By Urgent Bankruptcy Documents for Trustees Portal and Email Delivery

May 27, 2025

Robin Weiner,
Office of the Standing Chapter 13 Trustee
Southern District of Florida
Fort Lauderdale & Palm Beach Divisions
https://www.ch13weiner.com/

Re: Federal Whistleblower Request and Temporary Stay Continuance pending Investigation Petition # 25-14028-PDR

Trustee Weiner:

As your office should be aware from the recent "Urgent" email of last week seeking to get Authorization to submit Confidential documents via the Trustee Bankruptcy Documents portal, I infomed your office that I was seeking an immediate request by a Florida Licensed Attorney who wished to provide information on Bankruptcy and State court fraud impacting my Bankruptcy Estate and case.

The attorney is a former Intern Prosecutor in the US Attorney's Office of Miami, Florida and is named Inger Garcia, Esq. who apparently was in law school or college with you.

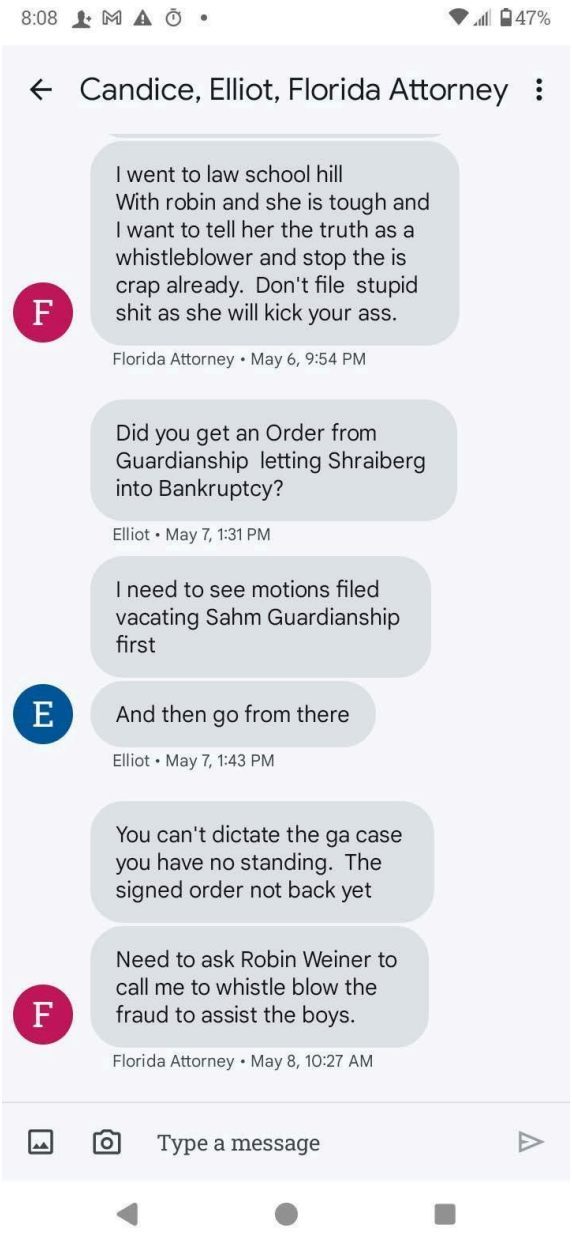
This is not an ordinary request in my view for any Florida licensed lawyer and officer of the court to request Whistleblower protection on Court matters especially with a Prosecutorial background.

My case is an extraordinary case and should be treated this way. I have been reporting matters to the Federal government in relation to my Intellectual Properties "backbone technologies" used universally and used by the Federal government for many years and as you should be aware by my prior Extension request filed 4-28-25 under DE No. 15 I was previously directed by the Director of

the Office of Enrolment and Discipline of the USPTO to file “Fraud against the United States” in relation to the Patents on my Intellectual Properties which were stolen in party by my own prior attorneys at Proskauer Rose using state and a federal bankruptcy court to achieve these crimes.

This document also shows my Emergency Medical conditions and Heart treatment and further that I continue to report matters via a Wash, DC contact who has been personally witnessed entering Federal Courthouses bypassing normal Security and entering Federal Judge’s Chambers etc amongst other activities. Real life Danger and Risk have been around my life and cases since at least the time of 2005 when a Car Bombing of my Family Minivan occurred right here within the territorial district of the US Bankruptcy Court for the Southern District of Florida. See, www:iviewit.tv.

The following is a specific Text Communication request I received by Licensed attorney Inger Garcia, Esq. in relation to fraud and Whistleblower Protection where she stated the following:



I am not aware if Ms. Garcia has directly contacted your office but I am now specifically making this request as she requested of me and I have direct personal knowledge that Ms. Garcia has filed for Protective Orders in the State Court since my last Bankruptcy proceeding, which says that she has contacted the FBI and in fact was telling a State Court Guardian Judge handling a case against Pat Sahm, Sr,, the only true Secured Creditor, just on May 6, 2025 about State Court fraud impacting a likely Witness in this case Patty Sahm, Jr, in what appears to be efforts to “Silence” and “intimidate” Patty Sahm, Jr. as a Witness in this case just like what happened to Pat Sahm, Sr, literally 4 days after I started exposing Fraud in

my prior Bankruptcy in Case No. 23-12630-PDR on April 13, 2023 by Testimony and by written filing. Pat Sahm Sr. was placed in predatory guardianship designed to silence her from further exposing fraud against her.

I note that this recent fraud that Ms. Garcia **reported "On the Record"** in the Pat Sahm, Sr. Guardianship in the 15th Judicial Case No. 50-2023-GA-000245-XXXX-MB occurred May 6, 2025 i**n the very proceeding to authorize Bradley Shraiberg and his law firm to appear again in this court for Pat Sahm, Sr.** ***yet the State Judge skipped on by and AI research shows Case Law authority from the Southern District Bankruptcy Court that the "posture" of State Court proceedings and ability to get Injunctions in the State Court is a relevant factor for the Bankruptcy Court to consider in the Bankruptcy proceedings.***

Mr. Shraiberg appears to have gone ahead and filed his Motion to Lift Stay for this case on that same date May 6, 2025 in this case under DE No. 18 **even before the State Court issued any Order which did not occur until May 8, 2025.**

THE FILING OF FRAUD THAT STARTED GUARDIANSHIP AGAINST PAT SAHM, SR - DE NO. 20 IN CASE NO. 23-12630-PDR FILED APRIL 13, 2023 AND INGER GARCIA'S KNOWLEDGE OF THE FRAUD TO BE SHARED AS WHISTLEBLOWER

I have attached as Exhibit 1 a filed copy of my filing in my prior Bankruptcy under DE NO. 20 in case No. 23-12630-PDR filled April 13, 2023.

I know or have reason to know upon information and belief that Ms. Garcia has or should have significant information relating to the fraud outlined before this very Court in April of 2023.

There is specific information that did not make it to the Record in the original case that predates the motion I filed April 13, 2023 including but not limited to that Pat Sahm, Sr. herself did not want me to be forced into filing Bankruptcy and

specifically had requested that the Sweetapple firm pull the State Foreclosure case off the docket all before that Bankruptcy filing.

Ms. Garcia can speak to this best as "somehow" there allegedly was some "snafu" between her office and Mr. Sweetapple who is at the heart of the State Court fraud and for reasons I do not fully know the State Foreclosure Sale was not pulled from the Auction necessitating and forcing my original Bankruptcy in 2023 with Pat Sahm, Sr. attempting to cooperate to avoid that.

So there are fact issues which Hon. Judge Russin did not get to fully hear in the first case and later Ms. Garcia suggested I withdraw from Bankruptcy in 2023.

Attached as Exhibit 2 is a Notarized Statement by Pat Sahm, Sr. in April 19th of 2023 after the Hearing in this Court where upon information and belief Pat Sahm, Sr, made her own personal notations and exclamation points and comments on the Statement although she has never been heard on this or any facts nor have the Notary or UPS Worker where she got the document ever been called as Witnesses in the State Court. So this is new evidence for this Court and my case not previously heard.

Ms. Garcia certainly has relevant knowledge of facts that occurred after the prior Hearing in Bankruptcy in the 2023 case and also specifically relating to the fraud alleged against Mr. Shraiberg who falsely filed a Retainer and Notice of Appearance on behalf of Pat Sahm, Sr. in the Ch. 11 Bankruptcy before Judge Kimball. Specific new facts and new evidence can be spoken to by Ms. Garcia on many issues raised in my April 13, 2023 filing in my first Bankruptcy including false and likely perjurious testimony by Joanna Sahm both about my first Bankruptcy and specifically about Mr. Shraiberg's initial retainer claimed to be on behalf of Pat Sahm, Sr. in the 2022 Chapter 11 Bankruptcy with BFR, LLC.

I do note that your Staff Attorney Mr. Girardi had appeared on April 13 2023 and was present at the Hearing and should know that Joanna Sahm was initially present on Zoom but then left before she could be called as a Witness.

Ms. Garcia should be able to provide much information on new evidence before this Court since April of 2023 specifically that 4 days after that appearance Joanna Sahm initiated a Mental Health and Guardian case against Pat Sahm, Sr. in what appears to be a scheme to "Silence" her as a Witness to some of the fraud.

To this day there has been no Contested Evidentiary Hearing in any State Court to determine Pat Sahm, Sr. "incapacitated' under law.

Ms. Garcia is "on record" in the State Court Transcripts stating that she believed in her opinion the predatory Guardianship used to Silence Pat Sahm, Sr. was "illegal" and "fraudulent" and as a Whistleblower she should now be heard with Whistleblower Protection.

It is unclear if your office is aware of prior submissions of fraud I made in a Letter to Trustee Bask in Case No. 22-13009-EPK and have attached this filing for your reminder. Below is an actual email sent to Trustee Bask containing the Letter attached as Exhibit 3.

> **From:** Eliot <iviewit@iviewit.tv>
>
> **Date:** July 11, 2022 at 11:12:39 AM EDT
>
> **To:** baksttrustee@gmlaw.com
>
> **Cc:** heidi.a.feinman@usdoj.gov, Lalit Jain <LKJESQ@lkjesq.com>, "Inger Michelle Garcia, Esq." <Serviceimglaw@yahoo.com>, "Inger Michelle Garcia, Esq." <attorney@ingergarcia.com>, Arthur Morburger <amorburger@bellsouth.net>, Leslie Ferderigos <leslie@fightingfirm.com>, Josh Bernstein <telenetjosh@gmail.com>, telenetjake@gmail.com, Daniel Bernstein <dannymojo1@gmail.com>, Candice Bernstein <TOURCANDY@gmail.com>
>
> **Subject: Case 22-13009-EPK Bernstein Family Realty LLC**
>
> Dear Trustee Bakst,

I have a attached a copy of the email below with all exhibits in Adobe PDF format. Let me know if you received this and had any trouble with the document. If you would like me to send you the Exhibits separate lmk. Thanks, Eliot

SEE ATTACHED EXHIBIT 3

This can also be found as a Filed copy in the BFR, LLC Chapter 11 case at Case 22-13009-EPK Doc 54 Filed 07/13/22 Page 20 of 200.

This submission has Transcript quotes where Ms. Garcia put fraud on the record as a Licensed attorney and officer of the court showing Brad Shraiberg had been improperly filing for a Dead man as well like Robert Sweetapple had improperly done in state court to obtain the original Final Judgment in fraud.

I believe Ms. Garcia not only has information on fraud in the bankruptcy proceedings but also on whether Pat Sahm, Sr. should be represented by Shraiberg and even in a Guardianship with Charles Revard.

I believe this fraud should be heard after Conflicts of Interests waivers by all parties are resolved.

ADDITIONAL SUBMISSIONS, LOCAL RULE, EXTENSIONS ADEQUATE PROTECTION

I am in the process of supplementing this submission with other documents, just one being the "missing millions" federal court Northern District of Illinois filing excerpt filed in the Chapter 11 proceeding showing Millions in unaccounted assets that my Bankruptcy Estate claims.

Mr. Shraiberg has not addressed in any way at all the burden required on adequate protection and the current market value of the property provides adequate protection alone in addition to other Registry funds in my sons' names that were attempted to be used to simply "settle" the case.

I plan to attach a Transcript from State Court Judge Burton who saw that the “legal fees” had taken over the case or words to that affect. Ms. Garcia states on that Record she believed the Guardianship to silence Pat Sahm, Sr. to be illegal.

The original BK has an Affidavit of William Stansbury who has never been heard even though his Affidavit was filed in the State Court and Bankruptcy Court in 2022 and has critical information that other Estate Trust assets of my parents were designated to satisfy the “friendly” business deal he made with Walt and Pat Sahm, Sr. specifically as “Asset Protection” for myself and my direct family for life. I am not sure how or why the information did not come into this first Bankruptcy of mine but I maintain with my Wife Canice Homestead Protection and Homestead rights based on this Asset Protection and relevant facts and have filed this with the State Court and will provide a copy.

What has happened here is a “friendly” Asset Protection Private Note between business friends being my father Simon Bernstein and Walter Sahm both now deceased has ballooned into a nearly $600K Judgment with fees with no Hearings where I can show in detail my Plan and efforts to satisfy Walter Sahm for nearly 12 years and but for frauds against my family and companies would have millions of dollars at my disposal.

From AI case search, Momentum Mfg. Corp. v. Employee Creditors Comm. (In re Momentum Mfg. Corp.), 25 F.3d 1132, 1136 (2d Cir. 1994) (“It is well settled that bankruptcy courts are courts of equity, empowered to invoke equitable principles to achieve fairness and justice in the reorganization process.”).

Mr. Shraiberg has not met this burden.

Likewise I am confused by your Office filing on a missed Plan payment under the Local Rules as it appears Mr. Giradi had not read my filed Plan.

Local Rule Number: Rule 3070-1(A)(2)(b) provides, "(b) Pre-confirmation adequate protection payments governed by 11 U.S.C. §1326(a)(1)(C), shall only be

made directly by the debtor to the secured creditor if the debtor's plan so provides or if no plan provision addresses payment of the secured claim."

My Plan which is Confirmable or can be upon Amendment did not initially provide for Payments to the Trustee's Office for the Secured Creditor because of these outstanding issues and also seeks to Satisfy Pat Sahm, Sr. by lump sum distribution or perhaps a few interim substantial good faith payments.

See, "The Proposed filed Chapter 13 Plan had no provision for interim payments directly via the Trustee's Office and instead Proposes terms to pay off the proper Secured Creditor Pat Sahm, Sr. in a lump sum or over 12 months upon release of Registry funds and other proceedings to recover hidden and upaid assets. See Case 25-14028-PDR Doc 25 Filed 05/12/25 Page 1 of 3"

Thus, not only did your Staff Attorney file the motion to Dismiss prior to even reviewing the attached information on a Florida licensed Attorney seeking Whistleblower Protection to report fraud relating to this Bankruptcy, but further either missed reading the Filed Plan or misapplied the Local Rule.

In either case I respectfully urge your Office to withdraw this motion on both grounds and seek immediate investigation of the Whistleblower claims of the Florida Licensed attorney and support at least a Temporary Stay of matters pending investigation while maintaining the automatic stay of Bankruptcy.

My belief is a non-conflicted Trustee's Office would seek to support My Plan perhaps with modifications but understand this is an Extraordinary case and employ the full resources of the Office available as this process began with related charges of "Fraud against the United States" relating to hundreds of billions of Assets for myself and companies from the Intellectual Properties as urged by then Director Harry Moatz of the OED of the USPTO and where the Federal Government itself is not only a prominent user of the Technologies but also where SBA loans backed some of the original investment.

Even if your Office were not to immediately consider those Assets due to the complexity of the current status, the Fraud supported by the Florida Licensed Attorney seeking Whistleblower and the presently held State Court Registry funds and hidden Estate and Trust assets are more than sufficient to arrive at a Confirmable Chapter 13 Plan that provides adequate protection to Secured Creditor Pat Sahm Sr and provide a reasonable organization plan to pay off any Non Priority Unsecured creditor under the Plan as well.

""This Court regularly "frustrates" a wide variety of judgments of courts of proper jurisdiction by staying actions to collect and by stopping the accumulation of interest and penalties until the Code procedures run their course. Contempt judgments have not been specially exempted from this treatment by the Code, and the Court will not fashion such an exemption on its own." see, In re Chris-Marine USA, Inc., 262 BR 118 - Bankr. Court, MD Florida 2001.

“Additionally, a court should be reluctant to dismiss a case or to grant relief that will effectively end any chance for reorganization when confirmation, the natural end of the carefully designed Chapter 11 process, looms soon in the future. See In re Annicott Excellence, LLC, 258 B.R. 278, 285 (Bankr.M.D.Fla. 2001). A creditor must show some compelling justification for a court to abort the statutory confirmation process within a short time of its climax. See id. see, In re Chris-Marine USA, Inc., 262 BR 118 - Bankr. Court, MD Florida 2001.

AI research further shows support in Florida Bankruptcy law for a Debtor to obtain a temporary Stay or Continuance to file updated Schedules and amendments to plans.

A 1999 Debtor appears to have received extensions from May until August to do an update to the plan because an Adversary Proceeding was needed to get Accountings from Partnerships which is exactly what my family has been fighting in Courts for years to obtain such as Accountings of “missing millions” and distribution of concealed assets.

“On May 6, 1999, the Debtor filed a further Motion to Extend Time to File Plan of Reorganization and Disclosure Statement and Extend Exclusivity. The basis for this request was that the "Debtor has filed an adversary proceeding seeking an accounting and other relief for a number of partnerships and other entities in which it owns an interest." The Motion was granted, and the Debtor was allowed until August 7, 1999, to file its Plan and Disclosure Statement. In re Double W Enters., Inc., 240 B.R. 450, 455 (Bankr.M.D. Fla. 1999.

I seek the support of your Office in relation to the request to be heard as a Whistleblower by Ms. Garcia and further to withdraw your present motion by Mr. Giardi as the Plan did not provide for Plan Payments to the Trustee and further support as outlined herein.

I also note that life threatening danger has been real in my life and family life through these cases and I do not know the full nature of threats against Ms. Garcia but this should be duly considered by the Office of the Trustee and FBI or appropriate agencies including the safety of Pat Sahm, Sr. where there are beliefs of her being improperly drugged and it is clear her voice has been silenced except a TV Interview she did a few months ago appearing competent and healthy for her age.

In closing, I received this Text from Ms. Garcia just recently today: “From Inger 5.27.25 So what are we doing in federal court to fix all the fraud filed
By Brad and setting aside the orders in both cases”.

Respectfully,

Dated: May 27, 2025

/s/ Eliot I. Bernstein
Eliot I. Bernstein, Ch. 13 Debtor Pro Se
2753 NW 34th Street
Boca Raton, Fl 33434
561-886-7628
iviewit@gmail.com

iviewit@iviewit.tv

Exhibit 1 - EIB April 1~~k~~3, 2023 BK filing

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

In Re:

Eliot Bernstein,

Debtor,

Case No. **23-12630-PDR**
Ch. 13

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. Sahm 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. Sahm, 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. Sahm, 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. Sahm, 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. Sahm 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. Sahm, 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. Sahm 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 Sahm in not just a fraud upon the Court but a potential criminal act in the nature of forgery all the while exposing Patricia A. Sahm 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. Sahm, 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 Patricial 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. Sahm and Patricia A. Sahm (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 Sahm passed the Secured Creditor interests passed "automatically" to the Surviving spouse Patricial A. Sahm, 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 Sahm as Personal Representative of the Estate of Walter E. Sahm, 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 Sahm 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 Sahm, and his wife, Patricia Sahm. 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 Sahm as a creditor, but secondly, the review of the mortgage is, it's owned tenancy by the entireties. It says Walter Sahm and his wife, Patricia Sahmm when he passed by law, Patricia Sahm 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 Sahm 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

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NELSON MULLINS

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

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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>
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

NELSON MULLINS

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 Sahm'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 Sahm all the while exposing Patricia A. Sahm and the Estate to liability and counterclaims. In fact Mr. Shraiberg's initial Appearance before Judge Kimball was on behalf of Walt Sahm 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 Sahm 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. Sahm 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. Sahm 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. Sahm. Upon information and belief, Patricia A. Sahm, 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

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37. Under this Local Rule, Mr. Shraiberg and Joanna Sahm 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 Shraiberrg 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

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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 refererenced 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

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

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EXHIBIT 2

MOVANTS' EXHIBIT 26

SHRAIBERG PAGE P.A.

Reply to:
Bradley S. Shraiberg
Direct: (561)443-0801
Email: bss@slp.law

April 28, 2022

Joanna Sahm,
Personal Representative of
the Estate of Walter E. Sahm, Jr.
and Patricia A. Sahm
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. Sahm:

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. Sahm, Jr., and Patricia A. Sahm (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

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}

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 Sahm,
Personal Representative of
the Estate of Walter E. Sahm, Jr.

Patricia A. Sahm

2385 N.W. Executive Center Drive, Suite 300 · Boca Raton, Florida 33431
Office 561-443-0800 · fax 561-998-0047

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

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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

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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

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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

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Office 561-443-0800 · fax 561-998-0047

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 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.

Witness's Signature

10108 Country brook Rd Boca Raton 33428
Address

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
Notary Public - State of Florida
Commission # HH 049594
My Comm. Expires Oct 1, 2024
Bonded through National Notary Assn.

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 Sahm, and his wife, Patricia Sahm. 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 Sahm as a creditor, but secondly, the review of the mortgage is, it's owned tendency by the entireties. It says Walter Sahm and his wife, Patricia Sahmm when he passed by law, Patricia Sahm 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 Sahm 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 Sahm 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 Sahm 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 Sahm.

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.

NOTARY PUBLIC

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

Exhibit 2- Pat Sahm Affidavit and Revocation POA

Filing # 186563265 E-Filed 11/21/2023 08:04:14 AM

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

CASE NUMBER: 50-2018-CA-002317-XXXX-MB (AF)

WALTER E. SAHM and PATRICIA SHAM

Judge NUTT

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 as Trustees of the Simon L. Bernstein Revocable Trust Agreement dated May 20, 2008 as amended and restated;
ELIOT BERNSTEIN;
CANDICE BERNSTEIN, Individually and as Natural Guardians of Minor Children JO., JA., and D. BERNSTEIN;
AND ALL UNKNOWN TENANTS.

Defendants.
_____/

NOTICE OF FILING

Defendant Bernstein Family Trust, LLC, by and through the undersigned counsel, files this notice of filing Plaintiff Patricia Sahm's documents:

1. Attached are numerous relevant documents for this Court's consideration.

WHEREFORE, Defendants request that the court consider these documents in its decisions.

Respectfully submitted,

By: /s/ Inger M. Garcia
Inger M. Garcia, Esquire
Florida Bar Number: 0106917
FLORIDA LITIGATION GROUP
7040 Seminole Pratt Whitney Rd. #25, Box 43
Loxahatchee, FL 33470
Direct: (954) 394-7461
Service: Attorney@ingergarcia.com
Email: Attorney@floridapotlawfirm.com
Email: serviceIMGLaw@yahoo.com
Counsel for Defendants BFR, Bernstein(s), tenants

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FILED: PALM BEACH COUNTY, FL, JOSEPH ABRUZZO, CLERK, 11/21/2023 08:04:14 AM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true copies of the foregoing document were filed electronically with the Clerk of Court through the Florida Courts e-filing Portal, which shall serve an electronic copy by e-mail on counsel of record this 21st day of November 2023.

By: /s/ Inger M. Garcia
Inger M. Garcia, Esquire

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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 P.A.S., 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 P.A.S.

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.

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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. Sahm PALS (name of person acknowledging).

(Seal)

MARIE M. LAPLANTE
Notary Public - State of Florida
Commission # HH 049594
My Comm. Expires Oct 1, 2024
Bonded through National Notary Assn.

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

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SETTLEMENT AGREEMENT

Interested Parties BERNSTEIN FAMILY REALTY LLC, an LLC, and the BERNSTEIN FAMILY Members, Eliot Bernstein, Candice Bernstein, Joshua Bernstein, Jacob Bernstein, and Daniel Bernstein (hereinafter known as "BFR" or "Bernstein" or "Interested Parties") and Patricia A. Sahm, as sole owner and surviving spouse of Walter Sahm, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Settlement Agreement (the "Agreement") on this 22nd day of May 2023.

RECITALS:

WHEREAS, ON June 24, 2021, filed on July 1, 2021, an Order Admitting Will to Probate and Appointing Personal Representative Johanna Sahm was entered for Walter E. Sahm, Jr., in Marion County, Case No. 21CP001223AX. The mortgage and note at issue in this settlement are not part of the inventory of the estate of Walter E. Sahm, Jr., has not been assigned or transferred, and the ownership has fully vested in Patricia A. Sahm as surviving spouse. Patricia A. Sahm has full authority to resolve the mortgage and note foreclosure matter. Walter E. Sahm, Jr. died on January 5, 2021. The original note is to be deposited with the attorney of Patricia A. Sahm, and will not be endorsed, transferred, or assigned pending this settlement, except as provided for in this settlement agreement.

WHEREAS, on February 23, 2018, Plaintiffs, Walter E. Sahm and his then wife Patricia A. Sahm, filed a lawsuit for foreclosure on a first mortgage and promissory note, as amended (recorded on April 12, 2012 in the Public Records of Palm Beach County, Florida O.R Book 25132, Page 1051) on Lot 68, Block G, Boca Madera Unit 2, according to the Plat thereof, as recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida; 2753 NW 34th Street, Boca Raton, FL 33434; Case No. 50-2018-CA-002317, in Palm Beach

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County against Defendants Bernstein Family Realty, LLC, a dissolved LLC, Eliot Bernstein - individually, Candice Bernstein - individually, Eliot Bernstein and Candice Bernstein, As Natural Guardians Of Minor Children Jo., Ja. And D. Bernstein; And All Unknown Tenants, Joshua Bernstein, Daniel Bernstein, Jacob Bernstein, 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, and Lisa Friedstein, Individually And Trustees Of The Simon L. Bernstein Revocable Trust Agreement Dated May 20, 2008, As Amended And Restated, to foreclose on a first mortgage.

WHEREAS, Walter E. Sahm, Jr., is now deceased and his surviving spouse Patricia A. Sahm is the only true current party in interest in that mortgage and note in the Palm Beach foreclosure case as "The Walter E. Sahm, Jr. & Patricia A. Sahm Revocable Family Living Trust dated August 31, 1999" and "the Estate of Walter E. Sahm, Jr.".

WHEREAS The surviving spouse, Patricia A. Sahm, and the Bernstein family and Bernstein Family Realty LLC, have reached a settlement of the foreclosure on the first mortgage claims between Plaintiffs and Defendants asserted in or relating to the foreclosure Lawsuit herein above, and the release of funds in the Shirley Bernstein trust case that will be partially used toward the satisfaction of this first mortgage.

WHEREAS, the Bernstein family home, the property at issue, to wit: 2753 NW 34th Street, Boca Raton, FL 33434, was set for sale in the West Palm Beach foreclosure case on April 4, 2023, at 10:00 a.m., based on a Final Judgment dated December 23, 2021, and this settlement will result in the foreclosure case being abated/stayed pending full and final payment of the settlement; which will then result in a full satisfaction of mortgage being recorded, and a dismissal with prejudice of the foreclosure case.

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WHEREAS, BFR and the Bernstein family's counsel represents that the funds to pay the full payment on the Settlement Amount referenced below will be the subject to a hearing for its release from the court registry in front of Judge Laura Johnson in West Palm Beach in Case No. 50-2014-CP-003698-XXXX-NB, in the Shirley Bernstein trust matter. The attorney for the Patricia A. Sahm will attend the zoom hearing and fully support the settlement agreement, the release of funds, and will assist with the conclusion of the foreclosure case as the only true Party in interest of this first mortgage and note.

WHEREAS the Bernstein Family Realty LLC is a Florida LLC, reinstated, Daniel Bernstein, Jacob Bernstein, and Joshua Bernstein are the majority owners with the sole right to receive distributions from the LLC. They may be winding up the company's activities and affairs, and are appointed to do so by the mutual unanimous consent of the transferees owning a majority of the rights to receive distributions as transferees at the time the consent is to be effective. A person appointed under this subsection has the powers of a sole manager under s. 605.0407(3) and is deemed to be a manager for the purposes of s. 605.0304(1). 605.0709. In winding up the affairs of the LLC, Daniel, Jacob, and Joshua Bernstein will take all necessary steps to effectuate this settlement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference.

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2. **Payment**.

a. BFR and the Bernstein family shall pay Patricia A. Sahm, through her attorney's trust account, Amber Patwell , Esq., the total amount of $225,000.00 from the proceeds released from the court registry, as full and final payment and satisfaction toward the current first mortgage and final judgment. (the "Settlement Amount" or the "Payment").

b. The full payment shall be $225,000.00. These funds are currently being held in the Palm Beach Court registry for the benefit of the three Bernstein young men, Daniel, Joshua, and Jacob Bernstein. The parties agree to cooperate at the hearing to be held, to ensure that $225,000.00 of the funds are released directly to the trust of account of Amber Patwell , Esq. as directed in the court order. The entire remaining balance of the funds in the court registry will be released to the Trust Account of Inger M. Garcia IOTA.

c. BFR and the Bernstein family shall pay the entire Settlement Amount via check issued directly from the clerk registry to the trust account of Amber Patwell Law, Esq.

d. If court orders are necessary in either the Walter E. Sham, Jr. probate case in Marion County, or the Palm Beach foreclosure case, or in the Shirley Bernstein trust case; the parties agree to fully cooperate and file any needed joint agreed motions to confirm the settlement, to release the funds as agreed, and to file the dismissal of the foreclosure. No other party or person can interfere with this agreement, cause any further delays in releasing said funds, or cause the

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property at issue to sell in the foreclosure case. There are no other interested parties to these funds or to the home at issue.

e. The parties will cooperate jointly with any title company or lender per this agreement if needed.

f. At the final payment clearance, a full satisfaction will be recorded, and the pending foreclosure lawsuit will be dismissed with prejudice. The parties will also appear before Judge Bell in the foreclosure if needed to inform the court of the settlement and to file the dismissal with prejudice and to record the satisfaction of mortgage. No party or other person is to interfere with this settlement or cause the property to be sold.

3. Stay/Abatement/Dismissal of the Lawsuit. Within 3 days of the payment following the hearing in front on Judge Laura Johnson, the parties shall file the satisfaction of judgement and dismissal with prejudice. Although the estate confirmed it has no rights to this note and mortgage, if the agreement needs to be approved in the estate case, the parties will cooperate to achieve that resolve.

4. Costs and Expenses of the Lawsuit. The Parties each agree to bear their own attorneys' fees, costs, and expenses incurred in connection with this Agreement.

5. No Assignment. The Parties to this Agreement represent and affirm that neither has assigned to any third-party any of the claims or causes of action it has, had, or may have against each other.

6. Advice of Counsel. The Parties to this Agreement hereby acknowledge, agree, represent, and warrant: (i) that such Party has had the advice of counsel of such Party's own choosing in negotiations for, and in the preparation of, this Agreement; (ii) that such Party has read

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this Agreement or has had the same read to such Party by its counsel; and (iii) that such Party enters into this Agreement voluntarily and is fully aware of this Agreement's contents and legal effect.

7. **Severability.** If any provision of this Agreement is rendered invalid for any reason, or has been rendered unenforceable in any jurisdiction, all other provisions of this Agreement shall nevertheless remain in full force and effect in such jurisdiction, and all provisions of this Agreement shall remain in full force and effect in all other jurisdictions. Upon determination that any provision of this Agreement is invalid or unenforceable, this Agreement shall be amended to achieve the original intention of the Parties as closely as possible.

8. **Entire Contract & Amendment.** This Agreement supersedes all prior negotiations, settlement discussions, and representations and contains the complete and entire Agreement between the Parties to this Agreement with respect to the matters contained herein. This Agreement may be modified only by a written document, signed by all Parties hereto.

9. **Governing Law.** This Agreement shall be governed and interpreted under Florida law.

10. **Forum Selection.** Any dispute arising out of or relating to this Agreement shall be brought in the Fifteenth Judicial Circuit Courts in and for Palm Beach County, Florida.

11. **Attorneys' Fees.** Should any Party to this Agreement need to resort to legal proceedings of any kind to enforce this Agreement, the prevailing party shall recover all costs and attorneys' fees from the non-prevailing party or parties.

12. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any terms, covenants, conditions, or agreements contained herein.

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13. Counterparts. This Agreement may be executed in separate counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Facsimile copies, Portable Document Format (PDF) copies of signatures, and any signature made or delivered by a Party through electronic mail or other digital means (including any signature created, populated, or used by a Party through DocuSign or other similar electronic or digital signature program) shall be deemed effective and an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

Patricia A. Sahm

Patricia Sahm

Date: 5-22-23

Bernstein Family Realty LLC, a Florida LLC

Jake Bernstein, Member

Date: 05-22-2023

Eliot Bernstein

Date: 5/22/23

Candice Bernstein

Date: 5-22-23

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Jacob Bernstein JNB Date: 05-22-23	Joshua Bernstein Date: 5/22/23
Daniel Bernstein Date: 5/22/23	

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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.

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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.

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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.

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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 Sahm were friends and business partners for some time.

PS. 4-19-23

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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 4-19-23

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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

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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

NOT A CERTIFIED COPY

Rolande M Renaud

Signature of Notary Public – State of Florida)

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

NOT A CERTIFIED COPY

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.

NOT A CERTIFIED COPY

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 Kellogg , WITNESS 4/19/2023 DATE

Exhibit 3 - Bask Letter Bankruptcy Letter re Frauds

Michael R. Bakst, Trustee
P.O. Box 407
West Palm Beach, Fl 33402
baksttrustee@gmlaw.com
Phone: 561-838-4523

Dear Trustee Bakst,

"***Time stands still*** until judicious valid Justice protects all jurists and Courts from void injudicious miscarriages of Justice ("Justicides") they commit ("Jurisprudence") as duly proved in attached TSS LKJMOL A1-A4.[1] " Attorney at Law, Lalit K. Jain, Esquire

I write to you today as an interested party in the above referenced case and creditor in the action. As you are now aware from the June 08, 2022 hearing transcript[2], **Attorney at Law and Officer of the Court**, Inger Garcia, Esq. reported on the record to the Bankruptcy Court a fraud on the Bankruptcy Court, a fraud on a FL State Court, Creditors and Debtors and the Trustee. Ms. Garcia's statements awoke the Court to the fact that a dead person had motioned the Court for hearing and the Court was hearing the motion filed by the dead person. This fraud was achieved by attorney Bradley Shraiberg, Esq. with false oaths to the Court regarding his representation of a dead person and fraudulent motions filed with the Court using the deceased person. Shraiberg has been representing a dead person since the start of these proceedings as part of a more complex series of frauds taking place in these matters, that started in the Florida State Court. These frauds were done knowingly and with the intent to deceive the Court and the parties involved in an effort to steal assets of the BFR Estate.

Some background information will help you understand the fraud in and on the US Federal Bankruptcy court and others.

1. Walter Sahm died on **January 05, 2021, see attached Exhibit Walter Sahm Death Certificate[3].**
2. On August 05, 2021 (8 months after his death) Walter Sahm while deceased, as if alive, filed for Summary Judgment on - FL 15th Judicial Case #50-2018-CA-002317-XXXX-MB Docket #85 "MOTION FOR SUMMARY FINAL JUDGMENT OF FORECLOSURE, TAXATION OF COSTS, AND AWARD OF ATTORNEYS' FEES." Attorney Robert Sweetapple, Esq. filed this.
3. On December 23, 2021 (nearly a year after death) - Walter Sahm while deceased, as if alive, was awarded Final Judgment in his name as if alive, not in the name of his Estate. - FL 15th Judicial Case #50-2018-CA-002317-XXXX-MB Docket #88 "FINAL JUDGMENT FORECLOSURE, , AMOUNT OF FJ $353,574.68, SALE DATE 04/20/2022, SIGNED DATE 12/21/2021 - J KASTRENAKES BOOK 33193 PAGE 500-504".

[1] Exhibit 1 - Attorney Lalit K. Jain, Esq. - Memorandum of Law - Please verify at www.TruthIsPrudence.Com .
[2] Exhibit 2 - June 08, 2022 Hearing Transcript
[3] Exhibit 3 - Walter Sahm Death Certificate

4. On April 04, 2022 A Suggestion of Death was filed - FL 15th Judicial Case #50-2018-CA-002317-XXXX-MB Docket #155 "NOTICE OF CORRECTION OF DATES OF SUGGESTION OF DEATH AND SUPPLEMENTAL 1.530 (F/B DFT ELIOT I. BERNSTEIN)" notifying the parties of Walter Sahm's death. It defies belief that even after this Suggestion of Death was put into the record in Kastrenakes Court, which should have abated the case until a substitution for Walter was made by his Estate, counsel continued to move knowingly and with bad intent further using deceased Walter, including continuing the fraud in and on the Federal Bankruptcy Court.
5. On April 14, 2022 The Final Judgment in Walter Sahm's name was then used in a "Proof of Publication" regarding the sale of the home that is part of the BFR Estate - FL 15th Judicial Case #50-2018-CA-002317-XXXX-MB Docket #167 "NOTICE OF FORECLOSURE SALE."
6. On **April 25, 2022** (nearly a year and half after Walter's death) Bradley Shraiberg, Esq. entered a Notice of Appearance for the deceased Walter Sahm to the Bankruptcy Court in this case, which states "PLEASE TAKE NOTICE that Bradley S. Shraiberg, Esq. of Shraiberg Page, P.A., hereby enters notice of appearance as counsel for Walter E. Sahm and Patricia Sahm (together, "Secured Creditors")..."
7. Bradley Shraiberg appeared before the Court representing a deceased party repeatedly and even after a suggestion of death was filed in the Bankruptcy Court continued the fraud and this was all part of more elaborate frauds taking place in these matters and efforts to defraud the BFR Estate of property.

From the June 08, 2022 transcript I quote attorney Inger Garcia, Esq.;

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. <u>The final judgment</u>
<u>12 was done in the name of a dead man.</u> 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. **<u>He was</u>**
<u>17 misled in the court</u>, 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 <u>attorney who are filing for dead people</u> 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.

And further

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) <u>fraud on the court</u>.

Mr. Shraiberg filed a notice of appearance for a deceased Walter Sahm who had been dead for a year and a half before his representation began before the Bankruptcy Court. Mr. Shraiberg continued this fraud by then preparing pleadings for a deceased party and then representing him at hearings. The dead Walter Sahm then filed a joinder motion to the US Attorney motion heard on June 08, 2022.

The initial notice of appearance filed in the Bankruptcy Court by Shraiberg was and is for a deceased person and this act alone appears to violate all of the following;

18 U.S. Code § 152 - Concealment of assets; **false oaths and claims**; bribery;
18 U.S. Code § 1341 - **Frauds and swindles**; and
18 U.S.C. § 1519. Destruction, alteration, or **falsification of records in Federal investigations and bankruptcy**.

When criminal activity is suspected, the trustee must notify the United States Trustee immediately. 18 U.S.C. § 3057. In all cases where the trustee suspects criminal activity, the trustee must immediately notify the United States Trustee so that the recording of the meeting of creditors may be properly secured and stored to preserve its later use in a criminal proceeding. 28 U.S.C. § 586. I would assume that Heidi Feinberg, Esq., acting as US Trustee in the case and who was present when Ms. Garcia exposed the frauds, would have already taken these steps and began to fulfill her fiduciary duties to report fraud, especially where the allegations were made by a Florida Licensed Attorney.

These frauds also concealed via fraud a necessary party from the proceedings both in the State Court and the Bankruptcy Court, the Estate of Walter Sahm, where the Estate and the PR, are and have always been necessary parties as is now evidenced by the attempt of Mr. Shraiberg to now substitute the Estate of Walter Sahm. A bit too late for attempting to cover the crime up. Thereby, all hearings and pleadings should be void as a necessary party was intentionally concealed from the proceedings through fraud.

Further, Ms. Garcia, Esq. as an Officer of the Court also reported to the Bankruptcy Court that the final judgment the Sahm's possess and are asserting as a creditor claim from the StateCourt, was gained through a similar fraud on that court of using a deceased Walter Sahm to both file for Summary

Judgment and a deceased Walter was issued a Final Judgment in his name that is now before the Bankruptcy Court, not in the name of his estate or the PR's name, all part of an elaborate and ongoing fraud to steal property of the BFR Estate. All of this obstruction via simulated legal process to gain real property represents numerous other frauds, which must now also be investigated.

It appears that Mr. Shraiberg was continuing the fraud on the Bankruptcy Court that began in the State Court with Judge Kastrenakes. Shraiberg is asserting to this Court a final judgment that was fraudulently gained and is in a deceased Walter's name individually and it appears he did not want to disrupt the apple cart by explaining just exactly how that came to be to the Bankruptcy Court and knowing that judgment was void he continued to act as if he were unaware of his alleged clients death. Despite knowing that Walter was dead, it was not until the day after the June 08, 2022 hearing, after Ms. Garcia, Esq. exposed the fraud on the record, that Shraiberg acknowledged that his client was dead since January 2021 and tried to substitute Walter's Estate. However the final judgment he holds as a creditor claim is not in the Estate of Walter Sahm and thus I am uncertain if they are a proper party before the Court or more fraud in effort to cover up the other fraud.

Sharaiberg then tried substituting the Estate and an alleged PR, Joanna Sahm, to replace Walter, as if this would somehow cure the ongoing frauds. No letters testamentary were presented to prove such substitution valid or legal and at this time no notice of appearance has been filed by counsel to represent the Estate of Walter. We are concerned that the Sahm's are not even aware of the frauds their attorneys are committing in their names and Joanna Sahm may not be aware of her breaches of fiduciary duties if she is the PR and involved in concealing the Estate from the State and Federal court actions.

Further, Mr. Shraiberg misled the court repeatedly in the hearings in both State and Federal Court that Walter Sahm's interest in the mortgage and final judgment was somehow transferred by Tenants by the Entirety to his wife Patricia upon the death of Walter Sahm and thus he claimed no harm no foul. This claim is apparently false and misleading as Mr. Shraiberg has now substituted the Estate of Walter Sahm, not Patricia Sahm and thus by his own admission and substitution the interest did not pass to Walter's wife but instead to his Estate. This also exposes that the Estate was a necessary party in the State Court immediately after Walter's death and thus the fraudulently obtained final judgment issued to a deceased person in that court is void.

Now that the Bankruptcy Court and you have information from attorney Garcia that the current note held by the Sahm's was obtained and issued improperly by "FRAUD ON THE COURT" and that the name on the note being a dead person is therefore also void before the Bankruptcy Court, then any sale of the property based upon these frauds would constitute a fraudulent transfer of property to whomever it is proposed to be sold to and by whomever sells it. It would be unconscionable for you or the Court to now move forward with any sale by advancing this fraud through any action that would be considered as continuing the fraud instead of curing it. For this Bankruptcy Court to further advance the Sahm's judgment to sell any property or as cause to sell property, would be furthering an ongoing fraud on the court and all parties involved and any potential buyer.

I am writing to you to find out what duties and obligations you have to discharge as a US Trustee once it is proven a fraud on the Bankruptcy Court, exposed by a Court Officer, Inger Garcia Esq. has occurred, as is this case in this matter. It appears from just ethical bar rules as a lawyer you are required to report fraud and misconduct of other attorneys to the proper state, federal, civil and criminal authorities. I also believe concealing such crimes could be construed as Aiding and Abetting the crime in progress, Misprision of Felony for any failure to report the crimes and more. I believe that parties that participated in this fraud and those who are now material and fact witnesses (listed below) to the crimes should be removed immediately from the proceedings. I would recommend that the case be stayed due to the frauds and until the fraud is resolved criminally first and new conflict free parties are assigned to hear the case with all necessary parties legally at the table with non-conflicted counsel.

The Sarbanes-Oxley Act of 2002, created 18 U.S.C. § 1519. Section 1519 covers the alteration, destruction or falsification of records, documents or tangible objects, by any person, with intent to impede, obstruct or influence, the investigation or proper administration of any "matters" within the jurisdiction of any department or agency of the United States, or any bankruptcy proceeding, or in relation to or contemplation of any such matter or proceeding. It provides:

"Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any case filed under title 11, or in relation to or contemplation of any such matter or case, shall be fined under this title, imprisoned not more than 20 years, or both."

Finally, there is another deceased party perpetrating a fraud on the Bankruptcy Court in this matter and that concerns Ted Bernstein and his lawyer Alan Rose, Esq. Mr. Rose has claimed on the record at the June 08,2022 hearing that he is representing "Ted S. Bernstein as Trustee of the Simon L. Bernstein Amended and Restated Trust" [4], which he claims to hold a second mortgage to the home. However, a quick review of the trust, attached herein, and you will find that Ted Bernstein is considered Predeceased for "**All Purposes"** of the trust and is further precluded from being a Successor Trustee as he is related to Simon Bernstein, his father and therefore precluded.

From the attached Simon Bernstein Amended and Restated Trust, I quote;

> "Notwithstanding the foregoing**, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN,** PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, **shall be deemed to have predeceased me** as I have adequately provided for them during my lifetime."
>
> AND

[4] Exhibit 4 - 2012 Simon Bernstein Amended and Restated Trust

"3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor· Trustee (who may be one of the persons making the appointment):
a. The remaining Trustees, if any; otherwise,
b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.
A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust.

A quick note, Ted's prior counsel, Robert Spallina and Donald Tescher, both disbarred now for criminal insider trading, were the Co-Trustees of Simon's trust but had to resign after admitting to Palm Beach Sheriff Deputies that Spallina had forged my mother's trust in an effort to include Ted's children back into that trust. Ted is also considered predeceased with his lineal descendants in my mother's trust. That confession of fraud by Spallina was after the law offices of Tesher & Spallina PA were found guilty by the Palm Beach County Sheriff of submitting 6 forged and fraudulently notarized documents for six separate parties to the State Court, including a document notarized by my deceased father, after his death.

Ted Bernstein, acting improperly as Trustee of Simon's Trust, purchased from the Estate of Simon Bernstein Personal Representative, Brian O'Connell, Esq., the 2nd mortgage involved in this bankruptcy case. Brian O'Connell, Esq. is currently in a Florida Supreme Court Bar Complaint[5]. Mr. O'Connell had further made a claim that Ted was not a validly serving trustee of the Simon trust and yet despite his knowledge that Ted was falsely serving he transferred/sold the mortgage to him.

The language from the attached filing[6] in my mother's trust case filed by O'Connell states:

CIRCUIT COURT IN AND FOR THE 15rn JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA
Filing # 23874665 E-Filed 02/17/2015
Case No. 502014CP003698XXXXSB

"AFFIRMATIVE DEFENSE

[5] EXHIBIT 5 - BAR COMPLAINT - Filing # 150196551 E-Filed 05/24/2022 01:12:03 PM
IN THE SUPREME COURT OF FLORIDA
THE FLORIDA BAR, Supreme Court Case No. SC-Complainant, The Florida Bar File v. No. 2020-50,181(17I)
BRIAN MCKENNA O'CONNELL,
Respondent.
[6] EXHIBIT 6 - O'Connell Answer and Affirmative Defenses

1. First Affirmative Defense- Lack of Standing- Ted Bernstein lacks the requisite standing as **he is not validly serving as Trustee of the Simon Trust**, is not a beneficiary of the Simon Trust, and is not representing any minor child that is a beneficiary of the Simon Trust."

Yet, despite this statement by O'Connell it did not stop him from later selling the note to Ted, which has since been used in these fraudulent schemes and to extort my family further. There has been no Construction hearing on the Simon Bernstein Amended and Restated Trust which resulted in any Order that would have allowed Ted to violate the very terms of the Trust to bring him back to life from his Deceased status. Another, "Dead Man Walking" and committing fraud on all parties involved.

LIST OF MATERIAL AND FACT WITNESSES

1. Inger Garcia, Esq.
2. Leslie Ferderigos, Esq.
3. Judge Kastrenakes
4. Judge Erik Kimball
5. Heidi Feinman, Esq. US Trustee
6. David Marshall Brown, Esq.
7. Arthur Morburger, Esq.
8. Lalit K. Jain, Esq.
9. Luanne Fleming
10. Robin Austin
11. Ruth Fleming
12. Joshua Bernstein
13. Jacob Bernstein
14. Daniel Bernstein
15. Eliot Bernstein
16. Candice Bernstein
17. Luisa Esposito
18. Any other party that attended the June 08, 2022 Hearing

LIST OF PARTIES COMMITTING FRAUDS ON STATE AND FEDERAL COURTS & OTHER PARTIES

1. Alan Rose, Esq.
2. Ted Bernstein
3. Brian O'Connell, Esq.
4. Robert Sweetapple, Esq.
5. Bradley Shraiberg, Esq.
6. Cary Sabol, Esq.
7. JohnCappeller, Esq.
8. Patricia Sahm
9. Joanna Sahm

10. Estate of Walter Sahm

LIST OF VICTIMS

1. Joshua Bernstein
2. Jacob Bernstein
3. Daniel Bernstein
4. Candice Bernstein
5. Eliot Bernstein
6. The Estate of Walter Sahm
7. Patricia Sahm
8. Joanna Sahm
9. Bernstein Family Realty, LLC

*All parties who are involved in the legal representations of this matter, including Heidi Feinman, Esq. and Judge Kimball, other than Trustee Bakst who was not present at the hearings, are now conflicted with these matters, at minimum as Material and Fact Witnesses to the crimes they were alerted to. Each will need to be deposed as to their knowledge of the frauds, when they were first learned Walter Sahm was dead, what actions they have taken since learning of the frauds, have they reported the frauds as required, who have they reported these matters to, has the State Court been notified of the FRAUD exposed by attorney Garcia to the Bankruptcy Court, have the Chief Judges of both Courts been notified of the fraud, etc. Therefore, as Material and Fact witnesses at minimum they should all decline further involvement in the adjudication of these matters and have new conflict free parties replace them immediately. It should be noted that Ted Bernstein and Alan Rose were both aware that Walter Sahm was dead from their involvement in the State Court frauds, having been served a Suggestion of Death in that matter and failed to report this to the Bankruptcy Court and participated in the scheme from the start with Shraiberg.

After reviewing the transcript of the June 08, 2022 hearing before Judge Kimball where he was notified by an Officer of the Court, Inger Garcia, Esq. of both fraud in his Court and in the State Court, I am concerned that Judge Kimball appears to be suffering some form of mental disease/dementia, as he appeared to wholly ignore the fact that a motion he was hearing was filed by a dead person or that there was fraud upon his Court and a State Court disclosed by an attorney to him. He has taken no action to remove Shraiberg and others for these frauds. t is well established that an attorney/client relationship ceases the moment the client dies and since Sahm was dead long before being retained by Shraiberg, all actions in his name were fraud by Shraiberg.

Not only did Judge Kimball ignore the fraud he further stated that it did not matter in making his decision and when I personally tried to inform him of the other ongoing frauds he limited me to only two sentences and then irratly disconnected my connection to the hearing. I am also concerned if he has taken any action to report the fraud to proper state and federal, civil and criminal authorities as he is required to do. His failure to take any action to my knowledge to report and correct the fraud in the

Court may be due his severe prejudice against me displayed in his efforts to shut down my ability to represent myself before the Court, depriving me of my due processes rights and limiting my disclosure of the frauds taking place in his Court.

I was made aware after the hearing on June 08, 2022 that Inger Garcia, Esq. had sent US Trustee Heidi Feinman, Esq. an email informing her of the fraud being committed in and on the Bankruptcy Court and in fact that the US Trustee's motion to be heard that day had been joined via joinder filed by a deceased Walter Sahm. I am concerned if US Trustee Heidi Feinman, Esq. has failed to report the fraud reported to her directly by attorney Garcia to the proper authorities and if you have copies of their email transmissions. It would be also helpful to determine if Ms. Feinman tendered the email regarding the fraud sent to her by Garcia to any other parties, including Judge Kimball, prior to or after the June 08, 2022 hearing.

In response to your email dated July 5, 2022, any real estate agent or other party involved in the potentially fraudulent transfer of property should have to sign a release that they are fully cognizant of the potential fraud they may become involved in prior to any criminal investigation regarding the fraud and that they have advised any potential buyers of the myriad of problems that may arise in transferring title, etc.

Additionally, you should make record of the fact that Judge Kastrenakes has violated the Federal Bankruptcy Stay issued on his Court by the Bankruptcy Court as he issued an Order Docket 172 on 05/25/2022 "ORDER KASTRENAKES DTD 5/24/22: DFTS MOTION FOR REHEARING TO VACATE FINAL JUDGMENT OF FORECLOSURE DENIED KASTRENAKES DTD 5/24/22: DFTS MOTION FOR REHEARING TO VACATE FINAL JUDGMENT OF FORECLOSURE DENIED." [7]

Section 3057 of title 18 of the United States Code requires the trustee to report suspected violations of federal criminal law to the appropriate United States Attorney. Section 586 of title 28 imposes a similar duty on the United States Trustee to refer any matter that may constitute a violation of criminal law to the United States Attorney and, upon request, to assist the United States Attorney in prosecuting the matter. This statutory obligation does not provide for the referral of only those matters which will be prosecuted or for which there is proof beyond a reasonable doubt. Nor is it subject to any thresholds or guidelines established by the United States Attorneys' offices.

CC: Heidi Feinman - heidi.a.feinman@usdoj.gov

Eliot I. Bernstein
Youtube Inventor Destituted by All the Courts
Now Helped by NY Attorney Lalit K Jain Esq.
For Court-ordered Mandatory Relief and Restitution

Iviewit Holdings, Inc. – DE

[7] Exhibit 7 - Judge Kastrenakes Order

2753 N.W. 34th St.
Boca Raton, Florida 33434-3459
(561) 886.7628 (c)
iviewit@iviewit.tv
http://www.iviewit.tv

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EXHIBIT 1

05.31.2022
Updated
07.04.2022

LAW OFFICES OF LALIT K JAIN ESQ
Practice of Law in NY State, US Tax and District Courts, US Supreme Court, and *all* Courts in India.

Fon: 718-255-6576
Cell: 718-316-5921
Fax: 347-637-5498

Time stands still until ***judicious valid*** Justice ("***Truthisprudence***")[1] ***protects all*** jurists[2] and Courts (**A4**)[3] from ***void injudicious*** miscarriages of Justice ("***Justicides***") ***they commit*** ("***Jurisprudence***").[4] ***Royal*** men, celebs, courts, churches, pundits, reporters, policemen, etc. ***welcome Truthisprudence*** to ***end*** their **s**ystem **o**f scapegoating ("***SOS***") or grand scheme of things[5] ***misusing taxes***[6] and ***lawyers***,[7] ***end*** human behavior being animal behavior using the common lie sold as the common law that out of wedlock babies are bastards making ***men*** rape,[8] impregnate and murder women,[9] and ***give mandatory relief to their victims***.[10]

As time stands still and ***all*** cases are ***different, so, on the merits***, ***same due process of law using excuses now makes Courts use this*** priceless **m**emorandum **o**f **l**aw with endnotes[1-10] ("***LKJMOL***") or **u**nbiased **s**cripture ("***US***") ***as the legal prescription*** ("***K***"), ***without appearance*** by ***Law Offices*** of Lalit K Jain Esq ("***LKJESQ***"), ***enforce the truthful common law*** of ***sperm+egg=father for infallible thus constitutional valid finality***, ***end SOS as a Constitutional scam*** (**A4**) selling truthless ruthless acts as legal, official and truthful and ***help*** women control their lives to be or not to be baby-Creators protected from rapists.[8]

---

[1] **"[p20]…Court: …** I do find the defendant guilty…unless you want to be heard **…[p21] MR JAIN:** ***Yes*** …[p22]. **Court**:…Parties step up ***real quick***. (Whereupon **a** ***bench discussion*** was held)…Court: After re-examining the statute ***more closely***…as I ***reread it***, ***many***, ***many more times***, my ***initial*** reading of it to convict ***was incorrect*** **[*as injudicious thus illegal*]**…[p23]...I ***have to change*** my verdict to ***not guilty*** **[*as judicious thus legal*]**. Case dismissed …¶ **Court Officer**: You're free to go."

People v Onuorah Court's Oct 31, 2013 ***25-page Trial Transcript*** on www.TruthIsPrudence.Com ***is its proof***.

It is free to download, print and use to ***correct misstated Federal laws*** like **§** ***26 US Code 401(a)(28)*** and to ***end Justicides in cases like Jassal v Jain***, ***Lalit K Jain Esq v Reddy Care***, ***Grillo v Nicoleita Legister***, ***etc***. since "**[i]*n all courts*** of the United States the parties may plead and conduct their own cases ***personally or by counsel*** as, by the rules of such courts, respectively, are permitted to manage and conduct causes therein **[*without judicial retaliation against pro se attorneys-in-fact*]**." ***28 USCode § 1654 - Appearance personally or by counsel***.

[2] "**[*Jurists aka*]** ***Judges perform an incredibly important function in our society***, ***and they must be able to do their jobs*** without concern for their personal safety **[*knowing that self-invited death-threats will not end until Justice Kavanaugh and others end using their void Supreme Court of the United States* ("*SCOTUS*") *Rule 10*:** "A petition...will be granted only for compelling reasons....[but] is ***rarely granted*** when the asserted error consists of ***erroneous factual findings*** or the ***misapplication*** of a properly stated rule of law **[*or the correct application of an improperly stated rule of law like "out of wedlock babies are bastards" as legislated Justicidal Plandemic proving injudicious***, ***sold as judicious***, ***judicial interventions*]**." ***06.08.2022***, ***Moving Forward Hon Karine Jeanne-Pierre***, ***35th White House Press Secretary***, ***Contact@KarineJean-Pierre.Com***.

"[571] ... ***Judges personify*** the justice system **[*of scapegoating or SOS*]** upon which the public ***relies*** to ***resolve*** all manner of controversy, civil and criminal. ***A society that empowers Judges to decide the fate of human beings and the disposition of property has the right to insist*** [572] ***upon the highest level of judicial honesty and integrity*** **[*ended by SCOTUS Rule 10*]**. A **[*lying*]** Judge's conduct that departs from this high standard erodes the public confidence in our justice system so vital to its effective functioning...["A judge...***shall*** conduct ***himself or herself*** at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary **[*and yet not one breaking news by even one journalist or reporter breaks the deafening silence that even injudicious SCOTUS Justices, selling lies as truth bullied by the injudicious sex-predators, to overturn 1973 Roe v Wade in their leaked draft, shall not be bullied by anyone to change their minds to become judicious and not overturn it*]**"; emphasis added]; ***Matter of Bailey***, 67 NY2d, at 62-63...]. ... [573]...Determined sanction accepted, without costs, and ***Rudolph L. Mazzei is deemed removed....***"

Matter of Mazzei v ***State Commission on Judicial Conduct***, 1993, ***Ct App***, 81 NY2d 568, 571-573.

07.04.2022

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[3] "…where a court has jurisdiction to act ***under the law***, it has a right to decide every question which occurs in the cause…But if it act ***above the law***, its judgments and order are regarded as ***nullities* [*since common truth as law prevails over common lie as law*],** all **[l**aw (**l**ie) **e**nforcement **o**fficers ("***LEOs***")**]**… ***executing* [*nullities*]** are considered ***in law*** as trespassers **[*in law* ("*Outlaws*") *with no executive immunity for enforcing nullities*]**."
***Elliott v Lessee of Piersol*, 1828**, 26 US (1 Pet.) 328, 340-341.

[4] ***Truthisprudence*** practiced everywhere ***would have prevented misjudgments by out of wedlock fathers doing out of wedlock sex as bastard fathers* "*on the loose" committing sex-crimes even in UK with powerful Queens same as in US with powerful Presidents torturing lives of babies, not yet conceived, scapegoated by fathers committing out of wedlock sex and by all conspiring Court-appointed* G**u**ardian***s*-a**d-**L**item ("***GALs***").

.1 ***As*** "out of wedlock innocent babies doing no wrong are guilty bastard babies" ***is men's creative lie as twisted void law, so*** acting ***thereunder made all Courts of law Courts of lie aided and abetted by zealous lawyers as liars*** (**A4**) ***making democracies with votes and autocracies without votes 100% hypocrisies and evil governments causing Russia-Ukraine War, 2001 US Ground Zero, 1941-45 Holocaust, 1939-45 WWII, etc.***

.2 ***Jurisprudence*** is the negtive philosophy of ***fathers denying paternities*** creating evil rights to do wrongs aka ***Justicides*** ("***State Created Danger***") giving rise to valid causes of action for mandatory relief as positive philosophy of ***mothers accepting maternities reconfirming good duties to do right*** aka ***Justice*** ("***State Confirmed Security***") because " ... [t]he law requires no one to do a vain thing **[*like commit void Justicides*]**."
Strasbourger v ***Leerburger***, ***Ct App***, ***Hiscock, Ch. J***., ***Cardozo***, ***1922***, 233 NY 55, 59, 60.

.3 "...***In a government of* [*evil*] *laws***, existence of the government will be imperiled if it fails to observe the **[*evil*]** law ***scrupulously***. ***Our Government is the potent***, ***the omnipresent teacher***....If the Government becomes a lawbreaker, ***it breeds contempt for the law***; it invites every man to become a law unto himself; it invites anarchy.--***to declare that the Government may commit crimes in order to secure the conviction of a private criminal --would bring terrible retribution...Against that pernicious*** doctrine this Court ***should resolutely set its face***."
Olmstead v US, 1928, ***Justice Brandeis***, 277 US 438, 485.

[5] "…***But*** if you think that it is terribly important that the case came out wrong, ***you miss the point*** of the common law **(*lie*)**. In the grand scheme of things **[*like unjudicious sold as judicious judicial interventions by Courts* (**A4**) *caught in Courts* (**A4**) *for traffickings in Justice*]**, whether the right party won is really secondary."
SCOTUS Justice Scalia*, 1997**, ***A Matter of Interpretation, ***Federal Courts and the Law***, **p6**.

[6] "**Taxes [*and fines*]** are what we **[*are forced to*]** pay for a ***civilized society* [*of Justice, not Justicides*]**."
Compania General v Collector of Internal Revenue*, 1927,** 275 US 87, 100, by ***Justice Holmes, Jr.

"***Society*** in every state is a ***blessing*** but ***Government*** even in its best state is but a ***necessary evil*;** in its worst state ***an intolerable one* [*until*** Courts, Governments and People ***exonerate*** scapegoated babies not done by the Innocent Projects and lift the self-inflicted **b**aby **b**astard **c**urse ("***BBC***")**]**...."
Common Sense by Thomas Paine in 1776 who confessed, not corrected, the same old system of scapegoating in ***most all non-sex-law-violation*** cases and ***almost all sex-law-violation*** cases of the rich and famous Weinstein, Epstein, Cosby and other sex-predators and the millions of poor and infamous, sex-predators in all nations alike.

[7] "**[8]** ...when an opposing party is well represented **[*as an injured as pro-se attorney-in-fact to be made whole*]**, a lawyer can [***but not must***] be a ***zealous* [*lying*] *advocate*** on behalf of a client **[*the injurer abusing due process of law as due process of lie*]** and ***at the same time assume*** that justice is being done **[*knowing that Justicide is crucifying Justice*, *that women have the right, but not the duty, to be baby-Creators, and yet Louisiana Judge Jeffrey C Cashe made Christa Averses give child support to rapist-father John for abusing his penile weapon as his freedom to rape and abandon her*, *and agreed to review his void custody order in July 15, 2022 hearing in Tangipahoa Parish*, *Louisiana*. *Tinyurl.Com/2p8s2cxp*]**..."
Model Rules of Professional Conduct: Preamble & Scope Preamble: A Lawyer's Responsibilities...**[8]**.

[8] "…if ***two policemen see a rape*** and watch it just for their own amusement, no violation of the Constitution **[**in ***100% penile governments*** making ***police*** not stop/ticket/arrest/fine/prosecute ***rapists*** causing irreversible and irreparable injuries and ***killing*** but stop/ticket/arrest/fine/prosecute ***motorists*** not causing injuries ***and prove*** that ***sex-predators* (*legislators and jurists*) *for free rapes make good governments evil governments*]** …(***laughter***)."
Winning legal argument by biased CJ Rehnquist, ***laughter at http://tinyurl.com/pnu9lrj*** from 39:00 to 41:00 minutes in the **Nov 2, 1988 Court Transcript,** ***see May It Please the Court***…***Transcripts of***…***Landmark*** Cases before the ***SCOTUS***…1993, pp39-60 at pp46-47, ***DeShaney*** v ***Winnebago County***, 1989, 489 US 189 (**A4**).

"It has to be stated that though the accused have not used any external weapon **[*like guns*, *knives, etc.*]**, they have used ***more powerful weapon*** i.e. ***penis* [*as unimpregnable men's personal free jack-hammer weapons*]** with which each one of them have caused the most grievous injuries not only to the body of **[*an impregnable woman*] *but also to her mind enduring pro-rape and anti-abortion laws purposely made by sex-predators*]**."
Scripted on page 202 in 232-page Apr 04, 2014 Decision at ***http://tinyurl.com/plghcp2***, ¶336 In the Sessions Case No 846 of 2013 titled ***The State of Maharashtra***, ***Complainant*** v ***Vijay Mohan Jadhav aka Nanu***, **18, et al**., ***Accused***, ***by*** Dr Mrs Phansalkar-Joshi ***in India***, ***like Rehnquist in US, both jurists acting as breaking journalists***.

[9] "[p 401] ... ***Protection*** of...***women* [*as unbiased Creators of boys and girls*]** is a **[*sexually sensitive*]** subject of ***special concern to the state***...healthy **[*unraped*]** mothers are essential to vigorous offspring, the **[*mental and*]** physical well-being of woman becomes an object of **[*sensitive*] *public interest and*** [***sensitive*] *care*...*to preserve the strength and vigor of the race* [*crucified by Jurisprudence to be resurrected by Truthisprudence*]**."
People v ***Charles Schweinler Press***, **1915**, ***Ct App***, ***Hiscock***, **J**.;., ***Cardozo, J***., **215 NY 395, 401**, **409, 410, 411**.

.1 ***In God we Trust for certainty of paternity. In Devil we Believe for uncertainty of paternity***. ***Predators made this choice in retaliation against their prey. His-story of evil is evil History and living testimony*** to sex, lex and judicial ***predators*** scripting and selling evil religions forcing women to live and die with 24/7 fear of ***GOD***s since neither ***GOD*** nor ***DEVIL*** will punish guilty out-of-wedlock fathers.

.2 ***All people in billions and all Courts must agree with LKJESQ to end their own evil Justicidal Plandemic.***

.3 ***Sperm+egg=father for valid Justice shall always be 100% indisputable fact and law to protect Creator's natural*** family institution from ***corruption*** by ***men's unnatural*** **m**arriage **a**nd **d**ivorce ("***MAD***") institution making fathers ***as proof of sex-predators*** deny undeniable paternities and corrupt natural families.

.4 The ***void*** improperly stated rule of law ***is*** the ***legal trap*** for men's freedom for sex-abuse in retaliation against pregnant women's freedom of risk-free sex during pregnancy periods and ***self-proving conspiracy*** instead of check-and-balance and practice of lie as practice of law by self-proving sex predators as ***bipartisan politics***.

.5 ***In retaliation against women and their amazing contributions in the baby-making-process full of pains***, ***risks and complications from breastfeeding, nursing, etc***., ***even their, but never men's, death***, ***zealous men as twisted sex-masters***, ***liars and lawmakers masterminded their fundamentally flawed foundation of all legal systems rooted in men's unnatural MAD laws to misuse women as sex-slaves***.

.6 "***Penis envy***" coined by ***Freud is an open secret of retaliatory truth known to all***. ***Twisted freedom fighters*** still die in search of, but never use, the truth: out-of-wedlock fathers are bastard fathers guilty of committing adulteries and rapes scapegoating their own innocent out-of-wedlock babies as guilty bastard babies.

.7 ***Sex causes pregnancy even without love or marriages misused by husbands to seed others' wives but make no bastards and also seed unwed women to scapegoat their own out of wedlock innocent babies doing no wrong as guilty bastards knowing that they themselves are doing wrongs committing out of wedlock sex***.

.8 ***Family law*** for no scapegoatings ***is the legal solution to end MAD*** laws ***for scapegoatings as legal problems***.

.9 ***Obvious lies in marriage vows*** (until "death do us part" ***instead of until*** "death ***or divorce*** do us part") are ***men's obvious evil motives*** in ***evil cults or cult-ures sold as good cults or cult-ures in all nations alike***.

.10 ***Women in perpetuity will thank*** men who, ***at least now***, will use self-correcting brains in self-healing bodies to make their belief in ***Truthisprudence prevail over*** their belief in ***Jurisprudence*** even if evil reporters, cartoonists and comedians on the streets or in Courts ***refuse 100% cooperation*** as ***proof of 100% hypocrisies***.

[10] "***relief*** is not a discretionary matter; ***it is mandatory***...**[*with* properties held in constructive and/or deemed trusts and ***deterrent punitive awards as redress and restitution*** by the injurers to all their injureds ("***Mandatory Restitution***") ***who cannot turn back time to live their lives without injuries***]**; ***no deterrent punitive awards are "grossly excessive," TXO Production Corp***. v ***Alliance Resources Corp***., **1993**, 509 US 443", ***to help predators, lawyers and jurists as injurers begin using Truthisprudence and end using Jurisprudence*]**.
Orner* v *Shalala*, Colo**. **1994**, 10th Cir, 30 F3d 1307, 1310; ***Limone v ***US***, 2011, 815 FSupp2d 393.

"**A *void act*** … ***may be attacked in any forum***, ***state or federal***, ***where its validity may be drawn in issue* [*in all cases no matter how different since jurisdiction that is valid for doing valid Justice is lost as void for committing void Justicides and time stands still until void Justicdes are reversed and corrected into valid Justice instead*]**."
Pennoyer v Neff, **1878**, 95 US 714, 732-733, World-wide Volkswagen Corp. v Woodwon, 1980, 444 US 286.

No. 96-57

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1995

ANDREW C. SCHIFFER,
Petitioner,

vs.

TARRYTOWN BOAT CLUB, INC., and its BOARD OF DIRECTORS individually, JOHN MILLAR, KEVIN McDERMOTT, ROBERT ROSSI, EDWARD THOMAS, DONALD BRAINARD, THOMAS KENEALY, ANTHONY ISMAILOFF, and JOHN PUFF,
Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO NEW YORK STATE COURT OF APPEALS

PETITION FOR A WRIT OF CERTIORARI

LALIT K. JAIN
Counsel of Record for Petitioner
61-22 Booth Street
Rego Park, N. Y. 11374-1034
718 476-9757

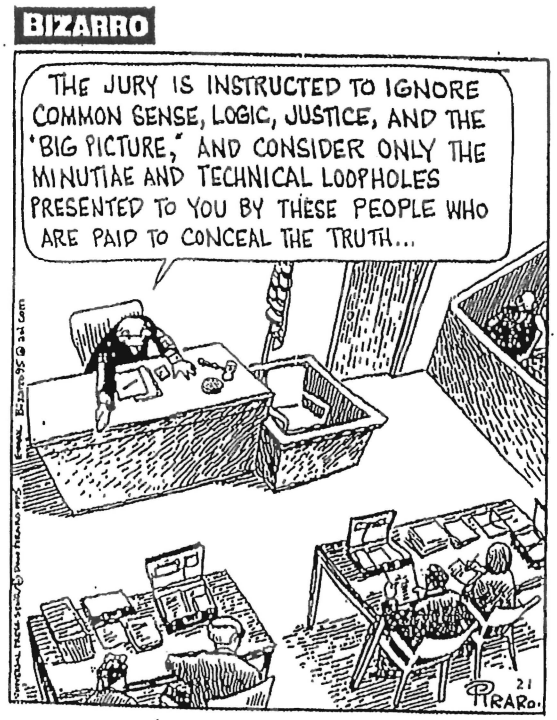
June 25, 1996

DOCKETED JUL 12, 1996
DENIED DEC 02, 1996

TWO UNSETTLING QUESTIONS

Judgments are, as it were, the sayings of the law, and are **received as truth** [even if **not the truth**].[a]

Personally ashamed but constitutionally constrained by oath to support our Constitutions WE THE PEOPLE still honor, Counsel presents very **basic questions** raised by the judicial **truth as received** and judicial **satire as published**.



[a] *Judicia sunt tanquam juris dicta, et pro veritate accipiuntur. Bl. Dict.*, (6th ed.), p. 850. [*Emphasis added*].

Truth alone triumphs; not falsehood. This Indian National Motto mimicks the truth will set you free as the Biblical Statement of baby is bastard legally enshrined ("***BIBLE***") as a Biased Scripture ("***BS***"). ***Truthisprudence makes all Courts, Congresses and Churches end SOS as the Constitutional Scam.*** This ***unique unbiased LKJMOL rooted in In God we Trust and In God we Believe makes*** believers in truthless, ruthless, uncredible thus ***BSs*** like ***BIBLE upgrade*** into believers in this ***unique unbiased US. Jurisprudence*** is the lie, the whole lie, and nothing but the lie. ***It compelled an unbiased repeatedly bastardized attorney at law to coin Truthisprudence as its needed antonym for mandatory use by all jurists in all Courts to end self-proving iconic idiocies*** committed by ***psycho-the-rapists*** (***aka psychotherapists***) ***to-get-her*** (aka ***together***) ***with jurists for free illicit sex and rapes.***

Evil freedom is Courts of law misused as Courts of lie lying and relying on lying for void Justicides. It must upgrade into good freedom of Courts of truth always truthing for valid Justice. Natural truth, peace and harmony ***end artificial*** truth, peace and harmony, ***end*** retaliation by men against women and babies based on sex and age, ***end*** any and all scapegoatings and ***perpetuate Truthisprudence that ended Jurisprudence on Oct 31, 2013.***[1]

Nurture corrupts nature, not vice versa. Learn and live in truth knowing Justice always insures nature.

EXHIBIT 2

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

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ELLIOTT BERNSTEIN, PRO SE

DANIEL BERNSTEIN, PRO SE

CYNTHIA MISSOD, PRO SE

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

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

THE COURT: Mr. Rose.

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

THE COURT: Let's see, Ingrid Garcia.

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

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

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

THE COURT: David Brown.

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

THE COURT: Candice – that's an interesting introduction in this case. Candice Bernstein.

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

THE COURT: Elliott Bernstein.

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

THE COURT: Okay. Daniel Bernstein.

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

THE COURT: Jacob Bernstein.

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

THE COURT: Joshua Bernstein.

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

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

MS. MISSOD: Yes, Your Honor.

THE COURT: Gloria Helman.

MS. MISSOD: Yes, Your Honor, yes.

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

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

2753 Northwest 34th Street in Boca Raton.

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

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

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

Your Honor, as we sit here today which is

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

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

THE COURT: Mr. Schraberg.

MR. SCHRABERG: Thank you, Your Honor. As Ms. Feinman stated we join this motion for the reasons she stated as well as the reasons we set forth in our

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

this case be converted so a trustee can sell it.

THE COURT: Before I go to Mr. Brown, anybody else wish to be heard on the motion in joinder. Mr. Rose. You're no mute, Mr. Rose.

MR. ROSE: Thank you, Your Honor. Good afternoon. I don't know how much detail you want or need about this, but I do want to make a few points. I am the person with the most historical knowledge because I've been in this case since 2014. Mr. Schraberg only got involved after the Chapter 11 involuntary proceeding was commenced as well as Ms. Feinman. So, stop me if I'm boring you, stop me if you don't want the detail. If two weeks ago Mr. Schraberg made what we both acknowledge was a practical consideration of giving the debtor some time to get its feet under it and in the past two weeks nothing has happened that would compel anything other than a conversion to a Chapter 7. Ms. Feinman had said that, you know, amongst other assets, because she does not know whether or not there are other assets, but I believe I do from eight years of being involved in this case and this entity is a single purpose entity

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

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

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

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

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

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

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

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

MR. BROWN: That was intentional, Your Honor. Everything is prepared. I have the matrix. I have the affidavit. I have the application, but what I didn'thave was the actual retainer. So, I called Ms. Feinman immediately once the deadline ran as a courtesy, professional courtesy because we go back decades.

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

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

THE COURT: Would anybody else like to be heard?

MS. GARCIA: Yes, Your Honor.

THE COURT: Ms. Garcia.

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

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

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

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

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

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

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

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

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

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

THE COURT: Let me short circuit this. Ms. Garcia's entire argument is based on the best interest of the indirect equity owners of the debtor, which is not what Section 1112 talks about, so you don't need to go any further with that. Ms. Garcia, were you representing the individuals who signed the involuntary petition at the time that it was filed?

MS. GARCIA: No, Your Honor.

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

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

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

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

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

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

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

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

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

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

MR. ELLIOTT BERNSTEIN: Your Honor –

THE COURT: Hold on a moment. Would you like to tender –

MR. ELLIOTT BERNSTEIN: Your Honor –

THE COURT: Hold on a moment.

MR. ELLIOTT BERNSTEIN: Okay.

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

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

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

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

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

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

MR. ELLIOTT BERNSTEIN: It was done.

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

MR. ELLIOTT BERNSTEIN: Okay.

THE COURT: You can ask a question.

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

THE COURT: You get two sentences, Mr. Bernstein

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

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

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

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

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

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

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

THE COURT: Good afternoon, everyone.

MR. SCHRABERG: Thank you, Your Honor.

(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

_____

Kelly Sellers, AD/T 544

$

$300,000 13:6 18:1
$353,000 11:6,12
$365,000 11:22
$75,000 13:9,13

(

(phoenetic)fraud 22:6

1

1 19:10
100 20:20
11 4:18 8:14 10:10 11:21 13:4,10, 16 14:12,19 20:9 23:15
1112 21:12 23:9
1112B 24:7
1112B4 7:21
1112B4B 8:12
1112B4C 8:10 25:12
1112B4E 14:16 19:13 24:14
1112B4H 8:9 25:4
11USC305 16:21
12 12:21
150 27:2
18 11:14 12:21 17:11
19th 4:19
1st 5:15

2

2 6:18
20 22:18
2014 10:9
2016 6:9
2022 4:19,20
23rd 4:20
25 13:9
250 27:2
25th 5:8
2753 5:1

3

30 18:3
341 7:13
34th 5:1
363- 12:18
3rd 6:11,17

4

4 6:17
4th 4:13 6:20

7

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

8

8th 7:1

A

ability 21:8
about 5:20 10:7 13:2,3,21 14:3, 11,12 21:12
access 23:2,3
accountants 22:22
accrued 11:18
accruing 11:13
acknowledge 10:14
act 23:11,12
actual 9:9 15:19
actually 14:16 24:20
add 20:16
addition 25:1
additional 5:16
address 20:2 21:22 25:12 27:9
addressed 23:9
adequate 25:10
adnitio 22:5
advisably 25:19
advised 21:21
affidavit 15:18
after 10:10 18:3 24:10
afternoon 2:5,8,12,17,21 3:10 4:2,10 10:6 19:10 28:17
again 5:19 7:5 8:14 25:13
ago 10:13 17:11
agree 8:6,15
agreement 7:8 20:7
alleged 11:21 15:2
Allen 2:8
allow 13:5 22:14 23:6
allowed 25:9
along 13:18
already 12:10 27:16
also 6:3 8:11 17:10 25:4,11 27:20,21
although 14:17
always 20:8
amended 2:10
amongst 4:21 10:19
analysis 24:2
answer 15:6
any 7:5 8:13 12:2 13:15 14:3,19 15:6 19:9 21:13 24:3,5,17 25:10
anybody 10:2 16:10 28:13
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

appealed 9:7 11:8,10

appear 4:4 5:11

appeared 5:17 24:21

appearing 2:22 3:7

appears 19:19

application 6:10 7:7 15:13,18 24:21

appoint 13:19

appointed 3:8

appropriate 6:19

April 4:19

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

argument 21:10 25:13,17

arguments 24:19

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

B

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

BFR 3:8 11:8

bit 13:11 14:1 16:15

blood 27:2

Boca 5:1 11:2 12:8 13:14

boom 12:9,10

boring 10:12

both 10:14

boys 27:5

Brad 2:15,18

broad 23:13

brought 22:3

Brown 2:20,21,22 5:16 6:6,15, 16,18 7:6 10:2 15:10,16 16:4

building 25:7

bypass 27:3

C

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

children's 5:12

choice 12:15

circuit 21:9

circumstances 21:19 25:11

cited 14:15

claim 20:14,15

client 4:7 8:2 11:5,12,16,18 14:21 18:11 19:20

clients 4:7 6:2 8:4,16 9:18 18:9 20:13 22:8 23:3

client's 13:1

code 23:19

collect 23:16

come 9:16 14:1 18:4 19:3

commence 22:10

commenced 10:11 12:19 13:1

comment 14:19

compel 10:17

compensation 6:9 15:13

completely 16:17

comply 6:12 14:17 19:14 24:15

concerned 5:20

conclude 25:10

conference 5:7,10

confident 26:4

consider 18:14 20:9

consideration 10:15

considered 20:9

considering 13:18

contesting 23:3

continue 20:4,10 22:8

continued 5:14

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

converted 4:8 8:17 9:1 10:1 19:21 20:11 25:17

copy 17:2

corporate 9:11

correct 17:18 23:7

correctly 17:4,5 18:9

could 7:17 13:4,19 14:3 18:18, 19 21:19 22:9,20 23:1,21

counsel 5:9,12,16,17 6:9 7:10 15:15 17:8 19:4 24:21,22 27:5

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

court,and 13:19

courtesy 15:21

court's 24:2,6

creative 21:17

creditor 2:18 5:21 8:1 9:19 11:19,20 14:22 16:7 19:19

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

currently 11:6

Cynthia 3:18 4:1

D

damage 7:5

Daniel 2:13 3:9,10,11 13:7

date 24:13

David 2:20,21

day 12:10

days 18:17

dead 17:7,12 18:7 28:4,11

deadline 11:11 15:20

deadlines 24:11

death 17:10 20:19

debate 12:4

debt 23:17

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

debtors 17:1 18:15 20:5 24:15 25:18

debtor's 13:3 25:6

debts 14:6

decades 15:22

decide 8:3

decision 24:6

defend 18:1

defendant 12:14

detail 10:6,13

determine 25:16

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

didn't 18:17,21 25:1 27:10

didn'thave 15:19

died 17:11 20:14

disclosure 6:9 15:12

discussed 24:11 25:3

dismiss 4:5,11 7:22 9:2 19:2 25:22

dismissal 6:13 13:16 14:20 16:9 18:5 24:17 25:17

dismissed 20:8 23:6 25:16

displeasure 24:3

distribution 9:21

docketed 4:14

Doesn't 22:7

dollars 23:1

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

due 9:2

during 20:6

E

economy 16:6
eight 10:21 11:4,17 14:4
either 4:12 22:3
elected 27:4
Elliott 3:5,6 9:8 11:3,9 26:9,12, 14,20,22 27:15,18,20 28:1,7,10
else 4:3 10:3 16:10 26:1 28:8,13
email 6:15 19:10 27:10
emergency 4:10 6:21
employed 6:10 7:7
end 12:10,11
ended 12:10
enough 19:15 28:12
enter 6:8 26:7
entered 4:19 24:11
entire 21:10
entities 20:19
entitled 12:1,3 15:6 24:22
entity 5:9 7:9 10:22 11:8 19:16 20:18 21:19 22:1 23:12,14,17 25:20
equity 9:14,15,20 12:17 13:18 21:11 25:18
especially 5:8
Esposito 3:18
essence 5:21
essentially 11:4
estate 8:7 9:18 25:7 26:3,4
etcetera 27:9
ethical 16:4
eve 9:5,10
even 11:19 13:17
ever 14:6
everyone 5:5 22:13 28:17
everything 12:13 15:17
evidence 24:10 25:14
except 16:15
exception 14:8
excuse 6:7
exercises 23:13
exists 22:2
extension 6:6
extensions 5:18
extremely 23:19

F

fact 5:8 6:3 13:4 19:22
failed 19:14 24:15
failure 6:12 8:11 14:16
fairly 16:20 23:10
family 2:2 4:4 14:10 18:11 22:19
fastest 15:4
favor 12:13 25:17
feel 14:14
feels 8:3
fees 11:14
feet 10:16
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
file 6:7,19 7:6 9:11 15:12 18:17 21:18 23:20 25:21 28:3,11
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
files 23:12
filing 18:7
final 9:6 11:6 17:11,18 22:2,5
finally 25:5
find 5:16
findings 25:15
firmly 23:5
first 11:5,13 17:15 19:8 26:22
foreclosed 14:11
foreclosure 9:5,6,10 25:20
foremost 19:8
forgive 2:3
forth 8:22 17:22
forward 7:14
fourth 24:8
free 11:4
Friday 7:3
fund 22:21
funds 23:2,3
further 6:11,14 21:13 24:17

G

gamesmanship 9:3,22
Garcia 2:11,12,13 5:11 16:12,13, 14 19:9 21:2,13,16,22 22:12 27:11
Garcia's 21:10
general 13:1
generally 23:17
give 5:15 18:6 28:9
gives 22:16
giving 10:15
glad 14:5
Gloria 3:21 4:2
good 2:5,8,12,17,21 3:10 4:1,2,9 10:5 28:17
granting 4:20 6:8
gross 8:13 25:12
guess 11:9

H

half 28:4
handled 21:2
happen 8:8 20:8 21:3,7 25:1 26:6
happened 10:17 20:18 24:13
happy 26:18

harmed 8:2

hasn't 12:10

he 6:18 8:3,4,15 11:10 17:11,14, 16 20:2 22:5

hear 24:19

heard 10:3 16:11 27:5 28:14

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

heavy 7:3

Heidi 2:6

height 12:9 21:5

held 23:2,21

Hello 3:3,13,16

Helman 3:21 4:2

help 27:3

her 14:18 19:10

here 2:13 3:7,14,17 6:22 7:8 18:4 19:11 23:22 24:7

herring 21:1

he's 17:16 28:3

Hi 3:6 16:14

him 8:3,6 17:21

his 8:2,4,16 11:3,15,16 14:10,22 17:18 18:1 20:19

historical 10:8

Hold 5:2 26:10,13

holder 9:15

holders 9:14

holding 27:3

holds 11:18

home 13:14 18:11 22:18

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

hours 12:21

house 7:4 12:8 14:10

hurricane 6:3 25:6

hurt 18:10,15

I

idea 23:20

ill 25:19

ill-advised 22:10

immediately 15:20

impact 24:5

important 15:1 25:5

importantly 19:12 24:20

inappropriate 8:13

includes 11:15

including 12:17 13:4 22:13

incredible 17:16

independent 9:16 24:10 25:4 26:6

indicated 5:13

indication 8:12

indirect 21:11 25:18

individual 5:11

individuals 21:14

information 6:19 25:2

informed 22:4

Ingrid 2:11,13

instead 4:7

insurance 6:4,16 7:1,4 8:12 14:6 17:2,5 19:8,9,10,12 25:8 27:6,8

insure 17:3

insured 17:3

intended 12:6

intentional 15:16

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

introduce 15:14

introduction 3:2

invalid 12:6

invalidity 15:2

investment 17:20

involuntary 4:18,20 5:7 9:4,12 10:11 21:15,18 22:10 23:10,15

involved 10:10,21 23:14

isn't 20:21 23:9 25:10

issue 20:16,21 21:21 22:1

issues 17:20 20:2 22:19 24:5

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

I'd 15:6

I'll 14:19

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

I've 10:9 27:16

J

Jacob 2:13 3:12,13 13:8

Janet 17:16

job 17:15

join 8:21

joinder 4:6 8:4 9:1 10:3 17:6

joint 20:13

Josh 2:13

Joshua 3:15,16 13:8

judge 17:13,16,19 18:2 22:3

judgment 7:16 9:6 11:7,13,15 14:22 17:11,18 20:22 22:2,5 23:1

judicial 16:6

June 4:13 5:14 6:11,17

justice 15:4 19:1

K

kids 27:3

kind 16:4,8 23:4

know 4:17 7:4,5,10,12,13 8:1 9:18 10:6,19,20 12:7,9,11,12,21 13:2,21,22 14:2,9,12 16:15 28:2

knowledge 6:1 10:8

knows 7:11 17:21 21:6

L

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

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

M

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

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

N

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

O

obviously 24:6
occupant 11:10
occupied 11:2
offers 21:7
officer 2:22 27:6
once 15:20
one 5:18 11:1 14:15 23:20 24:8 26:1 28:9
online 12:20,22
only 10:10 16:5 23:14 25:17
opportunity 22:16
opposed 9:2
option 4:12
orchestrated 9:12
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
other 4:21 6:1 7:12 10:17,19,20 14:9 19:21 20:14
otherwise 15:8
our 8:22 12:4 13:22 18:9 20:21 23:3
ours 12:5
out 7:12 13:11 14:16 27:3
over 16:6,7 27:2 28:4
overnight 4:15
own 4:22 9:5 26:16
owner 20:15,20
owners 20:14,18 21:11 25:18
owns 11:1
o'clock 6:17 19:10

P

paid 11:16 14:7 23:1 24:22
part 13:20 22:2
particular 20:16 21:21 24:13
parties 6:1 9:13
passed 11:11 17:9 20:1
past 10:16 11:15,16,17 14:4
Patricia 2:18 17:7 20:19
pay 8:8 9:17 18:1 22:21 23:4
paying 18:8
people 18:4,7
percent 11:14 13:9 20:20
person 3:7 10:8 20:15 23:14
petition 5:7 12:2 13:5 21:15,18, 20 23:10,13 25:19
phonetic 2:16,19 3:19 4:3 17:14
piece 11:1 25:7
plan 6:7 17:12
please 5:3 18:10,13 19:1 28:14
plus 11:14 22:18
point 8:6 13:12 15:12 20:3,9 22:3
points 10:7
position 9:19 13:1,3 15:1 16:2
possibility 13:15
possible 14:10
potentially 8:2
powers 23:13
practical 10:14
practicing 18:3
prefer 12:12 15:3 26:16
preferable 12:20
prejudice 18:6 19:2
prepared 15:17
presentation 24:4,9
pressure 27:2
preventing 18:8
primarily 9:2
primary 14:21
prior 17:1
priority 12:16
proceeding 10:11 13:10 21:3 23:15,18
proceeds 9:17
process 12:19
professional 15:21
professionals 13:10,13
professor 17:14
proof 6:4,16 7:1 19:8 25:8 27:6,7
properly 17:4 19:4
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
proposed 5:17 6:9 13:8 15:15
protect 15:5
protected 7:5,17 8:4
prove 22:22
proves 17:2
provided 17:10
purchased 11:5
purpose 10:22
put 5:3 27:20

Q

quandary 16:5
question 15:11 27:19,21
questions 14:3 15:7
quick 21:4

R

rain 7:3
raised 5:19 6:3 14:18
ran 9:10 15:20
rates 21:6
Raton 5:1 12:8 13:14
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 3

STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.

BUREAU of VITAL STATISTICS

AMENDED CERTIFICATION OF DEATH

STATE FILE NUMBER: 2021002655

DATE ISSUED: APRIL 15, 2022

DATE FILED: JANUARY 12, 2021

DECEDENT INFORMATION

NAME: WALTER E SAHM JR

DATE OF DEATH: JANUARY 5, 2021 SEX: MALE AGE: 078 YEARS

DATE OF BIRTH: JANUARY 1, 1943 SSN: ***-**-7482

BIRTHPLACE: EVANSVILLE, INDIANA, UNITED STATES

PLACE WHERE DEATH OCCURRED: INPATIENT

FACILITY NAME OR STREET ADDRESS: THE VILLAGES REGIONAL HOSPITAL

LOCATION OF DEATH: THE VILLAGES, SUMTER COUNTY, 32159

RESIDENCE: 8230 SE 177 WINTERTHUR LOOP, THE VILLAGES, FLORIDA 32162, UNITED STATES

COUNTY: MARION

OCCUPATION, INDUSTRY: SALES MANAGER, INSURANCE

EDUCATION: BACHELORS DEGREE EVER IN U.S. ARMED FORCES? NO

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: MARRIED

SURVIVING SPOUSE NAME: PATRICIA FARAGHER

FATHER'S/PARENT'S NAME: WALTER E SAHM SR

MOTHER'S/PARENT'S NAME: ANNE FREITAG

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: PATRICIA SAHM

RELATIONSHIP TO DECEDENT: WIFE

INFORMANT'S ADDRESS: 8230 SE 177 WINTERTHUR LOOP, THE VILLAGES, FLORIDA 32162, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: ALEXIS GARCIA, F026901

FUNERAL FACILITY: NEPTUNE SOCIETY-SUMMERFIELD F064806
17350 SOUTH EAST 109TH TERRACE ROAD, SUMMERFIELD, FLORIDA 34491

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: SOUTHEASTERN CREMATORIES
HUDSON, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

TIME OF DEATH (24 HOUR): 0351

DATE CERTIFIED: JANUARY 9, 2021

CERTIFIER'S NAME: PABLO DOLDY CARDONA

CERTIFIER'S LICENSE NUMBER: ME120187

NAME OF ATTENDING PRACTITIONER (IF OTHER THAN CERTIFIER): NOT ENTERED

DATE AMENDED: 05/21/2021 ANY CERTIFICATION ISSUED PRIOR TO THE AMENDED DATE MAY BE NULL AND VOID.
The first five digits of the decedent's Social Security Number have been redacted pursuant to §119.071(5), Florida Statutes.

, STATE REGISTRAR

REQ: 2023881554

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE.

WARNING: THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THE DOCUMENT WILL NOT PRODUCE A COLOR COPY.

* 4 3 6 0 2 9 4 7 *

DH FORM 1946 (03-13)

CERTIFICATION OF VITAL RECORD

Florida HEALTH

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

EXHIBIT 4

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

Prepared by:

Tescher & Spallina, P.A.
4855 Technology Way, Suite 720, Boca Raton, Florida 33431
(561) 997-7008
www.tescherspallina.com

LAW OFFICES
TESCHER & SPALLINA, P.A.

SIMON L. BERNSTEIN

AMENDED AND RESTATED TRUST AGREEMENT

This Amended and Restated Trust Agreement is dated this 25 day of July, 2012, and is between SIMON L. BERNSTEIN, of Palm Beach County, Florida referred to in the first person, as settlor, and SIMON L. BERNSTEIN, of Palm Beach County, Florida and SIMON L. BERNSTEIN's successors, as trustee (referred to as the "*Trustee*," which term more particularly refers to all individuals and entities serving as trustee of a trust created hereunder during the time of such service, whether alone or as co-trustees, and whether originally serving or as a successor trustee).

WHEREAS, on May 20, 2008, I created and funded the SIMON L. BERNSTEIN TRUST AGREEMENT (the "*Trust Agreement,*" which reference includes any subsequent amendments of said trust agreement);

WHEREAS, Paragraph A. of Article I. of said Trust Agreement provides, inter alia, that during my lifetime I shall have the right at any time and from time to time by an instrument, in writing, delivered to the Trustee to amend or revoke said Trust Agreement, in whole or in part.

NOW, THEREFORE, I hereby amend and restate the Trust Agreement in its entirety and the Trustee accepts and agrees to perform its duties and obligations in accordance with the following amended provisions. Notwithstanding any deficiencies in execution or other issues in regard to whether any prior version of this Trust Agreement was a valid and binding agreement or otherwise created an effective trust, this amended and restated agreement shall constitute a valid, binding and effective trust agreement and shall amend and succeed all prior versions described above or otherwise predating this amended and restated Trust Agreement.

ARTICLE I. DURING MY LIFE AND UPON MY DEATH

A. Rights Reserved. I reserve the right (a) to add property to this trust during my life or on my death, by my Will or otherwise; (b) to withdraw property held hereunder; and (c) by separate written instrument delivered to the Trustee, to revoke this Agreement in whole or in part and otherwise modify or amend this Agreement.

B. Payments During My Life. If income producing property is held in the trust during my life, the Trustee shall pay the net income of the trust to me or as I may direct. However, during any periods while I am Disabled, the Trustee shall pay to me or on my behalf such amounts of the net income and principal of the trust as is proper for my Welfare. Any income not so paid shall be added to principal.

C. **Upon My Death**. Upon my death the Trustee shall collect and add to the trust all amounts due to the trust under any insurance policy on my life or under any death benefit plan and all property added to the trust by my Will or otherwise. After paying or providing for the payment from the augmented trust of all current charges and any amounts payable under the later paragraph captioned "Death Costs," the Trustee shall hold the trust according to the following provisions.

ARTICLE II. AFTER MY DEATH

A. **Disposition of Tangible Personal Property**. If any non-business tangible personal property other than cash (including, but not limited to, my personal effects, jewelry, collections, household furnishings, and equipment, and automobiles) is held in the trust at the time of my death, such items shall be promptly distributed by the Trustee of the trust to such person or persons, including my estate, as to the item or items or proportion specified, as I may appoint, and to the extent that any such items are not disposed of by such appointment, such items shall be disposed of by the Trustee of the trust in exactly the same manner as such items would have been disposed of under the terms and provisions of my Will (including any Codicil thereto, or what the Trustee in good faith believes to be such Will and Codicil) had such items been included in my probate estate. Any such items which are not effectively disposed of pursuant to the preceding sentence shall pass with the other trust assets.

B. **Disposition of Trust Upon My Death**. Upon my death, the remaining assets in this trust shall be divided among and held in separate Trusts for my then living grandchildren. Each of my grandchildren for whom a separate trust is held hereunder shall hereinafter be referred to as a "*beneficiary*" with the separate Trusts to be administered as provided in Subparagraph II.C.

C. **Trusts for Beneficiaries**. The Trustee shall pay to the beneficiary and the beneficiary's children, such amounts of the net income and principal of such beneficiary's trust as is proper for the Welfare of such individuals. Any income not so paid shall be added to principal each year. After a beneficiary has reached any one or more of the following birthdays, the beneficiary may withdraw the principal of his or her separate trust at any time or times, not to exceed in the aggregate 1/3 in value after the beneficiary's 25th birthday, 1/2 in value (after deducting any amount previously subject to withdrawal but not actually withdrawn) after the beneficiary's 30th birthday, and the balance after the beneficiary's 35th birthday, provided that the withdrawal powers described in this sentence shall not apply to any grandchild of mine as beneficiary of a separate trust. The value of each trust shall be its value as of the first exercise of each withdrawal right, plus the value of any subsequent addition as of the date of addition. The right of withdrawal shall be a privilege which may be exercised only voluntarily and shall not include an involuntary exercise. If a beneficiary dies with assets remaining in his or her separate trust, upon the beneficiary's death the beneficiary may appoint his or her trust to or for the benefit of one or more of any of my lineal descendants (excluding from said class, however, such beneficiary and such beneficiary's creditors, estate, and creditors of such beneficiary's estate). Any part of his or her trust such beneficiary does not effectively appoint shall upon his or her death be divided among and held in separate Trusts for the following persons:

1. for his or her lineal descendants then living, *per stirpes*; or

2. if he or she leaves no lineal descendant then living, *per stirpes* for the lineal descendants then living of his or her nearest ancestor (among me and my lineal descendants) with a lineal descendant then living.

A trust for a lineal descendant of mine shall be held under this paragraph, or if a trust is then so held, shall be added to such trust.

D. Termination of Small Trust. If at any time after my death in the opinion of the Trustee a separate trust holds assets of a value of less than $50,000.00 and is too small to justify the expense of its retention, and termination of such trust is in the best interests of its current income beneficiary, the Trustee in its discretion may terminate such trust and pay it to said beneficiary.

E. Contingent Gift. If at any time property of these Trusts is not disposed of under the other provisions of this Agreement, it shall be paid, as a gift made hereunder, to such persons and in such shares as such property would be distributed if I had then owned such property and had then died solvent, unmarried and intestate domiciled in the State of Florida, according to the laws of inheritance of the State of Florida then in effect.

F. Protective Provision. No beneficiary of any trust herein created shall have any right or power to anticipate, transfer, pledge, sell, alienate, assign or encumber in any way his or her interest in the income or principal of such trust. Furthermore, no creditor shall have the right to attach, lien, seize or levy upon the interest of a beneficiary in this trust (other than myself) and such interest shall not be liable for or subject to the debts, liabilities or obligations of any such beneficiary or any claims against such beneficiary (whether voluntarily or involuntarily created), and the Trustee shall pay directly to or for the use or benefit of such beneficiary all income and principal to which such beneficiary is entitled, notwithstanding that such beneficiary has executed a pledge, assignment, encumbrance or in any other manner alienated or transferred his or her beneficial interest in the trust to another. This paragraph shall not preclude the effective exercise of any power of appointment granted herein or the exercise of any disclaimer.

G. Maximum Duration. Regardless of anything in this Agreement to the contrary, no trust interest herein created shall continue beyond three hundred sixty (360) years after the date of creation of this Agreement, nor shall any power of appointment be exercised in such manner so as to delay vesting of any trust beyond such period. Immediately prior to the expiration of such period, all such trusts then in existence shall terminate, and the assets thereof shall be distributed outright and in fee to then beneficiaries of the current income and in the proportions in which such persons are the beneficiaries, and if such proportions cannot be ascertained, then equally among such beneficiaries.

ARTICLE III. GENERAL

A. Disability. Subject to the following Subparagraph captioned "Subchapter S Stock," while any beneficiary is Disabled, the Trustee shall pay to him or her only such portion of the income to which he or she is otherwise entitled as is proper for his or her Welfare, and any income not so paid shall be added to the principal from which derived. While any beneficiary is Disabled, income or principal payable to him or her may, in the discretion of the Trustee, be paid directly to him or her, without the intervention of a guardian, directly to his or her creditors or others for his or her sole benefit or to an adult person or an eligible institution (including the Trustee) selected by the Trustee as custodian for a minor beneficiary under the Uniform Transfers to Minors Act or similar law. The receipt of such payee is a complete release to the Trustee.

B. Timing of Income Distributions. The Trustee shall make required payments of income at least quarterly.

C. Substance Abuse.

1. In General. If the Trustee reasonably believes that a beneficiary (other than myself)of any trust:

a. routinely or frequently uses or consumes any illegal substance so as to be physically or psychologically dependent upon that substance, or

b. is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist,

and if the Trustee reasonably believes that as a result the beneficiary is unable to care for himself or herself, or is unable to manage his or her financial affairs, all mandatory distributions (including distributions upon termination of the trust) to the beneficiary, all of the beneficiary's withdrawal rights, and all of the beneficiary's rights to participate in decisions concerning the removal and appointment of Trustees will be suspended. In that event, the following provisions of this Subparagraph III.C will apply.

2. Testing. The Trustee may request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor and to consent to full disclosure to the Trustee of the results of all such examinations. The Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

3. Treatment. If, in the opinion of the examining doctor, the examination indicates current or recent use of a drug or substance as described above, the examining doctor will determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an

in-patient basis in a rehabilitation facility) that is acceptable to the Trustee. If the beneficiary consents to the treatment, the Trustee shall pay the costs of treatment directly to the provider of those services from the distributions suspended under this Subparagraph III.C.

4. Resumption of Distributions. The Trustee may resume other distributions to the beneficiary (and the beneficiary's other suspended rights will be restored) when, in the case of use or consumption of an illegal substance, examinations indicate no such use for 12 months and, in all cases, when the Trustee in its discretion determines that the beneficiary is able to care for himself or herself and is able to manage his or her financial affairs.

5. Disposition of Suspended Amounts. When other distributions to the beneficiary are resumed, the remaining balance, if any, of distributions that were suspended may be distributed to the beneficiary at that time. If the beneficiary dies before distribution of those suspended amounts, the Trustee shall distribute the balance of the suspended amounts to the persons who would be the alternate takers of that beneficiary's share (or takers through the exercise of a power of appointment) as otherwise provided in this Trust Agreement.

6. Exoneration. No Trustee (or any doctor retained by the Trustee) will be responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances as described in this Subparagraph III.C. The Trustee (and any doctor retained by the Trustee) is to be indemnified from the trust estate and held harmless from any liability of any nature in exercising its judgment and authority under this Subparagraph III.C, including any failure to request a beneficiary to submit to medical examination, and including a decision to distribute suspended amounts to a beneficiary.

7. Tax Savings Provision. Despite the provisions of this Subparagraph III.C, the Trustee cannot suspend any mandatory distributions or withdrawal rights that are required for that trust to become or remain a Qualified Subchapter S Trust (unless the Trustee elects for the trust to be an Electing Small Business Trust), or to qualify for any federal transfer tax exemption, deduction, or exclusion allowable with respect to that trust.

D. Income on Death of Beneficiary. Subject to the later paragraph captioned "Subchapter S Stock," and except as otherwise explicitly provided herein, upon the death of any beneficiary, all accrued or undistributed income of such deceased beneficiary's trust shall pass with the principal of his or her trust but shall remain income for trust accounting purposes.

E. Definitions. In this Agreement,

1. Children, Lineal Descendants. The terms "***child,***" "***children,***" "***grandchild,***" "***grandchildren***" and "***lineal descendant***" mean only persons whose relationship to the ancestor designated is created entirely by or through (a) legitimate births occurring during the marriage of the joint biological parents to each other, (b) children born of female lineal descendants, and (c) children and their lineal descendants arising from surrogate births and/or third party donors when (i) the child is

raised from or near the time of birth by a married couple (other than a same sex married couple) through the pendency of such marriage, (ii) one of such couple is the designated ancestor, and (iii) to the best knowledge of the Trustee both members of such couple participated in the decision to have such child. No such child or lineal descendant loses his or her status as such through adoption by another person. Notwithstanding the foregoing, for all purposes of this Trust and the dispositions made hereunder, my children, TED S. BERNSTEIN, PAMELA B. SIMON, ELIOT BERNSTEIN, JILL IANTONI and LISA S. FRIEDSTEIN, shall be deemed to have predeceased me as I have adequately provided for them during my lifetime.

2. Code. "*Code*" means the Internal Revenue Code of 1986, as amended, and in referring to any particular provision of the Code, includes a reference to any equivalent or successor provision of a successor federal tax law.

3. Disabled. "*Disabled*" or being under "*Disability*" means, as to any applicable individual: (1) being under the age of 21 years, (2) having been adjudicated by a court of competent jurisdiction as mentally or physically incompetent or unable to manage his or her own property or personal affairs (or a substantially similar finding under applicable state or national law), or (3) being unable to properly manage his or her personal or financial affairs, or a trust estate hereunder as to a Trustee hereunder, because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician or attending psychiatrist confirming that person's impairment will be sufficient evidence of Disability under item (3) above, and all persons may rely conclusively on such a certificate.

4. Education. The term "*education*" herein means vocational, primary, secondary, preparatory, theological, college and professional education, including post-graduate courses of study, at educational institutions or elsewhere, and expenses relating directly thereto, including tuition, books and supplies, room and board, and travel from and to home during school vacations. It is intended that the Trustee liberally construe and interpret references to "education," so that the beneficiaries entitled to distributions hereunder for education obtain the best possible education commensurate with their abilities and desires.

5. Needs and Welfare Distributions. Payments to be made for a person's *"Needs"* means payments necessary for such person's health (including lifetime residential or nursing home care), education, maintenance and support. Payments to be made for a person's *"Welfare"* means discretionary payments by the Trustee, from time to time, for such person's Needs and also for such person's advancement in life (including assistance in the purchase of a home or establishment or development of any business or professional enterprise which the Trustee believes to be reasonably sound), happiness and general well-being. However, the Trustee, based upon information reasonably available to it, shall make such payments for a person's Needs or Welfare only to the extent such person's income, and funds available from others obligated to supply funds for such purposes (including, without limitation, pursuant to child support orders and agreements), are insufficient in its opinion for such purposes, and shall take into account such person's accustomed manner of living, age, health, marital status and any other factor it considers important. Income or principal to be paid for a person's Needs or Welfare may be paid to

such individual or applied by the Trustee directly for the benefit of such person. The Trustee may make a distribution or application authorized for a person's Needs or Welfare even if such distribution or application substantially depletes or exhausts such person's trust, without any duty upon the Trustee to retain it for future use or for other persons who might otherwise benefit from such trust.

6. Per Stirpes. In a division "***per stirpes***" each generation shall be represented and counted whether or not it has a living member.

7. Related or Subordinate Party. A "***Related or Subordinate Party***" to a trust describes a beneficiary of the subject trust or a related or subordinate party to a beneficiary of the trust as the terms "related or subordinate party" are defined under Code Section 672(c).

8. Spouse. A person's "***spouse***" includes only a spouse then married to and living as husband and wife with him or her, or a spouse who was married to and living as husband and wife with him or her at his or her death. The following rules apply to each person who is a beneficiary or a permissible appointee under this Trust Agreement and who is married to a descendant of mine. Such a person will cease to be a beneficiary and will be excluded from the class of permissible appointees upon:

a. the legal termination of the marriage to my descendant (whether before or after my death), or

b. the death of my descendant if a dissolution of marriage proceeding was pending when he or she died.

The trust will be administered as if that person had died upon the happening of the terminating event described above.

9. Gender, Number. Where appropriate, words of any gender include all genders and the singular and plural are interchangeable.

F. Powers of Appointment. Property subject to a power of appointment shall be paid to, or retained by the Trustee or paid to any trustee under any will or trust agreement for the benefit of, such one or more permissible appointees, in such amounts and proportions, granting such interests, powers and powers of appointment, and upon such conditions including spendthrift provisions as the holder of such power (i) in the case of a power exercisable upon the death of such holder, appoints in his or her will or in a trust agreement revocable by him or her until his or her death, or (ii) in the case of a power exercisable during the life of such holder, appoints in a written instrument signed by such holder, two witnesses and a notary public, but in either case only if such will, trust agreement, or instrument specifically refers to such power.

G. Limitations on Powers of Trustee. Regardless of anything herein to the contrary, no Trustee shall make or participate in making any distribution of income or principal of a trust to or for the benefit of a beneficiary which would directly or indirectly discharge any legal obligation of such

Trustee or a donor of such trust (as an individual, and other than myself as donor) to support such beneficiary; and no Trustee (other than myself) shall make or participate in making any discretionary distribution of income or principal to or for the benefit of himself or herself other than for his or her Needs, including by reason of a determination to terminate a trust described herein. For example, if a Trustee (other than myself) has the power to distribute income or principal to himself or herself for his or her own Welfare, such Trustee (the "restricted Trustee") shall only have the power to make or participate in making a distribution of income or principal to the restricted Trustee for the restricted Trustee's Needs, although any co-Trustee who is not also a restricted Trustee may make or participate in making a distribution of income or principal to the restricted Trustee for such restricted Trustee's Welfare without the participation or consent of said restricted Trustee.

H. Presumption of Survivorship. If any person shall be required to survive another person in order to take any interest under this Agreement, the former person shall be deemed to have predeceased the latter person, if such persons die under circumstances which make it difficult or impracticable to determine which one died first.

I. Governing Law. This Agreement is governed by the law of the State of Florida.

J. Other Beneficiary Designations. Except as otherwise explicitly and with particularity provided herein, (a) no provision of this trust shall revoke or modify any beneficiary designation of mine made by me and not revoked by me prior to my death under any individual retirement account, other retirement plan or account, or annuity or insurance contract, (b) I hereby reaffirm any such beneficiary designation such that any assets held in such account, plan, or contract shall pass in accordance with such designation, and (c) regardless of anything herein to the contrary, any of such assets which would otherwise pass pursuant to this trust due to the beneficiary designation not having met the requirements for a valid testamentary disposition under applicable law or otherwise shall be paid as a gift made hereunder to the persons and in the manner provided in such designation which is incorporated herein by this reference.

K. Release of Medical Information.

1. Disability of Beneficiary. Upon the written request of a Trustee (with or without the concurrence of co-Trustees) issued to any current income or principal beneficiary (including discretionary beneficiaries and myself if a beneficiary) for whom a determination of Disability is relevant to the administration of a trust hereunder and for whom a Trustee (with or without the concurrence of co-Trustees) desires to make such a determination, such beneficiary shall issue to all Trustees (who shall be identified thereon both by name to the extent known and by class description) a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested beneficiary to release protected health information of the requested beneficiary to all Trustees that is relevant to the determination of the Disability of the requested beneficiary as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death of the requested

beneficiary). If such beneficiary (or his or her legal representative if such beneficiary is a minor or legally disabled) refuses within thirty days of receipt of the request to provide a valid authorization, or at any time revokes an authorization within its term, the Trustee shall treat such beneficiary as Disabled hereunder until such valid authorization is delivered.

2. Disability of Trustee. Upon the request to a Trustee that is an individual by (a) a co-Trustee, or if none, (b) the person or entity next designated to serve as a successor Trustee not under legal incapacity, or if none, (c) any adult current income or principal beneficiary not under legal incapacity, or in any event and at any time (d) a court of competent jurisdiction, such Trustee shall issue to such person and all persons, courts of competent jurisdiction, and entities (who shall be identified thereon both by name to the extent known and by class description), with authority hereunder to determine such requested Trustee's Disability, a valid authorization under the Health Insurance Portability and Accountability Act of 1996 and any other applicable or successor law authorizing all health care providers and all medical sources of such requested Trustee to release protected health information of the requested Trustee to such persons, courts and entities, that is relevant to the determination of the Disability of the requested Trustee as Disability is defined hereunder. The period of each such valid authorization shall be for six months (or the earlier death or resignation of the requested Trustee). If such requested Trustee refuses within thirty days of receipt of the request to deliver a valid authorization, or at any time revokes an authorization within its term, such requested Trustee shall thereupon be treated as having resigned as Trustee hereunder.

3. Ability to Amend or Revoke. The foregoing provisions of this paragraph shall not constitute a restriction on myself to amend or revoke the terms of this trust instrument under paragraph I.A hereof, provided I otherwise have legal capacity to do so.

4. Authorization to Issue Certificate. All required authorizations under this paragraph shall include the power of a physician or psychiatrist to issue a written certificate to the appropriate persons or entities as provided in Subparagraph III.E.3 hereof.

ARTICLE IV. FIDUCIARIES

A. **Powers of the Trustee**: During my life except while I am Disabled, the Trustee shall exercise all powers provided by law and the following powers, other than the power to retain assets, only with my written approval. While I am Disabled and after my death, the Trustee shall exercise said powers without approval, provided that the Trustee shall exercise all powers in a fiduciary capacity.

1. Investments. To sell or exchange at public or private sale and on credit or otherwise, with or without security, and to lease for any term or perpetually, any property, real and personal, at any time forming a part of the trust estate (the "***estate***"); to grant and exercise options to buy or sell; to invest or reinvest in real or personal property of every kind, description and location; and to receive and retain any such property whether originally a part of any trust herein created or subsequently acquired, even if the Trustee is personally interested in such property, and without liability for any

decline in the value thereof; all without limitation by any statutes or judicial decisions whenever enacted or announced, regulating investments or requiring diversification of investments, it being my intention to give the broadest investment powers and discretion to the Trustee. Any bank, trust company, or other corporate trustee serving hereunder as Trustee is authorized to invest in its own common trust funds.

2. Special Investments. The Trustee is expressly authorized (but not directed) to retain, make, hold, and dispose of investments not regarded as traditional for trusts, including interests or investments in privately held business and investment entities and enterprises, including without limitation stock in closely held corporations, limited partnership interests, joint venture interests, mutual funds, business trust interests, and limited liability company membership interests, notwithstanding (a) any applicable prudent investor rule or variation thereof, (b) common law or statutory diversification requirements (it being my intent that no such duty to diversify shall exist) (c) a lack of current cash flow therefrom, (d) the presence of any risk or speculative elements as compared to other available investments (it being my intent that the Trustee have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy), (e) lack of a reasonable rate of return, (f) risks to the preservation of principal, (g) violation of a Trustee's duty of jinpartiality as to different beneficiaries (it being my intent that no such duty exists for this purpose), and (h) similar limitations on investment under this Agreement or under law pertaining to investments that may or should be made by a Trustee (including without limitation the provisions of Fla.Stats. §518.11 and successor provisions thereto that would characterize such investmentsas forbidden, imprudent, improper or unlawful). The Trustee shall not be responsible to any trust created hereunder or the beneficiaries thereof for any loss resulting from any such authorized investment, including without limitation loss engendered by the higher risk element of that particular entity, investment, or enterprise, the failure to invest in more conservative investments, the failure to diversify trust assets, the prudent investor rule or variant thereof. Notwithstanding any provisions for distributions to beneficiaries hereunder, if the Trustee determines that the future potential investment return from any illiquid or closely held investment asset warrants the retention of that investment asset or that sufficient value could not be obtained from the sale or other disposition of an illiquid or closely held investment asset, the Trustee is authorized to retain that asset and if necessary reduce the distributions to beneficiaries due to lack of sufficient liquid or marketable assets. However, the preceding provisions of this Subparagraph shall not be exercised in a manner as to jeopardize the availability of the estate tax marital deduction for assets passing to or held in the a trust for my surviving spouse or that would otherwise qualify for the estate tax marital deduction but for such provisions, shall not override any express powers hereunder of my surviving spouse to demand conversion of unproductive property to productive property, or reduce any income distributions otherwise required hereunder for a trust held for the benefit of my surviving spouse or a "qualified subchapter S trust" as that term is defined in Code Section 1361(d)(3).

3. Distributions. To make any division or distribution pro rata or non-pro rata, in cash or in kind, and to allocate undivided interests in property and dissimilar property (without regard to its tax basis) to different shares.

4. Management. To manage, develop, improve, partition or change the character of an asset or interest in property at any time; and to make ordinary and extraordinary repairs, replacements, alterations and improvements, structural or otherwise.

5. Borrowing. To borrow money from anyone on commercially reasonable terms, including entities owned in whole or in part by the trust, a Trustee, beneficiaries and other persons who may have a direct or indirect interest in a Trust; and to mortgage, margin, encumber and pledge real and personal property of a trust as security for the payment thereof, without incurring any personal liability thereon and to do so for a term within or extending beyond the terms of the trust and to renew, modify or extend existing borrowing on similar or different terms and with the same or different security without incurring any personal liability; and such borrowing from a Trustee may be with or without interest, and may be secured with a lien on trust assets.

6. Lending. To extend, modify or waive the terms of any obligation, bond or mortgage at any time forming a part of a trust and to foreclose any such mortgage; accept a conveyance of encumbered property, and take title to the property securing it by deed in lieu of foreclosure or otherwise and to satisfy or not satisfy the indebtedness securing said property; to protect or redeem any such property from forfeiture for nonpayment of taxes or other lien; generally, to exercise as to such bond, obligation or mortgage all powers that an absolute owner might exercise; and to loan funds to beneficiaries at commercially reasonable rates, terms and conditions.

7. Abandonment of Property. To abandon any property or asset when it is valueless or so encumbered or in such condition that it is of no benefit to a trust. To abstain from the payment of taxes, liens, rents, assessments, or repairs on such property and/or permit such property to be lost by tax sale, foreclosure or other proceeding or by conveyance for nominal or no consideration to anyone including a charity or by escheat to a state; all without personal liability incurred therefor.

8. Real Property Matters. To subdivide, develop or partition real estate; to purchase or sell real property and to enter into contracts to do the same; to dedicate the same to public use; to make or obtain the location of any plats; to adjust boundaries; to adjust differences in valuations on exchange or partition by giving or receiving consideration; and, to grant easements with or without consideration as the fiduciaries may determine; and to demolish any building, structures, walls and improvements, or to erect new buildings, structures, walls and improvements and to insure against fire and other risks; and to protect and conserve, or to lease, or to encumber, or otherwise to manage and dispose of real property to the extent such power is not otherwise granted herein or otherwise restricted herein.

9. Claims. To enforce, compromise, adjust, arbitrate, release or otherwise settle or pay any claims or demands by or against a trust.

10. Business Entities. To deal with any business entity or enterprise even if a Trustee is or may be a fiduciary of or own interests in said business entity or enterprise, whether operated in the form of a corporation, partnership, business trust, limited liability company, joint venture, sole

proprietorship, or other form (all of which business entities and enterprises are referred to herein as "***Business Entities***"). I vest the Trustee with the following powers and authority in regard to Business Entities:

a. To retain and continue to operate a Business Entity for such period as the Trustee deems advisable;

b. To control, direct and manage the Business Entities. In this connection, the Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as the Trustee may select, including any associate, partner, officer or employee of the Business Entity;

c. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as the Trustee may deem appropriate; including the right to employ any beneficiary or fiduciary in any of the foregoing capacities;

d. To invest funds in the Business Entities, to pledge other assets of a trust as security for loans made to the Business Entities, and to lend funds from a trust to the Business Entities;

e. To organize one or more Business Entities under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property of a trust, and to receive in exchange such stocks, bonds, partnership and member interests, and such other securities or interests as the Trustee may deem advisable;

f. To treat Business Entities as separate from a trust. In a Trustee's accounting to any beneficiary, the Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard business accounting practice;

g. To retain in Business Entities such net earnings for working capital and other purposes of the Business Entities as the Trustee may deem advisable in conformity with sound business practice;

h. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as the Trustee may determine. My Trustee is specifically authorised and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities, a fiduciary, or to any beneficiary; and

i. To guaranty the obligations of the Business Entities, or pledge assets of a trust to secure such a guaranty.

11. Principal and Income. To allocate items of income or expense between income and principal as permitted or provided by the laws of the State of Florida but without limiting the availability of the estate tax marital deduction, provided, unless otherwise provided in this instrument, the Trustee shall establish out of income and credit to principal reasonable reserves for depreciation, obsolescence and depletion, determined to be equitable and fair in accordance with some recognized reasonable and preferably uncomplicated trust accounting principle and; provided, further that the Trustee shall not be required to provide a rate of return on unproductive property unless otherwise provided in this instrument.

12. Life Insurance. With respect to any life insurance policies constituting an asset of a trust, to pay premiums; to apply dividends in reduction of such premiums; to borrow against the cash values thereof; to convert such policies into other forms of insurance, including paid-up insurance; to exercise any settlement options provided in any such policies; to receive the proceeds of any policy upon its maturity and to administer such proceeds as a part of the principal of the Trust; and in general, to exercise all other options, benefits, rights and privileges under such policies.

13. Continuing Power. To continue to have or exercise, after the termination of a trust, in whole or in part, and until final distribution thereof, all title, power, discretions, rights and duties conferred or imposed upon the Trustee by law or by this Agreement or during the existence of the trust.

14. Exoneration. To provide for the exoneration of the Trustee from any personal liability on account of any arrangement or contract entered into in a fiduciary capacity.

15. Agreements. To comply with, amend, modify or rescind any agreement made during my lifetime, including those regarding the disposition, management or continuation of any closely held unincorporated business, corporation, partnership or joint venture, and including the power to complete contracts to purchase and sell real estate.

16. Voting. To vote and give proxies, with power of substitution to vote, stocks, bonds and other securities, or not to vote a security.

17. Combination of Shares. To hold the several shares of a trust or several Trusts as a common fund, dividing the income proportionately among them, to assign undivided interests to the several shares or Trusts, and to make joint investments of the funds belonging to them. For such purposes and insofar as may be practicable, the Trustee, to the extent that division of the trust estate is directed hereby, may administer the trust estate physically undivided until actual division thereof becomes necessary to make distributions. The Trustee may hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and may allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, this carrying of several Trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

18. Reimbursement. To reimburse itself from a trust for reasonable expenses incurred in the administration thereof.

19. Reliance Upon Communication. To rely, in acting under a trust, upon any letter, notice, certificate, report, statement, document or other paper, or upon any telephone, telegraph, cable, wireless or radio message, if believed by the Trustee to be genuine, and to be signed, sealed, acknowledged, presented, sent, delivered or given by or on behalf of the proper person, firm or corporation, without incurring liability for any action or inaction based thereon.

20. Assumptions. To assume, in the absence of written notice to the contrary from the person or persons concerned, that a fact or an event, by reason of which an interest or estate under a trust shall commence or terminate, does not exist or has not occurred, without incurring liability for any action or inaction based upon such assumption.

21. Service as Custodian. To serve as successor custodian for any beneficiary of any gifts that I may have made under any Transfer to Minors Act, if at the time of my death no custodian is named in the instrument creating the gift.

22. Removal of Assets. The Trustee may remove from the domiciliary state during the entire duration of a trust or for such lesser period as it may deem advisable, any cash, securities or other property at any time in its hands whether principal or not, and to take and keep the same outside the domiciliary state and at such place or places within or outside the borders of the United States as it may determine, without in any event being chargeable for any loss or depreciation to the trust which may result therefrom.

23. Change of Situs. The situs and/or applicable law of any trust created hereunder may be transferred to such other place as the Trustee may deem to be for the best interests of the trust estate. In so doing, the Trustee may resign and appoint a successor Trustee, but may remove such successor Trustee so appointed and appoint others. Each successor Trustee may delegate any and all fiduciary powers, discretionary and ministerial, to the appointing Trustee as its agent.

24. Fiduciary Outside Domiciliary State. In the event the Trustee shall not be able and willing to act as Trustee with respect to any property located outside the domiciliary state, the Trustee, without order of court, may appoint another individual or corporation (including any employee or agent of any appointing Trustee) to act as Trustee with respect to such property. Such appointed Trustee shall have all of the powers and discretions with respect to such property as are herein given to the appointing Trustee with respect to the remaining trust assets. The appointing Trustee may remove such appointed Trustee and appoint another upon ten (10) days notice in writing. All income from such property, and if such property is sold, exchanged or otherwise disposed of, the proceeds thereof, shall be remitted to the appointing Trustee, to be held and administered by it as Trustee hereunder. Such appointed Trustee may employ the appointing Trustee as agent in the administration of such property. No surety shall be required on the bond of the Trustee or agent acting under the provisions of this

paragraph. No periodic court accounting shall be required of such appointed Trustee, it being my intention to excuse any statutory accounting which may ordinarily be required.

25. Additions. To receive and accept additions to the Trusts in cash or in kind from donors, executors, administrators, Trustee or attorneys in fact, including additions of my property by the Trustee or others as my attorneys in fact.

26. Title and Possession. To have title to and possession of all real or personal property held in the Trusts, and to register or hold title to such property in its own name or in the name of its nominee, without disclosing its fiduciary capacity, or in bearer form.

27. Dealing with Estates. To use principal of the Trusts to make loans to my estate, with or without interest, and to make purchases from my estate.

28. Agents. To employ persons, including attorneys, auditors, investment advisers, and agents, even if they are the Trustee or associated with the Trustee, to advise or assist the Trustee in the performance of its administrative duties and to pay compensation and costs incurred in connection with such employment from the assets of the Trust; to act without independent investigation upon their recommendations; and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

29. Tax Elections. To file tax returns, and to exercise all tax-related elections and options at its discretion, without compensating adjustments or reimbursements between any of the Trusts or any of the trust accounts or any beneficiaries.

B. Resignation. A Trustee may resign with or without cause, by giving no less than 30 days advance written notice, specifying the effective date of such resignation, to its successor Trustee and to the persons required and in the manner provided under Fla.Stats. §§736.0705(1)(a) and 736.0109. As to any required recipient, deficiencies in fulfilling the foregoing resignation requirements may be waived in a writing signed by such recipient. Upon the resignation of a Trustee, such Trustee shall be entitled to reimbursement from the trust for all reasonable expenses incurred in the settlement of accounts and in the transfer of assets to his or her successor.

C. Appointment of Successor Trustee.

1. Appointment. Upon a Trustee's resignation, or if a Trustee becomes Disabled or for any reason ceases to serve as Trustee, I may appoint any person or persons as successor Trustee, and in default of such appointment by me, ROBERT L. SPALLINA and DONALD R. TESCHER shall serve together as successor co-Trustees, or either of them alone as Trustee if either of them is unable to serve. Notwithstanding the foregoing, if a named Trustee is not a U.S. citizen or resident at the time of commencement of his term as Trustee, such Trustee should give due consideration to declining to serve to avoid potential adverse U.S. income tax consequences by reason of the characterization of a trust

hereunder as a foreign trust under the Code, but shall not be construed to have any duty to so decline if such Trustee desires to serve.

2. Specific Trusts. Notwithstanding the preceding provisions of this Subparagraph IV.C, subsequent to my death I specifically appoint the following person or persons as Trustee of the following Trusts under the following described circumstances provided that the foregoing appointments shall apply when and to the extent that no effective appointment is made below:

a. Trustee of Separate Trusts for My Grandchildren. Each grandchild of mine shall serve as co-Trustee with the immediate parent of such grandchild which parent is also a child of mine as to all separate trusts under which such grandchild is the sole current mandatory or discretionary income beneficiary upon attaining the age of twenty-five (25) years, and shall serve as sole Trustee of such trusts upon attaining the age of thirty-five (35) years. While serving alone as Trustee, a grandchild of mine may designate a co-Trustee that is not a Related or Subordinate Party to serve with such grandchild and such grandchild may remove and/or replace such co-Trustee with another that is not a Related or Subordinate Party from time to time.

b. Trustee of Separate Trusts for My Lineal Descendants Other Than My Grandchildren. In regard to a separate trust held for a lineal descendant of mine other than a grandchild of mine which lineal descendant is the sole current mandatory or discretionary income beneficiary, each such lineal descendant shall serve as co-Trustee, or sole Trustee if the preceding described Trustees cease or are unable to serve or to continue to serve, of his or her separate trust upon attaining age twenty-five (25) years. While serving alone as Trustee, a lineal descendant of mine other than a grandchild of mine may designate a co-Trustee to serve with such lineal descendant and such lineal descendant may remove and/or replace such co-Trustee with another from time to time.

3. Successor Trustees Not Provided For. Whenever a successor Trustee or co-Trustee is required and no successor or other functioning mechanism for succession is provided for under the terms of this Trust Agreement , the last serving Trustee or the last person or entity designated to serve as Trustee of the applicable trust may appoint his or her successor, and if none is so appointed, the following persons shall appoint a successor Trustee (who may be one of the persons making the appointment):

a. The remaining Trustees, if any; otherwise,

b. A majority of the permissible current mandatory or discretionary income beneficiaries, including the natural or legal guardians of any beneficiaries who are Disabled.

A successor Trustee appointed under this subparagraph shall not be a Related or Subordinate Party of the trust. The appointment will be by a written document executed by such person in the presence of two witnesses and acknowledged before a notary public delivered to the appointed Trustee and to me if I am living and not Disabled or in a valid last Will. Notwithstanding the foregoing, a designation under this Subparagraph of a successor trustee to a corporate or entity trustee shall be limited to a corporate or

entity trustee authorized to serve as such under Florida law with assets under trust management of no less than one billion dollars.

4. Power to Remove Trustee. Subsequent to my death, the age 35 or older permissible current mandatory or discretionary income beneficiaries from time to time of any trust established hereunder shall have the power to unanimously remove a Trustee of such trust at any time with or without cause, other than a named Trustee or successor Trustee designated hereunder, or a Trustee appointed by me during my lifetime or under my Will or otherwise at the time of my death, with the successor Trustee to be determined in accordance with the foregoing provisions.

D. **Method of Appointment of Trustee**. Any such appointment of a successor Trustee by a person shall be made in a written instrument executed by such person in the presence of two witnesses and acknowledged before a notary public which is delivered to such appointed Trustee during the lifetime of the person making such appointment, or any such appointment of a successor Trustee by a person may be made under the last Will of such person.

E. **Limitations on Removal and Replacement Power**. Any power to remove and/or replace a trustee hereunder that is granted to an individual (including such power when reserved to me) is personal to that individual and may not be exercised by a guardian, power of attorney holder, or other legal representative or agent.

F. **Successor Fiduciaries**. No Trustee is responsible for, nor has any duty to inquire into, the administration, acts or omissions of any executor, administrator, Personal Representative, or trustee or attorney-in-fact adding property to these Trusts, or of any predecessor Trustee. Each successor Trustee has all the powers, privileges, immunities, rights and title (without the execution of any instrument of transfer or any other act by any retiring Trustee) and all the duties of all predecessors.

G. **Liability and Indemnification of Trustee**.

1. Liability in General. No individual Trustee (that is, a Trustee that is not a corporation or other entity) shall be liable for any of his or her actions or failures to act as Trustee, even if the individual Trustee is found by a court to have been negligent or in breach of fiduciary duty, except for liability caused by his or her actions or failures to act done in bad faith or with reckless indifference to the purposes of the trust or the interests of the beneficiaries. Each Trustee that is a corporation or other entity will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty, without contribution by any individual Trustee.

2. Indemnification of Trustee. Except in regard to liabilities imposed on a Trustee under Subparagraph IV.G.1, each Trustee shall be held harmless and indemnified from the assets of the trust for any liability, damages, attorney's fees, expenses, and costs incurred as a result of its service as Trustee. A Trustee who ceases to serve for any reason will be entitled to receive reasonable security from the assets of the trust to protect it from liability, and may enforce these provisions for indemnification against the current Trustee or against any assets held in the trust, or if the former Trustee is an individual

and not a corporation or other entity, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right extends to the estate, personal representatives, legal successors and assigns of a Trustee.

3. Indemnification of Trustee - Additional Provisions. I recognize that if a beneficiary accuses a Trustee of wrongdoing or breach of fiduciary duty, the Trustee may have a conflict of interest that ordinarily would prevent it from paying legal fees and costs from the trust estate to defend itself. I do not want to put a financial burden on any individual named to serve as a Trustee. Just as important, I do not want an individual who has been selected to serve as a Trustee to be reluctant to accept the position, or while serving to be intimidated in the performance of the Trustee's duties because of the threats of lawsuits that might force the Trustee to pay fees and costs from the Trustee's personal resources. For this reason, I deliberately and intentionally waive any such conflict of interest with respect to any individual serving as Trustee so that he or she can hire counsel to defend himself or herself against allegations of wrongdoing or if sued for any reason (whether by a beneficiary or by someone else) and pay all fees and costs for his or her defense from the trust estate until the dispute is resolved. I understand and agree that a court may award, disallow or allocate fees and costs in whole or in part after the dispute is resolved, as provided by law. The Trustee will account for all such fees and costs paid by it as provided by law. This provision shall not apply to any Trustee that is a corporation or other entity.

H. **Compensation, Bond.** Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the trust. Reasonable compensation for a non-individual Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a non-individual Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustee's fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing. Each Trustee shall serve without bond.

I. **Maintenance of Records.** The Trustee shall maintain accurate accounts and records. It shall render annual statements of the receipts and disbursements of income and principal of a trust upon the written request of any adult vested beneficiary of such trust or the guardian of the person of any vested beneficiary and the approval of such beneficiary shall be binding upon all persons then or thereafter interested in such trust as to the matters and transactions shown on such statement. The Trustee may at any time apply for a judicial settlement of any account. No Trustee shall be required to file any statutory or other periodic accountings of the administration of a trust.

J. **Interested Trustee.** The Trustee may act under this Agreement even if interested in these Trusts in an individual capacity, as a fiduciary of another trust or estate (including my estate) or in any other capacity. The Trustee may in good faith enter into a sale, encumbrance, or other transaction involving the investment or management of trust property for the Trustee's own personal account or which is otherwise affected by a conflict between the Trustee's fiduciary and personal interests, without liability and without being voidable by a beneficiary. The Trustee is specifically authorized to make loans to, to receive loans from, or to sell, purchase or exchange assets in a transaction with (i) the

Trustee's spouse, (ii) the Trustee's children or grandchildren, siblings, parents, or spouses of such persons, (iii) an officer, director, employee, agent, or attorney of the Trustee, or (iv) a corporation, partnership, limited liability company, or other business entity in which the Trustee has a financial interest, provided that in any transaction the trusts hereunder receive fair and adequate consideration in money or money's worth. The Trustee may renounce any interest or expectancy of a trust in, or an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the Trustee. Such renunciation shall not prohibit the Trustee from participating in the Trustee's individual capacity in such opportunity or expectancy.

K. Third Parties. No one dealing with the Trustee need inquire into its authority or its application of property.

L. Merger of Trusts. If the Trustee is also trustee of a trust established by myself or another person by will or trust agreement, the beneficiaries to whom income and principal may then be paid and then operative terms of which are substantially the same as those of a trust held under this Agreement, the Trustee in its discretion may merge either such trust into the other trust. The Trustee, in exercising its discretion, shall consider economy of administration, convenience to the beneficiaries, tax consequences and any other factor it considers important. If it is later necessary to reestablish the merged trust as separate trusts, it shall be divided proportionately to the value of each trust at the time of merger.

M. Multiple Trustees. If two Trustees are serving at any time, any power or discretion of the Trustees may be exercised only by their joint agreement. Either Trustee may delegate to the other Trustee the authority to act on behalf of both Trustees and to exercise any power held by the Trustees. If more than two Trustees are serving at any time, and unless unanimous agreement is specifically required by the terms of this Trust Agreement, any power or discretion of the Trustees may be exercised only by a majority. The Trustees may delegate to any one or more of themselves the authority to act on behalf of all the Trustees and to exercise any power held by the Trustees. Trustees who consent to the delegation of authority to other Trustees will be liable for the consequences of the actions of those other Trustees as if the consenting Trustees had joined the other Trustees in performing those actions. A dissenting Trustee who did not consent to the delegation of authority to another Trustee and who has not joined in the exercise of a power or discretion cannot be held liable for the consequences of the exercise. A dissenting Trustee who joins only at the direction of the majority will not be liable for the consequences of the exercise if the dissent is expressed in writing delivered to any of the other Trustees before the exercise of that power or discretion.

ARTICLE V. ADDITIONAL TAX AND RELATED MATTERS

A. GST Trusts. I direct (a) that the Trustee shall divide any trust to which there is allocated any GST exemption into two separate Trusts (each subject to the provisions hereof) so that the generation-skipping tax inclusion ratio of one such trust is zero, (b) any property exempt from generation-skipping taxation shall be divided as otherwise provided herein and held for the same persons

designated in Trusts separate from any property then also so divided which is not exempt from generation-skipping taxation, and (c) if upon the death of a beneficiary a taxable termination would otherwise occur with respect to any property held in trust for him or her with an inclusion ratio greater than zero, such beneficiary shall have with respect only to such property a power to appoint such fractional share thereof which if included in such beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such share) would not be taxed at the highest federal estate tax rate and such fractional share of such property shall be distributed to such persons including only such beneficiary's estate, spouse, and issue, as such beneficiary may appoint, and any part of a trust such beneficiary does not effectively appoint shall be treated as otherwise provided for disposition upon his or her death, provided, if upon his or her death two or more Trusts for his or her benefit are directed to be divided among and held or distributed for the same persons and the generation-skipping tax inclusion ratio of any such trust is zero, the amount of any other such Trust to which there is allocated any of such beneficiary's GST exemption shall be added to the Trusts with generation-skipping tax inclusion ratios of zero in equal shares. For purposes of funding any pecuniary payment to which there is allocated any GST exemption, such payment shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such distribution could be made, and any pecuniary payment made before a residual transfer of property to which any GST exemption is allocated shall be satisfied with cash or property which fairly represents appreciation and depreciation (occurring between the valuation date and the date of distribution) in all of the assets from which such pecuniary payment could be satisfied and shall be allocated a pro rata share of income earned by all such assets between the valuation date and the date of payment. Except as otherwise expressly provided herein, the valuation date with respect to any property shall be the date as of which its value is determined for federal estate tax purposes with respect to the transferor thereof, and subject to the foregoing, property distributed in kind in satisfaction of any pecuniary payment shall be selected on the basis of the value of such property on the valuation date. All terms used in this paragraph which are defined or explained in Chapter 13 of the Code or the regulations thereunder shall have the same meaning when used herein. I request (but do not require) that if two or more Trusts are held hereunder for any person, no principal be paid to such person from the Trusts with the lower inclusion ratios for generation-skipping tax purposes unless the trust with the highest inclusion ratio has been exhausted by use, consumption, distribution or otherwise or is not reasonably available. The Trustee is authorized and directed to comply with the provisions of the Treasury Regulations interpreting the generation skipping tax provisions of the Code in severing or combining any trust, creating or combining separate trust shares, allocating GST exemption, or otherwise, as necessary to best accomplish the foregoing allocations, inclusion ratios, combinations, and divisions, including, without limitation, the payment of "appropriate interest" as determined by the Trustee as that term is applied and used in said Regulations.

B. **Individual Retirement Accounts**. In the event that this trust or any trust created under this Agreement is the beneficiary of an Individual retirement account established and maintained under Code Section 408 or a qualified pension, profit sharing or stock bonus plan established and maintained under Code Section 401 (referred to in this paragraph as "IRA"), the following provisions shall apply to such trust:

1. I intend that the beneficiaries of such trust shall be beneficiaries within the meaning of Code Section 401(a)(9) and the Treasury Regulations thereunder. All provisions of such trust shall be construed consistent with such intent. Accordingly, the following provisions shall apply to such trust:

a. No benefits from any IRA may be used or applied for the payment of any debts, taxes or other claims against my estate as set forth in the later paragraph captioned "Taxes", unless other assets of this trust are not available for such payment.

b. In the event that a beneficiary of any trust created under this Agreement has a testamentary general power of appointment or a limited power of appointment over all or any portion of any trust established under this Agreement, and if such trust is the beneficiary of any benefits from any IRA, the beneficiary shall not appoint any part of such trust to a charitable organization or to a lineal descendant of mine (or a spouse of a lineal descendant of mine) who is older than the beneficiary whose life expectancy is being used to calculate distributions from such IRA.

2. The Trustee shall deliver a copy of this Agreement to the custodian of any IRA of which this trust or any trust created under this Agreement is the named beneficiary within the time period prescribed Code Section 401(a)(9) and the Treasury Regulations thereunder, along with such additional items required thereunder. If the custodian of the IRA changes after a copy of this Agreement has been provided pursuant to the preceding sentence, the Trustee shall immediately provide a copy of this Agreement to the new custodian. The Trustee shall request each custodian to complete a receipt of the Agreement and shall attach such receipt to this Agreement. The Trustee shall provide a copy of each amendment of this Agreement to the custodian and shall obtain a receipt of such amendment.

C. Gift Transfers Made From Trust During My Lifetime. I direct that all gift transfers made from the trust during my lifetime be treated for all purposes as if the gift property had been first withdrawn by (or distributed to) me and then transferred by me to the donees involved. Thus, in each instance, even where title to the gift property is transferred directly from the name of the trust (or its nominee) into the name of the donee, such transfer shall be treated for all purposes as first a withdrawal by (or distribution of the property to) me followed by a gift transfer of the property to the donee by me as donor, the Trustee making the actual transfer in my behalf acting as my attorney in fact, this paragraph being, to that extent, a power of attorney from me to the Trustee to make such transfer, which power of attorney shall not be affected by my Disability, incompetence, or incapacity.

D. Gifts. If I am Disabled, I authorize the Trustee to make gifts from trust property during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following limitations:

1. Recipients. The gifts may be made only to my lineal descendants or to trusts primarily for their benefit, and in aggregate annual amounts to any one such recipient that do not exceed the exclusion amount provided for under Code Section 2503(b).

2. Trustee Limited. When a person eligible to receive gifts is serving as Trustee, the aggregate of all gifts to that person during the calendar year allowable under the preceding subparagraph 1. shall thereafter not exceed the greater of Five Thousand Dollars ($5,000), or five percent (5%) of the aggregate value of the trust estate. However, gifts completed prior to a recipient's commencing to serve as Trustee shall not be affected by this limitation.

3. Charitable Pledges. The Trustee may pay any charitable pledges I made while I was not Disabled (even if not yet due).

E. **Death Costs.** If upon my death the Trustee hold any United States bonds which may be redeemed at par in payment of federal estate tax, the Trustee shall pay the federal estate tax due because of my death up to the amount of the par value of such bonds and interest accrued thereon at the time of payment. The Trustee shall also pay from the trust all of my following death costs, but if there is an acting executor, administrator or Personal Representative of my estate my Trustee shall pay only such amounts of such costs as such executor, administrator or Personal Representative directs:

1. my debts which are allowed as claims against my estate,

2. my funeral expenses without regard to legal limitations,

3. the expenses of administering my estate,

4. the balance of the estate, inheritance and other death taxes (excluding generation-skipping transfer taxes unless arising from direct skips), and interest and penalties thereon, due because of my death with respect to all property whether or not passing under my Will or this Agreement (other than property over which I have a power of appointment granted to me by another person, and qualified terminable interest property which is not held in a trust that was subject to an election under Code Section 2652(a)(3) at or about the time of its funding) and life insurance proceeds on policies insuring my life which proceeds are not held under this trust or my probate estate at or by reason of my death), and

5. any gifts made in my Will or any Codicil thereto.

The Trustee may make any such payment either to my executor, administrator or Personal Representative or directly to the proper party. The Trustee shall not be reimbursed for any such payment, and is not responsible for the correctness or application of the amounts so paid at the direction of my executor, administrator, or Personal Representative. The Trustee shall not pay any of such death costs with any asset which would not otherwise be included in my gross estate for federal or state estate or inheritance tax purposes, or with any asset which otherwise cannot be so used, such as property received under a limited power of appointment which prohibits such use. Further, no payment of any such death costs shall be charged against or paid from the tangible personal property disposed of pursuant to the prior paragraph captioned "Disposition of Tangible Personal Property."

F. Subchapter S Stock. Regardless of anything herein to the contrary, in the event that after my death the principal of a trust includes stock in a corporation for which there is a valid election to be treated under the provisions of Subchapter S of the Code, the income beneficiary of such a trust is a U.S. citizen or U.S. resident for federal income tax purposes, and such trust is not an "electing small business trust" under Code Section 1361(e)(1) in regard to that corporation, the Trustee shall (a) hold such stock as a substantially separate and independent share of such trust within the meaning of Code Section 663(c), which share shall otherwise be subject to all of the terms of this Agreement, (b) distribute all of the income of such share to the one income beneficiary thereof in annual or more frequent installments, (c) upon such beneficiary's death, pay all accrued or undistributed income of such share to the beneficiary's estate, (d) distribute principal from such share during the lifetime of the income beneficiary only to such beneficiary, notwithstanding any powers of appointment granted to any person including the income beneficiary, and (e) otherwise administer such share in a manner that qualifies it as a "qualified Subchapter S trust" as that term is defined in Code Section 1361(d)(3), and shall otherwise manage and administer such share as provided under this Agreement to the extent not inconsistent with the foregoing provisions of this paragraph.

G. Residence as Homestead. I reserve the right to reside upon any real property placed in this trust as my permanent residence during my life, it being the intent of this provision to retain for myself the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes such that said beneficial interest and possessory right constitute in all respects "equitable title to real estate" as that term is used in Section 6, Article VII of the Constitution of the State of Florida. Notwithstanding anything contained in this trust to the contrary, for purposes of the homestead exemption under the laws of the State of Florida, my interest in any real property in which I reside pursuant to the provisions of this trust shall be deemed to be an interest in real property and not personalty and shall be deemed my homestead.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Trust Agreement on the date first above written.

SETTLOR and TRUSTEE:

SIMON L. BERNSTEIN

This instrument was signed by SIMON L. BERNSTEIN in our presence, and at the request of and in the presence of SIMON L. BERNSTEIN and each other, we subscribe our names as witnesses on this 25 day of July, 2012:

Print Name: ROBERT L. SPALLINA
Address: 7387 WISTERIA AVENUE
PARKLAND, FL 33076

Print Name: Kimberly Moran
Address: Kimberly Moran
6362 Las Flores Drive
Boca Raton, FL 33433

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of July, 2012, by SIMON L. BERNSTEIN.

Signature - Notary Public-State of Florida

[Seal with Commission Expiration Date]
NOTARY PUBLIC-STATE OF FLORIDA
Lindsay Baxley
Commission # EE092282
Expires: MAY 10, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

Lindsay Baxley
Print, type or stamp name of Notary Public

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

EXHIBIT 5

Filing # 150196551 E-Filed 05/24/2022 01:12:03 PM

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

BRIAN MCKENNA O'CONNELL,

Respondent.

_____/

Supreme Court Case No. SC-

The Florida Bar File No. 2020-50,181(17I)

RECEIVED, 05/24/2022 01:13:21 PM, Clerk, Supreme Court

COMPLAINT OF THE FLORIDA BAR

The Florida Bar, complainant, files this Complaint against Brian McKenna O'Connell, respondent, pursuant to the Rules Regulating The Florida Bar and alleges:

1. The respondent is and was at all times mentioned herein a member of The Florida Bar admitted on November 10, 1980 and is subject to the jurisdiction of the Supreme Court of Florida.

2. The respondent resided in and practiced law in Palm Beach County, Florida, at all times material.

3. The respondent was Board Certified by the Florida Bar from August 1, 1990 until July 31, 2020 in Wills, Trusts and Estates.

4. The respondent was an attorney with the law firm of Ciklin Lubitz, at all times material.

5. The Seventeenth Judicial Circuit Grievance Committee "I" found probable cause to file this complaint pursuant to Rule 3-7.4, of the Rules Regulating The Florida Bar, and this complaint has been approved by the presiding member of that committee.

COUNT I – THE MISAPPROPRIATIONS

6. The respondent represented Nancy C. Brown, hereinafter referred to as "Brown."

7. The respondent prepared the Nancy C. Brown Amended and Restated Revocable Trust, hereinafter referred to as "The Trust."

8. Brown, as settlor, executed The Trust on February 6, 2009.

9. The respondent, together with Wachovia Bank were named as the trustees of The Trust.

10. Subsequent to the execution of The Trust, Wachovia Bank resigned as the corporate trustee leaving respondent as the sole trustee, as reflected in the First Amendment to The Trust, dated December 8, 2011. **(The Trust and First Amendment to The Trust are attached hereto and incorporated herein as The Florida Bar's Exhibit 1.)**

11. The First Amendment to The Trust required respondent, as the sole trustee, to distribute to the following beneficiaries, as specific devises:

The sum of ONE THOUSAND FIVE HUNDRED ($1,500)

> DOLLARS shall be distributed to JOHN OLSON, if he survives Settlor.
>
> The sum of FIVE THOUSAND ($5,000) DOLLARS shall be distributed to SCHENELL M. FINN, if he survives Settlor.

12. The First Amendment to The Trust also required respondent, as the sole trustee, to distribute all the rest, residue and remainder of the residuary Trust Estate as follows:

> [T]o such one or more charitable organizations qualified under Section 501(3)(c)(sic) of the Internal Revenue Code of 1986, as amended, as the Trustee, in the Trustee's sole discretion, shall determine".

(See The Florida Bar's Exhibit 1, page 2 of the First Amendment.)

13. Brown died on January 28, 2014.

14. The respondent administered Brown's estate and The Trust.

15. On or about March 6, 2014, respondent represented The Trust in the sale of Brown's home, with the sales proceeds of $538,342.73, disbursed at closing to The Trust.

16. On or about March 7, 2014, respondent caused the proceeds of $538,342.73 to be deposited into the trust account maintained at IberiaBank, Account ending in 9513, which respondent opened on or about the date of the sale of Brown's residence.

17. The respondent opened the IberiaBank account ending in 9513, on or about March 7, 2014, despite the existing account at Wachovia Bank, entitled “Nancy C Brown Rev Trust.”

18. The respondent’s personal bank account was also maintained at IberiaBank.

19. Ciklin Lubitz did their banking primarily at Wachovia Bank and Citibank, at all times material.

20. The respondent was the sole signatory on the IberiaBank Account ending in 9513 for The Trust.

21. A federal tax lien was filed in June of 2012 in the combined amount of $1,006,240.00 against respondent’s former residence located at 132 Cortez Road in West Palm Beach, Florida. That combined lien was finally paid and satisfied in 2021.

22. Multiple tax liens were also levied on properties owned by the respondent in Berrien County, Michigan by March of 2014.

23. From March 7, 2014 through June 4, 2014, in thirteen separate transactions, respondent misappropriated a total of $506,455.30 from Brown’s trust proceeds held in IberiaBank Account ending in 9513.

24. The following dates and amounts of the respondent’s misappropriations are listed below:

03/07/2014 $42,000.00 (payable to Brian O'Connell)

03/27/2014 $40,575.00 (withdrawal for "Berrien County Treasurer")

03/30/2014 $36,000.00 (payable to Brian O'Connell)

04/02/2014 $19,000.00 (payable to Brian O'Connell)

04/14/2014 $250,000.00 (payable to Brian O'Connell)

05/02/2014 $40,000.00 (payable to Brian O'Connell)

05/09/2014 $3,188.50 (withdrawal for "Zazz Events")

05/09/2014 $10,000.00 (payable to Brian O'Connell)

05/19/2014 $40,000.00 (payable to Brian O'Connell)

05/30/2014 $15,000.00 (payable to Brian O'Connell)

06/02/2014 $2,500.00 (payable to Flagler Bank)

06/02/2014 $6,691.80 (payable to Flagler Bank)

06/04/2014 $1,500.00 (phone/in-person transfer)

Total $506,455.30

25. All of the thirteen separate withdrawals made by the respondent from the IberiaBank Trust Account ending in 9513 were for the personal benefit of the respondent and not for the interests of the beneficiaries.

26. Not a single one of the thirteen separate withdrawals from The Trust account was for the interests of the beneficiaries.

27. On or about June 10, 2014, a paralegal with the Ciklin Lubitz Firm questioned the withdrawals from The Trust's Account ending in 9513

with an email to the respondent with the subject line “The Brown Trust Account is down to $30,000” which stated:

> “What is going on with all of these checks and withdrawals?”

28. On or about June 14, 2014, the managing partner of the Ciklin Lubitz Firm and others met with the respondent and confronted him concerning the withdrawals from The Trust’s account at IberiaBank ending in 9513.

29. During the June 14, 2014, meeting the respondent told those present that he had “borrowed” the funds.

30. The respondent did not have any right or basis to “borrow” funds for his own personal benefit and not for the interests of the beneficiaries.

31. But for the intervention of the Ciklin Lubitz’ Firm’s paralegal, the respondent’s misappropriations would have gone undetected.

32. The Ciklin Lubitz Firm hired an attorney who concentrates his practice handling matters concerning ethics. That attorney advised members of the Ciklin Lubitz Firm that if the respondent replaced the misappropriated funds, the firm was not required to report the misconduct to The Florida Bar.

33. The respondent repaid the misappropriated funds, plus interest, over a six-month period. The first payment of $252,294.53 was paid by the respondent on June 19, 2014. The final payment of $265,604.87 was paid by the respondent on December 31, 2014.

34. The fact that respondent eventually paid back the misappropriated funds with interest does not excuse or mitigate the misconduct.

35. After several years, another member of the Ciklin Lubitz Firm filed a bar grievance after learning of the respondent's misappropriations and deceptions.

36. In his November 26, 2019 and July 14, 2020 responses to The Florida Bar, respondent claimed for the first time that his right or authority to "borrow" $506,455.30 from The Trust for his personal benefit and not for the interests of the beneficiaries was permitted under sections 11.1 (A) and (D) of the trust. Those sections are set forth below:

> (A) With regard to both real and personal property, for the purpose of obtaining funds for payment of taxes, claims and the costs of administration of Settlor's estate, if authorized, and for making distributions, conversion into cash, management of the property, and for every other proper purpose, they may acquire, invest, reinvest, exchange, lease, sell, borrow, mortgage, pledge, transfer and convey in such manner an on such terms without limit as to time as they may deem advisable, even for terms

> beyond the expected term of the estate or any trust, and no purchaser or lender shall be liable to see to the propriety of the transaction, nor to the application of the proceeds.
>
> (D) To cause any property, real or personal, belonging to the trust to be held or registered in the Trustee's name or in the name of a nominee or in such other form as the Trustee deems best without disclosing the trust relationship.

37. Section 11.1 of Brown's trust absolutely does not provide the respondent any right or authority to "borrow" funds from The Trust for his personal benefit and not for the interests of the beneficiaries.

38. In his November 26, 2019 and July 14, 2020 responses to The Florida Bar, respondent claimed for the first time that his right or authority to "borrow" $506,455.30 from The Trust for his own personal benefit was also derived from the following Florida Statutes:

> 736.0802(2)(a) Subject to the rights of persons dealing with or assisting the trustee as provided in s. 736.1016, a sale, encumbrance, or other transaction involving the investment or management of trust property entered into by the trustee for the trustee's own personal account or which is otherwise affected by a conflict between the trustee's fiduciary and personal interests is voidable by a beneficiary affected by the transaction unless:
>
> (a) The transaction was authorized by the terms of the trust;
>
> 736.0814(1) Notwithstanding the breadth of discretion granted to a trustee in the terms of the trust, including the use of such terms as "absolute," "sole," or "uncontrolled," the trustee shall exercise a discretionary power in good

faith and in accordance with the terms and purposes of the trust and the interests of the beneficiaries. A court shall not determine that a trustee abused its discretion merely because the court would have exercised the discretion in a different manner or would not have exercised the discretion.

736.0815 General powers of trustee. —

(1) A trustee, without authorization by the court, may, except as limited or restricted by this code, exercise:

(b) Except as limited by the terms of the trust:

1. All powers over the trust property that an unmarried competent owner has over individually owned property.

736.0816(19) Make loans out of trust property, including, but not limited to, loans to a beneficiary on terms and conditions that are fair and reasonable under the circumstances, and the trustee has a lien on future distributions for repayment of those loans.

39. Those statutes do not provide the respondent with any right or authority to "borrow" funds from The Trust for his own personal benefit and not for the interests of the beneficiaries.

COUNT II – THE DECEPTIVE CHARITABLE CONTRIBUTIONS AND INCOME TAX RETURNS

40. The charitable contributions were ultimately paid by respondent as follows:

6/19/14 Cardinal Newman - contribution to art room - $75,000.00

6/19/14 Catholic Charities Elder Affairs Program $175,000.00

12/30/14 Cardinal Newman High School $199,588.03

12/30/14	St. Juliana Catholic School	$40,000.00
12/30/14	University of Florida	$20,000.00
12/30/14	Rosarian Academy	$15,000.00

41. On or about December 30, 2014, the respondent forwarded a $20,000.00 check to the University of Florida as a Law Review pledge on a starter check from the Trust's IberiaBank Account ending in 9313. The check was sent without a cover letter.

42. The respondent's file at the Ciklin Lubitz firm did contain a cover letter, which clearly identified the pledge as being a charitable contribution from the Trust. (**The cover letter and check maintained in the Brown file is attached hereto and incorporated herein as The Florida Bar's Exhibit 2.**)

43. The respondent caused that $20,000.00 check to the University of Florida to be considered as his own personal contribution to the Law Review, as opposed to a contribution from The Trust.

44. After being confronted by The Florida Bar through its investigation, the respondent took action to "change" the name of the benefactor from his own name to the actual contributor – Nancy C. Brown concerning the contribution to the University of Florida.

45. Respondent's conduct of misrepresenting the $20,000.00 bequest to the University of Florida as his own charitable contribution was dishonest, deceitful and a misrepresentation.

46. Consistent with respondent's misrepresentation to the University of Florida as to the true contributor, the respondent additionally took the $20,000.00 bequest by Brown to the University of Florida as a charitable deduction on his own 2014 tax return. (**A copy of the relevant pages of Brian O'Connell's 2014 tax return provided by him to The Florida Bar upon request is attached hereto and incorporated herein as The Florida Bar's Exhibit 3.**)

47. When an individual submits his or her income tax return, he or she does so allege under penalties of perjury that he or she has examined the return and to the best of his or her knowledge and belief, the return and accompanying schedules are true, correct and complete.

48. Respondent's conduct of misrepresenting the $20,000.00 bequest to the University of Florida as his own charitable contribution qualifying as a deduction on his 2014 Federal Income Tax return was not, "true, correct and complete", rather it was clearly dishonest, deceitful and a misrepresentation.

By the conduct set forth above, respondent violated R. Regulating Fla. Bar 3-4.3 [Misconduct and Minor Misconduct. The standards of professional conduct required of members of the bar are not limited to the observance of rules and avoidance of prohibited acts, and the enumeration of certain categories of misconduct as constituting grounds for discipline are not all-inclusive, nor is the failure to specify any particular act of misconduct to be construed as tolerance of the act of misconduct. The commission by a lawyer of any act that is unlawful or contrary to honesty and justice may constitute a cause for discipline whether the act is committed in the course of the lawyer's relations as a lawyer or otherwise, whether committed within Florida or outside the state of Florida, and whether the act is a felony or a misdemeanor.]; 3-4.4 Criminal Misconduct. A determination or judgment by a court of competent jurisdiction that a member of The Florida Bar is guilty of any crime or offense that is a felony under the laws of that court's jurisdiction is cause for automatic suspension from the practice of law in Florida, unless the judgment or order is modified or stayed by the Supreme Court of Florida, as provided in these rules. The Florida Bar may initiate disciplinary action regardless of whether the respondent has been tried, acquitted, or convicted in a court for an alleged criminal misdemeanor or felony offense. The board may, in its discretion,

withhold prosecution of disciplinary proceedings pending the outcome of criminal proceedings against the respondent. If a respondent is acquitted in a criminal proceeding that acquittal is not a bar to disciplinary proceedings. Likewise, the findings, judgment, or decree of any court in civil proceedings is not necessarily binding in disciplinary proceedings.]; 4-8.4(b) [A lawyer shall not commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects.]; 4-8.4(c) [A lawyer shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation, except that it shall not be professional misconduct for a lawyer for a criminal law enforcement agency or regulatory agency to advise others about or to supervise another in an undercover investigation, unless prohibited by law or rule, and it shall not be professional misconduct for a lawyer employed in a capacity other than as a lawyer by a criminal law enforcement agency or regulatory agency to participate in an undercover investigation, unless prohibited by law or rule.] and 5-1.1(b) [Application of Trust Funds or Property to Specific Purpose. Money or other property entrusted to a lawyer for a specific purpose, including advances for fees, costs, and expenses, is held in trust and must be applied only to that purpose. Money and other property of clients coming into the hands of a lawyer are not subject to counterclaim or setoff for attorney's fees, and a

refusal to account for and deliver over the property on demand is conversion.].

WHEREFORE, The Florida Bar prays respondent will be appropriately disciplined in accordance with the provisions of the Rules Regulating The Florida Bar as amended.

Randi Klayman Lazarus, Bar Counsel
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CERTIFICATE OF SERVICE

I certify that this document has been e-filed with The Honorable John A. Tomasino, Clerk of the Supreme Court of Florida, with a copy provided via email to Michael Edward Dutko, at michael@dutkoandkroll.com; and to John R. Howes, Esquire, at johnrhowes@gmail.com; a copy has been furnished by United States Mail via certified mail No. 7020 1810 0000 0813 8537, return receipt requested to Michael Edward Dutko, whose record bar address is Dutko & Kroll, P.A. 600 S. Andrews Avenue, Ste. 500, Fort Lauderdale, FL 33301-2851; and furnished by United States Mail via certified mail No. 7020 1810 0000 0813 8544 to John R. Howes whose record bar address is Howes Law Group, P.A., 633 S. Andrews Avenue, Fort Lauderdale, FL 33301 and via email to Randi Klayman Lazarus, Bar Counsel, rlazarus@floridabar.org and smiles@floridabar.org, on this 24th day of May 2022.

Patricia Ann Toro Savitz
Staff Counsel

NOTICE OF TRIAL COUNSEL AND DESIGNATION OF PRIMARY EMAIL ADDRESS

PLEASE TAKE NOTICE that the trial counsel in this matter is Randi Klayman Lazarus, Bar Counsel, whose address, telephone number and primary email addresses are The Florida Bar, Fort Lauderdale Branch Office, Lake Shore Plaza II, 1300 Concord Terrace, Suite 130, Sunrise, Florida 33323, (954)835-0233 and rlazarus@floridabar.org and smiles@floridabar.org. Respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel and to Staff Counsel, The Florida Bar, 651 E Jefferson Street, Tallahassee, Florida 32399-2300, psavitz@floridabar.org.

MANDATORY ANSWER NOTICE

RULE 3-7.6(h)(2), RULES REGULATING THE FLORIDA BAR, PROVIDES THAT A RESPONDENT SHALL ANSWER A COMPLAINT.

EXHIBIT 6

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

Ted Bernstein, as trustee
of the Shirley Bernstein Trust Agreement
dated May 20, 2008, as amended,

Plaintiff,

vs.

Alexandra Bernstein; Eric Bernstein;
Michael Bernstein; Molly Simon;
Pamela B. Simon, Individually and as Trustee
f/b/o Molly Simon under the Simon L. Bernstein
Trust Dtd 9/13/12; Elliot Bernstein, individually,
as Trustee f/b/o D.B., Ja. B. and Jo. B. under the
Simon L. Bernstein Trust Dtd 9/13/12, and on
behalf of his minor children D.B., Ja. B. and Jo. B.;
Jill Iantoni, Individually, as Trustee f/b/o J.I.
under the Simon L. Bernstein Trust Dtd 9/13/12, and
on behalf of her minor child J.I.; Max Friedstein;
Lisa Friedstein, Individually, as Trustee f/b/o
Max Friedstein and C.F., under the Simon L.
Bernstein Trust Dtd 9/13/12, and on behalf of her
minor child, C.F.,

Defendants.
_____/

PROBATE DIVISION

FILE NO: 502014CP003698XXXXSB

ANSWER AND AFFIRMATIVE DFEENSE

BRIAN M. O'CONNELL, as Successor Personal Representative of the Estate of SIMON L. BERNSTEIN ("Mr. O'Connell" or "Personal Representative"), hereby files his Answer and Affirmative Defense to the Amended Complaint dated October 3, 2014 ("Amended Complaint"), and states as follows:

1. Admit that Ted Bernstein is over the age of 18; without knowledge, therefore, denied as to Ted Bernstein's residency; the Shirley Bernstein Trust Agreement dated May 20,

2008, as amended ("Shirley Trust") speaks for itself, otherwise, without knowledge, therefore denied.

2. Admit.

3. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

4. Without knowledge, therefore, denied.

5. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

6. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

7. Admit.

8. Without knowledge.

9. Admit.

10. Admit.

11. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

12. Admit.

13. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

14. The document referenced in paragraph 14 of the Amended Complaint speaks for itself, otherwise, without knowledge therefore, denied.

15. The document referenced in paragraph 15 of the Amended Complaint speaks for itself, otherwise, without knowledge therefore, denied.

16. Without knowledge, therefore, denied.

17. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

18. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

19. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

20. Without knowledge, therefore, denied.

21. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

22. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

23. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

24. The Will of Simon L. Bernstein dated July 25, 2012 ("Simon's Will") speaks for itself, otherwise, without knowledge.

25. Simon's Will speaks for itself, otherwise, without knowledge as to the authenticity, therefore, denied.

26. Simon's Will speaks for itself, otherwise, without knowledge, therefore, denied.

27. Simon's Will speaks for itself, otherwise, without knowledge, therefore, denied.

28. Simon's Will and the Shirley Trust speak for themselves, otherwise, without knowledge, therefore, denied.

29. Simon's Will and the Shirley Trust speak for themselves, otherwise, without knowledge, therefore, denied.

30. Simon's Will and the Shirley Trust speak for themselves, otherwise, without knowledge, therefore, denied.

31. Simon's Will and the Shirley Trust speak for themselves, otherwise, without knowledge, therefore, denied.

32. The Shirley Trust speaks for itself, without knowledge as to Ted serving as the Successor Personal Representative of Shirley's Estate; otherwise, without knowledge, therefore, denied.

33. Without knowledge, therefore, denied.

34. Without knowledge, therefore, denied.

35. Without knowledge, therefore, denied.

36. Without knowledge, therefore, denied.

37. Without knowledge, therefore, denied.

38. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

39. Admit.

40. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

41. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

42. Without knowledge, therefore, denied.

43. Without knowledge, therefore, denied.

44. Without knowledge, therefore, denied.

45. Without knowledge, therefore, denied.

46. Without knowledge, therefore, denied.

47. The action speaks for itself, otherwise, without knowledge, therefore, denied.

48. Without knowledge, therefore, denied.

49. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

50. Without knowledge, therefore, denied.

51. Without knowledge, therefore, denied.

52. Without knowledge, therefore, denied.

53. The Shirley Trust speaks for itself, otherwise, without knowledge, therefore, denied.

54. Without knowledge, therefore, denied.

55. Without knowledge, therefore, denied.

56. Without knowledge, therefore, denied.

57. Without knowledge, therefore, denied.

58. Without knowledge, therefore, denied.

59. Without knowledge, therefore, denied.

60. Without knowledge, therefore, denied.

61. Without knowledge, therefore, denied.

62. Without knowledge, therefore, denied.

63. Without knowledge, therefore, denied.

64. Without knowledge, therefore, denied.

65. Without knowledge, therefore, denied.

66. Reallege and restate answers as stated above.

67. The action speaks for itself, otherwise, without knowledge, therefore, denied.

68. The action speaks for itself, otherwise, without knowledge, therefore, denied.

69. Without knowledge, therefore, denied.

70. The action speaks for itself, otherwise, without knowledge, therefore, denied.

71. Without knowledge, therefore, denied.

72. Without knowledge, therefore, denied.

73. Without knowledge, therefore, denied.

74. Without knowledge, therefore, denied.

75. Without knowledge, therefore, denied.

76. Without knowledge, therefore, denied.

77. Without knowledge, therefore, denied.

78. Without knowledge, therefore, denied.

79. Reallege and restate answers as stated above.

80. The action speaks for itself, otherwise, without knowledge, therefore, denied.

81. Admit.

82. The assertion and request in paragraph 82 of the Amended Complaint speaks for itself, otherwise, without knowledge, therefore, denied.

83. The documents referenced in paragraph 83 of the Amended Complaint speak for themselves, otherwise, without knowledge, therefore, denied.

84. Admit.

85. The document referenced in paragraph 85 of the Amended Complaint speaks for itself, otherwise, without knowledge, therefore, denied.

86. The documents referenced in paragraph 86 of the Amended Complaint speak for themselves, otherwise, without knowledge, therefore, denied.

87. Admit.

88. Without knowledge, therefore, denied.

AFFIRMATIVE DEFENSE

1. First Affirmative Defense- Lack of Standing- Ted Bernstein lacks the requisite standing as he is not validly serving as Trustee of the Simon Trust, is not a beneficiary of the Simon Trust, and is not representing any minor child that is a beneficiary of the Simon Trust.

WHEREFORE, BRIAN M. O'CONNELL, as Personal Representative of the Estate of SIMON L. BERNSTEIN, hereby files his Answer and Affirmative Defense to the Amended Complaint, and requests attorneys' fees and costs and any other relief deemed just or proper by this Court.

I HEREBY CERTIFY that a true and correct of the foregoing was sent by e-mail service or U.S. Postal Service on the 17 day of February, 2015 to the parties on the attached Service List.

BRIAN M. O'CONNELL
Florida Bar No: 308471
ASHLEY N. CRISPIN
Florida Bar No: 37495
JOIELLE A. FOGLIETTA
Florida Bar No: 94238

Ted Bernstein, etc v Bernstein, et al
FILE NO: 502014CP003698XXXXSB
_____/

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Eliot Bernstein and Joshua, Jacob and Daniel Bernstein, Minors c/o Eliot and Candice Bernstein, Parents and Natural Guardians 2753 N.W. 34th St. Boca Raton, FL 33434 iviewit@iviewit.tv	Pamela Beth Simon 950 N. Michigan Ave., Apt. 2603 Chicago, IL 60611 psimon@stpcorp.com	Lisa Friedstein and Carley Friedstein, Minor c/o Jeffrey and Lisa Friedstein Parent and Natural Guardian 2142 Churchill Lane Highland Park, IL 60035 Lisa@friedsteins.com Lisa.friedstein@gmail.com Beneficiary
Jill Iantoni and Julia Iantoni, a Minor c/o Guy and Jill Iantoni, her Parents & Natural Guardians 2101 Magnolia Lane Highland Park, IL 60035 jilliantoni@gmail.com	Max Friedstein 2142 Churchill Lane Highland Park, IL 60035	

Exhibit 7

Filing # 150255499 E-Filed 05/25/2022 09:28:38 AM

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL DIVISION DIV: "AF"
CASE NO.: 2018CA002317AXX

WALTER E. SAHM, and
PATRICIA SAHM,

Plaintiffs,

vs.

BERNSTEIN FAMILY REALTY, LLC, *et. al.*,

Defendants.
_____/

OMNIBUS ORDER DENYING MOTIONS FOR REHEARING

THIS CAUSE came before the Court on the following Motions: (1) Defendant, Eliot Bernstein's *Pro Se* Motion for Rehearing to Vacate Final Judgment of Foreclosure (DE #90, 98), filed January 5, 2022 and January 6, 2022, respectively; (2) Defendants Joshua Bernstein, Jacob Bernstein, and Daniel Bernstein's Motion for Rehearing to Vacate Final Judgment of Foreclosure (DE ##91, 92), filed January 5, 2022; (3) Defendant, Candice Bernstein's *Pro Se* Motion for Rehearing to Vacate Final Judgment of Foreclosure (DE #93), filed January 5, 2022. The Court, having reviewed the Defendants' various Motions, the Plaintiffs' Response in Opposition (DE #119), filed February 10, 2022, Defendants Joshua Bernstein, Jacob Bernstein, and Daniel Bernstein's Amended Reply thereto (DE #123), filed February 17, 2022, having reviewed the court file and record, including the Final Judgment of Foreclosure (DE #88), entered December 23, 2021, and the bases therefore, and after being otherwise duly advised in the premises, it is hereby

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FILED: PALM BEACH COUNTY, FL, JOSEPH ABRUZZO, CLERK, 05/25/2022 09:28:38 AM

ORDERED and ADJUDGED that Defendants Eliot Bernstein, Candice Bernstein, Joshua Bernstein, Jacob Bernstein, and Daniel Bernstein's Motions for Rehearing to Vacate Final Judgment of Foreclosure are all **DENIED.**

DONE and ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this 24 day of May, 2022.

JOHN S. KASTRENAKES
Circuit Judge

COPIES PROVIDED:

All counsel of Record

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