:2

value 15:5

values 13:21

various 7:21

void 22:5

voluntary 9:11 21:20 23:12
25:19,21

W

waited 6:20

Walter 17:7,9 28:2

wanted 22:8 27:9

wasn't 17:4

waste 16:8

water 14:1

week 5:15 6:5

weeks 10:13,16 18:18

weighed 26:2

well 7:2 8:22 10:11 11:19 19:17

we're 9:22 12:13,14 14:13

what's 16:16,22 21:6 22:4 26:3

whomever 15:6

wife 11:3

withdraw 22:11,14

work 13:16 14:13,20

worth 13:13

wouldn't 14:13,20

Y

year 14:8 28:4

years 10:21 11:4,17 13:21 14:5
18:3,11 22:18

young 18:12

you'd 28:8

you're 10:4 19:13

Exhibit 11 - 20220825 BK BFR HEARING JOANNA SAHM TESTIMONY AND
SANCTIONS FOR BERNSTEIN CHILDREN

(LINK TO HEARING AUDIO -

<https://iviewit.tv/Simon%20and%20Shirley%20Estate/20220825%20BK%20BFR%20HEARING%20HIT%20JOB%20KIMBALL%20SANCTIONS%20BOYS.mp>

4

Court Reporter: All rise.

Judge Eric Kimball: Good morning. Thank you very much. Please have a seat. Let's see, we're here, Ms. Leonard is the record ready?

Ms. Leonard: Yes.

Judge Eric Kimball: Yes. We're here in the matter of Bernstein Family Realty, LLC. Could I have appearances? Mr. Shraiberg, good morning.

Bradley Shraiberg: Good morning, your honor. Um, Brad Shraiberg on behalf of, uh, uh, Joanna Sahm as personal representative of the Estate of Walter Sahm, and Patricia Sahm. Uh, they're the move-ins enjoined today, um, with my partner, Mr. Eric. Pendergraph.

Judge Eric Kimball: Good morning.

Bradley Shraiberg: And, um, Ms. Joanna Sahm, my client.

Judge Eric Kimball: And good morning.

Joanna Sahm: Morning.

Judge Eric Kimball: Now, we have nobody on the other side of the courtroom. Um, yeah. Why don't you stay at the podium for a moment? Uh, and then I'm going, oh, please. Yes.

Bradley Shraiberg: Do you want me to wear the mask, or?

Judge Eric Kimball: It's, that's entirely up to you. I'm very far away from you. And I've had so many shots that I feel like, uh--

Bradley Shraiberg: Follow the rules.

Judge Eric Kimball: But, but it's, it's yeah.

Alan Rose: Alan Rose, R-O-S-E on behalf of Ted S. Bernstein as successor trustee in the Simon Bernstein Trust.

Judge Eric Kimball: Right. Thank you. You don't need to bend over for the microphones by the way. And good morning. All right. So, uh, yeah, this is sort of an interesting circumstance. Um, we don't have any of the respondents right now, so I have a motion for sanctions at ECF 69, which has been set for evidentiary hearing today. I initially said it for a non-evidentiary hearing, and then I decided that would frankly be a waste of time.

And so a month ago, or maybe 31 days ago, I set this evidentiary hearing, used a very brief scheduling, uh, provision providing for the exchange of exhibits four business days ago under the local rules. I think I only have exhibits from the

movement. There has been nothing filed by any of the respondents who are, um, Joshua Bernstein, Jacob Bernstein, Daniel Bernstein, um, and also their parents Eliot and Candice Bernstein.

Um, now I, I, I think it was yesterday or was it the day before, Mr. Eliot Bernstein filed a motion that I interpreted as partly a motion to deny the motion for sanctions without a hearing, and partly a motion to continue the hearing today, I did a written order on that, knowing that it would otherwise go out in the mail. Uh, the clerk sent it to several email addresses that they found for him in the docket. So I'm assuming that he got it, but I note for the record that that document was filed only on behalf of Eliot Bernstein. And there are four other respondents to this motion, so they didn't even file anything. Um, I have no reason not to go forward with the hearing today. And so what would you like to present?

Bradley Shraiberg: Um, your honor, it, uh, may make sense due to the litigious nature of the parties that we are, um, uh, seeking sanctions against to, um, make a formal record versus proffering. I do think that, um, this will not take long

Judge Eric Kimball: I have no, I have no objection to that.

Bradley Shraiberg: Um, uh, with that, um, we would like to introduce and move, um, uh, exhibits 1 through 27 into evidence. Um, we uploaded the exhibits and our amended exhibit register via CMECF at 2:00 PM on Friday, August 19th. Prior to 3:00 PM, we separately emailed a Microsoft OneDrive cloud-based file sharing service link containing the exhibits and the amended exhibit register to each of the Bernsteins and requested that receipt be confirmed. Prior to 3:00 PM, we sent via Federal Express priority, overnight delivery, a USB drive containing everything as well as a paper copy of the amended exhibit register to the Bernstein's physical address at 2753 Northwest 34th Street in Boca Raton, 33434.

And we filed a certificate of service at ECF number 91. The order setting today's hearing, which was at ECF number 76 states, "The parties must exchange exhibits per the procedures of local rule, 9070-1. And that failure to do so may result in denial of admission, into evidence. We received no written objections to our exhibits under local rule 9070-1A3, and no good cause exists for the court to allow objections by the Bernsteins that are not based on rule 402 or 403 for unfair prejudice or confusion, et cetera." Um--

Judge Eric Kimball: Let me comment for the record also that that particular local rule has an entire segment, which is tailored to those who are not represented by counsel in order to assist them in complying with, with the rule. And so it, this is not something designed just for lawyers and they have failed to comply with, apparently, the provisions that the court has fashions for, for pro se parties.

Bradley Shraiberg: Uh, even more so I believe the order setting today's hearing gave an actual link to those rules.

Judge Eric Kimball: Yes, I know.

Bradley Shraiberg: Uh, so, um, for those reasons we, uh, seek to admit exhibits 1 through 27 into evidence

Judge Eric Kimball: Exhibits 1 through 27 are admitted.

Bradley Shraiberg: Thank you. Uh, at this time we would like to call Ms. Joanna Sahm to the witness stand.

Judge Eric Kimball: Very good. Good morning. If you can make your way over to the box when you get there f- remain standing, I'll swear you in.

Joanna Sahm: Thank you.

Judge Eric Kimball: Do you swear under penalty of perjury that the testimony you're about to give before this court will be the truth, the whole truth, and nothing but the truth?

Joanna Sahm: I do.

Judge Eric Kimball: Thank you. Please have a seat. Now, you don't need to lean into the microphone and feel free to move it to someplace comfortable if you need to.

Joanna Sahm: Thank you.

Judge Eric Kimball: But don't be more than maybe two feet away from it.

Joanna Sahm: Okay.

Judge Eric Kimball: Okay.

Joanna Sahm: Thank you.

Bradley Shraiberg: Um, can we give her a physical exhibit **[inaudible 00:06:16]**

Judge Eric Kimball: Absolutely. And you don't need to ask to approach if you need to, but don't speak in the area between the podium and the witness box or else it won't be recorded.

Bradley Shraiberg: Perfect. Thank you. Uh, please introduce yourself.

Joanna Sahm: My name's Joanna Eileen Sahm.

Bradley Shraiberg: Uh, and where do you currently reside?

Joanna Sahm: In the Villages, Florida.

Bradley Shraiberg: And to the, do you know who Walter Sahm and Patricia Sahm are?

Joanna Sahm: Those are my parents.

Bradley Shraiberg: Uh, are you currently the personal representative, Mr.-- Your father has passed away? Correct?

Joanna Sahm: He passed away last year.

Bradley Shraiberg: Are you the, um, personal representative of his estate?

Joanna Sahm: I am.

Bradley Shraiberg: Uh--

Judge Eric Kimball: Hold on a moment, Ms. Leonard are the, is the witness' witness box? Yeah. Just, just move closer or move the microphone closer to you. It doesn't need to be right.

Joanna Sahm: I'm fine. I just don't wanna scream in it, but (laugh).

Judge Eric Kimball: No, we'll be fine.

Joanna Sahm: [inaudible 00:07:11] out of here.

Judge Eric Kimball: We'll, we'll be fine.

Bradley Shraiberg: And, uh, how old is, your mother's still alive? Correct?

Joanna Sahm: She is. She just turned 81.

Bradley Shraiberg: And, um, are you a representative on her behalf in any capacity?

Joanna Sahm: Yes, I am, I am her pre-guardian and power of attorney. She has, um, documented cognitive impairment. So I handle all of her affairs.

Bradley Shraiberg: Can you look in the exhibit binder in front of you at exhibit 27?

Judge Eric Kimball: If you just give me a moment.

Joanna Sahm: Okay.

Bradley Shraiberg: Do you recognize exhibit 27?

Joanna Sahm: Yes. This is the mortgage that was written up between my parents and the Bernstein Family Realty, LLC.

Bradley Shraiberg: And do you know if there was a foreclosure action with regard to this mortgage?

Joanna Sahm: There was in April of, April, um, well, it was the, the final judgment was issued in, uh, December of 2021 for a foreclosure sale in April of 2022.

Bradley Shraiberg: Out of curiosity, are you familiar with the real estate that, um, this mortgage encumbers?

Joanna Sahm: I am, I am.

Bradley Shraiberg: How are you familiar with it?

Joanna Sahm: Um, it's where I grew up. It's my childhood home.

Bradley Shraiberg: And you stated that there was a, um, final judgment of foreclosure. Was that foreclosure set for, um, a judicial sale?

Joanna Sahm: It was, it was set for April 20th, 2022.

Bradley Shraiberg: And that judicial sale did not go forward, correct?

Joanna Sahm: It did not.

Bradley Shraiberg: How come?

Joanna Sahm: Um, the Bernstein Family Realty filed, um, a bankruptcy, um, on the 19th, April 19th, 2022. And that cancelled the foreclosure sale with the clerk of court.

Bradley Shraiberg: To the best of your knowledge, um, exhibit 27, did, um, uh, the borrower, the debtor in this case, Bernstein Family Realty ever make a mortgage payment?

Joanna Sahm: No, they did not.

Bradley Shraiberg: Did your parents ever have to advance real estate taxes to prevent a real estate-- Uh, uh, uh, did your parents ever advance real estate taxes?

Joanna Sahm: Yes, they did. There were several years between 2008 and 2021 that my parents had to pay the taxes on this property.

Bradley Shraiberg: Do you know who currently resides at the, um, real estate, uh, located at, um, uh, 2753 Northwest 34th Street?

Joanna Sahm: To the best of my know, I know that Eliot Bernstein and Candice Bernstein reside there to the best of my knowledge, the three sons also reside at the residence.

Bradley Shraiberg: Uh, can you turn to exhibit 35? Oops.

Judge Eric Kimball: Ms. Sahm, could you give the names of the three sons you just referred to?

Joanna Sahm: Jacob, Daniel. And I don't know the third name of the third child. I'm sorry.

Judge Eric Kimball: Do you know if it is Josh?

Joanna Sahm: Josh. That's it. Thank you very much, Joshua.

Bradley Shraiberg: Uh, you said that you are familiar with, um, uh, the property, 'cause it is where you grew up, correct?

Joanna Sahm: Correct.

Bradley Shraiberg: And you also have a morg- the first mortgage on that property?

Joanna Sahm: Yes.

Bradley Shraiberg: Uh, if you were to rent the property, do you know what you would rent it for? An amount?

Joanna Sahm: 5,000.

Bradley Shraiberg: How do you come up with that number?

Joanna Sahm: There are listings out there for area code 33434, and 33431 and 33433, that are all the surrounding areas and that actual neighborhood. And that is the neighborhood is the humble and the house is very humble. And it's, that is the below average amount for what a three bedroom, two and a half bath pool home in that neighborhood and surrounding area would rent for.

Bradley Shraiberg: You said it's below average. What do you think the average is?

Joanna Sahm: About 5,500 I would say. Based on the comparisons.

Bradley Shraiberg: Because of the filing of this involuntary proceeding, you obviously hired counsel, correct?

Joanna Sahm: Correct.

Bradley Shraiberg: Uh, and that, that counsel was my law firm?

Joanna Sahm: Correct.

Bradley Shraiberg: And you've agreed to pay us a reasonable fee for our services?

Joanna Sahm: Yes.

Bradley Shraiberg: And to date, you have paid all of the invoices timely that you have received?

Joanna Sahm: Yes.

Bradley Shraiberg: Uh, but due to the actions and due to the state of the case, um, are you aware that there is significant work in progress that you have not been invoiced for today?

Joanna Sahm: Yes.

Bradley Shraiberg: I Oh, uh, as of August 16th, that amount that you, um, have e-combined paid and owe our firm is \$34,758 and 30 cents?

Joanna Sahm: Correct.

Bradley Shraiberg: Uh, and in between August 16th and through today, there have been 21.6 additional hours of service performed?

Joanna Sahm: Yes.

Bradley Shraiberg: Which was in an additional \$9,120.

Joanna Sahm: Yes.

Bradley Shraiberg: To the best of your knowledge, the Bernsteins have lived in the premises during this bankruptcy?

Joanna Sahm: Yes.

Bradley Shraiberg: And they still live there today?

Joanna Sahm: Yes.

Bradley Shraiberg: One moment, your honor. I have no further questions. Just a moment, please.

Judge Eric Kimball: All right.

Bradley Shraiberg: Oh.

Judge Eric Kimball: It's okay.

Bradley Shraiberg: I apologize. I do have one question.

Judge Eric Kimball: Go ahead question. Yep.

Bradley Shraiberg: Um, do you know if the, um, uh, judicial sale has been reset?

Joanna Sahm: It, the motion's been filed to reset it. It's going to be approximate from what I'm told approximately 60 days between now and 60 days from now.

Bradley Shraiberg: For the actual sale.

Joanna Sahm: Right.

Bradley Shraiberg: Thank you.

Joanna Sahm: To be set. Thank you.

Judge Eric Kimball: All righty. Thank you.

Bradley Shraiberg: Um, today we are seeking monetary sanctions against the three petitioning creditors, uh, Joshua Bernstein, Jacob Bernstein, and Daniel Bernstein, um, uh, for the legal fees incurred as well as six months' rent that they have been able to stay in the property improperly, um, due to this improper bankruptcy. Um, uh, it would've been sold the next day and they have now been in, they have now enjoyed free rent for what appears to be six additional months. Uh--

Judge Eric Kimball: But it's not necessarily about them. Those three petitioners. It's the fact that your clients were unable to obtain the property and therefore couldn't rent it, correct?

Bradley Shraiberg: Correct. Yes.

Judge Eric Kimball: I, for example, I don't have evidence that the three petitioners live there, Ms. Sahm just said she doesn't know.

Bradley Shraiberg: Right.

Judge Eric Kimball: I don't think that I don't, I don't think that matters.

Bradley Shraiberg: Sure.

Judge Eric Kimball: Uh, the que-- the-- you're saying that because the petition was inappropriate.

Bradley Shraiberg: Yes.

Judge Eric Kimball: And you have two different arguments under 9011.

Bradley Shraiberg: Yep.

Judge Eric Kimball: Um, that, uh, and, and you want me to make those findings and I would, I would like you to get to that also it would be nice if you talked about the evidence that I admitted.

Bradley Shraiberg: Sure. We will.

Judge Eric Kimball: Okay. I don't know if you're intending to do that, but I would like to be walked through it.

Bradley Shraiberg: Yes.

Judge Eric Kimball: Um, but let's assume there's a violation under, under B1 or B3. And then I go to C to determine sanctions.

Bradley Shraiberg: Correct.

Judge Eric Kimball: Uh, and one of the components that you have is that, but for the petition, assuming I find that it was wrongfully filed, um, that, uh, you would've got your client, clients would have obtained title.

Bradley Shraiberg: Yes.

Judge Eric Kimball: Long ago, and you want rent for that. That's what you just said. So it's not about the fact that the three petitioners have rent, are rent free. It's the denial of the damages to the clients? Not, not the petitioner's benefit. Right?

Bradley Shraiberg: Correct. Um, plus the legal fees that, um, my clients have incurred due to this wrongful ba-- the, the improper filing.

Judge Eric Kimball: Not just on the motion itself, but everything that follows from the petition.

Bradley Shraiberg: Correct.

Judge Eric Kimball: Right.

Bradley Shraiberg: Um, and second is, um, with regard to Eliot Bernstein and Candice Bernstein, along with the three petitioning creditors, we are asking that their pleadings in this file be stricken. Um, and that comes from, uh, just going full circle. We, we think that, uh, in it's ironic that in this case, they have completely taken the position of the, the best, the best defense is in offense. And every one of their pleadings is name calling with regard to every lawyer that has touched this file, as well as I believe every judge that has touched this file, both in the state court matters and the bankruptcy court, um, have all committed fraud. There was a fraud that occurred here and it was nothing to do with any of the petitioning creditors who didn't a, excuse me, any of the actual creditors that, um, are here today with Mr. Rose's clients and, um, myself.

We didn't ask to come to bankruptcy court. It was an, uh, an involuntary petition by the debtor against itself, which is as wrongful of a, uh, as improper as can be. Um, uh, uh, and then in support of this motion, Eliot Bernstein, Candice Bernstein, and the petitioning creditors have laced this, um, uh, file with allegations of fraud that are as improper as can be. Um, our client has a judgment. If they believe that the judgment that there was something wrong with the judgment, there were state court remedies to fix that. They, the borrower itself didn't even do that. There was a final non-applicable judgment against this debtor, um, uh--

Judge Eric Kimball: Which is the actual, the owner of the property in question.

Bradley Shraiberg: Correct. Um, parties that were named because they lived there. One part, two parties actually appealed. Eliot Bernstein appealed. And we put in our,

um, uh, exhibit binder, um, the dismissal of that appeal because the fourth DCA said he cannot file pro se pleadings anymore. Um, so that was the basis of the dismissal of his appeal. Um, I believe the children as they're not tenants they're entities, that just, that are there. And we, the, the plaintiff suspected that, um, uh, to, uh, uh, clear the title, um, uh, there is an appeal pending and today is their deadline to file a brief. We would be surprised if they filed a brief today.

Um, uh, uh, but either way the judicial sale will go forward. There was, as this court, um, may remember, um, a motion by them filed to stay the foreclosure sale, um, pending the appeal. Judge Kastrenakes has heard that hearing, um, uh, pre-petition and entered an order post-petition that this court granted, um, retroactive stay relief.

Judge Eric Kimball: So, okay. Hold on. You just said something I didn't know. So there was actually a hearing on that motion?

Bradley Shraiberg: I wasn't the pre-petition.

Judge Eric Kimball: Okay. Fine. No, it's fine.

Bradley Shraiberg: Yeah. Okay. Um, uh, so I—

Judge Eric Kimball: I remember at a recent hearing going through all of the briefs that were filed in connection with that, there were many filed in connection with that, um, those motions and they were ruled on. Anyway, go ahead.

Bradley Shraiberg: But regardless, just taking it to the simplest form, our client has a judgment. Under the bankruptcy code, we are a creditor. Um, we've never committed fraud. We have standing in this bankruptcy case, the case was filed because of us. Um, uh, there's never fraud and to lace a, um, uh, uh, I, I always think that, um, uh, plagiarism, excuse me, um, uh, uh, liable and slander are unique because in a courtroom there's an exemption. So that they can say whatever they want in a pleading. And I have no idea what my future is when, who would ever look at cases that I've filed that Mr. Pendergraph, Mr. Rose, um, Ms. Fineman, um, uh, any lawyer that touched this file, um, uh, who would ever look at, um, uh, anything, uh, uh, fraud is in there and it's improper.

And I think anyone that would look at the next 200 pages would realize, okay, this person isn't, uh, uh, uh, the, these claims are, are ridiculous, but we shouldn't have to defend ourselves and say the claims are ridiculous. And for that reason, um, we believe that they should all be stricken. So we are also seeking that remedy today.

Judge Eric Kimball: Yes. Let me point out to you. And, and I, I believe the argument there is that those documents were filed for the improper purpose of frustrating and a word actually used in the statute, in the rule. But, um, the, uh, the effect of striking a document does not remove it from the docket. It still stays there. It's just an order that says they're stricken. And let me also point out that each of the ECF numbers that you have referenced in the motion for sanctions that I'm hearing today, I've already considered all of those documents. They are filed in connection with prior matters. There's no pending matters that they relate to. So striking them

doesn't affect anybody. And it also doesn't remove them from the docket, but there would be the benefit of an order that says they're stricken. That's what you want.

Bradley Shraiberg: Correct. Yeah.

Judge Eric Kimball: Okay. Uh, it, it is a couple of things--

Bradley Shraiberg: Sure.

Judge Eric Kimball: -- that will be helpful to me. First, I've admitted all the documents. I would like to know why you want me to consider them.

Bradley Shraiberg: Sure.

Judge Eric Kimball: And we have plenty of time to do that.

Bradley Shraiberg: Mm-hmm.

Judge Eric Kimball: And next, um, you have alleged against each of the respondents. Well, that's not true, against three of the respondents, um, violations under 9011B (1) and B(3).

Bradley Shraiberg: Yep.

Judge Eric Kimball: And against all of the respondents also under, uh, under B(3), I believe. Might be B(1), which one is it? Whichever one is the improper per- purpose standard. So that's the first step, violations. And then the next step is appropriate sanction. And there are some, there's some guidance in, in 9011C, and I'd like you to address why you think the sanctions you've requested are appropriate there. So I'd like all of that addressed in the presentation.

Bradley Shraiberg: Okay. Um, beyond speculative litigation claims the sole asset of Bernstein Family Realty, LLC is the non-income producing real estate at, uh, in Boca Raton. Uh, move-ins exhibit eight, uh, is the bankruptcy schedules filed by Eliot Bernstein, signed by Eliot Be- or filed by Eliot Bernstein on July 13th, 2022 at ECF number 53, which show the real property valued at \$800,000. Other assets listed at unknown values, uh, in part 11 at paragraph 74 and 75, it lists claims for wrongful foreclosure and conversion against various persons. There are no leases, um, on schedule G and no income on statement of financial affairs.

Judge Eric Kimball: Who signed this?

Bradley Shraiberg: I believe Eliot Bernstein.

Judge Eric Kimball: Um, the, uh, the debtor members are three trusts.

Bradley Shraiberg: Correct.

Judge Eric Kimball: Um, does any, do I have any evidence as to who the trustees, I'm using plural, of those trusts are, is there any evidence here of that?

Bradley Shraiberg: No.

Judge Eric Kimball: I, I don't think anybody's ever told me who the trustees are. I can't figure out how Mr. Bernstein was allegedly selected as the manager. He always says acting manager. I don't know what that means. There's no such thing as an acting manager, under Florida Law, you're either the manager or you're not. Mr. Ted Bernstein, you can weigh in, but only if it's evidentiary. I mean, you can consult with him, please. Go ahead.

Bradley Shraiberg: [inaudible 00:26:34] Um, there is, there is no evidence in the record of, um, who the trustees are. Um, I believe there was a well, in the transcript at the last hearing, Eliot Bernstein did say for what it's worth, that the, he believed the three trusts had been dissolved and the three owners are his children. I remember that testimony.

Judge Eric Kimball: How old, well, this is probably not in the evidence either. How old are each of the petitioners now?

Bradley Shraiberg: They're all over 20 years old. They're all--

Judge Eric Kimball: Okay. Are they all 25 or older? I've read the trust agreements.

Bradley Shraiberg: Right. Um--

Judge Eric Kimball: The trusts aren't released to them unless they're 25, so, okay. Um, so he thinks that, that the assets of the trusts have been transferred to their sole beneficiaries in each case.

Bradley Shraiberg: He made a comment about that. I have found that his comments, both in writing and in, um, court, he uses phrases. He uses words improperly and legal terms improperly, and it's tough to decipher what is and what is not correct.

Judge Eric Kimball: All right. Let me, I apologize for that sidetrack. Let's go back to, you were pointing me to exhibit eight, the schedules, which show, uh, the real property, uh, other assets, a number of assets shown of unknown value, although this is often nothing listed at all.

Bradley Shraiberg: Correct.

Judge Eric Kimball: In those categories. And, um, and then some claims, uh, primarily against lawyers.

Bradley Shraiberg: That's right. Uh, and nothing was brought during the short period that this was in bankruptcy. Um, uh, and we've never seen any tangible, um, uh, uh, there's been no evidence of these claims. There's a final judgment of foreclosure that has not been appealed by the borrower.

Judge Eric Kimball: And is not stayed.

Bradley Shraiberg: Correct. Um, exhibit three is the order dismissing the bankruptcy, um, which had numerous, um, uh, statements of, uh, findings of fact, um, specifically, uh, first the debtor owns one real estate asset. Uh, this is on page two of, of ECF 79, which is exhibit three in our binder. The debtor owns one real estate asset, the single-family home located in Boca Raton. Since prior to the initiation of this case, the debtor has had no employees, no operations, or employees. The debtor has at most, a few minor unsecured creditors.

Uh, the petitioning Bernstein's as well as their parents, Eliot Bernstein and Candice Bernstein all either reside at the real property or utilize the real property as their mailing address. Um, move exhibit two, the bankruptcy petition lists the address for the debtor and each of the petitioning Bernsteins at 2753, Northwest 34th street in Boca Raton. Move into exhibits 9, 10, and 11. Those are joiners by petitioning Bernstein's at ECFs numbers, 36, 37, and 38 list the address for each of the petitioning Bernstein's as 2753, Northwest 34th Street, Boca Raton, and which state that Eliot Bernstein is their father.

Judge Eric Kimball: All right. So that means I actually do have evidence that they live there.

Bradley Shraiberg: Correct.

Judge Eric Kimball: Let me point out that when you file a petition, including an involuntary petition, you need to show your driver's license. And each of the three petitioner's licenses is available to me, they're not publicly accessible. At the time of the filing of the petition Jacob was 23, Joshua was 25, and Daniel was 19,

Bradley Shraiberg: Um, exhibit 12--

Judge Eric Kimball: Which by the way, means that based on the attachments to exhibit, which one is the petitioner?

Bradley Shraiberg: Um, the two.

Judge Eric Kimball: Two. Two?

Bradley Shraiberg: Yeah.

Judge Eric Kimball: Oh, yeah. Um, which I think include the trust agreements, don't they?

Bradley Shraiberg: I think so.

Judge Eric Kimball: Um, only one of them would have access to the trust rights. They're not. Who turns 25 on Saturday? Joshua turns 25 on Saturday, which means that as of today, none of them are 25 and under their own, uh, trust, they would not have access to the race.

Bradley Shraiberg: Um, move-ins exhibit 12 is a joiner by Candice Bernstein at ECF number 39, which lists her address as 2753 Northwest 34th Street. Uh, and

which states that the pet- the petitioning creditors are her sons and that Eliot Bernstein is her husband.

Move-ins exhibit 13, motion for reconsideration filed by Eliot Bernstein at ECF number 44 lists his address as 2753 Northwest 34th Street. The secured creditors hold a claim against the debtor that is secured by the real property. Specifically, the secured creditors are the holder of that certain final judgment of foreclosure in the amount of \$353,574 and 68 cents against the debtor, which are foreclosed on the real property entered on December 23rd, 2021, uh, by the circuit court for the 15th judicial circuit. Um, move-ins exhibit one is the final judgment of the, of foreclosure.

Move into exhibit 27 is a mortgage in favor of Walter Sahn, and his wife, Patricia Sahn. Uh, this, we put in, um, well, pursuant to the final judgment of foreclosure, a foreclosure sale of real property was scheduled for April 20th, 2022. Um, and also part of the, the intent of putting the mortgage in is that, uh, Mr. Eliot Bernstein has repeatedly said that this is a fraud, a dead person is moving in this, uh, court. Um, it's not true. Uh, first there is a judgment that has Walter Sahn as a creditor, but secondly, the review of the mortgage is, it's owned tendency by the entireties. It says Walter Sahn and his wife, Patricia Sahn when he passed by law, Patricia Sahn was the owner of that, um, uh, uh, of that mortgage. This is a red herring. It's just going toward why we want these, um, uh, pleadings stricken.

Um, move-ins exhibit one, which, uh, was the final judgment of foreclosure. Uh, the petitioning Bernsteins filed this case as an involuntary case against the debtor yet the petitioning Bernstein's are not creditors of the debtor. Rather the petitioning Bernsteins are the beneficial owners of the debtor. That's found in move-ins exhibit two, which is the petition at ECF number 87-2, page six of 15 at paragraph three, "We are... the sole owners and members of this company." That's their quote.

Judge Eric Kimball: Right. Although when you read the entire document, um, what you learn is that they are in fact, the beneficiaries of three trusts, which are in fact the members. And so they're not the direct members of the debtor.

Bradley Shraiberg: Right?

Judge Eric Kimball: I don't know how you would reach another conclusion reading the document.

Bradley Shraiberg: Right?

Judge Eric Kimball: Debtor has three members. The debtor's three members are three trusts. The petitioners are each the so beneficiary of one of those trusts. And apparently since one of them is not yet, none of them are yet 25 even today. Um, and by the way, if anybody orders the transcript, the statement that someone is turning 25 on Saturday needs to be stricken, need to be blacked out. Um, the, uh, uh, since none of them are 25 as of today, I've already looked at the trust bec- for another purpose earlier in the case. And I know that, uh, the trust still exists at least by, unless they've been amended. And, and you would think they would've included the amendment in their petition.

Um, they claimed, um, well, by signing the schedule, excuse me, the petition, the involuntary petition, they're claiming to be creditors, but then un-- included in their petition at ECF pages seven to eight of 15 at paragraphs 12 through 14, they describe their payments as capital contributions.

Bradley Shraiberg: Yeah. Hold on a moment.

Judge Eric Kimball: And then they divide the total in thirds, and that's what they included in, um, uh, for amounts in, um, on the petition.

Bradley Shraiberg: Correct. Um--

Judge Eric Kimball: Go ahead.

Bradley Shraiberg: Move-in exhibit three, is the order dismissing bankruptcy case, uh, which states that, "This case was initiated when the petitioning Bernsteins filed an involuntary chapter 11 petition against the debtor. However, the petitioning Bernsteins are not creditors of the debtor." Despite this fact in the petition, each of the petitioning Bernstein's falsely stated under penalty of perjury, that they were creditors of the debtor. Uh, that's in move-ins exhibit two, the petition and that's found at, um, uh, uh, uh, paragraph 13 of the petition for describing each petitioner's claim.

This case was filed as an involuntary case because the petitioning Bernstein's could not file a voluntary bankruptcy petition for the debtor, as the debtor was dissolved and had no manager, this could be found at move-ins exhibit 15, a resignation of manager filed in 2016 with the Florida Department of State Divisions of Corporation and move-ins exhibit three, an order dismissing the bankruptcy case, uh, which states on page two, "This case was filed as an involuntary case because the debtor had been dissolved and had no manager and thus nobody to sign a voluntary bankruptcy petition on behalf of the debtor."

That is the petitioning creditors effectively caused the debtor of which they are the beneficial owners to file an involuntary case against itself. The petitioning Bernsteins did not act alone in initiating this involuntary bankruptcy case. Rather they acted in concert with their parents, Eliot Bernstein and Candice Bernstein. Move-ins exhibit four, Candice Bernstein's certificate of service showing that Candice Bernstein served the summons and involuntary petition of the debtor.

Move-ins exhibit 9, 10, 11, and 12, which are joiners at ECFS numbers, 36 37, 38, and 39 showing petitioning Bernstein's and Candice Bernstein joining in Eliot Bernstein's motion for reconsideration before the motion for reconsideration was ever filed. The joiners were filed on June 24th. The motion for reconsideration, which is move-ins exhibit 13, was filed on June 30th. These are ECFS number 43 and 44.

Move-ins exhibit three, note with the order dismissing case, again, which states on page two, that the petitioning Bernstein's filed the case with the support of Eliot Bernstein and Candice Bernstein. Um, and once again, we note that they all share the same address. This bankruptcy case was filed as a litigation tactic for the

sole purpose of getting the effect of the section 362 automatic stay in order to stymie the foreclosure sale of the real property. The case was filed on April 19th. The foreclosure sale was scheduled for the next day. Move-ins exhibit three as the order dismissing the bankruptcy, um, uh, has the quote that I just stated on page two.

Um, move-ins exhibit two, the petition at ECF pages six through 12 of 14, in which the petitioning Bernstein's described their dispute with the movements. Once the case was filed and the automatic stay went into effect, the debtor did nothing during the case. And the case was converted to chapter seven. Move-ins exhibit six, which is the order converting the case. Move-ins exhibit seven is on July 4- the July 14th order at ECF number 57, recounting the debtor's failures on pages three to, to four, and stating on page four that the debtor's failure, uh, failures caused, "A secret bankruptcy, putting creditors in the position of potentially taking actions in violation of the automatic stay."

In move-ins exhibit three, the order dismissing bankruptcy case at ECF number 79, uh, at page two, "Once such stay was achieved, the debtor did nothing in this bankruptcy case." The case was eventually dismissed with two years prejudice and the court determined that the Bernstein's had filed it in bad faith. That's move-ins exhibit three at page three. This bad faith bankruptcy scheme by the Bernstein's did not come without cost to the move-ins. As the move-ins were required to engage, um, my law firm and me and litigate this bankruptcy case. And the April 20th foreclosure sale was delayed by more than three months, which is time that the movements could have been renting, um, out the real property. Um, and, uh, the movement believes that, um, she could rent it at \$5,000 per month.

Move-ins exhibit 26 is my retainer agreement. Um, uh, setting forth the, um, uh, terms of the engagement. Move-ins 6--

Judge Eric Kimball: Yes. Hold, hold on a minute.

Bradley Shraiberg: Yes.

Judge Eric Kimball: 26?

Bradley Shraiberg: Yes.

Judge Eric Kimball: From April, 2022, which has the client properly represented? Why was the initial, this caused a lot of trouble in the case.

Bradley Shraiberg: I know.

Judge Eric Kimball: Why is the initial notice of appearance? Okay, let, let me, let me comment briefly, um, looking at the judgment and how the mortgage is worded, you are right that Patricia Sahn would've automatically become the sole owner of the rights under the mortgage. Um, and, and so it does, it just doesn't matter, and there's no fraud involved in that, but now I see your engagement letter and it is the client is Joann, Sahn, personal representative of the Estate of Walter Sahn, thereby acknowledging that Mr. Sahn had, had deceased and Patricia Sahn. If that's the case, why, why the notice of appearance in the form that it was filed?

Bradley Shraiberg: It was a mistake. And, uh, what I think happened was left hand, not speaking with right, when I first spoke with Ms. Sahm, as you can appreciate the-

Judge Eric Kimball: The one who's here. Yes.

Bradley Shraiberg: Yes, correct. Joanna.

Judge Eric Kimball: Right.

Bradley Shraiberg: The daughter.

Judge Eric Kimball: Right.

Bradley Shraiberg: As you can appreciate because of the status of her parents. And that she's the one that initially called me. We had to make sure that this was done properly, and that's why the retainer letter was done properly. I have a feeling then shame on me, I sent it to the autopilot that would happen in my office. And I believe autopilot looked at the judgment. And that was the notice of hearing and shame on me. I signed the notice of appearance. Um, that was a mistake, but I, we literally put the retainer letter. There is no evidentiary reason for that retainer letter to be in the exhibit binder other than to show if they were here and wanted to talk about the great fraud. It never existed. It clearly was a mistake from day one.

Judge Eric Kimball: All right, go ahead.

Bradley Shraiberg: Um, the move-ins exhibit 21, um, sets forth the, um, the line items with regard to the expenses. And I have to step back and say, when looking at what happened here, um, I believe that, uh, \$40,000 on his face is a lot of money. Um, uh, especially when you consider the amount of actual contested matters in this case, there were very few.

Judge Eric Kimball: You mean contested matters at which substantive issues were presented?

Bradley Shraiberg: Correct.

Judge Eric Kimball: Because, uh, because, um, I'm confident that if I've been spending nights working until ten o'clock on this case, that everybody else has as well, and they don't have nothing to do with the substantive request for relief.

Bradley Shraiberg: Absolutely right. Every document they file includes a 200 page diatribe of irrelevant information. We don't know, it's irrelevant until we have read all 200 pages. And then when it's time to, um, seek sanctions or actually seek a dismissal, you have to go through everything to, um, uh, prepare for these hearings. And we didn't know what to expect today, and that's why these fees keep adding up. So, um, uh, and I repeat, we didn't ask to come here. This was the filing of an involuntary petition. That was as improper as the day is long. Um, uh, and that's why it hit at 40,000. And I'm jumping ahead because one of the reason when we, um, uh, uh, I, I will hit this in more detail in a moment, but, um, one of the purposes of

sanctions through 9011 is to prevent this behavior and to punish. When I was thinking, wow, what could we be entitled to? It's almost--

Judge Eric Kimball: Does 9011 say punish? It says, deter.

Bradley Shraiberg: Deter, sorry.

Judge Eric Kimball: Twice.

Bradley Shraiberg: Yes.

Judge Eric Kimball: Two different times.

Bradley Shraiberg: Apologies. It does. It says deter.

Judge Eric Kimball: It would be unlikely that a bankruptcy rule provided that I could punish somebody. There is one instance, but unlikely.

Bradley Shraiberg: Right.

Judge Eric Kimball: So it's intended to be a deterrent. And that's because this court's, in general, unless a contempt happens in front of me.

Bradley Shraiberg: Right.

Judge Eric Kimball: Um, in general, my, the limit of my contempt power is civil contempt. And that's what 9011 is designed for.

Bradley Shraiberg: Um, ab- absolutely. But to deter someone, they would know that if they, that the filing of an involuntary bankruptcy is a very serious matter, and it has very serious consequences.

Judge Eric Kimball: If you read section 303, that is obvious.

Bradley Shraiberg: Right. Um, to deter one would, uh, need to know-- well, if the filing of an improper bankruptcy, um, uh, the petitioners, and even if there was a lawyer there isn't one here that, um, signed the petition, um, uh, is going to be subject to serious sanctions, that would be a deterrent. Um, uh, there is no question that Southern Florida or the district that we're in would need to know, you cannot file an involuntary petition against yourself to try to stop a foreclosure sale when there is no hint of rehabilitation. I take that back. You can't file a bankruptcy against yourself, period. Petitioning creditors, you, you can't organize you can't, um, uh, collude to have an involuntary filed against you by say, three legitimate creditors for an improper purpose. We don't even have that here. We have actual beneficiaries of equity that filed this case.

Judge Eric Kimball: We have the indirect beneficial owners of the debtor.

Bradley Shraiberg: Correct. Um, so I was thinking that we actually could ask for more than our legal fees and the, um, uh, uh, legal fees and the, um, uh, uh, rent in

this instance from the, I'll use air quotes saying settlement negotiations from a lawyer that has appeared in this case, but never entered an appearance, Ms. Anger Garcia. Um, uh, I believe that the amount of legal fees and rent is enough of a deterrent in this specific instance. So we're not asking for more than that. Um, uh, but, um, from my conversations, uh, with her, I have said we would have a right to ask for it.

Judge Eric Kimball: Now I'm confused.

Bradley Shraiberg: Sure.

Judge Eric Kimball: So Ms. Garcia has in fact appeared early in the case, on behalf of the petitioners.

Bradley Shraiberg: Correct.

Judge Eric Kimball: Later she listened in on a hearing and specifically said she was not appearing on their behalf.

Bradley Shraiberg: Correct.

Judge Eric Kimball: Okay. Since then, has she been negotiating on behalf of any of the respondents in today's motion, I don't wanna know the terms of what was discussed, but--

Bradley Shraiberg: Correct.

Judge Eric Kimball: -- has she represented herself as count-- to you as, or one of your colleagues, as counsel to any of the petitioners?

Bradley Shraiberg: To me, I would say she uses the phrase trying to help them, which is counseling. You can't be kind of--

Judge Eric Kimball: Okay, well, well, under, well, seems to me that if Florida, the lawyer is helping somebody, they have just undertaken representation.

Bradley Shraiberg: Correct. And I'll add--

Judge Eric Kimball: Yeah. Make sure if you speak in the courtroom that you do it way far away from the microphones or else it'll be in the record, if that is your intention to be in the record. That's great. But know that that's the case. Yes.

Bradley Shraiberg: Uh, um, what I believe Mr. Rose was going to tell me is, and this is something that Ms. Garcia did tell me.

Judge Eric Kimball: Yes. I know that you are Mr. Rose and not Mr. Bernstein. I apologize. Go ahead.

Bradley Shraiberg: Um, uh, she filed an emergency motion in state court on behalf of the three children, because they accused me of fraud left and right. I don't know if her client was the three children or their trusts, um, uh, for an emergency hearing

that is taking place tomorrow with regard to a separate matter that Mr. Rose is involved in, not the foreclosure. Um, in that case, I believe there is \$300,000 put into the court registry due to Simon Bernstein. That is Eliot's father's, um, uh, estate, uh, I think it's a remnant, but Mr. Rose would know what that's about to **[inaudible 00:49:15]**.

Judge Eric Kimball: Okay. But that isn't, that's something else entirely.

Bradley Shraiberg: Correct.

Judge Eric Kimball: But you said that there were pe- you mentioned sure that there may have been settlement negotiations with some of the respondents and that Ms. Garcia was involved. I'm just curious whether she represented herself, if she made an offer on behalf or in, or negotiated on behalf of one of these parties. I, I'm trying to figure out why she's not here making an appearance.

Bradley Shraiberg: She, um, there certainly was an offer ma- made on that phone call.

Judge Eric Kimball: Okay. So there's a lawyer, who's not a lawyer who is appeared, but has now no longer appearing, but hasn't withdrawn. Okay.

Bradley Shraiberg: Um, yeah. And one other thing that, um, uh, we were always wondering are the Bernstein's gonna show, and it especially came from the last pleading that Eliot filed two days ago that I believe there's a sentence in there that says in lieu of my appearance, I am making this objection. Um, uh, of course, that doesn't mean the children. Uh, Ms. Garcia, this is not a settlement negotiation, um, uh, was concerned, was today she wanted clarification from me, was today a criminal proceeding or a civil proceeding? I assured her that it is a civil proceeding. Um, uh, and that too was, uh, um, for that. Yeah.

Judge Eric Kimball: Okay. Whatever that means.

Bradley Shraiberg: Um, so that's--

Judge Eric Kimball: Uh, let me just point out also, I think Mr. Eliot Bernstein's document was ECF 94. And when I ruled on it, I did say that I would treat it as an objection. I assumed that he would also be here. I did see that language, but I, I took that in the context of his argument that because he wrongfully thought that transcripts would not be available to discuss, um, that he didn't think the hearing was gonna happen. Let me also point out that anything that I said during the bankruptcy case would have nothing to do with the analysis of whether the petition was filed appropriately, which obviously happened before I had any hearings. But anyway, go ahead.

Bradley Shraiberg: Uh, excuse me. Um, the, uh, EC, uh, sorry, exhibit 26 was the retainer agreement. Exhibit 21 are my firm's time records through August 16th. Um, and I will proffer to the court, uh, that we have billed an additional 21.6 hours through yesterday, uh, totaling \$9,120 in fees. Um--

Judge Eric Kimball: Okay. So that is in the record or not in the record?

Bradley Shraiberg: Uh, it sh- um, Ms. Sahm testified--

Judge Eric Kimball: Testified to that.

Bradley Shraiberg: -- that, um, uh, that she has incurred that additional fee. We have not, um, uh, sought our fees for today. And I don't think it's necessary. Um, if, if the, um, we won't seek additional fees over and above the 9,120. Uh, moreover the Bernstein's utilize this bad faith bankruptcy case as a platform to publish false and defamatory statements about the move-ins, myself, and other persons who have had the misfortunes to cross paths with the Bernstein's. Um, and we've set forth those ECF numbers in the motion. Uh, I can do it again. I don't know if it's necessary.

Judge Eric Kimball: No, that's not necessary.

Bradley Shraiberg: And, um, uh, as demonstrated by the, uh, orders of other courts cited in the motion and tendered as move-ins exhibits 16, 17, 18, 19, and 20 prior admonitions and sanctions by other courts against Eliot Bernstein have not served as sufficient deterrent to his abhorrent litigation tactics. Exhibit 16 is the fourth DCA sanctioning Eliot Bernstein in 2017 by directing the clerk not to accept any more of his pro se filings.

Exhibit 17 on page 45 of the Southern District of New York order from 2008 dismissing complaint and stating Eliot Bernstein has, "Burdened, this court in hundreds of defendants, many of whom are not alleged to have engaged in wrongdoing with more than 1000 paragraphs of allegations, but have not been able to state a legally cognizable federal claim against a single defendant." Exhibit 18 is on page eight of the Southern District of New York order.

And the same case from 2013 states, "The pros hour defendants seek to enjoin Eliot Bernstein from filing any action in this court or any other court related to the subject matter of this action without first obtaining leave of the court in the August 14th order, I cautioned Eliot Bernstein that any additional frivolous pleadings, in this case, could subject him to sanctions under federal rule of civil procedure 11."

Move-ins exhibit 19, page seven of the Southern district of New York order in the same case from 2013, imposing monetary sanctions against Eliot Bernstein, and enjoining him from filing papers in any court relating to the subject matter of particular action without leave of issuing of, uh, issuing court. In move-ins exhibit 20 is the fourth DCAs order from earlier this month, dismissing Eliot Bernstein's appeal of foreclosure judgment due to the prior prohibition against pro se filings.

Uh, rule 9011(b1) and (3) sanctions. Uh, federal rule of bankruptcy procedure 9011(b) states in pertinent part that by presenting to the court, whether by signing, filing, submitting, or later advocating a petition, pleading, written motion or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information and belief formed after an inquiry reasonable under the circumstances that one, it is not being presented for any improper purpose, such as

to harass or to cause unnecessary delay or needless increase in the cost of litigation.

And three, that the allegations and other factual contentions have evidentiary support, or if specifically, so identified are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery. Rule 9011(c) goes on to state in pertinent part that if after notice and a reasonable opportunity to respond, the court determines that subdivision B has been violated. The court may subject the conditions, uh, uh, stated below impose an appropriate sanction upon the attorneys' law firm, uh, or parties that have violated subdivision B or are responsible for the violation.

It was initiated by a motion. Um, as I, uh, believe this court knows the, um, filing of a bankruptcy petition is an exception to the 21-day safe harbor period. Um, and then the nature of the sanctions and the limitations, a sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Um, the facts of this case while unique are very similar to a case of *In re Letourneau*, L-E-T-O-U-R-N-E-A-U there like, uh, the debtor caused the filing of an involuntary chapter seven petition against himself and falsely listed three petitioning creditors on the petition who were not in fact, his creditors in order to delay a foreclosure action and "save his home".

That's at 422 BR 132 at page 140. It's a Northern district of Illinois bankruptcy case from 2010. The Letourneau determined that, "There is no circumstance under which a debtor's filing of an involuntary case against himself can be proper. An involuntary bankruptcy is or remedy for creditors, not debtors." Moreover, "The filing of an involuntary case for the purpose of holding off a single creditor of the alleged debtor is improper and violates rule 9011," that's at pages 138 and 139 the Letourneau case.

Furthermore, while the debtor in Letourneau, "Probably prob- probably did file the case to save his home, the improper purpose portion of 9011 is evaluated objectively and does not require a showing of subjective bad faith. That is the file document does in fact lead to needless delay or cost, or is in some way improper, it violates 9011, regardless of the subjective belief in the need to file the document. There is nothing improper in wanting to save one's home, but it is highly improper to go about it by filing an involuntary case against oneself using a fraudulent petition." That's at page 141 of the opinion.

After determining that the offending petition, uh, was objectively improper and thus violated rule 9011(b1), the Letourneau court turned to the appropriate sanction under rule 9011(c2) found that the monetary equivalent of a slap on the wrist would be enough to prevent the debtor's recidivism, but concluded that a heavier sanction must be imposed, however, to deter comparable conduct by others similarly situated. Because the maneuver, the debtor employed here is a serious abuse of the bankruptcy system.

Therefore by effectively causing the debtor to file its own involuntary petition for the sole purpose of thwarting our April 20th foreclosure sale of the real property, the petitioning Bernstein's acting in concert with Eliot and Candice Bernstein clearly filed

the petition with an improper purpose and in violation of rule 9011(b1), the improper purpose section.

Moreover, the petitioning Bernstein's acting in concert with Eliot Bernstein and Candice Bernstein clearly violated 9011(b3) when they falsely stated in the petition, the petitioning Bernstein's were creditors of the debtor. Based on one, the gravity of the Bernstein's improper conduct, the fact, two, the fact that the past admonitions and sanctions from multiple courts have thus far failed to deter such improper conduct, and three I, the, uh, importance of nipping similar involuntary bankruptcy schemes by others, uh, in the bud, like the Letourneau case states, the court should impose substantial monetary sanctions on the petitioning Bernsteins as they, while acting in concert with their parents actually signed and filed this petition.

Seeking a sanctions judgment, um, uh, for the \$34,758 and 30 cents, plus 9,120, which total, uh, plus \$5,000 for the six months that we were not able to rent the, um, uh, uh, the, the, um, uh, the real estate, uh, totals \$73,878 and 30 cents. Um--

Judge Eric Kimball: Could I focus for a moment on the rent request?

Bradley Shraiberg: Yes.

Judge Eric Kimball: Now, when you look at subsection C there's one provision that talks about fees and costs to the successful party on the motion for sanctions. That's included in your request.

Bradley Shraiberg: Yep.

Judge Eric Kimball: Um, then there are the two components that you've referred to, deterrence, both of acts by the party in question and similarly situated parties. And, and you've addressed that. And then a little bit further down in the same subsection, it says that the sanction can include fees and costs resulting from the filing of the thing that's complained of in this case, the petition, which would be everything in the case, if necessary for purposes of deterrents. And so we have a specific mention of fees and costs.

Now, the measure of that is not a damages measure. It's a measure of whether the sanction is appropriate to deter both the party in question and other similarly situated, but the rent request sounds more like damages, and I'm not sure that, that is the purpose of the sanction in 9011(c). I'm confident it's not.

Bradley Shraiberg: Sure.

Judge Eric Kimball: Could you, is there any case law in which you found that taking that kind of request into account was appropriate for purposes of a sanction under 9011(c)?

Bradley Shraiberg: No. Other than the cases that, and, and we haven't specifically looked for, um, uh, the rent provision, um, uh, that the cases do say that it can be something to deter. And we did cite the language from the Letourneau case that, um, says a slap on the wrist would not be sufficient. Um, uh, the, um, uh, that's I guess,

where we're, um, uh, uh, coming from, that the, uh, purpose of-- they've accomplished their goal. They have improperly filed a bankruptcy and/or have been allowed to live for free for six more months. The deterrent for, to prevent people from doing that is you're not going to get that remedy. We're not going to reward your bad behavior, and that's the deterrent.

Um, if the court would like we can look for additional cases that, um, uh, have a sanction of that kind and, um, supplement, uh, uh, but we think that we have enough just from the statute, um, and the language of the case that we, that we have cited. Um--

Judge Eric Kimball: May I ask you?

Bradley Shraiberg: Yeah.

Judge Eric Kimball: Do, do you, do you believe that the standard that I apply under B one and B3 is the same, and I ask that--

Bradley Shraiberg: Sure.

Judge Eric Kimball: Um, there is some case law that suggests that the improper purpose, uh, analysis is the subject of one. I need to consider. Obviously, we don't have the petitioners testifying today because they have failed to show. Um, we don't have their testimony. So I can't, I can't look to that and make any credibility determinations in the like, and, and they've chosen not to show up and defend themselves. I can consider all the circumstances of the case in order to reach, make inferences of, of, of their intent. Um, they, of course, you've, uh, asked me to admit, and I've admitted the petition, which includes a lengthy statement, which is very unusual, um, attached to the petition in which they may contrary, uh, they, they say contrary things about what their intention was in filing the case.

Um, but based on what I've seen, the standard and for that particular subsection is a subject of one, but the factual statement that you're pointing to, the fact that they are, they hold claims, um, that are, that are not contingent, et cetera. And they state particular amounts. That's false. It's false based on their own, um, statements. It seems to me based on the case law, I, that I've seen that my analysis under that provision is actually an objective one. All right. So I, and I realize I'm laying a lot of things on you.

Bradley Shraiberg: (laughs).

Judge Eric Kimball: Before you get to weigh in on this, but in either case, including in the objective one, because the, the rules says after reasonable inquiry, under the circumstances, do I take into account who the petitioners are? Um, they are young people, none of them older than 24 at this 0.1 is 19. Do I take that and not, not lawyers, um, and not represented, obviously, do I take that into kind of either of those B1 or B3 standards?

Bradley Shraiberg: The Letourneau case for 9011(b) used--

Judge Eric Kimball: That was B1, I think.

Bradley Shraiberg: Yes. Well, it just, it just says B, but I think you're correct. I think it's B1.

Judge Eric Kimball: Just the whole thing is about improper purpose. It's--

Bradley Shraiberg: Right. Um, uh, uses the objective standard.

Judge Eric Kimball: Okay. So for improper purpose, they have an objective standard, huh?

Bradley Shraiberg: Right. Uh, but I think that we don't have to go there. I think that they would-- that the fact that they're not here when this is a damage that we are, have been seeking from day one, coupled with the pleadings that have been filed their conduct throughout the case and the, uh, pleadings that have been filed, um, uh, their own pleadings that have been filed, we would meet both the subjective and objective standards regardless. So I, I don't--

Judge Eric Kimball: Because the documents filed later are indicative of the intent at the time the petition was filed.

Bradley Shraiberg: Correct.

Judge Eric Kimball: I see.

Bradley Shraiberg: Coupled with, when they knew they were going to lose today, today was going to be a, at best, a mitigating day. There, there's already been a dismissal for bad faith. Um, uh, so some sanction was realistically is going to be rewarded, um, uh, or awarded. Uh, today, if they were here, it would've been about mitigation and they would have I'm sure if I was representing them, testified, all I wanted to do was save my house. Uh, the case law, we were prepared for that, the case law says, that's, that's a noble cause, but that you still can't file an improper bankruptcy to stop that you can't abuse the court system.

Judge Eric Kimball: But if it's a quick solving cause you are not permitted to ignore that fact.

Bradley Shraiberg: That's right. Um, uh, so they, they'll fail both tests, subjective or objective with the evidence that's been provided. I don't know that it is a subjective test though. Uh, I, I would argue that it's, it's objective, um, that for B you're, you're asking it for C as well?

Judge Eric Kimball: Well, no, no, no. Uh, right now I'm focusing on the violation. For example, there, and you know, there's really no good case law on, on this. I, it, it's kind of all over the place. There is 111 circuit case, 610 F3, 628. This is the rule 11, not 9011, but it doesn't matter. It's the same provision where the court suggests that the improper purpose test requires a subjective analysis that likely would require testimony. Meaning the opportunity for testimony, which I have provided and they are not here. Um, and so that leaves me without any evidence offered by the

respondents and that is their problem. Um, but, uh, I, I reference that case only because it does suggest a subjective analysis for that particular provision. And then also the lead into the rule says, uh, re- you know, a reasonable inquiry under the circumstances.

Um, and so that suggests an objective standard. What's the reasonable inquiry? On the other hand, do I need to take into account the identity of the party that you're seeking sanctions from? Uh, if it's a very sophisticated person who happens to also be a lawyer, well, then a reasonable inquiry in this instance, any. Definitely for a lawyer, a reasonable inquiry would lead you to conclude, for example, um, on the B3 request that there is no claim. Uh, I mean, they should, first of all, it's amazing they filed that document along with the petition. Um, but there is no claim. They are not creditors. They, it, whatever, right they have, isn't even against the debtor, it's against the trust. So trusts, the three trusts, um, which they conveniently attached to their, to their petition.

So I'm just struggling a little bit with, I'm not struggling now. I've struggled over the last couple of weeks, looking at this with figuring out exactly what the standard would be as I was getting ready to hopefully hear evidence presented by all the five respondents, which they have chosen not to, uh, not to do. By the way, the clerk advises me that at 10:23, this morning, Mr. Eliot Bernstein ordered the audio CDs of this hearing. So he's elected not to be here, but he would like to know what happened. All right. Um, back to your presentation.

I should also point out that means that Eliot Bernstein knows that the hearing is going forward, which means he has received at, at least one of the multiple email addresses the clerk sent my most recent order to, um, that he received it.

Bradley Shraiberg: Um, with, in support of our, um, uh, request to strike their pleadings, uh, with a case from the Northern District of Illinois, uh, in Ray American Telecom Corp founded 319, BR857 at page 873, the court states among the arsenal of sanctions are fines payable to the court clerk, an award of attorney's fees and costs to the sanction party's opponent in order to discourage fees paid to the sanctioned attorney and injunction prohibiting specific types of future filings, mandatory legal education, stricken pleadings, referrals to disciplinary bodies and reprimands that, uh, are on or off the record."

Um, um, we believe that the court clearly has the, um, authority to strike those pleadings and, um, we've presented, uh, uh, our evidence and I've, I've gone through it that, uh, there's been no fraud by any of the creditors or the United States Trustee or this court or the lower courts the fraud occurred. It was by the petitioning creditors, um, uh, and to, uh, try to say that a great defense is a good offense that doesn't work, and it's an improper purpose to, uh, those pleadings were filed for an improper purpose just to smear, um, uh, any lawyer that, um, uh, filed something, uh, adverse to the Bernstein's. Uh, for that reason, we ask that the motion be granted.

Judge Eric Kimball: All right. Um, I am going to, I intend to rule from the bench on the motion. Uh, I'm going to take a substantial break before I do that. It is now quarter to 11:00, um, noon. Perfect. Uh, I hate to keep you around, but I think it'll be wise for me to be able to rule on it directly.

Bradley Shraiberg: Perfect.

Judge Eric Kimball: And you can all go have a early lunch, which I will not be doing, and I'll reconvene at noon. Any questions?

Bradley Shraiberg: No questions.

Judge Eric Kimball: Very good. All right. Thank you.

Bradley Shraiberg: Thank you.

Judge Eric Kimball: Courts in recess until noon.

Bradley Shraiberg: Oh, um, oh, one last I do.

Bailiff: Go ahead.

Bradley Shraiberg: If the court is inclined to, uh, grant sanctions, we would ask that the vehicle be in anticipation that it will not be paid in a certain time period that, uh, give the, give them X amount of days to pay whatever monetary sanction, and then we could petition the court for a judgment, uh, uh, in the event that it's not paid.

Judge Eric Kimball: Yes, I'll consider that.

Bradley Shraiberg: Thank you, your honor.

Judge Eric Kimball: All right. Thank you all. Court's dismissed.

Bailiff: All rise.

Judge Eric Kimball: Of here I lay are needless increase in the cost of litigation and three, the allegations and other factual contentions have--

Bradley Shraiberg: [inaudible 01:14:06]

Judge Eric Kimball: Very good. All right. Thank you.

Bradley Shraiberg: Thank you.

Judge Eric Kimball: Courts in recess until noon.

Bradley Shraiberg: Oh, um, oh, one last I do.

Bailiff: Go ahead.

Bradley Shraiberg: If the court is inclined to, uh, grant sanctions, we would ask that the vehicle be in anticipation that it will not be paid in a certain time period that, uh, give the, give them X amount of days to pay whatever monetary sanction, and then we could petition the court for a judgment, uh, uh, in the event that it's not paid.

Judge Eric Kimball: Yes, I'll consider that.

Bradley Shraiberg: Thank you, your honor.

Judge Eric Kimball: All right. Thank you all. Court's dismissed.

Bailiff: All rise.

Judge Eric Kimball: Good afternoon, everyone. All right, thank you. Please have a seat. Ms. Leonard, let me know when we're all set. Okay. Uh, we are back on the record in Bernstein Family Realty, LLC. Um, and all the same parties are in the courtroom. Any questions before I rule? No.

Bradley Shraiberg: No, your honor.

Judge Eric Kimball: All right. Thank you. Um, this is the court's ruling on the motion for sanctions filed by Joanna Sahn as personal representative of the Estate of Walter Sahn and Patricia Sahn. The motion is in the docket at DCF number 69. Today, I held an evidentiary hearing on the motion for sanctions. None of the five respondents appeared at today's evidentiary hearing. I initially set the motion for sanctions for non-evidentiary hearing on August 16th, 2022, but then determined to set it directly for an evidentiary hearing on this date. A month ago on July 25th, 2022, I entered an order to that effect at ECF number 76. And that order was duly served on each of the five respondents.

Two days ago, Eliot Bernstein filed a document in the record at ECF number 94. In that document, Eliot, Eliot Bernstein sought among other things, a continuance of today's evidentiary hearing. I denied that request by order entered the same day at ECF number 95. The clerk served that order on Eliot Bernstein by mail, and also by emailing it to several email addresses Eliot Bernstein has included in filings in this case.

It appears Eliot Bernstein is aware that I denied his request for continuance as he ordered an audio CD of today's evidentiary hearing by contacting the clerk during this morning session. I note that the document filed at ECF number 94 was filed only by and on behalf of Eliot Bernstein. And so there was not a request for a continuance from the other respondents. There was ample notice of today's evidentiary hearing and due process was served. The respondents failed to appear today at their own peril.

I have considered the evidence admitted and the arguments of the movements. In the motion. The movements seek monetary sanctions under bankruptcy rule 9011(c) against Joshua Bernstein, Jacob Bernstein, and Daniel Bernstein for alleged violations of bankruptcy, rule 9011 (b1) and B3 in connection with the filing of the involuntary petition in this case. In particular, the movements seek their reasonable attorney's fees and costs for the entire bankruptcy case, including the preparation and prosecution of the motion for sanctions. Plus five months' rent for the real property owned by the debtor at a market rental rate.

The movements also seek non-monetary sanctions against the same petitioners and also against Eliot Bernstein and Candice Bernstein in the form of an order striking certain specified documents filed by them that the movements alleged contain faults and defamatory statements and striking any future documents filed by them that contain similar statements.

I typically make a point of referring to each party as Mr or Ms. so and so in this case, because all the respondents have the same surname, I may refer to them by first names. I apologize about the informality, but otherwise, it will be difficult or cumbersome to present a concise and clear ruling. I mean, no disrespect in doing this. In addition, when I say petitioners, this refers only to Joshua, Jacob, and Daniel Bernstein. Bankruptcy rule 9011 mirrors fed- federal rule of civil procedure 11. Much of the case law applying the federal rule applies to the bankruptcy rule. It is useful to quote, only those components of bankruptcy rule 9011 that are applicable here.

If you remove the language not applicable in the context of a petition, this is the relevant language from subsection B, "By presenting to the court a petition, an unrepresented party is certifying that the, to the best of the person's knowledge, information, and belief formed after an inquiry reasonable under the circumstances, one, it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation, and three, the allegations and other factual contentions have evidentiary support, or is specifically so identified are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery."

I have quoted only from subsections B1 and B3, because those are the ones relied on in the motion for sanctions. Subsection C of bankruptcy rule 9011 addresses how sanctions are requested and provides that the court may award sanctions against a party if it finds a violation of subsection B. There must be notice and a reasonable opportunity to respond. The motion must describe the specific conduct alleged to violate subsection B. In this case, there is a formal motion providing specific allegations and arguments, and the court provided more a month to prepare for an evidentiary hearing.

The motion must be served under bankruptcy rule 7,004. The motion for sanctions and the notice of hearing were so served. There is a safe harbor provision requiring 21 days notice of a motion for sanctions under bankruptcy rule 9011, but the rule explicitly accepts motions in connection with petitions. And so the safe harbor does not apply here. Subsection C1A provides that the court may award reasonable expenses and attorney's fees to the prevailing party for presenting or opposing a motion for sanctions.

Subsection C2 further provides that if the court finds a violation of subsection B, the court may award sanctions limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. The sanction may include if imposed on motion and warranted for effective deterrence, an order directing payment of the movement to the movement of some or all of the reasonable attorney's fees and other expenses incurred as a direct result of the violation.

In this case, I note that if there is a violation of subsection B by the filing of the involuntary petition itself, the subject legal fees and expenses could be for the entire bankruptcy case. The debtor in this case, Bernstein Family Realty, LLC is a Florida limited liability company. At the time this case was commenced, the debtor was dissolved by the State of Florida for failure to file annual reports. The debtor is a manager-managed limited liability company. When this case was filed, it had no manager.

It appears that the debtor's only real asset is a home in Boca Raton. The movements hold a claim against the debtor secured by that home, they hold a final judgment of foreclosure entered by a Florida State Court in an amount of about \$353,000. A foreclosure sale was set for April 20th, 2022. On April 19th, 2022, the petitioners filed an involuntary petition commencing this case. This resulted in cancellation of the foreclosure sales scheduled for the following day.

In the involuntary petition, the petitioners lists the address of the home owned by the debtor as both the debtor's mailing address and their own mailing address. It appears that the petitioners and their parents, Eliot and Candice, use the home as their residents. In the involuntary petition as required by section 303(b1) of the bankruptcy code, each of the petitioners represent that he holds a claim against the debtor, but by their own admission, in a document attached to the involuntary petition, the petitioners are not creditors of the debtor.

They state that they are each a beneficiary of a trust, which trusts are in turn the equity owners of the debtor. Thus, the petitioners are the indirect beneficial owners of the debtor. In that same attachment to the petition, the petitioners state that they have a right against the debtor for "capital contributions". And they reference both the initial contributions in connection with, with acquiring the home and later contributions such as to pay taxes. By their own description, the debtor would not have any direct obligation to the petitioners. If there was any right to a distribution of capital, it would be payable to the trusts who are the members of the debtor.

For purposes of section 303(b1) this is not an empty distinction, but more importantly, the right of equity to return of capital is not a claim at all. Because the petitioners controlled the debtor there was no response to the involuntary petition and the clerk entered an order for relief on May 23rd, 2022. The debtor repeatedly failed to comply with deadlines provided by the court. And the case was converted to chapter seven. After conversion, the debtor continued in its abject failure to do anything required by the court or the chapter seven trustee.

Recently, I dismissed the case with two years prejudice, but retain jurisdiction to determine the motion for sanctions Eliot Bernstein claims to be the acting manager of the debtor appointed after the filing of the involuntary petition. Under Florida Law, there is no such thing as an acting manager. If a limited liability company is a manager-managed entity as is the debtor, then the manager is the manager, period. Under existing Florida statute. It does not matter that the debtor remains dissolved. The trust, as the members of the debtor could select a manager, it is unclear whether the trust as members have formally appointed Eliot Bernstein as manager. And if they did, when that took place.

Candice Bernstein is not a representative of the debtor. She claims to be a creditor, but the source of her claim is unclear. Eliot Bernstein, Candice Bernstein, and the petitioners have filed numerous documents in this case that contain unsupported and often defamatory statements regarding counsel for the movements, Alan Rose, Robert Sweetapple, Patricia Sahm, Ted Bernstein, Tesha and Spelin PA, Judge Diana Lewis, who is deceased, Steven Lesnie, Brian O'Connell, Judge John Kastrenakes, Heidi Feinman, and me.

Without any factual support, they allege that these persons committed acts of fraud, breaches of fiduciary duty, and extortion among other shocking statements. Eliot Bernstein has previously been sanctioned by other courts, preventing him from filing similar documents. It is apparent that past sanctions against him had no impact on his behavior in this case.

The first question is whether any of this amounts to a violation of subsections B1 or B3 of bankruptcy rule 9011. If so, then I must determine appropriate sanctions. I should comment at this point that there is no basis for sanctions under bankruptcy rule 9011 against Eliot Bernstein or Candice Bernstein in connection with the filing of the involuntary petition itself. They did not sign that document.

While the move-ins several times in the motion for sanctions say that the petitioners acted in concert with Eliot and Candice, and it does appear that Eliot Bernstein orchestrated the filing of the petition, that does not expand the reach of the rule with regard to the filing of the petition. Eliot and Candice Bernstein are subject to rule 9011 sanctions only with regard to those documents they signed and filed themselves.

My analysis will start with the petition. The move-ins argue that the petitioners violated subsection B1 by filing an unfounded involuntary petition against their own entity solely for the improper purpose of forestalling and foreclosure sale. As the 11th Circuit is commented, the court's analysis under subsection B1 involves application of a subject of standard. Did the petitioners file the involuntary petition with an actual improper purpose?

The move-ins say the petitioner's motive was solely to delay the foreclosure to retain use of the home without paying for a few more months at least. The petitioners chose not to attend today's evidentiary hearing so I do not have the benefit of their testimony. For purposes of the motion for sanctions, I have only their statements and the attachment they included with the involuntary petition. They said, "We filed this petition in good faith for a proper purpose to seek the equal distribution of the assets of BFR to proper creditors."

They also state, "So we think there is a good chance of a plan to save BFR and restore its status, but at least pay all proper creditors." In light of the overwhelming evidence admitted today, I do not believe these were the true reasons for the filing of the involuntary petition. If the petitioners actually intended this bankruptcy case to achieve an equal distribution of the debtor's assets to proper creditors, they would've caused the debtor to act accordingly. Rather than timely retain counsel, timely file schedules, and the statement of financial affairs, respond to the reasonable requests

of the United States Trustee, and appear at the meeting of creditors among other things, the petitioners did nothing.

I converted this case because the debtor repeatedly failed to comply with deadlines. The only thing the petitioners obtained was delay. In the end, I dismissed this case with prejudice for two years, because it was filed in bad faith. The evidence admitted today only reinforces this conclusion. In light of their actions or more appropriate failures to act, their statements to the contrary are not credible. I find that the petitioners have filed an improper petition against their own entity, primarily to stymie the efforts of the trustee to foreclose on the debtor's principal asset. The petitioners met their burden of showing that the petitioners violated subsection B1 of bankruptcy rule 9011.

The next question is whether the petitioner's statements in the involuntary petition, that they are creditors of the debtor constitute violations of subsection B3. Under the case law, the appropriate analysis is an objective one. The petitioners are not creditors, creditors of the debtor. Indeed, they have no direct ability to obtain anything from the debtor. At most, trusts of which they are beneficiaries could have the ability to receive return of capital from the debtor.

The question is whether a reasonable inquiry under the circumstances would reveal that fact. Normally when a person is not represented, the court gives some leeway to the unrepresented party, but even a brief reading of section 303 would reveal that the filing of an involuntary petition is a serious act that deserves careful attention. In light of the admissions, in their own attachment to the involuntary petition, any reasonable inquiry would've revealed that the petitioners were not proper petitioning creditors under section 303.

In Eliot Bernstein's filing an ECF number 94, which I treat as an objection here, in spite of his lack of standing. Eliot Bernstein argues that there is uncertainty in the case law regarding who is a proper petitioning creditor. From this, I believe he means to suggest that a reasonable inquiry would've led to multiple conclusions, perhaps including that the petitioners are within the ambit of proper creditors under section 303.

Even if Mr. Bernstein was permitted to represent the petitioners and he is not, this argument is not persuasive. It is true that there is substantial case law on certain aspects of who may be a petitioning creditor, but I am not aware of any case that suggests even remotely that an indirect equity owner of the alleged debtor whose only potential right, is that an intermediate entity in which he has a beneficial interest may have a right to return of capital from the alleged debtor is a proper petitioning creditor under section 303. The facts, in this case, do not even present a close call.

I conclude that the petitioner's statements in the involuntary petition that they hold claims against the debtor were false. That a reasonable inquiry under the circumstances would have revealed this fact. And so those statements are in violation of subsection B3 of bankruptcy rule 9011. Having found two independent violations of subsection B by each of the petitioners, I must now determine an appropriate sanction.

Under subsection C1A, I may award reasonable fees and expenses for filing and presenting the motion for sanctions itself. I find it as appropriate to do so. In addition, under subsection C2, I may award sanctions "sufficient to deter repetition of such conduct or comparable conduct by others similarly situated" and may include legal fees and expenses resulting from the filing of the offending document, to the extent necessary for effective deterrence. In this context, the move-ins seek payment of the entirety of their legal fees and expenses in this bankruptcy case. Plus five months' rent of the home at a rate of \$5,000 per month.

The standard in subsection C2 directs me to consider both deterrence of repetition of such conduct by the petitioners, as well as deterrence of comparable conduct by others similarly situated. I do not have the benefit of testimony if any of the petitioners, as they chose not to attend today's evidentiary hearing. I have only the evidence admitted during the hearing. In light of that evidence, I have concluded that the petitioners who are not proper creditors filed an involuntary petition against an entity in which they are the indirect equitable owners solely to prevent a foreclosure sale of the entity's principle asset, their home.

This desperate act followed extensive litigation in a Florida State Court, where the unstayed foreclosure judgment was entered. Under the circumstances of this case, the petitioners filing of the involuntary petition was highly improper. While it seems unlikely that the petitioners themselves will do this again, under the explicit text of bankruptcy rule 9011, it is appropriate to consider deterrence of similarly situated parties.

No one should ever file an involuntary petition against their own entity solely to prevent a foreclosure sale. In light of the severity of the infraction here, I find it appropriate deterrent for future violations by similarly situated parties, towards sanctions against the petitioners on a joint and several basis in the form of legal fees and expenses incurred by the movements for the entirety of this bankruptcy case.

Based on the evidence admitted today, that sum is \$43,878.30 cents. I note that this sum taken from Ms. Sahm's testimony is slightly less than the sum of the invoices and evidence plus the additional fees and expenses incurred after those invoices. I think the difference is \$240. Taking into account the skill and experience of counsel to the movements and the demands of this case, I find that their hourly rates are reasonable and appropriate. I also find that the time spent by them in this case and the tasks undertaken are reasonable under the circumstances of the case.

As part of the requested sanction for the filing of the petition, the movements asked the court to order the petitioners to pay a sum equal to the rent that the movements would've obtained during the delay represented by this bankruptcy case. This request sounds like a request for damages. Bankruptcy rule 9011(c) authorizes the court to award sanctions for the purpose of deterrence and not in the way of damages. While the rule does specifically permit the court to award sanctions in compensation for legal fees and expenses, again, that is only to the extent necessary for deterrence. I find that the legal fees and expenses awarded today are appropriate for purposes of deterrence.

I find that those sanctions are alone sufficient to the purpose. I will not award additional sanctions tied to the lost rent the move-ins claim to have suffered as a result of the delay. Finally, I must consider whether the petitioners Eliot Bernstein and Candice Bernstein violated bankruptcy rule 9011(b3) by filing numerous documents with unsupported and scandalous allegations. Eliot Bernstein filed most of these shocking documents, but the petitioners and Candice Bernstein often joined in them.

These filings listed in the motion for sanctions are not supported by anything other than their apparent belief that anyone who opposes them is corrupt and has committed, or is in the process of committing crimes. Almost without exception, the documents listed in the motion for sanctions failed to present any arguments, actually relevant to the matters that were then under consideration. I find that those documents were filed solely to harass parties in interest and me, and to cause delay and frustration. The documents were filed in violation of subsection B3 of rule 9011.

Under subsection C, I can order sanctions of a non-monetary nature. I note that each of the previously filed documents listed in the motion for sanctions have already been considered by the court. So the requested relief that the documents be stricken will have no impact on the court's rulings. In light of the scandalous and sometimes defamatory nature of the unsupported allegations in those documents, they will be stricken. The move-ins also ask that if any of the petitioners, Eliot Bernstein or Candice Bernstein file documents with similar allegations in the future that the court strike those documents.

In light of repeated filings stating essentially the same unsupported allegations, which I have ruled on multiple times, all of which appear intended only to frustrate the parties in the court, I find that the requested relief is appropriate. I will include in the order on the motion for sanctions that if any of the petitioners Eliot Bernstein or Candice Bernstein file, any document other than under article eight of the bankruptcy rules that contains similar scandalous or defamatory allegations against the parties listed in the motion for sanctions or others, the court will strike such documents without further notice or hearing. Are there any questions?

Bradley Shraiberg: No questions, your honor.

Judge Eric Kimball: Yes. Very good. Thank you for your presentation. I'll enter a brief order incorporating today's oral ruling and providing the relief.

Bradley Shraiberg: I may have spoken too fast, uh, with regard to the sanctions will it have a mechanism?

Judge Eric Kimball: Yes, I will include a provision that says, if the sanction amount is not paid within 30 days, that the move-ins may seek a separate judgment and I will enter separate judgment.

Bradley Shraiberg: Thank you, your honor.

Judge Eric Kimball: Yes. Good morning or afternoon. Good afternoon, everyone.

Exhibit 12 - 20230328 Patricia Sahm Sr Power of Attorney POA Revocation 1st
removing Joanna Sahm

FLORIDA POWER OF ATTORNEY REVOCATION

Use of this form is for the power of attorney of:

- Health Care Powers

- Financial Powers

- Other: any and all Powers of Attorney

I, Patricia A. Sahm, hereby immediately revoke those portions covering decisions of the document titled Power of Attorney, that I previously executed on the ___ of December, 2021 which appointed Joanna E. Sahm as my agent and Joanna E. Sahm as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 28 of MARCH, 2023.

Signature of Principal Patricia A. Sahm

Print Name Patricia A. Sahm

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.

We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Angela Williams
Witness's Signature

10103 Countrybrook Rd Boca Raton 33428
Address

Marie M. Laplante
Witness's Signature

MARIE M. LAPLANTE
1600 NW 2ND AVE Suite 20
BOCA RATON, FL 33432

NOTARY ACKNOWLEDGMENT

[State of Florida

County of PALM BEACH]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28TH (numeric date) day of MARCH (month), 2023 (year), by PATRICIA SAHM (name of person acknowledging).

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: Florida DL

Type of Identification Produced: _____



Exhibit 13 - 20230413 PBSO Sheriff Updated Report Case 22099659

PALM BEACH COUNTY SHERIFF'S OFFICE PAGE 1
CASE NO. 22099659 OFFENSE REPORT CASE NO. 22099659
DISPOSITION: INACTIVE
DIVISION: ROAD PATROL

911:
SCHEME/DEFRAUD * * *
SIGNAL CODE: 53 CRIME CODE: 4 NON CRIME CODE: CODE: 260A DATE: 08/18/22 THURSDAY
ZONE: F51 GRID: DEPUTY I.D.: 35620 NAME: MACKLIN JONATHA ASSIST: TIME D 1543 A 1543 C 1815
OCCURRED BETWEEN DATE: 08/18/22 , 1543 HOURS AND DATE: 08/18/22 , 1800 HOURS
EXCEPTION TYPE:
INCIDENT LOCATION: 2753 NW 34 ST APT. NO.:
CITY: BOCA RATON STATE: FL ZIP: 33434

NO. OFFENSES: 01 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
LOCATION: RESIDENCE - SINGLE FAMILY
NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0

OFFENSE NO. 1 FLORIDA STATE STATUTE: 817 034 CIS CODE 260A

NAME LIST:
ROLE:

VICTIM NO. 001 ELIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 507 WT: 0 HR: UNKNOWN EYE: UNKNOWN
BUSINESS PHONE: 561 000-0000
COMPLAINANT ELIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 507 WT: 0 HR: UNKNOWN EYE: UNKNOWN
BUSINESS PHONE: 561 000-0000
WITNESS ELIOT I BERNSTEIN DOB: 09/30/1963
SEX: M RACE: W HT: 507 WT: 0 HR: UNKNOWN EYE: UNKNOWN
RESIDENTIAL ADDRESS: 2753 NW 34 ST BOCA RATON FL 33434 HOME PHONE: 561 886-7628

OFFENSE INDICATOR: OFFENSE 1 VICTIM NUMBER: 1
VICTIM TYPE: ADULT
RESIDENCE TYPE: CITY RESIDENCE STATUS: FULL YEAR
EXTENT OF INJURY: NONE
INJURY TYPE(1): NOT APPLICABLE
INJURY TYPE(2): NOT APPLICABLE
VICTIM RELATION: UNDETERMINED

REPORT NUMBER: 1
FLORIDA VICTIM ? N
REFERENCE CASE NO.: DAY CLEAR

printed by Employee Id #: 12431 on April 13, 2023 10:29:01AM

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E P A G E 2
C A S E N O . 2 2 0 9 9 6 5 9 O F F E N S E R E P O R T C A S E N O . 2 2 0 9 9 6 5 9
DISPOSITION: INACTIVE

ON 08/18/2022 AT APPROXIMATELY 15:43 HOURS I WAS DISPATCHED TO 17901 SOUTH STATE ROAD 7 (UNINCORPORATED BOCA RATON) IN REFERENCE TO THE REPORT OF ALLEGED PUBLIC CORRUPTION AND FRAUD. COMPLAINANT ELIOT BERNSTEIN PROVIDED A SUBSTANTIAL NUMBER OF DOCUMENTS WHICH ALLEGEDLY CONTAIN EVIDENCE IMPLICATING THE PALM BEACH COUNTY COURT SYSTEM AND MEMBERS OF THE PALM BEACH COUNTY COURTS. BERNSTEIN FURTHER ALLEGES THAT CIVIL ACTIONS ARE BEING TAKEN AGAINST HIS PROPERTY LOCATED IN THE CITY OF BOCA RATON (2753 NW 34TH STREET) AS A DIRECT RESULT OF THE ALLEGED FRAUDULENT ACTIVITIES. WITHIN THE DOCUMENTATION PROVIDED BY THE COMPLAINANT ARE NAMES OF POTENTIAL CONSPIRATORS AND CO-CONSPIRATORS AS DESCRIBED BY BERNSTEIN. ALL DOCUMENTATION PROVIDED BY BERNSTEIN WAS SUBMITTED AS EVIDENCE IN THIS REPORTED CASE.

AS A DIRECT RESULT OF THE INFORMATION PROVIDED TO THE PALM BEACH COUNTY SHERIFF'S OFFICE, THE PUBLIC INTEGRITY UNIT WAS CONTACTED TO PROVIDE GUIDANCE IN THIS MATTER. THE PUBLIC INTEGRITY UNIT WAS NOT AVAILABLE TO ASSIST AS OF THE WRITING OF THIS REPORT.

THIS CASE WILL REMAIN INACTIVE.

D/S J. MACKLIN #35620

8/18/22 1750 HRS.

TRANS: CT #8673 8/19/22

printed by Employee Id #: 12431 on April 13, 2023 10:29:01AM

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E PAGE 1
 CASE NO. 22099659 SUPPLEMENT 1 O F F E N S E R E P O R T CASE NO. 22099659
 DISPOSITION: UNFOUNDED
 DIVISION: DETECTIVE

911:
 SCHEME/DEFRAUD * * *
 SIGNAL CODE: 53 CRIME CODE: 4 NON CRIME CODE: CODE: 260A DATE: 04/03/23 THURSDAY
 ZONE: F51 GRID: DEPUTY I.D.: 7916 NAME: WALSH MICHAEL ASSIST: TIME D 1543 A 1543 C 1815
 OCCURRED BETWEEN DATE: 08/18/22 , 1540 HOURS AND DATE: 04/02/23 , 1530 HOURS
 EXCEPTION TYPE:
 INCIDENT LOCATION: 2753 NW 34 ST APT. NO.:
 CITY: BOCA RATON STATE: FL ZIP: 33434
 NO. OFFENSES: 01 NO. OFFENDERS: UK NO. VEHICLES STOLEN: 0 NO. PREMISES ENTERED: 0
 LOCATION: RESIDENCE - SINGLE FAMILY
 NO. VICTIMS: 01 NO. ARRESTED: 0 FORCED ENTRY: 0
 OFFENSE NO. 1 FLORIDA STATE STATUTE: 817 034 CIS CODE 260A

ON 3/28/2023, I INITIATED A FOLLOW UP INVESTIGATION OF AN ORGANIZED SCHEME TO DEFRAUD REPORTED BY THE COMPLAINANT IDENTIFIED AS ELIOT I. BERNSTEIN. ON 8/18/2023, MR. BERNSTEIN MET WITH PALM BEACH COUNTY SHERIFF'S OFFICE DEPUTY MACKLIN/35620, AND COMPLETED A SWORN WRITTEN STATEMENT ALLEGING THAT VARIOUS FRAUDULENT ACTS WERE COMMITTED BY ATTORNEYS AND POSSIBLY FACILITATED BY OFFICERS OF THE PALM BEACH COUNTY 15TH JUDICIAL CIRCUIT COURT. MR. BERNSTEIN WROTE IN HIS STATEMENT THAT FRAUDULENT DOCUMENTS WERE SUBMITTED BY ATTORNEY'S TO THE PALM BEACH COUNTY 15TH JUDICIAL CIRCUIT COURT INVOLVING MATTERS RELATED TO THE BERNSTEIN FAMILY TRUST. AT THAT TIME MR. BERNSTEIN ALSO PROVIDED DEPUTY MACKLIN WITH A PRINTED ADDENDUM STATEMENT WHERE MR. BERNSTEIN CITED THE MORTGAGE FORECLOSURE ACTION FOR THE REAL PROPERTY LOCATED AT 2753 NW 34TH STREET, UNIT 2, BOCA RATON, PALM BEACH COUNTY FLORIDA, 33434, AS PART OF THE ORGANIZED SCHEME TO DEFRAUD. THE SALE OF THIS PROPERTY IS LISTED UNDER PALM BEACH COUNTY 15TH CIRCUIT CIVIL COURT CASE #50-2018-CA-002317-XXXX-MB. MR. BERNSTEIN FURTHER ALLEGED IN HIS ADDENDUM STATEMENT, THAT TRUST ATTORNEY ROBERT SWEETAPPLE FALSELY FILED DOCUMENTS RELATED TO THE TRUST AND THE PENDING FORECLOSURE SALE OF THE PROPERTY AT 2753 NW 34TH STREET, UNIT 2, BOCA RATON, FLORIDA 33434.

IT SHOULD BE NOTED THAT MR. BERNSTEIN PREVIOUSLY FILED A REPORT ON 6/03/2022, WITH THE BOCA RATON POLICE DEPARTMENT DETAILING THESE SAME BASIC ACCUSATIONS IN REFERENCE TO BOCA RATON PD CASE 2022-007253. THE BOCA RATON POLICE REPORT DETERMINED THAT NO CRIME OCCURRED AND THAT THE ALLEGATIONS PRESENTED BY MR. BERNSTEIN WERE CIVIL ISSUES.

 printed by Employee Id #: 12431 on April 13, 2023 10:29:01AM

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E P A G E 2
C A S E N O . 2 2 0 9 9 6 5 9 S U P P L E M E N T 1 O F F E N S E R E P O R T C A S E N O . 2 2 0 9 9 6 5 9
DISPOSITION: UNFOUNDED

I COMPLETED A REVIEW OF THE COURT DOCUMENTS RELATED TO PALM BEACH COUNTY 15TH CIRCUIT CIVIL COURT CASE #50-2018-CA-002317-XXXX-MB WHICH ORIGINATED IN 2018. A FINAL JUDGEMENT OF FORECLOSURE IN THIS CASE WAS ISSUED BY THE HONORABLE JUDGE KASTRENAKES ON 12/21/2021, FOR THE PROPERTY LEGALLY IDENTIFIED IN THE DOCUMENT AS BOCA MADERA UNIT 2 LOT 68 BLOCK G, AUTHORIZING THE SALE OF THE PROPERTY AT PUBLIC AUCTION. THE PHYSICAL ADDRESS OF THIS PROPERTY IS CONFIRMED IN THE PALM BEACH COUNTY PROPERTY APPRAISERS WEBSITE AS 2753 NW 34TH STREET BOCA RATON, FLORIDA 33434. ALL SUBSEQUENT MOTIONS AND APPEALS TO VACATE THE FINAL JUDGEMENT OF FORECLOSURE PRESENTED TO THE COURT BY MR. BERNSTEIN AND HIS REPRESENTATIVES WERE REVIEWED BY JUDGE KASTRENAKES, AND WERE DENIED IN AN OMNIBUS ORDER DATED 5/24/2022. ADDITIONAL APPEALS OF THE FINAL JUDGEMENT OF FORECLOSURE WERE REVIEWED BY THE PALM BEACH COUNTY 15TH CIRCUIT COURT AND THE 4TH DISTRICT COURT OF APPEALS AND THE APPEALS WERE DISMISSED. DURING THOSE ADDITIONALLY DENIED APPEALS, MR. BERNSTEIN EITHER RAISED OR HAD THE OPPORTUNITY TO RAISE WITH THE COURT, ALL OF THE LEGAL ISSUES LISTED IN THE SWORN STATEMENTS PROVIDED TO THE PALM BEACH COUNTY SHERIFF'S OFFICE. A FINAL MOTION TO RESET THE APPROVED FORECLOSURE SALE OF THE PROPERTY WAS GRANTED ON 1/06/2023, BY THE HONORABLE JUDGE CAROLYN BELL WITH THE DATE OF APRIL 4TH 2023, DESIGNATED FOR THE PUBLIC SALE OF THE PROPERTY.

ON 3/31/2023, I CONTACTED TRUST ATTORNEY ROBERT SWEETAPPLE WHO IS LISTED AS THE ATTORNEY OF RECORD FOR THE PLAINTIFF'S IN THIS CASE INVOLVING THE BERNSTEIN FAMILY TRUST. MR. SWEETAPPLE RESPECTFULLY DECLINED TO DISCUSS THE DETAILS OF THE CASE, AND STATED THAT MR. BERNSTEIN OR HIS LEGAL REPRESENTATIVES HAD PREVIOUSLY RAISED ALL OF THEIR OBJECTIONS IN COURT AND THEIR APPEALS WERE DENIED BASED ON THE EVIDENCE. IT SHOULD BE FURTHER NOTED THAT THE PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL WAS CONSULTED REGARDING MR. BERNSTEIN'S ALLEGATIONS OF MISCONDUCT BY PALM BEACH COUNTY JUDGES AND ATTORNEYS INVOLVED IN THIS CASE, AND THE INSPECTOR GENERAL'S OFFICE DECLINED TO INVESTIGATE THE ALLEGATIONS BASED ON THEIR LACK OF JURISDICTION.

MY INVESTIGATION CONCLUDED THAT THE ALLEGATIONS LISTED IN MR. BERNSTEIN'S SWORN STATEMENTS REGARDING THE PURPORTED FRAUDULENT ACTS COMMITTED BY ATTORNEY'S IN PALM BEACH COUNTY 15TH CIRCUIT CIVIL COURT CASE #50-2018-CA-002317-XXXX-MB, WERE PREVIOUSLY ADDRESSED IN MULTIPLE COURT PROCEEDINGS AND DISMISSED BASED ON FACTORS INCLUDING A LACK OF EVIDENCE. MY INVESTIGATION FURTHER CONCLUDED THAT BASED ON THE ABOVE FACTS, PROBABLE CAUSE HAS NOT BEEN ESTABLISHED TO SUPPORT ANY CRIMINAL CHARGES AND THE ALLEGATIONS OF AN ORGANIZED SCHEME TO DEFRAUD ARE UNFOUNDED.

ON 4/03/2023, I ATTEMPTED TO CONTACT MR. BERNSTEIN ON HIS LISTED CELLPHONE NUMBER, (561-886-7628), TO INFORM HIM THAT THE INVESTIGATION INTO HIS ALLEGATIONS OF AN ORGANIZED SCHEME TO DEFRAUD WAS COMPLETED. I LEFT A DETAILED VOICEMAIL MESSAGE FOR HIM THAT INCLUDED MY CONTACT INFORMATION AND

printed by Employee Id #: 12431 on April 13, 2023 10:29:01AM

P A L M B E A C H C O U N T Y S H E R I F F ' S O F F I C E P A G E 3
CASE NO. 22099659 S U P P L E M E N T 1 O F F E N S E R E P O R T C A S E N O . 22099659
DISPOSITION: UNFOUNDED

THE ANTICIPATED DATE WHEN THE PRINTED REPORT WOULD BE AVAILABLE FOR RELEASE.
DET. M. WALSH #7916
4/3/23 1603 HRS.
TRANS: CT #8673 4/4/23

printed by Employee Id #: 12431 on April 13, 2023 10:29:01AM

Exhibit 14 - 20231025 Twig, Trade, & Tribunal, PLLC Morgan Weinstein SAHM

SIGNED RETAINER

TWIG TRADE & TRIBUNAL

April 11, 2023

Via Hand Delivery and Email: **patty.sahm@gmail.com**

Patricia Sahm
c/o Christopher and Michele Weppner
3377 NW 25th Terrace
Boca Raton, FL 33434

**RE: *Substitution Into and Settlement of Patricia Sahm v. Bernstein Family Realty
LLC
50-2018-002317-XXXX-MB (AF)***

Dear Ms. Sahm:

We are pleased that you have asked our firm to assist in this matter. The purpose of this letter is to confirm our firm's attempted engagement as counsel with respect to the above-referenced case. This letter is also intended to provide you with certain information concerning our fees, billing, and collection policies that will govern our relationship.

We have found it to be a helpful practice to confirm with our clients the nature and terms of our representation. Our engagement will begin upon receipt of an executed copy of this Engagement Letter. We intend to provide flat fee services in the amount of \$10,000.00, regardless of time spent.

The engagement will be terminable at will by, subject to payment of all fees for services performed and costs advanced through the date of termination. Interim Statements for services rendered shall be payable in full upon receipt.

Attached to this letter is a summary of our firm's standard Terms of Engagement. Please review these and let me know if you have any questions concerning our policies. If the terms described above and in the attached summary are satisfactory to you, please so indicate by signing the enclosed copy of this letter, and returning the signed copy by e-mailing a copy to morgan@twiglaw.com and sending the original, signed copy to our Fort Lauderdale address. Also, please retain a copy for your records.

Our firm is grateful for the opportunity to work with you in connection with this matter, and we look forward to a long and mutually satisfactory relationship.



TWIG TRADE & TRIBUNAL

those files. If Client does not elect to take custody of the files, we will retain the files for what we consider to be a reasonable time at which time the files will be disposed of without further notice to you. Our current policy is to dispose of all files five (5) years after termination of our engagement, and you agree that we may do so.

Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available relevant to our representation. You agree to notify us promptly of any change in the address or contact data for Client.

Choice of Law. Our engagement is entered into under and shall be governed by the laws of the State of Florida excluding its choice of law provisions, even if our services involve actions and representation in other jurisdictions.

Integration. This Agreement constitutes the full and complete understanding between you and our firm. Any other oral or written prior agreements or understandings are superseded hereby. Any amendment to this engagement must be in writing signed by all parties.

Please sign and date the accompanying copy of this letter and return to our office using the enclosed envelope or by facsimile or electronic mail. Your signature delivered by facsimile or electronic mail will be effective as an original. The effective date of this Agreement will be the date we receive copies showing execution by the Client and payment of the initial retainer.

If you have any questions about the provisions of this letter, please contact me. We appreciate your confidence in us.

Sincerely,

Twig, Trade, & Tribunal, PLLC

Morgan L. Weinstein, Esq.

Date: _____

We have read, understand, and agree to the terms of the above engagement letter:

Patricia Sahn
Patricia Sahn

Date: April 12, 2023



TWIG TRADE & TRIBUNAL

with other legal counsel would involve a division of our fee, we will advise you and assume your approval unless you promptly inform us otherwise.

Fees. You will pay us a flat fee for our services described above. That flat fee is \$10,000.00, which shall be deemed earned upon receipt. The flat fee amount will be payable subsequent to entry into the contemplated settlement agreement. We will provide monthly invoices relating to such fees.

Expenses. We do not anticipate incurring significant expenses in attempting to gain permission to act as the Client's counsel or negotiate the contemplated settlement agreement. To the extent that expenses arise, including the need to hire court reporters or order hearing transcripts, such expenses shall be the Client's responsibility.

Termination of Engagement. The engagement will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination. Interim Statements for services rendered shall be payable in full upon receipt. In the event that this agreement is terminated prior to the completion of any work for which a flat fee has been agreed, our hourly rate will apply to any such work already performed, with the total amount not to exceed the flat fee arrangement. To the extent that the Client determines not to enter into the contemplated settlement agreement, the flat fee to be payable after the agreement is executed shall instead constitute an hourly fee arrangement, instead. For your information, our agreed-upon hourly rate is \$600.00 per billable hour. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you will be required to pay reasonable attorneys' fees as well as interest on the amount of any fees or costs due us.

Court Review. In accordance with the Florida Rules of Professional Conduct, upon application by the Client, all fee contracts are subject to review and approval by an appropriate court having jurisdiction of the matter, and the court shall have the authority to determine whether the contract is reasonable. If the court finds the contract is not reasonable, it will set the contract aside and allow a reasonable fee.

Favorable Outcome Not Guaranteed. Our firm makes no warranty or representation concerning the successful termination of the matter or the favorable outcome of any legal action that may be undertaken. All statements by our personnel are statements of opinion only.

Power of Attorney. Client gives our firm a power of attorney to execute all documents which are necessary or desirable to proceed with legal representation on the matter, such as briefs, motions, pleadings, contracts, commercial paper, settlement agreements, compromises, releases, verifications, dismissals, orders, and other similar documents. Client designates Morgan L. Weinstein, Esq. as its representative with power to bind Client in connection with representation under this engagement.

Retention of Files. Upon termination of our engagement, Client may upon written request, take possession of all of Client's files including any property or items furnished by Client or otherwise relating to the services. We have the right to retain copies at our expense of all items contained in



TWIG TRADE & TRIBUNAL

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to contact us. Again, we are pleased to have the opportunity to serve you.

Sincerely,

Morgan Weinstein

Morgan L. Weinstein
Twig, Trade, & Tribunal, PLLC
1512 E. Broward Blvd., Suite 204A
Fort Lauderdale, FL 33301
morgan@twiglaw.com
For the Firm

Enclosure

Agreed to and Approved:

By: *Patricia Sahn*
Patricia Sahn

Dated: **April 12, 2023**



Terms of Engagement

We appreciate your decision to retain Twig, Trade, & Tribunal, PLLC as your legal counsel. Our engagement is limited to the matter identified in the letter to which these Terms of Engagement are attached. The following summarizes our billing practices and certain other terms that will apply to our engagement.

Client. Our client in this matter will be Ms. Sahn, and is referred to in this letter as the “Client.”

Scope. We are engaged to provide the Client with the following services: attempting to act as counsel with regard to Case No. 50-2018-CA-002317-XXXX-MB (AF), to the extent that our role will be to move to substitute into that case as counsel on the Client’s behalf and, if allowed to substitute as counsel, negotiate the settlement of the claim in exchange for funds currently held in a court registry. It has been represented to us that: (a) the funds in the court registry are less than the total amount of the judgment; (b) the Client desires to settle for that amount, notwithstanding the fact that the judgment is for a higher amount; and (c) the Client’s daughter has been acting on the Client’s behalf pursuant to a power of attorney that the Client has represented may have never been valid and has, prior to the our entry into this engagement, been revoked. Further, the Client is aware that her current counsel may attempt to seek fees from the Client in the event that the Client settles for less than the full amount of the judgment, which currently includes that counsel’s attorneys’ fees and costs. You and we may agree to expand or limit the scope of our representation from time to time; however, any expansion or limitation must be confirmed in a writing signed by you and us. In the event that you do not wish to settle the claim as described above, you and we will come to a separate fee agreement regarding same.

Term. Our representation shall terminate upon completion of the services listed above. In addition, either the Client or we may terminate our engagement at any time for any reason upon notice to the other; although, our right to terminate may be limited by the applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client’s interests in the above matter and, if the Client requests, we will suggest possible successor counsel and provide that counsel with whatever papers have been provided to us. If permission for withdrawal is required by a court, we will promptly apply for that permission, and you agree to engage successor counsel to represent the Client.

Personnel. The attorney executing this Agreement on behalf of our firm will be the principal attorney responsible for handling this matter on behalf of the Client; however, the Client agrees that certain portions of the legal work may be delegated to other attorneys and staff within the firm within the reasonable discretion of the principal attorney. This delegation may require meetings which expend the time for which you will be billed. In addition, if in the opinion of the principal attorney, it is necessary for the timely or proper handling of the matter, our firm may on behalf of the Client retain local or other legal counsel, court reporters, photographers, surveyors, title companies, appraisers, and experts either as witnesses or advisors. In the event our arrangement



Exhibit 15 - 20230413 2nd POA Power of Attorney Revocation Patricia Sahn
removing Joanna Sahn

FLORIDA POWER OF ATTORNEY REVOCATION

Use of this form is for the power of attorney of:

PAS - Health Care Powers

PAS - Financial Powers

PAS - Other: Any and All Powers of Attorneys granted to Joanna E. Sahm

I, Patricia A. Sahm PAS., hereby immediately revoke those portions covering decisions of the document titled Power of Attorney, that I previously executed on the any of July of 2020 through Feb., 2023 which appointed Joanna E. Sahm as my agent and unknown individual as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 13 of April, 2023.

Signature of Principal Patricia A. Sahm

Print Name Patricia A. Sahm PAS.

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.

We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Hobensate Laplante
Witness's Signature

Hobensate Laplante
Address

Marie M. Laplante
Witness's Signature

Marie M. Laplante

NOTARY ACKNOWLEDGMENT

[State of Florida

County of Palm Beach]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th (numeric date) day of April (month), 2023 (year), by Patricia A. Sahn ^{P.A.S.} (name of person acknowledging).

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: X _____

Type of Identification Produced: Florida Driver's License



Exhibit 16 - 20230413 BK Motion DEBTOR'S EMERGENCY SUBMITTAL
Shows Notice of Settlement with Pat Sr and Joanna Revocation of POA

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

In Re: Case No. **23-12630-PDR**
Ch. 13

Eliot Bernstein,

Debtor,

EMERGENCY SUBMITTAL
BY DEBTOR UNDER LOCAL RULE

DEBTOR'S EMERGENCY SUBMITTAL UNDER LOCAL RULE
Rule 5005-1 (F) (2) OF DEBTOR'S OPPOSITION AND OBJECTIONS TO
LIFT STAY AND IN REM RELIEF FILED UNDER ECF DOCUMENT NOS.
9 filed 4-3-23 Ex Parte and No. 15 filed 4-4-23.

Eliot Bernstein, the Debtor herein, respectfully shows this Court as follows:

1. I am the Debtor Pro Se.
2. I file this Opposition and Objections to 2 motions to Lift Stay and In Rem relief filed by attorney Bradley Shraiberg under ECF Documents No. 9 and 15.
3. I emailed Mr. Shraiberg last evening, April 12, 2023 after learning new confirmed information involving Patricia A. Sahn signing a retainer with a new attorney Morgan Weinstein of Fort Lauderdale, Fl as discussed below.

See Exhibit 1.

**NATURE OF EMERGENCY AND EXCEPTIONAL CIRCUMSTANCES
FOR LATE FILING UNDER LOCAL RULE 5005-1 (F) (2)**

4. The Emergency filing and exceptional circumstances involve an ongoing and continuing fraud and false filings by Attorney Bradley Shraiberg who lacks authority to represent Patrica A. Sahm, individually as filed in this case and is further equitably estopped and lacks standing to file on behalf of the Estate of Walter E. Sahm in this case further misleading this Court after misleading and false filings in the very Bankruptcy case relied on by Mr. Shraiberg heard before Bankruptcy Judge Kimball under Petition #: 22-13009-EPK.
5. Specific delay in this filing occurred by my direct actions as Debtor to protect the “Real Party in Interest” as Secured Creditor, being one Patricia A. Sahm, Sr, individually, being the surviving wife of one Walter E. Sahm as it was only last evening, April 12, 2023 that I received information confirming that Patricia A. Sahm, Sr. has in fact signed a written Retainer with attorney Morgan Weinstein of Twig, Trade and Tribunal PLLC in Fort Lauderdale, Florida. It has been learned that Patricia A. Sahm, herself may likely be a victim of the very professionals who filed the motions under ECF No. 9 and 15 in this case.

6. Exceptional circumstances exist as upon information and belief, the real party in interest and only party in interest as a “Secured Creditor”, Patricia A. Sahn, Sr. individually has never met attorney Bradley Shraiberg, never communicated with Mr. Shraiberg on this case, did not discuss or authorize the present filings by Mr. Shraiberg under ECF No. 9 and 15 and in fact Patricia A. Sahn, Sr. has now hired Mr. Weinstein expressly for purposes of a Settlement of the State Foreclosure case seeking to settle all matters with myself, my wife Candice Bernstein, our three adult sons Joshua, Jacob and Daniel Bernstein, and the Deed holder Bernstein Family Realty, LLC which was in Dissolved status during the Bankruptcy with Judge Kimball but now has been fully reinstated and is an active entity registered with the Florida Secretary of State at sunbiz.org.
7. Attorney Inger Garcia can provide information and evidence to this Court about a Settlement and Compromise process with Attorney Morgan Weinstein on behalf of Patricia A. Sahn, individually who on information and belief does not support the present motions under ECF No. 9 and 15 and would even appear and give testimony to this and the desire to enter into Settlement with my individual family members and Bernstein Family Realty, LLC, hereinafter BFR.

8. It was also “just discovered” and learned this week that attorney Bradley Shraiberg appears to have falsely filed a prior Written Retainer last year in Case number Petition #: 22-13009-EPK before Judge Kimball as Exhibit 26 on 08/19/2022 under Document No. 90-26 in that case also falsely presenting to that Court that he had proper authority to represent Patricia A. Sahn individually and not in any representative capacity. See Exhibit 2.
9. In that document, Mr. Shraiberg falsely presented to Judge Kimball’s Court that Patricia A. Sahn, Sr., lived in North Carolina at the time of an alleged Retainer in April of 2022 at 645 Sweetgrass Drive, Blowing Rock, NC 28605 when upon information and belief Patricia A. Sahn has not even been to North Carolina since on or about early 2020, did not use or live at that address filed by Shraiberg, had not met Mr. Shraiberg or discussed the case or representation last year and did not sign the purported retainer document, potentially involving both Attorney Shraiberg and Joanna Sahn in not just a fraud upon the Court but a potential criminal act in the nature of forgery all the while exposing Patricia A. Sahn to liability and counterclaims that may impair and compromise any right to collect on any “Final Judgment” in foreclosure.
10. More egregiously, the false address filed by Mr. Shraiberg before Judge Kimball is in fact not an address in North Carolina for Patricia A. Sahn, Sr.

but instead an address for the daughter Joanna Sahm and her significant other where Joanna Sahm has been intertwined in the fraud yet now moves before this Court as well with unclean hands.

11. Because I had good faith reasons to believe Patricia A. Sahm, Sr. individually is or may be a victim of fraud and abuse by the very professionals purporting to represent her interests in this case and recently became aware of efforts to Settle in good faith, out of an abundance of caution I did not want to file disclosing this recently learned information until I had confirmation that Pat Sahm Sr. was protected by an attorney who actually speaks to her directly about the representation as attorney Morgan Weinstin has by phone and by in office Meeting upon belief.
12. The Jewish Passover religious holidays of last week into this weekend on information and belief contributed to delay in the formalizing of representation by Mr. Weinstein of Ms. Sahm, Sr, that began last week.
13. These facts and the grounds that attorney Bradley Shraiberg and Joanna Sahm are involved in the falsehoods before this Court and are acting with unclean hands together with the belief that a Settlement and Compromise is very near with the real party in interest Patricia A. Sahm, Sr. by counsel Weinstein and that the motions are improper before the Court and adequate

security and good faith filing can be shown merit these Objections and Opposition being considered on an Emergency basis.

14. On information and belief the real party in interest Patricia A. Sahm did not ask for these motions to be filed, would not be challenging adequate protection and simply wants to resolve these matters and settle.

15. Again, I also emailed Mr. Shraiberg pro se last night, April 12, 2023 asking for these Lift Stay motions to be withdrawn or alternatively consent to Continue today's Hearing until a proper evidentiary hearing can be scheduled. See Exhibit 1.

ATTORNEY SHRAIBERG ISOR SHOULD BE ESTOPPED FROM MOVING FOR THE ESTATE OF WALTER E. SAHM BY CONDUCT AND REPRESENTATIONS AND THE ATTORNEY FOR THE ESTATE OF WALTER E. SAHM CONFIRMS THERE IS NO CLAIM IN THIS MATTER ON BEHALF OF THE ESTATE OF WALTER E. SAHM = ESTATE LAWYER CONFIRMS TENANTS BY THE ENTIRETY AND PATRICIA A. SAHM SOLE INTEREST HOLDER THUS JOANNA SAHM HAS NO CLAIM OR STANDING TO FILE THESE MOTIONS FOR THE ESTATE

16. In both of the filings to Lift Stay and seek In Rem relief in this Bankruptcy case under ECF No. 9 and 15, attorney Bradley Shraiberg has filed as follows: “Joanna Sahm, as personal representative of the estate of Walter Sahm, and Patricia Sahm, (the “Secured Creditors”), by and through their undersigned counsel”. See, ECF No. 9 and 15.

17. As established above, Attorney Shraiberg purports to represent Patricia Sahm individually before this Court on the Motions under ECF No. 9 and 15 yet Mr. Shraiberg has never met Patricia Sahm (Sr), never spoke to her about this representation, never got her authority to represent her and more egregiously, filed in fraud using her name in the BFR bankruptcy case before Judge Kimball last year in 2022 as shown above.
18. And Patricia A. Sahm, Sr individually on belief as shown above now has her own counsel by written retainer with Morgan Weinstein as of April 12, 2023 and Settlement is being pursued.
19. Thus, Attorney Shraiberg has no authority or standing to act in this action on behalf of Patricia A. Sahm, Sr. and those motions must be dismissed and stricken with prejudice.
20. Additionally, on information and belief Patricia A. Sahm (Sr.) has Revoked any Power of Attorney to her daughter Joanna Sahm as shown by the attached Notarized document. See, Exhibit 3.
21. It should be noted that nowhere in these filings does attorney Shraiberg claim he is acting for Patricia A. Sahm Sr. in a representative capacity by Power of Attorney, no such Power of Attorney is attached to these filings and last summer Counsel Shraiberg refused to provide any alleged power of

attorney to counsel Inger Garcia which is another reason for an Evidentiary hearing at a continued date.

22. Likewise, by his own conduct and representations to the Bankruptcy Court of Judge Kimball in Petition #: 22-13009-EPK, attorney Shraiberg informed Judge Kimball On the Record at the very first Status Conference held May 25, 2022 that the Private Note mortgage that was the subject of the State Foreclosure had been held by Walter E. Sahn and Patricia A. Sahn (husband and wife) as “Tenants by the Entirety” and at or around the 8:40 minute Mark of such Conference as shown by Official Audio Transcript Judge Kimball himself automatically interjected to note that when Walt Sahn passed the Secured Creditor interests passed “automatically” to the Surviving spouse Patricia A. Sahn, individually in the entirety.
23. “Somehow” and “for some unknown reason”, however, Judge Kimball passed by this when Mr. Shraiberg would later file on behalf of Joanna Sahn as Personal Representative of the Estate of Walter E. Sahn, Jr. seeking the very sanctions now trying to be used against me yet Judge Kimball himself confirmed at the first hearing everything passed “automatically” to Pat Sahn Sr as surviving spouse and attorney Shraiberg against presented the Tenants by the Entirety position in the evidentiary hearing for sanctions. See, 14 of 35 August 25, 2022 Hearing in bankruptcy Brad talking: “*Um, move-ins*

exhibit one is the final judgment of the, of foreclosure. Move into exhibit 27 is a mortgage in favor of Walter Sahn, and his wife, Patricia Sahn. Uh, this, we put in, um, well, pursuant to the final judgment of foreclosure, a foreclosure sale of real property was scheduled for April 20th, 2022. Um, and also part of the, the intent of putting the mortgage in is that, uh, Mr. Eliot Bernstein has repeatedly said that this is a fraud, a dead person is moving in this, uh, court. Um, it's not true. Uh, first there is a judgment that has Walter Sahn as a creditor, but secondly, the review of the mortgage is, it's owned tenancy by the entirety. It says Walter Sahn and his wife, Patricia Sahn when he passed by law, Patricia Sahn was the owner of that, um, uh, uh, of that mortgage. This is a red herring. It's just going toward why we want these, um, uh, pleadings stricken". See Exhibit 4.

24. Thus, by his own On the Record representations in BK Petition #: 22-13009-EPK, Mr. Shraiberg is or should be equitably estopped from asserting a Lift Stay or In Rem motion on behalf of the Estate of Walter Sahn who has no claim as Secured Creditor due to tenants by the entirety.

MARCH 30, 2023 EMAILS OF ESTATE LAWYER FOR WALTER E. SAHM, JR. SHOW THE ESTATE HAS NO CLAIM AND THUS THE LIFT STAY AND IN REM MOTIONS MUST BE DENIED AND STRICKEN

25. More importantly, the Estate of Walter E. Sahm's own lawyer, John Raymond show the Estate of Walter E. Sahm, Jr. has no claim in this property or Judgment as it all passed to Patricia A. Sahm, Sr by operation of law.
26. This Court should note that these emails from the Estate lawyer came only after attorney Inger Garcia and my family and BFR had been on the continuing "wild goose chase" trying to Settle this matter but never knowing who the right party to Settle with was.
27. This is further relevant to the Good faith filing of my Chapter 13 and the unclean hands of the filing entities for this Hearing and equities in my favor as Inger Garcia expended significant time over several weeks trying to Settle the case with the Estate lawyer only to find the Estate Lawyer says the Estate has no claim. There are numerous attempts over the years to settle in good faith this case on the private Note and mortgage.
28. **From:** John Raymond <John.Raymond@nelsonmullins.com>
- Sent:** Thursday, March 30, 2023 4:39:23 PM
- To:** Inger Garcia <attorney@floridapotlawfirm.com>; Inger Garcia, Esq. <serviceimglaw@yahoo.com>
- Cc:** Rsweetapple@sweetapple.com <Rsweetapple@sweetapple.com>; attorney@ingergarcia.com <attorney@ingergarcia.com>; Arthur Morburger

<amorburger@bellsouth.net>

Subject: RE: Bankruptcy hearing testimony

My reading of the note makes it clear to me what the Note and Mortgage passed to the wife by operation of law Again Mr Sweetapple speaks for her the Estate has no say in the matter



JOHN J. RAYMOND PARTNER

john.raymond@nelsonmullins.com

251 ROYAL PALM WAY | SUITE 215

PALM BEACH, FL 33480

T 561.659.8661 F 561.659.8679

NELSONMULLINS.COM [VCARD](#) [VIEW BIO](#)

29. **From:** John Raymond <John.Raymond@nelsonmullins.com>
Sent: Thursday, March 30, 2023 4:22:39 PM
To: Inger Garcia, Esq. <serviceimglaw@yahoo.com>
Cc: Rsweetapple@sweetapple.com <Rsweetapple@sweetapple.com>
>; Inger Garcia
<attorney@floridapotlawfirm.com>; attorney@ingergarcia.com <attorney@ingergarcia.com>; Arthur Morburger

[<amorburger@bellsouth.net>](mailto:amorburger@bellsouth.net)

Subject: RE: Bankrutpcy hearing testimony

I repeat Mr Sweetapple is the attorney of record he will answer as he deems appropriate. All matters regarding this litigation are to be handled by Mr Sweetapple or is firm



JOHN J. RAYMOND PARTNER

john.raymond@nelsonmullins.com

251 ROYAL PALM WAY | SUITE 215

PALM BEACH, FL 33480

T 561.659.8661 F 561.659.8679

NELSONMULLINS.COM [VCARD](#) [VIEW BIO](#)

30. So not only should the motions be denied and stricken as Mr. Shraiberg is estopped as he himself has represented that the secured interests passed by tenants by the entirety, but the Estate's own counsel agrees as shown by the emails and the Estate has no claim.
31. Mr. Shraiberg further falsely misled this Court by claiming in "Paragraph 1, The Secured Creditors are the holders of the foreclosure judgment concerning the Real Property entered in the State Court Case." Case

23-12630-PDR Doc 9 Filed 04/03/23 Page 1 of 13 where Mr. Shraiberg falsely claims the Estate of Walter E. Sahm is a holder of the Foreclosure Judgment.

32. Upon information and belief from the Estate lawyer Mr. Raymond the Property at issue herein was NOT Listed as part of the Estate Inventory either.
33. Additionally, as Mr. Shraiberg knows, Counsel Sweetapple in the State Court foreclosure hid and concealed the death of Walter E. Sahm and to this day has never moved to substitute Joanna Sahm as PR of the Estate and hid the death of Walter Sahm from the Foreclosure case and falsely moved in Walt Sahm's name as if he was alive even though his legal authority to act for Walt Sahm terminated at death in January of 2021. An official copy of the Death Certificate was entered in the State foreclosure and the prior BFR bankruptcy with Judge Kimball yet counsel Sweetapple continued even this year to file Notice of Sale and Publication of the Judgment in Walt Sahm's name as if he is alive.
34. There is no Foreclosure Judgment in the Estate's name and to the contrary Mr. Sweetapple has continued his fraud in the State Court even after multiple filings and Suggestion of Death filings and Mr. Sweetapple filed

again this year for a Notice of Sale and Publication of Sale in Walt Sahn's name as if he was alive when the Judgment was falsely taken while he was deceased as if he was alive. If anyone is thumbing their nose at Court process it is Brad Shraiberg, Robert Sweetapple and Joanna Sahn all the while exposing Patricia A. Sahn and the Estate to liability and counterclaims. In fact Mr. Shraiberg's initial Appearance before Judge Kimball was on behalf of Walt Sahn as if he was alive despite having knowledge of the filings showing his passing and this Appearance Notice by counsel Shraiberg was only later "amended" after attorney Inger Garcia went on Record before Judge Kimball in June of 2022 about all of the fraud going on in the case. No motion to Substitute the Estate was made before Judge Kimball where no Estate Case number was provided, nor any Letters Testamentary provided either as Shraiberg and Joanna Sahn continued to hide the Estate from the parties just like an alleged Power of Attorney.

35. It is newly discovered upon information and belief recently that Patricia A. Sahn Sr, the real party in interest, also never had conversations authorizing the actions taken by Mr. Sweetapple either specifically including the filing of Summary Judgment and Final Judgment as if Walter E. Sahn was still alive and it was Mr. Sweetapple's conduct who forced the recent Chapter 13 filing after ignoring counsel Garcia's attempts to Settle for over a week

when she had Motions to Vacate to call up for Hearing in State Court but had put these on hold pending the Settlement attempts with Mr. Raymond. Upon belief Mr. Sweetapple did not communicate to his own client Patrica A. Sham, Sr. any attempt to Settle by my family with Patrica A. Sahn. Upon information and belief, Patricia A. Sahn, Sr. would have Consented to the Foreclosure Sale being canceled in the State Court this April 2023 and pulled from Auction so the parties could fairly Settle and compromise. .

36. Thus this bad faith unclean hands conduct should be further considered to deny the improper Lift Stay and In Rem motions before this Court.

SHRAIBERG / JOANNA SAHM LIFT STAY IN REM MOTONS ARE DEFECTIVE UNDER LOCAL RULE 4001-1 (A) NOTICE REQUIREMENTS FOR FAILURE TO GIVE NOTICE TO PERSONS KNOWN TO CLAIM LEGAL AND EQUITABLE INTEREST IN THE SUBJECT PROPERTY

37. Under this Local Rule, Mr. Shraiberg and Joanna Sahn were required as follows: A) Notice Requirements. In cases other than chapter 11 cases, notice of any motion seeking relief from the automatic stay, pursuant to 11 U.S.C. §362(d), shall be sufficient if served on the debtor, the debtor's attorney, the trustee, **and any person known to the moving party to claim**

a legal or equitable interest in any property which may be the subject of the motion.

38. Mr. Shraiberg and Joanna Sahm's motions must be dismissed and denied for failure to give NOTICE to Bernstein Family Realty, LLC the Deed holder now an active entity entitled to Notice even if not active, my 3 sons Joshu, Jacob and Daniel Bernstein who's Trusts owned BFR with other equitable rights and my wife Candice who has both equitable and legal interests as shown in the prior Bankruptcy and an Affidavit of William Stansbury.
39. Counsel Shraiberg and Joanna Sahm both knew of these parties and their legal and equitable claims and these parties should have had Notice of these motions.
40. The Stansbury Affidavit further shows equities in my favor and family's favor as it shows the plans that should have paid off the Note and Mortgage years ago and the friendly nature of business with Simon Bernstein and Walt Sahm before the monies and cases were hijacked by attorneys after their passing. See Exhibit 5, Stansbury Affidavit who could also testify at a Continued Hearing for an Evidentiary Hearing.
41. This Court should know my father Smon Bernstein and Walter Sahm were friends and involved in business deals and that is how this private Note Mortgage came about and it is only due to misconduct and hijacking of the

case and interests by the lawyers, Sweetapple in collusion with Alan Rose for my brother and now Shraiberg and Joanna Sahm that hostilities are present which are now in process to be Settled with Patricia A. Sahm, the real party in interest.

42. My wife and I were both named as Creditors of BFR and have Life interests in the property by Estate planning and actions by my father now deceased and have equitable interests contributing to the upkeep of the property for years and my sons have direct financial contributions to the property. See Stansbury Affidavit, Exhibit 5 who was a very good friend of Walter Sahm.
43. Failure to provide notice to these parties makes the Motions under Documents No 9 and 15 defective and must be dismissed.

GOOD FAITH CHAPTER 13 FILING NOT PROHIBITED BY JUDGE KIMBALL'S ORDER AND WAS FILED FOR LEGITIMATE BANKRUPTCY PURPOSE, FRESH START BREATHING ROOM FOR INDIVIDUAL REORGANIZATION WHILE SETTLEMENT AND COMPROMISE PROCESS UNDER WAY

44. The assertion by Mr. Shraiberg and Joanna Sahm that Judge Kimball's Order prohibited my filing is plain nonsense and the language of the Order does not and did not prohibit this filing which was not part of a scheme or tag team but instead a good faith filing.

45. This was an individual Chapter 13 filing not prohibited by any Order and was not filed for BFR or against BFR involuntary.
46. I am scheduled for Quadruple bypass surgery and have mounting medical bills, medical emergencies and debts listed in my Matrix all impacting my life individually in addition to improper threats and risks of being homeless from an improper sale. Thus, my filing was not simply about the property but the claimed Debt by the Judgment is a significant debt impacting my life planning and reorganization.
47. The Final Judgment itself is BOTH for Financial and possession and as written I am a Defendant party responsible for the financial Judgment and in fact Judge Kastranakes had stated on the Record in Transcripts that he could not tell “who” owed the money but “someone” did and this my filing is in good faith.
48. This Financial Judgment is the largest presently and I am a named responsible defendant.
49. I have massive medical issues daily and the filing was proper for reorganization of these matters and get the fresh start and “breather” contemplated by Chapter 13.
50. I can bring in the Wiliam Stansbury and multiple documents showing not only have I and my family been denied funds that would have paid this Note

off years ago but I and my family have been trying to pay this off property for years and thus the good faith equities are in my favor. Unclean hands and bad faith by counsels Sweetapple, Shraiberg and PR Joanna Sahm have denied myself and family from knowing the proper entity to Settle with until now.

51. Same as to the timing of my filing as it is the bad faith fraudulent conduct of Mr. Sweetapple not even responding to Ms. Garcia's efforts to settle that brought the timing of the filing into critical status as I do have Life interests in the subject property while needing quadruple bypass.
52. I have attached my Suggestion of Bankruptcy and not sure what Mr. Shraiberg is getting at with the filing by Ms Garcia as she did that but she is not a party on this motion in any event. I submit and answer in good faith and any adverse matters from Judge Kimball referernced are also subject to motions to vacate based on newly discovered evidence and Judge Kimball has recused from this case.
53. Because the actions of Mr. Sweetapple and others have subjected Patricia A. Sahm to risk of complete dismissal of the Foreclosure action for fraud and failure to Substitute proper parties and have created potential liabilities against her to be used in set off, the Stay should remain in place to protect the property and adequate protection can be provided both in settlement with

funds held in a Court Registry by my sons, a direct investor who can help satisfy the Settlement being pursued and other adequate protection plus Ms. Sahm did not even ask for it.

54. Proper Settlement and compromise should be allowed with the proper real party in interest with new attorney Weinstein.

WHEREFORE, it is respectfully prayed for an Order denying the Ex Parte Lift Stay in In Rem lift stay prospective relief or alternatively a Continuance to have counsel and schedule a proper evidentiary hearing and such other and further relief as may be just and proper.

Dated: April 13, 2023

/s/ Eliot I. Bernstein

Eliot I. Bernstein, Ch. 13 Debtor Pro Se

2753 NW 34th Street

Boca Raton, FL 33434

561-886-7628

iviesit@gmail.com

EXHIBIT 1

Eliot

Thursday, April 13, 2023 at 08:09:37 Eastern Daylight Time

Subject: FW: Emergency Filings and Request to Withdraw Motions or Continue Hearing Bankruptcy Petition #: 23-12630-PDR

Date: Thursday, April 13, 2023 at 8:08:01 AM Eastern Daylight Time

From: Eliot <iviewit@iviewit.tv>

BCC: Eliot <iviewit@iviewit.tv>

From: Guardian Alert <iviewit@iviewit.tv>

Date: Wednesday, April 12, 2023 at 8:53 PM

To: <bss@slp.law>

Subject: Emergency Filings and Request to Withdraw Motions or Continue Hearing Bankruptcy Petition #: 23-12630-PDR

Re: Emergency Filings and Request to Withdraw Motions or Continue Hearing Bankruptcy Petition #: 23-12630-PDR

Mr. Shraiberg,

I respectfully request and suggest that your office Withdraw all Motions for Relief in my Bankruptcy Case Petition #: 23-12630-PDR and cancel the Hearing for tomorrow, April 13, 2023 or alternatively Consent to Continue tomorrow's Hearing until a proper Evidentiary Hearing can be scheduled.

In the event you do not agree to either Withdraw your motions entirely or Consent to Continue tomorrow's hearing, I will be making Emergency filings under the Local Rules and will provide a copy of such filings at the earliest possible convenience. I am confident I will show a proper basis for these requests in my filings.

Thank you.

Eliot Bernstein, Debtor

Pro Se

April 12, 2023

Eliot Ivan Bernstein
YouTube Inventor Scapegoated by Big Law
and Courts for Decades Now Protected by
NY Law Offices of Lalit K. Jain Esq. helping
All Courts to Self-lift the Self-inflicted
Baby Bastard Curse ("BBC")

Iviewit Holdings, Inc. – DE

[2753 N.W. 34th St.](#)

[Boca Raton, Florida 33434-3459](#)

[\(561\) 886.7628](#) (c)

iviewit@iviewit.tv

<http://www.iviewit.tv>

Please click www.TruthIsPrudence.Com, download, print and use upgraded legal service to help all Courts end the felony crime of scapegoating you and your family.

This e-mail message (and any attachment(s)) is covered by the *Electronic Communications Privacy Act*, 18 U.S.C. §§ 2510-2521, is intended only for the person or entity to whom it is addressed, and is a legally **PRIVILEGED and CONFIDENTIAL** communication.

EXHIBIT 2

MOVANTS' EXHIBIT 26



Reply to:
Bradley S. Shraiberg
Direct: (561)443-0801
Email: bss@slp.law

April 28, 2022

Joanna Sahn,
Personal Representative of
the Estate of Walter E. Sahn, Jr.
and Patricia A. Sahn
645 Sweetgrass Drive
Blowing Rock, NC 28605

**Re: Retention of Shraiberg Page, P.A. representing interests as a secured creditor
in the Bernstein Family Realty, LLC involuntary bankruptcy**

Dear Ms. Sahn:

We are very pleased that you have asked us (“Shraiberg Page, P.A.” or the “Firm”) to represent you as the Personal Representative of the Estate of Walter E. Sahn, Jr., and Patricia A. Sahn (together, the “Client”) with regard to the above-referenced matter. The Firm will represent the Client on an hourly fee basis. This letter and the Standard Hourly Fee Addendum (“Addendum”) which is attached hereto and incorporated herein by reference constitutes the entire agreement between the Client and the Firm, describes the terms of our relationship, and sets forth the general terms of our assistance to you in connection with the above-referenced matter. While this letter is primarily intended to deal with the legal services provided by the Firm to the Client in connection with the matter referenced above, these terms and conditions will also apply to any additional legal services that the Client asks the Firm to provide in connection with this or any additional legal matter unless both the Client and the Firm agree in writing to change one or more of those terms or conditions. This letter and the Addendum shall control all obligations set forth herein except as may be subsequently agreed upon in writing.

I will be the primary attorney taking responsibility (“Attorney in Charge”) for your legal matter. My current standard hourly rate is \$600.00. With that said, the Firm makes every effort to utilize associates to draft documents and attend hearings whenever possible. Our associates and junior partners bill between \$350.00 and \$450.00 an hour. As you will note in the Addendum, our hourly rates are subject to change from time to time. As agreed, the Client will provide the Firm with a retainer in the amount of \$2,500.00.

It is the policy of this Firm to hold the fee retainer on account to be applied to the last month’s billing, with all monthly bills rendered due and payable upon receipt. Once the initial retainer is exhausted, the Client will be required to replenish it and, under all circumstances, is responsible for all costs incurred on behalf of the Client. Throughout the course of the Firm’s representation of the Client, the Client will remit such fees and costs on a timely basis as are invoiced from the Firm, based on the Client’s understanding that payment within invoice terms is

{4209/000/00538723}

2385 NW EXECUTIVE CENTER DRIVE · SUITE 300 · BOCA RATON, FLORIDA 33431 · 561-443-0800

April 28, 2022

Page 2

a material condition of this relationship. To the extent the Firm's final fees are less than the balance of the Client's retainer, after deducting outstanding costs, if any, the balance shall be returned to the Client at the conclusion of the matter.

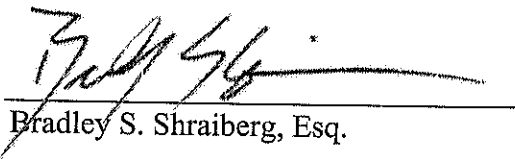
We will endeavor to serve the Client effectively and strive to represent its interests vigorously and efficiently. Any expressions on our part concerning the cost or outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. For us to provide these services most effectively, we require you to disclose fully and accurately all pertinent facts and keep us apprised of all developments in the matter. Please cooperate with us and make yourself available to attend meetings, conferences, hearings, and other proceedings as appropriate.

Our Firm will provide legal services to you and bill you for those services in accordance with the attached Addendum. Please review this letter and the Addendum in their entirety. If you have any questions or concerns regarding the foregoing terms and conditions, or the terms of the Addendum, do not hesitate to contact me. **Please acknowledge your understanding and approval of all the terms and conditions contained in this letter and the Addendum by signing and returning a copy of this letter to the undersigned together with a check for the retainer amount.** We will begin our representation upon receipt of the executed copy of this letter and your check in the amount of \$2,500.00

Thank you for allowing us to be of service. We look forward to a successful relationship with you.

SHRAIBERG PAGE, P.A.

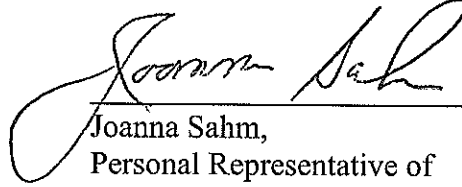
By:


Bradley S. Shraiberg, Esq.


{4209/000/00538723}

April 28, 2022
Page 3

All the terms and conditions contained in this letter and the Addendum have been **REVIEWED, ACKNOWLEDGED AND ACCEPTED** by Client this 30 day of April 2022.



Joanna Sahn,
Personal Representative of
the Estate of Walter E. Sahn, Jr.



Patricia A. Sahn

{4209/000/00538723}

April 28, 2022

Page 4

SHRAIBERG PAGE, P.A.
STANDARD HOURLY FEE ADDENDUM

This Addendum sets forth the standards upon which the Firm will provide legal services to the Client and bill for those services. This Addendum accompanies a fee letter (“Accompanying Letter”) addressed to a client or clients (jointly, severally and collectively, the “Client”) and is part of the agreement between Shraiberg Page, P.A. (the “Firm”) and the Client. This Addendum is incorporated by reference into the Accompanying Letter. To the extent any terms in the Accompanying Letter conflict with this Addendum, the provisions in the Accompanying Letter shall control.

1. **PROFESSIONAL UNDERTAKING:** The Attorney in Charge will have primary responsibility for the Client’s representation and may, in his or her sole discretion, utilize other attorneys and legal assistants in the Firm who can accomplish the work. If at any time the Client has any questions, concerns or criticisms concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the Attorney in Charge.

2. **FEES:** The Firm takes into account many factors in billing for services rendered, and the Attorney in Charge will review all invoices before they are issued to ensure that the amount charged is appropriate. The principle factor is usually the Firm’s schedule of hourly rates, and most invoices for services are the product of the hours worked multiplied by the Firm’s hourly rates then in effect at the time the work is performed.

It is impossible to determine in advance how much time will be needed, since that depends on many things beyond our control. Any amounts we provide for the cost of all or part of our engagement are merely estimates.

Our schedule of hourly rates for attorneys and other members of our professional staff is based on a combination of years of experience, specialization in training and practice, level of professional attainment, and overhead costs. Currently, our hourly rates range from \$250.00 for legal assistants to \$600.00 for our most senior partners. We review our schedule of hourly rates annually, and may revise them at that time. If we change our rates, the new rates will go into effect immediately without special notice to the Client. Upon request, we will provide a client with the rates of those professional staff working on an engagement prior to issuing our invoice.

There may be circumstances where the work performed produces substantial value or a favorable result for the Client which may be far greater than originally anticipated. In such a situation, if the Firm and the Client then mutually agree, the Firm’s fee could be greater than the hourly rates multiplied by the number of hours worked.

3. **COSTS:** It is usually necessary for us to incur, as agent for our clients, expenses for items such as filing fees, court reporter services, telephone conferencing services, deposition or hearing transcripts, travel, lodging, meals, substantial – out of the ordinary – photocopying volume and courier services. Many engagements also require substantial amounts of costly

April 28, 2022

Page 5

ancillary services, such as outside duplication services, trial graphics, imaging and data basing of documents and fee based computerized legal research. The Client will be responsible for all of these types of costs (i.e., out of the ordinary or third-party costs) incurred on the Client's behalf. However, the Client will not be charged for routine internal costs, such as charges for long distance telephone calls, in-house routine photocopy services, faxes, valet parking, routine postage, etc. In order to allocate these expenses fairly and to keep our hourly rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as "costs advanced," "costs incurred," or "disbursements."

Major out-of-pocket expenses, including outside fees and expenses (such as experts, investigators, consultants, court reporters, etc.), will not be advanced by us unless special arrangements are made in advance. Said expenses will be billed directly or forwarded to the Client.

4. **BILLING:** The Firm's invoices generally will be prepared and mailed during the month following the month in which services are rendered and costs advanced. The Firm's invoices are due for payment upon receipt of the invoice. When the Firm represents a client in litigation and a money judgment is obtained, the Firm may, at its option, take the Firm's outstanding fees and disbursements from the money judgment. If the Firm represents the Client on more than one matter, the Firm reserves the right to apply balances from one matter against other matters.

5. **RETAINER:** It is the Firm's policy to require advance payments before the Firm renders services. The Firm's retainer will be the amount set forth in the Accompanying Letter. As the retainer is used by the Firm for payment of ongoing fees, the Client will replace it upon request. If this is a litigation matter, the Firm's obligation to continue rendering legal services and advancing this matter to trial is dependent upon: (a) the Client being 100% current on all outstanding fee and cost obligations for a period beginning thirty (30) days prior to the first day of trial and continuing through the first day of trial; and (b) the payment by the Client at least thirty (30) days prior to the first day of a trial of a retainer equal to the amount estimated by the Attorney in Charge that will be incurred by the Client in fees and costs for the duration of the trial. If either of the foregoing terms is not complied with, the Client agrees that the Firm has the right to immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw, as set forth in this paragraph.

6. **SECURITY FOR FEES AND COSTS:** Florida law provides the Firm with the right to impose a lien upon documents, money and other intangibles and materials coming into possession by the Firm to secure the payment of its fees and expenses. Client expressly grants the Firm with a lien on the retainer. This retaining lien, as well as appropriate charging liens, may be asserted by the Firm in appropriate circumstances.

7. **EMPLOYMENT OF EXPERTS OR ADDITIONAL PROFESSIONALS:** In the event the Firm deems it necessary to employ additional experts or professionals with specialized skills (e.g., accounting, surveying, appraisals, environmental audits, etc.), then, after {4209/000/00538723}

April 28, 2022

Page 6

consultation with (and the consent of) the Client, additional experts or professionals may be employed by the Firm. The Firm will employ experts or professionals in the name of the Client or, at the discretion of the Firm, in the Firm's name on behalf of the Client. The Client is, in either event, responsible to pay the fees and costs of such experts or professionals in full upon receipt of the expert's or professional's statement. The Firm reserves the right to request and obtain an additional retainer to defray the fees and costs of experts or professionals employed in connection with a client matter. All fees and costs of additional experts or professionals shall be subject to the security, interest and other applicable provisions of this Standard Hourly Fee Addendum.

8. **PAYMENT BY OTHERS:** Sometimes another party agrees to pay our client's legal fees and costs, or a court may order our client's adversary to pay all or part of its legal fees and costs. However, in such case, the Client remains primarily liable for payment of all fees and costs. Any amounts received from others will be credited to the Client's account. The Firm has the right to receive the higher of an amount awarded by the court or its hourly fees.

9. **LATE PAYMENTS:** Payment of the Firm's billings is due upon receipt of the invoice. A monthly late fee or interest charge will be added for late payments of fees and/or costs. On the first day of each month, the balance of any invoice then unpaid for more than one (1) month will be subject to a charge of one and one-half percent (1-1/2%) per month. In no event will the rate be greater than permitted by applicable law. If invoices are not paid within the terms agreed between the Firm and the Client, the Firm will have the right to immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw as set forth in this paragraph.

10. **NON-PAYMENT OF FEES AND COSTS:** In the event of failure to pay any statement rendered when due, you agree that we may cease all legal services on your behalf or immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw as set forth in this paragraph.

11. **ATTORNEYS' FEES:** In the unlikely event that it is necessary to institute legal proceedings to collect the Firm's fees and costs, the Firm will also be entitled to a reasonable attorney's fee, paralegal fees and other costs of collection, even if such services and costs are provided by the Firm, including fees and costs for any arbitration, trial and appeal.

12. **TERMINATION:** The Client will have the right to terminate the Firm's representation at any time, but the provisions of the Accompanying Letter and this Standard Fee Addendum related to payment and collection of fees and disbursements shall survive any such termination. The Firm has a reciprocal right to terminate the Firm's representation, subject to its obligation to give the Client reasonable notice to arrange other representation.

13. **WAIVER:** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of {4209/000/00538723}

April 28, 2022

Page 7

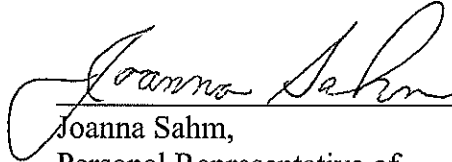
future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

14. **AMENDMENTS**: This Agreement may be amended at any time by mutual consent of the parties hereto, with any such amendment to be unenforceable unless in writing, signed by the Firm and the Client.

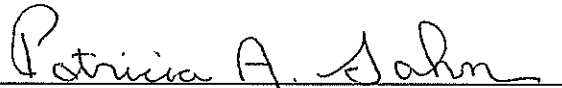
15. **APPLICABLE LAW**: This Agreement shall be governed for all purposes by the internal laws of the State of Florida, without regard to provisions applicable to conflict of laws. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

16. **JURISDICTION AND VENUE**: Any dispute resolution proceeding arising from or relating to this Agreement shall be instituted only in Palm Beach County, Florida, the place where the Client agrees this Agreement shall be deemed to have been executed. Each party hereto submits to the exclusive jurisdiction of the State or Federal courts of the State of Florida.

REVIEWED, ACKNOWLEDGED AND ACCEPTED this ___ day of April 2022



Joanna Sahm,
Personal Representative of
the Estate of Walter E. Sahm, Jr.



Patricia A. Sahm

{4209/000/00538723}

EXHIBIT 3

FLORIDA POWER OF ATTORNEY REVOCATION

Use of this form is for the power of attorney of:

- Health Care Powers

- Financial Powers

- Other: any and all Powers of Attorney

I, Patricia A. Sahm, hereby immediately revoke those portions covering decisions of the document titled Power of Attorney, that I previously executed on the ___ of December, 2021 which appointed Joanna E. Sahm as my agent and Joanna E. Sahm as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 28 of MARCH, 2023.

Signature of Principal Patricia A. Sahm

Print Name Patricia A. Sahm

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.



We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Angela Williams
Witness's Signature

10103 Countrybrook Rd Boca Raton 33428
Address

Marie M. Laplante
Witness's Signature

MARIE M. LAPLANTE
1600 NW 2ND AVE Suite 20
BOCA RATON, FL 33432

NOTARY ACKNOWLEDGMENT

[State of Florida

County of PALM BEACH]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28TH (numeric date) day of MARCH (month), 2023 (year), by PATRICIA SAHM (name of person acknowledging).

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: Florida DL

Type of Identification Produced: _____



EXHIBIT 4

which states that the pet- the petitioning creditors are her sons and that Eliot Bernstein is her husband.

Move-ins exhibit 13, motion for reconsideration filed by Eliot Bernstein at ECF number 44 lists his address as 2753 Northwest 34th Street. The secured creditors hold a claim against the debtor that is secured by the real property. Specifically, the secured creditors are the holder of that certain final judgment of foreclosure in the amount of \$353,574 and 68 cents against the debtor, which are foreclosed on the real property entered on December 23rd, 2021, uh, by the circuit court for the 15th judicial circuit. Um, move-ins exhibit one is the final judgment of the, of foreclosure.

Move into exhibit 27 is a mortgage in favor of Walter Sahn, and his wife, Patricia Sahn. Uh, this, we put in, um, well, pursuant to the final judgment of foreclosure, a foreclosure sale of real property was scheduled for April 20th, 2022. Um, and also part of the, the intent of putting the mortgage in is that, uh, Mr. Eliot Bernstein has repeatedly said that this is a fraud, a dead person is moving in this, uh, court. Um, it's not true. Uh, first there is a judgment that has Walter Sahn as a creditor, but secondly, the review of the mortgage is, it's owned tendency by the entireties. It says Walter Sahn and his wife, Patricia Sahn when he passed by law, Patricia Sahn was the owner of that, um, uh, uh, of that mortgage. This is a red herring. It's just going toward why we want these, um, uh, pleadings stricken.

Um, move-ins exhibit one, which, uh, was the final judgment of foreclosure. Uh, the petitioning Bernsteins filed this case as an involuntary case against the debtor yet the petitioning Bernstein's are not creditors of the debtor. Rather the petitioning Bernsteins are the beneficial owners of the debtor. That's found in move-ins exhibit two, which is the petition at ECF number 87-2, page six of 15 at paragraph three, "We are... the sole owners and members of this company." That's their quote.

Judge Eric Kimball: Right. Although when you read the entire document, um, what you learn is that they are in fact, the beneficiaries of three trusts, which are in fact the members. And so they're not the direct members of the debtor.

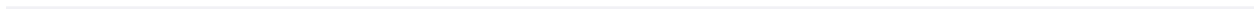
Bradley Shraiberg: Right?

Judge Eric Kimball: I don't know how you would reach another conclusion reading the document.

Bradley Shraiberg: Right?

Judge Eric Kimball: Debtor has three members. The debtor's three members are three trusts. The petitioners are each the so beneficiary of one of those trusts. And apparently since one of them is not yet, none of them are yet 25 even today. Um, and by the way, if anybody orders the transcript, the statement that someone is turning 25 on Saturday needs to be stricken, need to be blacked out. Um, the, uh, uh, since none of them are 25 as of today, I've already looked at the trust bec- for another purpose earlier in the case. And I know that, uh, the trust still exists at least by, unless they've been amended. And, and you would think they would've included the amendment in their petition.

EXHIBIT 5



Filing # 146674645 E-Filed 03/30/2022 07:36:23 AM

EXHIBIT

CASE NO.: 50-2018-CA-002317
Sahm Foreclosure v BFR, LLC et al

SWORN STATEMENT OF WILLIAM J. STANSBURY

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

SWORN STATEMENT OF WILLIAM E. STANSBURY
WALTER AND PATRICIA SAHM PROPERTY SALE

1. My name is William E. Stansbury and I make this Statement under oath about matters within my own personal knowledge and belief about the circumstances of the sale of real property by Walter and Patricia Sahn involving Simon Bernstein and related parties.
2. I live in Boynton Beach, Florida where I have resided for approximately 16 years.
3. I have worked as a professional in the Life Insurance industry for approximately 45 years which is how I came to know Walter Sahn and

Simon Bernstein and their respective wives Patricia Sahn and Shirley Bernstein.

4. I came to know the Plaintiffs Walter and Patricia Sahn quite a few years before meeting and working with Simon Bernstein, first meeting Walter Sahn around 1984. Prior to meeting Walt, I had been appointed as the Agency Manager for John Hancock Insurance Company covering Palm Beach, Martin, Indian River, and St. Lucie Counties. Prior to this appointment, I was employed by John Hancock in Pittsburgh, Pennsylvania. My new job required me to relocate to Boca Raton, Fl. I had recently earned the Chartered Life Underwriter (CLU) and Chartered Financial Consultant (ChFC) professional designations from the American College. Walt was the General Agent for Transamerica Insurance Company and a member of the Palm Beach County CLU, ChFC Association and he invited me to join the professional organization. I accepted his invitation to join, and we remained friends and professional colleagues ever since. This organization is now known as the Society of Financial Service Professionals, and it was my honor to serve two years as president.
5. For personal family reasons, I retired in 2000 from my position as John Hancock's Director of Agency Operations for the southeastern United States. By 2002 my family crisis had resolved, and I began looking for

something to do that would be in the field of insurance and estate planning. In 2003, I had lunch with Ted Bernstein, and he shared with me that his father, Simon Bernstein, was in the insurance business, and had been introduced to a new estate planning strategy developed by the law firm of Kirkland and Ellis in Chicago. Ted asked me if I would like to speak with him about it. Simon and I met several times and we agreed that I would start working with his company – Life Insurance Concepts (LIC) located on Congress Avenue in Boca Raton, Fl. We generally enjoyed a strong and profitable relationship that ultimately resulted in me having a partnership interest in the business. Over time, I got to know his wife Shirley and learn things about their family through our business relationship.

6. In around 2007, Walt Sahn decided to retire from the position of General Agent for Transamerica. Walt had several long-term, key employees in his agency that he was concerned about if he left. LIC was doing very well and was looking for additional underwriting staff. I suggested that Walt and Simon meet to see what we could do at LIC for his staff. Walt discussed and finally agreed with Simon to move his staff to the same building and floor where LIC was located in Boca Raton. It was a win-win for both parties and, during this process, they got to know each other better. Walt mentioned to Simon that he would be selling his Boca Raton home and moving to the

Villages in Central Florida. At that same time, Simon and Shirley were looking to secure a home for their son Eliot to come live in with his wife Candice and three boys Joshua, Jacob, and Danny Bernstein. In addition to the layout of the house being perfect for the family, the home borders the St. Andrews School which Simon and Shirley thought would be a great choice for their grandchildren to attend. Simon agreed to facilitate the purchase of the house from Walt and Pat Sahn.

7. I recall how happy Shirley Bernstein was to know that her son Eliot and wife Candice and grandchildren would be living nearby, and it was always my understanding and belief from Simon that his son Eliot and his family would have that home to live in for as long as they ever chose.
8. By this time in 2008 I had developed a position of trust and respect with Simon Bernstein to such a degree that Simon Bernstein made me a named Successor Trustee in both his Irrevocable Trust of 2008 and his Revocable Trust of 2008, and I had also become a Trust Protector for Simon Bernstein's Delaware Asset Protection Trust.
9. While I did not know the "ins and outs" of what was going on with Eliot Bernstein and his Technology interests at that time, I knew enough from Simon Bernstein to know that he had a direct concern about protecting the home for his son Eliot Bernstein and family including Eliot's sons, the

grandchildren Josh, Jake, and Danny. The entire transaction for the purchase of the Sahm property was set up by Simon Bernstein as asset protection for the benefit of Eliot Bernstein and family - his wife Candice, and their sons.

10. Simon Bernstein shared with me that he had sufficient assets at that time to pay for the Sahm home in full. Both the Note and Mortgage to Walt and Pat Sahm for \$110,000.00 and the "Second Mortgage" from BFR, LLC back to Simon Bernstein were done specifically and only as asset protection to create an additional layer to protect the property against potential adversaries or creditors against Eliot. My recollection is that Walt and Pat agreed to accept interest only on the mortgage for a period of time and then the terms would be renegotiated.
11. Since I was Simon's business partner and friend, I knew from direct conversation with Simon that he had the more than enough assets to pay off in full the Note and Mortgage to the Sahms. I asked Simon directly what I was supposed to do if I was acting as Trustee regarding the 2 mortgages. I was instructed by Simon that, upon his death, to immediately pay off the Sahms in full plus applicable interest. I was also instructed to "tear up" the Second Mortgage as this was only created as an asset protection vehicle and no repayment or consideration was ever expected.

12. I further knew from direct conversations with Simon Bernstein that neither the payoff in full to the Sahms on the Note and Mortgage nor the “paper tiger” Second Mortgage were in any way to reduce or diminish the amounts Eliot Bernstein and Family would receive from the respective Estates and inheritance from Shirley or Simon Bernstein.
13. I asked Simon if I were no longer willing or able to serve as Trustee should I appoint one of his children, or spouses of children, as the successor trustee. Simon told me that under no circumstances was I to appoint any of his children, or their spouses, to have anything to do with any aspect of his estate. He told me that if that ever happened his family would be ruined forever.
14. My lawyer, Peter Feaman, filed a document in one of the court proceedings showing that Simon had drafted language to reflect this into his testamentary documents. Based upon the documents, it appears that none of Simon’s children should be acting as a Fiduciary over certain Trusts not only because they were considered predeceased in the documents, but because it was against his stated wishes.
15. I have no personal knowledge that either Shirley or Simon’s Estates or Trusts have even been properly accounted for to this day.

16. I have no knowledge that Simon Bernstein ever intended to change his Trust or Will to add back in Pam Simon or Ted Bernstein or their children. Neither Simon Bernstein nor his legal counsel ever came to me to advise me that I was being removed as Successor Trustee in any of his Trusts. I came to learn that Simon Bernstein revised his trust in July 2012 – approximately 2 months before he passed away. The revised document removed me as a successor trustee and added Donald Tescher and Robert Spallina. I was surprised to see this as I recall Simon telling me that he didn't care much for them. In retrospect it appears that Simon had good instincts. I believe that they were introduced to Simon Bernstein by Ted Bernstein.

17. I do know from direct office experience working with Simon Bernstein and his son Ted Bernstein that there did come a time in 2012 when the "tensions in the office" between Simon and Ted started to grow and I could hear loud heated arguments between the two.

18. Ultimately, from what I understand, these disputes between Ted and Simon grew to such an elevated level that Simon moved out of the office space he shared with Ted in the weeks before his passing.

19. These difficulties between Ted and Simon, I believe, also contributed to difficulties in me getting paid proper commissions and, ultimately, I

resigned my position in May 2012. Simon and I never had any discussions to that point that changed anything that I was instructed to do at his passing.

20. I was directly aware that Eliot's sons Joshua, Jacob and Danny's Trusts were the sole and only Members of BFR, LLC which owned the home and, while I am not a lawyer, I would understand clearly that the sons were beneficial owners of the property.
21. It is impossible to imagine that Walt Sahm did not know this and can only speculate that somehow his new counsel may not have filed papers correctly or share with Walt the actions being taken in the mortgage foreclosure action.
22. I do have knowledge just from conversation with Eliot Bernstein about how he had tried to get proper release of funds and assets so the Plaintiffs, Walt and Pat Sahm, could be satisfied and again from what I knew about the monies and assets held by Simon Bernstein at the time of his passing that this Note and Mortgage could have been paid off in full to the Sahms' years ago leaving Eliot, his wife and 3 boys in the home free and clear as his parents wished with an asset with equity value due to the location of the home near St. Andrews school in Boca Raton.

23. I make this Statement under oath to the best of my personal knowledge and have not been promised or threatened in any way to make this statement and do so willingly and voluntarily in a hope to shed light and clarity so proper resolution of interests may occur.

Dated: 3/7/2022 William E. Stansbury
William E. Stansbury

Sworn to before me this 7th day of
March, 2022.

[Signature]

NOTARY PUBLIC



STEVENS MILORD
Commission # HH 133331
Expires September 9, 2025
Loaded Thru Budget Notary Services

Exhibit 17 - 20230606 DR. SAM SUGAR MD MEDICAL EXAMINATION
REPORT OF PATRICIA SAHM SR.pdf

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

PROBATE/GUARDIANSHIP DIVISION

In Re: The Guardianship Petition on

PATRICIA SAHM

An Alleged Incapacitated Person/Person in Need of Protection

CASE NO.: 2023 MH-1072, 2023 GA-245

Judge: Burton, Charles

REPORT OF MEDICAL EXPERT EXAMINATION

If it please the Court.

The undersigned, a Board-Certified Specialist in General Internal Medicine fully licensed to practice Medicine in all its branches in the State of Florida (License ME 81368) with over 50 years of clinical experience and having had further experience as a court-appointed examiner in Martin County, Florida, reports that a comprehensive independent examination has been completed.

The undersigned was retained by Counsel, Amber Patwell, Esq. of 136 4th St. N., Ofc. 356, St. Petersburg, FL 33701 to perform, complete and report on a comprehensive incapacity examination on the allegedly incapacitated individual in question, PATRICIA SAHM

The examination was performed on June 6, 2023, in my office in Hollywood/Fort Lauderdale, Florida.

I possess the credentials, knowledge, skill, experience, and training necessary to testify in this matter.

This report is not based on opinion but rather on the application of widely accepted methods and objective findings and facts consistent with Federal Rules of Evidence 90.702

As part of this examination, I carefully reviewed the reports to the Court from Stanley Bloom, MD and from Steven Cheshire MSW.

The report of my comprehensive examination with evaluations, functional assessment and recommendations follows.

IDENTIFYING INFORMATION: obtained from the allegedly incapacitated person (AIP) and her daughter, Patricia Jr.

The AIP provided the following information:

Her current address is 21843 Town Place Dr, Boca Raton, Florida 33433

Date of Birth: 8/2/41 (81 years of age)

Marital status: Widow since 2021.

Occupation: Physical Education instructor (master's level)

Next of Kin: Patricia Sahm Jr. Cell Phone 561 714 6949

CASE HISTORY:

This case is adversarial to my knowledge.

To the knowledge of this examiner, there has been no specific prior incapacity alleged until the death of her husband and a contest over the estate and its assets and incomes.

I examined this individual at the request of her Counsel.

The comprehensive examination took more than one hour, and preparation of this report took more than one hour. Present at the outset of the appointment were the AIP and her daughter, Patty.

Consultation with Primary or Family Physician was not possible because the AIP has not needed care and has not obtained a PCP despite efforts to do so since moving back to Boca Raton.

She has an appointment with a neurologist in the future.

Social history:

Information regarding social history was taken to the extent possible from the allegedly incapacitated person. She lives with her daughter part time and otherwise is self-sufficient. She states she can shop, drive to Publix and the bank, bathe and dress herself without assistance. She frequently eats out without difficulty at Kiki's for breakfast or to First Watch restaurant. Her primary meals are breakfast and lunch, usually out. Dinner is light and at home. She often sleeps in a recliner in front of the TV or after reading. She sleeps through the night. She uses no assistive devices and could walk 2-5 miles without difficulty. She has a master's degree Physical Education. She has no physical disability. She plays tennis several times per month without difficulty. In 2011 she received 2 new knees without difficulty. She wears glasses only to read. She does not require hearing aids. She has never been a danger to herself or others. She has no history of being neglected, abused, or exploited. She is aware that she has two sources of income, her Social Security monthly check and her teachers' pension

monthly check. She has no access to those funds or their amounts or the value of her assets as they have been diverted to her daughter Joanna who does not divulge to her any information about those income streams. It was for these reasons among others that the AIP revoked her advance directives naming Joanna earlier this year.

PRIOR DIAGNOSES: At this time AIP does not have a regular or family doctor with whom I could consult. According to available information, she has a past medical history of lipidemia, anxiety and osteopenia.

It is not clear who prescribed these medications or is following the patient.

AIP's Current medications include:

Amitriptyline 25 mg for anxiety since May 10, 2023 hearing

Sertraline 50 mg for stress management

Simvastatin 20 mg to lower cholesterol

Donepezil 10 mg at bedtime for prevention of progression of mild cognitive impairment

Alendronate 70 mg to prevent bone fractures.

CAPACITY HISTORY:

This examination was to assess current capacity levels and the need for court intervention and protection. She has never been told she had any capacity issues before the end of 2022. The alleged current clinical memory issues as well as the ongoing dispute between the sisters and its consequences, were likely precipitated by the death of her husband January 5, 2021. Thereafter, her daughter Joanna took control of all aspects of the AIP's finances including her teacher's pension and Social Security payments, all of which bypass the AIP and go directly to Joanna. The AIP must verbally request money every time she needs any. It is then doled out in small subsistence amounts. The AIP has been denied access to any of her funds and has been prevented from knowing how much money she has, where it is located or what it is being used for. The AIP is not aware of the existence or location of any alleged advance directives.

Apparently, the petition for guardianship is an outgrowth of a struggle between the two daughters for control of their mother's life and control over their late father's estate and assets. The primary concern for the petitioner Joanna appears to be about money, not the welfare of the AIP, her own mother.

There is great animus between the sisters for numerous issues. It even recently reached the point where Patty brandished an unloaded weapon at Joanna.

EXAMINATION

I performed a comprehensive Physical Examination on the AIP to obtain an objective cross-sectional description of the patient's mental state which allows for an accurate assessment and formulation, which are required for accurate recommendations to the Court. The encounter occurred over an approximate 1.5 hour period. The encounter including the physical examination took place at my office.

Appearance:

The patient initially appeared younger than her stated age. She was polite, pleasant and appropriate.

Clothing is age appropriate, clean and situationally appropriate.

Grooming and personal hygiene were appropriate.

Nutrition and hydration appeared adequate.

Skin is markedly damaged from years of solar exposure.

Attitude:

The patient is conversant, not confused, appropriate, respectful and develops rapport without difficulty. She understands the purpose of the examination and is compliant and cooperative.

Behavior:

There is no evidence of abnormal movements. She makes very good eye contact, has no tremors or tics. Her behavior was appropriate.

Mood: Was calm. Communication skills are adequate. Affect is appropriate and rational.

Speech: The patient's vocabulary is adequate to communicate. Tone and loudness of voice are normal. Articulation is normal. Sentence structure and linguistics are normal and age appropriate. Speech is fluid.

Thought process: The patient's quantity, tempo, form and logical coherence of thought are generally age-appropriate with moments of hesitation.

Thought content: There is no evidence of delusions, phobias or preoccupations in the patient's thought content.

Perceptions: There is no evidence of hallucinations, pseudo hallucinations or abnormal illusions.

Cognition: The patient exhibited normal alertness, full attention and was oriented to date, time, person or place on direct questioning

Simple Memory testing showed significant abnormalities in short term memory. Her long-term memory is mostly intact.

Comprehensive mental and cognition testing was performed.

Executive functions are globally intact.

On direct testing, mathematical problem-solving proved difficult. The patient was not able to successfully perform serial sevens past attempt two. Visuospatial functioning was somewhat impaired. Language skills were not impaired. Executive functioning was not compromised.

Insight: The patient had insight into her current perilous situation and was able to identify that she wants to avoid any court based interventions into her life. She is well aware that she has long had problems with Joanna and does not get along with and is uncomfortable with her dominating her life.

Self Awareness: The patient displays age appropriate self-awareness, planning ability and social cognition. She appears to have or exercise the capacity to make sound, reasoned and responsible decisions even for a person her age.

Impact of current Medications: not apparent

Physical Exam

Physical Examination:

Blood pressure/Pulse 110/84 , 76

General Appearance: massive solar dermatitis, lean, good posture, well groomed, normally developed female

Head-- is normocephalic. Hair is full and silver. No alopecia

Ears- there is no cerumen in either tympanic canal. Hearing is normal.

Eyes—Arcus senilis is present bilaterally.

Nose/ throat-- no abnormalities detected.

Dentition is excellent, all her own original teeth are present.

Thyroid normal size

Lungs; clear to auscultation

Heart Sounds;, heart sounds are normal with no murmurs. Rhythm appears to in sinus.

Abdomen; without organ enlargement or tenderness to palpation, decreased bowel sounds noted

Extremities; Knee replacement scars. No edema noted. Excellent function in all large joints.

Pulses palpable symmetrically. No carotid bruits.

Neurologic; reflexes symmetrical.

Skin: extensive solar damage. One healing ulcer on left Achilles area. An ulcerating squamous cell carcinoma is obvious on her right lower leg.

PROFESSIONAL MEDICAL DIAGNOSIS:

Age related "Cognitive decline" with some short-term memory loss

Good Physical Health for her age

Normal cognitive ability for her age

FUNCTIONAL ASSESSMENT:

Threat Assessment: there is no obvious or apparent external threat to the AIP.

AIP does not pose a threat to her own well-being and is functionally capable of determining her own life choices with minimal assistance.

The following commonly accepted functional assessments were performed and completed:

Katz index of independence in activities of daily living:

Score 6 out of 6 = Patient is highly independent

Instrumental activities of daily living scale

Score 7 of possible 8 = Patient is capable of almost all ADL's

Montréal cognitive assessment

Score- 20 of possible 30 = mild to moderate impairment in cognition

Abbreviated mental test score.

Score 7 out of possible 9= no evidence of significant dementia

Clock drawing-- scored 3/5 points indicated mild cognitive impairment.

Discussion:

The mild memory and cognition impairment issues of this very healthy octogenarian patient are age appropriate and are not severe enough to significantly interfere with her safe routine activities of daily living.

Regarding finances, the AIP does not have the opportunity for us to know how adept she might be at handling all her finances, since her daughter Joanna has prevented her from knowing anything about her assets and diverting all her income to herself and forcing her mother to request small transfers of money for her daily needs.

Regarding her math aptitude, she claims she has been terrible at math for her entire life and that has not appreciably changed into her 80's. Nonetheless she was able to perform serial sevens for one round.

There are major problems with the "facts" contained in the prior court ordered evaluations in that, despite the examiners' assertions to the contrary the patient **can and does** regularly drive her 2010 Mercury Mariner SUV without incident, travels alone, shops for herself, eats out regularly, successfully takes her medications, handles simple financial transactions and can effectively use a credit card. For more complicated financial transactions, she has adequate family help available to her. She is aware of the legal dispute between her daughters, and she has the insight to say it makes her so anxious and distraught that she pretends not to know about it.

Furthermore, contrary to Florida statutes, it appears that the three court appointed examiners conducted their examinations simultaneously and, in each other's presence, and openly colluded on their opinions, rendering them **not** independent and therefore improper.

Additionally, retired urologist 86-year-old examiner Stanley Bloom MD, while licensed in New York through 2024 (New York License #099696 since 1967), is not a licensed Florida Physician and therefore cannot practice medicine in this state. He never was in the presence of the AIP for this "examination". He appeared only by Zoom during the time the Cheshires (the other two court appointed non physician examiners who are related) were simultaneously performing their evaluations, which may explain why he and the Cheshires failed perform any physical exam as required by statute. Bloom does not fulfill the statutory criteria to be a Physician examiner and his examination should be disregarded.

To quote from 744.331

The comprehensive examination must include, if indicated:

1. A physical examination;
2. A mental health examination; and
3. A functional assessment.

If any of these three aspects of the examination is not indicated or cannot be accomplished for any reason, the written report must explain the reasons for its omission.

None of the examiner reports gives a credible reason for the absence of a physical examination. In fact, the only examiner even theoretically capable of an examination (Bloom) was not even present in person at the time. The excuse that the result of such an examination would not change the outcome is contemptuous the statute, invalidates the outcome and reveals a bias toward creating rather than preventing guardianship.

From the objective and factual evidence, it is not at all evident that removal of any of her rights would benefit or protect this woman at this time. But because of advancing age and normal decline and, of course, the stress of serious family dysfunction, the court may wish to provide a proper and transparent fiduciary over the AIP's finances by way of a temporary limited conservator/independent fiduciary of the estate.

Mild cognitive dysfunction in an otherwise healthy and active octogenarian should not be addressed by court ordered removal of any of her God given rights. A guardianship—even a limited one-- would effectively be a life sentence. Rather, the Court is advised of the real dangers of removal of rights in such a situation of family dysfunction and consequent litigation about money, including the predictable court ordered isolation, protracted stressful and very expensive litigation, dissipation of assets, forced, imposed relocation from residence to a facility, high risk of overmedication, and a host of other adverse consequences.

This woman's age-appropriate mild impairment does not rise to a level that requires the court to impose the most restrictive solution, draconian guardianship.

CERTIFICATION

I certify that, to the best of my ability, I have examined the alleged incapacitated person in accordance and compliance with the requirements of section 744.331 of the Florida guardianship law, performing the examination and testing necessary to determine which, if any, rights should be removed from the allegedly incapacitated person because she cannot sufficiently or adequately exercise. These conclusions, evaluations and recommendations are hereby presented to the court.

I do have knowledge of the type of incapacity alleged in the petition to determine incapacity.

executed this Sixth Day of June 2023

Electronic Signature

Sam J. Sugar MD, FACP

typed or printed name

Respectfully submitted.

Sam J Sugar MD FACP

Hollywood, Florida

ssugarmd@msn.com

Florida Medical License ME 81368

[Exhibit 18 - 20230626 Patty Sr Letter re Danger of daughter Joanna Sahn](#)

June 26, 2023

To whom it may Concern. I want my daughter, Joanna Sahn to STOP any and all Financial Controls she may Think she has over me regarding my Finances!

This money - my Teaching Pension and my Social Security Check have not come to me for many months now! Joanna is Stealing these pensions from me some how through the mail.

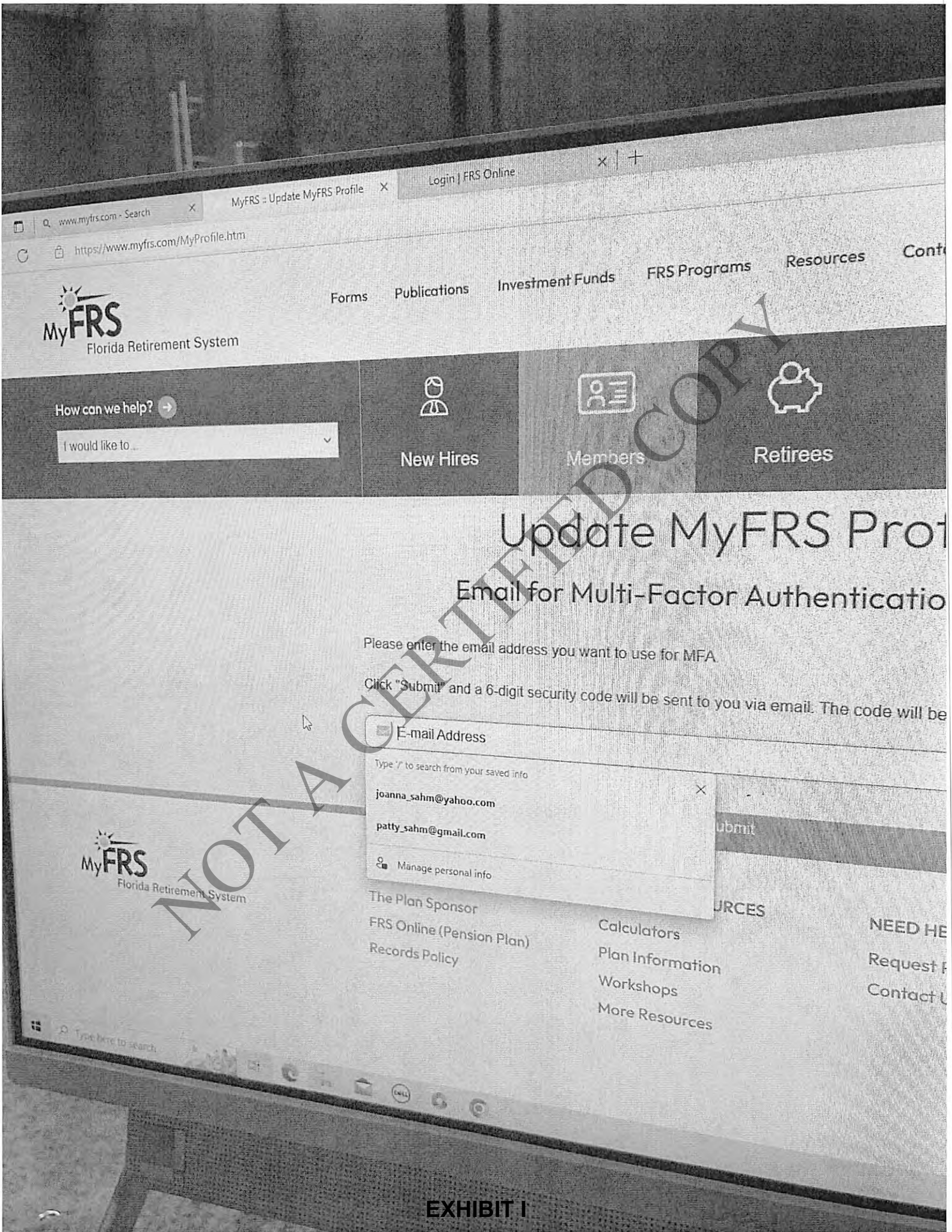
This is Elder Abuse and theft! Joanna, unfortunately, is a Liar and a THIEF! She needs to be Stopped and/or Put in Jail!

I want her to Stay away From me! I would hope that the Time I have left could be spent in peace and quiet, with out worry, as well as having my "Hard earned money" coming TO ME that I have a Right to!!

Sincerely,
Patricia Sahn

My Successor should be my Nephew Charlie Revard and OR Christopher Weppner who lives in Boca. (Charlie lives in Indpls. Indiana ...)

Exhibit 19 - Pages from 20230725 Petition for Injunction EXHIBIT I FRAUD
CLEAN COPY



Update MyFRS Profile

Email for Multi-Factor Authentication

Please enter the email address you want to use for MFA.
Click "Submit" and a 6-digit security code will be sent to you via email. The code will be...

E-mail Address
Type '/' to search from your saved info
joanna_sahm@yahoo.com
patty_sahm@gmail.com
Manage personal info

Submit

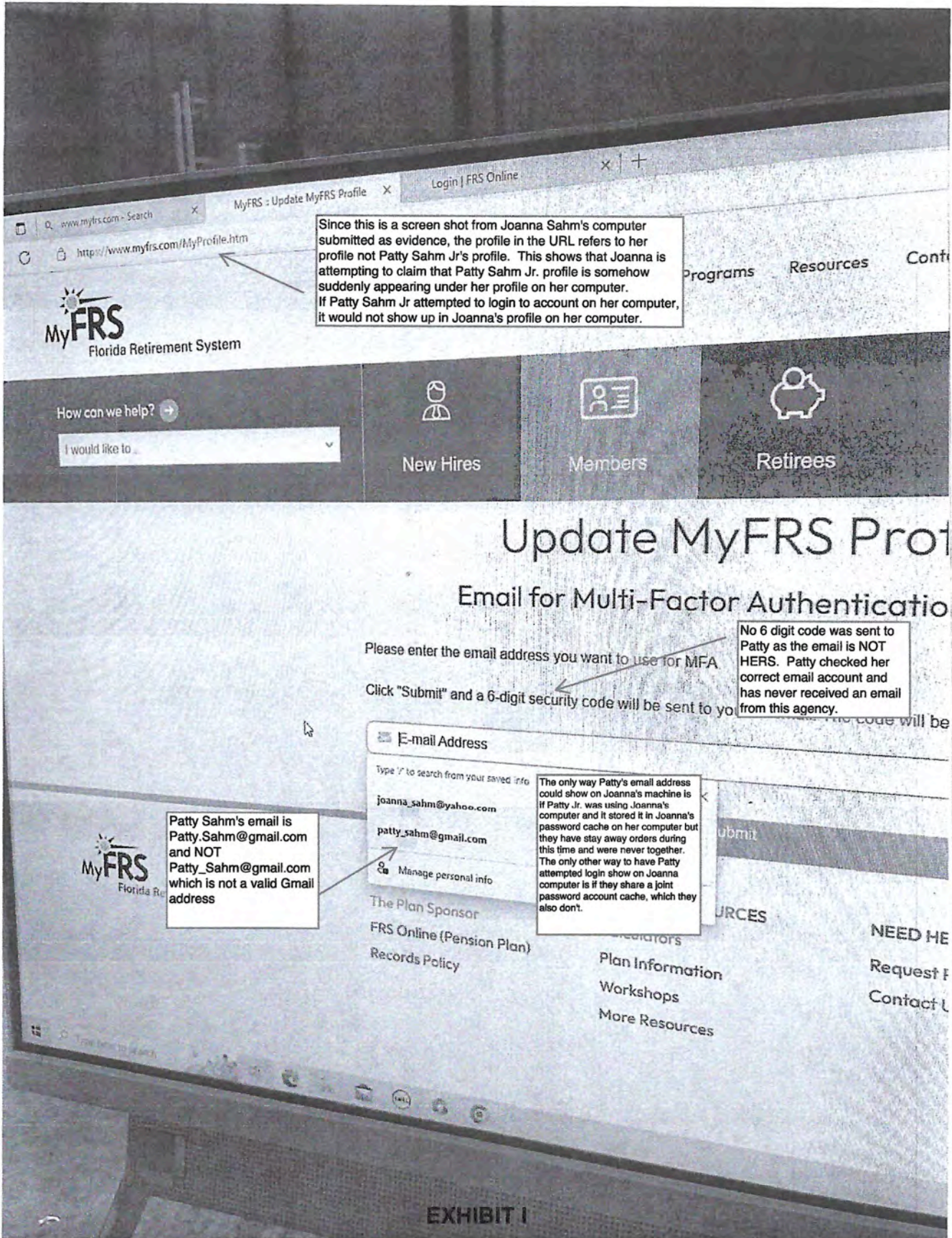


The Plan Sponsor
FRS Online (Pension Plan)
Records Policy

Calculators
Plan Information
Workshops
More Resources

NEED HELP
Request Form
Contact Us

Exhibit 20 - EXHIBIT I from Petition for Injunction with Eliot Markup of Joanna Sahm Fabricated Evidence to Frame Patty Jr with comments



Since this is a screen shot from Joanna Sahm's computer submitted as evidence, the profile in the URL refers to her profile not Patty Sahm Jr's profile. This shows that Joanna is attempting to claim that Patty Sahm Jr. profile is somehow suddenly appearing under her profile on her computer. If Patty Sahm Jr attempted to login to account on her computer, it would not show up in Joanna's profile on her computer.

No 6 digit code was sent to Patty as the email is NOT HERS. Patty checked her correct email account and has never received an email from this agency.

Patty Sahm's email is Patty.Sahm@gmail.com and NOT Patty_Sahm@gmail.com which is not a valid Gmail address

The only way Patty's email address could show on Joanna's machine is if Patty Jr. was using Joanna's computer and it stored it in Joanna's password cache on her computer but they have stay away orders during this time and were never together. The only other way to have Patty attempted login show on Joanna computer is if they share a joint password account cache, which they also don't.

Exhibit 21 - 20230725 FULL Petition for Injunction Patty Sahm Jr Against
Exploitation with Joanna Sahm Affidavit

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

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,

File

No.: 502023GA000245XXXXMB

Division: IZ

Ward.

_____ /

CHARLES J. REVARD, as
Guardian of Patricia A. Sahn,

Petitioner,

v.

PATRICIA ANNE SAHM JR.,

Respondent.

_____ /

**PETITION FOR INJUNCTION FOR PROTECTION AGAINST EXPLOITATION OF
VULNERABLE ADULT**

COMES NOW Petitioner, CHARLES J. REVARD, as guardian of the person and property
of PATRICIA A. SAHM, who has been sworn and says that the following statements are true:

SECTION I. VULNERABLE ADULT

1. The Vulnerable Adult's name is: PATRICIA A. SAHM
2. Aliases of the Vulnerable Adult are: ANNE A. SAHM
3. The date of birth of the Vulnerable Adult is: August 2, 1941
4. The Vulnerable Adult resides at: 21843 Town Place Drive, Boca Raton, FL 33433
5. Does the Vulnerable Adult have one or more impairments(s) that impact his/her ability to perform normal activities of daily living or provide for his/her own care or protection?

YES ___ NO

If so, what are this person's impairments? (check all that apply)

- Long-term physical disability
- Sensory disability
- Cognitive disability
- Mental or emotional disability
- Developmental disability
- Infirmary of aging
- Other (explain):

6. Is there an active guardianship case involving the Vulnerable Adult?

YES ___ NO

SECTION II. RESPONDENT

1. The Respondent's name is: PATRICIA ANNE SAHM JR. (daughter)
2. Aliases of the Respondent are: Patty Sahm
3. The Respondent's last known address is: 21843 Town Place Drive, Boca Raton, FL 33433
4. The Respondents' last known places of employment are: N/A
5. The physical description of the Respondent is:

RACE: WHITE

GENDER: FEMALE

DATE OF BIRTH: JANUARY 31, 1969

HEIGHT: 5'7"

WEIGHT: 235 LBS.

EYE COLOR: BROWN

HAIR COLOR: BLONDE

DISTINGUISHING MARKS OR SCARS: UNKNOWN

SECTION III. REASON FOR SEEKING INJUNCTION

1. The Respondent is associated with the Vulnerable Adult as follows: The Respondent is the adult daughter of the Vulnerable Adult and is currently residing with the Vulnerable Adult.

The Respondent resides in North Carolina¹ but claims that she presently does not have the funds to return to her state of residence.

2. Describe, if known: (a) Any other cause of action currently pending between the Petitioner and the Respondent, any proceeding under Chapter 744 (Guardianship) concerning the Vulnerable Adult, and any previous or pending attempts by the Petitioners to obtain an injunction for protection against exploitation of the Vulnerable Adult in this or any other circuit; (b) the related case numbers, if available; and (c) the results of any such attempts: (a) This Petition is being filed as part of active guardianship case no. 50-2023-GA-000245-XXXX-MB, in and for Palm Beach County, Florida (the "Guardianship Proceedings"). The Petitioner is the court-appointed limited guardian of the person and property for the Vulnerable Adult, pursuant to Letters of Limited Guardianship of Person and Property issued on July 13, 2023 [D.E. #28]. No injunctions were sought by the Petitioner against Respondent prior to this one. (b) See (a). (c) Not applicable.

3. The following describes the Petitioner's knowledge of any reports made to (1) a government agency, including but not limited to the Department of Elder Affairs, the Department of Children and Families, and the adult protective services program relating to abuse, neglect, or exploitation of the Vulnerable Adult; (2) any investigations performed by a government agency relating to abuse, neglect, or exploitation of the Vulnerable Adult, and (3) the result of any such reports or investigations: (1) Petitioner does not believe any such reports have been filed; (2) Petitioner has no knowledge of any such investigations; (3) NA.

¹ The North Carolina residence is owned by the Walter E. Sahn, Jr. and Patricia A. Sahn Revocable Family Living Trust dated August 31, 1999.

4. The Petitioner knows the Vulnerable Adult is either a victim of exploitation, or the Petitioner has reasonable cause to believe the Vulnerable Adult is, or is in imminent danger of becoming, a victim of exploitation because the Respondent has (describe any incidents or threats of exploitation): as set forth in detail below, the Respondent recently facilitated the removal of funds and closure of the Vulnerable Adult's account at Wells Fargo Bank, N.A. ("Wells Fargo"), a change in the mailing address of the Vulnerable Adult's Wells Fargo account to the Respondent, and the creation of a new account in the Vulnerable Adult's name at Bank of America, and has been attempting to access the Vulnerable Adult's pension account. The Respondent has taken these actions despite knowledge of the Guardianship Proceedings, the Vulnerable Adult's adjudication of incapacity, and Petitioner's appointment as Limited Guardian. Moreover, based upon the pattern of conduct exhibited by Respondent, discussed *infra*, Respondent's lack of income and financial resources, and the nature of the Vulnerable Adult's incapacity, Petitioner believes that Respondent opened a credit card with the Vulnerable Adult during the pendency of the Guardianship Proceedings.

- a. Respondent Facilitated the Removal of Funds from and Closure of the Vulnerable Adult's Account at Wells Fargo: On July 13, 2023, Petitioner was notified by the Vulnerable Adult's other daughter, Joanna Sahn ("Joanna"), who serves as Trustee of the Patricia A. Sahn Revocable Trust (the "Trust") and who is a joint owner on the Vulnerable Adult's Wells Fargo account, that an appointment had been scheduled with Wells Fargo for July 18, 2023 at 11 a.m. See Exhibit A. Neither Joanna nor Petitioner, who has the right to make decisions about the Vulnerable Adult's property, made the appointment with Wells Fargo nor were they

informed by the Respondent that an appointment had been made. It is believed that Respondent made and drove the Vulnerable Adult to the appointment as she left the residence with the Vulnerable Adult for at least a couple of hours on the morning of July 18, 2023. Petitioner, through counsel, immediately sought to prevent the appointment from occurring on the grounds that the Vulnerable Adult was judicially determined incapacitated and was no longer able to manage her property; however, Wells Fargo permitted the appointment to proceed, and the Vulnerable Adult's Wells Fargo account was drained of the remaining funds and closed. See Exhibit B, Exhibit C, and Exhibit D. While the assets removed from the Vulnerable Adult's Wells Fargo account via cashier's check were relatively nominal (\$215.80), Petitioner has grave concern that Respondent's efforts to obtain the Vulnerable Adult's funds will continue and that she may ultimately be successful in withdrawing or facilitating the withdrawal of a substantial sum of money from the Vulnerable Adult's assets.

b. **Respondent Changed the Mailing Address for the Vulnerable Adult's Wells Fargo Account:** After facilitating the removal of funds from and closure of the Wells Fargo account, Respondent also changed the mailing address of the Vulnerable Adult's Wells Fargo account from Joanna to the Respondent. See Exhibit E.

c. **The Creation of a New Account at Bank of America:** Immediately thereafter, Respondent facilitated the creation and opening of a new account in the Vulnerable Adult's name at Bank of America. See Exhibit F and Exhibit G. The Respondent

also facilitated the order of 40 checks for the new Bank of America account. See Exhibit H. Respondent's conduct is particularly alarming because the Vulnerable Adult has or is the beneficiary of significant assets held by Bank of America and the accounts holding those assets have not yet been changed to reflect Joanna as the sole trustee². What's more, Bank of America has recently refused to acknowledge the Vulnerable Adult's incapacity and the Guardianship Proceedings. As a result, the Vulnerable Adult remains a signer on all accounts at Bank of America, can access her accounts online, request withdrawals and transact business related to her accounts. Petitioner fears that Respondent, now armed with the knowledge of and ability to access these accounts through the Vulnerable Adult with whom she resides, will unduly influence the Vulnerable Adult to remove funds from the Bank of America accounts for Respondent's sole benefit.

- d. **Respondent's Attempt to Access the Vulnerable Adult's Pension Account:** On or about July 18, 2023, Petitioner learned from Joanna, that Respondent was attempting to update the Vulnerable Adult's account with the Florida Retirement System with her own email address. See Exhibit I. Upon information and belief, this online account was established by Joanna per the Vulnerable Adult's husband's request and Joanna is the only person with the username and password. At present, the Vulnerable Adult's pension benefits are directly deposited into an account for the Vulnerable Adult's benefit, but Petitioner fears that Respondent may be trying

² The account retitling is under review with the Bank of America legal team.

to gain control of the Vulnerable Adult's pension and/or divert the pension benefits to herself.

- e. **Respondent Involved in Opening a Credit Card in the AIP's Name:** Based on the above-described conduct and the nature of the Vulnerable Adult's incapacity at the time, Petitioner believes that Respondent was involved in the opening of a credit card with the Vulnerable Adult in the Vulnerable Adult's name on May 26, 2023, and the removal of Joanna's online access for the Vulnerable Adult's Chase Freedom credit card. See Exhibit J and Exhibit K. The Guardianship Proceedings were initiated on April 17, 2023, and Respondent had notice of those proceedings. Upon information and belief, both the Respondent and the Vulnerable Adult can use the credit card and Petitioner has a reasonable fear that Respondent, who is unemployed and receives disability benefits of less than \$1,000.00 per month, is using the credit card to make purchases for her own personal gain.
- f. **Other Examples:** Although the above conduct alone warrants the issuance of an injunction for the Vulnerable Adult's protection, this is not the first time that Petitioner (and others) have been alarmed by the Respondent's behavior and concerned for the Vulnerable Adult's safety. The following are non-exhaustive examples offered for the Court's consideration of the pattern of conduct exhibited by Respondent, which further supports the issuance of injunction to provide for the Vulnerable Adult's physical and financial safety under Section 825.1035(5)(a)(1.) (f):

- i. Respondent is unemployed and receives disability benefits in a sum estimated to be less than \$1,000.00 per month. On or around December 21, 2022, Respondent moved into the Vulnerable Adult's home where she has resided ever since. Since that date, and upon information and belief, Respondent has used or is using the Vulnerable Adult's credit card or cards to make purchases for her own benefit and supplement her disability benefits. Moreover, since residing with the Vulnerable Adult, the Respondent has isolated the Vulnerable Adult, and prevented the Vulnerable Adult from engaging in activities she enjoys such as walking, exercising³ and socializing, including, but not limited to, with her own daughter Joanna. See Exhibit K.
- ii. As relates to the latter, on or about January 24, 2023, there was a verbal altercation between Joanna and the Respondent, which resulted in Respondent obtaining a gun from the Vulnerable Adult's residence, pointing the gun at Joanna and her partner, and threatening to kill them both. This altercation resulted in Respondent being charged with assault with a deadly weapon, and the issuance of an injunction and final judgment against the Respondent in Palm Beach County Circuit Court. See case numbers 502023CF000747AXXXMB, 50-2023-DR-000716-XXXX-NB [D.E. #13] and 50-2023-DR-000717-XXXX-NB [D.E. #13]. The operative effect of

³ Prior to retirement, the Vulnerable Adult was a physical education instructor. She continues to enjoy physical activity, which Petitioner believes has been limited by Respondent.

injunction in case number 2023-DR-000716-XXXX-NB is that there are barriers to visitation between the Vulnerable Adult and her daughter, Joanna. All the while, Respondent remains in the home with the Vulnerable Adult and exerts influence over the Vulnerable Adult's life by her mere presence. While Petitioner does not necessarily fear that Respondent will be violent with the Vulnerable Adult, Petitioner fears that Respondent has violent tendencies and suffers from mental illness that will influence the way she acts with the Vulnerable Adult.

- iii. This influence has manifested in Respondent blocking Joanna's number from the Vulnerable Adult's phone and otherwise preventing or inhibiting communication between the Vulnerable Adult and Joanna. See Exhibit K.
- iv. Furthermore, Petitioner placed caregivers in the home to provide care for the Vulnerable Adult and believes that Respondent is interfering with that care. Petitioner believes that Respondent influenced the Vulnerable Adult to call Petitioner and say that she did not need any assistance in the home because she "has Patty" and to voice displeasure with the caregivers in their presence. This belief is based on a conversation Petitioner has with the Vulnerable Adult the day prior wherein the Vulnerable Adult expressed gratitude to Petitioner for placing the caregiver in the home. Additionally, Respondent attempted to turn a caregiver away and represented to the caregiver that the Vulnerable Adult didn't need help because Patty was

there. Petitioner has concerns about what other actions Respondent may take toward the caregivers to further isolate the Vulnerable Adult.

- v. Respondent has also neglected the Vulnerable Adult's care by failing to fill various necessary medications for the Vulnerable Adult for months during the time after the health care surrogate designation in favor of Joanna was revoked (discussed *infra*) and Petitioner was appointed as guardian and while Respondent lived with the Vulnerable Adult and should have been aware of the Vulnerable Adult's medications.
- vi. Additionally, the Respondent has expressed an intent to move the Vulnerable Adult to her home in North Carolina as recently as July 22, 2023. Petitioner has been to the North Carolina residence and does not believe that it is an appropriate residential setting for the Vulnerable Adult and that such a move would result in further isolation of the Vulnerable Adult and contribute to the Vulnerable Adult's physical and mental decline.
- vii. Finally, upon information and belief, Respondent was responsible for the Vulnerable Adult's revocation of her advanced directives and power of attorney designations on or around March 28, 2023, and April 13, 2023, which advanced directives were executed in favor of her now deceased husband, Walter E. Sahn, Jr., Joanna and/or Petitioner.

5. The Petitioner knows that the Vulnerable Adult maintains assets, accounts, or line items of credit at the following financial institutions (provide name, address, title holders and account number of each):

In re Guardianship of Patricia A. Sahn

Revard v. Sahn Jr.

Petition for Injunction for Protection against Exploitation of Vulnerable Adult

Page 11 of 16

NATURE OF PROPERTY	VALUE
Real property located at: 21843 Town Place Drive, Boca Raton, FL 33433	\$511,545.00 per the Palm Beach County Property Appraiser; \$634,000.00 per Zillow.com
Bank of America Account ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	Unknown
Bank of America, Walter E. Sahn Jr Agency Account ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	\$112,904.00
Bank of America, Walter E. Sahn & Patricia A. Sahn Revocable Family Living Trust ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	\$48,943.02
Bank of America, Walter E. Sahn & Patricia A. Sahn Revocable Family Living Trust ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	\$15,226.20
Wells Fargo Walter E. Sahn Jr & Patricia A. Sahn Revocable Trust ending in [REDACTED] 7009 Beracasa Way, Boca Raton, FL 33433	\$24,792.87
Allianz Index Advantage IRA account ending in [REDACTED] PO Box 59060, Minneapolis, MN 55459- 0060	\$253,042.44
Investment Edge 21 VA IRA account ending in [REDACTED] Equitable Financial PO Box 1016, Charlotte, NC 28201-1016	\$260,804.77
JWC Financial IRA JW account ending [REDACTED] National Financial Services/JW Cole	\$105,537.27

In re Guardianship of Patricia A. Sahn

Revard v. Sahn Jr.

Petition for Injunction for Protection against Exploitation of Vulnerable Adult

Page 12 of 16

4301 Anchor Plaza, Suite 450 Tampa, FL 33614	
JWCA AUM IRA DZN account ending in [REDACTED] National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	\$189,684.37
IRA-SEP JW account ending in [REDACTED] National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	\$34,707.82
Patricia A. Sahn Revocable Trust AXA Annuity account ending in [REDACTED] Equitable Financial PO Box 1016, Charlotte, NC 28201-1016	\$329,157.03
Patricia A. Sahn Revocable Trust Midland Annuity account ending in [REDACTED] Midland Financial 8300 Mills Civic Parkway West Des Moines, IA50266	\$962,364.56
Patricia A. Sahn Revocable Trust Prudential Annuity account ending in [REDACTED] Prudential Securities PO Box 14533, Cincinnati, OH 45250-5433	\$225,015.53
Patricia A. Sahn Revocable Trust 1031 Exchange account ending in [REDACTED] JW Cole Financial 4301 Anchor Plaza, Suite 450 Tampa, FL 33614	\$50,564.17
Walter E. Sahn Irrevocable Life Insurance Trust JW Cole Financial 4301 Anchor Plaza, Suite 450 Tampa, FL 33614	\$218,371.96

6. Petitioners believe that the Vulnerable Adult's assets to be frozen are (check one):

worth less than \$1,500

worth between \$1,500 and \$5,000

worth more than \$5,000

7. Petitioners request that the following funds be frozen:

ACCOUNT	VALUE
Bank of America Account ending in [REDACTED] 21060 St Andrews Blvd, Boca Raton, FL 33433	Unknown
Allianz Index Advantage IRA account ending in [REDACTED] PO Box 59060, Minneapolis, MN 55459- 0060	\$253,042.44
Investment Edge 21 VA IRA account ending in [REDACTED] Equitable Financial, PO Box 1016, Charlotte, NC 28201-1016	\$260,804.77
JWC Financial IRA JW account ending [REDACTED] National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	\$105,537.27
JWCA AUM IRA DZN account ending in [REDACTED] National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	\$189,684.37
JW Cole Financial IRA-SEP JW account ending in [REDACTED] National Financial Services./ JW Cole 4301 Anchor Plaza, Suite 450 Tampa, FL 33614	\$34,707.82

8. Petitioner genuinely believes that the Vulnerable Adult is the victim of exploitation by the Respondent and genuinely fears further exploitation by the Respondent.

SECTION IV. INJUNCTIVE RELIEF REQUESTED

1. The Petitioner asks the Court to enter a temporary injunction for the protection of the Vulnerable Adult to be in place from now until the scheduled final hearing, at which point Petitioner requests a final judgment for protection against exploitation.
2. The Petitioner seeks an injunction to (mark appropriate section or sections):
- X **Prohibiting the Respondent from having any direct or indirect contact with the Vulnerable Adult;**
 - X **Immediately restraining the Respondent from committing any acts of exploitation against the Vulnerable Adult;**
 - X **Restraining the Respondent from any attempts to access the Vulnerable Adult's funds including, but not limited to, any assets held in trust for the Vulnerable Adult's benefit;**
 - X **Directing the Respondent to disclose the nature and location of any new accounts opened in the Vulnerable Adult's and/or Respondent's names;**
 - X **Directing the Respondent to surrender all credit cards held in the name of (i) the Vulnerable Adult (ii) held jointly in the name of the Vulnerable Adult and any other individual or entity (iii) held in the name of the Respondent but tied to an account in the name of the Vulnerable Adult to the Petitioner; and**
 - X **Freezing the assets of the Vulnerable Adult held at Bank Of America ending in [REDACTED] Allianz Index ending in [REDACTED] Investment Edge 21 VA IRA ending in [REDACTED] JWC Financial IRA ending in [REDACTED] JWCA AUM IRA DZN ending in [REDACTED] and JW COLE IRA-SEP account ending in [REDACTED]**
 - X **Directing law enforcement to remove the Respondent from 21843 Town Place Drive, Boca Raton FL 33433 if she is found there at the time of service of the temporary ex-parte injunction or any time thereafter in violation of the provisions set forth above.**

3. If the Court issues an injunction freezing assets and/or credit lines, Petitioners believe that the critical expenses of the Vulnerable Adult will be paid for or provided by the following persons or entities: Joanna Sahn, as trustee of the Vulnerable Adult's Trust.
4. The Petitioner requests that the following expenses be paid notwithstanding the freeze (for each expense, list the name of the payee, address, account number if known, amount to be paid, and a brief explanation of why payment is critical): Not applicable because Joanna Sahn, as trustee of the Vulnerable Adult's Trust, has ample funds in trust to provide for the Vulnerable Adult's necessary expenses.

I ACKNOWLEDGE THAT PURSUANT TO SECTION 415.1034, FLORIDA STATUTES, ANY PERSON WHO KNOWS OR HAS A REASONABLE CAUSE TO SUSPECT THAT A VULNERABLE ADULT HAS BEEN OR IS BEING ABUSED, NEGLECTED, OR EXPLOITED HAS A DUTY TO IMMEDIATELY REPORT SUCH KNOWLEDGE OR SUSPICION TO THE CENTRAL ABUSE HOTLINE. I HAVE REPORTED THE ALLEGATIONS IN THIS PETITION TO THE CENTRAL ABUSE HOTLINE.

I HAVE READ EACH STATEMENT MADE IN THIS PETITION AND EACH SUCH STATEMENT IS TRUE AND CORRECT. I UNDERSTAND THAT THE STATEMENTS MADE IN THIS PETITION ARE BEING MADE UNDER PENALTY OF PERJURY PUNISHABLE AS PROVIDED IN SECTION 837.02, FLORIDA STATUTES.

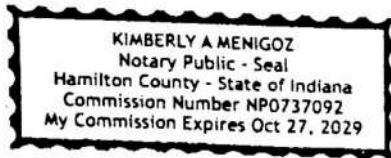
I HAVE READ EACH STATEMENT MADE IN THIS PETITION AND EACH SUCH STATEMENT IS TRUE AND CORRECT. I UNDERSTAND THAT THE STATEMENTS MADE IN THIS PETITION ARE BEING MADE UNDER PENALTY OF PERJURY PUNISHABLE AS PROVIDED IN SECTION 837.02, FLORIDA STATUTES.

Signed on 7-25, 2023.


CHARLES J. REVARD

COUNTY OF Hamilton)
STATE OF Indiana)

Sworn to and subscribed to before me on 25th July, 2023, by Charles J. Revard, Affiant, who appeared by [] physical presence or [] online notarization and who is personally known to me or who produced drivers license as identification.



Kimberly A. Menigoz
Notary Public, State of INDIANA
My commission expires: 10-27-2029

Signed this 25th day of July, 2023.

Clara C Ciadella

KITROSER LEWIS & MIGHDOLL, LLC
Mitchell I. Kitroser, Esq., Fla. Bar #995134
Preston Mighdoll, Esq., Fla. Bar #220124
Kathryn N. Lewis Esq., Fla. Bar #59182
Clara Crabtree Ciadella, Esq., Fla. Bar #106323

Palm Beach Office:

√ **Filed by & respond to this office:**

631 U.S. Highway 1, Suite 406
North Palm Beach, FL 33408
Phone: 561-721-0600/Fax: 561-616-0079

Treasure Coast Office:

890 NE Jensen Beach Blvd.
Jensen Beach, FL 34957
Phone: 772-763-1400/Fax: 772-783-2922

Email: clara@kitroserlaw.com

Service: clara@kitroserlaw.com,

paula@kitroserlaw.com, and

mikadmin@kitroserlaw.com

Attorneys for Petitioner

Paula Albright

Subject: Personal: Assist with my accounts - Other services
Location: BOCA DEL MAR

Start: Tue 7/18/2023 11:00 AM
End: Tue 7/18/2023 11:30 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Wells Fargo and Company

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: Joanna Sahm <joanna_sahm@yahoo.com>
Date: Sat, Jul 15, 2023 at 7:52 PM
Subject: Your Wells Fargo Appointment is Confirmed
To: Charlie Revard <charlie@thebikeline.com>

Hi There,

My email is the notification email for the Trust Account and the joint account I have with my mother at Wells. I did not set this appointment, but I was notified about this. I thought you should know as I am not sure why my mom is going or who is taking her there.

The branch where the appointment is scheduled is the branch in Boca where my mother goes to bank.

From: Wells Fargo and Company <appointments@wellsfargo.com>
Date: July 13, 2023 at 3:10:24 PM EDT
To: vivien.dangelo-rice@wellsfargo.com, joanna_sahm@yahoo.com
Subject: Your Wells Fargo Appointment is Confirmed

WELLS FARGO

Appointment confirmation

Dear JOANNA SAHM,

Thank you for scheduling an appointment with us.

When:

Tuesday, July 18, 2023 at 11:00 AM EDT
30 minutes

Where:

BOCA DEL MAR
7009 BERACASA WAY
BOCA RATON, Florida 33433
United States
(561) 338-6000
Map it

We'll discuss:

Personal: Assist with my accounts - Other services

Confirmation number:

12BVW80EUE

You can change or cancel your appointment using this link. For other questions prior to your visit with a banker, please read our FAQs.

Sincerely,
Wells Fargo

Please do not reply to this automated email. To contact us, go to Wells Fargo Online Customer Service call us anytime at 1-800-956-4442 for technical or banking issues.

wellsfargo.com | Privacy, Security, and Legal

Copyright © 2021 Wells Fargo Bank, N.A. • All Rights Reserved

KITROSER LEWIS & MIGHDOLL

Mitchell I. Kitroser, Esquire, Managing Partner - Admitted in FL, NY & CO • Kathryn N. Lewis, Esquire, Partner - Admitted in Florida
Preston Mighdoll, Esquire, Partner - Admitted in Florida • Clara Crabtree Ciadella, Esquire, Associate Attorney - Admitted in Florida

July 17, 2023

By Hand Delivery

Wells Fargo Bank, N.A.
Attn: Branch Manager
7009 Beracasa Way
Boca Raton, Florida 33433

RE: Patricia A. Sahn

Dear Sir or Madam,

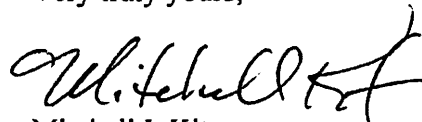
Our firm represents Charles Revard in his capacity as Limited Guardian of the Person and Property of Patricia A. Sahn. Enclosed herewith please find a copy of the *Order Determining Limited Incapacity, Order Appointing Limited Guardian and Letters of Limited Guardian of Person and Property* issued by Judge Charles Burton, Circuit Judge, Palm Beach County, Florida. Attorney Eileen O'Malley, who is copied on this correspondence, represents Mrs. Sahn's daughter, Joanna Sahn, in her capacity as Trustee of the *Patricia A. Sahn Revocable Trust uad July 1, 2020*.

We are aware of an appointment having been scheduled by Mrs. Sahn's daughter, Patricia ("Patty") Sahn for tomorrow, July 18, 2023, at 11:00 a.m. Please be advised that following the Court's determination as to Mrs. Sahn's incapacity, she is no longer able to manage her property. Such duties have been delegated to Mr. Revard and Ms. (Joanna) Sahn.

Kindly confirm receipt of this correspondence to Senior Paralegal, Paula Albright, via e-mail at paula@kitroserlaw.com. Should you wish to discuss the matter further, please contact me at (561) 614-6740.

Thanking you in advance for your attention to this matter.

Very truly yours,



Mitchell I. Kitroser

MIK:pma

Enclosures

Cc: Eileen O'Malley, Esquire (via email with enclosures)

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

IN RE:

File No. 502023GA000245XXXXMB

PATRICIA A. SAHM,
an alleged incapacitated person.

_____ /

ORDER APPOINTING LIMITED GUARDIAN OF PERSON AND PROPERTY

On the Petition of for the Appointment of a Guardian of the person and property of Patricia A. Sahn ("Ward"), the Court makes the following findings:

1. The Ward was adjudicated to be incapacitated by Order of this Court entered on June ____, 2023, and the Court, having considered alternatives to guardianship, found that no alternatives to guardianship sufficiently address the needs of the Ward, and that the restrictions imposed upon the Ward's rights and liberties are consistent with the Ward's welfare and safety, and are the least restrictive appropriate alternatives, reserving to the Ward the right to make decisions in all matters commensurate with the Ward's ability to do so.

2. The Order Determining Limited Incapacity established the incapacity of the Ward to exercise the following delegable rights:

- () to determine his or her residence,
- (X) to consent to medical and mental health treatment,
- () to make decisions about his or her social environment or other social aspects of his or her life,
- (X) to contract,
- (X) to sue and defend lawsuits,
- (X) to personally apply for government benefits,
- (X) to manage property or to make any gift or disposition of property.

3. The nature of the guardianship is limited and it is necessary to appoint a limited guardian of the person and property of the Ward.

4. The Court finds no evidence that the Ward, prior to incapacity, executed any valid advance directive pursuant to Florida Statutes Chapter 765.

The Court having jurisdiction and being fully advised, it is

ADJUDGED as follows:

1. Charles Revard is qualified to serve and is hereby appointed limited guardian of the person and property of Patricia A. Sahm ("Ward").

2. The following rights of the Ward are delegated to the guardian appointed by this Order:

(X) to contract,

(X) to sue and defend lawsuits,

(X) to apply for government benefits,

(X) to manage the property of the Ward,

() to determine the Ward's residence,

(X) to consent to medical and mental health treatment,

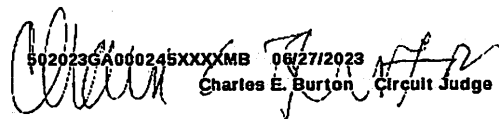
() to make decisions about the Ward's social environment or other social aspects of the Ward's life.

Note: If the right of the Ward to contract has been delegated to the guardian but the right to marry is retained, then the right to marry is subject to court approval.

3. Upon taking the prescribed oath, filing a designation of resident agent and acceptance, and posting a bond in the amount of \$____ payable to the Governor of the State of Florida and to all successors in office, conditioned on the faithful performance of all duties by the guardian, letters of guardianship shall be issued.

4. The Ward retains the rights specified in Florida Statutes Section 744.3215(1) and the right to make decisions in all matters commensurate with Ward's abilities.

DONE and ORDERED in Delray Beach, Palm Beach County, Florida.


502023GA000245XXXMB 06/27/2023
Charles E. Burton Circuit Judge

502023GA000245XXXMB 06/27/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Amber Patwell, Esq., apatwell@wblaws.com, Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701

Eileen T. O'Malley, Esq., eileen.omalley@nelsonmullins.com, Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401

Inger Garcia, Esq., attorney@ingergarcia.com, 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470

Kevin R. Hall, kh.itconsultingslesoffices@gmail.com, P.O. Box 756, Kinderhook, NY 12106

NOT A CERTIFIED COPY

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

IN RE:

File No. 502023MH001072XXXXMB

PATRICIA A. SAHM,
an alleged incapacitated person.

ORDER DETERMINING LIMITED INCAPACITY

On the Petition to Determine Incapacity filed herein with respect to Patricia A. Sahn (the Ward), the Court having reviewed file, having considered the reports of the Examining Committee, having considered all alternatives to guardianship, having been informed of the agreement of Patricia A. Sahn and all other interested persons, and being fully advised in the premises, finds based on the clear and convincing evidence presented, as follows:

1. The Ward suffers from incapacities of the following nature and scope: unspecified dementia, impaired memory and cognition. .
2. The Ward lacks capacity to make informed decisions about care and treatment services or to meet the essential requirements for the Ward's physical or mental health or safety. More particularly, the specific legal disabilities to which the Ward is subject (the rights the Ward is incapable of exercising) are:

- | | |
|---|---|
| <input type="checkbox"/> to marry | <input type="checkbox"/> to vote |
| <input checked="" type="checkbox"/> to contract | <input type="checkbox"/> to travel |
| <input checked="" type="checkbox"/> to sue and defend lawsuits | <input type="checkbox"/> to have a driver's license |
| <input type="checkbox"/> to determine his or her residence | <input type="checkbox"/> to seek or retain employment |
| <input checked="" type="checkbox"/> to personally apply for government benefits | |
| <input checked="" type="checkbox"/> to manage property or to make any gift or disposition of property | |
| <input type="checkbox"/> to make decisions about his or her social environment or other social aspects of his or her life | |
| <input checked="" type="checkbox"/> to consent to medical and mental health treatment | |

3. After consideration of reasonable alternatives to guardianship, the Court finds that no alternative will sufficiently address the problems and needs of the Ward.

4. It is in the best interests of the Ward that a limited guardian of the person and property of the Ward be appointed; accordingly, it is

ADJUDGED as follows:

1. Patricia A. Sahn is hereby determined to be incapacitated and a limited guardian should be appointed to provide for the welfare and safety of the Ward.

2. The Ward is incapable of exercising the rights specified in paragraph 3.

3. The Ward shall retain those rights set forth in Florida Statutes Section 744.3215(1), and all other rights except those the Court has hereinabove adjudged that the Ward is incapable of exercising.

4. A copy of this Order shall be served on the Ward and the Ward's attorney by the clerk and a certificate attesting to such service promptly filed in this proceeding.

DONE and ORDERED in Delray Beach, Palm Beach County, Florida.


502023MH001072000XMB 06/27/2023
Charles E. Burton Circuit Judge

502023MH001072XXXXMB 06/27/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Amber Patwell, Esq., apatwell@wblaws.com, Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701

Eileen T. O'Malley, Esq., eileen.omalley@nelsonmullins.com, Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401

Inger Garcia, Esq., attorney@ingergarcia.com, 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470

Kevin R. Hall, kh.itconsultingslesoffices@gmail.com, P.O. Box 756, Kinderhook, NY 12106

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: THE GUARDIANSHIP OF

PATRICIA A. SAHM,

Case No. 502023GA000245XXXXMB

Division: IZ

The Ward.
_____ /

**LETTERS OF LIMITED GUARDIANSHIP
OF PERSON AND PROPERTY**

TO ALL WHOM IT MAY CONCERN:

WHEREAS, CHARLES J. REVARD has been appointed as the limited guardian of the person and property of PATRICIA A. SAHM (the "Ward"), pursuant to this Court's *Order Appointing Limited Guardian of Person and Property* [D.E. #21], and taken the prescribed oath and performed all other acts prerequisite to issuance of limited letters of guardianship of the person and property of the Ward,

NOW, THEREFORE, I, the undersigned circuit court judge, declare CHARLES J. REVARD (hereinafter, the "Guardian") duly qualified under the laws of the State of Florida to act as limited guardian of the person and property of PATRICIA A. SAHM. The Guardian shall have the power to exercise the following powers and duties pertaining to the Ward's person and property:

- to contract;
- to sue and defend lawsuits;
- to apply for government benefits;
- to manage property or to make any gift or disposition of property; and
- to consent to medical and mental health treatment.

Any financial institution, credit union, company or individual holding assets of the Ward is directed to cooperate with the Guardian and attorney for the Guardian, including providing said attorney/Guardian with information or copies of records on any accounts in which the Ward is a beneficiary of a trust, is the account holder, or joint account holder and complying with the

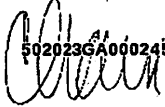
In re Guardianship of Patricia A. Sahn
Case No. 502023GA000245XXXXMB
Letters of Limited Guardianship – Charles J. Revard

instructions of the attorney in the transfer, withdrawal or release of funds authorized by order of this Court, whether the account is held in the Ward's individual name or held jointly, until further direction from the Guardian.

The Guardian is authorized to communicate with and act on behalf of the Ward with government services including the Internal Revenue Services.

The Court finds no evidence that the Ward, prior to incapacity, executed any valid advance directive pursuant to Florida Statutes Chapter 765.

DONE and ORDERED in Palm Beach County, Florida.


502023GA000245XXXXMB 07/13/2023
Charles E. Burton, Circuit Judge

502023GA000245XXXXMB 07/13/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Mitchell I. Kitroser, Esq. and Clara Crabtree Ciadella, Esq., Kitroser, Lewis & Mighdoll, LLC, 631 U.S. Highway One, Suite 406, North Palm Beach, FL 33408 (mitch@kitroserlaw.com, clara@kitroserlaw.com, kate@kitroserlaw.com, and mikadmin@kitroserlaw.com)

Amber Patwell, Esq., Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701 (apatwell@wblaws.com)

Eileen T. O'Malley, Esq., Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401 (eileen.omalley@nelsonmullins.com)

Inger Garcia, Esq., 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470 (attorney@ingergarcia.com)

Kevin R. Hall, P.O. Box 756, Kinderhook, NY 12106 (kh.itconsultingslesoffices@gmail.com)

VERIFIED RETURN OF SERVICE

State of Florida

County of Palm Beach

CIRCUIT Court

Case Number: 502023GA000245XXXXMB

IN RE: PATRICIA A. SAHM, an alleged incapacitated person,

For:

MITCHELL I. KITROSER, ESQ.
KITROSER & ASSOCIATES
631 U.S. HIGHWAY ONE, SUITE 406
NORTH PALM BEACH, FL 33408

Received by Tenacious Process Servers of Florida, LLC on the 17th day of July, 2023 at 11:00 am to be served on **WELLS FARGO BANK, N.A. ATTN.: BRANCH MANAGER, 7009 BERACASA WAY, BOCA RATON, FL 33433.**

I, MARSHALL A. BISHOP, do hereby affirm that on the 17th day of July, 2023 at 3:50 pm, I:

served an **AUTHORIZED** entity by delivering a true copy of the **LETTER / ORDER APPOINTING LIMITED GUARDIAN OF PERSON AND PROPERTY / ORDER DETERMINING LIMITED INCAPACITY / LETTERS OF LIMITED GUARDIANSHIP OF PERSON AND PROPERTY** with the date and hour of service endorsed thereon by me, to: **VIVIEN D'ANGELO RICE as CSR / APB** at the address of: **7009 BERACASA WAY, BOCA RATON, FL 33433**, who stated they are authorized to accept service for **WELLS FARGO BANK, N.A.**, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:

PROCESS SERVER CLEARLY EXPLAINED TO RECEIVER TO CAREFULLY READ LETTER AS IT REFERS TO A PENDING MEETING TO OCCUR THE NEXT DAY. NOTE: BRANCH MANAGER WAS NOT AVAILABLE AT TIME OF SERVICE.

I certify that I am over the age of 18, have no interest in the above action, and have proper authority in the jurisdiction in which this service was effected. Under the penalty of perjury, I declare I have read the foregoing documents and the facts stated in it are true to the best of my knowledge. I am a Certified Process Server / Special Appointed Process Server, in good standing, in the judicial circuit in which the process was served and no Notary is required under F.S.S. 92.525 (2).

NOT A CERTIFIED COPY



MARSHALL A. BISHOP
Certified Process Server #785

Tenacious Process Servers of Florida, LLC
P.O. Box 210443
Royal Palm Beach, FL 33421
(561) 798-5518

Our Job Serial Number: TEN-2023001178
Ref: SAHM

KITROSER LEWIS & MIGHDOLL

Mitchell I. Kitroser, Esquire, Managing Partner - Admitted in FL, NY & CO • Kathryn N. Lewis, Esquire, Partner - Admitted in Florida
Preston Mighdoll, Esquire, Partner - Admitted in Florida • Clara Crabtree Ciadella, Esquire, Associate Attorney - Admitted in Florida

July 17, 2023

A.P.B.

Served Vivien D'Angelo Rice

Date 7/17/23 Time 1:50

P.S. MAB # 0785

By Hand Delivery
Wells Fargo Bank, N.A.
Attn: Branch Manager
7009 Beracasa Way
Boca Raton, Florida 33433

RE: Patricia A. Sahn

Dear Sir or Madam,

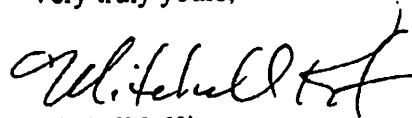
Our firm represents Charles Revard in his capacity as Limited Guardian of the Person and Property of Patricia A. Sahn. Enclosed herewith please find a copy of the *Order Determining Limited Incapacity*, *Order Appointing Limited Guardian* and *Letters of Limited Guardian of Person and Property* issued by Judge Charles Burton, Circuit Judge, Palm Beach County, Florida. Attorney Eileen O'Malley, who is copied on this correspondence, represents Mrs. Sahn's daughter, Joanna Sahn, in her capacity as Trustee of the *Patricia A. Sahn Revocable Trust uad July 1, 2020*.

We are aware of an appointment having been scheduled by Mrs. Sahn's daughter, Patricia ("Patty") Sahn for tomorrow, July 18, 2023, at 11:00 a.m. Please be advised that following the Court's determination as to Mrs. Sahn's incapacity, she is no longer able to manage her property. Such duties have been delegated to Mr. Revard and Ms. (Joanna) Sahn.

Kindly confirm receipt of this correspondence to Senior Paralegal, Paula Albright, via e-mail at Paula@kitroserlaw.com. Should you wish to discuss the matter further, please contact me at (561) 614-6740.

Thanking you in advance for your attention to this matter.

Very truly yours,



Mitchell I. Kitroser

MIK:pma

Enclosures

Cc: Eileen O'Malley, Esquire (via email with enclosures)

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

IN RE:

File No. 502023GA000245XXXXMB

PATRICIA A. SAHM,
an alleged incapacitated person.

ORDER APPOINTING LIMITED GUARDIAN OF PERSON AND PROPERTY

On the Petition of for the Appointment of a Guardian of the person and property of Patricia A. Sahn ("Ward"), the Court makes the following findings:

1. The Ward was adjudicated to be incapacitated by Order of this Court entered on June ____, 2023, and the Court, having considered alternatives to guardianship, found that no alternatives to guardianship sufficiently address the needs of the Ward, and that the restrictions imposed upon the Ward's rights and liberties are consistent with the Ward's welfare and safety, and are the least restrictive appropriate alternatives, reserving to the Ward the right to make decisions in all matters commensurate with the Ward's ability to do so.

2. The Order Determining Limited Incapacity established the incapacity of the Ward to exercise the following delegable rights:

- () to determine his or her residence,
- (X) to consent to medical and mental health treatment,
- () to make decisions about his or her social environment or other social aspects of his or her life,
- (X) to contract,
- (X) to sue and defend lawsuits,
- (X) to personally apply for government benefits,
- (X) to manage property or to make any gift or disposition of property.

3. The nature of the guardianship is limited and it is necessary to appoint a limited guardian of the person and property of the Ward.

4. The Court finds no evidence that the Ward, prior to incapacity, executed any valid advance directive pursuant to Florida Statutes Chapter 765.

The Court having jurisdiction and being fully advised, it is

ADJUDGED as follows:

1. Charles Revard is qualified to serve and is hereby appointed limited guardian of the person and property of Patricia A. Sahn ("Ward").

2. The following rights of the Ward are delegated to the guardian appointed by this Order:

(X) to contract,

(X) to sue and defend lawsuits,

(X) to apply for government benefits,

(X) to manage the property of the Ward,

() to determine the Ward's residence,

(X) to consent to medical and mental health treatment,

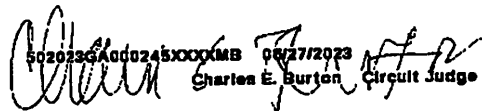
() to make decisions about the Ward's social environment or other social aspects of the Ward's life.

Note: If the right of the Ward to contract has been delegated to the guardian but the right to marry is retained, then the right to marry is subject to court approval.

3. Upon taking the prescribed oath, filing a designation of resident agent and acceptance, and posting a bond in the amount of \$____ payable to the Governor of the State of Florida and to all successors in office, conditioned on the faithful performance of all duties by the guardian, letters of guardianship shall be issued.

4. The Ward retains the rights specified in Florida Statutes Section 744.3215(1) and the right to make decisions in all matters commensurate with Ward's abilities.

DONE and ORDERED in Delray Beach, Palm Beach County, Florida.


502023GA000245XXXXMB 06/27/2023
Charles E. Burton, Circuit Judge

502023GA000245XXXXMB 06/27/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Amber Patwell, Esq., apatwell@wblaws.com, Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701

Eileen T. O'Malley, Esq., eileen.omalley@nelsonmullins.com, Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401

Inger Garcia, Esq., attorney@ingergarcia.com, 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470

Kevin R. Hall, kh.itconsultingslesoffices@gmail.com, P.O. Box 756, Kinderhook, NY 12106

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

IN RE:

File No. 502023MH001072XXXXMB

PATRICIA A. SAHM,
an alleged incapacitated person.

ORDER DETERMINING LIMITED INCAPACITY

On the Petition to Determine Incapacity filed herein with respect to Patricia A. Sahn (the Ward), the Court having reviewed file, having considered the reports of the Examining Committee, having considered all alternatives to guardianship, having been informed of the agreement of Patricia A. Sahn and all other interested persons, and being fully advised in the premises, finds, based on the clear and convincing evidence presented, as follows:

1. The Ward suffers from incapacities of the following nature and scope: unspecified dementia, impaired memory and cognition. .

2. The Ward lacks capacity to make informed decisions about care and treatment services or to meet the essential requirements for the Ward's physical or mental health or safety. More particularly, the specific legal disabilities to which the Ward is subject (the rights the Ward is incapable of exercising) are:

- to marry
- to contract
- to sue and defend lawsuits
- to determine his or her residence
- to personally apply for government benefits
- to manage property or to make any gift or disposition of property
- to make decisions about his or her social environment or other social aspects of his or her life
- to consent to medical and mental health treatment
- to vote
- to travel
- to have a driver's license
- to seek or retain employment

3. After consideration of reasonable alternatives to guardianship, the Court finds that no alternative will sufficiently address the problems and needs of the Ward.

4. It is in the best interests of the Ward that a limited guardian of the person and property of the Ward be appointed; accordingly, it is

ADJUDGED as follows:

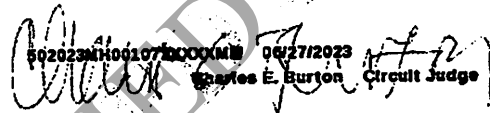
1. Patricia A. Sahn is hereby determined to be incapacitated and a limited guardian should be appointed to provide for the welfare and safety of the Ward.

2. The Ward is incapable of exercising the rights specified in paragraph 3.

3. The Ward shall retain those rights set forth in Florida Statutes Section 744.3215(1), and all other rights except those the Court has hereinabove adjudged that the Ward is incapable of exercising.

4. A copy of this Order shall be served on the Ward and the Ward's attorney by the clerk and a certificate attesting to such service promptly filed in this proceeding.

DONE and ORDERED in Delray Beach, Palm Beach County, Florida.


502023MH001071000XMB 06/27/2023
Charles E. Burton, Circuit Judge

502023MH001072XXXMB 06/27/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Amber Patwell, Esq., apatwell@wblaws.com, Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701

Eileen T. O'Malley, Esq., eileen.omalley@nelsonmullins.com, Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401

Inger Garcia, Esq., attorney@ingergarcia.com, 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470

Kevin R. Hall, kh.itconsultingslesoffices@gmail.com, P.O. Box 756, Kinderhook, NY 12106

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: THE GUARDIANSHIP OF

PATRICIA A. SAHM,

Case No. 502023GA000245XXXXMB

Division: IZ

The Ward.

**LETTERS OF LIMITED GUARDIANSHIP
OF PERSON AND PROPERTY**

TO ALL WHOM IT MAY CONCERN:

WHEREAS, CHARLES J. REVARD has been appointed as the limited guardian of the person and property of PATRICIA A. SAHM (the "Ward"), pursuant to this Court's *Order Appointing Limited Guardian of Person and Property* [D.E. #21], and taken the prescribed oath and performed all other acts prerequisite to issuance of limited letters of guardianship of the person and property of the Ward,

NOW, THEREFORE, I, the undersigned circuit court judge, declare CHARLES J. REVARD (hereinafter, the "Guardian") duly qualified under the laws of the State of Florida to act as limited guardian of the person and property of PATRICIA A. SAHM. The Guardian shall have the power to exercise the following powers and duties pertaining to the Ward's person and property:

- to contract;
- to sue and defend lawsuits;
- to apply for government benefits;
- to manage property or to make any gift or disposition of property; and
- to consent to medical and mental health treatment.

Any financial institution, credit union, company or individual holding assets of the Ward is directed to cooperate with the Guardian and attorney for the Guardian, including providing said attorney/Guardian with information or copies of records on any accounts in which the Ward is a beneficiary of a trust, is the account holder, or joint account holder and complying with the

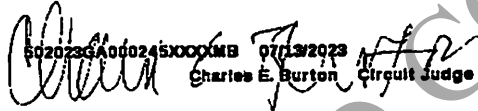
In re Guardianship of Patricia A. Sahn
Case No. 502023GA000245XXXXMB
Letters of Limited Guardianship – Charles J. Revard

instructions of the attorney in the transfer, withdrawal or release of funds authorized by order of this Court, whether the account is held in the Ward's individual name or held jointly, until further direction from the Guardian.

The Guardian is authorized to communicate with and act on behalf of the Ward with government services including the Internal Revenue Services.

The Court finds no evidence that the Ward, prior to incapacity, executed any valid advance directive pursuant to Florida Statutes Chapter 765.

DONE and ORDERED in Palm Beach County, Florida.


502023GA000245XXXXMB 07/13/2023
Charles E. Burton Circuit Judge

502023GA000245XXXXMB 07/13/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Mitchell I. Kitroser, Esq. and Clara Crabtree Ciadella, Esq., Kitroser, Lewis & Mighdoll, LLC, 631 U.S. Highway One, Suite 406, North Palm Beach, FL 33408 (mitch@kitroserlaw.com, clara@kitroserlaw.com, kate@kitroserlaw.com, and mikadmin@kitroserlaw.com)

Amber Patwell, Esq., Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701 (apatwell@wblaws.com)

Eileen T. O'Malley, Esq., Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401 (eileen.omalley@nelsonmullins.com)

Inger Garcia, Esq., 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470 (attorney@ingergarcia.com)

Kevin R. Hall, P.O. Box 756, Kinderhook, NY 12106 (kh.itconsultingslesoffices@gmail.com)

**WELLS
FARGO**

VIVIEN D'ANGELO RICE
Associate Personal Banker
NMLS ID: 479878

Wells Fargo Bank, N.A.

Boca Del Mar
MAC Z6009-010
7009 Beracasa Way
Boca Raton, FL 33433
Tel: 561 338 6000 Fax: 561 338 6002
24 Hour Cust. Svc: 800 869 3557
vivien.dangelo-rice@wellsfargo.com



Sign off

PATRICIA CHECKING XXXXXXXXXX

\$0.00

Available balance ⓘ

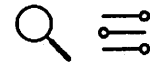
ⓘ This account is closed. You can view your account information for approximately 90 days after the date of closure.

Overview

Manage account

Routing & balance info

Transactions ⓘ



07/18/2023
ACCOUNT CLOSE
CASHIER'S CHECK

\$215.80



07/18/2023
OUTSTANDING ITEMS CLOSE,
NON-INT W/O FEE



07/10/2023

\$10.00



Accounts



Deposit



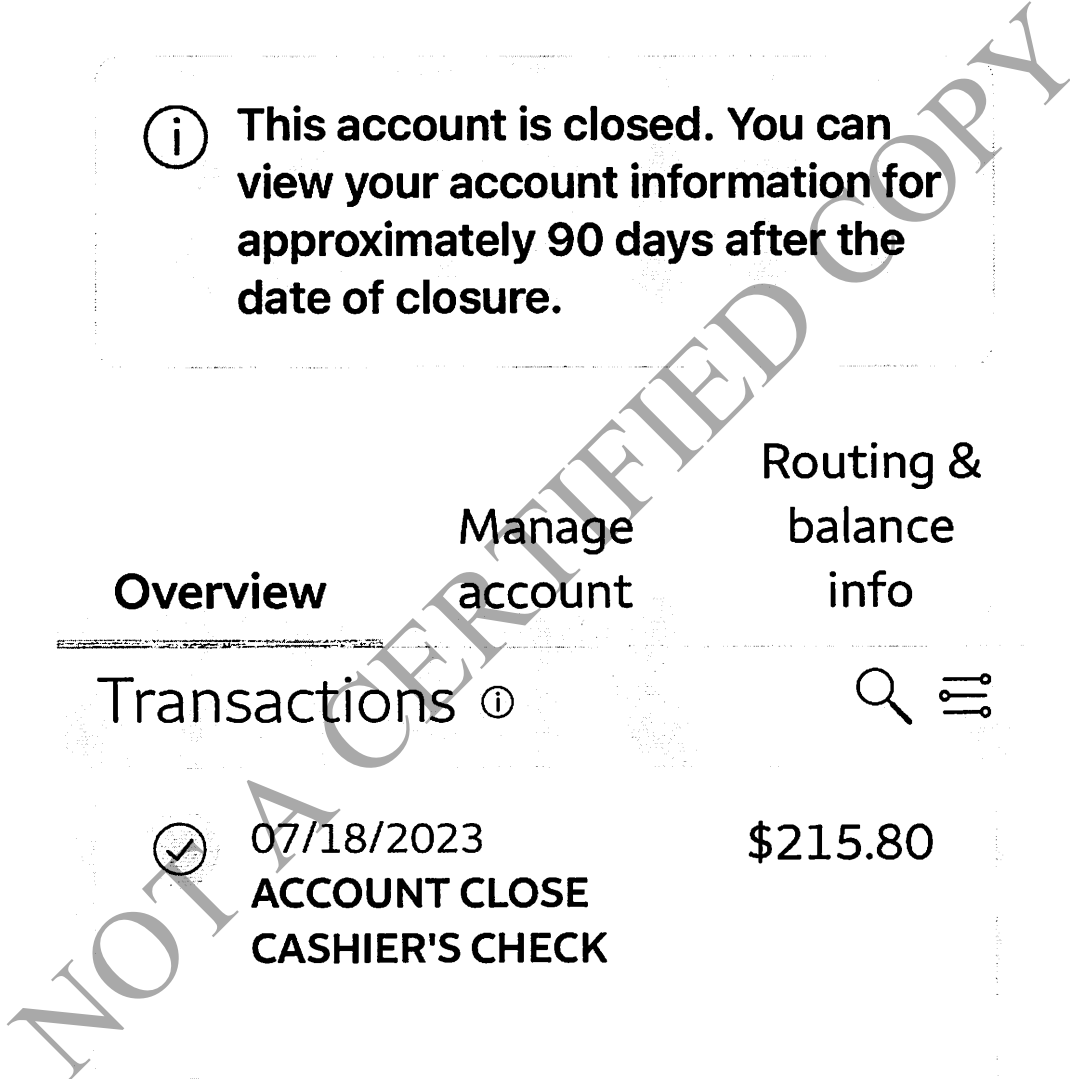
Pay & Transfer
EXHIBIT D



Explore



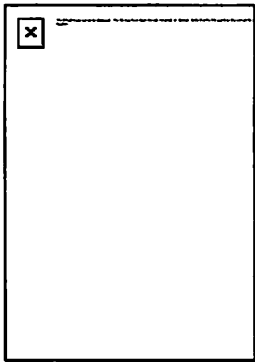
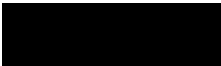
Menu



Paula Albright

From: Mitchell Kitroser
Sent: Tuesday, July 18, 2023 12:52 PM
To: Joanna Sahn
Cc: Charlie Revard; eileen.omalley@nelsonmullins.com; Kathryn Lewis; Clara Ciadella; Paula Albright; Kate Salfi; Susan Stutz
Subject: RE: Your Wells Fargo contact information has been updated

Categories: 10am
FilingIndicator: -1



Mitchell I. Kitroser, Esquire

Managing Partner

Kitroser Lewis & Mighdoll

Main 561.721.0600 Direct 561.614.6740

Web www.kitroserlaw.com Email Mitch@kitroserlaw.com

631 US Highway 1, Suite 406 North Palm Beach, FL 33408

890 NE Jensen Beach Boulevard Jensen Beach, FL 34957



Confidential and Privileged Communication. The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.

IRS Circular 230 Notice Requirement. This communication is not given in the form of a covered opinion, within the meaning of Circular 230 issued by the United States Treasury. Thus, we are required to inform you that you cannot rely upon any tax advice contained in this communication for the purpose of avoiding United States federal tax penalties. In addition, any tax advice contained in this communication may not be used to promote, market, or recommend a transaction to another party.

E-mail viruses. This e-mail transmission and any attachments are believed to have been sent free of any viruses or other defect that might affect any computer system into which it is received and opened. It is, however, the recipient's responsibility to ensure that the e-mail transmission and any attachments are virus free, and Mitchell I. Kitroser, P.A. and Kitroser Lewis & Mighdoll accepts no responsibility for any damage that may in any way arise from their use.

From: Joanna Sahn <joanna_sahm@yahoo.com>
Sent: Tuesday, July 18, 2023 11:40 AM
To: Mitchell Kitroser <mitch@kitroserlaw.com>
Cc: Charlie Revard <charlie@thebikeline.com>
Subject: Fwd: Your Wells Fargo contact information has been updated

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

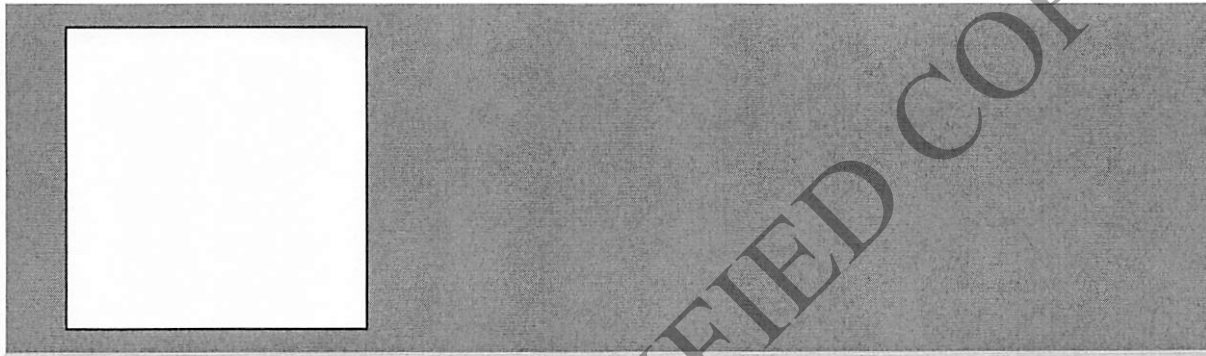
FYI, She also changed the mailing address to her home address. I used to receive it via email, but she changed it to a paper bill to be sent to her home.

Thanks,

Sent from my iPhone

Begin forwarded message:

From: Wells Fargo Online <alerts@notify.wellsfargo.com>
Date: July 18, 2023 at 11:37:09 AM EDT
To: joanna_sahm@yahoo.com
Subject: Your Wells Fargo contact information has been updated



We've updated your contact information

- Mailing Address: (Account ending [REDACTED] 21843 TOWN PLACE DR

To view your current information, go to [update contact information](#).

If you didn't make this request, please call us immediately at 1-800-869-3557 (for personal banking) or 1-800-225-5935 (for small business). We're available 24 hours a day, 7 days a week.

Thank you for banking with Wells Fargo.

Wells Fargo Online Customer Service

[wellsfargo.com](#) | [Security Center](#) | [Contact Us](#)

Note: You may also receive this alert if you are a "Guest User" with view-only access on another customer's account. The Administrator on those accounts may have recently updated your email address. Please contact the Administrator for assistance.

Please do not reply to this automated email.

ca71f2b2-7b39-4b73-9145-d3f3d28a8ecb

▪

Paula Albright

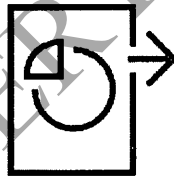
From: Charlie Revard <charlie@thebikeline.com>
Sent: Tuesday, July 18, 2023 2:47 PM
To: Clara Ciadella; Eileen OMalley; Joanna Sahm; Kate Salfi; Mitchell Kitroser; Paula Albright
Subject: Fwd: Welcome to Bank of America

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: Bank of America <onlinebanking@ealerts.bankofamerica.com>
Date: Tue, Jul 18, 2023 at 2:31 PM
Subject: Welcome to Bank of America
To: <charlie@thebikeline.com>

BANK OF AMERICA 



Thanks for opening an account with us

Dear PATRICIA SAHM:

Here are the terms and conditions you reviewed and agreed to when you opened your Deposit account.

You can view, save or print these PDFs for your records.

Deposit Account Opening eDocument Disclosure

Deposit Agreement & Disclosures

Personal Schedule of Fees

Non-English Language Disclosure

Consumer Privacy Notice

Affiliate Marketing Notice

Check your balances, transfer money, set payments and more with the BofA app.

[Download the app](#)

We'll never ask for your personal information such as SSN or ATM PIN in email messages. If you get an email that looks suspicious or you are not the intended recipient of this email, don't click on any links. Instead, forward to abuse@bankofamerica.com then delete it.

Please don't reply to this automatically generated service email.

[Privacy Notice](#)

[Equal Housing Lender](#) 

Bank of America, N.A. Member FDIC

© 2023 Bank of America Corporation

Thank you for allowing us to assist you with your banking needs. Here is a summary of the accounts and services we set up for you or which you applied for today. If any of this information is incorrect, please let us know. We appreciate the opportunity to serve you.

Gracias por permitirnos ayudarle con sus necesidades bancarias. Este es un resumen de las cuentas y los servicios que configuramos para usted o que usted solicitó hoy. Si alguna información es incorrecta, infórmenos. Le agradecemos la oportunidad de servirle.

PATRICIA A SAHM

CHECKING ACCOUNT

Account Number
ACH Routing Number
Title on Account

Advantage Plus



PATRICIA A SAHM

Address

21843 TOWN PLACE DR

BOCA RATON, FL 33433

NOT A CERTIFIED COPY

Bank Information

Date	07/18/2023
Banking Center Name	ST. ANDREWS
Associate's Name	Loudjina Bell
Associate's Phone Number	954-935-5500

Non-Federal Direct Deposit Enrollment Request Form
 Authorization agreement for automatic deposits (ACH credits)

Directions for Customer Use:

- 1) **Ensure entire form is complete, then sign and date**
 - Use the ABA routing number from the state where your account was opened
- 2) **Ensure appropriate Employer / Company address is used when mailing completed form**
- 3) **Employer / Company should review this form for completeness and suitability.** If Employer / Company prefers or requires their own form, use account type, number and ABA routing number below to help complete their form
- 4) **Mail form directly to Employer / Company** (Note: It is not necessary for employer or company to return the form to the bank once direct deposit is set up into the payroll system)

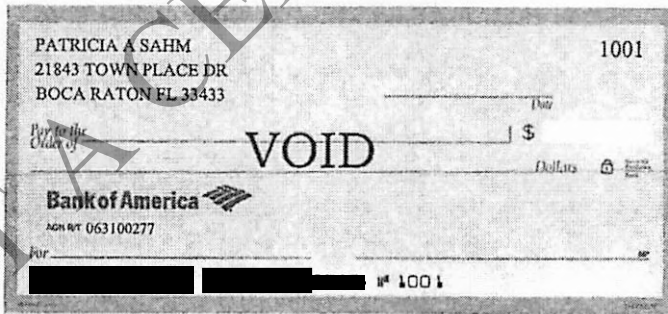
Employer / Company Name: _____

Employer Address _____ City _____ State _____ Zip _____

I (we) authorize the above named Employer / Company to initiate credit entries to my Bank of America Checking and/or Savings accounts indicated below and to credit the same to such account. I (we) acknowledge that the origination of the ACH transactions to my (our) account must comply with the provisions of U.S. law.

Note: Funds can be deposited into one account or split between accounts as a set percent or dollar amount.

Account Type	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	State Acct Opened <u>FL</u>
Account Number	[REDACTED]	
ABA Routing Number	[REDACTED]	
Deposit Amount	_____ % OR \$ _____ (Flat Amount)	



If monies to which I am not entitled are deposited to my account, I authorize the Employer / Company (issuer) to direct the financial institution to return said funds and I authorize the financial institution to act on the Employer / Company direction and to return said funds. This authority will remain in effect until Employer / Company has received written notification from me of its termination in such time and in such manner as to afford Employer / Company and financial institution a reasonable opportunity to act on it.

PATRICIA A SAHM
 Name
 21843 TOWN PLACE DR
 Address BOCA RATON FL 33433
 City/State/Zip
 07/18/2023
 Date
 Signature (required) _____ Telephone Number _____

Non-Federal Direct Deposit Enrollment Request Form
 Authorization agreement for automatic deposits (ACH credits)

Directions for Customer Use:

- 1) *Ensure entire form is complete, then sign and date*
 - Use the ABA routing number from the state where your account was opened
- 2) *Ensure appropriate Employer / Company address is used when mailing completed form*
- 3) *Employer / Company should review this form for completeness and suitability. If Employer / Company prefers or requires their own form, use account type, number and ABA routing number below to help complete their form*
- 4) *Mail form directly to Employer / Company* (Note: It is not necessary for employer or company to return the form to the bank once direct deposit is set up into the payroll system)

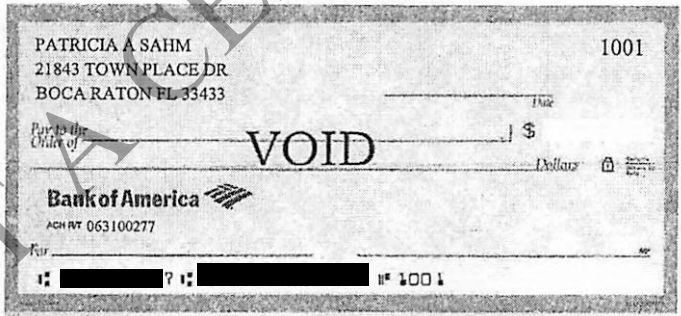
Employer / Company Name: _____

Employer Address _____ **City** _____ **State** _____ **Zip** _____

I (we) authorize the above named **Employer / Company** to initiate credit entries to my **Bank of America** Checking and/or Savings accounts indicated below and to credit the same to such account. I (we) acknowledge that the origination of the ACH transactions to my (our) account must comply with the provisions of U.S. law.

Note: Funds can be deposited into one account or split between accounts as a set percent or dollar amount.

Account Type	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	State Acct Opened <u>FL</u>
Account Number	_____	
ABA Routing Number	_____	
Deposit Amount	_____ % OR \$ _____	(Flat Amount)



If monies to which I am not entitled are deposited to my account, I authorize the Employer / Company (issuer) to direct the financial institution to return said funds and I authorize the financial institution to act on the Employer / Company direction and to return said funds. This authority will remain in effect until Employer / Company has received written notification from me of its termination in such time and in such manner as to afford Employer / Company and financial institution a reasonable opportunity to act on it.

PATRICIA A SAHM
 Name

21843 TOWN PLACE DR BOCA RATON FL 33433
 Address City/State/Zip

 Signature (required) Date Telephone Number

Clarity Statement® — Overview of key policies and fees

Account information

Opening Deposit	\$100 or more
Monthly Maintenance Fee	\$12.00 each month. You can avoid the Monthly Maintenance Fee when you do ONE of the following each statement cycle: <ul style="list-style-type: none"> • Make at least one qualifying Direct Deposit of \$250 or more, OR • Maintain a minimum daily balance of \$1,500 or more, OR • Enroll in the Preferred Rewards program. Learn more at bankofamerica.com/preferred-rewards.

ATM fees

Bank of America ATMs	No ATM fee	For deposits, withdrawals, transfers or balance inquiries
Non-Bank of America ATMs	\$2.50	In the U.S., plus any fee charged by the ATM's operator
	\$5.00	Outside the U.S., plus any fee charged by the ATM's operator

Overdraft policy

- To help you avoid fees, we won't authorize ATM withdrawals or everyday debit card purchases when you don't have enough money in your account at the time of the transaction.
- When we determine you don't have enough money in your account to cover other items such as checks or scheduled payments, we'll either authorize and pay the item and overdraw your account (an overdraft item),¹ or decline or return the item unpaid (a returned item). When this happens, you may be charged a fee. See details below.
- We offer two overdraft setting options for how you want us to process your other transactions.

Overdraft settings and fees

Option 1: Standard - This setting will be automatically applied to your account.

- Your checks and scheduled payments may be paid, causing an overdraft.
- You may be charged an Overdraft Item Fee if you overdraw your account.
- If we return an item unpaid, we won't charge a fee, but the payee may.

Overdraft Item Fee	\$10.00	We won't charge this fee:
(We won't charge you more than 2 of these fees per day.)	per item	<ul style="list-style-type: none"> • If your account is overdrawn by \$1 or less OR • For items that are \$1 or less OR • On ACH resubmissions labeled by the merchant as "RETRY PYMT" or "REDEPCHECK"

Option 2: Decline All - You can choose this setting if you would like to have your transactions declined or returned unpaid when you don't have enough money. With this setting you can avoid Overdraft Item Fees.

- Checks or scheduled payments will be returned unpaid if you don't have enough money in your account.
- If your account becomes overdrawn for any reason, we won't charge you an Overdraft Item Fee.
- When we decline or return a transaction, we won't charge a fee, but the payee may.

Keep in mind, regardless of your overdraft setting, if you set up Balance Connect® for overdraft protection,² we'll automatically transfer available funds from one or more of your linked backup accounts if you're about to overdraw your account.

Please see the Personal Schedule of Fees and Deposit Agreement and Disclosures for your account terms.

1. Our overdraft fee of \$10 may apply for overdrafts created by check, recurring debit card transactions, or other electronic means. If your account is overdrawn, you must immediately bring your account to a positive balance. We pay overdrafts at our discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing.

2. Balance Connect® for overdraft protection is also available from your Bank of America credit card. Overdraft protection transfers from your credit card are Bank Cash Advances and will accrue interest at the Bank Cash Advance APR. Please refer to your Credit Card Agreement for additional details. Overdraft protection transfers from a linked savings account count towards the six transactions you're allowed each month from your savings account and may lead to a Withdrawal Limit Fee.



Here are the details of your Check Deposit

A Check Deposit was made on July 18, 2023 at 2:44 PM at our 21060 Saint Andrews Blvd Boca Raton, FL 33433-2402 location

DETAILS

Transaction amount: \$215.80
Check amount: \$215.80
To: ADV PLUS BANKING DDA [REDACTED]
Number of checks: 1
Checks included: \$215.80
Transaction ID: [REDACTED]

NOT A CERTIFIED COPY

Important Information:

- Keep this receipt until you see the transaction completed on your statement.
- Depending on your account's terms and conditions, it might not be finalized right away since some transactions may need to be verified or have a payment collected.
- Keep in mind, transactions made in a financial center on non-business days (Saturday, Sunday and bank holidays) aren't processed until the next business day we're open.

Using our mobile app?

Make deposits, check account balances, and much more.



Ask Erica
"Has my Check Deposit posted?"



Scan this code using your smartphone or QR reader to learn more

Clara Ciadella

From: Charlie Revard <charlie@thebikeline.com>
Sent: Tuesday, July 18, 2023 9:15 PM
To: [REDACTED]; [REDACTED]; Joanna Sahm; Kate Salfi; Mitchell Kitroser; Paula Albright
Subject: Fwd: Patty docs
Attachments: 20230718 Patty Jr_Docs.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: Patricia Sahm <patty.sahm@gmail.com>
Date: Tue, Jul 18, 2023 at 8:24 PM
Subject: Fwd: Patty docs
To: Charlie Revard <charlie@thebikeline.com>

Just so you know, I told my lawyer! I thought She should be at the Bank of America on the corner where she goes to Publix, 2 drug stores(1 where her prescriptions are),2 restaurants, etc.3-5 mins. from the house,depending on lights and traffic.

I have no ulterior motives except her safety,etc. And, David Kubilian, my lawyer, knew everything I was doing,Amber Patwell, as well, every step of the way.
My lawyer thought it was a great idea. My name isn't on anything,I know better! Again, never my intention. I actually, told the bank your email and cell phone number.
If you want, it is ready for you to be "joint" if you want. They know.

Also, The H.O. A. letter is on this email too.
Mom did say, She may not remember the roads, and on more than 1 occasion said something about the B.O.A., she banked there years ago. 40 checks are on the way. She is very happy it's down the street!
Loujina(Lou) Bell-Relationship Banker St. Andrew's Financial Center
21060 St. Andrews Blvd.
Boca Raton, Fl.
33433
561-447-4076 X-4
loudjina.bell@bofa.com

----- Forwarded message -----

From: Eliot Bernstein <iviewit@gmail.com>
Date: Tue, Jul 18, 2023 at 7:15 PM
Subject: Patty docs
To: Patty Sahm <patty.sahm@gmail.com>

EXHIBIT H

Eliot Ivan Bernstein

YouTube Inventor Scapegoated by Big Law

and Courts for Decades Now Protected by

NY Law Offices of Lalit K. Jain Esq. helping

All Courts to Self-lift the Self-inflicted

Baby Bastard Curse ("BBC")

Iviewit Holdings, Inc. – DE

2753 N.W. 34th St.

Boca Raton, Florida 33434-3459

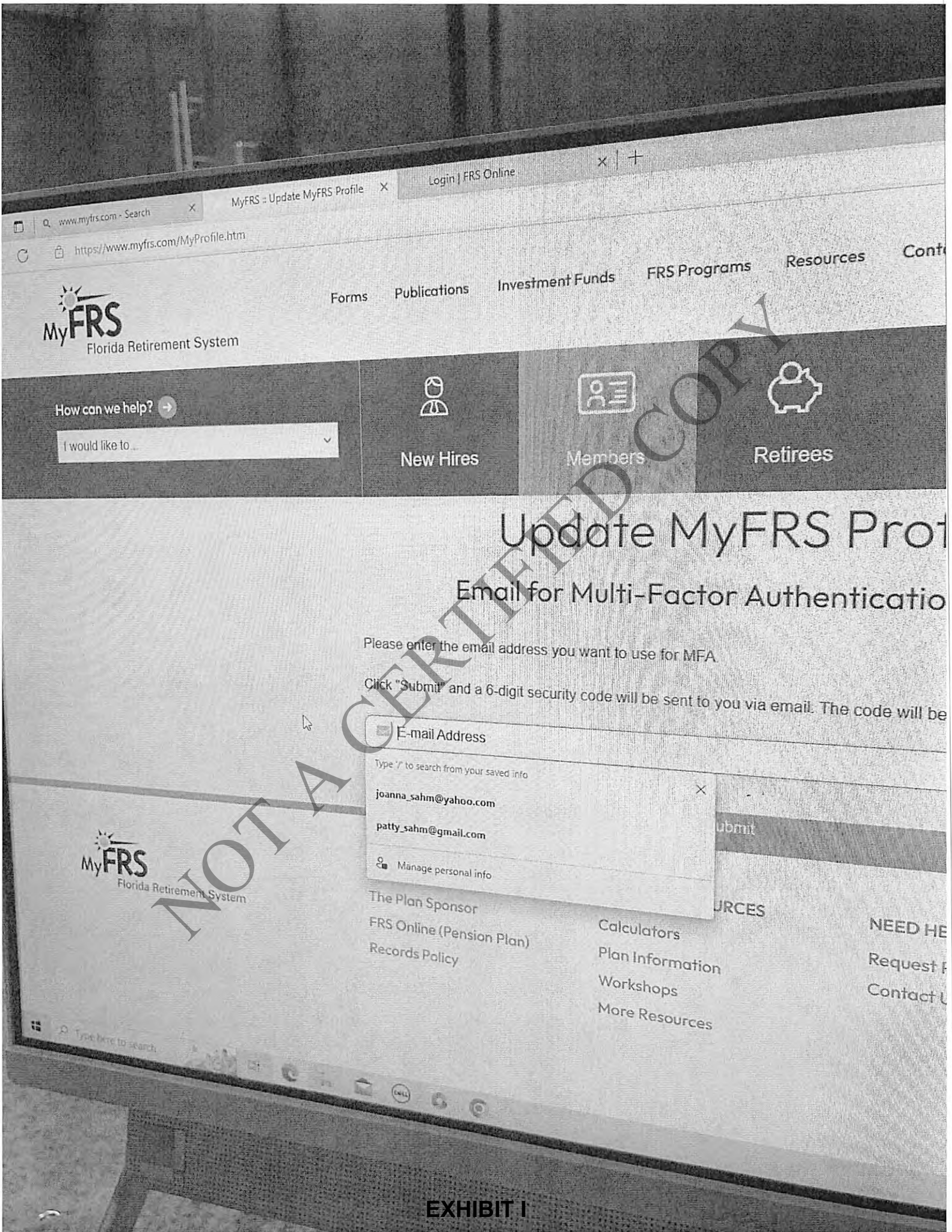
(561) 886.7628 (c)

iviewit@iviewit.tv

<http://www.iviewit.tv>

Please click www.TruthIsPrudence.Com, download, print and use upgraded legal service to help all Courts end the felony crime of scapegoating you and your family.

This e-mail message (and any attachment(s)) is covered by the *Electronic Communications Privacy Act*, 18 U.S.C. §§ 2510-2521, is intended only for the person or entity to whom it is addressed, and is a legally PRIVILEGED and CONFIDENTIAL communication.



Update MyFRS Profile

Email for Multi-Factor Authentication

Please enter the email address you want to use for MFA.
Click "Submit" and a 6-digit security code will be sent to you via email. The code will be...

E-mail Address

Type '/' to search from your saved info

- joanna_sahm@yahoo.com
- patty_sahm@gmail.com

Manage personal info

Submit



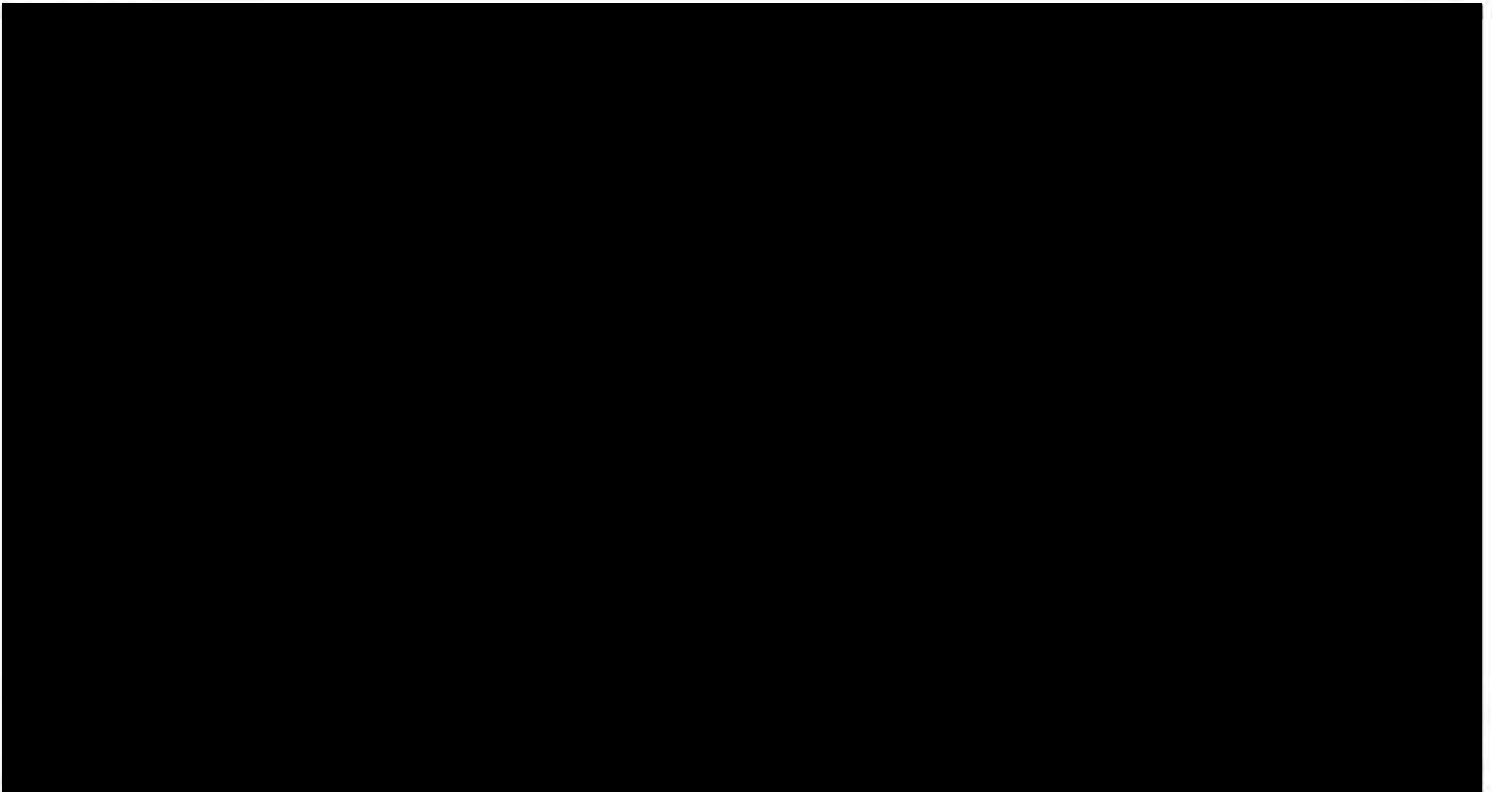
The Plan Sponsor
FRS Online (Pension Plan)
Records Policy

Calculators
Plan Information
Workshops
More Resources

NEED HELP?
Request for
Contact Us



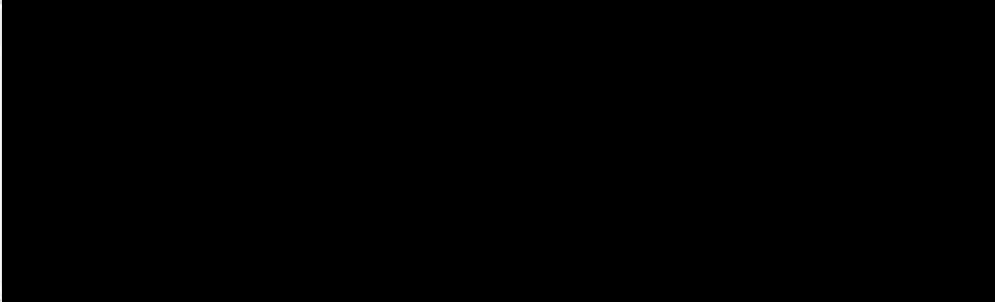
At a glance



NOT A CER



Personal information



Year of birth



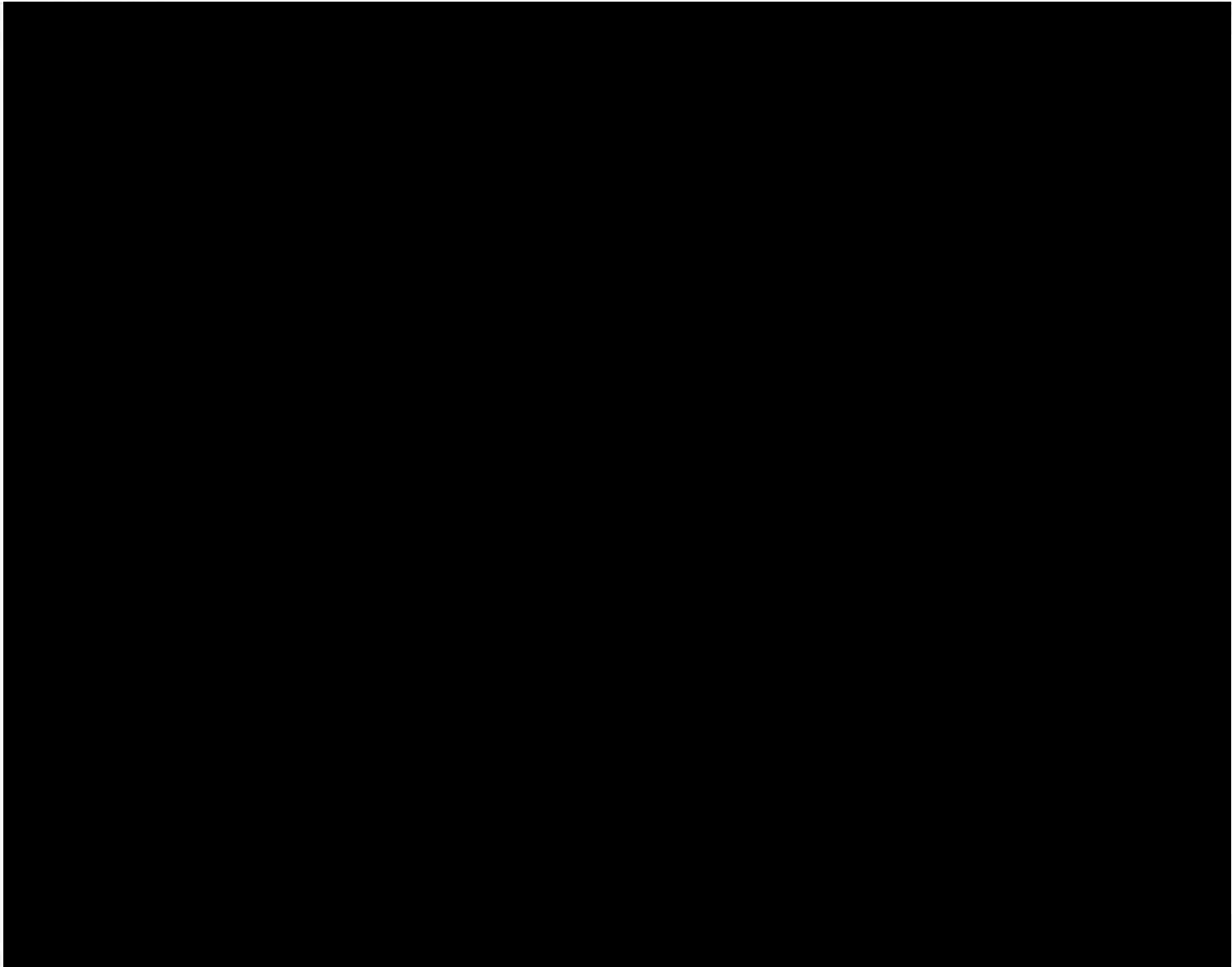
Personal statements

No Statement(s) present at this time

NOT A CERTIFIED COPY

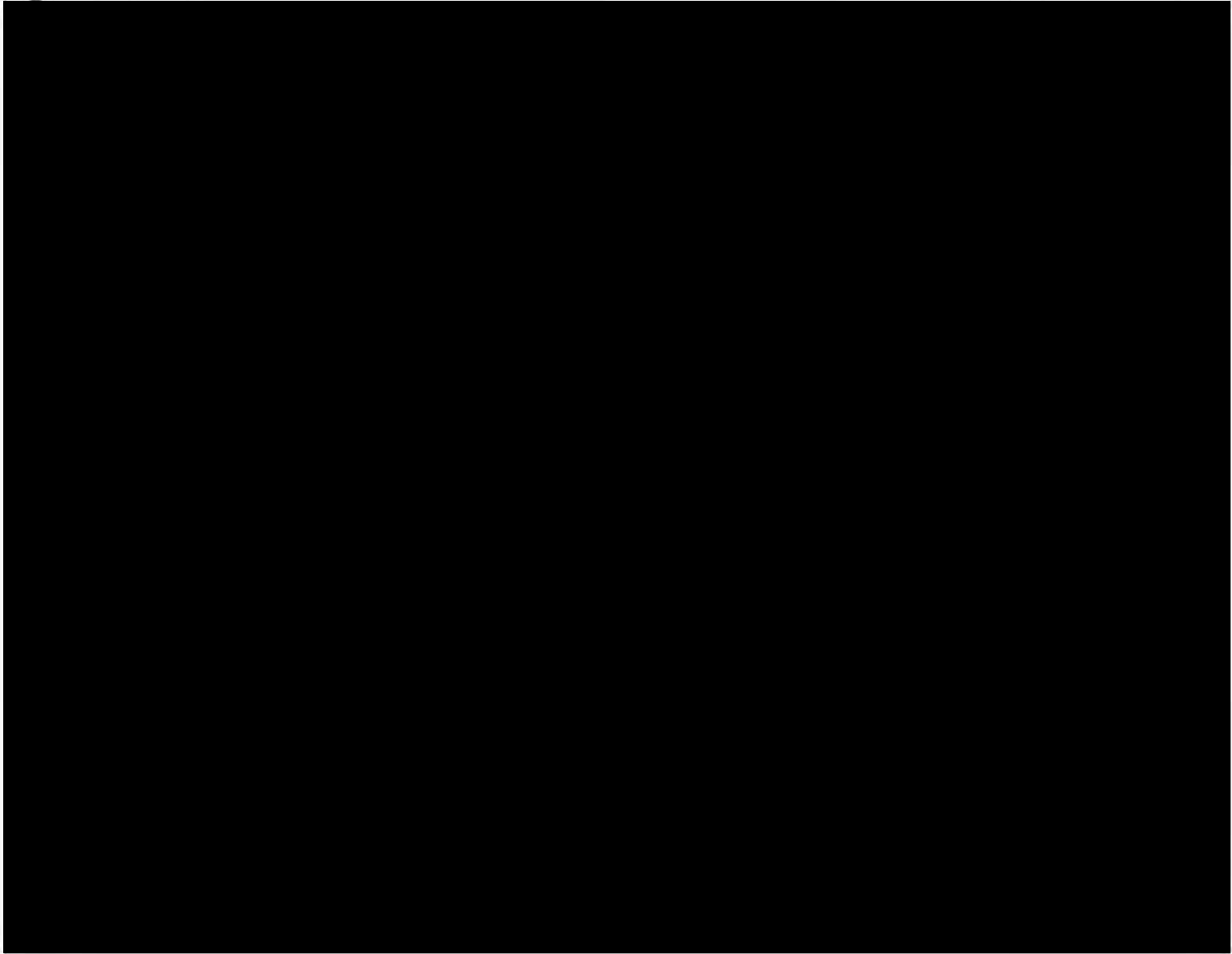


Open accounts

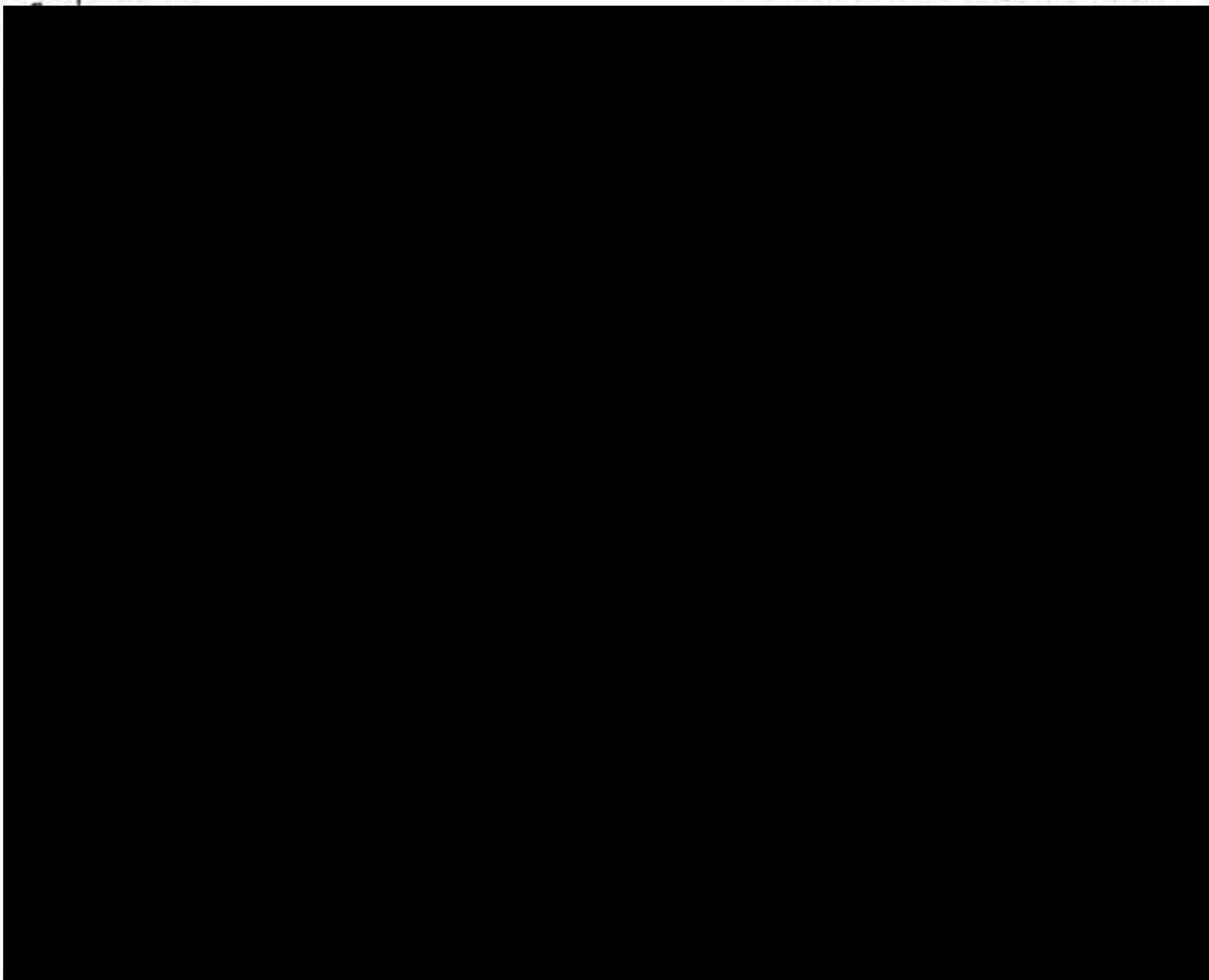


Comments

NOT



NOT A

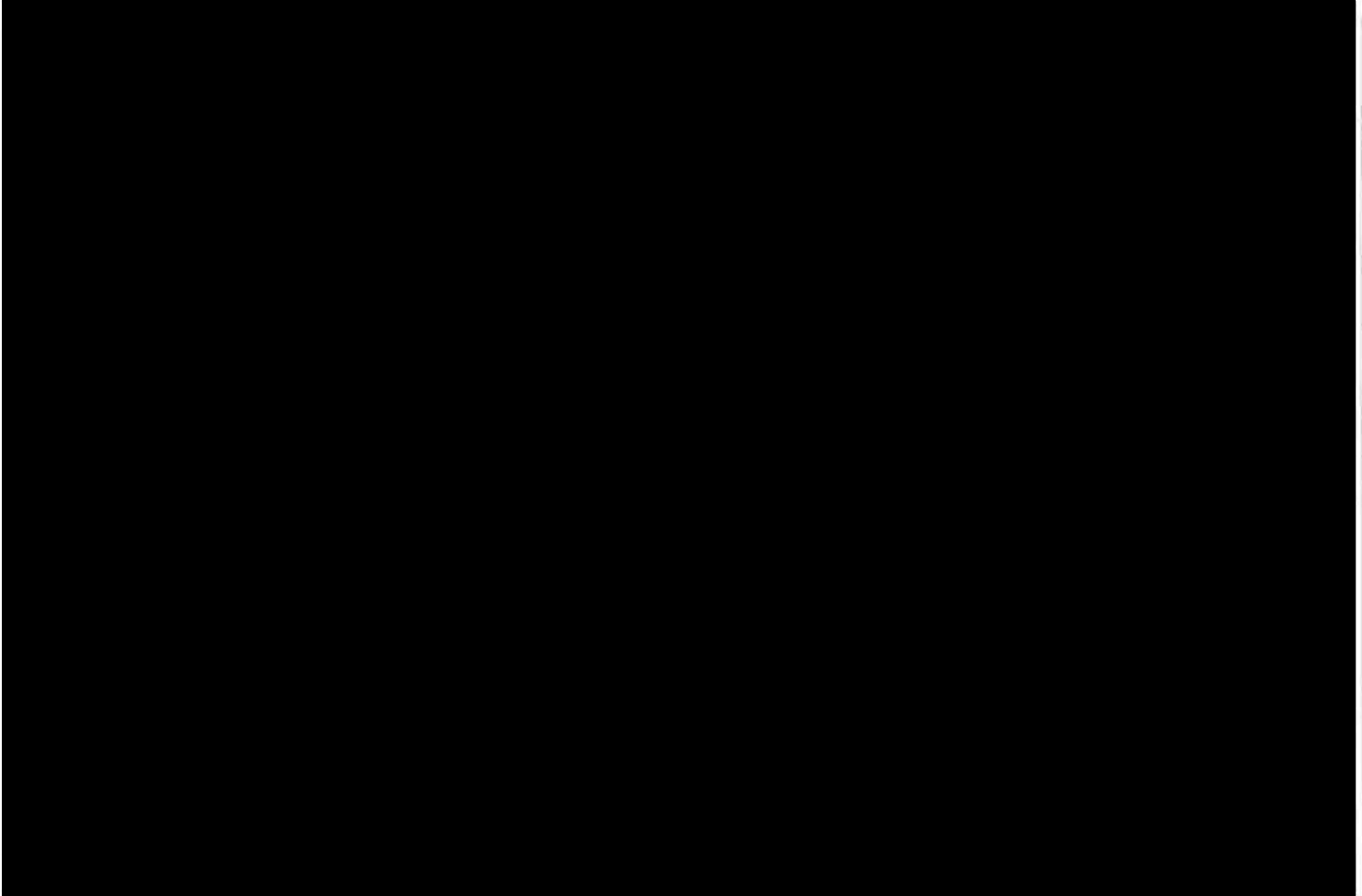


Comments

NOT F



Closed accounts



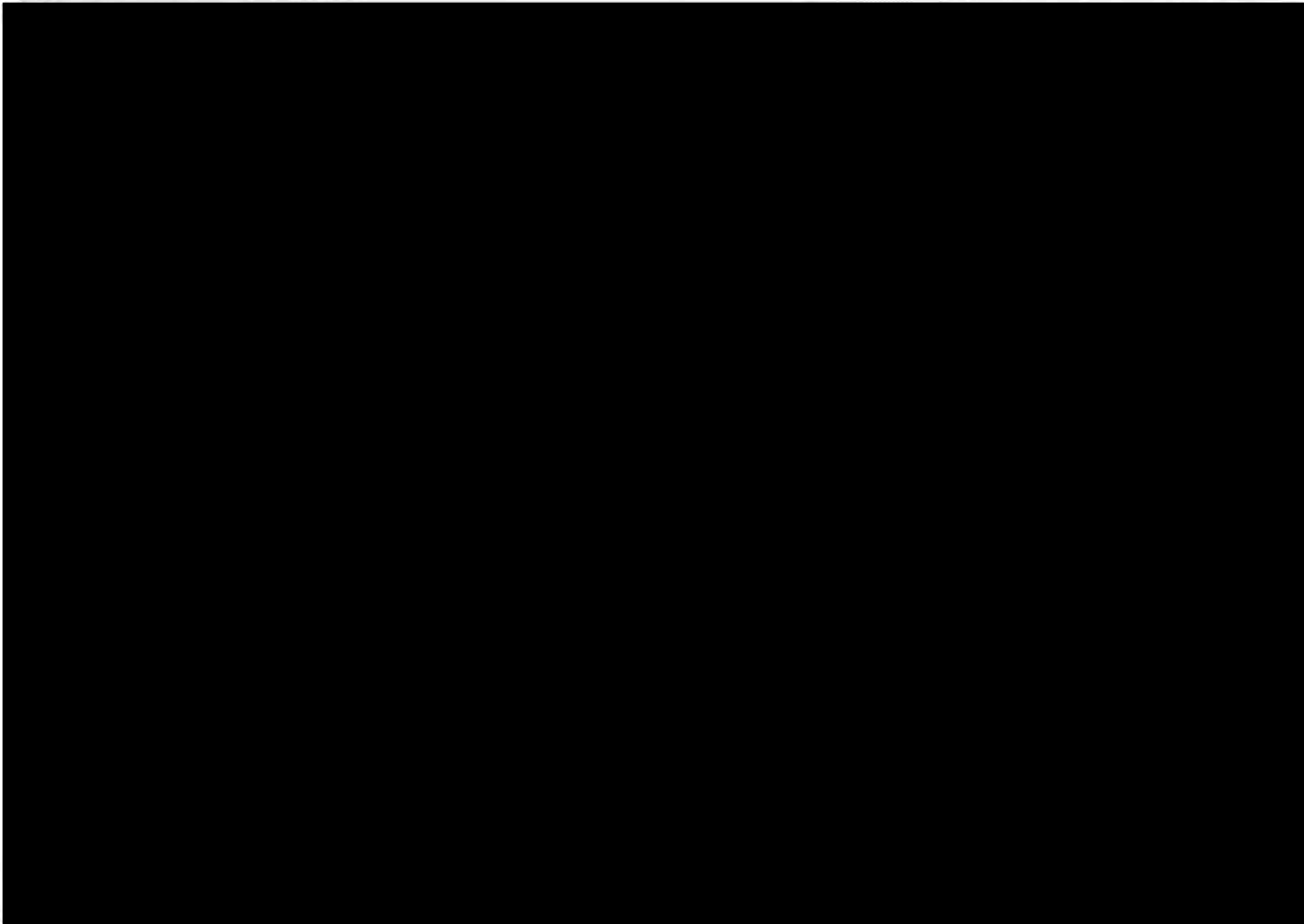
✓ Current / Terms met CLS Closed Data Unavailable

Contact info



Comments

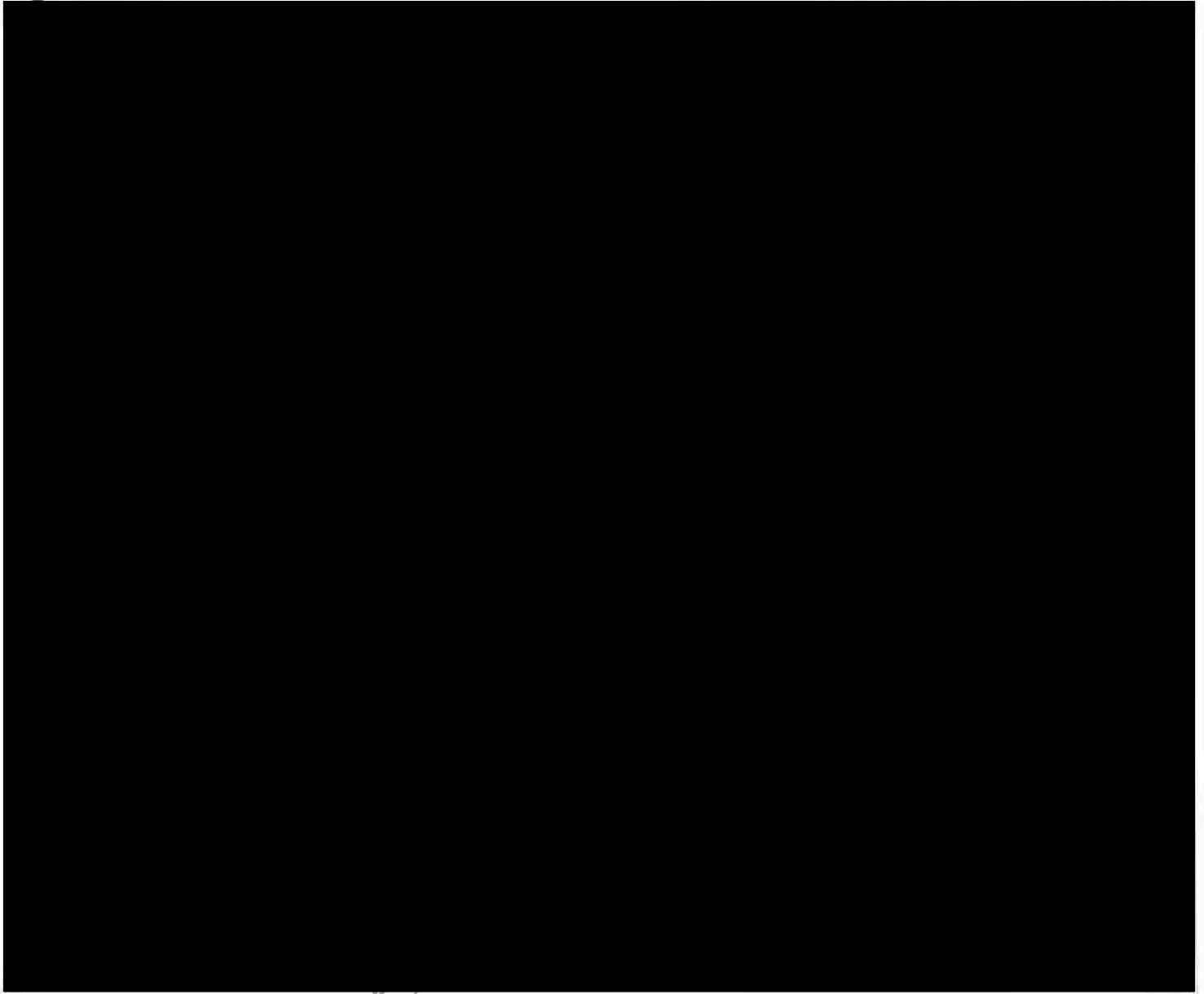
Account closed at credit grantor's request



Comments

Account closed at credit grantor's request

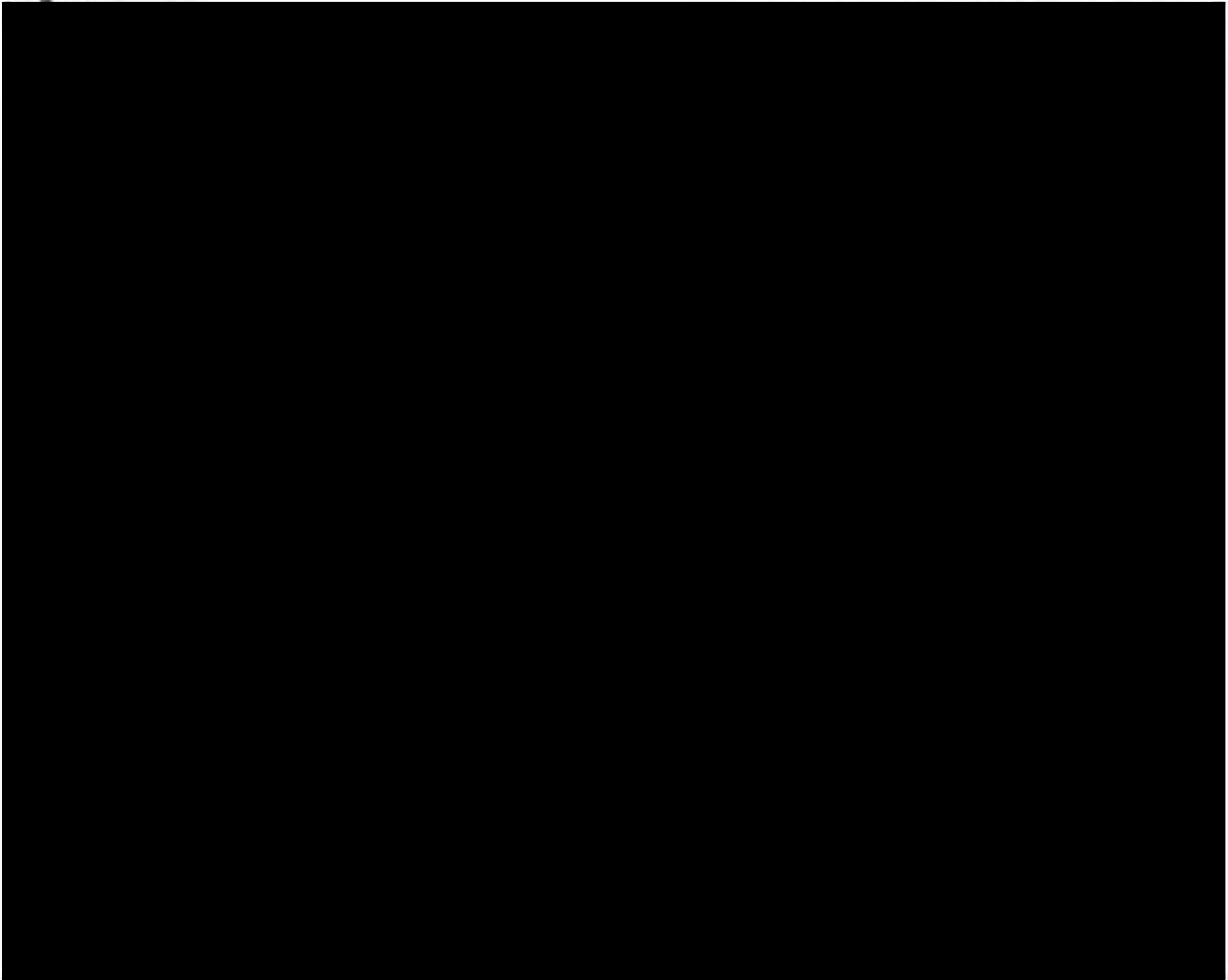
NOT A CL



● Comments

Account closed at credit grantor's request

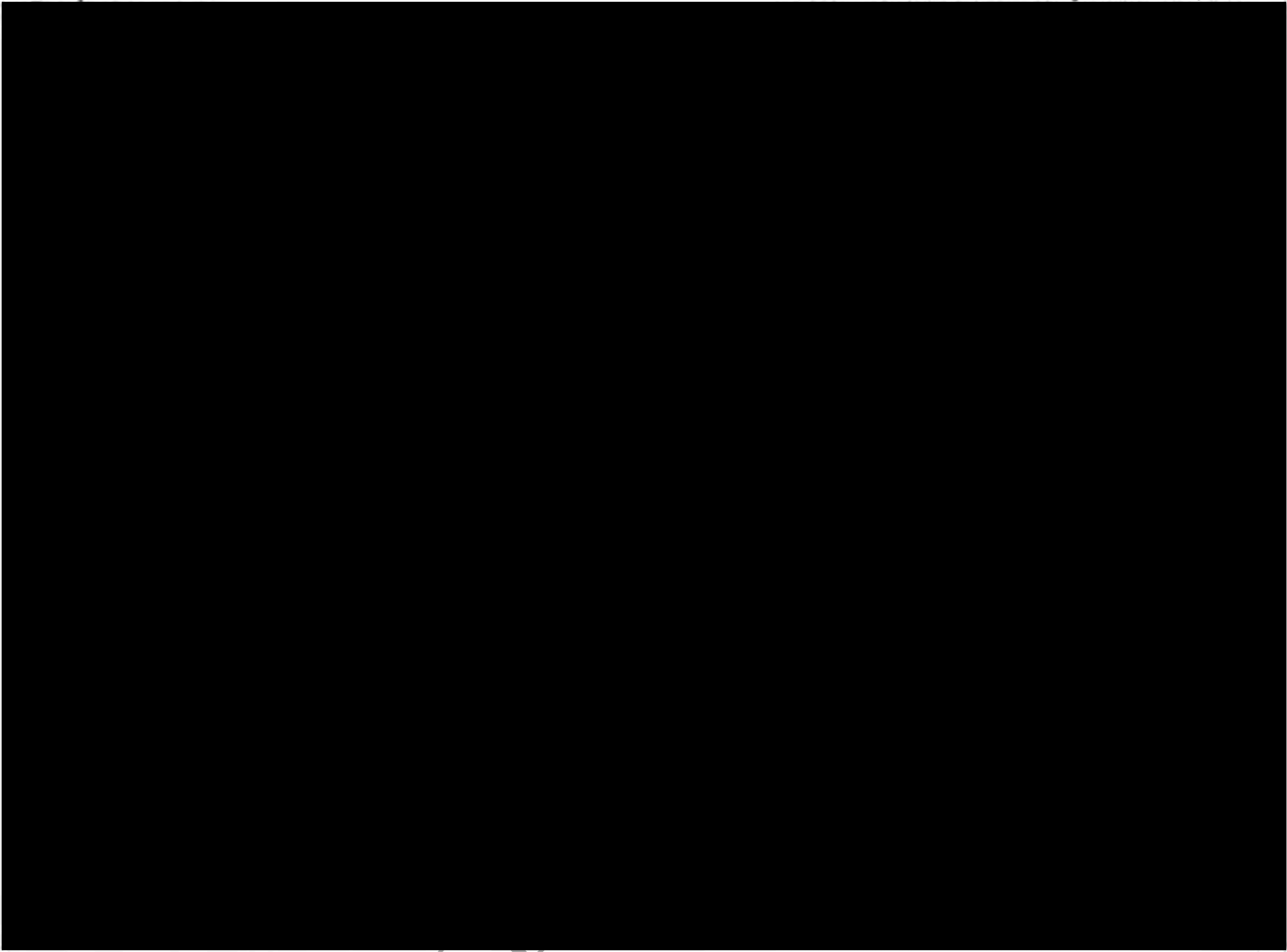
NOTIFIED



Comments

Account closed at credit grantor's request

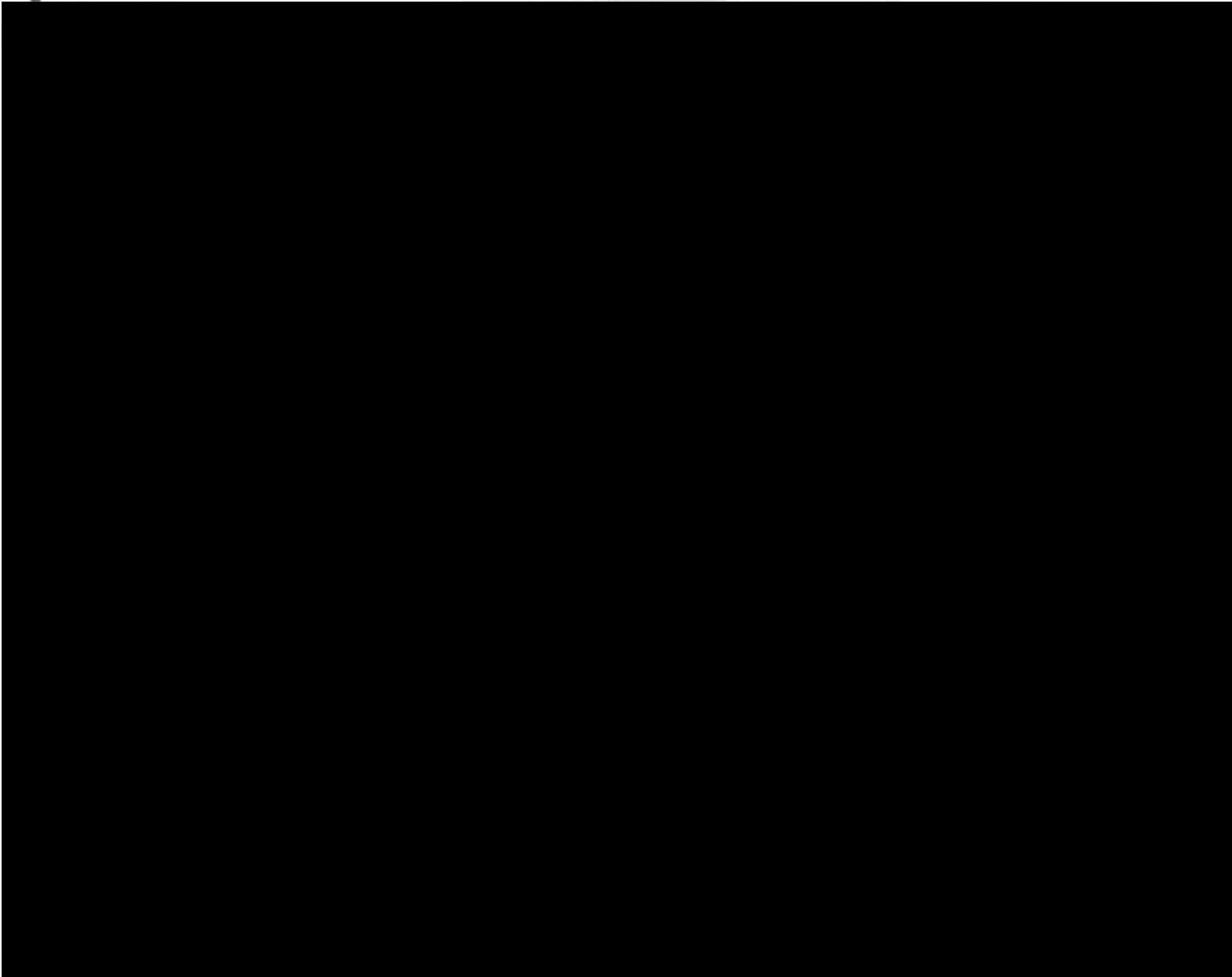
NOTIFIED



● Comments

Account closed at consumer's request

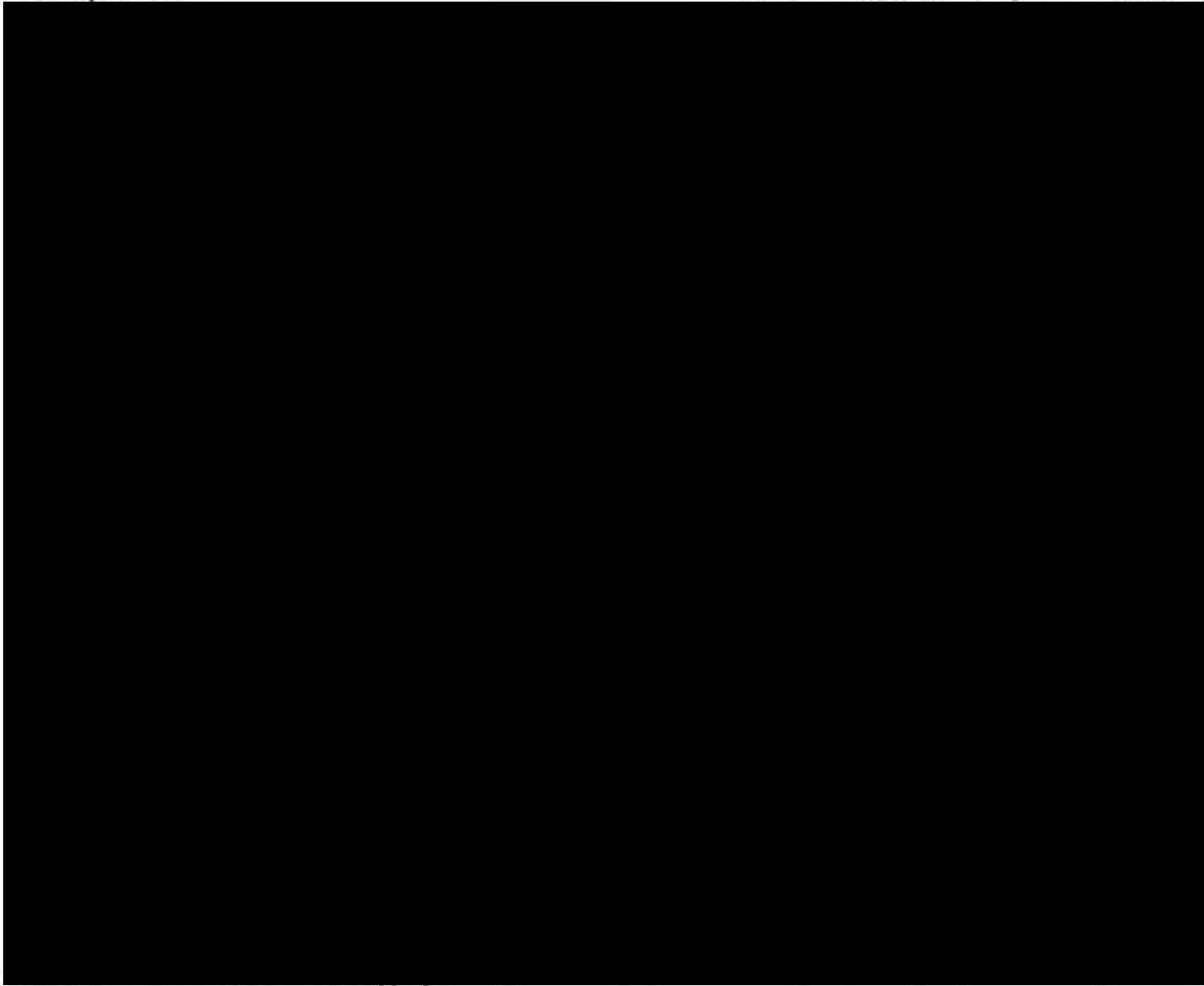
NOT A CREDIT REPORT



Comments

Account closed at consumer's request

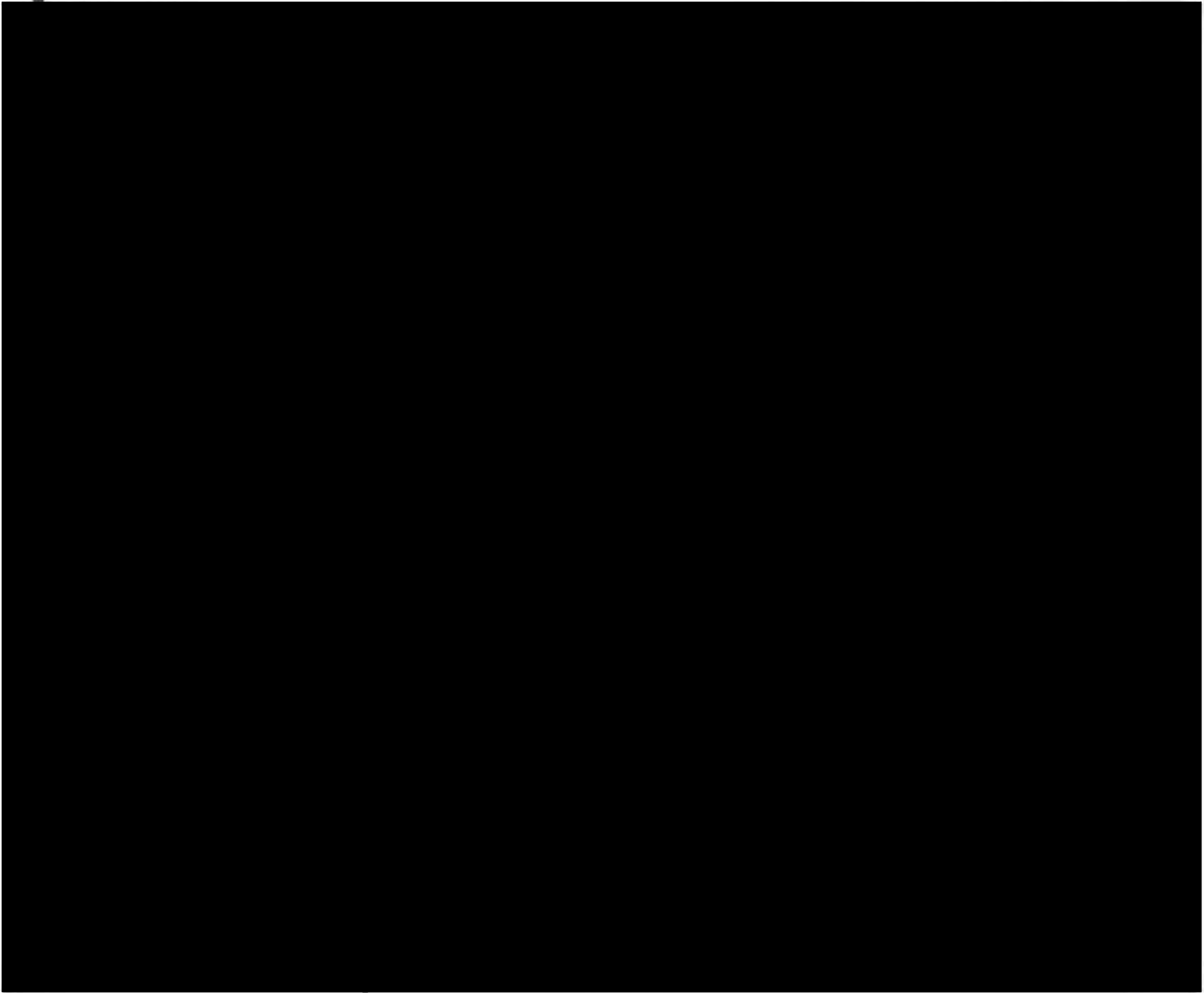
NOT



Comments

Closed due to inactivity

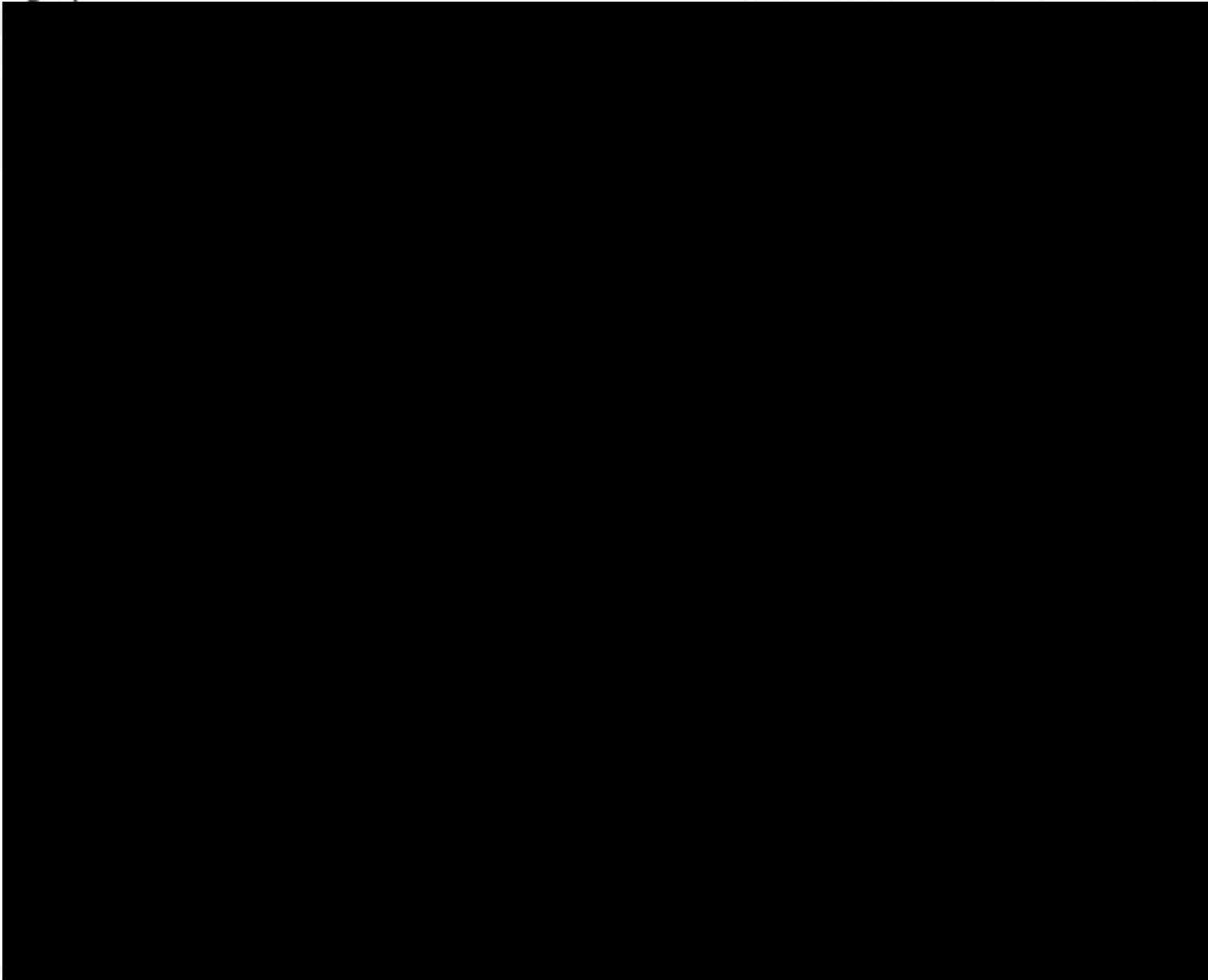
NOT F



Comments

Closed due to inactivity

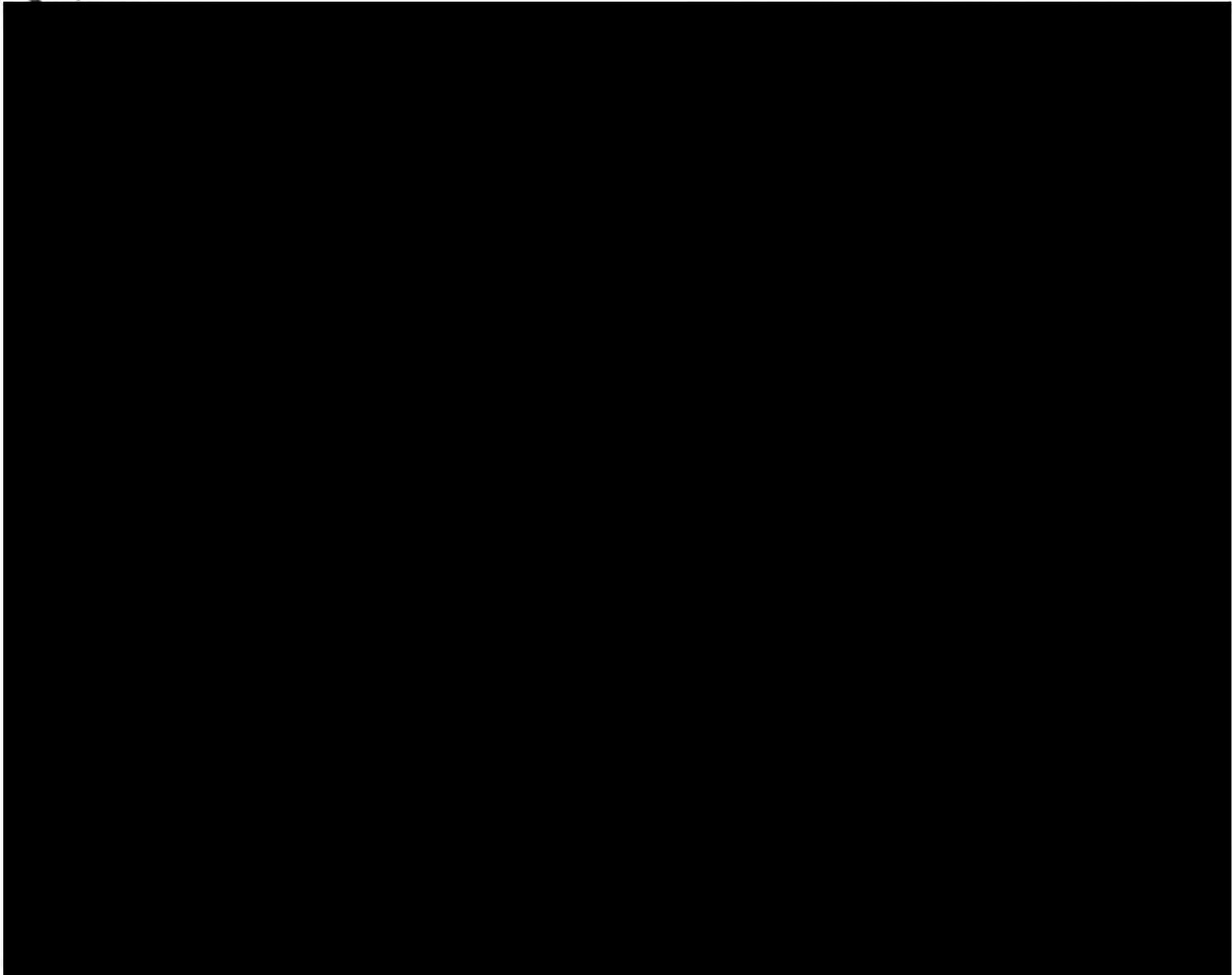
NOT



Comments

Closed due to inactivity

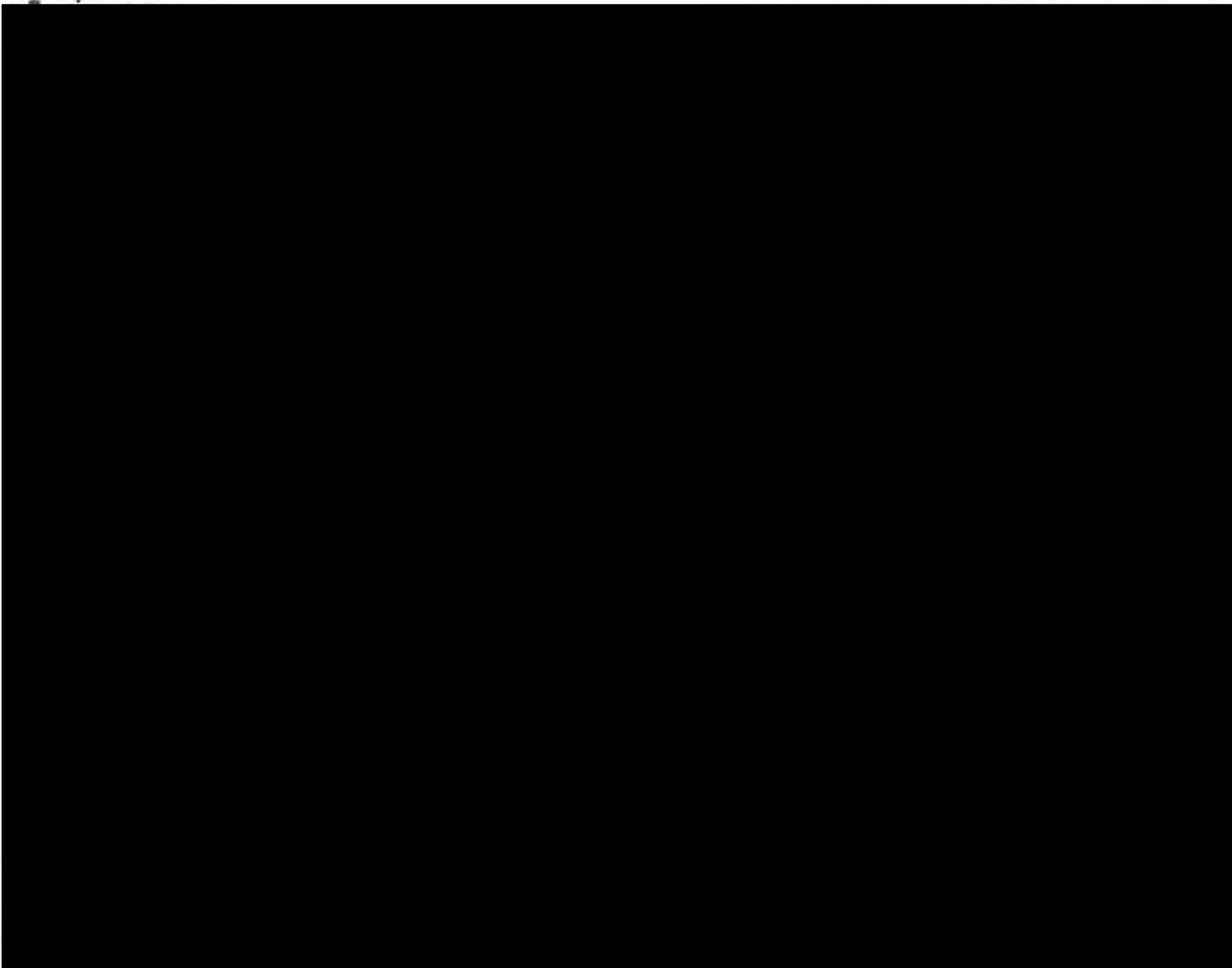
NOT A



Comments

Closed due to inactivity

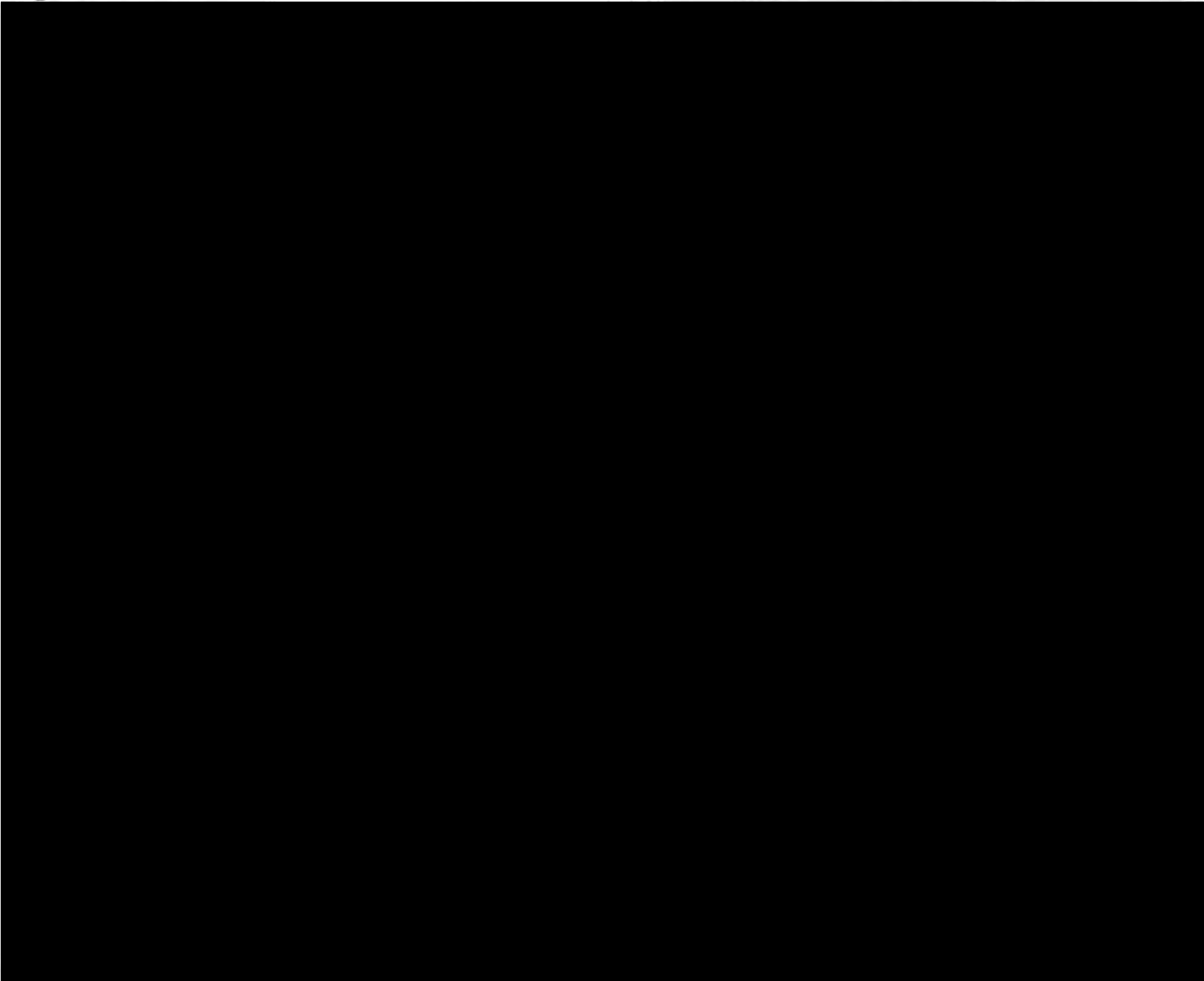
NOT A



Comments

Account closed at consumer's request

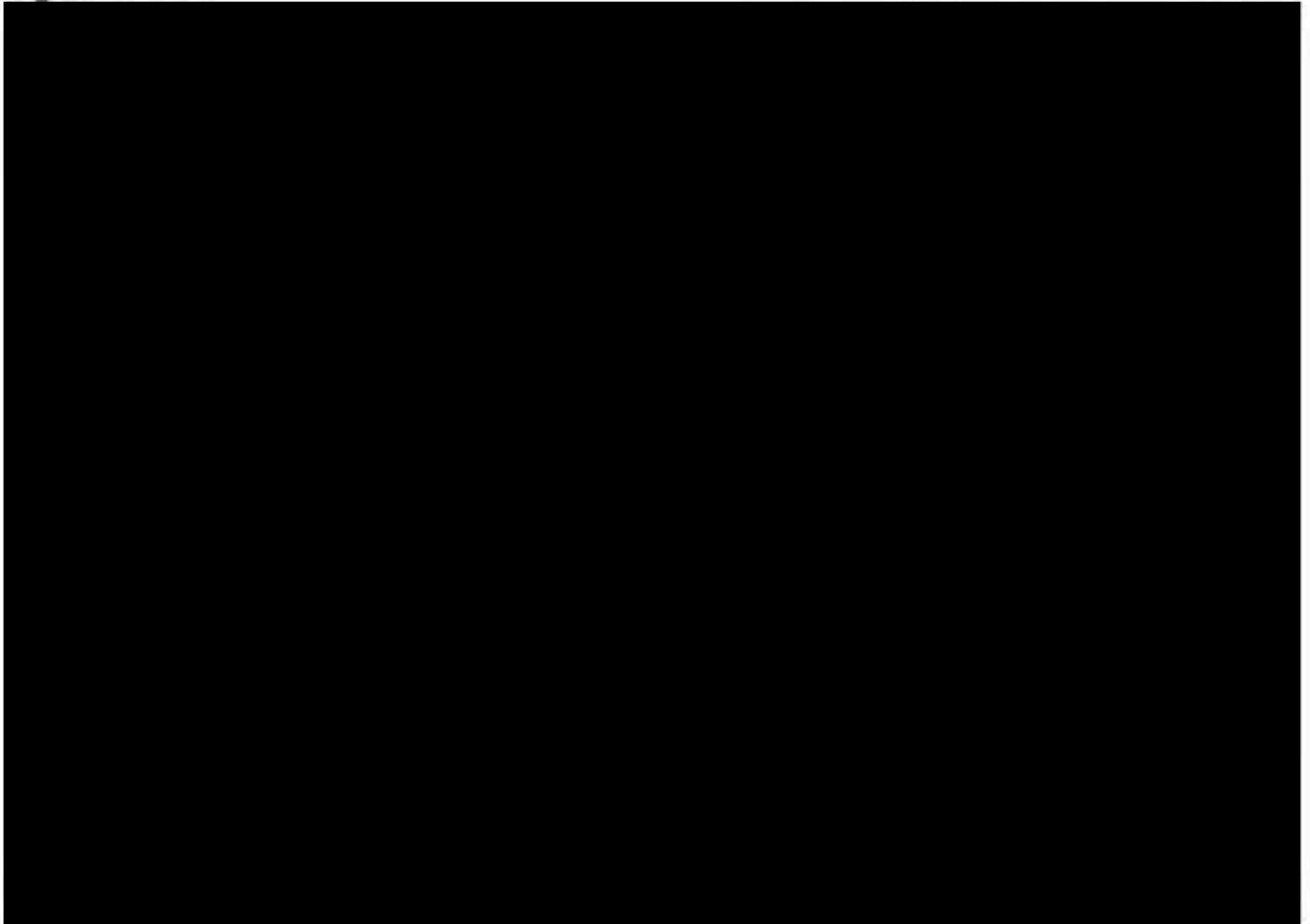
NOT A



Comments

Closed due to inactivity

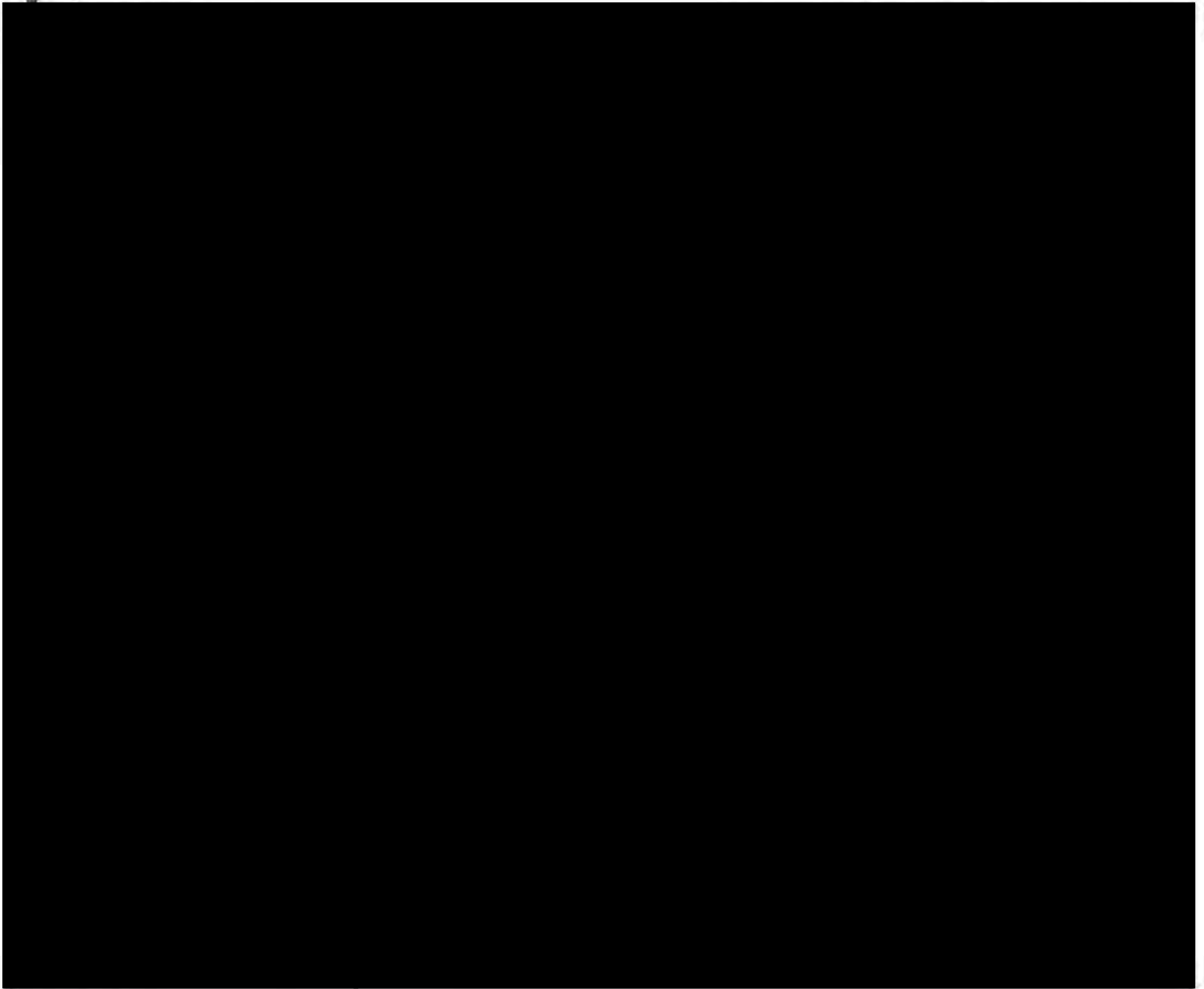
NOT



Comments

Closed due to inactivity

NOT A CE



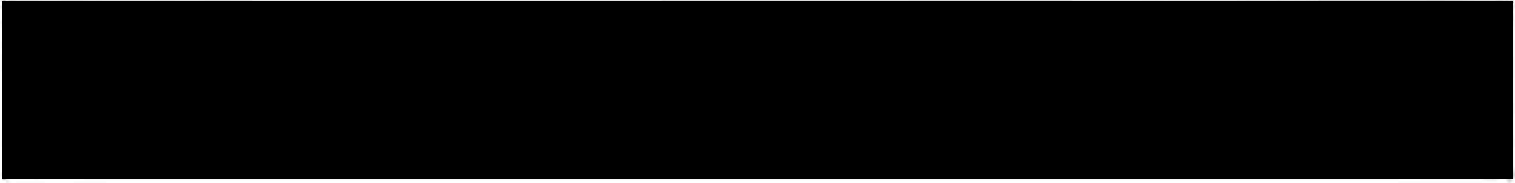
Comments

Account closed at consumer's request

NOT



Collection accounts



NOT A CERTIFIED COPY



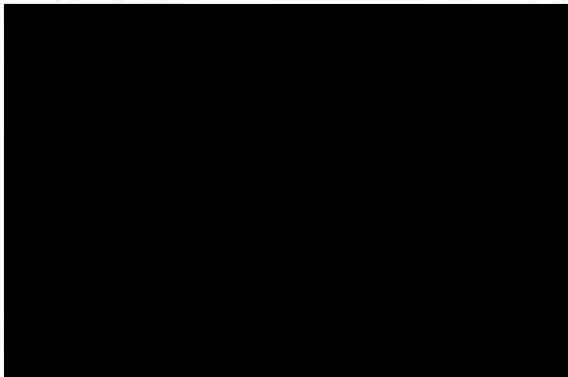
Public records



NOT A CERTIFIED COPY



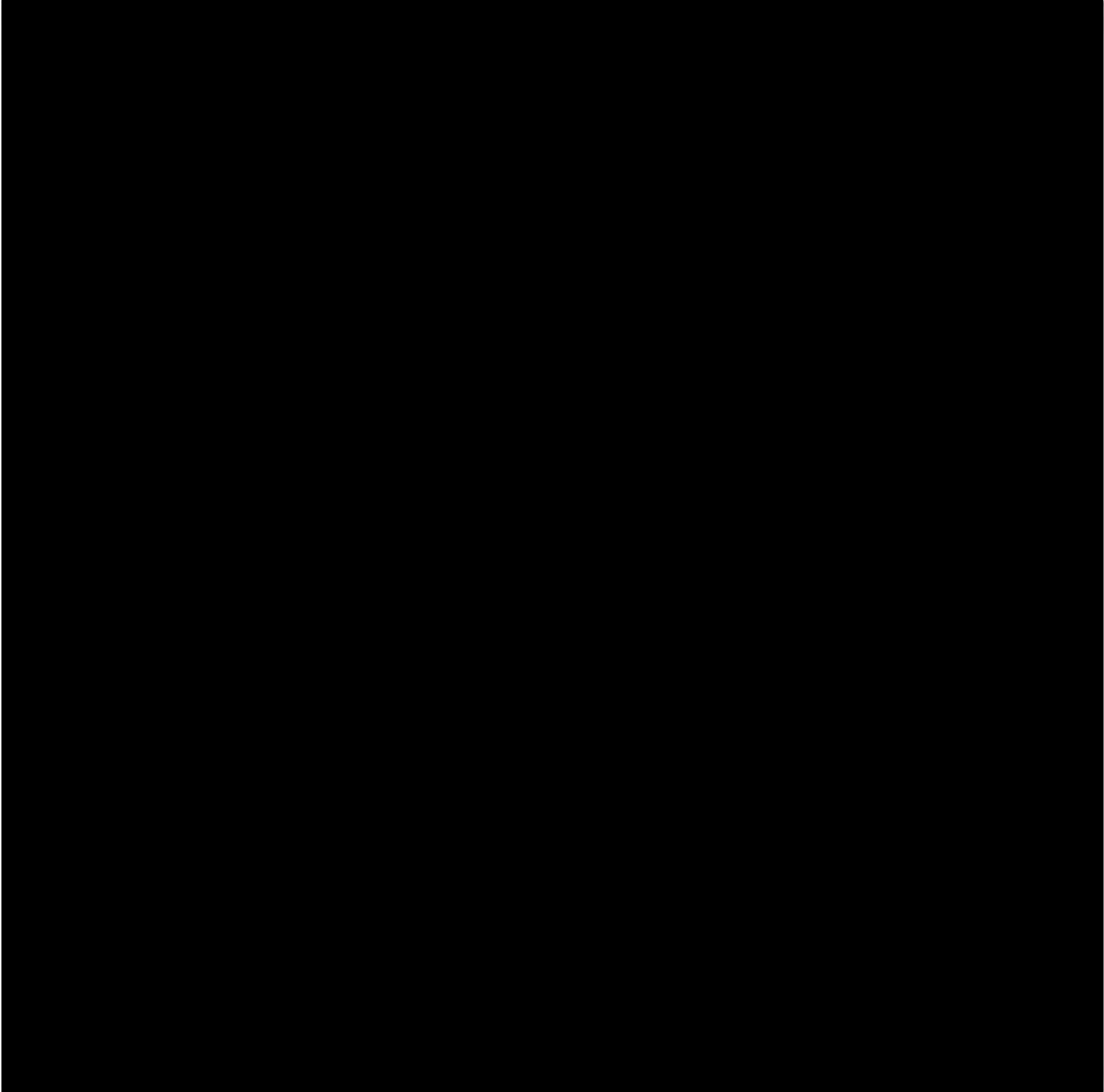
Inquiries



NOT A CERTIFIED COPY



Credit scores



What's hurting

— **Lack of recent non-mortgage loan information**

- You have a lack of recent activity from a non-mortgage installment loan.
- Your credit report shows a \$0 balance on your non-mortgage loans (such as auto or student loans) or a lack of sufficient recent information about your loans. Having a non-mortgage installment loan with no missed payments and a low balance along with other types of credit demonstrates that a person is able to manage a variety of credit types. Having a 0% installment loan balance to loan amount ratio is considered slightly more risky than having a low installment loan ratio.



Disclaimer

About your FICO® Score 8 or other FICO® Scores

Your FICO® Score 8 powered by Experian data is formulated using the information in your credit file at the time it is requested. Many but not all lenders use FICO® Score 8. In addition to the FICO® Score 8, we may offer and provide other base or industry-specific FICO® Scores (such as FICO® Auto Scores and FICO® Bankcard Scores). The other FICO® Scores made available are calculated from versions of the base and industry-specific FICO® Score models.

Base FICO® Scores (including the FICO® Score 8) range from 300 to 850. Industry-specific FICO® Scores range from 250-900. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower FICO® Score indicates to lenders that you may be a higher credit risk. There are many scoring models used in the marketplace. The type of score used, and its associated risk levels, may vary from lender to lender. But regardless of what scoring model is used, they all have one purpose: to summarize your creditworthiness. Keep in mind that your score is just one factor used in the application process. Other factors, such as your annual salary and length of employment, may also be considered by lenders when you apply for a loan.

What this means to you:

Credit scoring can help you understand your overall credit rating and help companies better understand how to serve you. Overall benefits of credit scoring have included faster credit approvals, reduction in human error and bias, consistency, and better terms and rates for American consumers through reduced costs and losses for lenders. Your lender or insurer may use a different FICO® Score than FICO® Score 8 or other base or industry-specific FICO® Scores provided by us, or different scoring models to determine how you score.

NOT A CERTIFIED COPY

IN THE CIRCUIT COURT OF THE FIFTHTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
PROBATE DIVISION

IN RE: GUARDIANSHIP OF

File No. 502023GA000245XXXXMB

PATRICIA A. SAHM,
Ward.

_____ /

CHARLES J. REVARD, as Guardian
of Patricia A. Sahm,
Petitioner,

v.

PATRICIA ANNE SAHM, JR.
Respondent.

_____ /

**AFFIDAVIT OF JOANNA E. SAHM IN SUPPORT OF PETITION FOR INJUNCTION
FOR PROTECTION AGAINST EXPLOITATION OF VULNERABLE ADULT**

BEFORE ME, the undersigned authority, personally appeared, JOANNA E. SAHM, who being first duly sworn, deposes and says:

1. I make this Affidavit with the understanding that it is to be used in the above-styled action. All statements contained herein are within my personal knowledge. I am *sui juris*, over the age of 18, and fully competent to testify to the facts recited herein.

2. Patricia A. Sahm, my mother (“**Patricia**” or “**Mom**”), was married to Walter E. Sahm, my father (“**Walt**” or “**Dad**”) until his death on January 5, 2021.

3. Within their estate planning documents, after first designating one another, each of my parents designated me to act as their attorney-in-fact, health care surrogate and successor Trustee.

4. Following my Dad’s death, pursuant to the various capacities in which my parents had designated me to act, I had to gradually take over my mother’s household finances as well as her medication administration as there was a gradual decline in my Mom’s memory and cognition.

5. As a result, I routinely spoke to my Mom several times a day by phone and would frequently visit with her, in addition to taking her to her medical appointments and to handle her errands.

6. In September 2022, my Mom determined that she wished to relocate, from The Villages, Florida, where she and my Dad had retired in, or about April 2008, to Boca Raton, Florida, where she and my Dad had raised their family, me and my sister, Patricia A. Sahm, Jr. (“Patty”).

7. In anticipation of the move, and in light of her decline, my Mom’s long term care insurance provider, Transamerica, had approved her for round-the-clock, in home care. A true and correct copy of correspondence from Transamerica dated November 22, 2022, approving said plan of care, is attached hereto and marked as **Exhibit A**.

8. In December 2022, Patty, who resides in my Mom’s house in North Carolina, determined she would, for the first time, be visiting my Mom for the winter¹. Accordingly, the initiation of the in home care was put on hold.

9. On January 24, 2023, after having lunch with my Mom at her home, Patty initiated an argument with me over the dogs in the house as I was leaving, which culminated with Patty pulling a gun on my partner and I, threatening to kill us both, before being arrested and charged with assault with a deadly weapon. Case No. 502023CF000747AXXXMB is currently pending before the Felony Division of this Court.

10. Pending the resolution of that proceeding, the Court entered its Agreed Final Judgement for Protection Against Repeat Violence and Agreed Final Judgement for Protection Against Repeat Violence against Patty for my partner and me. Case Nos. 502023DR000716XXXXNB and 502023DR000717XXXXNB.

11. Prior to my Dad’s death, he and my Mom had been involved in a contentious, protracted foreclosure proceeding that had become the bane of his existence. Walter E. Sahm and Patricia A. Sahm v. Bernstein Family Realty, LLC, Case No. 502018CA002317XXXXMB (“Bernstein Foreclosure”). One of the things he asked that I do for my Mom was to see the Bernstein Foreclosure through to the end as he felt that they had taken too much advantage of he and my Mom.

12. On April 13, 2023, at a hearing to discharge the second bankruptcy proceeding initiated² following the final judgment within the Bernstein Foreclosure to delay the judicial sale, the Defendants filed an emergency Motion which included allegations that I was taking advantage of my Mom and presented the Court with a form Florida Power of Attorney Revocation signed by

¹ Historically, Patty would only stop by my to see my parents in The Villages on her way to/from Boca Raton, Florida, where she would visit friends for several weeks or months each year.

² In Re Bernstein Family Realty, LLC, Case No. 22-13009-EPK and In Re Eliot Ivan Bernstein, Case No. 23-12630-PDR.

my Mom on March 28, 2023. A true and correct copy of such Revocation is attached hereto and marked as **Exhibit B**.

13. As my Mom had not been previously acquainted with the Defendants nor personally participated within the Bernstein Foreclosure, this was shocking to me.

14. In speaking to my Mom afterwards, she had no recollection of having signed any such document nor did she indicate that she no longer wanted me to act on her behalf.

15. From that date forward, has been a complete nightmare, with my sister, Patty at the helm.

16. On April 14, 2023, I had plans to meet my Mom outside of her home (due to the Injunctions, I cannot go to my Mom's home and was required to make arrangements through a third party, Julia Jones, to do so. See Exhibit B.

a. After I met my Mom, I noted we were being followed by a car containing Michele Wepner, the wife of one of my cousins. As the only person other than my Mom and I who knew of our plans was my sister, Patty; I presumed that Patty had sent Michele to follow us.

b. After I spoke to Officer Gary Desir, of the Boca Raton Police Department, who happened to be in the parking lot, Michele Wepner drove off; returning shortly thereafter, joined by a second car containing Eliot Bernstein and Candace Bernstein, the judgment debtors within the Bernstein Foreclosure.

c. Michele Wepner and the Bernsteins' also spoke to Officer Desir and my Mom and I then left, without anyone following us, to find someplace to have lunch.

17. On April 15, 2023, I contacted Tammy Rivera, a Victim Advocate with the Office of the State Attorney, advising her that the intermediary within the Injunction refused to coordinate a time for me to see my mother and to request assistance. No action was taken.

18. On April 17, 2023, when I called my Mom to remind her of her medications, my calls could not go through; by chance, I was able to speak to my Mom as she had called me to go out to lunch later that day.

a. At lunch, we tested the phones and I still could not call. As my Mom has an older flip phone that neither of us could figure out, we went to the AT&T store, who advised that my number had been blocked on my Mom's phone before removing the block.

b. There was an issue with the A/C at my Mom's house³ and I scheduled a service call for same. As my sister was in the home, I had to call the Boca

³ I am Trustee of Patricia A. Sahm Revocable Trust, which owns the house.

Police Department to meet me at the house so that I speak to the serviceperson and pay them for the call. The responding officers noted that they cannot keep coming to my Mom's house because of the injunction as it diverts their time from serious emergencies.

- c. Concerned for my Mom, in light of the Revocation and feeling I had no alternative, I initiated these guardianship proceedings.

19. On April 19, 2023, I was contacted by Robert Sweetapple, Esq., who had been representing my parents in the Bernstein Foreclosure. Mr. Sweetapple advised that he had just received a strange written statement from my Mom, that he was concerned as to her competency and had an obligation to advise the Court of the same.

20. On April 20, 2023, I emailed Chloe Leedom, Assistant State Attorney for the State in Patty's felony proceeding, to express my concerns about my Mom's safety, particularly given that Patty was actively isolating me from my Mom. A true and correct copy of my email is attached hereto and marked as **Exhibit C**. I received a message advising me to file a notice of violation of the restraining order, which I did.

21. On April 24, 2023, I contacted both the Victim Advocate and Assistant State Attorney to advise:

- a. that my Mom had called me that day, distressed, asking her to come take her away from her house as she was confused and unsure of what people were telling her.
- b. My efforts to coordinate a visit to my Mom through Julia Jones was rebuffed;
- c. That I had tried 21 times to call my Mom back and could not get through.
- d. I shared that I was deeply worried about my Mom and that Patty appeared to be exploiting her with regard to the Bernstein Foreclosure.

A true and correct copy of said email is attached hereto as **Exhibit D**. No action was taken.

22. On April 24, 2023, I spoke to my Mom by telephone

- a. She was asking questions about her Will, stating that she did not remember if she had one.
- b. She was also angry with me for having taken the guns from her house;
- c. She was missing a check for \$569 and asked if I had seen it. I reminded her that I had not been able to see her in over two weeks because of the restraining order. In reviewing my Mom's account, the check was never deposited and I believe it was likely cashed by Patty, as they have the same name.

23. On April 27, 2023, after being unable to contact my Mom for several days, I had to resort to asking Laura Burkhalter, the Court Appointed Attorney for my Mom, to enlist her assistance in finding out if my Mom recalled/would be attending upcoming medical appointments.

24. On May 5, 2023, the Examining Committee conducted their examinations of my mom; their reports unanimously found that my Mom required a limited guardianship.

25. On, or about, May 14, 2023, I spoke to my Mom who had received a number of papers from the Court and didn't understand what it was or why my name was on it. She was concerned that I was trying to "put her away in an institution."

26. At the hearing before the Court on May 23, 2023, my Mom appeared by Zoom and was seated next to my sister; the Court had to repeatedly stop the proceedings to instruct Patty not to pass notes to or whisper answers to our Mom.

- a. That incapacity hearing was further attended by the judgment debtors within the Bernstein Foreclosure, Bernstein Family Realty, LLC, and Kevin C. Hall, who claims to be a mediator within the Bernstein Foreclosure.
- b. At the hearing, my Mom was asked about what medications she takes and she couldn't say, but implied that Patty was helping her.

27. On May 24, 2023:

- a. I was contacted by Robert Sweetapple, Esq., who advised that there was now a purported settlement of the Bernstein Foreclosure, for less than half of what is owed,
- b. I asked my Mom about the settlement; she had no idea what I was talking about and asked why I did not help her.

28. On May 25, 2023, I received a series of disturbing texts from Kevin Hall:

- a. "the details of what Amber, Inger, Eliot and Candice pulled on your mom the night before the hearing was very disturbing."
- b. "if you use my name on this, Patty will pounce."
- c. Confessing to having initiated contact with Patty; and
- d. Noting that on more than a few occasions, Patty wasn't letting my Mom speak for herself.

A true and correct copy of the text messages are attached hereto and marked as **Exhibit E**.

29. On May 26, 2023, I discovered that the online access for my Mom's Chase Freedom credit card, to which she had added me so that I might monitor her account and pay the bill, had been changed; the credit card company confirmed that same were now in Patty's name.

30. On May 27, 2023, I spoke to my Mom by phone and she asked to make plans with me as I had not seen her, at this point, in over six weeks.

- a. We planned to take a walk on May 30, 2023 and my mom wrote the date/place where we would meet down so as not to forget.
- b. During our call, she commented that moving to Boca had been a mistake, that it had been a strange few month.
- c. She randomly apologized for hurting me and thanked me for my help after Dad died.

31. On May 28, 2023, all calls to my Mom went to voicemail and it appeared her phone was turned off.

32. On May 29, 2023

- a. at 7:05 p.m., I received an unsolicited text from my cousin, Michael Wepner, advising that my Mom wouldn't be able to see me as planned, stating she wasn't feeling well and her phone wasn't working. A true and correct copy of such text is attached hereto as **Exhibit F**.
- b. I took a chance and tried my Mom's cell at 8:45 p.m. and she answered. When we spoke, she had no knowledge of being sick or having asked my cousin to cancel are plans and rescheduled our walk.

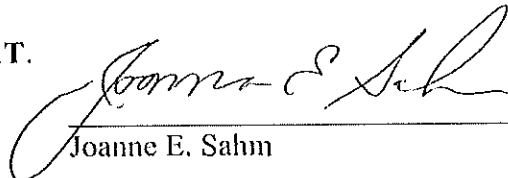
33. On May 30, 2023, I received a voicemail from my Mom, cancelling our plans, stating she is sick, that her attorney said she cannot see me and accused me of stealing from her. This was devastating as I've never done anything but try to help my Mom and honor the plans she and my father made.

34. On June 30, 2023, I discovered that my Mom's Chase Freedom credit card, that she has had since 1997 and which my Mom used for groceries, gas and daily expenses, had been closed.

35. I would not be able to see my Mom again until July 14, 2023, when Charlie came to visit her following his appointment as her limited guardian.

36. In providing information to facilitate the preparation of the Petition for Injunction for Protection Against Exploitation of Vulnerable Adult, I determined that my Mom's medications were not filled during the months of April, May and June 2023.

FURTHER AFFIANT SAYETH NAUGHT.



Joanne E. Sahn

SWORN TO AND SUBSCRIBED before me, by means of physical presence or online notarization this 24 day of July ____, 2023 by Joanna E. Sahm who is () personally known to me or () has produced _____ as identification.

Eileen T. O'Malley
(Signature of notary public)

(Typed name of notary public)
State of Florida
My Commission Expires: _____
Commission Number: _____



NOT A CERTIFIED COPY



Home Office: Cedar Rapids, Iowa
Long Term Care Division
P.O. Box 159
Cedar Rapids, IA 52406
Telephone: (866) 745-3545 Fax: (866) 630-7502

Anne P Sahn
1502 Wresh Way
The Villages, FL 321627172

November 10, 2022

Re: Policy/Certificate Number: [REDACTED]
Claim Number: [REDACTED]
Claimant: Anne P Sahn

Dear Anne P Sahn:

We're pleased to inform you that you and Boca Home Care Services meet the eligibility requirements of this long term care policy. The Home Health Care Benefit available under the policy has been approved based on the inability to perform the minimum required number of Activities of Daily Living as specified in the policy. Please refer to the policy for any applicable elimination period.

Plan of Care

We've enclosed the approved Plan of Care for this claim. Please review the plan carefully and let us know right away if you have questions or concerns. Keep in mind that this claim is only approved for providers and services specified in the Summary of Covered Services, as shown in the Plan of Care. Providers and services that aren't specified in the summary won't be covered and won't apply to any elimination period. If your care needs change, please let us know as soon as possible so that we can update the Plan of Care.

Claim Approval Period

The approval period for this claim begins on October 12, 2022 and will end on May 10, 2023, or earlier, if eligibility requirements are no longer satisfied. During the approval period, we may evaluate your care needs again to determine ongoing eligibility and to update the Plan of Care. We'll let you know if we need to re-evaluate care needs. If at any time the policy's eligibility requirements are no longer met, the claim will be closed as of that date and benefits will cease.

Itemized Billing Statements

To prevent delays in receiving benefits, be sure to send a complete itemized billing statement to our office. The itemized billing statement must include the policy number, your name, the dates of care, the type of care, the charges for the care, and the provider information. **Each itemized billing statement should be sent to us after care has been received as benefit payments cannot be made before services have been rendered.**

For example, if home care is received from October 31 to November 7, the itemized billing statement cannot be sent until November 8.

Summary of Covered Services

Applicable to Episode of Benefit from 10-12-2022 to 05-10-2023

Any services or care expenses not listed as covered on this Plan of Care cannot be considered for coverage under your plan of benefits.

Care Information Provider #1

Dates From: 10-12-2022 To: 05-10-2023

Provider Name Boca Home Care Services

Address 4700 Nw 2nd Ave Suite 400
Boca Raton, FL 33431

Phone (561) 989-0611

Benefit Approved & Service to be Provided Home Health Care Benefit & assistance with Bathing, Dressing and Transferring

Approved Frequency of Service 24/7

Amount eligible for coverage under your plan: Any amount considered for reimbursement cannot exceed Approved Frequency of Service as noted above, nor can it exceed your maximum benefit amount. You must also have met the Elimination Period before any request for reimbursement can be considered.

Amount not eligible for coverage under your plan: Any amount during your Elimination Period, any amount exceeding your daily or monthly benefit amount limit, and any amount exceeding the Approved Frequency of Service as noted above.

NOT A CERTIFIED COPY



0802-02-03-00000-1-0000-00000000

Summary of NON-Covered Services

Applicable to Episode of Benefit from 10-12-2022 to 05-10-2023

Services listed in this section are NOT covered under your plan of benefits, but have been identified as an appropriate part of the comprehensive Plan of Care designed to meet your needs.

Persons participating in the Plan of Care development

Name: Joanne Sahn

Relationship: Daughter

Comments:

Plan of Care developed by: Karen Rosas

Plan of Care completion date: November 10, 2022

Transamerica Life Insurance Company

Phone: (866) 745-3545

Fax: (866) 630-7502

NOT A CERTIFIED COPY



FLORIDA POWER OF ATTORNEY REVOCATION

Use of this form is for the power of attorney of:

- Health Care Powers

- Financial Powers

- Other: any and all Powers of Attorney

I, Patricia A. Sahn, hereby immediately revoke those portions covering decisions of the document titled Power of Attorney, that I previously executed on the ___ of December, 2021 which appointed Joanna E. Sahn as my agent and Joanna E. Sahn as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 28 of MARCH, 2023.

Signature of Principal Patricia Sahn

Print Name Patricia A. Sahn

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.



We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Aracely Abraham
Witness's Signature

10108 County brook rd Boca Raton 33428
Address

Marie M. Laplante
Witness's Signature

MARIE M. LAPLANTE
1600 NW 2ND AVE Suite 20
BOCA RATON, FL 33432

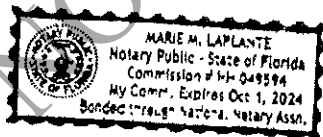
NOTARY ACKNOWLEDGMENT

[State of Florida

County of PALM BEACH]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28TH (numeric date) day of MARCH (month), 2023 (year), by PATRICIA SAHM (name of person acknowledging).

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: Florida DL

Type of Identification Produced: _____



Eileen OMalley

From: Joanna Sahm <joanna_sahm@yahoo.com>
Sent: Thursday, April 20, 2023 9:52 AM
To: cleedom@sa15.org
Cc: Tammy Rivera; John Raymond; Eileen OMalley; Robert Sweetapple; Cynthia Miller; Doug Collier
Subject: Patricia A Sahm Case

◀External Email▶ - From: joanna_sahm@yahoo.com

Dear Chloe,

I hope this finds you well. I understand you will be assuming the position as prosecutor for the State Attorney's Office in my sisters's criminal case.

Below, please see the email thread expressing my concerns about my mothers safety. Since I have sent you these other emails, my sister persists on taking my mother to sign documents that my mother does not remember signing and also does not understand. I received another document last night from the foreclosure attorney where my mother states she doesn't remember speaking to him on Monday. She absolutely did speak with him as I was present for the call, but, sadly, her short term memory is impaired so she does not remember much of anything day to day.

A guardianship has been filed to protect my mother where she is deficient and this is being expressed to my mother in a way that is incorrect. My sister is telling my mother that I am trying to find her incompetent to put her away into a facility. This is absolutely untrue, mean and incorrect. My mothers Last Will And Testament expressly lays out her desire to remain in her home with care in the home if needed.

My sister is perpetrating psychological, elder abuse on my mother. She has medically diagnosed dementia and is on medication for her dementia. While she is able to care for herself in many ways, she is unable to understand business decisions about the family trust, unable to pay her monthly bills, unable to make payments/transfer money between accounts and unable to understand the documents put before her to attempt to get her to settle litigation over a foreclosure that my family has been engaged in for over ten years. My father passed away in January of 2021 and I became my mothers primary care taker at that point.

My sister is attempting to isolate my mother from me but telling her false information, blocking my phone number in my mothers phone so I cannot reach her and monitoring any call my mother makes to me to keep me from seeing my mother.

I am deeply concerned about my mothers health, mental health, stress level, confusion level and psychological abuse being perpetrated by a sibling that pointed a gun at me and threatened to kill me. I am seriously concerned about my mother the longer this continues.

My sister needs to be removed from my mothers house so we can restore peace, proper care and a proper routine for my mother.

Thank you for your time.

Sincerely,

Joanna Sahm

Eileen OMalley

From: Joanna Sahm <joanna_sahm@yahoo.com>
Sent: Monday, April 24, 2023 3:31 PM
To: Tammy Rivera
Cc: cleedom@sa15.org; Eileen OMalley; Doug Collier; John Raymond
Subject: Restraining Order Violation

◀External Email▶ - From: joanna_sahm@yahoo.com

Dear Chloe,

Per the reply from your office, I contacted Jupiter PD as I live in Jupiter. The officer confirmed the violation of the restraining Order and assigned Jupiter PD case # 2300 1706. This report was taken by officer Luis Cedeno.

Jupiter PD is going to reach out to Boca Raton PD to see what they can do for me to get to my mother.

My mother had called me this morning, distressed asking me to please come take her away from her house as she is confused and unsure of everything being told to her. I explained to her that my sister and the people around my sister are lying to her and tricking her into signing documents and that it is not her fault. I told her I would have to make the arrangements to get to her because of the restraining order and I told her I would call her back.

I have called my mother 21 times since that call trying to make contact with her and I have been unable to reach her. I am VERY concerned for my mother mental health, peace and well being as I am unable to get to her with my sister living in her house. Since I am not able to reach her regularly anymore, I am not sure if she is getting her proper medication. My sister blocks my phone number in my mothers phone, she turns the volume down and takes the phone away from my mother so I am unable to contact her. I am deeply worried about my mother and am begging you to please help get my sister out of my mothers home. She has felony charges against her and is psychologically abusing my mother to assist in exploiting her in a pending foreclosure case.

I have reached out to the Domestic Violence advocate at Boca Raton PD and the original investigating detective in Boca to ask for any help they can give.

Sincerely,

Joanna Sahm
954-464-8698

Sent from my iPhone

> On Apr 20, 2023, at 1:24 PM, Tammy Rivera <trivera@sa15.org> wrote:

>

> Good Afternoon,

>

> You can contact the police. Show them the proof of her contacting you. If they find probable cause, she will get a violation of the No Contact Order.

>
>
> OFFICE OF
> STATE ATTORNEY
> DAVE ARONBERG
>
> www.sa15.org
>
>
> Tammy Rivera
> Victim Advocate DOVE
> Office of State Attorney Dave Aronberg
> 401 North Dixie Highway
> West Palm Beach, FL 33401
> (561) 355-7498
> trivera@sa15.org

>
>
>
>
>
>
> -----Original Message-----

> From: Joanna Sahn <joanna_sahn@yahoo.com>
> Sent: Thursday, April 20, 2023 1:15 PM
> To: Chloe Leedom <CLEEDOM@SA15.ORG>
> Cc: Tammy Rivera <trivera@sa15.org>
> Subject: Screenshot 2023-04-20 at 1.13.05 PM

>
> Hi Chloe,

>
> My sister just copied me on a text message. She is not to contact me per the restraining order. What can be done about this?

>
> Joanna Sahn

>
>
> _____
>
> Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

7:54

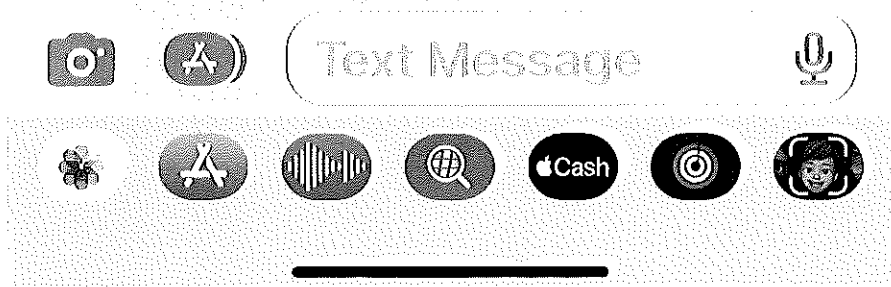


+1 (518) 309-2094 >

Text Message
Yesterday 6:20 PM

Joanna this is Krvin Hall
my alternate number via
Google voice. May be
able to help in certain
ways but can't go near
the Sweetapple issue.
But with conduct of
Amber Patwell Inger
Garcia Eliot Candice
yes. Am about to file my
own papers as BFR
Manager in foreclosure
to deny their settlement
n potentially Conflict
out both Inger n Amber.
Your MH Petition
attorney was very
professional. Am happy

NOT A VERIFIED COPY





+1 (518) 309-2094 >

to get on call with you n
your lawyer or just you if
you consented. No
worries either way

The details of what
Amber Inger Eliot
Candice pulled on your
mom the night before
the hearing was very
disturbing

You know if you use my
name on this with your
mom then Patty will
pounce on her so I
suggest it not be
discussed until your
lawyer you n I speak
first but hey I do have a
very clear self interest
that never should have



Text Message





+1 (518) 309-2094

involved your mom but
that's Inger Eliot n
Amber's fault in KY
book. BFR Eliot n the
boys owe me major
money. It should never
have come in to your
mom's side. Let me
know

So that's my interest.
Getting paid by the
Bernstein's and also
find Inger very
untrustworthy. She has
never represented me
and never will

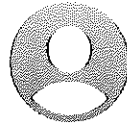
As an FYI my self
interest in getting paid
by the Bernsteins n
conflict with Inger was



Text Message



7:54



+1 (518) 309-2094

conflict with Inger was disclosed in my very first call to Patty although I have seen her other side by now but again never initiated contact with your mother. That was Patty and your Mom after several calls I thought only were with Patty and originally did not know she was living with your Mom. I can say on more than a few occasions when your Mom did get on the call I had to politely back Patty up n let your mom speak for herself

NOT A VERIFIED COPY



Text Message





Michael >

and Olha are well

Thank you. We are.

Thank you for taking time to play tennis with my mom.

Delivered

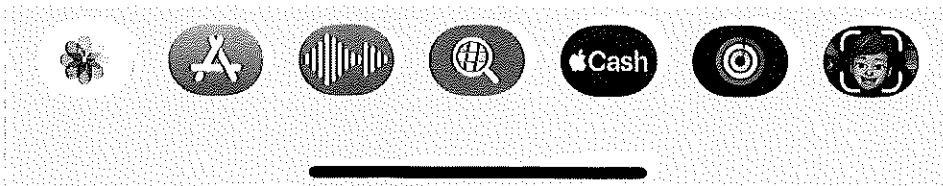
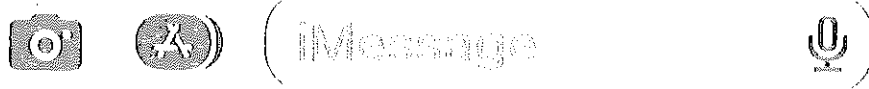
We have fun. Yw



Yesterday 7:05 PM

Your Mim asked me to let you know she can't make breakfast tomorrow. She isn't feeling well and her phone is not working

Mom



NOT A CERTIFIED COPY

Exhibit 22 - 20230922 ORDER ORDER GRANTING FINAL INJUNCTION FOR
PROTECTION AGAINST EXPLOITATION OF VULNERABLE ADULT

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

IN RE:

Case Number: 502023GA000245XXXXMB
Division: "IZ"

PATRICIA A. SAHM,
Vulnerable Adult/Ward,

CHARLES J. REVARD, as
Guardian of Patricia A. Sahn,

Petitioner,

v.

PATRICIA ANNE SAHM, JR.,
Respondent.

**ORDER GRANTING FINAL INJUNCTION FOR PROTECTION AGAINST
EXPLOITATION OF VULNERABLE ADULT**

THIS CAUSE came before the Court for a final hearing on August 14, 2023 (the "Final Hearing"), upon Petitioner Charles J. Revard's *Petition for Injunction for Protection Against Exploitation of Vulnerable Adult* (the "Petitioner" and "Petition," respectively) pursuant to Section 825.1035, Florida Statutes. Previously, this Court entered an *Order Granting Petitioner's Request for Temporary Ex-Parte Injunction for Protection Against Exploitation of Vulnerable Adult and Order Setting Final Hearing on Injunction for Protection Against Exploitation of Vulnerable Adult* [D.E. #31].

The Court reviewed the *Petition* and received evidence at the Final Hearing, both in the form of documents and live testimony, and is aware of the agreement of counsel on the record at the Final Hearing as relates to supervised visitation between Patricia A. Sahn (the "Vulnerable Adult") and Patricia Anne Sahn, Jr. (the "Respondent").

The Court has jurisdiction over the parties and the subject matter under Florida law. The

Petitioner has standing.

It is therefore intended that this protection order meet the requirements of 18 U.S.C. Section 2265, and therefore intended that it be accorded full faith and credit by the court of another state or Indian tribe and enforced as if it were the order of the enforcing state or Indian tribe.

SECTION I. NOTICE OF HEARING

This cause came before the Court for a Final Hearing on August 14, 2023, to determine whether the injunction for protection against exploitation of vulnerable adult should be:

- Issued.
- Modified.
- Extended.**

The Final Hearing was attended by:

- Petitioner: Charles J. Revard, as limited guardian of the person and property of Patricia A. Sahn
- Petitioner's counsel: Mitchell Ira Kitroser, Esq., Clara Crabtree Ciadella, Esq., and Kathryn N. Lewis, Esq.
- The Vulnerable Adult named in the Petition: Patricia A. Sahn
- Counsel for the Vulnerable Adult: Amber H. Patwell, Esq.¹
- Guardian of the Vulnerable Adult: Charles J. Revard
- Respondent: Patricia Anne Sahn, Jr.
- Respondent's counsel: Inger M. Garcia, Esq.
- Financial institution representative: Dawn D. Hurley, Bank of America, N.A.
- Trustee(s): Joanna Sahn
- Counsel for the Trustee: Eileen T. O'Malley, Esq.
- Other(s): David Kubiliun, Esq., Kevin R. Hall, and numerous self-described "court watchers" including, but not limited to David Manuel, Julia Jones, Louise Esposito, Alee Carrino, Rick Black, Eliot Bernstein, Natasha Coffey, Kathleen Bosse, Candice Bernstein and Luanne Fleming.

SECTION II. FINDINGS

On July 27, 2023, a notice of the Final Hearing was served on the Respondent, together with

¹ The parties dispute whether Amber Patwell, Esq., currently represents the Ward. Petitioner states that he terminated Ms. Patwell, while Ms. Patwell maintained that Petitioner lacks such power. The Court permitted Amber Patwell to attend the hearing on behalf of the Vulnerable Adult and reserves ruling on the status of Ms. Patwell's further representation of the Ward for a future hearing.

a copy of the *Petition* and temporary injunction [D.E. # 35]. Service was within the time required by Florida law, and Respondent was afforded reasonable notice and an opportunity to be heard in a manner that protected Respondent's right to due process.

On July 27, 2023, a notice of the Final Hearing was served on the Vulnerable Adult, together with a copy of the *Petition* and temporary injunction [D.E. #36]. Service was within the time required by Florida law. Both the Vulnerable Adult's limited guardian and the Vulnerable Adult's prior counsel in the incapacity and guardianship proceedings attended the hearing.

After hearing the testimony of each party present and of witnesses, and upon hearing the argument of counsel, the Court finds that, based on the specific facts of this case as further set forth below, that there is competent, substantial evidence to find that the Vulnerable Adult was the victim of exploitation or is in imminent danger of becoming a victim of exploitation by the Respondent. It also appears to the Court that there is a likelihood of irreparable harm and no adequate remedy at law. The Court further finds that the threatened injury to the Vulnerable Adult outweighs the possible harm to the Respondent and that the relief provides for the Vulnerable Adult's physical and financial safety.

Specifically, the evidence reflects that the Respondent has no individual assets and receives disability benefits in the amount of \$952.00 per month. The Respondent testified that between the time she moved into the Vulnerable Adult's home (December 2022) and the day of the Final Hearing, she received no other income. The Vulnerable Adult's daughter and Respondent's sister, Joanna Sahn ("Joanna"), testified that since Respondent has resided with the Vulnerable Adult, charges on the Vulnerable Adult's credit card have increased from roughly between \$700.00 and \$1,200.00 per month to between \$2,000.00 and \$3,000.00 per month.

The Respondent further testified that in March of 2023, a female notary arrived at the residence then occupied by Respondent and the Vulnerable Adult. Although the Respondent suspected that the Bernstein family (with whom the Vulnerable Adult is currently litigating against) or Kevin Hall (an attorney involved in that litigation) sent the notary to the residence, the Respondent claims that she took no action while the notary notarized the Vulnerable Adult's signature on documents that revoked a power of attorney in favor of the Vulnerable Adult's then-acting agent and trustee, Joanna.

Joanna subsequently instituted incapacity and guardianship proceedings for the Vulnerable Adult on April 17, 2023. Respondent testified that she was aware of those proceedings as of April 17, 2023, and that Respondent was involved in retaining, or at least facilitating the Vulnerable Adult retaining, Amber Patwell, Esq., as private counsel for the Vulnerable Adult in the guardianship proceedings. The Respondent further testified that she was aware of the examining committee member reports of Dr. Stanley Bloom, Dr. M. Brennan Cheshire, and Stephanie Cheshire, but chose to ignore those reports (which, among other things, found that the Vulnerable Adult lacks the capacity to independently contract, consent to medical treatment and manage/dispose of property) in favor of a report obtained from Dr. Sam Sugar ("Dr. Sugar"). Although Dr. Sugar is not a member of the examining committee, Respondent testified that Dr. Sugar's report was the only report she wanted to read.

On June 27, 2023, the Vulnerable Adult was adjudicated incapacitated. This Court determined that the Vulnerable Adult lacks capacity to contract, to sue and defend lawsuits, to personally apply for government benefits, to manage property or to make any gift or disposition of property and to consent to medical and mental health treatment and appointed a limited guardian for the Vulnerable Adult. Joanna testified at the Final Hearing that the Vulnerable Adult lacks the cognitive ability to

independently perform activities of daily living and manage her finances. Joanna further testified that the Vulnerable Adult, at times, cannot recall that she is under guardianship and has previously been a victim of fraudulent bank activity, which resulted in one of her bank accounts being nearly depleted of assets.

During her testimony, the Respondent admitted that she was aware of the incapacity proceedings involving the Vulnerable Adult and the eventual determination of incapacity. Despite that knowledge, Respondent testified that she made an appointment for the Vulnerable Adult at Wells Fargo on July 18, 2023, drove the Vulnerable Adult to and was present at that appointment with Wells Fargo, which resulted in the closure of the Wells Fargo account and the withdrawal of the funds remaining therein by cashier's check. Respondent admitted to subsequently driving the Vulnerable Adult to Bank of America and opening a new account for the Vulnerable Adult at Bank of America where the funds from the Wells Fargo account were deposited and admitted that she failed to notify either the Vulnerable Adult's guardian or the Vulnerable Adult's trustee of her actions.

This Court finds that on or around July 18, 2023, the Respondent knew or should have known that the Vulnerable Adult lacked the capacity to make informed decisions about her finances. The Court further finds that based on Respondent's testimony that she had never served as an agent or healthcare surrogate for the Vulnerable Adult and was aware of the incapacity proceedings and determination, Respondent knew that she had no authority to make financial decisions for the Vulnerable Adult when Respondent facilitated the closure of the Vulnerable Adult's Wells Fargo account and the opening of a new Bank of America account. The Court specifically finds that those actions constitute exploitation of a vulnerable adult. Moreover, the Court finds that there is an imminent risk of future exploitation, as the Respondent's testimony evidences that she is inclined to

ignore the findings of the examining committee, the adjudication of incapacity, and the fiduciary roles occupied by Charles Revard and Joanna Sahn.

SECTION III. INJUNCTION AND TERMS

This injunction will be in full force and effect for a period of **sixty (60) days** from the date of its issuance.

This injunction is valid and enforceable in all counties of Florida. The terms of this injunction may not be changed by either party alone or by both parties together. Only the Court may modify the terms of this injunction. Either party may ask the Court to change or end this injunction at any time.

Any violation of this injunction by the Respondent may result in prosecution under Section 825.1036, Florida Statutes.

In addition, any violation of this injunction, whether or not at the invitation of Petitioner or the Vulnerable Adult or anyone else, may subject Respondent to civil or indirect criminal contempt proceedings, including the imposition of a fine or imprisonment. Certain willful violations of the terms of this injunction include but are not limited to: going to or being within 500 feet of the Vulnerable Adult's residence except as permitted herein; exploiting or unduly influencing the Vulnerable Adult; committing any other violation of the injunction through an intentional unlawful threat, word, or act to do violence to the Vulnerable Adult; telephoning, contacting, or otherwise communicating with the Vulnerable Adult directly or indirectly except as permitted herein and unless the injunction specifically allows indirect contact through a third party; knowing and intentionally coming within 100 feet of the Vulnerable Adult's motor vehicle, regardless of whether that vehicle is occupied; or defacing or destroying the Vulnerable Adult's personal property constitutes a misdemeanor of the first degree punishable by up to one year in jail, as provided in section 775.082

or section 775.083, Florida Statutes. A person who has two or more prior convictions for violation of an injunction or foreign protection order against the same victim, and who subsequently commits a violation of any injunction or foreign protection order against the same victim, commits a felony of the third degree, punishable as provided in Sections 775.082, 775.083, or 775.084, Florida Statutes, pursuant to section 825.1036, Florida Statutes. In addition, it is a federal criminal felony offense, punishable by up to life imprisonment, depending on the nature of the violation, to cross state lines or enter Indian country for the purposes of engaging in conduct that is prohibited by this injunction. 18 U.S.C. section 2262.

It is **ORDERED AND ADJUDGED:**

1. **Exploitation prohibited.** Respondent may not commit, or cause any other person to commit, any acts of exploitation against the Vulnerable Adult. "Exploitation" means: knowingly obtaining or using, or endeavoring to obtain or use, an elderly person's or disabled adult's funds, assets, or property with the intent to temporarily or permanently deprive the elderly person or disabled adult of the use, benefit, or possession of the funds, assets, or property, or to benefit someone other than the elderly person or disabled adult, by a person who: (1) stands in a position of trust and confidence with the elderly person or disabled adult; or (2) has a business relationship with the elderly person or disabled adult.

"Exploitation" also means: obtaining or using, endeavoring to obtain or use, or conspiring with another to obtain or use an elderly person's or disabled adult's funds, assets, or property with the intent to temporarily or permanently deprive the elderly person or disabled adult of the use, benefit, or possession of the funds, assets, or property, or to benefit someone other than the elderly person or disabled adult, by a person who knows or reasonably should know that the elderly person or disabled adult lacks the capacity to consent;

"Exploitation" may also mean a breach of a fiduciary duty to an elderly person or disabled adult by the person's guardian, trustee who is an individual, or agent under a power of attorney which results in an unauthorized appropriation, sale, or transfer of property. An unauthorized appropriation occurs when the elderly person or disabled adult does not receive the reasonably equivalent financial value in goods or services, or when the fiduciary violates any of these duties:

1. For agents appointed under chapter 709:
 - a. Committing fraud in obtaining their appointments;
 - b. Abusing their powers;
 - c. Wasting, embezzling, or intentionally mismanaging the assets of the principal

- or beneficiary; or
 - d. Acting contrary to the principal's sole benefit or best interest; or
2. For guardians and trustees who are individuals and who are appointed under chapter 736 or chapter 744, Florida Statutes:
- a. Committing fraud in obtaining their appointments;
 - b. Abusing their powers; or
 - c. Wasting, embezzling, or intentionally mismanaging the assets of the ward or beneficiary of the trust;

"Exploitation" also means misappropriating, misusing, or transferring without authorization money belonging to an elderly person or disabled adult from an account in which the elderly person or disabled adult placed the funds, owned the funds, and was the sole contributor or payee of the funds before the misappropriation, misuse, or unauthorized transfer of (1) personal accounts; (2) joint accounts created with the intent that only the elderly person or disabled adult enjoys all rights, interests, and claims to moneys deposited into such account; or (3) convenience accounts created in accordance with section 655.80, Florida Statutes.

In addition to the above, "exploitation" means intentionally or negligently failing to effectively use an elderly person's or disabled adult's income and assets for the necessities required for that person's support and maintenance, by a caregiver or a person who stands in a position of trust and confidence with the elderly person or disabled adult.

Any *inter vivos* transfer of money or property valued in excess of \$10,000 at the time of the transfer, whether in a single transaction or multiple transactions, by a person age 65 or older to a nonrelative whom the transferor knew for fewer than 2 years before the first transfer and for which the transferor did not receive the reasonable equivalent financial value in goods or services creates a permissive presumption that the transfer was the result of exploitation. This applies regardless of whether the transfer or transfers are denoted by the parties as a gift or loan, except it does not apply to a valid loan evidenced in writing that includes definite repayment dates. However, if any repayment of any such loan is in default, in whole or in part, for more than 65 days, the presumption applies.

2. **No contact.** Respondent may not have any contact with the vulnerable adult unless otherwise provided in this section.
- a. Except as provided in paragraph 2 (c) herein, Respondent may not directly or indirectly contact the Vulnerable Adult in person, by mail, e-mail, telephone, fax, through another person, or in any other manner, and may not contact or have any third-party contact anyone connected with the Vulnerable Adult's employment or school, if applicable, to inquire about the Vulnerable Adult or to send any messages to the Vulnerable Adult. Unless otherwise provided herein, Respondent may not go to, in, or within 500 feet of the vulnerable adult's current residence: 21843 Town Place Drive, Boca Raton, FL. 33433, or any residence to which the Vulnerable Adult may move, or the Vulnerable Adult's place of employment: N/A; or where the vulnerable adult

attends school: N/A; or the following place(s) where the vulnerable adult goes often: N/A.

- b. Except as provided in paragraph 2 (c) herein, Respondent may not knowingly come within 100 feet of the Vulnerable Adult's automobile at any time.
 - c. Other provisions regarding contact: Per the agreement of counsel on the record at the Final Hearing, Respondent may have supervised visits with the Vulnerable Adult provided the following conditions are met: (1) No later than 48 hours prior to the date and time Respondent would like to visit the Vulnerable Adult, Respondent's counsel shall email a written request for visitation to paralegal, Paula Albright, at paula@kitroserlaw.com; and (2) Respondent shall not bring any guests with her to visit the Vulnerable Adult. Although the Court ordered that there shall be no phone calls between the Vulnerable Adult and the Respondent for the next **sixty (60) days**, the Court accepts the Guardian's offer to facilitate recorded Zoom calls between the Respondent and the Vulnerable Adult while the Respondent is out of town, which Zoom calls shall be coordinated in the same manner as the supervised visits. The Guardian's counsel shall provide the Vulnerable Adult's caregivers with a laptop, which shall be used for the Zoom calls. The Guardian's counsel shall be responsible for obtaining and providing the Zoom call information to counsel for Respondent and the Vulnerable Adult's caregivers. The Guardian's agent shall be responsible for hosting and recording the Zoom meeting.
3. **Mailing Address.** Respondent must notify the Clerk of the Circuit Court of any change in his or her mailing address, or designated e-mail address(es), within 10 days of the change. All further papers (excluding pleadings requiring personal service) will be served by mail to Respondent's last known address. Such service by mail will be complete upon mailing. Section 825.1035, Florida Statutes. Service is complete upon mailing.
4. **Exclusive Use and Possession of the Home/ Permanent Residence**
- Possession of the Home/Permanent Residence.** The Vulnerable Adult has exclusive use and possession over the dwelling located at: 21843 Town Place Drive, Boca Raton, FL 33433.
 - Transfer of Possession of the Home.** A law enforcement officer with jurisdiction over the home will accompany Respondent to the home and shall place Petitioner in possession of the home.
 - Personal items.** Respondent, in the presence of a law enforcement officer, may return to the premises described above at a time arranged with a law enforcement department having jurisdiction over the home, accompanied by a law enforcement officer only, to obtain his or her clothing and items of personal health and hygiene and tools of the trade. A law enforcement officer with jurisdiction over the premises will go with Respondent to the home and stand by to ensure that he or she vacates the premises with only his or

personal clothing, toiletries, tools of the trade, and any specific items listed below. The law enforcement agency is not responsible for storing or transporting any property.

- Respondent may not damage or remove any furnishings or fixtures from the premises described above.
- The following other personal possessions may also be removed from the premises at this time: N/A
- If Respondent provided services to the Vulnerable Adult, the following services required for the Vulnerable Adult shall continue to be provided: N/A
- If Respondent was the Vulnerable Adult's caregiver, caregiving services will now be provided to the Vulnerable Adult by: N/A

If the Respondent is not awarded possession of the home and goes to the home without a law enforcement officer, it is a violation of this injunction.

5. **Assets.** The Court finds probable cause that exploitation has occurred.

- Subject to the terms herein, the following assets of the Vulnerable Adult, including assets held in trust, and/or lines of credit will be frozen subject to the terms set forth below:

Name of Financial Institution	Address	Account Number
Bank of America, N.A.	21060 St Andrews Blvd, Boca Raton, FL 33433	██████
Allianz Index advantage IRA	PO Box 59060, Minneapolis, MN 55459-0060	██████
Investment Edge 21 VA IRA	Equitable Financial, PO Box 1016, Charlotte, NC 28201-1016	██████
JWC Financial IRA JW	National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	██████
JWCA AUM IRA DZN	National Financial Services/JW Cole	██████

	4301 Anchor Plaza, Suite 450, Tampa, FL 33614	
JW Cole Financial IRA-SEP JW	National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	██████████

- ✓ If the Court orders an asset and credit freeze, the Court also orders that living expenses of the Vulnerable Adult will continue to be paid as follows: Joanna Sahn, in her capacity as trustee of the Patricia A. Sahn Revocable Trust and Walter E. Sahn & Patricia A. Sahn Revocable Family Living Trust, shall continue to pay living expenses of the Vulnerable Adult.
- ✓ Additional terms concerning assets: Notwithstanding the asset freeze set forth above, the intent of this asset freeze is to protect the Vulnerable Adult from exploitation. Because the Vulnerable Adult has a court-appointed limited guardian, the above-named financial institutions, companies or individuals holding assets of the Vulnerable Adult are hereby ordered and directed to cooperate with and accept instruction from limited guardian and counsel for the limited guardian as necessary to pay the living expenses of the Vulnerable Adult, and to make deposits or withdrawals or otherwise transact business on the accounts holding such assets.
- ✓ The assets are over \$5000. The following financial institution(s) holding assets belonging to the vulnerable adult is/are ordered to pay to the Clerk of the Circuit Court \$200 from unencumbered assets of the vulnerable adult: Bank of America, N.A.

6. **Additional order(s) necessary to protect the vulnerable adult from exploitation.**
 N/A

SECTION IV. DIRECTIONS TO LAW ENFORCEMENT OFFICER IN ENFORCING THIS INJUNCTION

{Unless ordered otherwise by the judge, all provisions of this injunction are considered mandatory provisions and should be interpreted as part of this injunction.}

1. The Palm Beach County Sheriff's Office ("PBSO"), or any other authorized law enforcement officer, is ordered to serve this final injunction upon Respondent as soon as possible after its issuance. Except where the vulnerable adult is the petitioner, PBSO, or any other authorized law enforcement officer, is ordered to serve this final injunction upon the vulnerable adult as soon as possible after its issuance. If any assets are frozen under section 5 of this final injunction, PBSO, or any other authorized law enforcement officer, is ordered to serve this

final injunction upon the financial institution(s) where assets subject to dissipation are held or where a credit line may be exploited as soon as possible after its issuance.

2. **This injunction is valid and enforceable in all counties in Florida.** Violation of this injunction should be reported to the appropriate law enforcement agency. Law enforcement officers of the jurisdiction in which a violation of this injunction occur(s) shall enforce the provisions of this injunction and are authorized to arrest without warrant pursuant to section 901.15, Florida Statutes, for any violation of its provisions.
3. **THIS FINAL INJUNCTION IS ENFORCEABLE IN ALL COUNTIES OF FLORIDA, AND LAW ENFORCEMENT OFFICERS MAY EFFECT ARRESTS PURSUANT TO SECTION 901.15(6), FLORIDA STATUTES.** The arresting agent will notify the State Attorney's Office immediately after arrest.
4. **Reporting alleged violations.**
 - a. In the event of a violation of an injunction for protection against exploitation of a Vulnerable Adult when the person who violated such injunction has not been arrested, the Petitioner may contact the Clerk of the Circuit Court of the County in which the violation is alleged to have occurred. The Clerk of the Circuit Court shall assist the Petitioner in the preparation of an affidavit in support of the violation or direct the Petitioner to the office operated by the Court within the circuit which has been designated by the chief judge of the judicial circuit as the central intake point for injunction violations and where the Petitioner can receive assistance in the preparation of the affidavit in support of the violation.
 - b. The affidavit shall be immediately forwarded by the Clerk of the Circuit Court or the office assisting the Petitioner to the State Attorney of the circuit and to the court or judge as the chief judge of the circuit determines to be the recipient of affidavits of violation. If the affidavit alleges that a crime has been committed, the Clerk of the Circuit Court or the office assisting the Petitioner shall also forward a copy of the affidavit to the appropriate law enforcement agency for investigation. Within 20 days after receipt of the affidavit, the local law enforcement agency shall complete its investigation and forward the affidavit and a report containing the agency's findings to the state attorney. The State Attorney shall determine within 30 business days whether its office will proceed to file criminal charges, prepare a motion for an order to show cause as to why the respondent should not be held in criminal contempt, prepare both as alternative findings, or file notice that the case remains under investigation or is pending subject to another action.
 - c. If, based on its familiarity with the case, the Court has knowledge that the Vulnerable Adult is in immediate danger if the court fails to act before the decision of the State Attorney to prosecute, it should immediately issue an order of appointment of the State Attorney to file a motion for an order to show cause as to why the Respondent should not be held in contempt. If the Court does not issue an order of appointment of the

State Attorney, it shall immediately notify the State Attorney that the Court is proceeding to enforce the violation through a ruling of criminal contempt.

5. Respondent, upon service of this final injunction, is deemed to have knowledge of and to be bound by all matters occurring at the hearing and on the face of this injunction.

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida, this 22nd day of September 2023 at 10:40 a.m.

Charles E. Burton
502023GA000245XXXMB 09/22/2023
Charles E. Burton Circuit Judge

502023GA000245XXXMB 09/22/2023
Charles E. Burton
Circuit Judge

COPIES TO:

- ✓ Palm Beach County Sheriff's Office

Petitioner:

- ✓ Via e-service to Kitroser Lewis & Mighdoll, 631 US Highway 1, Suite 406, North Palm Beach, FL 33407, mitch@kitroserlaw.com, paula@kitroserlaw.com, mikadmin@kitroserlaw.com

Vulnerable adult:

- ✓ Via e-service to Amber H. Patwell, Esq., 136 4th St N Ste 201 Ofc 356, Saint Petersburg, FL 33701-3889, amber@aplpinellas.com
- ✓ Patricia A. Sahn, 21843 Town Place Drive, Boca Raton, FL 33433

Respondent:

- ✓ Forwarded to sheriff for service on Respondent at 126 Sea Island Terrace, Boca Raton, FL 33431
- ✓ Via e-service to Inger Garcia, Esq., 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470, attorney@ingergarcia.com

If assets or lines of credit are ordered to be frozen, the depositor(ies) or financial institution(s) were served with this injunction in accordance with section 655.0201, Florida Statutes as follows:

- ✓ Bank of America, N.A.
By servings its Registered Agent:
CT Corporation Service
1200 South Pine Island Road

Plantation, FL 33324

- ✓ Allianz Index Advantage IRA
PO Box 59060
Minneapolis, MN 55459-0060

- ✓ Investment Edge 21 VA IRA
Equitable Financial
PO Box 1016
Charlotte, NC 28201-1016

- ✓ JWC Financial IRA JW
JWCA AUM IRA DZN JW Cole
Financial IRA-SEP JW
By serving:
National Financial Services/JW Cole
4301 Anchor Plaza, Suite 450
Tampa, FL 33614

If assets or lines of credit are held by a trust ordered to be frozen, the depositor(ies) or financial institution(s) were served with this injunction in accordance with section 655.0201, Florida Statutes as follows: N/A

I CERTIFY the foregoing is a true copy of the original as it appears on file in the office of the Clerk of the Circuit Court, and that I have furnished copies of this order as indicated above.

CLERK OF THE CIRCUIT COURT



CLERK OF THE CIRCUIT COURT


By: 
Deputy Clerk

Exhibit 23 - 20230828 Draft Patricia Sahm Criminal Complaint Against Joanna
Sahm to her Attorneys

Subject: FW: Draft Joanna Sahm Criminal Complaint

Date: Thursday, December 7, 2023 at 9:31:17 AM Eastern Standard Time

From: Eliot <iviewit@iviewit.tv>

BCC: Eliot <iviewit@iviewit.tv>

----- Forwarded message -----

From: **Patricia Sahm** <patty.sahm@gmail.com>

Date: Mon, Aug 28, 2023 at 2:47 PM

Subject: Draft Joanna Sahm Criminal Complaint

To: David Kubiliun <David.Kubiliun@gmlaw.com>, <attorney@ingergarcia.com>, Amber Patwell <apatwell@wblaws.com>

Dear Inger and David, Please see my draft of the criminal complaint I'd like to file against my sister with the Sheriff and courts. The complaint is for my sister's fabricating evidence in an attempt to frame me in attempting to access my mother's pension and social security. Please advise. I'd like to file as soon as possible.

I, Patrica Sahm, do hereby make the following statement to the Palm Beach County Sheriff to docket and investigate regarding criminal allegations against Joanna Sahm, my sister and Charlie Revard, my cousin.

On July 25, 2023, Charlie Revard filed a PETITION FOR INJUNCTION FOR PROTECTION AGAINST EXPLOITATION OF VULNERABLE ADULT (Exhibit I) against me in the 15th Judicial Palm Beach County based largely in part on an Affidavit of my sister Joanna. In that filing was an Exhibit I (Exhibit I) which was used to support a claim that I was hacking a retirement account of my mother to financially extort my mother and steal her pension funds.

Exhibit I of the pleading appears to be a screenshot from my sister's computer that attempts to show that I was "hacking" my mother's retirement account in efforts to steal money from my mother and used as "evidence" to have me removed from living with my mother to protect her against Elder Exploitation and Abuse. However, the Exhibit I is self-proving evidence that my sister is attempting to frame me for the alleged exploitation of our mother and isolate my mother from me and me from her. To date this document has been part of successfully removing me from living with our mother while civil hearings are held.

The document appears to be a screenshot of my sister's computer that attempts to portray me logging into my mother's retirement account. However, the email shown on the screenshot is from Patty_Sahm@gmail.com not from my email account Patty.Sahm@gmail.com, I have never had an account using an underscore at Gmail. Note, my sister uses an underscore in her email at Yahoo on Exhibit I of the pleading. Further, the document appears to have come from my sister's computer as a screenshot and shows her attempting to login into her profile in the URL. This would appear to indicate that my sister attempted to login to HER account using the non-existent Gmail account allegedly in my name at the My Florida Retirement System account, which in the

pleading states is an account only she knew the details of and had access to since my father died.

I have never been on or accessed my sister's computer or my mother's retirement account. I have never received at my proper and correct email address any 6 digit two factor authentication email as the screenshot indicates I would have and as I do not own the address with an underscore at Gmail as indicated I never could have received such code. I have never shared any password cache programs with my sister and it appears the incorrect address was stored in her profile after she incorrectly entered the information. It appears that she figured no one would notice that the email was incorrect or perhaps she just made a big mistake and did not see it herself before submitting it to several authorities to frame me.

I believe this fabricated evidence was submitted to Court's and others to frame me of elder abuse in attempt to isolate my mother from me and others because we have learned of several frauds my sister was conducting in both State and Federal courts in a Foreclosure case 50-2018-CA-002317-XXXX-MB "SAHM, WALTER E v. BERNSTEIN FAMILY REALTY LLC et al". I believe Eliot Bernstein has filed complaints with PBSO over the course of a year detailing what my sister was doing in State and Federal courts, including using my deceased father (for over two years) and my mother (using an undisclosed Power of Attorney) to file fraudulent pleadings on their behalf, in what appears efforts to hide the foreclosure and possible gains from both me and my mother and steal off with any profits for herself and her girlfriend Olga Esterson_____.

In the attached pleading, both my mother and myself learned that my mother is worth \$3.5 Million with 3m being cash and .5M being a home my mother lives in. Prior to learning of this amount of money, my sister was constantly telling both me and my mother that we did not have enough money to maintain our property in North Carolina where I live in what the pleading claims is an uninhabitable property for my mother. Joanna is the trustee of the trust that holds the property and has left it to deteriorate while I live in it, claiming she could not afford basic repairs.

The Bernstein's contacted me over a year ago to attempt to settle the foreclosure and stated that Joanna might be being controlled by attorneys who had their best interests at heart and not our family. They had just learned in a federal Bankruptcy court that Joanna was acting as PR of my father's estate and had some form of Power of Attorney over my mother, facts undisclosed to the State court in the foreclosure case. I told the Bernstein's that I had nothing to do with the family finances and they would have to take it up with my sister who had taken over the money once my father died. I believe I gave my sister the information at that time to call them.

About a year later, after my sister and I had a confrontation whereby I pulled an unloaded gun on her (PBSO Cases #) after she came to my mother's house provoking me to a moment of madness, I was contacted by Kevin Hall a manager of Bernstein Family Realty LLC about the gun incident that happened in January 2023. I was talking to Kevin over speaker phone and my mom could hear our initial conversations as I was living with her after the gun incident. My mom was astonished at what she was hearing about my sister using my dead father for two years in court proceedings and what he was claiming she was doing in court, and she wanted to talk directly with Kevin. My mom told Kevin she

knew nothing of the foreclosure proceedings or the two Bankruptcy proceedings with the Bernstein children and had never met or spoken to the lawyers involved (Robert Sweetapple, Esq. and Bradley Shraiberg, Esq.) or heard of any settlement offers they had made over the years.

When Kevin asked my mom if Joanna had a Power of Attorney over her she did not recall signing one but wanted it revoked immediately if she was misusing a POA to harm the Bernstein's, our family's friends for many years. I believe Kevin helped her write the POA and a notary public came to my mom's house who we let in to sign and witness the document. I had nothing to do with the writing of the document or the contents and told my mom she could do whatever she wanted but I did not want to get involved as my sister would turn it against me. My mother was already having misgivings about my sister and her girlfriend and why they had abandoned her in a home in Boca Raton 50 miles away and all alone, after moving her from her home in The Villages where she lived by her friends of approximately 15 years and where my sister and her girlfriend lived around the corner.

My sister had moved to The Villages after she and her girlfriend lost their restaurant business in North Carolina and were unemployed to the best of my knowledge. Shortly before all hell broke loose when Joanna found out that my mom had revoked her POA, Joanna and her girlfriend took my mom to their new home on A1A in Jupiter, even further away from my mother, who Joanna was now claiming had Alzheimer's. It seemed very strange that knowing I would be going back home to our house in North Carolina that my sister and her girlfriend would move further from my mom to Jupiter and leave her all alone in Boca Raton. To the best of my knowledge, Joanna did not attend any holidays or other special events with my mother while she was in Boca and certainly was not at any of the ones I attended from NC, from Christmas Eve through 4th of July.

Kevin Hall and Eliot Bernstein had several more conversations with my mother and she wanted to settle the note for a fair and reasonable amount for our family and so Kevin told her it would be best if she had a lawyer who could work with the Bernstein's lawyers and he was unwilling to let her do anything without proper counsel. First, my mother hired Morgan Weinstein _____ and when Joanna was told to contact the new lawyer, she immediately called him and had him fired. Then Hillary Hogue, a member of the Florida Task Force on Guardianship recommended Amber Patwell, Esq. and she contacted my mother to start preparing a settlement, which then was signed with free will of my mother and no pressure from me or anyone else. Amber and my mother had several conversations and I was not privy to several of them.

Joanna became incensed at this point and started calling my mother non-stop and I could hear her screaming and yelling at mom, which left my mom deflated and exhausted after every call. My mom started to not answer her phone when Joanna would call, and her phone also was having battery problems and turning off after only a short time of use. Joanna took this as I was blocking her phone although I would not even know how to do that on her old flip phone, so I took the phone to AT&T and they said the battery would have to be replaced or buy a new one, so I bought her a new one.

After my mom informed Joanna that she had settled with the Bernstein's, Joanna had my mom drive over to meet her for breakfast around the corner from my mom's house and

then she took her to Palm Beach to meet some people. My mom had no idea where she was taken but she was interrogated by several people in an office and asked a bunch of questions, which she thought she answered fine. It was only later after an Incapacity pleading and Guardianship pleading were filed by Joanna to have my mom declared incapacitated did we learn that she was taken to a law office that day to have her committed to guardianship. It appears that only hours after that meeting that my sister and her lawyers filed the pleadings. MY MOM WAS FURIOUS AT THE DECEIT OF JOANNA AND AFRAID OF WHAT SHE WAS DOING TO ME AND HER. She wanted nothing to do with a Guardianship and does not feel she needs one, where a simple POA to a professional, not Joanna, would be able to help her with her finances. She is physically sound and plays tennis weekly and walks daily with family and friends.

My sister then began to call police and others claiming that I was intending to harm and rob my mother and was isolating her from family and friends. Nothing could be further from the truth and the claims are all baseless with no real evidence. Joanna, then had my mother drive to meet her again for breakfast and instead had her meet with a Boca Police officer in the hot parking lot who Joanna told I was kidnapping my mother and financially exploiting her and asking him what she should do. My cousin happened to be in the parking lot and discovered after Joanna left that the officer thought she was a bit disturbed, but he was taking no action because she only wanted advice and did not want him to take any action at the time. My mom again came home frustrated and disturbed at what Joanna was doing and why.

Next, prior to any service of Guardianship or Incapacity papers on my mother, a group of people showed up at our home and were allowed through the gates by the guard as they claimed they had court orders to do an examination of my mother. My mother wanted to throw them out as she had no idea what or why they were there and became very frightened and distraught. I told my mom to let them in or else my sister would turn things around against me and so we let them into the home to conduct their evaluation. My mom was so upset with what was going on she was flustered throughout the exam and after wanted nothing more to do with my sister or her girlfriend, claiming the devil had possessed my sister and her girlfriend was satanic.

Several days later the Sheriff showed up and served my mom the Guardianship papers. After reviewing them my mother stated that she wanted nothing to do with Joanna and begged several people to not let Joanna put her in a Guardianship as she was "fine". She wanted a second opinion to the examining committee reports and so we went to see Dr. Sam Sugar whose examined her and wrote a report that she was fine (see Exhibit _ - Dr. Sugar Report). At her guardianship hearing the Judge ordered a Temporary Limited Guardianship to protect my mother from the alleged allegations of Joanna only.

My sister and Charlie Revard (who appears to be taken Joanna's claim as the truth) then filed the attached Injunction against me to remove me from my mother and isolate her all alone in Boca with caregivers placed in the home 24/7 that she never met and was terrified of, making her mentally deteriorate. Charlie, after being appointed Guardian flew out to FL to meet with mom and the day after he left, suddenly and with no warning caregivers showed up at our home without notice from Charlie to me or mother and claimed they had rights to enter the home. My mom wanted to throw them out but again I begged her not to as I told her Joanna would make it look like I did it and try to get me in

I begged her not to do it, told her Joanna would make it look like I did it and try to get me in further trouble.

I fear for my life as my sister is trying to frame me and has already had me Baker Acted for a few days and jailed for the gun incident but I am now convinced she is trying to have me put in prison to separate me from my inheritance which I have now learned may be approximately 1.75 Million dollars and I fear she is trying to put my mother away to have total access to the 3.5M for her and her girlfriend. I also think she put my mom in Guardianship to silence her from testifying on my behalf in the gun incident, as my mom was a witness who supports me and to silence her from testifying in the Bernstein foreclosure case where she could further state her support of the Bernstein children. My mom has made a sworn statement (**Exhibit _**), which she made with no pressure or help from me, other than I drove her to store to get it executed and sent out. I also now think Joanna has been trying to provoke me again and again since I was originally contacted by the Bernstein's regarding the foreclosure as she was hiding this information from me and my mother and could have walked off with all the money from the foreclosure without telling us a thing.

Since this document was filed in a Palm Beach County Court I believe the crime falls under the jurisdiction of PBSO.

Sincerely,

Patty Sahm, Jr.

Exhibit 24 - 20220428 SAHM-SHRAIBERG.RETAINER-BANKRUPTCY

MOVANTS' EXHIBIT 26



Reply to:
Bradley S. Shraiberg
Direct: (561)443-0801
Email: bss@slp.law

April 28, 2022

Joanna Sahn,
Personal Representative of
the Estate of Walter E. Sahn, Jr.
and Patricia A. Sahn
645 Sweetgrass Drive
Blowing Rock, NC 28605

**Re: Retention of Shraiberg Page, P.A. representing interests as a secured creditor
in the Bernstein Family Realty, LLC involuntary bankruptcy**

Dear Ms. Sahn:

We are very pleased that you have asked us (“Shraiberg Page, P.A.” or the “Firm”) to represent you as the Personal Representative of the Estate of Walter E. Sahn, Jr., and Patricia A. Sahn (together, the “Client”) with regard to the above-referenced matter. The Firm will represent the Client on an hourly fee basis. This letter and the Standard Hourly Fee Addendum (“Addendum”) which is attached hereto and incorporated herein by reference constitutes the entire agreement between the Client and the Firm, describes the terms of our relationship, and sets forth the general terms of our assistance to you in connection with the above-referenced matter. While this letter is primarily intended to deal with the legal services provided by the Firm to the Client in connection with the matter referenced above, these terms and conditions will also apply to any additional legal services that the Client asks the Firm to provide in connection with this or any additional legal matter unless both the Client and the Firm agree in writing to change one or more of those terms or conditions. This letter and the Addendum shall control all obligations set forth herein except as may be subsequently agreed upon in writing.

I will be the primary attorney taking responsibility (“Attorney in Charge”) for your legal matter. My current standard hourly rate is \$600.00. With that said, the Firm makes every effort to utilize associates to draft documents and attend hearings whenever possible. Our associates and junior partners bill between \$350.00 and \$450.00 an hour. As you will note in the Addendum, our hourly rates are subject to change from time to time. As agreed, the Client will provide the Firm with a retainer in the amount of \$2,500.00.

It is the policy of this Firm to hold the fee retainer on account to be applied to the last month’s billing, with all monthly bills rendered due and payable upon receipt. Once the initial retainer is exhausted, the Client will be required to replenish it and, under all circumstances, is responsible for all costs incurred on behalf of the Client. Throughout the course of the Firm’s representation of the Client, the Client will remit such fees and costs on a timely basis as are invoiced from the Firm, based on the Client’s understanding that payment within invoice terms is

{4209/000/00538723}

2385 NW EXECUTIVE CENTER DRIVE · SUITE 300 · BOCA RATON, FLORIDA 33431 · 561-443-0800

April 28, 2022

Page 2

a material condition of this relationship. To the extent the Firm's final fees are less than the balance of the Client's retainer, after deducting outstanding costs, if any, the balance shall be returned to the Client at the conclusion of the matter.

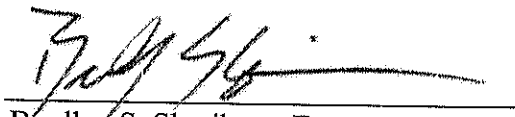
We will endeavor to serve the Client effectively and strive to represent its interests vigorously and efficiently. Any expressions on our part concerning the cost or outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. For us to provide these services most effectively, we require you to disclose fully and accurately all pertinent facts and keep us apprised of all developments in the matter. Please cooperate with us and make yourself available to attend meetings, conferences, hearings, and other proceedings as appropriate.

Our Firm will provide legal services to you and bill you for those services in accordance with the attached Addendum. Please review this letter and the Addendum in their entirety. If you have any questions or concerns regarding the foregoing terms and conditions, or the terms of the Addendum, do not hesitate to contact me. **Please acknowledge your understanding and approval of all the terms and conditions contained in this letter and the Addendum by signing and returning a copy of this letter to the undersigned together with a check for the retainer amount.** We will begin our representation upon receipt of the executed copy of this letter and your check in the amount of \$2,500.00

Thank you for allowing us to be of service. We look forward to a successful relationship with you.

SHRAIBERG PAGE, P.A.

By:



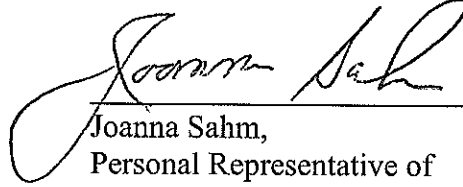
Bradley S. Shraiberg, Esq.

{4209/000/00538723}

April 28, 2022

Page 3

All the terms and conditions contained in this letter and the Addendum have been **REVIEWED, ACKNOWLEDGED AND ACCEPTED** by Client this 30 day of April 2022.



Joanna Sahn,
Personal Representative of
the Estate of Walter E. Sahn, Jr.



Patricia A. Sahn

{4209/000/00538723}

April 28, 2022

Page 4

SHRAIBERG PAGE, P.A.
STANDARD HOURLY FEE ADDENDUM

This Addendum sets forth the standards upon which the Firm will provide legal services to the Client and bill for those services. This Addendum accompanies a fee letter (“Accompanying Letter”) addressed to a client or clients (jointly, severally and collectively, the “Client”) and is part of the agreement between Shraiberg Page, P.A. (the “Firm”) and the Client. This Addendum is incorporated by reference into the Accompanying Letter. To the extent any terms in the Accompanying Letter conflict with this Addendum, the provisions in the Accompanying Letter shall control.

1. **PROFESSIONAL UNDERTAKING:** The Attorney in Charge will have primary responsibility for the Client’s representation and may, in his or her sole discretion, utilize other attorneys and legal assistants in the Firm who can accomplish the work. If at any time the Client has any questions, concerns or criticisms concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the Attorney in Charge.

2. **FEES:** The Firm takes into account many factors in billing for services rendered, and the Attorney in Charge will review all invoices before they are issued to ensure that the amount charged is appropriate. The principle factor is usually the Firm’s schedule of hourly rates, and most invoices for services are the product of the hours worked multiplied by the Firm’s hourly rates then in effect at the time the work is performed.

It is impossible to determine in advance how much time will be needed, since that depends on many things beyond our control. Any amounts we provide for the cost of all or part of our engagement are merely estimates.

Our schedule of hourly rates for attorneys and other members of our professional staff is based on a combination of years of experience, specialization in training and practice, level of professional attainment, and overhead costs. Currently, our hourly rates range from \$250.00 for legal assistants to \$600.00 for our most senior partners. We review our schedule of hourly rates annually, and may revise them at that time. If we change our rates, the new rates will go into effect immediately without special notice to the Client. Upon request, we will provide a client with the rates of those professional staff working on an engagement prior to issuing our invoice.

There may be circumstances where the work performed produces substantial value or a favorable result for the Client which may be far greater than originally anticipated. In such a situation, if the Firm and the Client then mutually agree, the Firm’s fee could be greater than the hourly rates multiplied by the number of hours worked.

3. **COSTS:** It is usually necessary for us to incur, as agent for our clients, expenses for items such as filing fees, court reporter services, telephone conferencing services, deposition or hearing transcripts, travel, lodging, meals, substantial – out of the ordinary – photocopying volume and courier services. Many engagements also require substantial amounts of costly

April 28, 2022

Page 5

ancillary services, such as outside duplication services, trial graphics, imaging and data basing of documents and fee based computerized legal research. The Client will be responsible for all of these types of costs (i.e., out of the ordinary or third-party costs) incurred on the Client's behalf. However, the Client will not be charged for routine internal costs, such as charges for long distance telephone calls, in-house routine photocopy services, faxes, valet parking, routine postage, etc. In order to allocate these expenses fairly and to keep our hourly rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as "costs advanced," "costs incurred," or "disbursements."

Major out-of-pocket expenses, including outside fees and expenses (such as experts, investigators, consultants, court reporters, etc.), will not be advanced by us unless special arrangements are made in advance. Said expenses will be billed directly or forwarded to the Client.

4. **BILLING:** The Firm's invoices generally will be prepared and mailed during the month following the month in which services are rendered and costs advanced. The Firm's invoices are due for payment upon receipt of the invoice. When the Firm represents a client in litigation and a money judgment is obtained, the Firm may, at its option, take the Firm's outstanding fees and disbursements from the money judgment. If the Firm represents the Client on more than one matter, the Firm reserves the right to apply balances from one matter against other matters.

5. **RETAINER:** It is the Firm's policy to require advance payments before the Firm renders services. The Firm's retainer will be the amount set forth in the Accompanying Letter. As the retainer is used by the Firm for payment of ongoing fees, the Client will replace it upon request. If this is a litigation matter, the Firm's obligation to continue rendering legal services and advancing this matter to trial is dependent upon: (a) the Client being 100% current on all outstanding fee and cost obligations for a period beginning thirty (30) days prior to the first day of trial and continuing through the first day of trial; and (b) the payment by the Client at least thirty (30) days prior to the first day of a trial of a retainer equal to the amount estimated by the Attorney in Charge that will be incurred by the Client in fees and costs for the duration of the trial. If either of the foregoing terms is not complied with, the Client agrees that the Firm has the right to immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw, as set forth in this paragraph.

6. **SECURITY FOR FEES AND COSTS:** Florida law provides the Firm with the right to impose a lien upon documents, money and other intangibles and materials coming into possession by the Firm to secure the payment of its fees and expenses. Client expressly grants the Firm with a lien on the retainer. This retaining lien, as well as appropriate charging liens, may be asserted by the Firm in appropriate circumstances.

7. **EMPLOYMENT OF EXPERTS OR ADDITIONAL PROFESSIONALS:** In the event the Firm deems it necessary to employ additional experts or professionals with specialized skills (e.g., accounting, surveying, appraisals, environmental audits, etc.), then, after {4209/000/00538723}

April 28, 2022

Page 6

consultation with (and the consent of) the Client, additional experts or professionals may be employed by the Firm. The Firm will employ experts or professionals in the name of the Client or, at the discretion of the Firm, in the Firm's name on behalf of the Client. The Client is, in either event, responsible to pay the fees and costs of such experts or professionals in full upon receipt of the expert's or professional's statement. The Firm reserves the right to request and obtain an additional retainer to defray the fees and costs of experts or professionals employed in connection with a client matter. All fees and costs of additional experts or professionals shall be subject to the security, interest and other applicable provisions of this Standard Hourly Fee Addendum.

8. **PAYMENT BY OTHERS:** Sometimes another party agrees to pay our client's legal fees and costs, or a court may order our client's adversary to pay all or part of its legal fees and costs. However, in such case, the Client remains primarily liable for payment of all fees and costs. Any amounts received from others will be credited to the Client's account. The Firm has the right to receive the higher of an amount awarded by the court or its hourly fees.

9. **LATE PAYMENTS:** Payment of the Firm's billings is due upon receipt of the invoice. A monthly late fee or interest charge will be added for late payments of fees and/or costs. On the first day of each month, the balance of any invoice then unpaid for more than one (1) month will be subject to a charge of one and one-half percent (1-1/2%) per month. In no event will the rate be greater than permitted by applicable law. If invoices are not paid within the terms agreed between the Firm and the Client, the Firm will have the right to immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw as set forth in this paragraph.

10. **NON-PAYMENT OF FEES AND COSTS:** In the event of failure to pay any statement rendered when due, you agree that we may cease all legal services on your behalf or immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw as set forth in this paragraph.

11. **ATTORNEYS' FEES:** In the unlikely event that it is necessary to institute legal proceedings to collect the Firm's fees and costs, the Firm will also be entitled to a reasonable attorney's fee, paralegal fees and other costs of collection, even if such services and costs are provided by the Firm, including fees and costs for any arbitration, trial and appeal.

12. **TERMINATION:** The Client will have the right to terminate the Firm's representation at any time, but the provisions of the Accompanying Letter and this Standard Fee Addendum related to payment and collection of fees and disbursements shall survive any such termination. The Firm has a reciprocal right to terminate the Firm's representation, subject to its obligation to give the Client reasonable notice to arrange other representation.

13. **WAIVER:** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of {4209/000/00538723}

April 28, 2022

Page 7

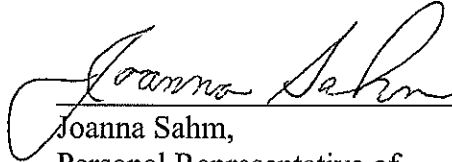
future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

14. **AMENDMENTS:** This Agreement may be amended at any time by mutual consent of the parties hereto, with any such amendment to be unenforceable unless in writing, signed by the Firm and the Client.

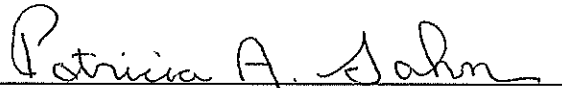
15. **APPLICABLE LAW:** This Agreement shall be governed for all purposes by the internal laws of the State of Florida, without regard to provisions applicable to conflict of laws. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

16. **JURISDICTION AND VENUE:** Any dispute resolution proceeding arising from or relating to this Agreement shall be instituted only in Palm Beach County, Florida, the place where the Client agrees this Agreement shall be deemed to have been executed. Each party hereto submits to the exclusive jurisdiction of the State or Federal courts of the State of Florida.

REVIEWED, ACKNOWLEDGED AND ACCEPTED this ___ day of April 2022



Joanna Sahm,
Personal Representative of
the Estate of Walter E. Sahm, Jr.



Patricia A. Sahm

{4209/000/00538723}