

**IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA,
FOURTH DISTRICT**

DCA NO.4D2025-0994

L.T. NO.50-2018-CA-002317-XXXX-MB

INGER GARCIA, ESQ.,
Appellant(s),

VS.

WALTER E. SAHM, et al.,
Appellee(s).

CONFIDENTIAL

RECORD ON APPEAL

APPEAL FROM THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FL (CIRCUIT CIVIL DIVISION)

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

**Record on Appeal Index
Wednesday, May 14, 2025**

Case #: 502018CA002317XXXXMB

Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC

Date	Instrument	Pages
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09/26/23	CONFIDENTIAL - MOTION: TO SUBSTITUTE PARTY-	0016-0028
03/27/24	CONFIDENTIAL - NOTICE OF FILING: NOTICE OF	0029-0066
08/07/24	CONFIDENTIAL - NOTICE OF FILING: DOCUMENTS	0067-0156
05/14/25	CERTIFICATE	0856-0856

**IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
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**Case #: 502018CA002317XXXXMB
Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

Party	Description	Pages
PLAINTIFF	1 PETITION FOR APPOINTMENT OF PLENARY GUAR	0157-0160
PLAINTIFF	COMP 2 REPORTS OF COMMITTEE MEMBERS	0161-0177
PLAINTIFF	3 ORDER DETERMINING LIMITED INCAPACITY	0178-0180
PLAINTIFF	4 NOTICE OF WITHDRAWAL OF OBJECTION TO EXA	0181-0182
DEFENSE	COMP 1 POA REVOCATIONS (A&B)	0183-0187
DEFENSE	2 STATEMENT OF PATRICIA A. SAHM	0188-0197
DEFENSE	3 STIPULATION FOR SUBSTITUTION OF COUNSEL	0198-0199
DEFENSE	4 RESPONSE TO JOANNA E. SAHM'S PETITION FO	0200-0202
DEFENSE	5 COPY OF LETTER FROM MOTHER	0203-0204
DEFENSE	6 SETTLEMENT AGREEMENT	0205-0213
PLAINTIFF	5 EMAIL FROM MRS. GARCIA RE: SETTLEMENT AG	0214-0227
PLAINTIFF	6 ORDER GRANTING IN REM RELIEF FROM AUTOMA	0228-0232
PLAINTIFF	7 REQUEST FOR JUDICIAL NOTICE	0233-0235
PLAINTIFF	8 OBJECTION TO EXAMINING COMMITTEE MEMBER	0236-0238
PLAINTIFF	9 NOTICE OF APPEARANCE & JOINDER	0239-0241
PLAINTIFF	10 CERTIFIED COPY OF ORDER APPOINTING LIMI	0242-0245
PLAINTIFF	11 ORDER GRANTING FINAL INJUNCTION	0246-0260
PLAINTIFF	12 SIGNED SETTLEMENT AGREEMENT	0261-0270
PLAINTIFF	13 SUNBIZ (DETAIL BY ENTITY NAME)	0271-0274
PLAINTIFF	14 EMAILS RE: BANKRUPTCY HEARING TESTIMONY	0275-0290
DEFENSE	7 DEATH CERTIFICATE OF WALTER SAHM	0291-0292
DEFENSE	8 FINAL JUDGEMENT OF FORECLOSURE	0293-0298
DEFENSE	9 CONSOLIDATED RESPONSE & MOTION	0299-0313
DEFENSE	10 RETAINER EMAIL	0314-0319
DEFENSE	11 EMAIL	0320-0321
DEFENSE	12 EMAILS	0322-0324
DEFENSE	13 LETTER RE: RETENTION OF SHRAIBERG PAGE,	0325-0333
DEFENSE	14 REPORT OF EXAMINING COMMITTEE	0334-0338
DEFENSE	COMP 15 COPY OF PROMISSORY NOTE & COPY OF	0339-0347
DEFENSE	16 AFFIDAVIT OF AMOUNTS DUE & OWING	0348-0351
DEFENSE	17 SUNBIZ (DETAIL BY ENTITY NAME)	0352-0355
DEFENSE	18 SUGGESTION OF BANKRUPTCY	0356-0360
DEFENSE	19 NOTICE OF APPEARANCE FOR PATRICIA ANNE	0361-0363
DEFENSE	20 NOTICE OF APPEARANCE OF COUNSEL & DESIG	0364-0365
DEFENSE	21 STIPULATION FOR SUBSTITUTION OF COUNSEL	0366-0367
DEFENSE	22 COPY OF RECORD 2ND MORTGAGE	0368-0373

**IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
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DEFENSE	23	LETTER FROM KITROSER LEWIS & MIGHDOLL	0374-0375
DEFENSE	24	STATEMENT REGARDING CREDITORS WITH WRIT	0376-0378
DEFENSE	25	STIPULATION FOR SUSTITUTION OF COUNSEL	0379-0382
DEFENSE	26	ATTORNEY CONSULTATION & FEE CONTRACT	0383-0386
DEFENSE	27	DEPOSITION OF ELIOT BERNSTEIN	0387-0500
DEFENSE	28	MULTIPLE DEPOSITIONS	0501-0855

Case #: 502018CA002317XXXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
1	2/23/2018		CIVIL COVER SHEET
2	2/23/2018		COMPLAINT
4	2/23/2018		PAID <AMOUNT> ON RECEIPT <NUMBER>
3	2/27/2018		DIVISION ASSIGNMENT
5	2/27/2018		SUMMONS ISSUED
6	2/27/2018		PAID <AMOUNT> ON RECEIPT <NUMBER>
7	3/2/2018		SERVICE RETURNED (NUMBERED)
8	3/7/2018		COMPLAINT
9	3/9/2018		COMPLAINT
10	7/30/2018		MOTION TO STRIKE
11	9/13/2018		ORDER
12	9/18/2018		COMPLAINT
13	9/18/2018		SUMMONS ISSUED
14	9/18/2018		SUMMONS ISSUED
15	9/20/2018		PAID <AMOUNT> ON RECEIPT <NUMBER>
16	9/24/2018		SERVICE RETURNED (NUMBERED)
17	10/9/2018		SERVICE RETURNED (NUMBERED)
18	10/10/2018		ANSWER
19	10/10/2018		NOTICE OF FILING
20	6/18/2019		MOTION
21	7/29/2019		AGREED ORDER
22	8/1/2019		SUMMONS ISSUED
23	8/1/2019		SUMMONS ISSUED
24	8/1/2019		SUMMONS ISSUED
25	8/1/2019		SUMMONS ISSUED
28	8/1/2019		SUMMONS ISSUED
29	8/1/2019		SUMMONS ISSUED
30	8/1/2019		SUMMONS ISSUED
26	8/2/2019		SUMMONS ISSUED
27	8/2/2019		PAID <AMOUNT> ON RECEIPT <NUMBER>
31	8/2/2019		PAID <AMOUNT> ON RECEIPT <NUMBER>
32	8/16/2019		SERVICE RETURNED (NUMBERED)
33	8/16/2019		SERVICE RETURNED (NUMBERED)
34	8/16/2019		SERVICE RETURNED (NUMBERED)
35	8/16/2019		SERVICE RETURN- NOT SERVED

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Case #: 502018CA002317XXXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
36	8/19/2019		MOTION FOR EXTENSION OF TIME
37	8/27/2019		NOTICE OF EMAIL DESIGNATION
38	9/17/2019		MOTION FOR EXTENSION OF TIME
39	10/16/2019		MOTION FOR EXTENSION OF TIME
40	11/25/2019		MOTION FOR DEFAULT
41	11/25/2019		AFFIDAVIT
42	2/14/2020		MOTION FOR DEFAULT
43	2/20/2020		NOTICE OF HEARING
44	3/2/2020		OBJECTION
45	3/3/2020		LIS PENDENS
46	3/4/2020		PAID <AMOUNT> ON RECEIPT <NUMBER>
47	3/4/2020		EMERGENCY MOTION
48	3/4/2020		E-FILED DUPLICATE FILING
49	3/4/2020		EMERGENCY MOTION
53	3/4/2020		NOTICE
54	3/4/2020		ANSWER
52	3/5/2020		ORDER DENYING
55	3/9/2020		NOTICE OF INTENT
56	3/9/2020		ORDER OF DEFAULT
57	3/9/2020		ORDER OF DEFAULT
58	3/9/2020		ORDER OF DEFAULT
59	3/17/2020		SUBPOENA RETURNED / SERVED
60	3/20/2020		EMERGENCY MOTION
61	3/22/2020		E-FILED DUPLICATE FILING
62	3/24/2020		ORDER
63	4/9/2020		AMENDED NOTICE TAKING DEPO
64	4/25/2020		MOTION FOR EXTENSION OF TIME
65	4/27/2020		MOTION FOR EXTENSION OF TIME
66	5/11/2020		MOTION FOR EXTENSION OF TIME
67	5/12/2020		AMENDED NOTICE TAKING DEPO
68	5/19/2020		MOTION
69	5/19/2020		NOTICE OF HEARING
70	5/20/2020		NOTICE OF HEARING
71	5/22/2020		NOTICE OF HEARING
72	5/26/2020		PAID <AMOUNT> ON RECEIPT <NUMBER>

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#	Effective Date	Count	Description
73	5/26/2020		LIS PENDENS
74	5/26/2020		NOTICE OF FILING
75	5/26/2020		NOTICE OF FILING
76	5/26/2020		MOTION
77	5/26/2020		LIS PENDENS
78	5/28/2020		NOTICE OF CANCELLATION
79	6/1/2020		ORDER
80	6/4/2020		MOTION FOR DEFAULT
81	6/8/2020		CLERK'S DEFAULT
82	10/12/2020		NOTICE OF APPEARANCE CIVIL
83	10/12/2020		MOTION
84	6/2/2021		NOTICE OF APPEARANCE CIVIL
85	8/5/2021		MOTION FOR SUMMARY JUDGMENT
86	8/19/2021		NOTICE OF HEARING
87	11/8/2021		MOTION
88	12/23/2021		FINAL JUDGMENT FORECLOSURE
89	12/23/2021		DISPOSED BY JUDGE
90	1/5/2022		MOTION
91	1/5/2022		MOTION FOR REHEARING CIVIL
92	1/5/2022		MOTION FOR REHEARING CIVIL
93	1/6/2022		MOTION FOR REHEARING CIVIL
94	1/6/2022		EXHIBIT
95	1/6/2022		EXHIBIT
96	1/6/2022		EXHIBIT
97	1/6/2022		EXHIBIT
98	1/6/2022		MOTION FOR REHEARING CIVIL
99	1/6/2022		EXHIBIT
100	1/6/2022		EXHIBIT
101	1/6/2022		EXHIBIT
102	1/6/2022		EXHIBIT
103	1/11/2022		ORDER
104	1/12/2022		ORDER
105	1/14/2022		ORDER
115	1/21/2022		MOTION FOR EXTENSION OF TIME
106	1/24/2022		NOTICE OF APPEAL CIVIL

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Case #: 502018CA002317XXXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
108	1/24/2022		NOTICE OF APPEAL CIVIL
109	1/24/2022		APPLICANT FOUND INDIGENT
107	1/25/2022		PAID <AMOUNT> ON RECEIPT <NUMBER>
110	1/25/2022		AUTOMATIC RECEIPT APPELLATE FILING
111	1/25/2022		AUTOMATIC RECEIPT APPELLATE FILING
112	1/25/2022		ACKNOWLEDGMENT OF NEW CASE
113	1/25/2022		ACKNOWLEDGMENT OF NEW CASE
114	1/25/2022		TRUE COPY
116	1/26/2022		TRUE COPY
117	1/26/2022		TRUE COPY
118	1/28/2022		MOTION FOR EXTENSION OF TIME
119	2/10/2022		RESPONSE TO:
120	2/10/2022		E-FILED DUPLICATE FILING
121	2/10/2022		MOTION FOR ORDER
122	2/14/2022		RESPONSE TO:
123	2/17/2022		RESPONSE TO:
124	2/23/2022		TRUE COPY
127	3/2/2022		NOTICE
126	3/3/2022		TRUE COPY
128	3/4/2022		NOTICE
129	3/4/2022		EXHIBIT
130	3/4/2022		EXHIBIT
131	3/4/2022		EXHIBIT
132	3/4/2022		EXHIBIT
133	3/4/2022		EXHIBIT
134	3/4/2022		NOTICE
125	3/7/2022		TRUE COPY
135	3/30/2022		EXHIBIT
136	3/30/2022		EXHIBIT
137	3/30/2022		EXHIBIT
138	3/30/2022		EXHIBIT
139	3/30/2022		EXHIBIT
140	3/30/2022		AFFIDAVIT
141	3/30/2022		EXHIBIT
142	3/30/2022		EXHIBIT

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Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC

#	Effective Date	Count	Description
143	3/30/2022		EXHIBIT
144	3/30/2022		EXHIBIT
145	4/2/2022		NOTICE
146	4/2/2022		EXHIBIT
147	4/2/2022		EXHIBIT
148	4/2/2022		EXHIBIT
149	4/4/2022		MOTION
150	4/4/2022		EXHIBIT
151	4/4/2022		EXHIBIT
152	4/4/2022		EXHIBIT
153	4/4/2022		EXHIBIT
154	4/4/2022		EXHIBIT
155	4/4/2022		NOTICE
156	4/6/2022		SUGGESTION
157	4/6/2022		EXHIBIT
158	4/7/2022		NOTICE OF SALE
159	4/8/2022		PAID <AMOUNT> ON RECEIPT <NUMBER>
160	4/8/2022		NOTICE OF APPEARANCE CIVIL
167	4/14/2022		PROOF OF PUBLICATION
161	4/17/2022		EMERGENCY MOTION
162	4/17/2022		EXHIBIT
163	4/17/2022		EMERGENCY MOTION
164	4/17/2022		EXHIBIT
165	4/18/2022		EMERGENCY MOTION
166	4/18/2022		EMERGENCY MOTION
168	4/19/2022		SUGGESTION OF BANKRUPTCY
169	4/19/2022		SUGGESTION OF BANKRUPTCY
170	4/19/2022		TRUE COPY
171	4/19/2022		SUGGESTION OF BANKRUPTCY
174	5/23/2022		TRUE COPY
172	5/25/2022		ORDER
173	5/25/2022		TRUE COPY
175	6/22/2022		TRUE COPY
176	6/29/2022		TRUE COPY
177	6/29/2022		TRUE COPY

Case #: 502018CA002317XXXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
178	7/18/2022		TRUE COPY
179	7/21/2022		INDEX TO RECORD ON APPEAL
180	7/21/2022		INVOICE
181	7/29/2022		INVOICE
182	8/2/2022		TRUE COPY
183	8/16/2022		COPY
184	8/16/2022		AUTOMATIC RECEIPT APPELLATE FILING
185	8/16/2022		AUTOMATIC RECEIPT APPELLATE FILING
186	8/17/2022		MOTION
195	8/17/2022		ORDER LIFTING STAY BANKRUPTCY
187	9/14/2022		NOTICE OF HEARING
188	9/14/2022		NOTICE OF HEARING
189	9/14/2022		TRUE COPY
190	9/19/2022		RE-NOTICE OF HEARING
191	9/30/2022		RE-NOTICE OF HEARING
192	10/4/2022		PAID <AMOUNT> ON RECEIPT <NUMBER>
193	10/4/2022		AUTOMATIC RECEIPT APPELLATE FILING
194	10/27/2022		TRUE COPY
196	1/2/2023		MOTION
197	1/2/2023		CERTIFICATE
198	1/2/2023		NOTICE OF APPEARANCE CIVIL
199	1/6/2023		ORDER RESETTING SALE DATE
200	3/8/2023		NOTICE OF SALE
201	3/9/2023		PAID <AMOUNT> ON RECEIPT <NUMBER>
202	3/27/2023		PROOF OF PUBLICATION
203	4/3/2023		SUGGESTION OF BANKRUPTCY
204	4/3/2023		SUGGESTION OF BANKRUPTCY
205	4/18/2023		NOTICE OF FILING
206	4/18/2023		REQUEST
207	5/22/2023		NOTICE OF APPEARANCE CIVIL
208	5/24/2023		MOTION
209	6/6/2023		NOTICE OF APPEARANCE CIVIL
210	6/7/2023		NOTICE OF APPEARANCE CIVIL
211	9/11/2023		ORDER OF RECUSAL/REASSIGNMENT
212	9/16/2023		DIVISION ASSIGNMENT

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Case #: 502018CA002317XXXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
216	9/18/2023		NOTICE OF REASSIGNMENT CIVIL
217	9/26/2023		MOTION
218	9/26/2023		NOTICE OF CONFIDENTIAL FILING
219	10/30/2023		NOTICE OF HEARING
220	11/21/2023		EMERGENCY MOTION
221	11/21/2023		NOTICE OF FILING
222	11/29/2023		ORDER
223	12/1/2023		NOTICE OF SERVICE
224	2/25/2024		MOTION
225	2/28/2024		MOTION
226	3/27/2024		MOTION TO STRIKE
227	3/27/2024		NOTICE OF CONFIDENTIAL FILING
228	3/27/2024		NOTICE OF FILING
229	3/29/2024		NOTICE
230	3/29/2024		EXHIBIT
231	3/29/2024		EXHIBIT
232	3/29/2024		EXHIBIT
233	3/29/2024		EXHIBIT
234	3/29/2024		EXHIBIT
235	4/11/2024		NOTICE OF TAKING DEPOSITION
236	4/11/2024		NOTICE OF TAKING DEPOSITION
237	5/8/2024		MOTION FOR PROTECTIVE ORDER
238	5/28/2024		ORDER SETTING HEARING
239	5/31/2024		MOTION TO COMPEL
240	6/12/2024		NOTICE OF HEARING
241	7/22/2024		MOTION
242	7/23/2024		NOTICE OF HEARING
243	7/29/2024		ORDER
244	8/7/2024		RESPONSE TO:
245	8/7/2024		MEMORANDUM OF LAW
246	8/7/2024		NOTICE OF CONFIDENTIAL FILING
247	8/7/2024		NOTICE OF FILING
248	8/9/2024		EMERGENCY MOTION
302	8/12/2024		CLERK'S NOTE
305	8/12/2024		CLERK'S NOTE

Case #: 502018CA002317XXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
249	8/13/2024		MOTION TO COMPEL
250	8/18/2024		OBJECTION
251	8/26/2024		ORDER
252	8/29/2024		NOTICE OF HEARING
253	8/29/2024		SUBPOENA RETURNED / SERVED
254	8/30/2024		REQUEST TO PRODUCE
255	9/3/2024		NOTICE OF TAKING DEPOSITION
256	9/3/2024		NOTICE OF TAKING DEPOSITION
257	9/11/2024		NOTICE OF TAKING DEPOSITION
258	9/11/2024		NOTICE
259	9/13/2024		MOTION FOR EXTENSION OF TIME
260	9/13/2024		MOTION
261	9/20/2024		ORDER
262	9/20/2024		NOTICE
263	9/20/2024		NOTICE OF FILING
264	9/20/2024		EXHIBIT
265	9/20/2024		EXHIBIT
266	9/20/2024		EXHIBIT
267	9/20/2024		EXHIBIT
268	9/20/2024		EXHIBIT
269	9/20/2024		EXHIBIT
270	9/20/2024		EXHIBIT
271	9/20/2024		EXHIBIT
272	9/20/2024		EXHIBIT
273	9/20/2024		EXHIBIT
274	9/20/2024		EXHIBIT
275	9/24/2024		NOTICE OF FILING
276	9/25/2024		NOTICE OF APPEARANCE CIVIL
277	9/27/2024		NOTICE OF TAKING DEPOSITION
278	9/30/2024		MOTION FOR PROTECTIVE ORDER
279	9/30/2024		MOTION
281	10/1/2024		MOTION FOR ORDER
280	10/2/2024		MOTION TO RECUSE
283	10/2/2024		ORDER DENYING
285	10/3/2024		TRANSCRIPT

Case #: 502018CA002317XXXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
287	10/3/2024		RE-NOTICE OF TAKING DEPOSITION
282	10/4/2024		EMERGENCY MOTION
291	10/4/2024		ORDER
292	10/4/2024		ORDER SETTING HEARING
284	10/7/2024		ORDER GRANTING
286	10/7/2024		ORDER DENYING
288	10/7/2024		MOTION FOR CONTINUANCE CIVIL
289	10/7/2024		MOTION FOR CONTINUANCE CIVIL
290	10/7/2024		ORDER GRANTING
293	10/7/2024		MOTION
294	10/15/2024		MOTION FOR PROTECTIVE ORDER
295	10/15/2024		MOTION
296	10/18/2024		AGREED ORDER
297	10/22/2024		MOTION TO RECUSE
298	10/23/2024		ORDER DENYING
299	11/25/2024		RE-NOTICE OF TAKING DEPOSITION
300	12/2/2024		SUBPOENA RETURNED / SERVED
301	12/16/2024		NOTICE OF UNAVAILABILITY
303	12/18/2024		MOTION TO COMPEL
304	12/19/2024		EXHIBIT LIST
306	1/17/2025		ORDER LIFTING STAY BANKRUPTCY
308	1/23/2025		ORDER SETTING HEARING
309	1/28/2025		EXHIBIT CHECK OUT RECEIPT
318	1/28/2025		CLERK'S NOTE
310	2/13/2025		MEMORANDUM
311	2/13/2025		NOTICE OF FILING
312	2/13/2025		NOTICE OF FILING
313	2/14/2025		RETURNED MAIL
314	3/6/2025		ORDER GRANTING
315	3/7/2025		ORDER RESETTING SALE DATE
316	3/7/2025		ORDER
317	3/10/2025		EXHIBIT CHECK IN RECEIPT
319	3/11/2025		NOTICE OF SALE
320	3/12/2025		PAID <AMOUNT> ON RECEIPT <NUMBER>
321	3/12/2025		ORDER

Case #: 502018CA002317XXXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
322	3/12/2025		NOTICE
326	3/13/2025		EXHIBIT LIST
323	3/17/2025		EMERGENCY MOTION
324	3/18/2025		ORDER GRANTING WITHDRAW
325	3/18/2025		INACTIVE ATTORNEY
327	3/18/2025		MOTION
328	3/19/2025		NOTICE OF HEARING
330	3/21/2025		EMERGENCY MOTION
331	3/22/2025		MOTION FOR REHEARING CIVIL
329	3/24/2025		ORDER
332	3/25/2025		ORDER DENYING
333	3/25/2025		REVISED RECEIPT <NUMBER>
334	3/25/2025		PAID <AMOUNT> ON RECEIPT <NUMBER>
337	3/25/2025		CORRESPONDENCE REQUEST FOR FEES
338	3/26/2025		EMERGENCY MOTION
339	3/26/2025		ORDER
341	3/27/2025		ORDER GRANTING
342	3/27/2025		ORDER GRANTING
340	3/28/2025		EMERGENCY MOTION
343	3/28/2025		ORDER TO SHOW CAUSE
344	3/31/2025		AFFIDAVIT AS TO COSTS
345	4/3/2025		PAID <AMOUNT> ON RECEIPT <NUMBER>
346	4/4/2025		EMERGENCY MOTION
347	4/4/2025		ORDER
348	4/4/2025		DO NOT DOCKET ON THIS CASE
349	4/7/2025		NOTICE OF APPEAL CIVIL
351	4/7/2025		NOTICE OF APPEAL CIVIL
372	4/7/2025		NOTICE OF APPEAL CIVIL
350	4/8/2025		PAID <AMOUNT> ON RECEIPT <NUMBER>
352	4/8/2025		PAID <AMOUNT> ON RECEIPT <NUMBER>
353	4/9/2025		AUTOMATIC RECEIPT APPELLATE FILING
354	4/9/2025		ACKNOWLEDGMENT OF NEW CASE
355	4/9/2025		AUTOMATIC RECEIPT APPELLATE FILING
356	4/9/2025		ACKNOWLEDGMENT OF NEW CASE
357	4/9/2025		EMERGENCY MOTION

Case #: 502018CA002317XXXXMB**Case Description: SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC**

#	Effective Date	Count	Description
358	4/10/2025		ORDER DENYING
359	4/10/2025		EMERGENCY MOTION
360	4/10/2025		ORDER DENYING
361	4/10/2025		NOTICE OF APPEAL CIVIL
363	4/10/2025		PROOF OF PUBLICATION
362	4/11/2025		PAID <AMOUNT> ON RECEIPT <NUMBER>
364	4/11/2025		ORDER DENYING
370	4/13/2025		DECLARATION
371	4/13/2025		EXHIBIT
365	4/14/2025		SUGGESTION OF BANKRUPTCY
366	4/14/2025		FORECLOSURE PROCESS SALE
367	4/14/2025		TRUE COPY
368	4/14/2025		AUTOMATIC RECEIPT APPELLATE FILING
369	4/14/2025		ACKNOWLEDGMENT OF NEW CASE
373	4/15/2025		PAID <AMOUNT> ON RECEIPT <NUMBER>
374	4/15/2025		AUTOMATIC RECEIPT APPELLATE FILING
375	4/17/2025		TRUE COPY
376	4/17/2025		TRUE COPY
377	4/17/2025		TRUE COPY
378	4/22/2025		TRUE COPY
379	4/23/2025		TRUE COPY
380	4/23/2025		TRUE COPY
381	4/29/2025		AMENDED NOTICE OF APPEAL
382	4/29/2025		AUTOMATIC RECEIPT APPELLATE FILING
383	5/6/2025		MOTION FOR EXTENSION OF TIME
384	5/8/2025		ORDER GRANTING
385	5/9/2025		EXHIBIT CHECK OUT RECEIPT

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

CASE NO.: 2018-CA-002317

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

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

Defendants.

/

MOTION TO SUBSTITUTE PARTY-PLAINTIFF

COME NOW, CHARLES REVARD, as Guardian for the Ward, PATRICIA A. SAHM, by and through undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.260, hereby files this Motion to Substitute Party-Plaintiff, and in support therefore states as follows:

1. The subject lawsuit is an action for damages related to collections of a judgment against the Defendants.

2. WALTER E. SAHM passed away on January 5, 2021, leaving PATRICIA SAHM as his surviving spouse.
3. On June 27, 2023, Plaintiff, PATRICIA SAHM was deemed incapacitated, and CHARLES REVARD, was appointed as her Guardian. See **Exhibit A**.
4. On September 12, 2023, Guardian, CHARLES REVARD, was authorized to execute any and all documents necessary or appropriate for the substitution of the Guardian as Plaintiff in such proceedings and to proceed with the prosecution of the case. See attached **Exhibit B**.
5. On September 12, 2023, Guardian, CHARLES REVARD, was also authorized to execute any and all documents necessary or appropriate to retain counsel as set forth herein to proceed with the prosecution of the case. See attached **Exhibit C**.
6. If a party is incapacitated and the claim is not thereby extinguished, the court may order the substitution of the proper parties. The motion for substitution may be made by any party or by the successors or representatives of the deceased party and, together with the notice of hearing, shall be served on all parties as provided in Florida Rule of Civil Procedure 1.080 and upon persons not parties in the manner provided for the service of a summons. See Fla. R. Civ. P. 1.260(a)(1).
7. If any party becomes incompetent, the court, upon motion filed and served as provided in subdivision (a) of this rule, may allow the action to be continued by or against that person's representative. See Fla. R. Civ. P. 1.260(b).
8. CHARLES REVARD, as Guardian of the Ward, requests to be substituted for Plaintiff, PATRICIA SAHM.

WHEREFORE, for the foregoing reasons, CHARLES REVARD, as Guardian for Ward PATRICIA A. SAHM, incapacitated, respectfully request this Honorable Court grant the within motion, enter an Order substituting Party-Plaintiffs, and for such further relief as this Court deems just and proper.

Respectfully Submitted,

SWEETAPPLE, BROEKER & VARKAS, P.L.
4800 North Federal Highway, Suite D306
Boca Raton, Florida 33431
E-Mail: pleadings@sweetapplelaw.com

By: /s Cynthia J. Miller
ROBERT A. SWEETAPPLE
Florida Bar No. 0296988
CYNTHIA J. MILLER
Florida Bar No. 1007692

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the e-filing portal to all counsel of record this 26th day of September 2023.

By: /s Cynthia J. Miller
CYNTHIA J. MILLER
Florida Bar No. 1007692

Exhibit A

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

IN RE:

File No. 502023GA000245XXXXMB

PATRICIA A. SAHM,
an alleged incapacitated person.

ORDER APPOINTING LIMITED GUARDIAN OF PERSON AND PROPERTY

On the Petition of for the Appointment of a Guardian of the person and property of Patricia A. Sahn ("Ward"), the Court makes the following findings:

1. The Ward was adjudicated to be incapacitated by Order of this Court entered on June ___, 2023, and the Court, having considered alternatives to guardianship, found that no alternatives to guardianship sufficiently address the needs of the Ward, and that the restrictions imposed upon the Ward's rights and liberties are consistent with the Ward's welfare and safety, and are the least restrictive appropriate alternatives, reserving to the Ward the right to make decisions in all matters commensurate with the Ward's ability to do so.

2. The Order Determining Limited Incapacity established the incapacity of the Ward to exercise the following delegable rights:

- () to determine his or her residence,
- (X) to consent to medical and mental health treatment,
- () to make decisions about his or her social environment or other social aspects of his or her life,
- (X) to contract,
- (X) to sue and defend lawsuits,
- (X) to personally apply for government benefits,
- (X) to manage property or to make any gift or disposition of property.

3. The nature of the guardianship is limited and it is necessary to appoint a limited guardian of the person and property of the Ward.

4. The Court finds no evidence that the Ward, prior to incapacity, executed any valid advance directive pursuant to Florida Statutes Chapter 765.

4895-5614-2699 v.2 067891/00001

FILED: PALM BEACH COUNTY, FL, JOSEPH ABRUZZO, CLERK, 06/27/2023 10:26:17 AM

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORD OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED IN THE OFFICE OF THE PALM BEACH COUNTY CLERK OF THE CIRCUIT COURT & COMPTROLLER. THIS DOCUMENT MAY HAVE REDACTIONS AS REQUIRED BY LAW.

VISIT <https://app.epp.mypalmbeachclerk.com/Services/VerifyService?help/verifyImage.html> TO VALIDATE THIS DOCUMENT



Digitally signed by The Honorable Joseph Abruzzo
Date: 2023.07.18 15:19:28 -04:00
Clerk of the Circuit Court & Comptroller, Palm Beach Coun
Location: 205 N. Dixie Highway, West Palm Beach, FL 334

000020

Unique Code : CAA-FBH-BCAJJ-CAFJEHACH-GHHAGA-I Page 1 of 3

The Court having jurisdiction and being fully advised, it is

ADJUDGED as follows:

1. Charles Revard is qualified to serve and is hereby appointed limited guardian of the person and property of Patricia A. Sahm ("Ward").

2. The following rights of the Ward are delegated to the guardian appointed by this Order:

(X) to contract,

(X) to sue and defend lawsuits,

(X) to apply for government benefits,

(X) to manage the property of the Ward,

() to determine the Ward's residence,

(X) to consent to medical and mental health treatment,

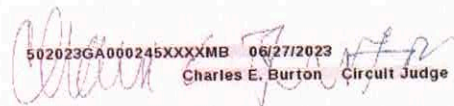
() to make decisions about the Ward's social environment or other social aspects of the Ward's life.

Note: If the right of the Ward to contract has been delegated to the guardian but the right to marry is retained, then the right to marry is subject to court approval.

3. Upon taking the prescribed oath, filing a designation of resident agent and acceptance, and posting a bond in the amount of \$____ payable to the Governor of the State of Florida and to all successors in office, conditioned on the faithful performance of all duties by the guardian, letters of guardianship shall be issued.

4. The Ward retains the rights specified in Florida Statutes Section 744.3215(1) and the right to make decisions in all matters commensurate with Ward's abilities.

DONE and ORDERED in Delray Beach, Palm Beach County, Florida.


502023GA000245XXXMB 06/27/2023
Charles E. Burton Circuit Judge

502023GA000245XXXMB 06/27/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Amber Patwell, Esq., apatwell@wblaws.com, Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701

Eileen T. O'Malley, Esq., eileen.omalley@nelsonmullins.com, Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401

Inger Garcia, Esq., attorney@ingergarcia.com, 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470

Kevin R. Hall, kh.itconsultingslesoffices@gmail.com, P.O. Box 756, Kinderhook, NY 12106

Exhibit B

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

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM

File No.
502023GA000245XXXXMB
Division: IZ


An Incapacitated Person

**ORDER GRANTING PETITION FOR AUTHORITY TO PROSECUTE WARD'S
INTEREST IN A FORECLOSURE OF MORTGAGE ACTION**

THIS CAUSE having come before the Court upon the Guardian's *Petition for Authority to Prosecute Ward's Interest in a Foreclosure of Mortgage Action*, and the Court having heard argument and objections of counsel and being otherwise fully advised in the premises, it is thereupon

ORDERED AND ADJUDGED that the *Petition* be and the same is hereby GRANTED over the objections raised by Inger Garcia, Esq., counsel for Patricia A. Sahm, Jr. and by Amber Patwell, Esq. Charles Revard, as limited guardian of the person and property of the Ward, Patricia A. Sahm, Sr., is authorized to substitute into and prosecute the Ward's interest in the following foreclosure proceedings: *Walter E. Sahm and Patricia Sahm v. Bernstein Family Realty, LLC and All Unknown Tenants*, Palm Beach County – Circuit Civil Division File No. 502018CA002317XXXXMB. The Guardian is authorized to execute any and all documents necessary or appropriate for the substitution of the Guardian as Plaintiff in such proceedings and to proceed with prosecution of the case as he deems appropriate.

DONE AND ORDERED at Palm Beach County, Florida.

 50-2023-GA-000245-XXXX-MB 09/12/2023
Charles E. Burton Circuit Judge

50-2023-GA-000245-XXXX-MB 09/12/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Mitchell I. Kitroser, Esquire, 631 US Highway One, Suite 406, North Palm Beach, Florida 33408 (mitch@kitroserlaw.com, paula@kitroserlaw.com, and mikadmin@kitroserlaw.com)

Eileen O'Malley, Esquire, 360 South Rosemary Ave., Suite 1410, West Palm Beach, Florida 33401 (eileenomalley@nelsonmullins.com)

Inger Garcia, Esquire, 7040 Seminole Pratt Whitney Road, #25-43, Loxahatchee, Florida 33470 (attorney@ingergarcia.com, serviceinglaw@yahoo.com, and attorney@floridapotlawfirm.com) (counsel for Patricia A. Sahn, Jr.)

Amber Patwell, Esquire, 136 4th Street North, Suite 201 OFC 356, St. Petersburg, Florida 33701 (amber@aplpinellas.com)

Exhibit C

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

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM

File No.
502023GA000245XXXXMB
Division: IZ

An Incapacitated Person

**ORDER GRANTING PETITION FOR AUTHORITY TO RETAIN COUNSEL FOR
WARD**

THIS CAUSE having come before the Court upon the Guardian's *Petition for Authority to Retain Counsel for Ward*, and the Court having heard argument and objections of counsel and being otherwise fully advised in the premises, it is thereupon

ORDERED AND ADJUDGED that the *Petition* be and the same is hereby GRANTED over the objections raised by Inger Garcia, Esquire, counsel for Patricia A. Sahm, Jr., and Amber Patwell, Esquire. Charles Revard, as limited guardian of the person and property of the Ward, Patricia A. Sahm, Sr., is authorized to retain counsel for representation of him in the following foreclosure proceedings: *Walter E. Sahm and Patricia Sahm v. Bernstein Family Realty, LLC and All Unknown Tenants*, Palm Beach County – Circuit Civil Division File No. 502018CA002317XXXXMB. The Guardian is authorized to execute any and all documents necessary or appropriate to retain counsel as set forth herein to proceed with prosecution of the case as he deems appropriate.

DONE AND ORDERED at Palm Beach County, Florida.

 50-2023-GA-000245-XXXX-MB 09/12/2023
Charles E. Burton Circuit Judge

50-2023-GA-000245-XXXX-MB 09/12/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Mitchell I. Kitroser, Esquire, 631 US Highway One, Suite 406, North Palm Beach, Florida

33408 (mitch@kitroserlaw.com, paula@kitroserlaw.com, and mikadmin@kitroserlaw.com)

Eileen O'Malley, Esquire, 360 South Rosemary Ave., Suite 1410, West Palm Beach, Florida 33401 (eileen.omalley@nelsonmullins.com)

Inger Garcia, Esquire, 7040 Seminole Pratt Whitney Road, #25-43, Loxahatchee, Florida 33470 (attorney@ingergarcia.com, serviceimglaw@yahoo.com, and attorney@floridapotlawfirm.com) (counsel for Patricia A. Sahn, Jr.)

Amber Patwell, Esquire, 136 4th Street North, Suite 201 OFC 356, St. Petersburg, Florida 33701 (amber@aplpinellas.com)

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

CASE NO.: 2018-CA-002317

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,
v.

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

Defendants.

_____/

NOTICE OF FILING DOCUMENTS UNDER SEAL
IN SUPPORT OF PLAINTIFFS' MOTION TO STRIKE ALLEGED SETTLEMENT
AGREEMENT AND FOR SANCTIONS DUE TO FRAUD ON THE COURT

Plaintiff, Patricia Sahn, through her Guardian Charles Revard, hereby files this Notice of Filing Documents Under Seal as follows:

1. Reports of Examining Committee Members, Stanley Bloom MD, Stephanie Cheshire, MSW, and Brenan Cheshire, PHD, all dated 5/5/2023, Case No. 502023MH001072XXXXMB.

2. Order Determining Limited Incapacity, dated 6/27/2023, Case No. 502023MH001072XXXXMB

3. Order Appointing Limited Guardian Person and Property, dated 6/27/2023, 502023GA000245XXXXMB.

4. Order Granting Final Injunction For Protection Against Exploitation of Vulnerable Adult, dated 9/22/2023, Case No. 502023G000245XXXXMB.

Respectfully Submitted,

SWEETAPPLE, BROEKER & VARKAS, P.L.
4800 North Federal Highway, Suite D306
Boca Raton, Florida 33431
E-Mail: pleadings@sweetapplelaw.com

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the e-filing portal to all counsel of record this 27th day of March, 2024.

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

Document 1

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

Case No.502023MH001072XXXXMB

Division: Probate/Mental Health

IN RE: GUARDIANSHIP

Alleged Incapacitated Person _PATRICIA A SAHM_____ /

REPORT OF EXAMINING COMMITTEE MEMBER

F.S. 744.331(3)

Having been appointed to examine _PATRICIA A SAHM_____ whose
address is __21843TOWN PLACE DRIVE BOCA RATON FL
33433_____, to determine if he/she is capable of exercising his/her
rights regarding person and/or property and having made a comprehensive examination
on _5/5/23_____ at ABOVE ADDRESS_____, I submit the following
report:_____

1 PHYSICAL DIAGNOSIS: 82 y/o in no acute distress . A physical examination was not
indicated since it would not have aided in the formulation of my opinion.

2.MENTAL DIAGNOSIS: __AIP has loss of long or short term memory. AIP is unclear
regarding her finances and does not know specifics regarding her assets and how much money
she has. She is unaware of the guardianship , does not understand the concept and does not
remember receiving the copies of the petition, nor does she remember seeing her attorney. She
does not know what medications she is taking or what they are for. She does not know who the
governor or the Vice President is. She cannot multiply nine times seven or how many quarters

000032

are in six dollars. She could not subtract seven from one hundred serially. She is not aware of the litigation that is occurring with regard to her deceased husband's estate. Her MOCA score is 18 out of 30.

3. PHYSICAL AND/OR MENTAL PROGNOSIS:

Fair to good

4.0 RECOMMENDED COURSE OF TREATMENT:

AIP is in good physical health and can continue to live independently.

Case No. 502023MH001073XXXXMB

Division: Probate/Mental Health

IN RE: PATRICIA A SAHM

Alleged Incapacitated Person

5.0 FUNCTIONAL ASSESSMENT: Is the person able to do the following:

(Brief Comment)

Use the telephone YES

Travel alone of public transportation NO

Drive own car NO

Shop alone for food and clothing YNO

Prepare own meals YES

000033

Do housework YES

Take medication NO

Handle own money NO

Dress and undress YES

Take care of personal appearance YES

Take care of bathroom hygiene YES

Socialize with friends YES

Case No.502023MH001073XXXXMB

Division: Probate/Mental Health

IN RE: PATRICIA A SAHM

_____/_____
Alleged Incapacitated Person

6.0 the alleged incapacitated person LACKS the ability to exercise the following rights:

(Check those applicable)

____ to vote	__X__ to determine his/her own residence
__X__ to marry	__X__ to consent to medical treatment
__X__ to contract	__X__ to apply for government benefits
__X__ to have a driver's license	__X__ to sue or be sued
_X__ to travel	_X__ manage/dispose of property
__X__ to seek employment	_____ to make decisions about his/her social environment

7.0 the following persons were present during the time of the examination:

A. _

B. STEHANIE CHESHIRE

C. BRENAN CHESHIRE _____

D. _____

E. _____

F. _____

G. _____

8.0 during the examination, supplied answers posed to the alleged incapacitated person and his/her full names and responses are provided below:

A. ____

B. _____(Name)

Response: __CONFIRMED ABOVE

Case No502023MH001073XXXXMB

Division: Probate/Mental Health

IN RE: PATRICIA A SAHM

Alleged Incapacitated Person

C. _____(Name)

Response: _____

_9.0 The factual basis for the determination that this person LACKS capacity to
excursive the rights listed below is: _My visit and evaluation of AIP, a review of the
petition, a review with Stephanie Cheshire_

I have determined that _PATRICIA A SAHM_____

A. is incapacitated

B. The scope of guardianship needed is _____Plenary_____XX_____Limited

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

DATED this ___5th_____day of ___Nay_____ 2023_____.

Signature

Name: STANLEY BLOOM MD

Address: 10760 NORTHGREEN DR
WELLINGTON FL 33449

Phone: 561-432-2020

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

Case No. 50-2023-MH-001072-XXXX-MB
Division: IZ: South Branch Probate - IZ (Civil)

PATRICIA A SAHM (Alleged Incap)
Alleged Incapacitated

REPORT OF EXAMINING COMMITTEE MEMBER

F.S. 744.331(3)

Having been appointed to examine **PATRICIA A SAHM** whose address is **21843 TOWN PLACE DRIVE BOCA RATON, FL 33433**, to determine if he/she is capable of exercising his/her rights regarding person and/or property and having made a comprehensive examination on 6-5-23 at 21843 Town Place Boca Raton, I submit the following report:

1. PHYSICAL DIAGNOSIS: Appear to be in good health.
ambulatory; no tremors, able to perform activities
of daily living.
2. MENTAL DIAGNOSIS: Mild Cognitive impairment
3. PHYSICAL AND/OR MENTAL PROGNOSIS: Good - Physically
she was a former physical education instructor and
knows the value of exercise. Mentally, she's very
upset and stressed over this family discord.

PATRICIA A SAHM

Alleged Incapacitated

4. RECOMMENDED COURSE OF TREATMENT: Continue present course of care and living conditions. Suggest a POA to oversee medical and financial decisions as well as determining residence. A IP should have input on these issues

5. FUNCTIONAL ASSESSMENT: Is the person able to do the following::
 (Brief Comment)

Use the telephone:	<u>yes</u>
Travel alone on public transportation:	<u>Supervision</u>
Drive own Car	<u>DMV evaluation</u>
Shop alone for food and clothing	<u>Supervision</u>
Prepare own meals	<u>yes</u>
Do Housework	<u>yes</u>
Take Medication	<u>Supervision</u>
Handle own Money	<u>Supervision</u>
Dress and Undress	<u>yes</u>
Take care of personal appearance	<u>yes</u>
Take care of bathroom hygiene	<u>yes</u>
Socialize with Friends	<u>yes</u>

PATRICIA A SAHM

Alleged Incapacitated

6. The alleged incapacitated person LACKS the ability to exercise the following rights: (Check those applicable)

<input type="checkbox"/> to vote	<input type="checkbox"/> to determine his/her own residence ✕
<input type="checkbox"/> to marry	<input checked="" type="checkbox"/> to consent to medical treatment
<input type="checkbox"/> to contract ✕	<input checked="" type="checkbox"/> to apply for government benefits
<input type="checkbox"/> to have a driver's license <i>DMV eval.</i>	<input checked="" type="checkbox"/> to sue or be sued
<input type="checkbox"/> to travel <i>with CAREGIVER</i>	<input type="checkbox"/> to manage/dispose of property ✕
<input type="checkbox"/> to seek employment	<input type="checkbox"/> to make decisions about his/her social environment

7. The following persons were present during the time of the examination:

A. Stephanie Chesnut M.S.W.

B. _____

C. _____

D. _____

E. _____

8. During the examination, the following person(s), who is/are not the subject of the examination, supplied answers posed to the alleged incapacitated person and his/her full names and responses are provided below:

A. N/A (Name)

Response: _____

B. _____ (Name)

Response : _____

9. The factual basis for the determination that this person LACK capacity to exercise the rights

listed above is: Mild Cognitive impairment. Needs a POA, Caregiver, or guardian to oversee her medical and financial affairs. Remain in her home for as long as possible.

A. I have determined that PATRICIA A SAHM

is/is not incapacitated.

B. The scope of guardianship needed is _____ Plenary ☒ Limited. or POA

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

DATED this 5th day of May 2023.

M. Brennan Cheshire, PhD.
Signature
Name: M. Brennan Cheshire, PhD.
Address: 914 N. Olive Ave. W.P.B., FL
Phone: 561-653-4111 33401

You may fax a copy of your report to our office: FAX # (561) 355-4177, but you must mail or bring in the original report to: Choose an item.

* AT This time AIP should be consulted as to living residence and/or the sale of her property. Have counsel in contracts and legal matters. (If it is necessary to sell home or engage in contracts)

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

Case No. 50-2023-MH-001072-XXXX-MB
Division: Probate/Mental Health

PPATRICIA SAHM
(Alleged Incap)

REPORT OF EXAMINING COMMITTEE MEMBER

F.S. 744.33(3)

Having been appointed to examine PATRICIA SAHM whose address is 21843 TOWN PLACE DRIVE, BOCA RATON, FL 33433 to determine if she is capable of exercising her rights regarding person and/or property and having made a comprehensive examination on 05/05/23 at 1:19 pm, I submit the following report:

1. PHYSICAL DIAGNOSIS: Hearing is reported as good and she denies wearing any hearing aids. Eyesight is reported as "decent" and she reports wearing glasses. is fair. Appetite and sleep is described as "well". No visible bruising, edema, tremors, facial tics or major weaknesses on one or both sides of her body were noted. She is ambulatory. She is able to extend both arms directly out in front of her and is able to raise both arms over her head. She is able to lift and extend both legs. She is able to stand from a seated position. Alcohol is reported as an occasional wine and she denies tobacco and drug use. History of surgery is reported as knee replacement and appendix. Physical illnesses are denied. She reports that she takes medication and was unable to recall the medications or what they are for.

2. MENTAL DIAGNOSIS: Cognitive impairment. Visual hallucination, audio hallucinations and paranoia are denied. Suicidal thought is reported as "not really". She denies ever being admitted to a psychiatric hospital, psychiatric counseling, shock treatment or any family history of mental illness. She denies any mental health diagnosis. She is unaware of any safety issues for herself. She had difficulty with simple math. She reports that she is unaware that a Petition for Guardianship has been file. She denies having an attorney. She is unaware of any past or current litigation or court cases. She scored an 18 out of 30 on the Montreal Cognitive Assessment. Difficulties were in Visuospatial, executive functioning, memory, calculations, language, abstraction.

3. PHYSICAL AND/OR MENTAL PROGNOSIS: Fair to poor

PPATRICIA SAHM
(Alleged Incap)

4. RECOMMENDED COURSE OF TREATMENT: After assessing Ms. Sahm, It is my recommendation that she follow up with medical doctors. I recommend that the least restrictive measures are put in place.

5. FUNCTIONAL ASSESSMENT: Is the person able to do the following:

Use the telephone Yes

Travel alone on public transportation. No/supervision

Drive own car No

Shop alone for food and clothing Assistance

Prepare own meals Minimal to moderate

Do housework Yes

Take medication Supervision

Handle own money Assistance

Dress and undress Yes

Take care of personal appearance Yes

Take care of bathroom hygiene Yes

Socialize with friends Yes. Continue to exercise and play tennis with friends. Continue socializing.

PPATRICIA SAHM
(Alleged Incap)

6. The alleged incapacitated person LACKS the ability to exercise the following rights:
(Check those applicable)

☐ to vote

☒ to marry

☒ to contract

☒ to have a driver's license.

☒ to travel (Can travel with Guardian)

☒ to seek employment

☒ to determine his/her own residence. (Her request and opinion should be considered
and Guardian should assess risk with final decision)

☒ to consent to medical treatment

☒ to apply for government benefits

☒ to sue or be sued

☒ to manage/dispose of property

☐ to make decisions about his/her social environment

PPATRICIA SAHM
(Alleged Incap)

7. The following persons were present during the time of the examination:

- A. Patricia Sahm, alleged incapacitated person
- B. Stephanie Cheshire MSW
- C. Dr. Brennan Cheshire
- D. Dr. Stanley Bloom via video
- E. Attorney via video

8. During the examination, the following person(s), who is/are not the subject of the examination, supplied answers posed to the alleged incapacitated person and his/her full names and responses are provided below:

A. None (Name)

Response: N/A

B. None (Name)

Response: N/A

9. The factual basis for the determination that this person LACK capacity to exercise the rights listed above is: **Evaluation, review of Petition**
She is vulnerable and his physical and financial safety is at risk if left to function on her own.

A. I have determined that PATRICA SAHM

IS incapacitated.

B. The scope of guardianship needed is Plenary XX Limited.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

DATED this 5th day of May 2023



Signature
Name: STEPHANIE CHESHIRE MSW

Address: P.O. BOX 1024
PALM BEACH, FL 33480
Phone: (904) 654-4165

Document 2

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Document 3

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

IN RE:

File No. 502023GA000245XXXXMB

PATRICIA A. SAHM,
an alleged incapacitated person.

ORDER APPOINTING LIMITED GUARDIAN OF PERSON AND PROPERTY

On the Petition of for the Appointment of a Guardian of the person and property of Patricia A. Sahn (“Ward”), the Court makes the following findings:

1. The Ward was adjudicated to be incapacitated by Order of this Court entered on June ___, 2023, and the Court, having considered alternatives to guardianship, found that no alternatives to guardianship sufficiently address the needs of the Ward, and that the restrictions imposed upon the Ward’s rights and liberties are consistent with the Ward’s welfare and safety, and are the least restrictive appropriate alternatives, reserving to the Ward the right to make decisions in all matters commensurate with the Ward’s ability to do so.

2. The Order Determining Limited Incapacity established the incapacity of the Ward to exercise the following delegable rights:

- () to determine his or her residence,
- (X) to consent to medical and mental health treatment,
- () to make decisions about his or her social environment or other social aspects of his or her life,
- (X) to contract,
- (X) to sue and defend lawsuits,
- (X) to personally apply for government benefits,
- (X) to manage property or to make any gift or disposition of property.

3. The nature of the guardianship is limited and it is necessary to appoint a limited guardian of the person and property of the Ward.

4. The Court finds no evidence that the Ward, prior to incapacity, executed any valid advance directive pursuant to Florida Statutes Chapter 765.

4895-5614-2699 v.2 067891/00001

FILED: PALM BEACH COUNTY, FL, JOSEPH ABRUZZO, CLERK, 06/27/2023 10:26:17 AM

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORD OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED IN THE OFFICE OF THE PALM BEACH COUNTY CLERK OF THE CIRCUIT COURT & COMPTROLLER. THIS DOCUMENT MAY HAVE REDACTIONS AS REQUIRED BY LAW.
VISIT <https://apps.mypalmbeachclerk.com/Services/ElectronicService/verifyImage.html> TO VALIDATE THIS DOCUMENT



Digitally signed by The Honorable Joseph Abruzzo
Date: 2023.07.18 15:19:28 -04:00
Clerk of the Circuit Court & Comptroller, Palm Beach Coun
Location: 205 N. Dixie Highway, West Palm Beach, FL 334

Unique Code : CAA-FBH-BCAJJ-CAFJEHACH-GHHAGA-I Page 1 of 3

000049

The Court having jurisdiction and being fully advised, it is

ADJUDGED as follows:

1. Charles Revard is qualified to serve and is hereby appointed limited guardian of the person and property of Patricia A. Sahm ("Ward").
2. The following rights of the Ward are delegated to the guardian appointed by this Order:
 - (X) to contract,
 - (X) to sue and defend lawsuits,
 - (X) to apply for government benefits,
 - (X) to manage the property of the Ward,
 - () to determine the Ward's residence,
 - (X) to consent to medical and mental health treatment,
 - () to make decisions about the Ward's social environment or other social aspects of the Ward's life.

Note: If the right of the Ward to contract has been delegated to the guardian but the right to marry is retained, then the right to marry is subject to court approval.

3. Upon taking the prescribed oath, filing a designation of resident agent and acceptance, and posting a bond in the amount of \$____ payable to the Governor of the State of Florida and to all successors in office, conditioned on the faithful performance of all duties by the guardian, letters of guardianship shall be issued.

4. The Ward retains the rights specified in Florida Statutes Section 744.3215(1) and the right to make decisions in all matters commensurate with Ward's abilities.

DONE and ORDERED in Delray Beach, Palm Beach County, Florida.


502023GA000245XXXXMB 06/27/2023
Charles E. Burton Circuit Judge

502023GA000245XXXXMB 06/27/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Amber Patwell, Esq., apatwell@wblaws.com, Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701

Eileen T. O'Malley, Esq., eileen.omalley@nelsonmullins.com, Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401

Inger Garcia, Esq., attorney@ingergarcia.com, 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470

Kevin R. Hall, kh_itconsultingslesoffices@gmail.com, P.O. Box 756, Kinderhook, NY 12106

Document 4

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

CASE NO.: 2018-CA-002317

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,
v.

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

Defendants.

/

NOTICE OF FILING DOCUMENTS UNDER SEAL

Plaintiff, Charles Revard, as Guardian of Patricia Sahn, hereby files the Documents Under Seal in Connection with the Memorandum in Support of Motion to Strike Alleged Settlement Agreement and for Sanctions Due to Fraud on the Court and the Response to Motion for Relief from Judgment Pursuant to 1.540.

1. Petition to Determine Incapacity, filed in Case No. 50-2023-MH-001072-XXXX-MB, on April 17, 2023.

2. Petition for Appointment of Plenary Guardianship, filed in Case No. 50-2023-GA-000245-XXXX-MB, on April 17, 2023.

Respectfully Submitted,

SWEETAPPLE, BROEKER & VARKAS, P.L.
4800 North Federal Highway, Suite D306
Boca Raton, Florida 33431
E-Mail: pleadings@sweetapplelaw.com

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the e-filing portal to all counsel of record this 7th day of August, 2024.

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

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

IN RE:

File No.

PATRICIA A. SAHM,
an alleged incapacitated person.

PETITION TO DETERMINE INCAPACITY

Petitioner, JOANNA E. SAHM, alleges:

1. Petitioner, Joanne E. Sahn, whose present address is 1072 S. US Highway 1, Jupiter, Florida 33477, and who is related to the hereafter named alleged incapacitated person as her Daughter.

2. Petitioner believes her mother, PATRICIA A. SAHM, age 81, a resident of Palm Beach County, Florida, whose primary spoken language is English, and whose present address is 21843 Town Place Drive, Boca Raton, Florida 33433, ("AIP" or "Mother"), to be incapacitated.

3. Petitioner's belief as to her Mother's incapacity is based upon her personal knowledge and observations; Mother has unspecified dementia, for which she has been under the care of a neurologist since at least 2017. Mother's memory and cognition have continued to decline and render her unable to make independent decisions regarding her finances, legal matters and healthcare and vulnerable to the influence of others.

NAME

ADDRESS

Olga Esterson

1072 S. US Highway 1
Jupiter, FL 33477

Roland More, MD

The Villages Health System, LLC
2955 Brownwood Boulevard
The Villages, FL 32163

Robert A. Sweetapple, Esq.

Sweetapple, Broeker & Varkas, PL
4800 N. Federal Hwy., Suite D-306
Boca Raton, FL 33431

4. Petitioner has insufficient experience to make judgment(s) concerning the rights the alleged incapacitated person is incapable of exercising; however, without limiting the foregoing, a plenary guardianship is being sought for AIP.

5. Petitioner is aware that AIP previously executed the Patricia A. Sahm Revocable Trust dated July 1, 2020 having Patricia A. Sahm and Joanna E. Sahm as its co-Trustees.

6. AIP further executed that certain Durable Power of Attorney and Designation of Health Care Surrogate on November 9, 2021 wherein she designates Petitioner to act on her behalf as well as her Designation of Health Care Surrogate dated July 1, 2020 (collectively, "Advanced Directives"). True and correct copies of such Advanced Directives are attached hereto and marked as **Exhibit A**.

7. Pursuant to her attendance at a hearing on April 13, 2023 within a bankruptcy proceeding styled as In Re Eliot Bernstein and bearing Case No. 23-12630-PDR, within which the AIP has an interest as a creditor, Petitioner learned that AIP purportedly revoked any financial or healthcare powers of attorney she may have executed in December 2021. A true and correct copy of the Emergency Submittal by the debtor attaching the referenced revocation by AIP is attached hereto and marked as **Exhibit B**.

8. Petitioner further received a second Florida Power of Attorney Revocation, revoking any powers of attorney executed by Ward between July 2020 through February 2023 appointing Petitioner to act on behalf of AIP, purportedly executed by AIP on April 13, 2023; a true and correct copy of such revocation is attached hereto and marked as **Exhibit C**. Upon inquiry, AIP has no recollection of the Revocations.

9. As a result of their revocation, such Advanced Directives do not provide for a reasonable alternative to guardianship because they fail to sufficiently address the AIP's needs. Upon information and belief, Petitioner's sister, Patricia A. Sahm, is working in conjunction with AIP's bankruptcy debtor to the detriment of AIP.

10. Petitioner is unable to confirm such belief as there is currently an Agreed Final Judgment of Injunction for Protection Against Domestic Violence without Minor Children (After Notice) in place within the matter styled as Joanna E. Sahm v. Patricia A. Sahm, Jr., File. No. 502023DR000716 pending before this court, which precludes any communication between the parties, which was issued following Patricia A. Sahm, Jr.s. being charged with Assault with a Deadly Weapon following an incident at the AIP's home on, or about, January 24, 2023. See the State of Florida v. Patricia A. Sahm, Case No. 502023CF00747.

11 The names, addresses and relationships of all known next of kin of the alleged incapacitated person are:

NAME	ADDRESS	RELATIONSHIP	BIRTHDATE (if minor)
Joanna E. Sahm	1072 S. US Highway 1 Jupiter, Florida 33477	Daughter	
Patricia A. Sahm	160 Laurel Lane Beech Mountain, North Carolina 28604	Daughter	

12. The alleged incapacitated person's attending or family physician is William Rowland, MD, 1500 NW 10th Avenue, Boca Raton, FL 33486, (561) 391-2708.

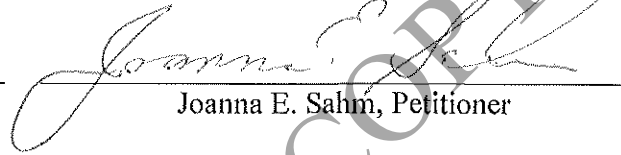
13. Petitioner requests that an examination be made as to the mental and physical condition of the alleged incapacitated person as provided by law, and that an order be entered determining the mental and physical capacity of said person.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on this 17th day of April, 2023.



Eileen O'Malley, Esq.
Attorney for Petitioner
E-mail Addresses:
eileen.omalley@nelsonmullins.com
Florida Bar No. 314330
Nelson Mullins Riley & Scarborough, LLP
360 S. Rosemary Avenue, Suite 1410
West Palm Beach, Florida 33401
Telephone: (561) 366-5365



Joanna E. Sahn, Petitioner

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DESIGNATION OF HEALTH CARE SURROGATE

I, **PATRICIA A. SAHM**, designate as my health care surrogate under Section 765.202, Florida Statutes, my husband, **WALTER E. SAHM, JR.** If **WALTER E. SAHM, JR.** is not willing, able, or reasonably available to perform his duties, I designate as my alternate health care surrogate my daughter, **JOANNA SAHM**. If **JOANNA SAHM** is not willing, able, or reasonably available to perform her duties, I designate as my alternate health care surrogate my nephew, **CHARLES J. REVARD**.

INSTRUCTIONS FOR HEALTH CARE

I authorize my health care surrogate to:

(P.S.) Receive any of my health information, whether oral or recorded in any form or medium, that:

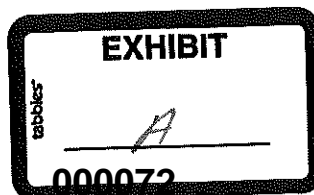
1. Is created or received by a health care provider, health care facility, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
2. Relates to my past, present, or future physical or mental health or condition; the provision of health care to me; or the past, present, or future payment for the provision of health care to me.

I further authorize my health care surrogate to:

(P.S.) Make all health care decisions for me, which means he or she has the authority to:

1. Provide informed consent, refusal of consent, or withdrawal of consent to any and all of my health care, including life-prolonging procedures.
2. Apply on my behalf for private, public, government, or veterans' benefits to defray the cost of health care.
3. Access my health information reasonably necessary for the health care surrogate to make decisions involving my health care and to apply for benefits for me.
4. Decide to make an anatomical gift pursuant to part V of chapter 765, Florida Statutes.

While I have decision-making capacity, my wishes are controlling and my physicians and health care providers must clearly communicate to me the treatment plan or any change to the treatment plan prior to its implementation.



To the extent I am capable of understanding, my health care surrogate shall keep me reasonably informed of all decisions that he or she has made on my behalf and matters concerning me.

THIS HEALTH CARE SURROGATE DESIGNATION IS NOT AFFECTED BY MY SUBSEQUENT INCAPACITY EXCEPT AS PROVIDED IN CHAPTER 765, FLORIDA STATUTES.

PURSUANT TO SECTION 765.104, FLORIDA STATUTES, I UNDERSTAND THAT I MAY, AT ANY TIME WHILE I RETAIN MY CAPACITY, REVOKE OR AMEND THIS DESIGNATION BY:

- (1) SIGNING A WRITTEN AND DATED INSTRUMENT WHICH EXPRESSES MY INTENT TO AMEND OR REVOKE THIS DESIGNATION;
- (2) PHYSICALLY DESTROYING THIS DESIGNATION THROUGH MY OWN ACTION OR BY THAT OF ANOTHER PERSON IN MY PRESENCE AND UNDER MY DIRECTION;
- (3) VERBALLY EXPRESSING MY INTENTION TO AMEND OR REVOKE THIS DESIGNATION; OR
- (4) SIGNING A NEW DESIGNATION THAT IS MATERIALLY DIFFERENT FROM THIS DESIGNATION.

MY HEALTH CARE SURROGATE'S AUTHORITY BECOMES EFFECTIVE WHEN MY PRIMARY PHYSICIAN DETERMINES THAT I AM UNABLE TO MAKE MY OWN HEALTH CARE DECISIONS UNLESS I INITIAL EITHER OR BOTH OF THE FOLLOWING BOXES:

IF I INITIAL THIS BOX [P.S.], MY HEALTH CARE SURROGATE'S AUTHORITY TO RECEIVE MY HEALTH INFORMATION TAKES EFFECT IMMEDIATELY.

IF I INITIAL THIS BOX [P.S.], MY HEALTH CARE SURROGATE'S AUTHORITY TO MAKE HEALTH CARE DECISIONS FOR ME TAKES EFFECT IMMEDIATELY. PURSUANT TO SECTION 765.204(3), FLORIDA STATUTES, ANY INSTRUCTIONS OR HEALTH CARE DECISIONS I MAKE, EITHER VERBALLY OR IN WRITING, WHILE I POSSESS CAPACITY SHALL SUPERSEDE ANY INSTRUCTIONS OR HEALTH CARE DECISIONS MADE BY MY SURROGATE THAT ARE IN MATERIAL CONFLICT WITH THOSE MADE BY ME.

Notwithstanding the foregoing, in addition to the other powers granted by this document, my surrogate(s) shall have the power and authority to serve as my personal

representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, (Pub. L. 104-191), 45 CFR Section 160 through 164.

This designation revokes any prior designation of a health care surrogate I may have executed.

Signed and witnessed by means of physical presence by **PATRICIA A. SAHM** on this 1 day of July, 2020.

Patricia A. Sahm
PATRICIA A. SAHM

Witnesses:

Doug Collin
Print Name:

Glen S. Ferguson
Print Name:

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **PATRICIA A. SAHM**, a legal resident of the County of Marion, State of Florida, desiring to execute a DURABLE POWER OF ATTORNEY, do hereby make, constitute and appoint my daughter, **JOANNA E. SAHM**, as my Attorney-in-Fact for me and in my name, place and stead to do and perform all acts, deeds, matters and things whatsoever concerning my property and personal affairs necessary and advisable in the judgment of my said Attorney-in-Fact as fully and effectually to all intents and purposes as I could do if personally present and acting, including, but not limited to, each and every one of the following matters:

1. REAL PROPERTY TRANSACTIONS.

(a) To buy, contract to buy, receive, lease or rent for any term, accept, or otherwise acquire real estate or any options thereon or interests therein, including any and all rights for the development of oil, gas or other mineral deposits, wherever situated, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper, in my name, or jointly in my name and that of any other party or parties including my Attorney-in-Fact;

(b) To sell, contract to sell, mortgage, encumber, exchange, lease or rent for any term, grant options to purchase, convey, transfer in trust or otherwise dispose of any or all real estate in which I now have or may hereafter acquire right, title or interest, including any and all rights for the development of oil, gas or other mineral deposits, whether such real estate be homestead or non-homestead, or whether such real estate be owned as community property, in joint tenancy, tenancy by the entireties, tenancy in common or in any other manner or capacity, and in my name, or jointly with any other party or parties, including my Attorney-in-Fact, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper;

(c) To sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind and nature, as may be necessary or convenient, containing such terms and conditions, and such warranties and covenants, if any, as my Attorney-in-Fact shall deem advisable, and further to waive, release, relinquish and convey any homestead estates, rights under homestead exemption laws, dower, curtesy estate or elective share and all other rights or interests to which I may at any time be entitled;

(d) To manage, utilize, insure, conserve, demolish, repair, rebuild, alter or improve any real estate or structure thereon, owned or claimed to be owned by me in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals or objects therefrom, and the execution and delivery of any corrective instruments as may be required from time to time; and

(e) To convey or mortgage homestead property, and if the principal is married, the Attorney-in-Fact may not mortgage or convey homestead property without joinder of the *relation* of the principal or the *relation*'s legal guardian.

2. PERSONAL PROPERTY TRANSACTIONS.

(a) To buy, contract to buy, accept, sell, exchange, mortgage, pledge, lease or rent, contract for the repair of, insure, and in any and every manner deal in and with any and all personal property of every kind whatever, tangible or intangible, which I may own or in which I now have or hereafter may acquire, any right, title or interest, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper;

(b) To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect the proper registration and licensing of any automobiles or other vehicles in which I now or may hereafter have an interest;

(c) To enter into contracts for the storage of tangible personal property of every kind;

(d) To take possession and order the removal and shipment of any of my property from or to any station, post, warehouse, depot, dock, or other place of storage, safekeeping, or use, governmental or private, and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or other instrument necessary or convenient for such purposes; and

(e) To execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or similar person the authority to register stocks, bonds, or other securities either into or out of the principal's or nominee's name.

3. BUSINESS AND INVESTMENT TRANSACTIONS.

(a) To conduct business and investment transactions as provided in Section 709.2208(2), Florida Statutes including, but not limited to, authority to demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, taxes, and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, whether individually, as a partner (general or limited), a sole proprietor, or as a member of any joint venture, business trust, land trust, limited liability company, and any other domestic or foreign form of organization, to incorporate or join with others in incorporating any business, property or assets of mine, and to make changes from time to time, by organization, incorporation, sale, exchange, reorganization, liquidation or dissolution of any character, in the style or form of the ownership or the conduct of any business or venture;

(b) To sell and deliver all or any parts of my non-business assets, upon such terms and conditions and for such price or prices and at such time or times as my Attorney may deem proper to pay business expenses of any businesses which I may own, even if those businesses are in financial trouble, and to carry on and transact every kind of business on my behalf, in my name or jointly in my name and that of any other person or persons, including my Attorney-in-Fact, and including, but not limited to, transactions concerning any and all investments and shares of stock, bonds, mutual funds, securities, debentures, notes, commodities, options including, without limitation, call and put options on stocks and stock indexes, futures contracts, annuities and certificates of deposit, letters of credit, proxies, warrants, commercial paper, in all forms of accounts including, without limitation, all forms of retirement accounts and Individual Retirement Accounts, on such terms, considerations and conditions as my Attorney-in-Fact may deem proper and to invest and reinvest and exchange investments, and to execute

and deliver good and sufficient instruments for the accomplishment thereof, and to act as my attorney or proxy with respect to any stocks, shares, bonds, mutual funds, securities, debentures, notes, commodities, options or other investments, rights or interests as I may now or hereafter hold and to exercise voting rights with respect to investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

4. BANK TRANSACTIONS. To conduct banking transactions as provided in 709.2208(1), Florida Statutes, and to conduct investment transactions as provided in 709.2208(2), Florida Statutes, including, but not limited to, the following actions:

(a) As to any bank, building and loan association, trust company, credit union or other financial institution including, without limitation, brokerage houses, insurance companies and the United States Postal Savings ("Financial Institution") to deposit, withdraw or draw checks, cashiers checks and drafts upon any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money on any savings or checking accounts, money market accounts or funds, or any other type of account in my name;

(b) To open or close any type of account or accounts, and to receive statements, cancelled checks, vouchers and notices of other documents from any Financial Institution or other transactions in my name or in which I may have an interest;

(c) To apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a Financial Institution, and to use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a Financial Institution, and to consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a Financial Institution;

(d) To have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom at any time, or from time to time, all or any part of the contents of any such box or vault and to close such box;

(e) To purchase, endorse and negotiate checks, cashiers checks, official checks, counter checks, bank drafts, money orders and similar instruments and other negotiable paper of mine or payable to me or to my order;

(f) To borrow money and to execute in my name any instrument evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I may in any way be liable and to guarantee debts of others, where appropriate, and to pledge my assets in such circumstances; and

(g) To pay all sums of money at any time or times that may hereafter be owing by me upon any bill of exchange, check, draft, note or trade acceptance, made, executed, endorsed, accepted and delivered by me, or for me, or in my name, by my Attorney-in-Fact.

5. TAXES. To make, execute and file income and all other tax returns and declarations of estimated tax required to be made by me by any law or regulation of any government or governmental authority, to represent and act for me in all tax matters in dispute or litigation, in any governmental department, board or court, to receive, endorse, and collect checks in settlement of any refund of taxes, to execute consents agreeing to a later determination

of taxes than is provided by statutes of limitation, to execute closing agreements relative to tax liabilities, to file claims for abatement, refund, or credit taxes, to make any adjustments or settlements and to sign any and all receipts, waivers, settlements and to sign any and all receipts, waivers, settlements or agreements pertaining to all income or other taxes assessed against me or my property by statute.

6. INSURANCE TRANSACTIONS.

(a) To pay the premiums or modify, rescind, release, terminate, or execute any rights, privileges, or options on any contract of life, accident, health, disability, liability, property or other insurance presently owned by me or by any person on my behalf, or hereafter acquired;

(b) To procure new, different, or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability, or loss;

(c) To apply for, and receive, any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise any election or conversion rights, and to demand, receive or obtain any money, dividend or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated;

(d) To file or process claims for any medical bills with all insurance companies through which I have coverage, including but not limited to Medicare and Medicaid, and to receive from any insurer information obtained in the adjudication of any claim in regard to services furnished to me under Title 18 of the Social Security Act.

7. MEDICAL DECISIONS. To the extent that I have not provided direction in a separate document, to make medical (including dental) decisions concerning my health or well-being in the event I am unable to make such decisions in accordance with Florida Statutes, Chapter 765, including, but not limited to the following:

(a) To authorize the giving or withdrawing of any medical procedure on my behalf, even though it might be against medical advice, including without limitation withholding forced feeding through tubes, or otherwise;

(b) To remove me from any medical institution, nursing home, or similar medically supervised environment, including removing me to another state, even if such removal is contrary to medical advice;

(c) To pay heed to my thoughts and desires as expressed in any health care advance directive that I may have executed;

(d) For purposes of making the decisions specified in this Durable Power of Attorney, my Attorney-in-Fact is hereby designated as my "personal representative" within the meaning of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations thereunder ("HIPAA") for purposes of requesting, receiving, using, disclosing, amending and otherwise having access to my personal representative, individually-identifiable health information; and

(e) To demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege or any similar privilege.

8. PERSONAL TRANSACTIONS.

(a) To do all acts necessary for maintaining my customary standard of living, to provide living quarters for me by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes and if, in the judgment of my Attorney-in-Fact, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds thereof as my Attorney-in-Fact deems appropriate) for such price and upon such terms, conditions and security, if any, as my Attorney-in-Fact shall deem appropriate, and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Attorney-in-Fact shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Attorney-in-Fact believes I will never need again (and pay all costs thereof);

(b) To provide nurses and sitters and normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment;

(c) To do all acts necessary for maintaining the customary living standard of my dependents including, by way of illustration but not limitation, provision of such living quarters and their maintenance and operation, food, clothing, medical, surgical and dental care, educational facilities and other incidental living expenses to which my dependents are accustomed;

(d) To continue the discharge of any service or duties assumed by me to my family, relatives or friends, and to continue payments incidental to my membership in, or affiliation with, any church, club, society, or other organization; and

(e) To the extent that I have not provided direction in a separate document, to nominate on my behalf a person (including my Attorney-in-Fact) or entity to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to determine my competency.

9. REPRESENTATION AND EMPLOYMENT OF ASSISTANCE.

(a) To initiate, institute, defend, continue, compromise, arbitrate, mediate, settle and dispose of, legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other similar proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained, including for the recovery of any and all sums of money or payments due or to become due to me, and to collect on any judgments recovered by me and execute satisfactions of the same, and to file any proof of debts, or take any other

proceedings under the Bankruptcy Act, or under any law of any state or territory of the United States, in connection with any such claim, debt, money or demand, and, in any such proceeding or proceedings, to vote in the election of any trustee or trustees, or assignee or assignees, and to demand, receive and accept any dividend or dividends, or distribution or distributions that may be or become payable therein or thereunder; and

(b) To hire, engage, employ and appoint agents including, but not limited to, employees, counsel, accountants, financial service professionals, physicians and nurses, and domestics and enter into "personal service contracts" on my behalf even if such personal service contract is with my Attorney-in-Fact, upon such terms and conditions and at such compensation as my Attorney-in-Fact shall deem proper in the exercise of the powers herein granted, and to dismiss and remove at pleasure any such agents, employees and counsel as well as any agents, employees, and counsel heretofore or hereafter employed by me or in my behalf.

10. MISCELLANEOUS:

(a) To sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted;

(b) To modify, reform, renegotiate or rescind any contract or obligations heretofore or hereafter made by me or in my behalf; and

(c) To apply for or seek maintenance on my behalf from all available sources to receive public assistance, including but not limited to, the Supplemental Security Income Program (SSI); the Old Age Survivor and Disability Insurance Program (OASDI); the Medicaid Program; the Veterans Administration, and additional, similar, or successor programs; and any private support sources.

ADDITIONAL POWERS. In addition to the powers enumerated above, my Attorney-in-Fact shall have each of the following powers only if I have initialed the power where indicated in the margin beside the paragraph setting forth the power (I may select any number of these powers):

11. GIFTS AND DISCLAIMERS.

P.S. (a) To make gifts, grants or other transfers without consideration, either outright or in trust, including gifts to or in trust for my Attorney-in-Fact, for estate planning or other long term care needs planning to or for the benefit of any one or more of my family members including, without limitation, my descendants, my spouse, or a charitable institution, and my Attorney-in-Fact including the forgiveness of indebtedness, the creation of charitable pledges, and the completion of any charitable pledges I may have made, to make payments for the college and post-graduate tuition and medical care of any descendant of mine, to consent to the splitting of gifts under Internal Revenue Code Section 2513 (or successor sections thereto) and to make gifts or other transfers to non-family members consistent with my past giving, but except as otherwise set forth specifically at the end of this section, no such gifts or conveyances shall, without prior approval from a court of competent jurisdiction, be made to or for the benefit

of my Attorney-in-Fact or his or her spouse, or which would be deemed to discharge any legal obligation of my Attorney-in-Fact; provided, however, such prior court approval shall not be required with respect to (i) such gifts or conveyances which are less than the greater of \$5,000.00 or five percent (5%) of the assets under the control of my Attorney-in-Fact and do not exceed the maximum amount which can be transferred without creating a taxable gift under the provisions of Section 2503 of the Internal Revenue Code or (ii) gifts made only for the health, education, maintenance or support of my Attorney-in-Fact or his or her spouse and, notwithstanding the foregoing power and notwithstanding anything to the contrary contained herein or otherwise, no such gifts or conveyances shall be permitted hereunder if such action would be detrimental to my economic welfare;

P.S.
P.S. (b) To make gifts of personal property;

(c) The foregoing notwithstanding, my Attorney-in-Fact may disclaim, in accordance with the laws of any state and Section 2518 of the Internal Revenue Code of 1986 (or successor sections thereto), any interest in property, including powers of appointment, that would otherwise have passed to me, even if the result of such disclaimer is that some or all of such disclaimed property passes to my Attorney-in-Fact.

P.S.
P.S. 12. RETIREMENT PLANS AND ANNUITIES.

(a) To deal with all aspects of, make any elections, and remove funds from any and all retirement plans (qualified or non-qualified under the Internal Revenue Code of 1986, as amended), including, but not limited to, individual retirement accounts, rollovers and voluntary contributions;

P.S. (b) To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

P.S.
P.S. 13. MISCELLANEOUS PROVISIONS:

(a) To amend, modify, revoke or otherwise deal with that certain trust agreement known as the "PATRICIA A. SAHM REVOCABLE TRUST", dated _____, 2021, as may be amended and restated, with myself, as Settlor;

P.S. (b) To amend, modify, revoke or otherwise deal with that certain trust agreement known as the "WALTER E. SAHM, Jr., and PATRICIA A. SAHM REVOCABLE FAMILY LIVING TRUST", dated August 31, 1999, as may be amended and restated, with myself and my late husband, as Settlers;

P.S. (c) To create, amend, modify, or revoke any document or other disposition effective at the principal's death;

P.S. (d) To conduct all trust and trust related transactions, including; (a) transferring properties (real and personal) from the principal to Trustees of trusts (revocable and irrevocable) established by the principal alone or with others as Settlor; and (b) establishing new trusts (revocable or irrevocable) for the principal herein as Settlor of said trust or trusts (including irrevocable life insurance trusts, charitable remainder and charitable lead trusts, and other inter vivos trusts);

P.S. (e) To establish an irrevocable trust, known as a Miller Trust or Medicaid Income Qualifying Trust, so that I might qualify for Medicaid benefits and my Attorney-in-Fact shall have full power to (i) direct all of my income benefits from whatever source to this trust and (ii) to serve as the trustee of such trust;

P.S. (f) To establish, revoke or change beneficiary designations or designate new or additional primary or contingent beneficiaries for any life insurance or annuity contracts on my life, tax-qualified or non-qualified retirement plans and individual retirement accounts, plans or annuities that provide death benefits as a result of my death and on brokerage or other accounts at financial institutions controlled by beneficiary designations after my death;

P.S. (g) My Attorney-in-Fact is specifically authorized to create in himself/herself, or in an individual to whom my Attorney-in-Fact owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

14. DIGITAL ASSETS: My Agent may access any digital assets I own or in which I am an account holder, either in my own name or jointly with anyone, including but not limited to online accounts relating to email, banks, brokerage firms, Internet service providers, retail vendors, utilities, and mutual funds; to open and close online accounts as my Agent determines is necessary or advisable and in my best interests; and to transfer funds among my online accounts as my Agent deems necessary or advisable. In order to exercise the authority granted above, I further make the following explicit authorizations:

P.S. I authorize my Agent to access, use, and take possession and control of my digital devices including but not limited to desktop computers, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital devices.

P.S. I authorize my Agent to take such actions as necessary, including employing any consultants or agents to advise or assist my Agent, in decrypting any encrypted electronically stored information of mine or in bypassing, resetting, or recovering any password or other kind of authentication or authorization regarding any digital device or digital asset of mine.

P.S. I hereby authorize any individual or entity that possesses, has custody of, or controls any electronically stored information of mine or that provides to me an electronic communication service or remote computing service, whether public or private, to divulge to my Agent (1) any electronically stored information of mine; (2) the contents of any communication that is in electronic storage by that service or that is carried or maintained on that service; and (3) any record or other information pertaining to me with respect to that service. This authorization is to be construed to be my lawful consent under the Florida Fiduciary Access to Digital Assets Act; the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable Federal or state data privacy law or criminal law.

GENERAL PROVISIONS

If at any time my daughter JOANNA fails or ceases to serve as my attorney-in-fact, I appoint my nephew, CHARLES REVAR, as my attorney-in-fact in her place. All successors will have the rights, powers, privileges and discretions specified in this instrument while they are serving as my attorney-in-fact.

All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact."

Despite the foregoing powers, my Attorney-in-Fact may not (i) deal with insurance policies I own on the life of my Attorney-in-Fact, or (ii) except as specifically authorized by this power of attorney, distribute assets so as to discharge a legal obligation of my attorney-in-fact.

I hereby ratify and confirm all lawful acts done by my said Attorney-in-Fact pursuant to this Durable Power of Attorney, and I direct that it shall continue in effect until terminated by me or by operation of law. In addition, I hereby relieve my said Attorney-in-Fact of liability for any acts, failures to act, and decisions made if such acts, omissions, or decisions were taken or made in good faith.

If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, executors, administrators, heirs and assigns, in consideration of my attorney's willingness to act pursuant to this Durable Power of Attorney, to save and hold my Attorney-in-Fact harmless from any loss suffered or any liability incurred by my Attorney-in-Fact in so acting after such revocation or termination without notice.

My Attorney-in-Fact shall keep full and accurate accounts of all transactions for me as my agent. Such accounts will be made available for inspection upon request by me or by my guardian or personal representative. My Attorney-in-Fact need not file any accounts with any court or clerk.

This general power of attorney is a durable power of attorney and shall not be revoked, modified, suspended or otherwise affected by any subsequent disability, incapacity, adjudication or incompetency of the principal, whether physical, mental or both, except as provided by statute (including Chapter 709, Florida Statutes), it being my intent that the powers conferred upon my Attorney-in-Fact hereunder shall be fully exercisable by my Attorney-in-Fact notwithstanding any such disability, incapacity or incompetency.

THIS DURABLE POWER OF ATTORNEY REVOKES ALL PREVIOUS DURABLE POWERS OF ATTORNEY EXECUTED BY ME PRIOR TO TODAY, EXCEPT FOR MEDICAL POWERS OF ATTORNEY AND HEALTH CARE PROXIES.

EXECUTED this 9 day of November, 2021, in conformity with Revised Florida Statute Chapter 709.

WITNESSES:

Sign: _____

Print: _____

Sign: _____

Print: _____

Patricia A. Sahm
PATRICIA A. SAHM

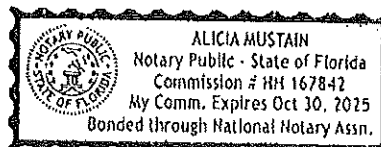
STATE OF FLORIDA

COUNTY OF MARION

SWORN TO and SUBSCRIBED before me by means of physical presence this 9 day of November, 2021, by PATRICIA A. SAHM, who is personally known to me or has produced _____ (type of identification) as identification, who executed the within durable power of attorney, and acknowledged the within durable power of attorney to be her act and deed.

Witness my hand and official seal in the County and State last aforesaid.

Alicia Mustain
Print Name: Alicia Mustain
Notary Public - State of Florida
Serial Number: HH167842
My commission expires: 10/30/2025



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

In Re:

Case No. 23-12630-PDR

Ch. 13

Eliot Bernstein,

Debtor,

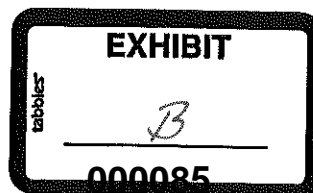
EMERGENCY SUBMITTAL
BY DEBTOR UNDER LOCAL RULE

**DEBTOR'S EMERGENCY SUBMITTAL UNDER LOCAL RULE
Rule 5005-1 (F) (2) OF DEBTOR'S OPPOSITION AND OBJECTIONS TO
LIFT STAY AND IN REM RELIEF FILED UNDER ECF DOCUMENT NOS.
9 filed 4-3-23 Ex Parte and No. 15 filed 4-4-23.**

Eliot Bernstein, the Debtor herein, respectfully shows this Court as follows:

1. I am the Debtor Pro Se.
2. I file this Opposition and Objections to 2 motions to Lift Stay and In Rem relief filed by attorney Bradley Shraiberg under ECF Documents No. 9 and 15.
3. I emailed Mr. Shraiberg last evening, April 12, 2023 after learning new confirmed information involving Patricia A. 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 [REDACTED], 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 [REDACTED] by counsel Weinstein and that the motions are improper before the Court and adequate

security and good faith filing can be shown merit these Objections and Opposition being considered on an Emergency basis.

14. On information and belief the real party in interest Patricia A. Sahm did not ask for these motions to be filed, would not be challenging adequate protection and simply wants to resolve these matters and settle.

15. Again, I also emailed Mr. Shraiberg pro se last night, April 12, 2023 asking for these Lift Stay motions to be withdrawn or alternatively consent to Continue today's Hearing until a proper evidentiary hearing can be scheduled. See Exhibit 1.

ATTORNEY SHRAIBERG ISOR SHOULD BE ESTOPPED FROM MOVING FOR THE ESTATE OF WALTER E. SAHM BY CONDUCT AND REPRESENTATIONS AND THE ATTORNEY FOR THE ESTATE OF WALTER E. SAHM CONFIRMS THERE IS NO CLAIM IN THIS MATTER ON BEHALF OF THE ESTATE OF WALTER E. SAHM = ESTATE LAWYER CONFIRMS TENANTS BY THE ENTIRETY AND PATRICIA A. SAHM SOLE INTEREST HOLDER THUS JOANNA SAHM HAS NO CLAIM OR STANDING TO FILE THESE MOTIONS FOR THE ESTATE

16. In both of the filings to Lift Stay and seek In Rem relief in this Bankruptcy case under ECF No. 9 and 15, attorney Bradley Shraiberg has filed as follows: "Joanna Sahm, as personal representative of the estate of Walter Sahm, and Patricia Sahm, (the "Secured Creditors"), by and through their undersigned counsel". See, ECF No. 9 and 15.

17. As established above, Attorney Shraiberg purports to represent Patricia Sahm individually before this Court on the Motions under ECF No. 9 and 15 yet Mr. Shraiberg has never met Patricia Sahm (Sr), never spoke to her about this representation, never got her authority to represent her and more egregiously, filed in fraud using her name in the BFR bankruptcy case before Judge Kimball last year in 2022 as shown above.
18. And Patricia A. Sahm, Sr individually on belief as shown above now has her own counsel by written retainer with Morgan Weinstein as of April 12, 2023 and Settlement is being pursued.
19. Thus, Attorney Shraiberg has no authority or standing to act in this action on behalf of Patricia A. Sahm, Sr. and those motions must be dismissed and stricken with prejudice.
20. Additionally, on information and belief Patricia A. Sahm (Sr.) has Revoked any Power of Attorney to her daughter Joanna Sahm as shown by the attached Notarized document. See, Exhibit 3.
21. It should be noted that nowhere in these filings does attorney Shraiberg claim he is acting for Patricia A. Sahm Sr. in a representative capacity by Power of Attorney, no such Power of Attorney is attached to these filings and last summer Counsel Shraiberg refused to provide any alleged power of

attorney to counsel Inger Garcia which is another reason for an Evidentiary hearing at a continued date.

22. Likewise, by his own conduct and representations to the Bankruptcy Court of Judge Kimball in Petition #: 22-13009-EPK, attorney Shraiberg informed Judge Kimball On the Record at the very first Status Conference held May 25, 2022 that the Private Note mortgage that was the subject of the State Foreclosure had been held by Walter E. 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 Patricia 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 entirety. It says Walter Sahm and his wife, Patricia Sahm 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



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

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

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 Shraiberg and Joanna Sahm both knew of these parties and their legal and equitable claims and these parties should have had Notice of these motions.
40. The Stansbury Affidavit further shows equities in my favor and family's favor as it shows the plans that should have paid off the Note and Mortgage years ago and the friendly nature of business with Simon Bernstein and Walt Sahm before the monies and cases were hijacked by attorneys after their passing. See Exhibit 5, Stansbury Affidavit who could also testify at a Continued Hearing for an Evidentiary Hearing.
41. This Court should know my father Smon Bernstein and Walter Sahm were friends and involved in business deals and that is how this private Note Mortgage came about and it is only due to misconduct and hijacking of the

case and interests by the lawyers, Sweetapple in collusion with Alan Rose for my brother and now Shraiberg and Joanna Sahm that hostilities are present which are now in process to be Settled with Patricia A. Sahm, the real party in interest.

42. My wife and I were both named as Creditors of BFR and have Life interests in the property by Estate planning and actions by my father now deceased and have equitable interests contributing to the upkeep of the property for years and my sons have direct financial contributions to the property. See Stansbury Affidavit, Exhibit 5 who was a very good friend of Walter Sahm.

43. Failure to provide notice to these parties makes the Motions under Documents No 9 and 15 defective and must be dismissed.

GOOD FAITH CHAPTER 13 FILING NOT PROHIBITED BY JUDGE KIMBALL'S ORDER AND WAS FILED FOR LEGITIMATE BANKRUPTCY PURPOSE, FRESH START BREATHING ROOM FOR INDIVIDUAL REORGANIZATION WHILE SETTLEMENT AND COMPROMISE PROCESS UNDER WAY

44. The assertion by Mr. Shraiberg and Joanna Sahm that Judge Kimball's Order prohibited my filing is plain nonsense and the language of the Order does not and did not prohibit this filing which was not part of a scheme or tag team but instead a good faith filing.

45. This was an individual Chapter 13 filing not prohibited by any Order and was not filed for BFR or against BFR involuntary.
46. I am scheduled for Quadruple bypass surgery and have mounting medical bills, medical emergencies and debts listed in my Matrix all impacting my life individually in addition to improper threats and risks of being homeless from an improper sale. Thus, my filing was not simply about the property but the claimed Debt by the Judgment is a significant debt impacting my life planning and reorganization.
47. The Final Judgment itself is BOTH for Financial and possession and as written I am a Defendant party responsible for the financial Judgment and in fact Judge Kastranakes had stated on the Record in Transcripts that he could not tell "who" owed the money but "someone" did and this my filing is in good faith.
48. This Financial Judgment is the largest presently and I am a named responsible defendant.
49. I have massive medical issues daily and the filing was proper for reorganization of these matters and get the fresh start and "breather" contemplated by Chapter 13.
50. I can bring in the William 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 referenced 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

NOT A CERTIFIED COPY

Subject: FW: Emergency Filings and Request to Withdraw Motions or Continue Hearing Bankruptcy Petition #: 23-12630-PDR

Date: Thursday, April 13, 2023 at 8:08:01 AM Eastern Daylight Time

From: Eliot <iviewit@iviewit.tv>

BCC: Eliot <iviewit@iviewit.tv>

From: Guardian Alert <iviewit@iviewit.tv>

Date: Wednesday, April 12, 2023 at 8:53 PM

To: <bss@slp.law>

Subject: Emergency Filings and Request to Withdraw Motions or Continue Hearing Bankruptcy Petition #: 23-12630-PDR

Re: Emergency Filings and Request to Withdraw Motions or Continue Hearing Bankruptcy Petition #: 23-12630-PDR

Mr. Shraiberg,

I respectfully request and suggest that your office Withdraw all Motions for Relief in my Bankruptcy Case Petition #: 23-12630-PDR and cancel the Hearing for tomorrow, April 13, 2023 or alternatively Consent to Continue tomorrow's Hearing until a proper Evidentiary Hearing can be scheduled.

In the event you do not agree to either Withdraw your motions entirely or Consent to Continue tomorrow's hearing, I will be making Emergency filings under the Local Rules and will provide a copy of such filings at the earliest possible convenience. I am confident I will show a proper basis for these requests in my filings.

Thank you.

Eliot Bernstein, Debtor

Pro Se

April 12, 2023

Eliot Ivan Bernstein
YouTube Inventor Scapegoated by Big Law
and Courts for Decades Now Protected by
NY Law Offices of Lalit K. Jain Esq. helping
All Courts to Self-lift the Self-inflicted
Baby Bastard Curse ("BBC")

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

Please click www.TruthIsPrudence.Com, download, print and use upgraded legal service to help all Courts end the felony crime of scapegoating you and your family.

This e-mail message (and any attachment(s)) is covered by the *Electronic Communications Privacy Act*, 18 U.S.C. §§ 2510-2521, is intended only for the person or entity to whom it is addressed, and is a legally **PRIVILEGED** and **CONFIDENTIAL** communication.

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EXHIBIT 2

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MOVANTS' EXHIBIT 26

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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

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April 28, 2022

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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.

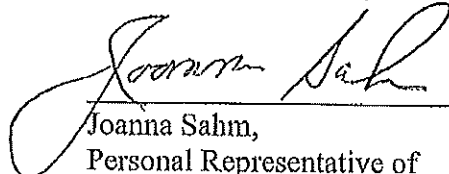
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April 28, 2022
Page 3

All the terms and conditions contained in this letter and the Addendum have been
REVIEWED, ACKNOWLEDGED AND ACCEPTED by Client this 30 day of April 2022.



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



Patricia A. Sahm

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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 {4209/000/00538723}

April 28, 2022

Page 5

ancillary services, such as outside duplication services, trial graphics, imaging and data basing of documents and fee based computerized legal research. The Client will be responsible for all of these types of costs (i.e., out of the ordinary or third-party costs) incurred on the Client's behalf. However, the Client will not be charged for routine internal costs, such as charges for long distance telephone calls, in-house routine photocopy services, faxes, valet parking, routine postage, etc. In order to allocate these expenses fairly and to keep our hourly rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as "costs advanced," "costs incurred," or "disbursements."

Major out-of-pocket expenses, including outside fees and expenses (such as experts, investigators, consultants, court reporters, etc.), will not be advanced by us unless special arrangements are made in advance. Said expenses will be billed directly or forwarded to the Client.

4. **BILLING:** The Firm's invoices generally will be prepared and mailed during the month following the month in which services are rendered and costs advanced. The Firm's invoices are due for payment upon receipt of the invoice. When the Firm represents a client in litigation and a money judgment is obtained, the Firm may, at its option, take the Firm's outstanding fees and disbursements from the money judgment. If the Firm represents the Client on more than one matter, the Firm reserves the right to apply balances from one matter against other matters.

5. **RETAINER:** It is the Firm's policy to require advance payments before the Firm renders services. The Firm's retainer will be the amount set forth in the Accompanying Letter. As the retainer is used by the Firm for payment of ongoing fees, the Client will replace it upon request. If this is a litigation matter, the Firm's obligation to continue rendering legal services and advancing this matter to trial is dependent upon: (a) the Client being 100% current on all outstanding fee and cost obligations for a period beginning thirty (30) days prior to the first day of trial and continuing through the first day of trial; and (b) the payment by the Client at least thirty (30) days prior to the first day of a trial of a retainer equal to the amount estimated by the Attorney in Charge that will be incurred by the Client in fees and costs for the duration of the trial. If either of the foregoing terms is not complied with, the Client agrees that the Firm has the right to immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw, as set forth in this paragraph.

6. **SECURITY FOR FEES AND COSTS:** Florida law provides the Firm with the right to impose a lien upon documents, money and other intangibles and materials coming into possession by the Firm to secure the payment of its fees and expenses. Client expressly grants the Firm with a lien on the retainer. This retaining lien, as well as appropriate charging liens, may be asserted by the Firm in appropriate circumstances.

7. **EMPLOYMENT OF EXPERTS OR ADDITIONAL PROFESSIONALS:** In the event the Firm deems it necessary to employ additional experts or professionals with specialized skills (e.g., accounting, surveying, appraisals, environmental audits, etc.), then, after {4209/000/00538723}

April 28, 2022

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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 {4209/000/00538723}

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Page 7

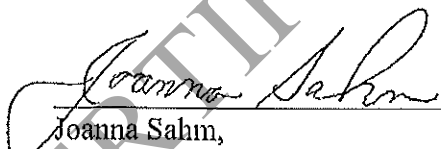
future enforcement of that provision or of any other provision of this Agreement by that party or any other party.


14. **AMENDMENTS:** This Agreement may be amended at any time by mutual consent of the parties hereto, with any such amendment to be unenforceable unless in writing, signed by the Firm and the Client.

15. **APPLICABLE LAW:** This Agreement shall be governed for all purposes by the internal laws of the State of Florida, without regard to provisions applicable to conflict of laws. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

16. **JURISDICTION AND VENUE:** Any dispute resolution proceeding arising from or relating to this Agreement shall be instituted only in Palm Beach County, Florida, the place where the Client agrees this Agreement shall be deemed to have been executed. Each party hereto submits to the exclusive jurisdiction of the State or Federal courts of the State of Florida.

REVIEWED, ACKNOWLEDGED AND ACCEPTED this ____ day of April 2022


Joanna Sahn,
Personal Representative of
the Estate of Walter E. Sahn, Jr.


Patricia A. Sahn

{4209/000/00538723}

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000116

EXHIBIT 3

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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 December of 2021, which appointed Joanna E. Sahm as my agent and Joanna E. Sahm as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 28 of MARCH, 2023.

Signature of Principal

Patricia A. Sahm

Print Name

Patricia A. Sahm

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.



We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Araceli Rodriguez
Witness's Signature

10103 Countrybrook Rd Boca Raton 33428
Address

Marie M. Laplante
Witness's Signature

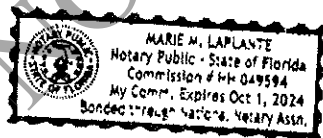
MARIE M. LAPLANTE
1600 NW 9th AVE Suite 20
BOCA RATON, FL 33432
NOTARY ACKNOWLEDGMENT

[State of Florida]

County of PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th (numeric date) day of MARCH (month), 2023 (year), by PATRICIA SAHM (name of person acknowledging).

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: Florida DL

Type of Identification Produced: _____



EXHIBIT 4

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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

NOT A CERTIFIED COPY

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

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

CASE NO.: 50-2018-CA-002317

WALTER E. SAHM and
PATRICIA SAHM,

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY, LLC and
ALL UNKNOWN TENANTS.

Defendants

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

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

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

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

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

6. In around 2007, Walt 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 Sahn.

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

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

10. Simon Bernstein shared with me that he had sufficient assets at that time to pay for the Sahm home in full. Both the Note and Mortgage to Walt and Pat Sahm for \$110,000.00 and the "Second Mortgage" from BFR, LLC back to Simon Bernstein were done specifically and only as asset protection to create an additional layer to protect the property against potential adversaries or creditors against Eliot. My recollection is that Walt and Pat agreed to accept interest only on the mortgage for a period of time and then the terms would be renegotiated.
11. Since I was Simon's business partner and friend, I knew from direct conversation with Simon that he had the more than enough assets to pay off in full the Note and Mortgage to the Sahms. I asked Simon directly what I was supposed to do if I was acting as Trustee regarding the 2 mortgages. I was instructed by Simon that, upon his death, to immediately pay off the Sahms in full plus applicable interest. I was also instructed to "tear up" the Second Mortgage as this was only created as an asset protection vehicle and no repayment or consideration was ever expected.

12. I further knew from direct conversations with Simon Bernstein that neither the payoff in full to the Sahms on the Note and Mortgage nor the "paper tiger" Second Mortgage were in any way to reduce or diminish the amounts Eliot Bernstein and Family would receive from the respective Estates and inheritance from Shirley or Simon Bernstein.

13. I asked Simon if I were no longer willing or able to serve as Trustee should I appoint one of his children, or spouses of children, as the successor trustee. Simon told me that under no circumstances was I to appoint any of his children, or their spouses, to have anything to do with any aspect of his estate. He told me that if that ever happened his family would be ruined forever.

14. My lawyer, Peter Feaman, filed a document in one of the court proceedings showing that Simon had drafted language to reflect this into his testamentary documents. Based upon the documents, it appears that none of Simon's children should be acting as a Fiduciary over certain Trusts not only because they were considered predeceased in the documents, but because it was against his stated wishes.

15. I have no personal knowledge that either Shirley or Simon's Estates or Trusts have even been properly accounted for to this day.

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

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

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

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

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

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

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

Dated: 3/7/2022

William E. Stansbury
William E. Stansbury

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

[Signature]

NOTARY PUBLIC



STEVENS MILORD
Commission # HH 133331
Expires September 9, 2026
Updated thru Budget History Services

FLORIDA POWER OF ATTORNEY REVOCATION

Use of this form is for the power of attorney of:

PAS ☒ - Health Care Powers

PAS ☒ - Financial Powers

PAS ☒ - Other: Any and All Powers of Attorneys granted to Joanna E. Sahm

I, Patricia A. Sahm PAS., hereby immediately revoke those portions covering decisions of the document titled Power of Attorney, that I previously executed on the any of July of 2020 through Feb., 2023 which appointed Joanna E. Sahm as my agent and unknown individual as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 13 of April, 2023.

Signature of Principal Patricia A. Sahm

Print Name Patricia A. Sahm PAS.

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.



000133

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

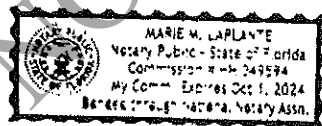
NOTARY ACKNOWLEDGMENT

[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 ^{P.A.S.} (name of person acknowledging).

(Seal)



marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: X

Type of Identification Produced: Florida Driver's License



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

IN RE: GUARDIANSHIP OF

Case No.

PATRICIA A. SAHM
Ward.

PETITION FOR APPOINTMENT OF PLENARY GUARDIAN
(Incapacity - person and property)

Petitioner JOANNA E. SAHM alleges:

1. Petitioner, JOANNA E. SAHM ("Petitioner" or "Joanna"), who is over eighteen years of age, presently resides at 1072 S. US Highway 1, Jupiter, Florida 33477.
2. Petitioner's mother, PATRICIA A. SAHM ("Ward" or "Patricia"), an alleged incapacitated person who was born on August 2, 1940 and who is 81 years of age, resides at 21843 Town Place Drive, Boca Raton, Florida 33433.
3. The nature of the Ward's incapacity is Alzheimer's-related Dementia which has significantly impaired her short-term memory.
4. Ward is the grantor of the Patricia A. Sahm Revocable Trust dated July 1, 2020 having Patricia A. Sahm and Joanna E. Sahm as its co-Trustees.
5. Further, Ward has previously executed that certain *Durable Power of Attorney* dated November 9, 2021 and *Designation of Health Care Surrogate* dated July 1, 2020 (collectively, "Advanced Directives"); true and copies of such Advanced Directives are attached hereto and marked as **Exhibit A**.
6. Petitioner has recently learned, in conjunction with the matter styled as *In Re Eliot Bernstein* and bearing Case No. 23-12630-PDR, pending before the Bankruptcy Court in and for the Southern District of Florida, within which proceeding Ward is an interested party as a creditor, that Ward has purportedly executed certain Florida Power of Attorney Revocation on each of March 28, 2023 (to revoke any powers of attorney executed in December 2021 and appointing Petitioner) and April 13, 2023 (to revoke any powers of attorney executed between July 2020 and

February 2023 and appointing Petitioner). True and correct copies of the foregoing (“Revocations”) are collectively attached hereto and marked as **Exhibit B**.

7. Upon information and belief, such revocations were obtained with the assistance of Petitioner’s sister, Patricia A. Sahm, Jr., who would appear to be assisting the bankruptcy debtor to the detriment of the Ward. Though such documents may have provided an alternative to the appointment of a guardian, same have been revoked. Upon inquiry, Ward had no recollection of the Renunciations.

8. Petitioner is unable to confirm such belief as there is currently an *Agreed Final Judgment of Injunction for Protection Against Domestic Violence without Minor Children (After Notice)* in place within the matter styled as Joanna E. Sahm v. Patricia A. Sahm, Jr., File. No. 502023DR000716 pending before this court, which precludes any communication between the Petitioner and her sibling. Such injunction was obtained following Patricia A. Sahm, Jr.’s having threatened Petitioner with a handgun while at the Ward’s home on, or about, January 24, 2023. See the *State of Florida v. Patricia A. Sahm*, Case No. 502023CF00747.

9. Ward, in accordance with that certain *Declaration of Preneed Guardian for Patricia A. Sahm* dated July 1, 2020, has designated her spouse, Walter E. Sahm, then Petitioner, to serve as guardian of her person and property, if necessary; Ward was predeceased by her spouse on January 5, 2021; a true and correct copy of the Ward’s Declaration is attached hereto and marked as **Exhibit C**.

10. The names and addresses of the next of kin of the Ward are:

NAME	ADDRESS	RELATIONSHIP
Joanna E. Sahm	1072 S. US Highway 1 Jupiter, Florida 33477	Daughter
Patricia A. Sahm	160 Laurel Lane Beech Mountain, North Carolina 28604	Daughter

11. The nature and value of the property subject to guardianship are as follows:

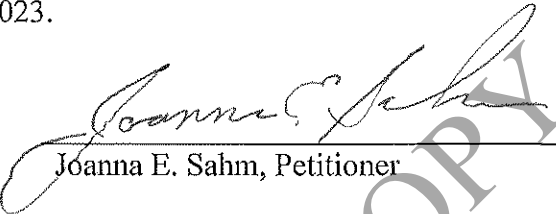
DESCRIPTION	VALUE
Mortgage Note Receivable	\$400,000

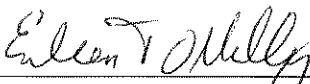
12. Reasonable search has been made for all of the information required by Florida law and by the applicable Florida Probate Rules. Any such information that is not set forth in full above cannot be ascertained without delay that would adversely affect the Ward or the Ward’s property.

WHEREFORE, Petitioner respectfully requests that a professional guardian be randomly selected from the guardianship wheel to be appointed by the Court to serve as the plenary guardian of the person and property of the Ward.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on this 17th day of April, 2023.


Joanna E. Sahm, Petitioner


Eileen T. O'Malley, Esq.
Florida Bar Number: 314331
E-Mail Address:
eileen.omalley@nelsonmullins.com
Nelson Mullins Riley & Scarborough, LLP
Attorneys for Petitioner
360 South Rosemary Ave., Suite 1410
West Palm Beach, FL 33401
Telephone: (561) 832-3300

DESIGNATION OF HEALTH CARE SURROGATE

I, **PATRICIA A. SAHM**, designate as my health care surrogate under Section 765.202, Florida Statutes, my husband, **WALTER E. SAHM, JR.** If **WALTER E. SAHM, JR.** is not willing, able, or reasonably available to perform his duties, I designate as my alternate health care surrogate my daughter, **JOANNA SAHM**. If **JOANNA SAHM** is not willing, able, or reasonably available to perform her duties, I designate as my alternate health care surrogate my nephew, **CHARLES J. REVARD**.

INSTRUCTIONS FOR HEALTH CARE

I authorize my health care surrogate to:

(P.S.) Receive any of my health information, whether oral or recorded in any form or medium, that:

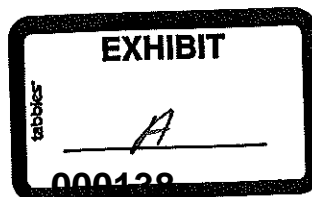
1. Is created or received by a health care provider, health care facility, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
2. Relates to my past, present, or future physical or mental health or condition; the provision of health care to me; or the past, present, or future payment for the provision of health care to me.

I further authorize my health care surrogate to:

(P.S.) Make all health care decisions for me, which means he or she has the authority to:

1. Provide informed consent, refusal of consent, or withdrawal of consent to any and all of my health care, including life-prolonging procedures.
2. Apply on my behalf for private, public, government, or veterans' benefits to defray the cost of health care.
3. Access my health information reasonably necessary for the health care surrogate to make decisions involving my health care and to apply for benefits for me.
4. Decide to make an anatomical gift pursuant to part V of chapter 765, Florida Statutes.

While I have decision-making capacity, my wishes are controlling and my physicians and health care providers must clearly communicate to me the treatment plan or any change to the treatment plan prior to its implementation.



To the extent I am capable of understanding, my health care surrogate shall keep me reasonably informed of all decisions that he or she has made on my behalf and matters concerning me.

THIS HEALTH CARE SURROGATE DESIGNATION IS NOT AFFECTED BY MY SUBSEQUENT INCAPACITY EXCEPT AS PROVIDED IN CHAPTER 765, FLORIDA STATUTES.

PURSUANT TO SECTION 765.104, FLORIDA STATUTES, I UNDERSTAND THAT I MAY, AT ANY TIME WHILE I RETAIN MY CAPACITY, REVOKE OR AMEND THIS DESIGNATION BY:

- (1) SIGNING A WRITTEN AND DATED INSTRUMENT WHICH EXPRESSES MY INTENT TO AMEND OR REVOKE THIS DESIGNATION;
- (2) PHYSICALLY DESTROYING THIS DESIGNATION THROUGH MY OWN ACTION OR BY THAT OF ANOTHER PERSON IN MY PRESENCE AND UNDER MY DIRECTION;
- (3) VERBALLY EXPRESSING MY INTENTION TO AMEND OR REVOKE THIS DESIGNATION; OR
- (4) SIGNING A NEW DESIGNATION THAT IS MATERIALLY DIFFERENT FROM THIS DESIGNATION.

MY HEALTH CARE SURROGATE'S AUTHORITY BECOMES EFFECTIVE WHEN MY PRIMARY PHYSICIAN DETERMINES THAT I AM UNABLE TO MAKE MY OWN HEALTH CARE DECISIONS UNLESS I INITIAL EITHER OR BOTH OF THE FOLLOWING BOXES:

IF I INITIAL THIS BOX [P.S.], MY HEALTH CARE SURROGATE'S AUTHORITY TO RECEIVE MY HEALTH INFORMATION TAKES EFFECT IMMEDIATELY.

IF I INITIAL THIS BOX [P.S.], MY HEALTH CARE SURROGATE'S AUTHORITY TO MAKE HEALTH CARE DECISIONS FOR ME TAKES EFFECT IMMEDIATELY. PURSUANT TO SECTION 765.204(3), FLORIDA STATUTES, ANY INSTRUCTIONS OR HEALTH CARE DECISIONS I MAKE, EITHER VERBALLY OR IN WRITING, WHILE I POSSESS CAPACITY SHALL SUPERSEDE ANY INSTRUCTIONS OR HEALTH CARE DECISIONS MADE BY MY SURROGATE THAT ARE IN MATERIAL CONFLICT WITH THOSE MADE BY ME.

Notwithstanding the foregoing, in addition to the other powers granted by this document, my surrogate(s) shall have the power and authority to serve as my personal

representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, (Pub. L. 104-191), 45 CFR Section 160 through 164.

This designation revokes any prior designation of a health care surrogate I may have executed.

Signed and witnessed by means of physical presence by **PATRICIA A. SAHM** on this 1 day of July, 2020.

Patricia A. Sahm
PATRICIA A. SAHM

Witnesses:

Doug Collins
Print Name:

Glen S. Ferguson
Print Name:

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **PATRICIA A. SAHM**, a legal resident of the County of Marion, State of Florida, desiring to execute a DURABLE POWER OF ATTORNEY, do hereby make, constitute and appoint my daughter, **JOANNA E. SAHM**, as my Attorney-in-Fact for me and in my name, place and stead to do and perform all acts, deeds, matters and things whatsoever concerning my property and personal affairs necessary and advisable in the judgment of my said Attorney-in-Fact as fully and effectually to all intents and purposes as I could do if personally present and acting, including, but not limited to, each and every one of the following matters:

1. REAL PROPERTY TRANSACTIONS.

(a) To buy, contract to buy, receive, lease or rent for any term, accept, or otherwise acquire real estate or any options thereon or interests therein, including any and all rights for the development of oil, gas or other mineral deposits, wherever situated, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper, in my name, or jointly in my name and that of any other party or parties including my Attorney-in-Fact;

(b) To sell, contract to sell, mortgage, encumber, exchange, lease or rent for any term, grant options to purchase, convey, transfer in trust or otherwise dispose of any or all real estate in which I now have or may hereafter acquire right, title or interest, including any and all rights for the development of oil, gas or other mineral deposits, whether such real estate be homestead or non-homestead, or whether such real estate be owned as community property, in joint tenancy, tenancy by the entireties, tenancy in common or in any other manner or capacity, and in my name, or jointly with any other party or parties, including my Attorney-in-Fact, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper;

(c) To sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind and nature, as may be necessary or convenient, containing such terms and conditions, and such warranties and covenants, if any, as my Attorney-in-Fact shall deem advisable, and further to waive, release, relinquish and convey any homestead estates, rights under homestead exemption laws, dower, curtesy estate or elective share and all other rights or interests to which I may at any time be entitled;

(d) To manage, utilize, insure, conserve, demolish, repair, rebuild, alter or improve any real estate or structure thereon, owned or claimed to be owned by me in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals or objects therefrom, and the execution and delivery of any corrective instruments as may be required from time to time; and

(e) To convey or mortgage homestead property, and if the principal is married, the Attorney-in-Fact may not mortgage or convey homestead property without joinder of the *relation* of the principal or the *relation*'s legal guardian.

2. PERSONAL PROPERTY TRANSACTIONS.

(a) To buy, contract to buy, accept, sell, exchange, mortgage, pledge, lease or rent, contract for the repair of, insure, and in any and every manner deal in and with any and all personal property of every kind whatever, tangible or intangible, which I may own or in which I now have or hereafter may acquire, any right, title or interest, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper;

(b) To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect the proper registration and licensing of any automobiles or other vehicles in which I now or may hereafter have an interest;

(c) To enter into contracts for the storage of tangible personal property of every kind;

(d) To take possession and order the removal and shipment of any of my property from or to any station, post, warehouse, depot, dock, or other place of storage, safekeeping, or use, governmental or private, and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or other instrument necessary or convenient for such purposes; and

(e) To execute stock powers or similar documents on behalf of the principal and delegate to a transfer agent or similar person the authority to register stocks, bonds, or other securities either into or out of the principal's or nominee's name.

3. BUSINESS AND INVESTMENT TRANSACTIONS.

(a) To conduct business and investment transactions as provided in Section 709.2208(2), Florida Statutes including, but not limited to, authority to demand, sue for, recover, receive, compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, taxes, and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, whether individually, as a partner (general or limited), a sole proprietor, or as a member of any joint venture, business trust, land trust, limited liability company, and any other domestic or foreign form of organization, to incorporate or join with others in incorporating any business, property or assets of mine, and to make changes from time to time, by organization, incorporation, sale, exchange, reorganization, liquidation or dissolution of any character, in the style or form of the ownership or the conduct of any business or venture;

(b) To sell and deliver all or any parts of my non-business assets, upon such terms and conditions and for such price or prices and at such time or times as my Attorney may deem proper to pay business expenses of any businesses which I may own, even if those businesses are in financial trouble, and to carry on and transact every kind of business on my behalf, in my name or jointly in my name and that of any other person or persons, including my Attorney-in-Fact, and including, but not limited to, transactions concerning any and all investments and shares of stock, bonds, mutual funds, securities, debentures, notes, commodities, options including, without limitation, call and put options on stocks and stock indexes, futures contracts, annuities and certificates of deposit, letters of credit, proxies, warrants, commercial paper, in all forms of accounts including, without limitation, all forms of retirement accounts and Individual Retirement Accounts, on such terms, considerations and conditions as my Attorney-in-Fact may deem proper and to invest and reinvest and exchange investments, and to execute

and deliver good and sufficient instruments for the accomplishment thereof, and to act as my attorney or proxy with respect to any stocks, shares, bonds, mutual funds, securities, debentures, notes, commodities, options or other investments, rights or interests as I may now or hereafter hold and to exercise voting rights with respect to investment instruments in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

4. BANK TRANSACTIONS. To conduct banking transactions as provided in 709.2208(1), Florida Statutes, and to conduct investment transactions as provided in 709.2208(2), Florida Statutes, including, but not limited to, the following actions:

(a) As to any bank, building and loan association, trust company, credit union or other financial institution including, without limitation, brokerage houses, insurance companies and the United States Postal Savings ("Financial Institution") to deposit, withdraw or draw checks, cashiers checks and drafts upon any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money on any savings or checking accounts, money market accounts or funds, or any other type of account in my name;

(b) To open or close any type of account or accounts, and to receive statements, cancelled checks, vouchers and notices of other documents from any Financial Institution or other transactions in my name or in which I may have an interest;

(c) To apply for, receive, and use debit cards, electronic transaction authorizations, and traveler's checks from a Financial Institution, and to use, charge, or draw upon any line of credit, credit card, or other credit established by the principal with a Financial Institution, and to consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a Financial Institution;

(d) To have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom at any time, or from time to time, all or any part of the contents of any such box or vault and to close such box;

(e) To purchase, endorse and negotiate checks, cashiers checks, official checks, counter checks, bank drafts, money orders and similar instruments and other negotiable paper of mine or payable to me or to my order;

(f) To borrow money and to execute in my name any instrument evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I may in any way be liable and to guarantee debts of others, where appropriate, and to pledge my assets in such circumstances; and

(g) To pay all sums of money at any time or times that may hereafter be owing by me upon any bill of exchange, check, draft, note or trade acceptance, made, executed, endorsed, accepted and delivered by me, or for me, or in my name, by my Attorney-in-Fact.

5. TAXES. To make, execute and file income and all other tax returns and declarations of estimated tax required to be made by me by any law or regulation of any government or governmental authority, to represent and act for me in all tax matters in dispute or litigation, in any governmental department, board or court, to receive, endorse, and collect checks in settlement of any refund of taxes, to execute consents agreeing to a later determination

of taxes than is provided by statutes of limitation, to execute closing agreements relative to tax liabilities, to file claims for abatement, refund, or credit taxes, to make any adjustments or settlements and to sign any and all receipts, waivers, settlements and to sign any and all receipts, waivers, settlements or agreements pertaining to all income or other taxes assessed against me or my property by statute.

6. INSURANCE TRANSACTIONS.

(a) To pay the premiums or modify, rescind, release, terminate, or execute any rights, privileges, or options on any contract of life, accident, health, disability, liability, property or other insurance presently owned by me or by any person on my behalf, or hereafter acquired;

(b) To procure new, different, or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability, or loss;

(c) To apply for, and receive, any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise any election or conversion rights, and to demand, receive or obtain any money, dividend or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated;

(d) To file or process claims for any medical bills with all insurance companies through which I have coverage, including but not limited to Medicare and Medicaid, and to receive from any insurer information obtained in the adjudication of any claim in regard to services furnished to me under Title 18 of the Social Security Act.

7. MEDICAL DECISIONS. To the extent that I have not provided direction in a separate document, to make medical (including dental) decisions concerning my health or well-being in the event I am unable to make such decisions in accordance with Florida Statutes, Chapter 765, including, but not limited to the following:

(a) To authorize the giving or withdrawing of any medical procedure on my behalf, even though it might be against medical advice, including without limitation withholding forced feeding through tubes, or otherwise;

(b) To remove me from any medical institution, nursing home, or similar medically supervised environment, including removing me to another state, even if such removal is contrary to medical advice;

(c) To pay heed to my thoughts and desires as expressed in any health care advance directive that I may have executed;

(d) For purposes of making the decisions specified in this Durable Power of Attorney, my Attorney-in-Fact is hereby designated as my "personal representative" within the meaning of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations thereunder ("HIPAA") for purposes of requesting, receiving, using, disclosing, amending and otherwise having access to my personal representative, individually-identifiable health information; and

(e) To demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege or any similar privilege.

8. PERSONAL TRANSACTIONS.

(a) To do all acts necessary for maintaining my customary standard of living, to provide living quarters for me by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization payments, repairs and taxes and if, in the judgment of my Attorney-in-Fact, I will never be able to return to my living quarters from a hospital, hospice, nursing home, convalescent home or similar establishment, to lease, sublease or assign my interest as lessee in any lease or protect or sell or otherwise dispose of my living quarters (investing the proceeds thereof as my Attorney-in-Fact deems appropriate) for such price and upon such terms, conditions and security, if any, as my Attorney-in-Fact shall deem appropriate, and to store and safeguard or sell for such price and upon such terms, conditions and security, if any, as my Attorney-in-Fact shall deem appropriate or otherwise dispose of any items of tangible personal property remaining in my living quarters which my Attorney-in-Fact believes I will never need again (and pay all costs thereof);

(b) To provide nurses and sitters and normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and if necessary to make all necessary arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment;

(c) To do all acts necessary for maintaining the customary living standard of my dependents including, by way of illustration but not limitation, provision of such living quarters and their maintenance and operation, food, clothing, medical, surgical and dental care, educational facilities and other incidental living expenses to which my dependents are accustomed;

(d) To continue the discharge of any service or duties assumed by me to my family, relatives or friends, and to continue payments incidental to my membership in, or affiliation with, any church, club, society, or other organization; and

(e) To the extent that I have not provided direction in a separate document, to nominate on my behalf a person (including my Attorney-in-Fact) or entity to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to determine my competency.

9. REPRESENTATION AND EMPLOYMENT OF ASSISTANCE.

(a) To initiate, institute, defend, continue, compromise, arbitrate, mediate, settle and dispose of, legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other similar proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained, including for the recovery of any and all sums of money or payments due or to become due to me, and to collect on any judgments recovered by me and execute satisfactions of the same, and to file any proof of debts, or take any other

proceedings under the Bankruptcy Act, or under any law of any state or territory of the United States, in connection with any such claim, debt, money or demand, and, in any such proceeding or proceedings, to vote in the election of any trustee or trustees, or assignee or assignees, and to demand, receive and accept any dividend or dividends, or distribution or distributions that may be or become payable therein or thereunder; and

(b) To hire, engage, employ and appoint agents including, but not limited to, employees, counsel, accountants, financial service professionals, physicians and nurses, and domestics and enter into "personal service contracts" on my behalf even if such personal service contract is with my Attorney-in-Fact, upon such terms and conditions and at such compensation as my Attorney-in-Fact shall deem proper in the exercise of the powers herein granted, and to dismiss and remove at pleasure any such agents, employees and counsel as well as any agents, employees, and counsel heretofore or hereafter employed by me or in my behalf.

10. MISCELLANEOUS:

(a) To sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted;

(b) To modify, reform, renegotiate or rescind any contract or obligations heretofore or hereafter made by me or in my behalf; and

(c) To apply for or seek maintenance on my behalf from all available sources to receive public assistance, including but not limited to, the Supplemental Security Income Program (SSI); the Old Age Survivor and Disability Insurance Program (OASDI); the Medicaid Program; the Veterans Administration, and additional, similar, or successor programs; and any private support sources.

ADDITIONAL POWERS. In addition to the powers enumerated above, my Attorney-in-Fact shall have each of the following powers only if I have initialed the power where indicated in the margin beside the paragraph setting forth the power (I may select any number of these powers):

11. GIFTS AND DISCLAIMERS.

P.S. (a) To make gifts, grants or other transfers without consideration, either outright or in trust, including gifts to or in trust for my Attorney-in-Fact, for estate planning or other long term care needs planning to or for the benefit of any one or more of my family members including, without limitation, my descendants, my spouse, or a charitable institution, and my Attorney-in-Fact including the forgiveness of indebtedness, the creation of charitable pledges, and the completion of any charitable pledges I may have made, to make payments for the college and post-graduate tuition and medical care of any descendant of mine, to consent to the splitting of gifts under Internal Revenue Code Section 2513 (or successor sections thereto) and to make gifts or other transfers to non-family members consistent with my past giving, but except as otherwise set forth specifically at the end of this section, no such gifts or conveyances shall, without prior approval from a court of competent jurisdiction, be made to or for the benefit

of my Attorney-in-Fact or his or her spouse, or which would be deemed to discharge any legal obligation of my Attorney-in-Fact; provided, however, such prior court approval shall not be required with respect to (i) such gifts or conveyances which are less than the greater of \$5,000.00 or five percent (5%) of the assets under the control of my Attorney-in-Fact and do not exceed the maximum amount which can be transferred without creating a taxable gift under the provisions of Section 2503 of the Internal Revenue Code or (ii) gifts made only for the health, education, maintenance or support of my Attorney-in-Fact or his or her spouse and, notwithstanding the foregoing power and notwithstanding anything to the contrary contained herein or otherwise, no such gifts or conveyances shall be permitted hereunder if such action would be detrimental to my economic welfare;

P.S.
P.S.
(b) To make gifts of personal property;

(c) The foregoing notwithstanding, my Attorney-in-Fact may disclaim, in accordance with the laws of any state and Section 2518 of the Internal Revenue Code of 1986 (or successor sections thereto), any interest in property, including powers of appointment, that would otherwise have passed to me, even if the result of such disclaimer is that some or all of such disclaimed property passes to my Attorney-in-Fact.

P.S.
12. RETIREMENT PLANS AND ANNUITIES.

(a) To deal with all aspects of, make any elections, and remove funds from any and all retirement plans (qualified or non-qualified under the Internal Revenue Code of 1986, as amended), including, but not limited to, individual retirement accounts, rollovers and voluntary contributions;

P.S.
(b) To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

P.S.
13. MISCELLANEOUS PROVISIONS:

(a) To amend, modify, revoke or otherwise deal with that certain trust agreement known as the "PATRICIA A. SAHM REVOCABLE TRUST", dated _____, 2021, as may be amended and restated, with myself, as Settlor;

P.S.
(b) To amend, modify, revoke or otherwise deal with that certain trust agreement known as the "WALTER E. SAHM, Jr., and PATRICIA A. SAHM REVOCABLE FAMILY LIVING TRUST", dated August 31, 1999, as may be amended and restated, with myself and my late husband, as Settlers;

P.S.
(c) To create, amend, modify, or revoke any document or other disposition effective at the principal's death;

P.S.
(d) To conduct all trust and trust related transactions, including; (a) transferring properties (real and personal) from the principal to Trustees of trusts (revocable and irrevocable) established by the principal alone or with others as Settlor; and (b) establishing new trusts (revocable or irrevocable) for the principal herein as Settlor of said trust or trusts (including irrevocable life insurance trusts, charitable remainder and charitable lead trusts, and other inter vivos trusts);

P.S. (e) To establish an irrevocable trust, known as a Miller Trust or Medicaid Income Qualifying Trust, so that I might qualify for Medicaid benefits and my Attorney-in-Fact shall have full power to (i) direct all of my income benefits from whatever source to this trust and (ii) to serve as the trustee of such trust;

P.S. (f) To establish, revoke or change beneficiary designations or designate new or additional primary or contingent beneficiaries for any life insurance or annuity contracts on my life, tax-qualified or non-qualified retirement plans and individual retirement accounts, plans or annuities that provide death benefits as a result of my death and on brokerage or other accounts at financial institutions controlled by beneficiary designations after my death;

P.S. (g) My Attorney-in-Fact is specifically authorized to create in himself/herself, or in an individual to whom my Attorney-in-Fact owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

14. DIGITAL ASSETS: My Agent may access any digital assets I own or in which I am an account holder, either in my own name or jointly with anyone, including but not limited to online accounts relating to email, banks, brokerage firms, Internet service providers, retail vendors, utilities, and mutual funds; to open and close online accounts as my Agent determines is necessary or advisable and in my best interests; and to transfer funds among my online accounts as my Agent deems necessary or advisable. In order to exercise the authority granted above, I further make the following explicit authorizations:

P.S. I authorize my Agent to access, use, and take possession and control of my digital devices including but not limited to desktop computers, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital devices.

P.S. I authorize my Agent to take such actions as necessary, including employing any consultants or agents to advise or assist my Agent, in decrypting any encrypted electronically stored information of mine or in bypassing, resetting, or recovering any password or other kind of authentication or authorization regarding any digital device or digital asset of mine.

P.S. I hereby authorize any individual or entity that possesses, has custody of, or controls any electronically stored information of mine or that provides to me an electronic communication service or remote computing service, whether public or private, to divulge to my Agent (1) any electronically stored information of mine; (2) the contents of any communication that is in electronic storage by that service or that is carried or maintained on that service; and (3) any record or other information pertaining to me with respect to that service. This authorization is to be construed to be my lawful consent under the Florida Fiduciary Access to Digital Assets Act; the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable Federal or state data privacy law or criminal law.

GENERAL PROVISIONS

If at any time my daughter JOANNA fails or ceases to serve as my attorney-in-fact, I appoint my nephew, CHARLES REVAR, as my attorney-in-fact in her place. All successors will have the rights, powers, privileges and discretions specified in this instrument while they are serving as my attorney-in-fact.

All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact."

Despite the foregoing powers, my Attorney-in-Fact may not (i) deal with insurance policies I own on the life of my Attorney-in-Fact, or (ii) except as specifically authorized by this power of attorney, distribute assets so as to discharge a legal obligation of my attorney-in-fact.

I hereby ratify and confirm all lawful acts done by my said Attorney-in-Fact pursuant to this Durable Power of Attorney, and I direct that it shall continue in effect until terminated by me or by operation of law. In addition, I hereby relieve my said Attorney-in-Fact of liability for any acts, failures to act, and decisions made if such acts, omissions, or decisions were taken or made in good faith.

If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, executors, administrators, heirs and assigns, in consideration of my attorney's willingness to act pursuant to this Durable Power of Attorney, to save and hold my Attorney-in-Fact harmless from any loss suffered or any liability incurred by my Attorney-in-Fact in so acting after such revocation or termination without notice.

My Attorney-in-Fact shall keep full and accurate accounts of all transactions for me as my agent. Such accounts will be made available for inspection upon request by me or by my guardian or personal representative. My Attorney-in-Fact need not file any accounts with any court or clerk.

This general power of attorney is a durable power of attorney and shall not be revoked, modified, suspended or otherwise affected by any subsequent disability, incapacity, adjudication or incompetency of the principal, whether physical, mental or both, except as provided by statute (including Chapter 709, Florida Statutes), it being my intent that the powers conferred upon my Attorney-in-Fact hereunder shall be fully exercisable by my Attorney-in-Fact notwithstanding any such disability, incapacity or incompetency.

THIS DURABLE POWER OF ATTORNEY REVOKES ALL PREVIOUS DURABLE POWERS OF ATTORNEY EXECUTED BY ME PRIOR TO TODAY, EXCEPT FOR MEDICAL POWERS OF ATTORNEY AND HEALTH CARE PROXIES.

EXECUTED this 9 day of November, 2021, in conformity with Revised Florida Statute Chapter 709.

WITNESSES:

Sign: [Signature]

Print: Eric Backer

Sign: [Signature]

Print: Dagmar Calver

Patricia A. Sahm
PATRICIA A. SAHM

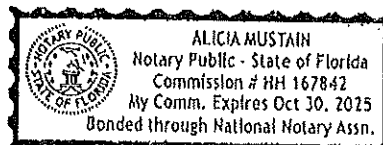
STATE OF FLORIDA

COUNTY OF MARION

SWORN TO and SUBSCRIBED before me by means of physical presence this 9 day of November, 2021, by PATRICIA A. SAHM, who is personally known to me or has produced _____ (type of identification) as identification, who executed the within durable power of attorney, and acknowledged the within durable power of attorney to be her act and deed.

Witness my hand and official seal in the County and State last aforesaid.

Alicia Mustain
Print Name: Alicia Mustain
Notary Public - State of Florida
Serial Number: HH167842
My commission expires: 10/30/2025



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 20 of December, 2021 which appointed Joanna E. Sahm as my agent and Joanna E. Sahm as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 28 of MARCH, 2023.

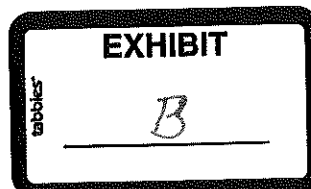
Signature of Principal

Patricia A. Sahm

Print Name

Patricia A. Sahm

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.



We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Aracely Rodriguez
Witness's Signature

10103 Countrybrook Rd Boca Raton 33428
Address

Marie M. Laplante
Witness's Signature

MARIE M. LAPLANTE
1600 NW 2ND AVE Suite 200
BOCA RATON, FL 33432

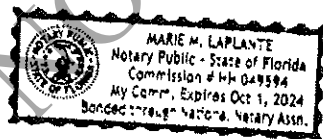
NOTARY ACKNOWLEDGMENT

[State of Florida

County of PALM BEACH]

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28TH (numeric date) day of MARCH (month), 2023 (year), by Patricia SAHM (name of person acknowledging).

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: Florida DL

Type of Identification Produced: _____



FLORIDA POWER OF ATTORNEY REVOCATION

Use of this form is for the power of attorney of:

PAS ☒ - Health Care Powers

PAS ☒ - Financial Powers

PAS ☒ - Other: Any and All Powers of Attorneys granted to Joanna E. Sahm

I, Patricia A. Sahm PAS, hereby immediately revoke those portions covering decisions of the document titled Power of Attorney, that I previously executed on the any of July of 2020 through Feb., 2023 which appointed Joanna E. Sahm as my agent and unknown individual as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 13 of April, 2023.

Signature of Principal Patricia A. Sahm

Print Name Patricia A. Sahm PAS

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.



We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Hobensate Laplante
Witness's Signature

Hobensate Laplante

Address

Marie M. Laplante
Witness's Signature

Marie M. Laplante

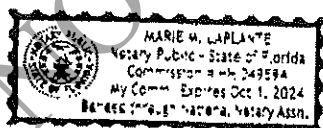
NOTARY ACKNOWLEDGMENT

[State of Florida

County of Palm Beach]

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th (numeric date) day of April (month), 2023 (year), by Patricia A. Sahm ^{PALS} (name of person acknowledging).

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: X

Type of Identification Produced: Florida Driver's License



**DECLARATION OF PRENEED GUARDIAN
FOR
PATRICIA A. SAHM**

I, **PATRICIA A. SAHM** whose social security number ends with -[Last 4 Digits] 6204 presently residing at 8230 SE 177 Winterthur Loop, The Villages, Florida 32162, hereby make the following declaration naming preneed guardians to serve in the event of my future incapacity:

If I am at any time determined to be an incapacitated person, as that term is defined in the Florida Guardianship Law as it now exists or may hereafter be amended, I declare that my husband, **WALTER E. SAHM, JR.**, whose present address of 8230 SE 177 Winterthur Loop, The Villages, Florida 32162, is to serve as plenary guardian of my person and property, to exercise all delegable legal rights and powers and to perform all tasks necessary to care for me and my property or estate.

I further declare that if husband is unable or unwilling to serve as my guardian my daughter, **JOANNA SAHM**, whose present address of 645 Sweetgrass Drive, Blowing Rock, North Carolina 28605 and mailing address PO Box 1922, Blowing Rock, North Carolina 28607, is to serve as plenary guardian of my person and property, to exercise all delegable legal rights and powers and to perform all the tasks necessary to care for me and my property or estate.

I further declare that if **JOANNA SAHM** is unable or unwilling to serve as my guardian my nephew, **CHARLES J. REVARD**, whose present address of 1401 Oak Ridge Drive, Indianapolis, Indiana 46220, is to serve as plenary guardian of my person and property, to exercise all delegable legal rights and powers and to perform all the tasks necessary to care for me and my property or estate.

I further declare that it is my intent and desire that the above-named persons be appointed by the Court having jurisdiction to serve without bond.

Signed on July 1, 2020.

Patricia A. Sahn
PATRICIA A. SAHM

This declaration was signed by the above-named declarant in our joint presence, and at the declarant's request we have signed our names as attesting witnesses in the declarant's presence and in the presence of each other on July 1, 2020.

[Signature]
Witness

2780 NE 48 CT
Address

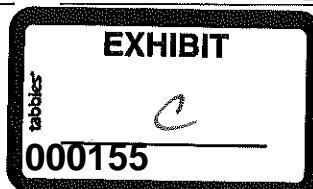
Lighthouse Pt FL

33064

[Signature]
Witness

1900 S OCEAN BLVD
Address

POMPANO BEACH, FL 33062

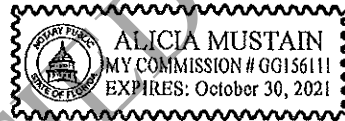


STATE OF FLORIDA
COUNTY OF MARION

This Declaration of Preneed Guardian was acknowledged before me by means of
physical presence on July 1, 2020, by **PATRICIA A. SAHM**.

Personally Known ☒
Produced Identification ☒
Type of Identification Driver's License

Alicia Mustain
Notary Public--State of Florida
Print Notary Name: Alicia Mustain
My Commission Number is: GG156111
My Commission Expires: 10-30-2021



NOT A CERTIFIED COPY

PARTY: P1+
ID# 1 EV# 1
DATE ADMITTED: 8-12-24
Case No: 2018(A002317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT
52



107971588

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 1

000157



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

IN RE: GUARDIANSHIP OF

Case No.

PATRICIA A. SAHM
Ward.

PETITION FOR APPOINTMENT OF PLENARY GUARDIAN
(Incapacity - person and property)

Petitioner JOANNA E. SAHM alleges:

1. Petitioner, JOANNA E. SAHM ("Petitioner" or "Joanna"), who is over eighteen years of age, presently resides at 1072 S. US Highway 1, Jupiter, Florida 33477.
2. Petitioner's mother, PATRICIA A. SAHM ("Ward" or "Patricia"), an alleged incapacitated person who was born on August 2, 1940 and who is 81 years of age, resides at 21843 Town Place Drive, Boca Raton, Florida 33433.
3. The nature of the Ward's incapacity is Alzheimer's-related Dementia which has significantly impaired her short term memory.
4. Ward is the grantor of the Patricia A. Sahn Revocable Trust dated July 1, 2020 having Patricia A. Sahn and Joanna E. Sahn as its co-Trustees.
5. Further, Ward has previously executed that certain *Durable Power of Attorney* dated November 9, 2021 and *Designation of Health Care Surrogate* dated July 1, 2020 (collectively, "Advanced Directives"); true and copies of such Advanced Directives are attached hereto and marked as **Exhibit A**.
6. Petitioner has recently learned, in conjunction with the matter styled as *In Re Eliot Bernstein* and bearing Case No. 23-12630-PDR, pending before the Bankruptcy Court in and for the Southern District of Florida, within which proceeding Ward is an interested party as a creditor, that Ward has purportedly executed certain Florida Power of Attorney Revocation on each of March 28, 2023 (to revoke any powers of attorney executed in December 2021 and appointing Petitioner) and April 13, 2023 (to revoke any powers of attorney executed between July 2020 and

February 2023 and appointing Petitioner). True and correct copies of the foregoing ("Revocations") are collectively attached hereto and marked as **Exhibit B**.

7. Upon information and belief, such revocations were obtained with the assistance of Petitioner's sister, Patricia A. Sahm, Jr., who would appear to be assisting the bankruptcy debtor to the detriment of the Ward. Though such documents may have provided an alternative to the appointment of a guardian, same have been revoked. Upon inquiry, Ward had no recollection of the Renunciations.

8. Petitioner is unable to confirm such belief as there is currently an *Agreed Final Judgment of Injunction for Protection Against Domestic Violence without Minor Children (After Notice)* in place within the matter styled as Joanna E. Sahm v. Patricia A. Sahm, Jr., File. No. 502023DR000716 pending before this court, which precludes any communication between the Petitioner and her sibling. Such injunction was obtained following Patricia A. Sahm, Jr.'s having threatened Petitioner with a handgun while at the Ward's home on, or about, January 24, 2023. See the *State of Florida v. Patricia A. Sahm*, Case No. 502023CF00147.

9. Ward, in accordance with that certain *Declaration of Preneed Guardian for Patricia A. Sahm* dated July 1, 2020, has designated her spouse, Walter E. Sahm, then Petitioner, to serve as guardian of her person and property, if necessary; Ward was predeceased by her spouse on January 5, 2021; a true and correct copy of the Ward's Declaration is attached hereto and marked as **Exhibit C**.

10. The names and addresses of the next of kin of the Ward are:

NAME	ADDRESS	RELATIONSHIP
Joanna E. Sahm	1072 S. US Highway 1 Jupiter, Florida 33477	Daughter
Patricia A. Sahm	160 Laurel Lane Beech Mountain, North Carolina 28604	Daughter

11. The nature and value of the property subject to guardianship are as follows:

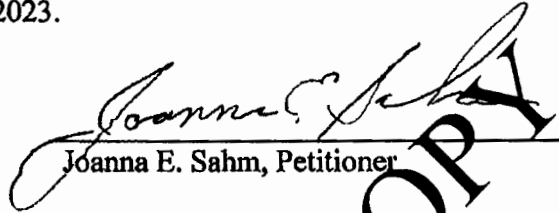
DESCRIPTION	VALUE
Mortgage Note Receivable	\$400,000

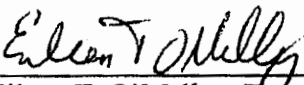
12. Reasonable search has been made for all of the information required by Florida law and by the applicable Florida Probate Rules. Any such information that is not set forth in full above cannot be ascertained without delay that would adversely affect the Ward or the Ward's property.

WHEREFORE, Petitioner respectfully requests that a professional guardian be randomly selected from the guardianship wheel to be appointed by the Court to serve as the plenary guardian of the person and property of the Ward.

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on this 17th day of April, 2023.


Joanna E. Sahm, Petitioner


Eileen T. O'Malley, Esq.
Florida Bar Number: 314331
E-Mail Address:
eileen.omalley@nelsonmullins.com
Nelson Mullins Riley & Scarborough, LLP
Attorneys for Petitioner
360 South Rosemary Ave., Suite 1410
West Palm Beach, FL 33401
Telephone: (561) 832-3300

NOT A CERTIFIED COPY

PARTY: PIT
ID# comp 2 EV# comp 2
DATE ADMITTED: 8-12-24
Case No: 2018CA002317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT
SE



107971601

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER COMP 2

000161



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

CASE NO.: 2018-CA-002317

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

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

Defendants.

NOTICE OF FILING DOCUMENTS UNDER SEAL
IN SUPPORT OF PLAINTIFFS' MOTION TO STRIKE ALLEGED SETTLEMENT
AGREEMENT AND FOR SANCTIONS DUE TO FRAUD ON THE COURT

Plaintiff, Patricia Sahn, through her Guardian Charles Revard, hereby files this Notice of Filing Documents Under Seal as follows:

1. Reports of Examining Committee Members, Stanley Bloom MD, Stephanie Cheshire, MSW, and Brenan Cheshire, PHD, all dated 5/5/2023, Case No. 502023MH001072XXXXMB.

2. Order Determining Limited Incapacity, dated 6/27/2023, Case No. 502023MH001072XXXXMB

3. Order Appointing Limited Guardian Person and Property, dated 6/27/2023, 502023GA000245XXXXMB.

4. Order Granting Final Injunction For Protection Against Exploitation of Vulnerable Adult, dated 9/22/2023, Case No. 502023G000245XXXXMB.

Respectfully Submitted,

SWEETAPPLE, BROEKER & VARKAS, P.L.
4800 North Federal Highway, Suite D306
Boca Raton, Florida 33431
E-Mail: pleadings@sweetapplelaw.com

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the e-filing portal to all counsel of record this 27th day of March, 2024.

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

Document 1

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

Case No.502023MH001072XXXXMB

Division: Probate/Mental Health

IN RE: GUARDIANSHIP

Alleged Incapacitated Person _PATRICIA A SAHM_____ /

REPORT OF EXAMINING COMMITTEE MEMBER

F.S. 744.331(3)

Having been appointed to examine _PATRICIA A SAHM_____ whose
address is __21843TOWN PLACE DRIVE BOCA RATON FL
33433_____, to determine if he/she is capable of exercising his/her
rights regarding person and/or property and having made a comprehensive examination
on _5/5/23_____ at ABOVE ADDRESS_____, I submit the following
report:_____

1 PHYSICAL DIAGNOSIS: 82 y/o in no acute distress . A physical examination was not
indicated since it would not have aided in the formulation of my opinion.

2.MENTAL DIAGNOSIS: __AIP has loss of long or short term memory. AIP is unclear
regarding her finances and does not know specifics regarding her assets and how much money
she has. She is unaware of the guardianship , does not understand the concept and does not
remember receiving the copies of the petition, nor does she remember seeing her attorney. She
does not know what medications she is taking or what they are for. She does not know who the
governor or the Vice President is. She cannot multiply nine times seven or how many quarters

are in six dollars. She could not subtract seven from one hundred serially. She is not aware of the litigation that is occurring with regard to her deceased husbands estate. Her MOCA score is 18 out of 30.

3.PHYSICAL AND/OR MENTAL PROGNOSIS:

Fair to good

4.0 RECOMMENDED COURSE OF TREATMENT:

AIP is in good physical health and can continue to live independantly.

Case No.502023MH001073XXXXMB

Division: Probate/Mental Health

IN RE: PATRICIA A SAHM

/
Alleged Incapacitated Person

5.0FUNCTIONAL ASSESSMENT: Is the person able to do the following:

(Brief Comment)

Use the telephone YES

Travel alone of public transportation NO

Drive own car NO

Shop alone for food and clothing YNO

Prepare own meals YES

Do housework YES

Take medication NO

Handle own money NO

Dress and undress YES

Take care of personal appearance YES

Take care of bathroom hygiene YES

Socialize with friends YES

Case No.502023MH001073XXXXMB

Division: Probate/Mental Health

IN RE: PATRICIA A SAHM

_____/_____
Alleged Incapacitated Person

6.0 the alleged incapacitated person LACKS the ability to exercise the following rights:

(Check those applicable)

____ to vote	___X___ to determine his/her own residence
___X___ to marry	___X___ to consent to medical treatment
___X___ to contract	___X___ to apply for government benefits
___X___ to have a driver's license	___X___ to sue or be sued
___X___ to travel	___X___ manage/dispose of property
___X___ to seek employment	_____ to make decisions about his/her social environment

7.0 the following persons were present during the time of the examination:

A. _

B. STEHANIE CHESHIRE

C. BRENNAN CHESHIRE _____

D. _____

E. _____

F. _____

G. _____

8.0 during the examination, supplied answers posed to the alleged incapacitated person and his/her full names and responses are provided below:

A. _____

B. _____ (Name)

Response: __CONFIRMED ABOVE

Case No502023MH001073XXXXMB

Division: Probate/Mental Health

IN RE: PATRICIA A SAHM

Alleged Incapacitated Person

C. _____ (Name)

Response: _____

_9.0 The factual basis for the determination that this person LACKS capacity to
excursive the rights listed below is: _My visit and evaluation of AIP, a review of the
petition, a review with Stephanie Cheshire_

I have determined that PATRICIA A SAHM

A. is incapacitated

B. The scope of guardianship needed is _____ Plenary _____ XX _____ Limited

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

DATED this 5th day of Nay 2023.

Signature

Name: STANLEY BLOOM MD

Address: 10760 NORTHGREEN DR
WELLINGTON FL 33449

Phone: 561-432-2020

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

Case No. **50-2023-MH-001072-XXXX-MB**

Division: IZ: South Branch Probate - IZ (Civil)

PATRICIA A SAHM (Alleged Incap)
Alleged Incapacitated

REPORT OF EXAMINING COMMITTEE MEMBER

F.S. 744.331(3)

Having been appointed to examine **PATRICIA A SAHM** whose address is **21843 TOWN PLACE DRIVE BOCA RATON, FL 33433**, to determine if he/she is capable of exercising his/her rights regarding person and/or property and having made a comprehensive examination on 8-5-23 at 21843 Town Place Boca Raton, I submit the following report:

1. PHYSICAL DIAGNOSIS: Appear to be in good health.
ambulatory; no tremors able to perform activities
of daily living.
2. MENTAL DIAGNOSIS: Mild Cognitive impairment
3. PHYSICAL AND/OR MENTAL PROGNOSIS: Good - Physically.
she was a former physical education instructor and
knows the value of exercise. Mentally she's very
upset and stressed over this family discord.

PATRICIA A SAHM

Alleged Incapacitated

4. RECOMMENDED COURSE OF TREATMENT: Continue present course of care and living conditions. Suggest a POA to oversee medical and financial decisions as well as determining residence. AIP should have input on these issues

5. FUNCTIONAL ASSESSMENT: Is the person able to do the following::
 (Brief Comment)

Use the telephone:	<u>yes</u>
Travel alone on public transportation:	<u>Supervision</u>
Drive own Car	<u>DMV evaluation</u>
Shop alone for food and clothing	<u>Supervision</u>
Prepare own meals	<u>yes</u>
Do Housework	<u>yes</u>
Take Medication	<u>Supervision</u>
Handle own Money	<u>Supervision</u>
Dress and Undress	<u>yes</u>
Take care of personal appearance	<u>yes</u>
Take care of bathroom hygiene	<u>yes</u>
Socialize with Friends	<u>yes</u>

PATRICIA A SAHM

Alleged Incapacitated

6. The alleged incapacitated person LACKS the ability to exercise the following rights: (Check those applicable)

<input type="checkbox"/> to vote	<input type="checkbox"/> to determine his/her own residence ✕
<input type="checkbox"/> to marry	<input checked="" type="checkbox"/> to consent to medical treatment
<input type="checkbox"/> to contract ✕	<input checked="" type="checkbox"/> to apply for government benefits
<input type="checkbox"/> to have a driver's license <i>DMV eval.</i>	<input checked="" type="checkbox"/> to sue or be sued
<input type="checkbox"/> to travel <i>with CAPREGIVEN</i>	<input type="checkbox"/> to manage/dispose of property ✕
<input type="checkbox"/> to seek employment	<input type="checkbox"/> to make decisions about his/her social environment

7. The following persons were present during the time of the examination:

A. Stephanie Cheek M.S.W.
 B. _____
 C. _____
 D. _____
 E. _____

8. During the examination, the following person(s), who is/are not the subject of the examination, supplied answers posed to the alleged incapacitated person and his/her full names and responses are provided below:

A. N/A (Name)

Response: _____

B. _____ (Name)

Response : _____

9. The factual basis for the determination that this person LACK capacity to exercise the rights

listed above is: Mild Cognitive impairment. Needs a POA, Caregiver, or guardian to oversee her medical and financial affairs. Remain in her home for as long as possible.

- A. I have determined that PATRICIA A SAHM

is is not incapacitated.

- B. The scope of guardianship needed is _____ Plenary ☒ Limited. or POA

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

DATED this 5th day of May 2023.

M. Brennan Chesire Ph.D.
Signature
Name: M. Brennan Chesire, Ph.D.
Address: 914 N. Olive Ave. W.P.B., FL
Phone: 561-653-4111 33461

You may fax a copy of your report to our office: FAX # (561) 355-4177, but you must mail or bring in the original report to: Choose an item.

* AT This time AIP should be consulted as to living residence and/or the sale of her property. Have counsel in contracts and legal matters. (If it is necessary to sell home or engage in contracts)

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

Case No. 50-2023-MH-001072-XXXX-MB
Division: Probate/Mental Health

PPATRICIA SAHM
(Alleged Incap)

REPORT OF EXAMINING COMMITTEE MEMBER

F.S. 744.33(3)

Having been appointed to examine PATRICIA SAHM whose address is 21843 TOWN PLACE DRIVE, BOCA RATON, FL 33433 to determine if she is capable of exercising her rights regarding person and/or property and having made a comprehensive examination on 05/05/23 at 1:19 pm, I submit the following report:

1. PHYSICAL DIAGNOSIS: Hearing is reported as good and she denies wearing any hearing aids. Eyesight is reported as "decent" and she reports wearing glasses. is fair. Appetite and sleep is described as "well". No visible bruising, edema, tremors, facial tics or major weaknesses on one or both sides of her body were noted. She is ambulatory. She is able to extend both arms directly out in front of her and is able to raise both arms over her head. She is able to lift and extend both legs. She is able to stand from a seated position. Alcohol is reported as an occasional wine and she denies tobacco and drug use. History of surgery is reported as knee replacement and appendix. Physical illnesses are denied. She reports that she takes medication and was unable to recall the medications or what they are for.

2. MENTAL DIAGNOSIS: Cognitive impairment. Visual hallucination, audio hallucinations and paranoia are denied. Suicidal thought is reported as "not really". She denies ever being admitted to a psychiatric hospital, psychiatric counseling, shock treatment or any family history of mental illness. She denies any mental health diagnosis. She is unaware of any safety issues for herself. She had difficulty with simple math. She reports that she is unaware that a Petition for Guardianship has been file. She denies having an attorney. She is unaware of any past or current litigation or court cases. She scored an 18 out of 30 on the Montreal Cognitive Assessment. Difficulties were in Visuospatial, executive functioning, memory, calculations, language, abstraction.

3. PHYSICAL AND/OR MENTAL PROGNOSIS: Fair to poor

PPATRICIA SAHM
(Alleged Incap)

4. RECOMMENDED COURSE OF TREATMENT: After assessing Ms. Sahm, It is my recommendation that she follow up with medical doctors. I recommend that the least restrictive measures are put in place.

5. FUNCTIONAL ASSESSMENT: Is the person able to do the following:

Use the telephone Yes

Travel alone on public transportation. No/supervision

Drive own car No

Shop alone for food and clothing Assistance

Prepare own meals Minimal to moderate

Do housework Yes

Take medication Supervision

Handle own money Assistance

Dress and undress Yes

Take care of personal appearance Yes

Take care of bathroom hygiene Yes

Socialize with friends Yes. Continue to exercise and play tennis with friends. Continue socializing.

PPATRICIA SAHM
(Alleged Incap)

6. The alleged incapacitated person LACKS the ability to exercise the following rights:
(Check those applicable)

☐ to vote

☒ to marry

☒ to contract

☒ to have a driver's license.

☒ to travel (Can travel with Guardian)

☒ to seek employment

☒ to determine his/her own residence. (Her request and opinion should be considered
and Guardian should assess risk with final decision)

☒ to consent to medical treatment

☒ to apply for government benefits

☒ to sue or be sued

☒ to manage/dispose of property

☐ to make decisions about his/her social environment

PPATRICIA SAHM
(Alleged Incap)

7. The following persons were present during the time of the examination:

- A. Patricia Sahn, alleged incapacitated person
- B. Stephanie Cheshire MSW
- C. Dr. Brennan Cheshire
- D. Dr. Stanley Bloom via video
- E. Attorney via video

8. During the examination, the following person(s), who is are not the subject of the examination, supplied answers posed to the alleged incapacitated person and his/her full

names and responses are provided below:

A. None (Name)

Response: N/A

B. None (Name)

Response: N/A

9. The factual basis for the determination that this person LACK capacity to exercise the rights listed above is: **Evaluation, review of Petition**
She is vulnerable and his physical and financial safety is at risk if left to function on her own.

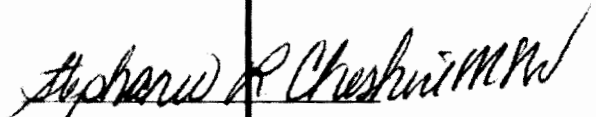
A. I have determined that PATRICA SAHM

IS incapacitated.

B. The scope of guardianship needed is ____ Plenary __XX__ Limited.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

DATED this 5th day of May 2023



Signature
Name STEPHANIE CHESHIRE MSW

Address: P.O. BOX 1024
PALM BEACH, FL 33480
Phone (904) 654-4163

PARTY: PIT
ID# 3 EV# 3
DATE ADMITTED: 8-12-24
Case No: 2018 CA002317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT
SL



107971605

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 3

000178



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

IN RE:

File No. 502023MH001072XXXXMB

PATRICIA A. SAHM,
an alleged incapacitated person.

ORDER DETERMINING LIMITED INCAPACITY

On the Petition to Determine Incapacity filed herein with respect to Patricia A. Sahm (the Ward), the Court having reviewed file, having considered the reports of the Examining Committee, having considered all alternatives to guardianship, having been informed of the agreement of Patricia A. Sahm and all other interested persons, and being fully advised in the premises, finds, based on the clear and convincing evidence presented, as follows:

1. The Ward suffers from incapacities of the following nature and scope: unspecified dementia, impaired memory and cognition. .

2. The Ward lacks capacity to make informed decisions about care and treatment services or to meet the essential requirements for the Ward's physical or mental health or safety. More particularly, the specific legal disabilities to which the Ward is subject (the rights the Ward is incapable of exercising) are:

- | | |
|---|---|
| <input type="checkbox"/> to marry | <input type="checkbox"/> to vote |
| <input checked="" type="checkbox"/> to contract | <input type="checkbox"/> to travel |
| <input checked="" type="checkbox"/> to sue and defend lawsuits | <input type="checkbox"/> to have a driver's license |
| <input type="checkbox"/> to determine his or her residence | <input type="checkbox"/> to seek or retain employment |
| <input checked="" type="checkbox"/> to personally apply for government benefits | |
| <input checked="" type="checkbox"/> to manage property or to make any gift or disposition of property | |
| <input type="checkbox"/> to make decisions about his or her social environment or other social aspects of his or her life | |
| <input checked="" type="checkbox"/> to consent to medical and mental health treatment | |

3. After consideration of reasonable alternatives to guardianship, the Court finds that no alternative will sufficiently address the problems and needs of the Ward.

4. It is in the best interests of the Ward that a limited guardian of the person and property of the Ward be appointed; accordingly, it is

ADJUDGED as follows:

1. Patricia A. Sahm is hereby determined to be incapacitated and a limited guardian should be appointed to provide for the welfare and safety of the Ward.

2. The Ward is incapable of exercising the rights specified in paragraph 3.

3. The Ward shall retain those rights set forth in Florida Statutes Section 744.3215(1), and all other rights except those the Court has hereinabove adjudged that the Ward is incapable of exercising.

4. A copy of this Order shall be served on the Ward and the Ward's attorney by the clerk and a certificate attesting to such service promptly filed in this proceeding.

DONE and ORDERED in Delray Beach, Palm Beach County, Florida.

06/27/2023 10:01:07 AM 06/27/2023
Charles E. Burton Circuit Judge

06/27/2023 10:01:07 AM 06/27/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Amber Patwell, Esq., apatwell@wblaws.com, Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701

Eileen T. O'Malley, Esq., eileen.omalley@nelsonmullins.com, Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401

Inger Garcia, Esq., atorney@ingergarcia.com, 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470

Kevin R. Hall, kh.itconsultingslesoffices@gmail.com, P.O. Box 756, Kinderhook, NY 12106

PARTY: PIT
ID# 4 EV# 4
DATE ADMITTED: 8-12-24
Case No: 2018CA002317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT
SS



107971613

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 4

000181



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

IN RE: GUARDIANSHIP OF
PATRICIA A, SAHM,
Alleged Incapacitated Person

Case No. 50-2023-MH-001072-XXXX-MB

NOTICE OF WITHDRAWAL OF OBJECTION TO EXAMINING COMMITTEE
MEMBER REPORTS

COME NOW PATRICIA A. SAHM through her undersigned attorney, and hereby
withdraws her objection as she has agreed to CHARLES REVARD as limited guardian.

Respectfully Submitted,

WHITBECK BENNETT

/s/Amber Patwell

Amber Patwell, Esquire

Florida Bar No.: 43596

136 4th St. N., Suite 201, Office 356

Saint Petersburg, FL 33701

727-380-6552

apatwell@wblaws.com

CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been e-filed on the 21st day of June, 2023 and that all parties
were selected as eservice recipients.

/s/Amber Patwell

Amber Patwell, Esquire

PARTY:

ID#

EV#

0ft
comp I

DATE ADMITTED:

8-12-24

Case No: 2018CA 002317

JOSEPH ABRUZZO
CLERK CIRCUIT COURT

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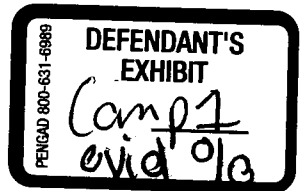


107971624

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT COMP 1

000183

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, 20 21 which appointed Patricia Sahm as my agent and 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 15 of March, 20 23

Signature of Principal Patricia A. Sahm

Print Name Patricia A. Sahm

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.



We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Andy Eugene
Witness's Signature

10108 Country Brook RD, 33428
Address

Marie M. Laplante
Witness's Signature

1600 NW 2nd Ave Boca Raton, FL 33434

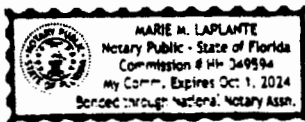
NOTARY ACKNOWLEDGMENT

[State of Florida

County of PALM BEACH]

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th (numeric date) day of MARCH (month), 2023 (year), by PATRICIA A. SAHM (name of person acknowledging).

(Seal)



Marie M. Laplante
Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: _____

Type of Identification Produced: Florida Driver's License
SS00-681-41-782-0



B

FLORIDA POWER OF ATTORNEY REVOCATION

Use of this form is for the power of attorney of:

PAS ☒ - Health Care Powers

PAS ☒ - Financial Powers

PAS ☒ - Other: Any and All Powers of Attorneys granted to Joanna E. Sahm

I, Patricia A. Sahm PAS., hereby immediately revoke those portions covering decisions of the document titled Power of Attorney, that I previously executed on the any of July of 2020 through Feb., 2023 which appointed Joanna E. Sahm as my agent and unknown individual as my alternate successor agent. I hereby notify said agent(s) and any other interested persons and institutions that all portions of said document are revoked.

This revocation takes effect immediately. A photocopy has the same effect as an original.

This revocation was signed this 13 of April, 2023.

Signature of Principal Patricia A. Sahm

Print Name Patricia A. Sahm PAS.

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being revoked. Retain the original of this form in your personal papers.



We, the witnesses, each do hereby declare in the presence of the principal that the principal signed and executed this instrument in the presence of each of us, that the principal signed it willingly, that each of us hereby signs this power of attorney revocation as witness at the request of the principal and in the principal's presence, and that, to the best of our knowledge, the principal is eighteen years of age or over, of sound mind, and under no constraint or undue influence.

Hobensate Laplante
Witness's Signature

Hobensate Laplante

Address

Marie M. Laplante
Witness's Signature

Marie M. Laplante

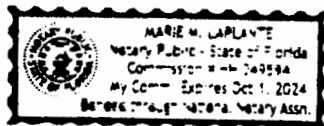
NOTARY ACKNOWLEDGMENT

[State of Florida

County of Palm Beach]

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th (numeric date) day of April (month), 2023 (year), by Patricia A. Sahm ^{PALS} (name of person acknowledging).

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: X

Type of Identification Produced: Florida Driver's License



PARTY: Dfx

ID#

C

EV#

2

DATE ADMITTED:

8-12-24

Case No:

2018CA002317

JOSEPH ABRUZZO

CLERK CIRCUIT COURT

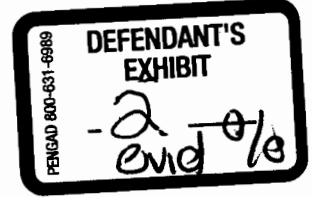
SL



107971628

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 2

000188



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.



000189

PS.

4-19-23

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

P.S. 4-19-23

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

PA.

4-19-23

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

PS. 4-19-23

36. I do not believe if either of them were alive any of this would be happening with the foreclosure case and even with my daughter Joanna filing against me.

37. I believe my husband Walt would be rolling over to know of this.

38. I do not understand all of the court actions but believe some things have happened that Walt would not have wanted and I would not either and did not know about them.

39. I took action to get my own attorney and am looking for my own attorney.

40. I should have a say and be able to speak to my own attorney and make decisions with who this is and what they do.

41. I do not believe my husband Walt would ever want Eliot Bernstein's family to be evicted and out on the street and neither do I.

42. I had agreed to cancel a foreclosure sale but Mr. Sweetapple who claims to be acting for me never spoke to me about this.

43. I have been told that attorney Inger Garcia for the Eliot Bernstein family tried to contact Mr. Sweetapple before the Sale but he never responded to the attorney and never contacted me.

44. I knew Eliot Bernstein may have to file bankruptcy but did not want him to be in that position but knew he might.

BS 41-19-23

45. I did not ask for any of the Bankruptcy actions by Mr. Shraiberg to be done on my behalf.

46. I have not seen the documents but have been told Mr. Sweetapple has filed papers as if my husband Walt was alive when he is not.

47. I have been told other improper or wrong filings were made in this case.

48. I want the foreclosure case over and to be settled.

49. I do not understand why certain monies have not been paid but I did know from when Walt was alive that Ted Bernstein was part of the problem.

50. I have spoken to Bill Stansbury and read his statement and seen where he suggests Ted Bernstein has been part of the problem.

51. I have been told how Eliot Bernstein and his immediate family have tried to settle but have been blocked by Ted and others.

52. I do not know why Mr. Sweetapple has not gone after Ted in this.

53. The email I was trying to respond to with my daughter Patty, Jr. from Mr. Sweetapple says he spoke to me on the day I was taken to the West Palm office.

54. I do not recall speaking to Mr. Sweetapple that day.

55. I do not know what Mr. Sweetapple looks like and do not recall ever meeting him. .

P.S. 4-19-23

56. I do not recall telling Mr. Sweetapple to move forward with any foreclosure
on my behalf.

57. I want Mr. Sweetapple and Shraiberg to stop acting on my behalf.

58. I want the foreclosure fairly settled. Walt and I were friends with Eliot's
parents.

59. Walt and I knew the names of Eliot and Candice Bernstein.

60. I do not think my husband Walt would ever want Eliot's family to be
homeless and thinks things would be different if Walt was alive.

61. I do remember a woman coming to my home last week with another
individual and have looked at the document and the signature and initials on
the revocation are mine.

62. I may not understand all the implications of this but know this document
revokes any powers given to Joanna and it is my signature.

63. My daughter Patty has helped me with this document and shown it to me so
I can read it.

64. I have asked several people to help me fight any Guardianship and claim
that I am Incapacitated and incompetent.

65. I authorize the local UPS Store to send this document to the following email
addresses:

PS - 4-19-23

rsweetapple@sweetapplelaw.com; morgan@twiglaw.com;

cmiller@sweetapplelaw.com

tourcandy@gmail.com, iviewit@iviewit.tv, bss@slp.law,

attorney@ingergarcia.com, patty.sahm@gmail.com.

VERIFICATION

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

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

Dated: 4-19-2023

Patricia A. Sahm
Patricia A. Sahm

Sworn to (or affirmed) and subscribed before me by means of [] physical presence

or [] online notarization this 19TH day of April, 2023 by Patricia A. Sahm,

Personally Known OR Produced Identification Type of Identification Produced:

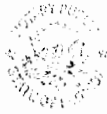
DRIVER LICENSE

who signed in the presence of these witnesses:

Nicholas DeOyza
, WITNESS

4/19/2023
DATE

Rolande M. Renaud
Signature of Notary Public -- State of Florida)



ROLANDE M. RENAUD
Commission # 981275277
Expires October 5, 2020

PARTY: Dft
ID# D EV# 3
DATE ADMITTED: 8-12-24
Case No: 2018CA002317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT

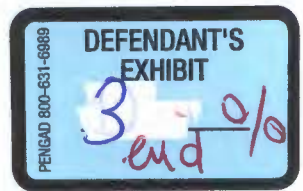
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107971639

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 3

000198



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 Carolyn Bell

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY LLC; Et. al.

Defendants.

STIPULATION FOR SUBSTITUTION OF COUNSEL

IT IS HEREBY stipulated between ROBERT A. SWEETAPPLE, Esquire and AMBER PATWELL, Esquire, that present counsel of record, ROBERT A. SWEETAPPLE, Esquire and SWEETAPPLE, BROEKER, & VARKAS, P.L. are to be relieved of further duties arising out of the above-styled cause on behalf of PATRICIA SAHM, Plaintiff and that AMBER PATWELL, Esquire and AMBER PATWELL LAW shall be substituted as counsel of record in further proceedings thereon.

DATED this 22nd day of May, 2023

AMBER PATWELL, ESQUIRE
136 4th St. N., Ste. 201, Ofc 356
St. Petersburg, FL 33701
amber@aplpinellas.com
(727) 776-1617
FBN: 43596

ROBERT A. SWEETAPPLE, ESQUIRE
4800 N Federal Hwy Ste 306D
Boca Raton, FL 33431-3413
pleadings@sweetapplelaw.com
561-392-1230
FBN: 296988

Patricia Sahn
PATRICIA SAHM

2



000199

PARTY: DEFT

ID# F EV# 4

DATE ADMITTED: 8-12-24

Case No: 2018CA002317

JOSEPH ABRUZZO
CLERK CIRCUIT COURT

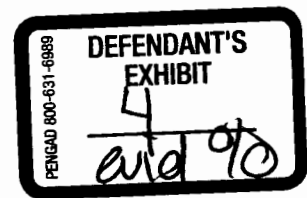
SE



107971642

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 4

000200



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

IN RE: GUARDIANSHIP OF

Case No. 502023GA000245XXXXMB

PATRICIA A. SAHM
Ward.

**RESPONSE TO JOANNA E. SAHM'S PETITION FOR APPOINTMENT OF
EMERGENCY TEMPORARY LIMITED GUARDIAN**

COMES NOW, PATRICIA A. SAHM, who files this Answer to the Petition for Appointment of Emergency Temporary Limited Guardian, and states as follows:

1. Admit
2. Admit regarding age and address, deny as to portion that AIP is incapacitated.
3. Deny
4. Deny
5. Admit.
6. Admit
7. Unsure when Petitioner first learned information, therefore denied.
8. Admit the revocation occurred, denied that she doesn't recall doing so.
9. Admit that the revocation means that the AIP is without directives, but the undersigned attorney is happy to help the AIP execute new directives. At this point, the undersigned does not want to execute any documents with the AIP because of all the allegations contained in these petitions, however the undersigned attorney has spoken numerous times with the AIP who she want to act as a guardian if needed. Note that all committee members indicate that the AIP needs "limited guardianship". The AIP does not agree with the committee members decisions, however it should be pointed out that the members acknowledge that the AIP should have involvement in decision making as much as possible.
10. Admit
11. Admit that the next of kin are listed. Patricia Sahm, daughter is currently staying with the AIP at her house due to the pending charges.
12. Denied.
13. The AIP has already been evaluated.
14. PATRICIA A. SAHM requests that the Petitioner, JOANNA E. SAHM pay for PATRICIA A. SAHM's attorney's fees incurred should the Court find PATRICIA A. SAHM is not incapacitated.



Respectfully Submitted,

WHITBECK BENNETT

/s/Amber Patwell

Amber Patwell, Esquire

Florida Bar No.: 43596

136 4th St. N., Suite 201, Office 356

Saint Petersburg, FL 33701

727-380-6552

apatwell@wblaws.com

CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been e-filed and all parties on the e-service list have been selected as an e-service recipient on the 11th day of June, 2023.

/s/Amber Patwell

Amber Patwell, Esquire

PARTY: DEFT

ID# G EV# 5

DATE ADMITTED: 8-12-24

Case No: 2018CA002317

JOSEPH ABRUZZO
CLERK CIRCUIT COURT

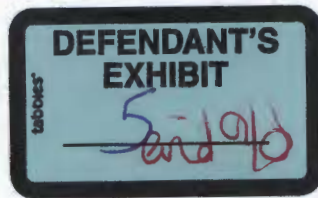
SE



107971651

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 5

000203



June 26, 2023

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

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

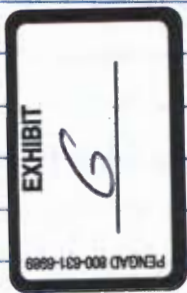
This is Elder Abuse and theft! Joanna, unfortunately, is a Liar and a THIEF! She needs to be Stopped and / OR Put in Jail!

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

Sincerely,

Patricia Sahm

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



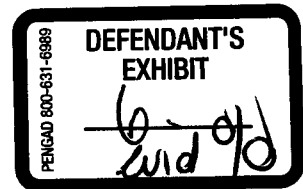
PARTY: Dft
ID# E EV# 6
DATE ADMITTED: 8-12-24
Case No: 2018CA002317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT
SZ



107971657

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 6

000205



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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EXHIBIT A

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 of 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.

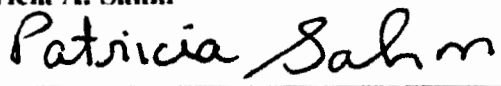
11. **Attorneys' Fees.** Should any Party to this Agreement need to resort to legal proceedings of any kind to enforce this Agreement, the prevailing party shall recover all costs and attorneys' fees from the non-prevailing party or parties.

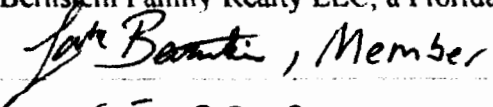
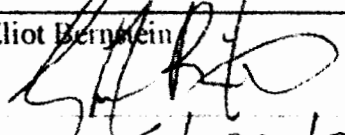

12. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any terms, covenants, conditions, or agreements contained herein.

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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  Date: 5-22-23
--

Bernstein Family Realty LLC, a Florida LLC  Date: 05-22-2023	Eliot Bernstein  Date: 5/22/23
Candice Bernstein  Date: 5-22-23	

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<p>Jacob Bernstein</p> <p><i>JB</i></p> <p>Date: <u>05-22-23</u></p>	<p>Joshua Bernstein</p> <p><i>JB</i></p> <p>Date: <u>5/22/23</u></p>
<p>Daniel Bernstein</p> <p><i>D Bernstein</i></p> <p>Date: <u>5/22/23</u></p>	

P.B.
DB
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SNAB

Party P1+
ID# 5 EV# 5
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT



109247723

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 5

000214

Robert Sweetapple

[REDACTED]

[REDACTED]

To: Robert Sweetapple
Cc: Cynthia Miller
Subject: Fwd: E/O Sahm settlement agreement for foreclosure payoff
Attachments: 3.10.23 settlement agreement Bernstein sahm mortgage .docx

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Begin forwarded message:

From: "Inger Garcia, Esq."
Date: March 10, 2023 at 10:17:43 PM EST
To: Inger Garcia , attorney@ingergarcia.com, Laura Doyle

Cc: John Raymond , Laura Doyle
**Subject: Re: E/O Sahm settlement agreement for
foreclosure payoff**

John:

Please find the settlement agreement for the foreclosure first mortgage matter. We can execute over the weekend after your approval and you can have your clients execute it.

I understand Joanna is also the poa/pre-need guardian and trustee for her mom, but I guess the mom should also sign. Thank you.

I remain,

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



INGER GARCIA

☎ (954) 451-2426

☎ Direct Line (954) 394-7461

✉ Attorney@FloridaLitGroup.com

🌐 www.FloridaLitGroup.com

🏠 4839 Volunteer Road, #514 Davie, FL 33330



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On Tuesday, February 21, 2023 at 11:10:54 AM EST, Laura Doyle wrote:

Ms. Garcia,

Following up with you regarding our email below.

Kindly provide an update upon your receipt of this communication.

Thank you in advance.



LAURA DOYLE, CP, FRP SENIOR PARALEGAL

laura.doyle@nelsonmullins.com

LYNN FINANCIAL CENTER | SUITE 310

1905 NW CORPORATE BLVD | BOCA RATON, FL 33431

T 561.343-6858 F 561.483.7321

NELSONMULLINS.COM

From: Laura Doyle
Sent: Friday, February 10, 2023 9:21 AM
To: Inger Garcia
Cc: John Raymond ; Laura Doyle
Subject: E/O Sahm

Good morning, Ms. Garcia.

Mr. Raymond requested I reach out to you to find when we may expect to receive the mortgage paperwork you and Mr. Raymond discussed yesterday. Kindly advise and/or forward the material at your earliest convenience. Thank you in advance.



LAURA DOYLE, CP, FRP SENIOR PARALEGAL

laura.doyle@nelsonmullins.com

LYNN FINANCIAL CENTER | SUITE 310

1905 NW CORPORATE BLVD | BOCA RATON, FL 33431

T 561.343-6858 F 561.483.7321

NELSONMULLINS.COM

Confidentiality Notice

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disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

IN THE CIRCUIT COURT OF THE 5TH JUDICIAL CIRCUIT,
IN AND FOR MARION COUNTY FLORIDA

CASE NO.: 21-CP-001223-CPAXXX

DIV AX

Judge Kristie Marie Healis

IN RE: ESTATE OF WALTER E. SAHM, JR.

Deceased

SETTLEMENT AGREEMENT

Interested Parties BERNSTEIN FAMILY REALTY LLC, a dissolved 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 The Estate of Walter E. Sahm, Jr, The Walter E. Sahm, Jr & Patricia A. Sahm Revocable Family Living Trust dated August 31, 1999, as amended, The P.R., trustee of the trust, and POA/Pre-need Guardian for Patricia A. Sahm: Joanna Sahm, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Settlement Agreement (the “Agreement”) on this 10th day of March 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 part of the inventory of the estate of Walter E. Sahm, Jr., has not been assigned or transferred, and the estate 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 the estate, 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 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. Sahn, Jr., is now deceased and his estate is pending in Marion County, and his now incapacitated wife, Patricia Sahm, has a POA/Trustee/Pre-need Guardian with her daughter Johanna Sahm, and are the true current parties 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.", Patricia A. Sahm, by and through POA/P.R./Pre-need Gaurdian Joanna Sahm, and the P.R. for the Walter E. Sahm, Jr. estate, as well as the POA/Pre-need Guardian for Patricia Sahm, daughter Joanna Sahm.

WHEREAS The estate, the trust and the incapacitated surviving spouse, 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, is 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 sale being cancelled, and 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.

WHEREAS, BFR and the Bernstein family's counsel represents that the funds to pay the initial payment on the Settlement Amount referenced below is subject to a hearing for its release from the court registry on Tuesday March 14, 2023 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 estate and trust, and the P.R. Johana Sahm, John J. Raymond, Jr., Esq. will attend the zoom hearing on March 14, 2023, and fully support the settlement agreement, the release of funds, and will assist with the cancellation of the April 4, 2023 sale in the foreclosure case as the true Party in interest of this first mortgage and note.

WHEREAS the Bernstein Family Realty LLC is a dissolved Florida LLC and will be reinstated upon the release of funds from the court registry. Daniel, Jacob, and Joshua Bernstein are the majority owners with the right to receive distributions from the LLC. They will 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.
2. **Payment.**
 - a. BFR and the Bernstein family shall pay the Estate of Walter E. Sahm, Jr. through its attorney's trust account, John J. Raymond, Esq., the total amount of \$355,609.00 on or before March 14, 2024, as full and final payment and satisfaction toward the current first mortgage and final judgment. (the "Settlement Amount" or the "Payment").
 - b. The initial payment shall be \$200,000.00. 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 on March 14, 2023, to ensure that \$200,000.00 of the funds are released directly to the trust of account of John J. Raymond, 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 initial Settlement Amount via check issued directly from the clerk registry to the trust account of John J. Raymond, Esq.
- d. The balance of \$155,609.00 is payable within one year, to wit, March 14, 2024, to the trust account of John J. Raymond, Esq. There will be a simple interest rate charged of 6%, with no pre-payment penalty if paid sooner.
- e. 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 cancel the sale set for April 4, 2023. The Walter E. Sahm, Jr. estate and Johanna Sahm, as P.R. and POA/Pre-need Guardian for Patricia Sahm shall immediately substitute in as parties in the foreclosure case to effectuate this settlement, and shall file the joint motions and agreed orders to cancel the April 4, 2023 sale, as well as support the release of the funds in the Shirley Bernstein Trust case, so no other party or person can interfere with this agreement, cause any further delays in releasing said funds, or cause the property at issue to sell in the foreclosure sale set for April 4, 2023. There are no other interested parties to these funds or to the home at issue.

- f. The parties will cooperate jointly with any title company or lender to secure any additional funds needed for the second payment per this agreement, including partial satisfactions or disclosures.
- g. 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 action prior to the scheduled sale date, April 4, 2023, to inform the court of the settlement, to cancel the April 4, 2023 foreclosure sale, and to abate/stay the foreclosure case pending the final payment if the foreclosure court allows abatements or stays. If stays are not allowable by law, the sale will be cancelled forthwith regardless. No party or other person is to interfere with this settlement or cause the property to be sold.
- h. If BFR and the Bernstein family fail to make the second payment, the estate may proceed with the foreclosure case, amend the final judgment, reinstate the case, or file a new case, and set the property for sale.

3. Stay/Abatement/Dismissal of the Lawsuit. Within 3 days of the March 14, 2023, hearing in front of Judge Laura Johnson, parties shall file the substitution of party plaintiff in the foreclosure case, the Agreed Motion to Cancel Sale and Stay/abate the foreclosure matter, and have the agreement approved in the estate case, if necessary.

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 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 or Fifth Judicial Circuit Courts in and for Palm Beach or Marion 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.

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.

The Estate of Walter E. Sahm, Jr _____ Date: _____	Johanna Sahm, P.R. of Walter E. Sahm, Jr Estate and P.O.A./Pre-Need Guardian for Patricia Sahm _____ Date: _____
Patricia Sahm _____ Date: _____	

The Walter E. Sahm, Jr. & Patricia A. Sahm Revocable Family Living Trust, Dated August 31, 1999, As Amended Date: _____	

Bernstein Family Realty LLC, a dissolved LLC Date: _____	Eliot Bernstein Date: _____
--	------------------------------------

Candice Bernstein Date: _____

Jacob Bernstein Date: _____	Joshua Bernstein Date: _____
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Daniel Bernstein Date: _____

Party P1+
ID# 6 EV# 6
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109247800

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 6

000228



ORDERED in the Southern District of Florida on April 14, 2023.

Peter D. Russin

Peter D. Russin, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

Eliot Ivan Bernstein,

Case No. 23-12630-PDR

Debtor.

Chapter 13

ORDER GRANTING *IN REM* RELIEF FROM AUTOMATIC STAY

THIS MATTER came before the Court upon the *Motion for in Rem Stay Relief* [ECF No. 15] filed by Joanna Sahm, as personal representative of the estate of Walter Sahm, and Patricia Sahm (together, the “Movants”).

In the Motion, the Movants seek an order from this Court granting prospective, *in rem* relief from the 11 U.S.C. 362 automatic bankruptcy stay with respect to acts against the following real property, for which the legal description is as follows:

Lot 68, Block G, BOCA MEDERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 through 60, of the Public Records of Palm Beach County, Florida

(the “Real Property”), which is located at 2753 N.W. 34th Street, Boca Raton, Florida 33434.

In seeking such relief, the Movants rely on 11 U.S.C. § 362(d)(4)(B), which provides, in relevant part:

(d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—

* * *

(4) with respect to a stay of an act against real property under subsection (a), by a creditor whose claim is secured by an interest in such real property, if the court finds that the filing of the petition was part of a scheme to delay, hinder, or defraud creditors that involved either—

* * *

(B) multiple bankruptcy filings affecting such real property.

If recorded in compliance with applicable State laws governing notices of interests or liens in real property, an order entered under paragraph (4) shall be binding in any other case under this title purporting to affect such real property filed not later than 2 years after the date of the entry of such order by the court, except that a debtor in a subsequent case under this title may move for relief from such order based upon changed circumstances or for good cause shown, after notice and a hearing. Any Federal, State, or local governmental unit that accepts notices of interests or liens in real property shall accept any certified copy of an order described in this subsection for indexing and recording.

Based upon the evidence and presentation the Court heard at the hearing, the Court makes the following findings:

- a. The Real Property is owned by Bernstein Family Realty, LLC.
- b. The Movants are the holders of a final judgment of foreclosure with respect to the Real Property entered in the case styled *Sahm v. Bernstein Family Realty LLC*, Case No. 2018-CA-002317AXX (the “State Court Case”) pending in the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the “State Court”).

c. The above-captioned bankruptcy case filed by Debtor Eliot Ivan Bernstein does not invoke the automatic stay with respect to actions against the Real Property owned by non-debtor Bernstein Family Realty, LLC.

d. Attached to the Motion as Exhibit D is a copy of the *Suggestion of Bankruptcy for Defendant and Notice to Cancel Sale Set for April 4, 2023* (the “Suggestion of Bankruptcy”) filed on April 3, 2023 by attorney Inger M. Garcia on behalf of certain defendants, including Debtor Eliot Ivan Bernstein, in the State Court Case. The Suggestion of Bankruptcy is factually false and legal incorrect, and was designed to mislead the State Court and/or the Clerk of the State Court into cancelling the April 4, 2023 foreclosure sale of the Real Property scheduled in the State Court Case, because the Suggestion of Bankruptcy stated that “[t]his action is founded on a claim from which a discharge would be a release of that seeks to impose a charge on the property of the estate.”

e. Debtor Eliot Ivan Bernstein’s purpose in filing the above-captioned bankruptcy case was not to reorganize his assets and liabilities or to confirm a chapter 13 bankruptcy plan. Rather, the purpose was to obtain the cancellation of the April 4, 2023 foreclosure sale of the Real Property as part of a continuing bad faith scheme to delay and hinder the Movants with respect to the foreclosure action against the Real Property.

Based upon the foregoing findings, for the additional reasons stated on the record, and being otherwise fully advised in the premises, it is **ORDERED AND ADJUDGED** that:

1. The Motion [ECF No. 15] is GRANTED.

2. The automatic bankruptcy stay set forth in 11 U.S.C. § 362(a) is modified so that, for the next two years from the date of this Order, no voluntary or involuntary petition filed under Title 11 of the United States Code shall operate as a stay of any act against the Real Property located at 2753 N.W. 34th Street, Boca Raton, Florida 33434, the legal description of which is:

Lot 68, Block G, BOCA MEDERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 through 60, of the Public Records of Palm Beach County, Florida

3. The Movants may file a copy of this Order in the case styled *Sahm v. Bernstein Family Realty LLC*, Case No. 2018-CA-002317AXX pending in the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

4. The Movants shall record a certified copy of this Order in the Official Records of Palm Beach County, Florida with respect to the Real Property.

5. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order shall be immediately effective.

6. The Movant's *Expedited Motion for Ex Parte Relief from the Automatic Stay* [ECF No. 9] is DENIED as moot.

#

Submitted by:

Bradley S. Shraiberg, Esq.
Shraiberg Page P.A.
Counsel for the Secured Creditors
2385 NW Executive Center Drive, #300
Boca Raton, Florida 33431
Telephone: 561-443-0800
Facsimile: 561-998-0047
bsst@slp.law

Bradley S. Shraiberg is directed to immediately serve a conformed copy of this Order and to file a Certificate of Service evidencing same.

Party P1+
ID# 7 EV# 7
DATE ADMITTED: 1-28-25
Case No. 18C42317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



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50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 7

000233



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

CASE NO.: 2018-CA-002317

WALTER E. SAHM and
PATRICIA SAHM

Plaintiffs,

v.

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

Defendants.

PLAINTIFF'S REQUEST FOR JUDICIAL NOTICE

Plaintiff, pursuant to sections 90.202 and 90.203, Florida Statutes, hereby requests that the
Court take judicial notice of the following court records:

1. Plaintiff is the surviving spouse and owner of the Note which was the subject of the instant matter.
2. Undersigned counsel has been advised that a revocation of the current Power of Attorney held by Ms. Sahm's daughter, Joanna Sahm, has recently been executed.

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

000234

3. Undersigned counsel spoke directly with Plaintiff, PATRICIA SAHM, yesterday. Ms. Sahm indicated that she was unaware of any such revocation and still wanted undersigned counsel to represent her in this matter.
4. The Court is further advised and requested to take judicial notice of the pending guardianship matters regarding the Plaintiff in the 15th Judicial Circuit Court filed on April. The respective case numbers regarding this proceeding are: 502023MH001072 (Mental Health filed on April 17, 2023) and 502023GA000245 (Guardianship filed on April 3, 2023).

SWEETAPPLE, BROEKER & VARKAS, P.L.

Attorneys for Plaintiff

4800 N. Federal Hwy., Suite D306

Boca Raton, Florida 33431-3413

Tel.: (561) 392-1230

E-Mail: Pleadings@Sweetapplelaw.com

By: /s/ Robert A. Sweetapple
ROBERT A. SWEETAPPLE, ESQ.
Florida Bar No. 296988
CYNTHIA J. MILLER, ESQ.
Florida Bar No. 1007692

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via the E-Filing Portal this 18th day of April, 2023 to all parties listed on the Service List on the portal via email.

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

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

Party PIT
ID# 8 EV# 8
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109247841

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 8

000236



**IN THE FIFTEENTH JUDICIAL CIRCUIT COURT IN AND FOR PALM BEACH
COUNTY, FLORIDA
PROBATE DIVISION IZ**

**IN RE: GUARDIANSHIP OF
PATRICIA A. SAHM,
Alleged Incapacitated Person**

Case No. 50-2023-MH-001072-XXXX-MB

OBJECTION TO EXAMINING COMMITTEE MEMBER REPORTS

COME NOW PATRICIA A. SAHM through her undersigned attorney, pursuant to Florida Statute Section 744.331 and Florida law and hereby objects to the examining members' reports and as grounds states as follows:

1. Pursuant to Florida Statute section, 744.331(2)(i), "The petitioner and the alleged incapacitated person may object to the introduction into evidence of all or any portion of the examining committee members' reports by filing and serving a written objection on the other party no later than 5 days before the adjudicatory hearing. The objection must state the basis upon which the challenge to admissibility is made. If an objection is timely filed and served, the court shall apply the rules of evidence in determining the reports' admissibility..."
2. Section(3)(a) dictates that "Members of the examining committee may not be related to or associated with one another, with the petitioner, with counsel for the petitioner or the proposed guardian, or with the person alleged to be totally or partially incapacitated..." Upon information and belief 2 of the committee members are related or associated with each other through family marriage.
3. Each member of the examining committee in a capacity and guardianship proceeding must perform his or her own individual examination of the prospective ward; these examinations include meeting the prospective ward and perhaps talking to family and friends, interviewing caregivers and nurses, reviewing medical records, inspection of living conditions, et cetera. Cook vs. Cook, 260 So.3d 28143 (Fla. 4DCA 2018).
4. Statute governing procedures to determine incapacity requires, at a minimum: (1) an examination by each member of the committee; (2) that

the examination must include a comprehensive examination; and (3) that the comprehensive examination must include, if indicated, a physical exam, a mental health exam, and a functional assessment. Cook vs. Cook, 260 So.3d 28143 (Fla. 4DCA 2018). “The stakes could not be higher for the prospective ward. For this reason, those who participate in the process must strictly adhere to statutory mandates.” Id.

5. Dr. Bloom indicates that he deemed Ms. SAHM to be incapacitated in part, “a review with Stephanie Chesire.”
6. The Courts Order required that each member, “make such examination of him or her as will enable them to ascertain thoroughly his or her mental and physical condition at the time of the examination.” Dr. Bloom did not conduct a physical examination of Ms. SAHM.
7. Ms. SAHM objects to any and all hearsay evidence when there is no exception authorized by law for such hearsay.

Respectfully Submitted,

WHITBECK BENNETT

/s/Amber Patwell

Amber Patwell, Esquire
Florida Bar No.: 43596
136 4th St. N., Suite 201, Office 356
Saint Petersburg, FL 33701
727-380-6552
apatwell@wblaws.com

CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been e-filed on the 17th day of May, 2023 and that all parties were selected as eservice recipients.

/s/Amber Patwell

Amber Patwell, Esquire

Party PH
ID# 9 EV# 9
DATE ADMITTED: 1-28-23
Case No. 18(A2317)
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109248015

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 9

000239



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

PROBATE DIVISION

CASE NO. 50-2023MH001072XXXXSB

Judge

IN RE:

PATRICIA A. SAHM,
An alleged incapacitated person.

**NOTICE OF APPEARANCE AND JOINDER IN OBJECTION FILED BY THE
ALLEGED INCAPACITATED PERSON**

The law firm of Florida Litigation Group hereby files its Notice of Appearance as counsel of record for interested party Bernstein Family Trust and the Bernstein family members ("Interested persons"), in the above referenced action, and all documents, pleadings, and discovery should be served on the undersigned at the following e-mail addresses:

servicelMGLaw@yahoo.com

attorney@floridapotlawfirm.com

attorney@ingergarcia.com

The interested parties join in support of the alleged incapacitated person, Patricia A. Sahm's Objection filed in this matter.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 23, 2023, I filed a true and correct copy of the foregoing with the Clerk of the Court using the Florida Courts E-Filing Portal, who will send a notice of electronic filing via e-mail to all relevant parties.

Respectfully submitted,

/s/Inger Garcia, Esq.
Inger M. Garcia, Esq.

Attorney for BFR and Bernstein family members

7040 Seminole Pratt Whitney Rd, #25-43

Loxahatchee, Florida 33470

attorney@ingergarcia.com and serviceimglaw@yahoo.com

attorney@floridapotlawfirm.com

(954) 394-7461

Fla. Bar No. 0106917

NOT A CERTIFIED COPY

Party P1+
ID# 10 EV# 10
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SC



109248022

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 10

000242



Filing # 176201211 E-Filed 06/27/2023 10:26:17 AM

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

IN RE:

File No. 502023GA000245XXXXMB

PATRICIA A. SAHM,
an alleged incapacitated person.

ORDER APPOINTING LIMITED GUARDIAN OF PERSON AND PROPERTY

On the Petition of for the Appointment of a Guardian of the person and property of Patricia A. Sahn ("Ward"), the Court makes the following findings:

1. The Ward was adjudicated to be incapacitated by Order of this Court entered on June ___, 2023, and the Court, having considered alternatives to guardianship, found that no alternatives to guardianship sufficiently address the needs of the Ward, and that the restrictions imposed upon the Ward's rights and liberties are consistent with the Ward's welfare and safety, and are the least restrictive appropriate alternatives, reserving to the Ward the right to make decisions in all matters commensurate with the Ward's ability to do so.

2. The Order Determining Limited Incapacity established the incapacity of the Ward to exercise the following delegable rights:

- () to determine his or her residence,
- (X) to consent to medical and mental health treatment,
- () to make decisions about his or her social environment or other social aspects of his or her life,
- (X) to contract,
- (X) to sue and defend lawsuits,
- (X) to personally apply for government benefits,
- (X) to manage property or to make any gift or disposition of property.

3. The nature of the guardianship is limited and it is necessary to appoint a limited guardian of the person and property of the Ward.

4. The Court finds no evidence that the Ward, prior to incapacity, executed any valid advance directive pursuant to Florida Statutes Chapter 765.

4895-5614-2699 v.2 067891/00001

FILED: PALM BEACH COUNTY, FL, JOSEPH ABRUZZO, CLERK 06/27/2023 10:26:17 AM

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORD OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED IN THE OFFICE OF THE PALM BEACH COUNTY CLERK OF THE CIRCUIT COURT & COMPTROLLER. THIS DOCUMENT MAY HAVE REDACTIONS AS REQUIRED BY LAW.
VISIT <https://www.palmbeachclerk.com/Services/VerifyDocument.aspx> TO VALIDATE THIS DOCUMENT



Digitally signed by The Honorable Joseph Abruzzo
Date: 2023.07.18 15:19:28 -04:00
Clerk of the Circuit Court & Comptroller, Palm Beach Coun
Location: 205 N. Dixie Highway, West Palm Beach, FL 334

000243

The Court having jurisdiction and being fully advised, it is

ADJUDGED as follows:

1. Charles Revard is qualified to serve and is hereby appointed limited guardian of the person and property of Patricia A. Sahm ("Ward").

2. The following rights of the Ward are delegated to the guardian appointed by this Order:

(X) to contract,

(X) to sue and defend lawsuits,

(X) to apply for government benefits,

(X) to manage the property of the Ward,

() to determine the Ward's residence,

(X) to consent to medical and mental health treatment,

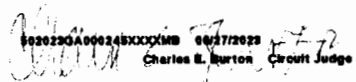
() to make decisions about the Ward's social environment or other social aspects of the Ward's life.

Note: If the right of the Ward to contract has been delegated to the guardian but the right to marry is retained, then the right to marry is subject to court approval.

3. Upon taking the prescribed oath, filing a designation of resident agent and acceptance, and posting a bond in the amount of \$____ payable to the Governor of the State of Florida and to all successors in office, conditioned on the faithful performance of all duties by the guardian, letters of guardianship shall be issued.

4. The Ward retains the rights specified in Florida Statutes Section 744.3215(1) and the right to make decisions in all matters commensurate with Ward's abilities.

DONE and ORDERED in Delray Beach, Palm Beach County, Florida.


502023GA000245XXXXMB 06/27/2023
Charles E. Burton Circuit Judge

502023GA000245XXXXMB 06/27/2023
Charles E. Burton
Circuit Judge

Copies furnished to:

Amber Patwell, Esq., apatwell@wblaws.com, Whitbeck Bennett, 136 4th St. N., Suite 201, Office 356, St. Petersburg, FL 33701

Eileen T. O'Malley, Esq., eileen.omalley@nelsonmullins.com, Nelson Mullins Riley & Scarborough, LLP, 360 South Rosemary Ave., Suite 1410, West Palm Beach, FL 33401

Inger Garcia, Esq., attorney@ingergarcia.com, 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470

Kevin R. Hall, kh.itconsultingslesoffices@gmail.com, P.O. Box 756, Kinderhook, NY 12106

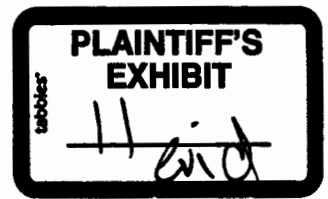
Party P1+
ID# 11 EV# 11
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109248057

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 11

000246



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

IN RE:

Case Number: 502023GA000245XXXXMB

Division: "IZ"

PATRICIA A. SAHM,
Vulnerable Adult/Ward,

CHARLES J. REVARD, as
Guardian of Patricia A. Sahm,

Petitioner,

v.

PATRICIA ANNE SAHM, JR.,
Respondent.

**ORDER GRANTING FINAL INJUNCTION FOR PROTECTION AGAINST
EXPLOITATION OF VULNERABLE ADULT**

THIS CAUSE came before the Court for a final hearing on August 14, 2023 (the "Final Hearing"), upon Petitioner Charles J. Revard's *Petition for Injunction for Protection Against Exploitation of Vulnerable Adult* (the "Petitioner" and "Petition," respectively) pursuant to Section 825.1035, Florida Statutes. Previously, this Court entered an *Order Granting Petitioner's Request for Temporary Ex-Parte Injunction for Protection Against Exploitation of Vulnerable Adult and Order Setting Final Hearing on Injunction for Protection Against Exploitation of Vulnerable Adult* [D.E. #31].

The Court reviewed the *Petition* and received evidence at the Final Hearing, both in the form of documents and live testimony, and is aware of the agreement of counsel on the record at the Final Hearing as relates to supervised visitation between Patricia A. Sahm (the "Vulnerable Adult") and Patricia Anne Sahm, Jr. (the "Respondent").

The Court has jurisdiction over the parties and the subject matter under Florida law. The

Petitioner has standing.

It is therefore intended that this protection order meet the requirements of 18 U.S.C. Section 2265, and therefore intended that it be accorded full faith and credit by the court of another state or Indian tribe and enforced as if it were the order of the enforcing state or Indian tribe.

SECTION I. NOTICE OF HEARING

This cause came before the Court for a Final Hearing on August 14, 2023, to determine whether the injunction for protection against exploitation of vulnerable adult should be:

- ☐ Issued.
- ☐ Modified.
- ☒ **Extended.**

The Final Hearing was attended by:

- ☒ Petitioner: Charles J. Revard, as limited guardian of the person and property of Patricia A. Sahm
- ☒ Petitioner's counsel: Mitchell Ira Knosser, Esq., Clara Crabtree Ciadella, Esq., and Kathryn N. Lewis, Esq.
- ☐ The Vulnerable Adult named in the Petition: Patricia A. Sahm
- ☒ Counsel for the Vulnerable Adult: Amber H. Patwell, Esq.¹
- ☒ Guardian of the Vulnerable Adult: Charles J. Revard
- ☒ Respondent: Patricia Anne Sahm, Jr.
- ☒ Respondent's counsel: Roger M. Garcia, Esq.
- ☒ Financial institution representative: Dawn D. Hurley, Bank of America, N.A.
- ☒ Trustee(s): Patricia A. Sahm
- ☒ Counsel to the Trustee: Eileen T. O'Malley, Esq.
- ☒ Other(s): David Kubiun, Esq., Kevin R. Hall, and numerous self-described "court watchers" including, but not limited to David Manuel, Julia Jones, Louise Esposito, Alee Carrino, Rick Black, Eliot Bernstein, Natasha Coffey, Kathleen Bosse, Candice Bernstein and Luanne Fleming.

SECTION II. FINDINGS

On July 27, 2023, a notice of the Final Hearing was served on the Respondent, together with

¹ The parties dispute whether Amber Patwell, Esq., currently represents the Ward. Petitioner states that he terminated Ms. Patwell, while Ms. Patwell maintained that Petitioner lacks such power. The Court permitted Amber Patwell to attend the hearing on behalf of the Vulnerable Adult and reserves ruling on the status of Ms. Patwell's further representation of the Ward for a future hearing.

a copy of the *Petition* and temporary injunction [D.E. # 35]. Service was within the time required by Florida law, and Respondent was afforded reasonable notice and an opportunity to be heard in a manner that protected Respondent's right to due process.

On July 27, 2023, a notice of the Final Hearing was served on the Vulnerable Adult, together with a copy of the *Petition* and temporary injunction [D.E. #36]. Service was within the time required by Florida law. Both the Vulnerable Adult's limited guardian and the Vulnerable Adult's prior counsel in the incapacity and guardianship proceedings attended the hearing.

After hearing the testimony of each party present and of witnesses, and upon hearing the argument of counsel, the Court finds that, based on the specific facts of this case as further set forth below, that there is competent, substantial evidence to find that the Vulnerable Adult was the victim of exploitation or is in imminent danger of becoming a victim of exploitation by the Respondent. It also appears to the Court that there is a likelihood of irreparable harm and no adequate remedy at law. The Court further finds that the threatened injury to the Vulnerable Adult outweighs the possible harm to the Respondent and that the relief provides for the Vulnerable Adult's physical and financial safety.

Specifically, the evidence reflects that the Respondent has no individual assets and receives disability benefits in the amount of \$952.00 per month. The Respondent testified that between the time she moved into the Vulnerable Adult's home (December 2022) and the day of the Final Hearing, she received no other income. The Vulnerable Adult's daughter and Respondent's sister, Joanna Sahm ("Joanna"), testified that since Respondent has resided with the Vulnerable Adult, charges on the Vulnerable Adult's credit card have increased from roughly between \$700.00 and \$1,200.00 per month to between \$2,000.00 and \$3,000.00 per month.

The Respondent further testified that in March of 2023, a female notary arrived at the residence then occupied by Respondent and the Vulnerable Adult. Although the Respondent suspected that the Bernstein family (with whom the Vulnerable Adult is currently litigating against) or Kevin Hall (an attorney involved in that litigation) sent the notary to the residence, the Respondent claims that she took no action while the notary notarized the Vulnerable Adult's signature on documents that revoked a power of attorney in favor of the Vulnerable Adult's then acting agent and trustee, Joanna.

Joanna subsequently instituted incapacity and guardianship proceedings for the Vulnerable Adult on April 17, 2023. Respondent testified that she was aware of those proceedings as of April 17, 2023, and that Respondent was involved in retaining, or at least facilitating the Vulnerable Adult retaining, Amber Patwell, Esq., as private counsel for the Vulnerable Adult in the guardianship proceedings. The Respondent further testified that she was aware of the examining committee member reports of Dr. Stanley Bloom, Dr. M. Brennan Cheshire, and Stephanie Cheshire, but chose to ignore those reports (which, among other things, found that the Vulnerable Adult lacks the capacity to independently contract, consent to medical treatment and manage/dispose of property) in favor of a report obtained from Dr. Sam Sugar ("Dr. Sugar"). Although Dr. Sugar is not a member of the examining committee, Respondent testified that Dr. Sugar's report was the only report she wanted to read.

On June 27, 2023, the Vulnerable Adult was adjudicated incapacitated. This Court determined that the Vulnerable Adult lacks capacity to contract, to sue and defend lawsuits, to personally apply for government benefits, to manage property or to make any gift or disposition of property and to consent to medical and mental health treatment and appointed a limited guardian for the Vulnerable Adult. Joanna testified at the Final Hearing that the Vulnerable Adult lacks the cognitive ability to

independently perform activities of daily living and manage her finances. Joanna further testified that the Vulnerable Adult, at times, cannot recall that she is under guardianship and has previously been a victim of fraudulent bank activity, which resulted in one of her bank accounts being nearly depleted of assets.

During her testimony, the Respondent admitted that she was aware of the incapacity proceedings involving the Vulnerable Adult and the eventual determination of incapacity. Despite that knowledge, Respondent testified that she made an appointment for the Vulnerable Adult at Wells Fargo on July 18, 2023, drove the Vulnerable Adult to and was present at that appointment with Wells Fargo, which resulted in the closure of the Wells Fargo account and the withdrawal of the funds remaining therein by cashier's check. Respondent admitted to subsequently driving the Vulnerable Adult to Bank of America and opening a new account for the Vulnerable Adult at Bank of America where the funds from the Wells Fargo account were deposited and admitted that she failed to notify either the Vulnerable Adult's guardian or the Vulnerable Adult's trustee of her actions.

This Court finds that on or around July 18, 2023, the Respondent knew or should have known that the Vulnerable Adult lacked the capacity to make informed decisions about her finances. The Court further finds that based on Respondent's testimony that she had never served as an agent or healthcare surrogate for the Vulnerable Adult and was aware of the incapacity proceedings and determination, Respondent knew that she had no authority to make financial decisions for the Vulnerable Adult when Respondent facilitated the closure of the Vulnerable Adult's Wells Fargo account and the opening of a new Bank of America account. The Court specifically finds that those actions constitute exploitation of a vulnerable adult. Moreover, the Court finds that there is an imminent risk of future exploitation, as the Respondent's testimony evidences that she is inclined to

ignore the findings of the examining committee, the adjudication of incapacity, and the fiduciary roles occupied by Charles Revard and Joanna Sahm.

SECTION III. INJUNCTION AND TERMS

This injunction will be in full force and effect for a period of sixty (60) days from the date of its issuance.

This injunction is valid and enforceable in all counties of Florida. The terms of this injunction may not be changed by either party alone or by both parties together. Only the Court may modify the terms of this injunction. Either party may ask the Court to change or end this injunction at any time.

Any violation of this injunction by the Respondent may result in prosecution under Section 825.1036, Florida Statutes.

In addition, any violation of this injunction, whether or not at the invitation of Petitioner or the Vulnerable Adult or anyone else, may subject Respondent to civil or indirect criminal contempt proceedings, including the imposition of a fine or imprisonment. Certain willful violations of the terms of this injunction include, but are not limited to: going to or being within 500 feet of the Vulnerable Adult's residence except as permitted herein; exploiting or unduly influencing the Vulnerable Adult; committing any other violation of the injunction through an intentional unlawful threat, word, or act to do violence to the Vulnerable Adult; telephoning, contacting, or otherwise communicating with the Vulnerable Adult directly or indirectly except as permitted herein and unless the injunction specifically allows indirect contact through a third party; knowing and intentionally coming within 100 feet of the Vulnerable Adult's motor vehicle, regardless of whether that vehicle is occupied; or defacing or destroying the Vulnerable Adult's personal property constitutes a misdemeanor of the first degree punishable by up to one year in jail, as provided in section 775.082

or section 775.083, Florida Statutes. A person who has two or more prior convictions for violation of an injunction or foreign protection order against the same victim, and who subsequently commits a violation of any injunction or foreign protection order against the same victim, commits a felony of the third degree, punishable as provided in Sections 775.082, 775.083, or 775.084, Florida Statutes, pursuant to section 825.1036, Florida Statutes. In addition, it is a federal criminal felony offense, punishable by up to life imprisonment, depending on the nature of the violation, to cross state lines or enter Indian country for the purposes of engaging in conduct that is prohibited by this injunction.

18 U.S.C. section 2262.

It is ORDERED AND ADJUDGED:

1. **Exploitation prohibited.** Respondent may not commit, or cause any other person to commit, any acts of exploitation against the Vulnerable Adult. "Exploitation" means: knowingly obtaining or using, or endeavoring to obtain or use, an elderly person's or disabled adult's funds, assets, or property with the intent to temporarily or permanently deprive the elderly person or disabled adult of the use, benefit, or possession of the funds, assets, or property, or to benefit someone other than the elderly person or disabled adult, by a person who: (1) stands in a position of trust and confidence with the elderly person or disabled adult; or (2) has a business relationship with the elderly person or disabled adult.

"Exploitation" also means: obtaining or using, endeavoring to obtain or use, or conspiring with another to obtain or use an elderly person's or disabled adult's funds, assets, or property with the intent to temporarily or permanently deprive the elderly person or disabled adult of the use, benefit, or possession of the funds, assets, or property, or to benefit someone other than the elderly person or disabled adult, by a person who knows or reasonably should know that the elderly person or disabled adult lacks the capacity to consent;

"Exploitation" may also mean a breach of a fiduciary duty to an elderly person or disabled adult by the person's guardian, trustee who is an individual, or agent under a power of attorney which results in an unauthorized appropriation, sale, or transfer of property. An unauthorized appropriation occurs when the elderly person or disabled adult does not receive the reasonably equivalent financial value in goods or services, or when the fiduciary violates any of these duties:

1. For agents appointed under chapter 709:
 - a. Committing fraud in obtaining their appointments;
 - b. Abusing their powers;
 - c. Wasting, embezzling, or intentionally mismanaging the assets of the principal

- or beneficiary; or
 - d. Acting contrary to the principal's sole benefit or best interest; or
2. For guardians and trustees who are individuals and who are appointed under chapter 736 or chapter 744, Florida Statutes:
- a. Committing fraud in obtaining their appointments;
 - b. Abusing their powers; or
 - c. Wasting, embezzling, or intentionally mismanaging the assets of the ward or beneficiary of the trust;

"Exploitation" also means misappropriating, misusing, or transferring without authorization money belonging to an elderly person or disabled adult from an account in which the elderly person or disabled adult placed the funds, owned the funds, and was the sole contributor or payee of the funds before the misappropriation, misuse, or unauthorized transfer of (1) personal accounts; (2) joint accounts created with the intent that only the elderly person or disabled adult enjoys all rights, interests, and claims to money deposited into such account; or (3) convenience accounts created in accordance with section 655.80, Florida Statutes.

In addition to the above, "exploitation" means intentionally or negligently failing to effectively use an elderly person's or disabled adult's income and assets for the necessities required for that person's support and maintenance, by a caregiver or a person who stands in a position of trust and confidence with the elderly person or disabled adult.

Any *inter vivos* transfer of money or property valued in excess of \$10,000 at the time of the transfer, whether in a single transaction or multiple transactions, by a person age 65 or older to a nonrelative whom the transferor knew for fewer than 2 years before the first transfer and for which the transferor did not receive the reasonable equivalent financial value in goods or services creates a permissive presumption that the transfer was the result of exploitation. This applies regardless of whether the transfer or transfers are denoted by the parties as a gift or loan, except it does not apply to a valid loan evidenced in writing that includes definite repayment dates. However, if any repayment of any such loan is in default, in whole or in part, for more than 65 days, the presumption applies.

2. **No contact.** Respondent may not have any contact with the vulnerable adult unless otherwise provided in this section.
- a. Except as provided in paragraph 2 (c) herein, Respondent may not directly or indirectly contact the Vulnerable Adult in person, by mail, e-mail, telephone, fax, through another person, or in any other manner, and may not contact or have any third-party contact anyone connected with the Vulnerable Adult's employment or school, if applicable, to inquire about the Vulnerable Adult or to send any messages to the Vulnerable Adult. Unless otherwise provided herein, Respondent may not go to, in, or within 500 feet of the vulnerable adult's current residence: 21843 Town Place Drive, Boca Raton, FL. 33433, or any residence to which the Vulnerable Adult may move, or the Vulnerable Adult's place of employment: N/A; or where the vulnerable adult

attends school: N/A; or the following place(s) where the vulnerable adult goes often: N/A.

- b. Except as provided in paragraph 2 (c) herein, Respondent may not knowingly come within 100 feet of the Vulnerable Adult's automobile at any time.
- c. Other provisions regarding contact: Per the agreement of counsel on the record at the Final Hearing, Respondent may have supervised visits with the Vulnerable Adult provided the following conditions are met: (1) No later than 48 hours prior to the date and time Respondent would like to visit the Vulnerable Adult, Respondent's counsel shall email a written request for visitation to paralegal, Paula Albright, at paula@kitroserlaw.com; and (2) Respondent shall not bring any guests with her to visit the Vulnerable Adult. Although the Court ordered that there shall be no phone calls between the Vulnerable Adult and the Respondent for the next ~~sixty~~ **(60) days**, the Court accepts the Guardian's offer to facilitate recorded Zoom calls between the Respondent and the Vulnerable Adult while the Respondent is out of town, which Zoom calls shall be coordinated in the same manner as the supervised visits. The Guardian's counsel shall provide the Vulnerable Adult's caregivers with a laptop, which shall be used for the Zoom calls. The Guardian's counsel shall be responsible for obtaining and providing the Zoom call information to counsel for Respondent and the Vulnerable Adult's caregivers. The Guardian's agent shall be responsible for hosting and recording the Zoom meeting.
3. **Mailing Address.** Respondent must notify the Clerk of the Circuit Court of any change in his or her mailing address, or designated e-mail address(es), within 10 days of the change. All further papers (excluding pleadings requiring personal service) will be served by mail to Respondent's last known address. Such service by mail will be complete upon mailing. Section 825.1035, Florida Statutes. Service is complete upon mailing.
4. **Exclusive Use and Possession of the Home/ Permanent Residence**
- ☒ **Possession of the Home/Permanent Residence.** The Vulnerable Adult has exclusive use and possession over the dwelling located at: 21843 Town Place Drive, Boca Raton, FL 33433.
- ☐ **Transfer of Possession of the Home.** A law enforcement officer with jurisdiction over the home will accompany Respondent to the home and shall place Petitioner in possession of the home.
- ☐ **Personal items.** Respondent, in the presence of a law enforcement officer, may return to the premises described above at a time arranged with a law enforcement department having jurisdiction over the home, accompanied by a law enforcement officer only, to obtain his or her clothing and items of personal health and hygiene and tools of the trade. A law enforcement officer with jurisdiction over the premises will go with Respondent to the home and stand by to ensure that he or she vacates the premises with only his or

personal clothing, toiletries, tools of the trade, and any specific items listed below. The law enforcement agency is not responsible for storing or transporting any property.

- ✓ Respondent may not damage or remove any furnishings or fixtures from the premises described above.
- ☐ The following other personal possessions may also be removed from the premises at this time: N/A
- ☐ If Respondent provided services to the Vulnerable Adult, the following services required for the Vulnerable Adult shall continue to be provided: N/A
- ☐ If Respondent was the Vulnerable Adult's caregiver, caregiving services will now be provided to the Vulnerable Adult by: N/A

If the Respondent is not awarded possession of the home and goes to the home without a law enforcement officer, it is a violation of this injunction.

5. Assets. The Court finds probable cause that exploitation has occurred.

- ✓ Subject to the terms herein, the following assets of the Vulnerable Adult, including assets held in trust, and/or lines of credit will be frozen subject to the terms set forth below:

Name of Financial Institution	Address	Account Number
Bank of America, N.A.	██████ St Andrews Blvd, Boca Raton, FL 33433	██████
Allianz Index advantage IRA	PO Box 59060, Minneapolis, MN 55459-0060	██████
Investment Edge 21 VA IRA	Equitable Financial, PO Box 1016, Charlotte, NC 28201-1016	██████
JWC Financial IRA JW	National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	██████
JWCA AUM IRA DZN	National Financial Services/JW Cole	██████

	4301 Anchor Plaza, Suite 450, Tampa, FL 33614	
JW Cole Financial IRA-SEP JW	National Financial Services/JW Cole 4301 Anchor Plaza, Suite 450, Tampa, FL 33614	██████

- ✓ If the Court orders an asset and credit freeze, the Court also orders that living expenses of the Vulnerable Adult will continue to be paid as follows: Joanna Sahm, in her capacity as trustee of the Patricia A. Sahm Revocable Trust and Walter E. Sahm & Patricia A. Sahm Revocable Family Living Trust, shall continue to pay living expenses of the Vulnerable Adult.
- ✓ Additional terms concerning assets: Notwithstanding the asset freeze set forth above, the intent of this asset freeze is to protect the Vulnerable Adult from exploitation. Because the Vulnerable Adult has a court-appointed limited guardian, the above-named financial institutions, companies or individuals holding assets of the Vulnerable Adult are hereby ordered and directed to cooperate with and accept instruction from limited guardian and counsel for the limited guardian as necessary to pay the living expenses of the Vulnerable Adult, and to make deposits or withdrawals or otherwise transact business on the accounts holding such assets.
- ✓ The assets are over \$5000. The following financial institution(s) holding assets belonging to the vulnerable adult is/are ordered to pay to the Clerk of the Circuit Court \$200 from unencumbered assets of the vulnerable adult: Bank of America, N.A.

6. Additional order(s) necessary to protect the vulnerable adult from exploitation.

N/A

SECTION IV DIRECTIONS TO LAW ENFORCEMENT OFFICER IN ENFORCING THIS INJUNCTION

{Unless ordered otherwise by the judge, all provisions of this injunction are considered mandatory provisions and should be interpreted as part of this injunction.}

1. The Palm Beach County Sheriff's Office ("PBSO"), or any other authorized law enforcement officer, is ordered to serve this final injunction upon Respondent as soon as possible after its issuance. Except where the vulnerable adult is the petitioner, PBSO, or any other authorized law enforcement officer, is ordered to serve this final injunction upon the vulnerable adult as soon as possible after its issuance. If any assets are frozen under section 5 of this final injunction, PBSO, or any other authorized law enforcement officer, is ordered to serve this

final injunction upon the financial institution(s) where assets subject to dissipation are held or where a credit line may be exploited as soon as possible after its issuance.

2. **This injunction is valid and enforceable in all counties in Florida.** Violation of this injunction should be reported to the appropriate law enforcement agency. Law enforcement officers of the jurisdiction in which a violation of this injunction occur(s) shall enforce the provisions of this injunction and are authorized to arrest without warrant pursuant to section 901.15, Florida Statutes, for any violation of its provisions.
3. **THIS FINAL INJUNCTION IS ENFORCEABLE IN ALL COUNTIES OF FLORIDA, AND LAW ENFORCEMENT OFFICERS MAY EFFECT ARRESTS PURSUANT TO SECTION 901.15(6), FLORIDA STATUTES.** The arresting agent will notify the State Attorney's Office immediately after arrest.
4. **Reporting alleged violations.**
 - a. In the event of a violation of an injunction for protection against exploitation of a Vulnerable Adult when the person who violated such injunction has not been arrested, the Petitioner may contact the Clerk of the Circuit Court of the County in which the violation is alleged to have occurred. The Clerk of the Circuit Court shall assist the Petitioner in the preparation of an affidavit in support of the violation or direct the Petitioner to the office operated by the Court within the circuit which has been designated by the chief judge of the judicial circuit as the central intake point for injunction violations and where the Petitioner can receive assistance in the preparation of the affidavit in support of the violation.
 - b. The affidavit shall be immediately forwarded by the Clerk of the Circuit Court or the office assisting the Petitioner to the State Attorney of the circuit and to the court or judge as the chief judge of the circuit determines to be the recipient of affidavits of violation. If the affidavit alleges that a crime has been committed, the Clerk of the Circuit Court or the office assisting the Petitioner shall also forward a copy of the affidavit to the appropriate law enforcement agency for investigation. Within 20 days after receipt of the affidavit, the local law enforcement agency shall complete its investigation and forward the affidavit and a report containing the agency's findings to the state attorney. The State Attorney shall determine within 30 business days whether its office will proceed to file criminal charges, prepare a motion for an order to show cause as to why the respondent should not be held in criminal contempt, prepare both as alternative findings, or file notice that the case remains under investigation or is pending subject to another action.
 - c. If, based on its familiarity with the case, the Court has knowledge that the Vulnerable Adult is in immediate danger if the court fails to act before the decision of the State Attorney to prosecute, it should immediately issue an order of appointment of the State Attorney to file a motion for an order to show cause as to why the Respondent should not be held in contempt. If the Court does not issue an order of appointment of the

State Attorney, it shall immediately notify the State Attorney that the Court is proceeding to enforce the violation through a ruling of criminal contempt.

5. Respondent, upon service of this final injunction, is deemed to have knowledge of and to be bound by all matters occurring at the hearing and on the face of this injunction.

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida, this 22nd day of September 2023 at 10:40 a.m.

[Signature]
502023GA000245XXXXMB 09/22/2023
Charles E. Bunton
Circuit Judge

COPIES TO:

- ✓ Palm Beach County Sheriff's Office

Petitioner:

- ✓ Via e-service to Kitroser Lewis & Nighdroll, 631 US Highway 1, Suite 406, North Palm Beach, FL 33407, mitch@kitroserlaw.com, paula@kitroserlaw.com, mikadmin@kitroserlaw.com

Vulnerable adult:

- ✓ Via e-service to Amber H. Patwell, Esq., 136 4th St N Ste 201 Ofc 356, Saint Petersburg, FL 33701-3889, amber@apipinellas.com
- ✓ Patricia A. Sahm, 21843 Town Place Drive, Boca Raton, FL 33433

Respondent:

- ✓ Forwarded to sheriff for service on Respondent at 126 Sea Island Terrace, Boca Raton, FL 33431
- ✓ Via e-service to Inger Garcia, Esq., 7040 Seminole Pratt Whitney Rd., #25-43, Loxahatchee, FL 33470, attorney@ingergarcia.com

If assets or lines of credit are ordered to be frozen, the depositor(ies) or financial institution(s) were served with this injunction in accordance with section 655.0201, Florida Statutes as follows:

- ✓ Bank of America, N.A.
By serving its Registered Agent:
CT Corporation Service
1200 South Pine Island Road

Plantation, FL 33324

- ✓ Allianz Index Advantage IRA
PO Box 59060
Minneapolis, MN 55459-0060
- ✓ Investment Edge 21 VA IRA
Equitable Financial
PO Box 1016
Charlotte, NC 28201-1016
- ✓ JWC Financial IRA JW
JWCA AUM IRA DZN JW Cole
Financial IRA-SEP JW
By serving:
National Financial Services/JW Cole
4301 Anchor Plaza, Suite 450
Tampa, FL 33614


If assets or lines of credit are held by a trust ordered to be frozen, the depositor(ies) or financial institution(s) were served with this injunction in accordance with section 655.0201, Florida Statutes as follows: N/A

I CERTIFY the foregoing is a true copy of the original as it appears on file in the office of the Clerk of the Circuit Court, and that I have furnished copies of this order as indicated above.



CLERK OF THE CIRCUIT COURT

CLERK OF THE CIRCUIT COURT

By: 
Deputy Clerk

Party PIT
ID# 12 EV# 12
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109248066

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 12

000261



IN THE CIRCUIT COURT OF THE 5TH JUDICIAL CIRCUIT,
IN AND FOR MARION COUNTY FLORIDA

CASE NO.: 21-CP-001223-CPAXXX

DIV AX

Judge Kristie Marie Healis

IN RE: ESTATE OF WALTER E. SAHM, JR.

Deceased

_____ /

SETTLEMENT AGREEMENT

Interested Parties BERNSTEIN FAMILY REALTY LLC, a dissolved 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 The Estate of Walter E. Sahm, Jr, The Walter E. Sahm, Jr & Patricia A. Sahm Revocable Family Living Trust dated August 31, 1999, as amended, The P.R., trustee of the trust, and POA/Pre-need Guardian for Patricia A. Sahm: Joanna Sahm, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Settlement Agreement (the "Agreement") on this 10th day of March 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 part of the inventory of the estate of Walter E. Sahm, Jr., has not been assigned or transferred, and the estate 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 the estate, 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 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. Sahn, Jr., is now deceased and his estate is pending in Marion County, and his now incapacitated wife, Patricia Sahm, has a POA/Trustee/Pre-need Guardian with her daughter Johanna Sahm, and are the true current parties 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.", Patricia A. Sahm, by and through POA/P.R./Pre-need Gaurdian Joanna Sahm, and the P.R. for the Walter E. Sahm, Jr. estate, as well as the POA/Pre-need Guardian for Patricia Sahm, daughter Joanna Sahm.

WHEREAS The estate, the trust and the incapacitated surviving spouse, and the Bernstein family and Bernstein Family Realty L L C 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, is 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 sale being cancelled, and 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.

WHEREAS, BFR and the Bernstein family's counsel represents that the funds to pay the initial payment on the Settlement Amount referenced below is subject to a hearing for its release from the court registry on Tuesday March 14, 2023 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 estate and trust, and the P.R. Johana Sahm, John J. Raymond, Jr., Esq. will attend the zoom hearing on March 14, 2023, and fully support the settlement agreement, the release of funds, and will assist with the cancellation of the April 4, 2023 sale in the foreclosure case as the true Party in interest of this first mortgage and note.

WHEREAS the Bernstein Family Realty LLC is a dissolved Florida LLC and will be reinstated upon the release of funds from the court registry. Daniel, Jacob, and Joshua Bernstein are the majority owners with the right to receive distributions from the LLC. They will 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). ~~605.070~~ 9. In winding up the affairs of the L L C 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.

2. **Payment.**

- a. BFR and the Bernstein family shall pay the Estate of Walter E. Sahm, Jr. through its attorney's trust account, John J. Raymond, Esq., the total amount of \$355,609.00 on or before March 14, 2024, as full and final payment and satisfaction toward the current first mortgage and final judgment. (the "Settlement Amount" or the "Payment")
- b. The initial payment shall be \$200,000. 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 on March 14, 2023, to ensure that \$200,000 of the funds are released directly to the trust of account of John J. Raymond, 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 IDTA .

- c. BFR and the Bernstein family shall pay the initial Settlement Amount via check issued directly from the clerk registry to the trust account of John J. Raymond, Esq.
- d. The balance of \$155,000.00 is payable within one year, to wit, March 14, 2024, to the trust account of John J. Raymond, Esq. There will be a simple interest rate charged of 6%, with no pre-payment penalty if paid sooner.
- e. 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 cancel the sale set for April 4, 2023. The Walter E. Sahm, Jr. estate and Johanna Sahm, as P.R. and POA / Re-ned Guardian for Patricia Sahm shall immediately substitute in as parties in the foreclosure case to effectuate this settlement, and shall file the joint motions and agreed orders to cancel the April 4, 2023 sale, as well as support the release of the funds in the Shirley Bernstein Trust case, so no other party or person can interfere with this agreement, cause any further delays in releasing said funds, or cause the property at issue to sell in the foreclosure sale set for April 4, 2023. There are no other interested parties to these funds or to the home at issue.

- f. The parties will cooperate jointly with any title company or lender to secure any additional funds needed for the second payment per this agreement, including partial satisfactions or disclosures.
- g. 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 action prior to the scheduled sale date, April 4, 2023, to inform the court of the settlement, to cancel the April 4, 2023 foreclosure sale, and to abate/stay the foreclosure case pending the final payment if the foreclosure court allows abatements or stays. If stays are not allowable by law, the sale will be cancelled forthwith regardless. No party or other person is to interfere with this settlement or cause the property to be sold.
- h. If BFR and the Bernstein family fail to make the second payment, the estate may proceed with the foreclosure case, amend the final judgment, reinstate the case, or file a new case, and set the property for sale.

3. Stay/Abatement/Dismissal of the Lawsuit. Within 3 days of the March 14, 2023, hearing in front on Judge Laura Johnson, parties shall file the substitution of party plaintiff in the foreclosure case, the Agreed Motion to Cancel Sale and Stay/abate the foreclosure matter, and have the agreement approved in the estate case, if necessary.

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 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 or Fifth Judicial Circuit Courts in and for Palm Beach or Marion 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.


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.

The Estate of Walter E. Sahm, Jr _____ Date: _____	Johanna Sahm, P.R. of Walter E. Sahm, Jr Estate and P.O. A. /Re-Need Guardian for Patricia Sahm _____ Date: _____
Patricia Sahm _____ Date: _____	

The Walter E. Sahm, Jr. & Patricia A. Sahm Revocable Family Living Trust, Dated August 31, 1999, As Amended Date: _____	

Bernstein Family Realty LL C,a dissolved LLC  Joshua Bernstein (Mar 11, 2023 11:04 EST) Date: _____	Eliot Bernstein <u>Eliot Ivan Bernstein</u> Eliot Ivan Bernstein (Mar 11, 2023 11:28 EST) Date: _____
Candice Bernstein  Date: <u>3-11-23</u>	

Jacob Bernstein <u>Jacob Bernstein</u> Jacob Bernstein (Mar 11, 2023 11:22 EST) Date: _____	Joshua Bernstein  Joshua Bernstein (Mar 11, 2023 11:04 EST) Date: _____
Daniel Bernstein <u>Daniel Bernstein</u> Daniel Bernstein (Mar 11, 2023 11:25 EST) Date: _____	

Party P1+
ID# 13 EV# 13
DATE ADMITTED: 1-28-25
Case No. 18C42317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT §



109248093

50-2018-CA-002317-XXXX-MB
PLAINTIFF/PETITIONER 13

000271



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Detail by Entity Name

Florida Limited Liability Company
BERNSTEIN FAMILY REALTY LLC

Filing Information

Document Number L08000054043
FEI/EIN Number 26-2735064
Date Filed 06/02/2008
State FL
Status INACTIVE
Last Event ADMIN DISSOLUTION FOR ANNUAL REPORT
Event Date Filed 09/27/2024
Event Effective Date NONE

Principal Address

2753 NW 34th Street
BOCA RATON, FL 33434

Changed: 04/12/2013

Mailing Address

c/o Eliot Bernstein
2753 NW 34th St
Boca Raton, FL 33434

Changed: 03/16/2023

Registered Agent Name & Address

ZenBusiness, Inc
336 E. College Ave.
Ste. 301
Tallahassee, FL 32301

Name Changed: 03/16/2023

Address Changed: 03/16/2023

Authorized Person(s) Detail

Name & Address

Title AMGR

000272

Bernstein, Daniel E
2753 NW 34th St
Boca Raton, FL 33434

Title Manager

Bernstein, Joshua E
2753 NW 34th Street
BOCA RATON, FL 33434

Title AMGR

Bernstein, Jacob N
2753 NW 34th Street
BOCA RATON, FL 33434

Title AMGR

Bernstein, Eliot I
2753 NW 34th Street
BOCA RATON, FL 33434

Title AMGR

Bernstein, Candice M
2753 NW 34th Street
BOCA RATON, FL 33434

Title AMGR

Hall, Kevin R
2753 NW 34th Street
BOCA RATON, FL 33434

Annual Reports

Report Year	Filed Date
2021	03/16/2023
2022	03/16/2023
2023	03/16/2023

Document Images

03/16/2023 -- REINSTATEMENT	View image in PDF format
07/11/2016 -- CORLCDSMEM	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format

000273

09/29/2010 -- REINSTATEMENT	View image in PDF format
04/20/2009 -- ANNUAL REPORT	View image in PDF format
06/02/2008 -- Florida Limited Liability	View image in PDF format

Party PIT
ID# 14 EV# 14
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109248102

50-2018-CA-C02317-XXXX-MB
PLAINTIFF/PETITIONER 14

000275



RE: Bankruptcy hearing testimony2

ServiceIMGLaw@Yahoo.com/Inbox

•
John Raymond <john.raymond@nelsonmullins.com>

To: Inger Garcia, Inger Garcia, Esq.

Cc: Rsweetapple@sweetapple.com, attorney@ingergarcia.com, Arthur Morburger

Thu, Mar 30 at 4:40 PM

My reading of the note makes it clear to me what the Note and Mortgage passed to the wife by operation of law. Again Mr Sweetapple speaks for her the Estate has no say in the matter



JOHN J. RAYMOND PARTNER

john.raymond@nelsonmullins.com

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PALM BEACH, FL 33480

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•
Inger Garcia <attorney@floridapotlawfirm.com>

To: John Raymond, Inger Garcia, Esq.

Cc: Rsweetapple@sweetapple.com, attorney@ingergarcia.com, Arthur Morburger

Thu, Mar 30 at 4:40 PM

000276

Thank you John.

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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 <amorbarger@bellsouth.net>
Subject: RE: Bankruptcy hearing testimony

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JOHN J. RAYMOND PARTNER

john.raymond@nelsonmullins.com

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From: Inger Garcia <attorney@floridapotlawfirm.com>
Sent: Thursday, March 30, 2023 4:35 PM
To: John Raymond <John.Raymond@nelsonmullins.com>; Inger Garcia, Esq. <serviceimglaw@yahoo.com>
Cc: Rsweetapple@sweetapple.com; attorney@ingergarcia.com; Arthur Morburger <amorbarger@bellsouth.net>
Subject: Re: Bankruptcy hearing testimony

000277

Thank you John for ur response. I need to know if the estate has rights to tell state court in the morning since Walter Sahm never substituted out. Because right now you told me the estate has no rights to settle. Patricia is the only remaining Plaintiff and I heard that there was a Poa by Joanne and I have never seen it .

We agree to settle foreclosure case tomorrow and I need communication. Thank you.

Thank you.

I remain,

Inger M. Garcia, Esq.

Florida Litigation Group, P.A.

4839 Volunteer Road, #514

Davie, FL 33330

Direct Line: 954-394-7461

This is a confidential attorney-client communication. If received in error, please report receipt of this e-mail and delete. Thank you.

-
- **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

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JOHN J. RAYMOND PARTNER

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From: Inger Garcia <attorney@floridapotlawfirm.com>

Sent: Thursday, March 30, 2023 4:35 PM

To: John Raymond <John.Raymond@nelsonmullins.com>; Inger Garcia, Esq. <serviceimglaw@yahoo.com>

Cc: Rsweetapple@sweetapple.com; attorney@ingergarcia.com; Arthur Morburger <amorburger@bellsouth.net>

Subject: Re: Bankruptcy hearing testimony

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I remain,

Inger M. Garcia, Esq.

Florida Litigation Group, P.A.

000279

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Direct Line: 954-394-7461

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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 <amorbarger@bellsouth.net>
Subject: RE: Bankruptcy 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 his firm



JOHN J. RAYMOND PARTNER

john.raymond@nelsonmullins.com

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From: Inger Garcia, Esq. <serviceimglaw@yahoo.com>
Sent: Thursday, March 30, 2023 4:14 PM
To: John Raymond <John.Raymond@nelsonmullins.com>

000280

Cc: Rsweetapple@sweetapple.com; Inger Garcia <attorney@floridapotlawfirm.com>; Inger Garcia <attorney@ingergarcia.com>; Arthur Morburger <amorburger@bellsouth.net>
Subject: Re: Bankrutpcy hearing testimony

With all due respect this does involve the estate as to where the funds are paid in any settlement of the foreclosure case. Is it going 100% to Patricia directly or 50/50 to Patricia and the trust or the estate.

Also, I need a copy of the poa that existed as to Joanne and why she is the decision maker in the foreclosure case.

So I need an answer by 9 am of who has the rights to the funds of any settlement of the foreclosure case and I need to know who to pay.

I also need a response as to your position on canceling the sale while the settlement is consummated to represent to the court. Thank you for for your anticipated cooperation.

Sent from Yahoo Mail for iPad

On Monday, March 27, 2023, 11:47 AM, John Raymond
<John.Raymond@nelsonmullins.com> wrote:

As I informed you before, this is just sweet apple is representing the party, plaintiffs in this matter, and all responses should come from his office

Sent from my iPhone

On Mar 27, 2023, at 11:25 AM, Inger Garcia, Esq. <serviceimglaw@yahoo.com> wrote:

Mr. Sweetapple and Mr. Raymond:

Please respond today to the email below today so I can represent to the court your position and who current owner of the note is. Thank you.

I remain,

Inger M. Garcia, Esq. for
Florida Litigation Group, P.A.
Florida Pot Law Firm, P.A.

Mailing Address: 4839 Volunteer Road, #514, Davie, FL 33330

Direct Line: (954) 394-7461

Office: (954) 451-2426



INGER GARCIA



(954) 451-2426



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000282

On Friday, March 24, 2023 at 07:49:10 PM EDT, Inger Garcia, Esq.
<serviceimglaw@yahoo.com> wrote:

Mr. Sweetapple:

I am requesting you agree to cancel the sale and do an immediate mediation with the plaintiffs. Please let me know your client's position so I can inform the court in my motion. Thank you. .

I remain,

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



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On Friday, March 24, 2023 at 05:05:22 PM EDT, Inger Garcia, Esq.
<serviceimglaw@yahoo.com> wrote:

To be clear - please clarify the following as soon as possible - so I know what to represent to the foreclosure judge and the estate judge in my motion to cancel sale I am filing monday.

1. Is it true the estate has no rights to the note and foreclosure case and only Patricia Sahm Sr is the beneficial owner of that with the right to foreclose and is the person to whom the payment would go to?
2. Mr. Sweetapple represents Patricia Sahm Sr. through Joanne Sahm based only on that power of attorney and has been presenting the prior settlement offers only to Joanne and not Patricia Sahm Sr. . Joanne Sahm has been making all of the decisions to date in all the active cases, including the bankruptcy judgment for the estate against my clients.

000284

3. Is it true that Joanne Sahm's only involvement with this foreclosure case is solely based on a power of attorney that was purportedly entered into by Patricia Sahm Sr? I need a copy of the POA please.

4. Joanne Sahm is not a party to the foreclosure case and not the guardian for Patricia Sahm correct?

5. Joanne Sahm is the P.R. of the estate and this note is not an assets per any inventory filed in the estate.

6. Joanne Sahm is the trustee of the trust of Sahm - but that has nothing to do with the estate or the foreclosure case or the note at issue.

Please answer these questions so I do not need to file a dec action and ask these courts to rule on these issues and I can present my next settlement offer to the correct lawyer and correct beneficiary or person who can make the decision to accept or reject the offer.

Thank you.

I remain,

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



INGER GARCIA



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On Tuesday, March 14, 2023 at 12:31:28 PM EDT, John Raymond
<john.raymond@nelsonmullins.com> wrote:

000286

Inger Please be advised that all discussion are to be with MR Sweetapple and I will not be handling this any longer discussions are terminate



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

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From: Inger Garcia, Esq. <serviceimglaw@yahoo.com>
Sent: Tuesday, March 14, 2023 7:51 AM
To: John Raymond <John.Raymond@nelsonmullins.com>
Subject: Re: Bankrutpcy hearing testimony

I will tell court today we are in settlement talks I am very I'll with flu or something Thanks for assisting and clarification

[Sent from Yahoo Mail for iPhone](#)

On Tuesday, March 14, 2023, 7:48 AM, John Raymond
<John.Raymond@nelsonmullins.com> wrote:

Good morning and responsive to your comment yesterday and documents a couple things need to be cleared up. Mrs. Sahm is not under a guardianship the document you saw or documents dealing with the unfortunate situation of Patricia Sahm, the daughter bringing a gun to the mothers house, etc. Also, Johanna sahm Did not in the bankruptcy hearing claim that her mother was under guardianship. She said that her mother had some cognitive issues and she was helping and taking care of her mothers matters and as you know, she had a power of attorney for her mother. And last but not least the promissory note from your client to Mr. and Mrs. Sahm passed by operation of law to Mrs. Sahm upon Walter's death and it was not. It is not a probate asset and therefore the estate of Walter so I'm just not need to be included as a party . If your clients still want to resolve this matter as you and I discussed yesterday please send me the appropriate documents.

Sent from my iPhone

000287

On Mar 13, 2023, at 4:53 PM, Inger Garcia, Esq. <serviceimglaw@yahoo.com> wrote:

◀External Email▶ - From: serviceimglaw@yahoo.com

I remain,

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



INGER GARCIA



(954) 451-2426



Direct Line (954) 394-7461



Attorney@FloridaLitGroup.com



www.FloridaLitGroup.com



4839 Volunteer Road, #514 Davie, FL 33330



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From: Inger Garcia <attorney@floridapotlawfirm.com>

To: ServiceIMGLAW@yahoo.com <serviceimglaw@yahoo.com>

Sent: Monday, March 13, 2023 at 04:51:54 PM EDT

Subject: Bankruptcy hearing testimony

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

I remain,

Inger M. Garcia, Esq.

Florida Litigation Group, P.A.

4839 Volunteer Road, #514

Davie, FL 33330

Direct Line: 954-394-7461

000289

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AD

000290

Party DPH
ID# H EV# 7
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109248211

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 7

000291

BUREAU of VITAL STATISTICS

DEFENDANT'S
EXHIBIT

FENGAD 800-631-6888

eid

AMENDED

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2021002655

DATE ISSUED: APRIL 15, 2022

DECEDENT INFORMATION

DATE FILED: JANUARY 12, 2021

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.

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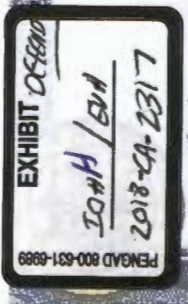
000292

CERTIFICATION OF VITAL RECORD



VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED





109248237

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 8

000293

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

Defendants.

Party Defendant BFR
ID# 1 EV# 8
DATE ADMITTED: 1/28/25
Case No. 2018CA 2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE

FINAL JUDGMENT OF FORECLOSURE

THIS CAUSE came before the Court on November 22, 2021 upon Plaintiffs' Motion for Summary Final Judgment of Foreclosure. The Court, having reviewed the Motion, the attached exhibits, affidavits, and evidence, having reviewed the court file and record, having heard argument of counsel, and after being otherwise duly advised in the premises, it is hereby

ORDERED and ADJUDGED that Plaintiffs' Motion is **GRANTED** as follows:

1. **Final Judgment.** The parties have consented to the entry of this Final Judgment.
2. **Value of Claim.** At the initiation of this action, in accordance with section 28.241(1)(a)2.b, Florida Statutes, Plaintiff estimated the amount in controversy to be \$110,000.00.

In accordance with section 28.241(1)(a)2.c, Florida Statutes, the Court identifies the actual value of the claim as set forth below. For any difference between the estimated amount in controversy and the actual value of the claim that requires the filing fee to be adjusted, the Clerk shall adjust the filing fee. In determining whether the filing fee needs to be adjusted, the graduated filing fee scale in section 28.241(1)(a)2.d, Florida Statutes, controls. In an excess filing fee was paid, the Clerk shall provide a refund of the excess fee. In an additional filing fee is owed, the plaintiff shall pay the additional filing fee at least five (5) business days prior to the judicial sale. In any additional filing fee owed is not paid prior to the judicial sale, the Clerk shall cancel the judicial sale without further order of the Court.

3. **Amounts Due.** Plaintiffs Walter E. Sahm and Patricia Sahm, are owed:

Principal:	\$110,000.00;
Interest at Note rate to 6/19/2014:	\$3,850.00;
Default Interest at 18% 6/20/2014 – 12/31/2021	\$149,122.56
Real Property Taxes paid by Lender	\$38,596.62
Attorney's Fees	\$52,005.50
TOTAL:	\$353,574.68

The interest on the **TOTAL SUM** shall bear at a rate pursuant of 18%.

4. **Lien on Property.** Plaintiff holds a lien for the total sum superior to any and all claims or estates of Defendant(s), on the following described property in Palm Beach County, Florida:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida

5. **Sale of Property.** If the total sum with interest at the rate described in Paragraph 1 and all costs accrued subsequent to this judgment are not paid, then the Clerk of the Court shall sell the property at public sale on April 20, 2022, beginning at 10:00 a.m. to the highest bidder for cash, except as prescribed in Paragraph 4, at the courthouse located at 205 North Dixie Highway Suite 323, West Palm Beach, FL 33401 in Palm Beach County, Florida, in accordance with § 45.031, Florida Statutes (2021), using the following method: <https://palmbeach.realforeclose.com>. The foreclosure sale can only be cancelled by Court Order.

6. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk of the Court in the event Plaintiff is not the buyer of the subject property for sale, provided, however, that the buyer of the subject property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the buyer of the subject property for sale, then the Clerk of the Court shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this Final Judgment, or such part of it as necessary to pay the bid in full.

7. **Distribution of Proceeds.** On filing the certificate of title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 3 from this date to the date of the sale; and by retaining any remaining amount pending further Order of Court.

8. **Right of Redemption.** On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be

foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any.

9. **Right of Possession.** Upon filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant or tenant remains in possession of the property, an Order Granting the Motion for Writ of Possession shall be entered without further notice or hearing, subject to the purchaser's compliance with Section 83.561, Florida Statutes.

10. **Jurisdiction Retained.** Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment, writs of possession and such supplemental relief or judgments as may be appropriate.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT. IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE ST. LUCIE CLERK OF THE COURT, WITHIN 10 DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD

TO PAY AN ATTORNEY, YOU MAY CONTACT FLORIDA RURAL LEGAL SERVICES MONDAY THROUGH FRIDAY AT 1-888-582-3410 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT FLORIDA RURAL LEGAL SERVICES AT 1-888-582-3410 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

DONE and ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida,
this 21 day of December, 2021.



502018CA002317XXXMB - 12/21/2021
John S. Kastrenakes - Circuit Judge

502018CA002317XXXMB 12/21/2021
John S. Kastrenakes
Circuit Judge

A COPY OF THIS ORDER IS BEING SERVED ON THE FOLLOWING PARTIES VIA THE E-FILING PORTAL:

Robert A. Sweetapple, Esquire, Sweetapple, Broeker & Varkas, PL, 4800 N. Federal Highway, Suite D306, Boca Raton, Florida 33431 (pleadings@sweetapplelaw.com)

Eliot Ivan Bernstein, 2753 NW 34th St., Boca Raton, FL 33434 (iviewit@iviewit.tv)

Brian O'Connell, Esquire, O'Connell & Crispin, PLLC, 420 Royal Palm Way, Palm Beach, FL 33480 (boconnell@ocalawyers.com)

Cary P. Sabol, Esquire, Law Offices of Cary P. Sabol, P.O. Box 15981, West Palm Beach, FL 33416 (Csabol@sabollaw.com)

Alan B. Rose, Esquire, Mrachek-law, Fitzgerald & Rose, PL (Arose@Mrachek-law.com)

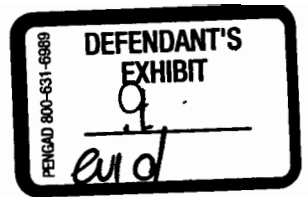


109248248

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 9

000299

Party Defendant BFR
ID# J EV# 9
DATE ADMITTED: 1/28/25
Case No. 2018CA 2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



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 Carolyn Bell

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.

CONSOLIDATED RESPONSE AND MOTION

**MOTION TO CONTINUE HEARING SET ON UMC FOR JANUARY 3, 2023 AND TO
RESET AS EVIDENTIARY HEARING**

And

**RESPONSE TO PLAINTIFF'S MOTION TO RESET FORCLOSRE SALE AND ISSUE
RE-NOTICE OF SALE**

And

MOTION TO STRIKE SECOND RE-NOTICE OF HEARING

And

**MOTION TO STRIKE PLAINTIFF'S MOTION TO RESET FORCLOSURE SALE AND
ISSUE RE-NOTICE OF SALE**

BERNSTEIN FAMILY REALTY LLC; a dissolved LLC (being reinstated). (hereinafter known as "Defendants" or "BFR") (for purposes to contest jurisdiction et.al. without waiving motions to quash), **ELIOT BERNSTEIN, Individually and as Natural Guardians of Minor Children JO., JA., and D. BERNSTEIN;** (hereinafter known as "Defendants" or "ELIOT"),

CANDICE BERNSTEIN, Individually and as Natural Guardians of Minor Children JO., JA., and D. BERNSTEIN; (hereinafter known as “Defendants” or “Candice”) AND ALL UNKNOWN TENANTS. (hereinafter known as “Defendants” or “TENANTS”) ADULT DANIEL BERNSTEIN (hereinafter known as “Defendants” or “DANIEL”) ADULT JOSHUA BERNSTEIN (hereinafter known as “Defendants” or “JOSH”) ADULT JACOB BERNSTEIN. (hereinafter known as “Defendants” or “JACOB”) (hereinafter known jointly as “Defendants”), by and through the undersigned counsel hereby files this Motion to Continue Hearing set on UMC for January 3, 2023 and to Reset for Evidentiary Hearing, Motion to Strike Second Re-Notice of Hearing, dated September 30, 2022, and Motion to Strike Plaintiff’s Motion to Reset Foreclosure Sale and Issue Re-Notice of Sale, dated, August 17, 2022 as well as the Response to Plaintiff’s Motion to Reset Foreclosure Sale and Issue Re-notice of Sale, as follows:

**INTRODUCTION AND SUMMARY OF ISSUES PREVENTING
RESETTING THE SALE AND REQUEST FOR EVIDENTIARY HEARING**

1. A continuance is requested of the hearing set for tomorrow, January 3, 2023, on the UMC calendar for numerous reasons set forth below.
2. A short list of the reasons to be expanded, are the following: the undersigned is new to this particular case, and has represented the three adult Bernstein men (Josh, Daniel and Jacob) in a case in front of Judge Laura Johnson to release funds to satisfy the 1st mortgage, and in the process has discovered very significant legal issues in this case that were not disclosed to Judge Kastrenakes, including:
 - a. The fact that there is not, and has not been, a proper Plaintiff to file pleading in this case since the **death of Plaintiff on January 5, 2021, as to Walter Sahm**; and since 2021 as to **Patricia Sahm due to her undisclosed incapacitation**; (disclosed in bankruptcy court 8/25/22) and it has been hidden from this court,

- b. First named Plaintiff Walter Sahm's death was on January 5, 2021, and that was never disclosed to the court by Plaintiffs, as well as running of the 90-day's substitution time frame causing a mandatory dismissal and all his pleading must be stricken.
- c. Plaintiff's counsel continues to file pleadings with no legal authority for both Plaintiffs and has no authority whatsoever since prior to the Summary Judgment hearing and the Final Judgment entered December 23, 2021; due to DEATH OF WALTER SAHM and INCAPCITATION OF PATRICIA SAHM,
- d. Second named Plaintiff Patricia Sahm is incapacitation and Plaintiff Patricia Sahm's "pre-Need Guardian" and POA and incapacitation were never disclosed to this Court resulting in no standing, no proper guardian, no proper substitution, and as a result all pleadings are a nullity and must be stricken and case dismissed.
- e. The current motion to reset sale and Notice of Hearings were filed with no proper plaintiffs or authority, and on behalf of a non-party Joann Turner, Trustee of the Ronald C. Turner 2012 Irrevocable Trust (see wherefore clause), in addition to the dead plaintiff and the incapacitated plaintiff.
- f. Jurisdictional issues including lack of service, misrepresentations as to service, defaults being entered without proper affidavits of service, not properly serving the third amended complaint, misrepresentations as to the adult children's ages.
- g. Improper service or complete lack of service issues,
- h. Improperly named parties and failure to include indispensable parties, including the three adult Bernstein men.
- i. The fact that the Plaintiff violated the rules and administrative orders by unilaterally setting the hearing and then refusing to cooperate on resetting the hearing as a proper evidentiary hearing.

3. Filed contemporaneously with this motion is a copy of the death certificate of Walter Sahm.
4. Being filed very shortly is the following motions:
 - a. Motion to Strike all Pleading since Death and incapacitation of Plaintiffs.
 - b. Motion to Dismiss for failure to substitute and for fraud on the court.
 - c. Motion to Set Aside Final Judgment per 1.540 as void and for numerous other valid reasons.
 - d. Notice of filing bankruptcy audio from 8/25/22 hearing wherein Joanna Sahm, the daughter of the Plaintiffs, testified to the death of her father, the incapacitation of her mother, and her being appointed as P.R. of her father's estate, which was never substituted herein, as well as partial excerpts of the hearing.
 - e. Motion to intervene by the three adult children never served properly, who are the managing members of dissolved Defendant Bernstein Family Realty LLC per secretary of state.
 - f. Motion to Strike pleading filed on behalf of the purported 2nd mortgagor by Alan Rose, Esq or others for Ted Bernstein; fully knowing that it is unenforceable due to potential fraud in the inception and that the statute of limitations has long run for any possible enforcement. This action is causing the Defendants to not be able to refinance the home to save it, has caused significant damage to the Defendants, and is being used for leverage. Further, other available funds have been purposefully held up that could have been used to save the home.
 - g. As a result, a Motion to quiet title and for damages for intentional interference with ability to pay off first when it was only \$110,000.00 is being filed and prosecuted. Alternatively, a new lawsuit to quiet title and a motion to consolidate will be filed.

- h. Motion to appoint a guardian if not dismissed.
- i. A Motion to Reinstate Appeal is also being filed.

MOTION TO STRIKE NOTICE OF HEARING AND MOTION FOR SALE

Defendants, by and through undersigned counsel, moves the Court to strike the Notice of Hearing and the Motion to set a foreclosure sale in the above-styled action on the following grounds.

1. The Notice of Hearings, (DE187 DE 188) and Second Re-Notice of Hearing (DE 190 and 191) were filed 9/30/22, the 8/17/22. The Motion to Reset the Foreclosure Sale and Issue Re-Notice of Sale (DE 186). The Final Judgment dated 12/23/21 (De 88), “were not served on the three adult children, nor their counsel.
2. The notice and motion purportedly named as one of the movants a deceased person, Plaintiff Walter Sahm as the filer of the pleadings.
3. The notice and motion named as another one of the movants, Plaintiff Patricia Sahm, who is 81 and incapacitated and “documented cognitively impaired” as testified to by her daughter Joanna Sahm in a bankruptcy proceeding on August 25, 2022.
4. The conclusory “wherefore” paragraph of the motion names a Trust, not a party to this action or to the judgment, as the moving party.
5. The certification of speaking in person or by telephone with the attorneys for all parties who may be affected by the relief sought in the motion or self-represented parties is false. No attempt has been made to reach out to any of the Bernstein’s or their counsel, or BFR, Bernstein Family Realty LLC.
6. Also, the certificate of service is incorrect as it reflects that all parties listed on the service list on the portal were served and that is also not the case. BFR was not served.

7. Plaintiff WALTER SAHM IS DEAD since 12/23/21 (see the Death Certificate filed under a separate Notice of Filing on today's date).
8. Walter Sham died on 1/5/2021. See death certificate.
9. Attorney Sweetapple continued to date to represent him as if he is alive and has never disclosed to this court his death.
10. Eliot and Candice Bernstein filed a suggestion of death in DE 149, DE 155 and DE 156 on or about 4/4/2022.
11. Attorney Sweetapple cannot represent Walter Sahm since his death on 1/5/21 and he continues this masquerade by filing the motion for Summary Judgment, the Final Judgment, the notice of hearings and the motion to reset the sale, set for January 3, 2023.
12. On 8/17/22, more than 120 days after the initial suggestion of death were filed by defendants, and over a year and 8 months after the Plaintiff's undisclosed death, Plaintiff attorney filed the Motion to Reset the Sale. This is past the 90 days after the suggestion of death was filed by the Defendants Bernstein and this continued filing of the Notice of hearings and Motion to Reset Sale are shams and must be stricken. These pleadings are a nullity and must be stricken and the case dismissed.
13. It is untimely to substitute in the estate of Walter Sahm at this time, as well as to substitute in Joanna Sahm as the guardian due to her failure to disclose or inform the court of the "pre-need guardianship" and the lack of timely filing within the 20 days per statute.
14. There has already been filed, more than 90 days ago, a copy of suggestion of death and the Walter Sahm's death certificate is being filed contemporaneously with this motion.
15. Nothing has been done to substitute Walter Sahm's estate by his Personal Representative, Joanne Sahm.

16. It is therefore improper to purport to file any motion or to notice that motion for hearing in his name.

17. In re *Engle Related Cases*, 239 So.3d 166 (Fla. 1st DCA 2018) (“The lawsuits filed here were nullities because dead person cannot file and maintain a lawsuit.”); *Cocoa Acad. For Aerospace Tech. v. Sch. Bd. Of Brevard Co.*, Fla. 706 So.2d 397, 398 (Fla. 5th DCA 1998) (Dead persons aren’t qualified to conduct a suit); *In re Engle Cases*, 767 F.2d 1082, 1086-87 (11th Cir. 2024) (“As any lawyer worth his salt knows, a dead person cannot maintain a personal injury claim.”); *Brickell v. McCaskill*, 106 So. 470 (Fla. 1925) (recognizing that the attorney-client relationship terminated at [the client’s] death.”); *Prop. Owners Ass’n v. Schnurr*, 4D19-3474 (Fla. 4th DCA 2022); *De La Riva v. Chavez*, 303 So.3d 955 (Fla. 4th DCA 2020); *In r Marriage of Kirby*, 280 So.3d 100 (Fla. 4th DCA 2019)

PLAINTIFF PATRICIA SAHM’S LACK OF CAPACITY

18. At the bankruptcy hearing, on 8/25/22, Patricia Sahm’s daughter, Johanna Sahm, testified that she is the daughter of the Plaintiffs herein Walter and Patricia Sahm (AUDIO 6:45) and that her father Walter Sahm passed away (A 6:52) and that she is the PR of her father’s estate (A 6:57). She testified that she was her mother’s “pre-need guardian and has her mother’s power of attorney” (A 7:29) and she further testified” her mother is 81 years old (A 7:25) and that her mother Patricia Sahm was “documented with cognitive impairment” (A 7:29) and that she handles all of her mother’s affairs (A7:29).

19. The power of attorney is of course invalid since the mother Patricia Shan is admittedly incompetent.

20. After diligent research to locate the guardianship, it has been determined that no guardian has been appointed.

21. See *Paul v. Gonzalez*, 960 So.2d 858 (Fla. 4th DCA 2007) which held:

“Under rule 1.210, when the unrepresented plaintiff in this action became incompetent, the trial court itself should have either appointed a guardian ad litem or entered “such other order as it deems proper for the protection” of the incompetent plaintiff. The policy of the rule is that the court should insure that the interests of the incompetent party will be protected until someone is qualified to succeed to his interests. In this instance, the trial court did neither. Not only does rule 1.210 authorize these actions, it plainly requires them. In failing to do either one, the dismissal clock began ticking on Paul’s lawsuit without any representative capable of understanding the lapse of time and the consequent effect on his legal rights. He was left without any person qualified to take action on his behalf.”

22. See also, Fla. Stat. §744.3045(7):

744.3045 Preneed guardian. —

(1) A competent adult may name a preneed guardian by making a written declaration that names such guardian to serve in the event of the declarant’s incapacity.

(2) The written declaration must reasonably identify the declarant and preneed guardian and be signed by the declarant in the presence of at least two attesting witnesses present at the same time.

(3) The declarant may file the declaration with the clerk of the court. When a petition for incapacity is filed, the clerk shall produce the declaration.

(4) Production of the declaration in a proceeding for incapacity shall constitute a rebuttable presumption that the preneed guardian is entitled to serve as guardian. The court shall not be bound to appoint the preneed guardian if the preneed guardian is found to be unqualified to serve as guardian.

(5) The preneed guardian shall assume the duties of guardian immediately upon an adjudication of incapacity.

(6) If the preneed guardian refuses to serve, a written declaration appointing an alternate preneed guardian constitutes a rebuttable presumption that such preneed guardian is entitled to serve as guardian. The court is not bound to appoint the alternate preneed guardian if the alternate preneed guardian is found to be unqualified to serve as guardian.

(7) Within 20 days after assumption of duties as guardian, a preneed guardian shall petition for confirmation of appointment. If the court finds the preneed guardian to be qualified to serve as guardian pursuant to ss. 744.309 and 744.312, appointment of the guardian must be confirmed. Each guardian so confirmed shall file an oath in accordance with s. 744.347 and shall file a bond, if required. Letters of guardianship must then be issued in the manner provided in s. 744.345.

History.—s. 21, ch. 89-96; s. 12, ch. 90-271.

22. Joanne Sahm did not timely file a guardianship within 20 days of the 8/25/22 hearing or 20 days of the preneed guardianship being used, nor did she produce proof of the pre-need guardianship signed in front of two witnesses as required by law. Further the pre-need guardian did not move to intervene here.

23. In fact, this issue to date has not been reported to this Court.

24. Further, Fla. Stat. §709.2109 terminates Joanna Sahm's Power of Attorney given the lack of capacity.

**BANKRUPTCY PROVED KNOWLEDGE OF THE DEATH AND INCAPACITATION
OF PLAINTIFFS AND THE INTENT TO CONTINUE THE SHARADE**

25. Also, the undersigned appeared at a prior hearing in the bankruptcy as a courtesy to the Bernsteins and informed the bankruptcy court of the death of Walter Sahm as the filing attorney Brad Shraber, Esq. filed a notice of appearance on behalf of the dead man Walter Sahm. He went on to correct this filing and brought in the estate through the P.R. This portion of the transcript will also be filed.

26. At the August 25, 2022, bankruptcy hearing, the Bankruptcy Judge did address this improper filing. The Plaintiff's attorneys herein, as well as Ted Bernstein's attorney herein, were fully aware of the death and incapacitation of the Plaintiffs, and they have purposefully chosen not to inform this court, or the prior Judge, of this significant legal development and have chosen to move forward in this improper and illegal series of null filings with no authority or proper substitutions.

27. Further, Ted Bernstein's attorney and Ted Bernstein are fully aware that the 2nd mortgage is clouding the title and is preventing the refinance of this home in order to save it.

28. Judge Laura Johnson is allowing some of the adult children's funds to be used for purposes of saving this home which the adult Bernsteins have invested significant funds. They cannot pay

the 1st mortgage without the second mortgage being cleared. This tactical delay of addressing the 2nd by the Plaintiff's and the other is causing serious harm to the Defendants herein.

**TWO OF THE CHILDREN HAD REACHED ADULTHOOD PRIOR TO FILING OR
JUDGMENT AND ALL THREE ARE ADULTS NOW**

29. A Motion to Vacate Default for 2 adult children was filed as DE 83 filed on 10/12/2020.

The adult Bernstein men were never properly named or served in this case. Now all three are adults. None have ever been properly served in this matter, nor named properly. Three of the children have already reached adulthood and have not been served with the Judgment.

30. Fla.Stat. §415.101 was designed to protect adults in need. Here the adults are not in need and a guardian was not needed as named.

415.101 Adult Protective Services Act; legislative intent.—

(1) Sections 415.101-415.113 may be cited as the “Adult Protective Services Act.”

(2) The Legislature recognizes that there are many persons in this state who, because of age or disability, are in need of protective services. Such services should allow such an individual the same rights as other citizens and, at the same time, protect the individual from abuse, neglect, and exploitation. It is the intent of the Legislature to provide for the detection and correction of abuse, neglect, and exploitation through social services and criminal investigations and to establish a program of protective services for all vulnerable adults in need of them. It is intended that the mandatory reporting of such cases will cause the protective services of the state to be brought to bear in an effort to prevent further abuse, neglect, and exploitation of vulnerable adults. In taking this action, the Legislature intends to place the fewest possible restrictions on personal liberty and the exercise of constitutional rights, consistent with due process and protection from abuse, neglect, and exploitation. Further, the Legislature intends to encourage the constructive involvement of families in the care and protection of vulnerable adults.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, ch. 73-176; s. 1, ch. 77-174; ss. 3, 5, ch. 79-287; s. 15, ch. 79-298; s. 1, ch. 80-293; s. 1, ch. 83-82; s. 61, ch. 85-81; s. 27, ch. 86-220; s. 93, ch. 95-418; s. 1, ch. 2010-31.

THE MOTION TO RESET FORCLOSURE SALE IS ALLEGELY
BY A NONPARTY TRUST

31. The Motion to reset the Sale contains in the wherefore clause a non-party, Joann Turner, Trustee of the Ronald C. Turner 2012 Irrevocable Trust and it must be stricken as filed by a dead person, an incapacitated person and a non-party.

ATTORNEY FEES AND COSTS

32. The Defendants have retained the undersigned and have agreed to pay reasonable fees and costs.

33. Pursuant to Fla.Stat. §57.105, et.sec., the undersigned is seeking fees and costs for the prosecution of this motion and for defending against the improper foreclosure.

WHEREFORE CLAUSE

Wherefore, it is respectfully requested that this Honorable Court to cancel this UMC motion calendar hearing set for January 3, 2023, strike the notice of hearing and the motion to reset the sale, to award attorney's fees and costs for the defense of this motion, and to set an evidentiary hearing on the issues of the death of Plaintiff Walter Sahm and the Incapacitation of Patricia Sahm, the lack of service on the adult children, and for any relief deemed fit and proper.

Respectfully submitted,

By: /s/ Inger M. Garcia
Inger M. Garcia, Esquire
Florida Bar Number: 0106917
FLORIDA LITIGATION GROUP
4839 Volunteer Road, #514
Davie, FL 33330
Direct: (954) 394-7461

Service: Attorney@ingergarcia.com
Email: Attorney@floridapotlawfirm.com
Email: serviceIMGLaw@yahoo.com
Counsel for Listed Defendants

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 2nd day of January 2023.

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

E-Portal List from E-Filing:

DEFENSE AND DEFENDANTS

Inger M. Garcia, Esq., attorney@ingergarcia.com attorney@floridapotlawfirm.com
serviceimglaw@yahoo.com

Leslie Ann Ferderigos, Esq., leslie@fightingfirm.com

Arthur J. Morburger, Esq., Amorburger@bellsouth.net

Candice M. Bernstein, tourcandy@gmail.com

Eliot Ivan Bernstein, iviewit@iviewit.tv iviewit@gmail.com iviewit@gmail.com
tourcandy@gmail.com

Daniel Bernstein, dannymojol@gmail.com

Jacob Bernstein, telcnetjake@gmail.com

Joshua Bernstein, telenetjosh@gmail.com

Bernstein Family Realty, LLC c/o/ tourcandy@gmail.com iviewit@iviewit.tv

PLAINTIFF COUNSEL

Robert A. Sweetapple, Esq., pleadings@sweetapplelaw.com paralegal@sweetapplelaw.com
rsweetapple@sweetapplelaw.com

Berkley Sweetapple, Esq., bsweetapple@sweetapplelaw.com

Naomi Alzate, Nalzate@sweetapplelaw.com Pleadings@sweetapplelaw.com
legalassistant@sweetapplelaw.com

OTHERS

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Ted Bernstein, ted@lifeinsuranceconcepts.com

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Oppenheimer Trust Company of New Jersey, Hunt.Worth@opco.com

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Clara Crabtree Ciadella, Esq., clara@kitroserlaw.com

Cynthia Miller, Esq., cmiller@sweetapplelaw.com pleadings@sweetapplelaw.com
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Mrachek, Fitzgerald, Rose, Konopka, Thomas & Weiss, arose@mrachek-law.com

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Robert L. Spallina, Esq., rspallina@tescherlaw.com kmoran@tescherlaw.com

Alan Jay Ciklin, Esq., aciklin@ciklinlubitz.com

Ciklin, Lubitz f.k.a Ciklin, Lubitz, Martens & O'Connell, aciklin@ciklinlubitz.com

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paralegal@mandellawgroup.com

Brian M. O'Connell, Esq., service@OCAlawyers.com tdodson@OCAlawyers.com

O'Connell & Crispin Ackal, PLLC, boconnell@ocalawyers.com

Steven Alan Lessne, Esq., slessne@gunster.com lvanegas@gunster.com eservice@gunster.com

Diana Lewis, Esq., dzlewis@aol.com

ADR & Mediations Services, LLC., dzlewis@aol.com

Gray Robinson, P.A., mayanne.downs@gray-robinson.com

Gunster, Yoakley & Stewart, P.A., sllessnc@gunster.com



109248264

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 10

000314

TWIG TRADE & TRIBUNAL

April 11, 2023

Via Hand Delivery and Email: patty.sahm@gmail.com

Patricia Sahm
c/o Christopher and Michele Weppner
3377 NW 25th Terrace
Boca Raton, FL 33434

Party Defendant BFR

ID# 0 EV# 10
DATE ADMITTED: 1/18/25

Case No. 2019CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SL

RE: *Substitution Into and Settlement of Patricia Sahm v. Bernstein Family Realty LLC*
50-2018-002317-XXXX-MB (AF)

Dear Ms. Sahm:

We are pleased that you have asked our firm to assist in this matter. The purpose of this letter is to confirm our firm's attempted engagement as counsel with respect to the above-referenced case. This letter is also intended to provide you with certain information concerning our fees, billing, and collection policies that will govern our relationship.

We have found it to be a helpful practice to confirm with our clients the nature and terms of our representation. Our engagement will begin upon receipt of an executed copy of this Engagement Letter. We intend to provide flat fee services in the amount of \$10,000.00, regardless of time spent.

The engagement will be terminable at will by, subject to payment of all fees for services performed and costs advanced through the date of termination. Interim Statements for services rendered shall be payable in full upon receipt.

Attached to this letter is a summary of our firm's standard Terms of Engagement. Please review these and let me know if you have any questions concerning our policies. If the terms described above and in the attached summary are satisfactory to you, please so indicate by signing the enclosed copy of this letter, and returning the signed copy by e-mailing a copy to morgan@twiglawn.com and sending the original, signed copy to our Fort Lauderdale address. Also, please retain a copy for your records.

Our firm is grateful for the opportunity to work with you in connection with this matter, and we look forward to a long and mutually satisfactory relationship.

000315

TWIG TRADE & TRIBUNAL

those files. If Client does not elect to take custody of the files, we will retain the files for what we consider to be a reasonable time at which time the files will be disposed of without further notice to you. Our current policy is to dispose of all files five (5) years after termination of our engagement, and you agree that we may do so.

Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available relevant to our representation. You agree to notify us promptly of any change in the address or contact data for Client.

Choice of Law. Our engagement is entered into under and shall be governed by the laws of the State of Florida excluding its choice of law provisions, even if our services involve actions and representation in other jurisdictions.

Integration. This Agreement constitutes the full and complete understanding between you and our firm. Any other oral or written prior agreements or understandings are superseded hereby. Any amendment to this engagement must be in writing signed by all parties.

Please sign and date the accompanying copy of this letter and return to our office using the enclosed envelope or by facsimile or electronic mail. Your signature delivered by facsimile or electronic mail will be effective as an original. The effective date of this Agreement will be the date we receive copies showing execution by the Client and payment of the initial retainer.

If you have any questions about the provisions of this letter, please contact me. We appreciate your confidence in us.

Sincerely,

Twig, Trade, & Tribunal, PLLC

Date: _____

Morgan L. Weinstein, Esq.

We have read, understand, and agree to the terms of the above engagement letter:

Patricia Sahm
Patricia Sahm

Date: April 12, 2023



TWIG TRADE & TRIBUNAL

with other legal counsel would involve a division of our fee, we will advise you and assume your approval unless you promptly inform us otherwise.

Fees. You will pay us a flat fee for our services described above. That flat fee is \$10,000.00, which shall be deemed earned upon receipt. The flat fee amount will be payable subsequent to entry into the contemplated settlement agreement. We will provide monthly invoices relating to such fees.

Expenses. We do not anticipate incurring significant expenses in attempting to gain permission to act as the Client's counsel or negotiate the contemplated settlement agreement. To the extent that expenses arise, including the need to hire court reporters or order hearing transcripts, such expenses shall be the Client's responsibility.

Termination of Engagement. The engagement will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination. Interim Statements for services rendered shall be payable in full upon receipt. In the event that this agreement is terminated prior to the completion of any work for which a flat fee has been agreed, our hourly rate will apply to any such work already performed, with the total amount not to exceed the flat fee arrangement. To the extent that the Client determines not to enter into the contemplated settlement agreement, the flat fee to be payable after the agreement is executed shall instead constitute an hourly fee arrangement, instead. For your information, our agreed-upon hourly rate is \$600.00 per billable hour. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you will be required to pay reasonable attorneys' fees as well as interest on the amount of any fees or costs due us.

Court Review. In accordance with the Florida Rules of Professional Conduct, upon application by the Client, all fee contracts are subject to review and approval by an appropriate court having jurisdiction of the matter, and the court shall have the authority to determine whether the contract is reasonable. If the court finds the contract is not reasonable, it will set the contract aside and allow a reasonable fee.

Favorable Outcome Not Guaranteed. Our firm makes no warranty or representation concerning the successful termination of the matter or the favorable outcome of any legal action that may be undertaken. All statements by our personnel are statements of opinion only.

Power of Attorney. Client gives our firm a power of attorney to execute all documents which are necessary or desirable to proceed with legal representation on the matter, such as briefs, motions, pleadings, contracts, commercial paper, settlement agreements, compromises, releases, verifications, dismissals, orders, and other similar documents. Client designates Morgan L. Weinstein, Esq. as its representative with power to bind Client in connection with representation under this engagement.

Retention of Files. Upon termination of our engagement, Client may upon written request, take possession of all of Client's files including any property or items furnished by Client or otherwise relating to the services. We have the right to retain copies at our expense of all items contained in

TWIG TRADE & TRIBUNAL PLLC

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to contact us. Again, we are pleased to have the opportunity to serve you.

Sincerely,

Morgan Weinstein

Morgan L. Weinstein
Twig, Trade, & Tribunal, PLLC
1512 E. Broward Blvd., Suite 204A
Fort Lauderdale, FL 33301
morgan@twiglawn.com
For the Firm

Enclosure

Agreed to and Approved:

By:

Patricia Sahm
Patricia Sahm

Dated:

April 12, 2023



TWIG TRADE & TRIBUNAL

Terms of Engagement

We appreciate your decision to retain Twig, Trade, & Tribunal, PLLC as your legal counsel. Our engagement is limited to the matter identified in the letter to which these Terms of Engagement are attached. The following summarizes our billing practices and certain other terms that will apply to our engagement.

Client. Our client in this matter will be Ms. Sahm, and is referred to in this letter as the "Client."

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

Term. Our representation shall terminate upon completion of the services listed above. In addition, either the Client or we may terminate our engagement at any time for any reason upon notice to the other; although, our right to terminate may be limited by the applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in the above matter and, if the Client requests, we will suggest possible successor counsel and provide that counsel with whatever papers have been provided to us. If permission for withdrawal is required by a court, we will promptly apply for that permission, and you agree to engage successor counsel to represent the Client.

Personnel. The attorney executing this Agreement on behalf of our firm will be the principal attorney responsible for handling this matter on behalf of the Client; however, the Client agrees that certain portions of the legal work may be delegated to other attorneys and staff within the firm within the reasonable discretion of the principal attorney. This delegation may require meetings which expend the time for which you will be billed. In addition, if in the opinion of the principal attorney, it is necessary for the timely or proper handling of the matter, our firm may on behalf of the Client retain local or other legal counsel, court reporters, photographers, surveyors, title companies, appraisers, and experts either as witnesses or advisors. In the event our arrangement





109248486

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 11

000320

Subject: Fwd: Patricia Sahm v. Bernstein Family Realty LLC / Case No. 2018-CA-002317
Date: Thursday, April 13, 2023 at 2:11:45 PM Eastern Daylight Time
From: Kevin Hall <kh.itconsultingsalesoffices@gmail.com>
To: iviewit@gmail.com <iviewit@gmail.com>, iviewit@iviewit.tv <iviewit@iviewit.tv>,
tourcandy@gmail.com <tourcandy@gmail.com>
Attachments: image001.png

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

From: **Patricia Sahm** <patty.sahm@gmail.com>
Date: Thu, Apr 13, 2023, 2:09 PM
Subject: Fwd: Patricia Sahm v. Bernstein Family Realty LLC / Case No. 2018-CA-002317
To: <KH.ITConsultingSalesOffices@gmail.com>

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

From: **Morgan Weinstein** <morgan@twiglaw.com>
Date: Thu, Apr 13, 2023 at 1:51 PM
Subject: Re: Patricia Sahm v. Bernstein Family Realty LLC / Case No. 2018-CA-002317
To: Robert Sweetapple <rsweetapple@sweetapplelaw.com>, Patricia Sahm <patty.sahm@gmail.com>

Hello,

Ms. Sahm has advised that she does not have an email address, but responds through her daughter Patty's email account. I have copied that account here. Mr. Sweetapple has asked that you email back to authorize the change in representation from his firm.

Thank you,

Morgan Weinstein, Esq.

Board Certified in Appellate Practice

**TWIG TRADE
& TRIBUNAL**

1512 E Broward Blvd, Suite 204A
Fort Lauderdale, FL 33301

954-540-2755 | twiglaw.com

we handle all of your business. Probate

Party Defendant BFR
ID# P EV# 11
DATE ADMITTED: 1-28-25
Case No. 2018 CA 2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT

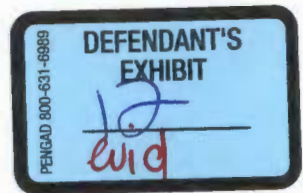
Party Off
ID# Q EV# 12
DATE ADMITTED: 1-28-25
18CA2317
Case No.
JOSEPH ABRUZZO SE
CLERK CIRCUIT COURT



109248496

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 12

000322



On Apr 13, 2023, at 11:44 PM, Patricia Sahm <patty.sahm@gmail.com> wrote:

Mr Sweetapple,

I have attached my Mom's revocation of the P.O.A. that you requested so Mr. Weinstein can substitute as her attorney.

Yes there were many calls today, but my Mom did request that I send this on her behalf.

I did not copy my sister, Joanna due to legal orders.

Thank you,
Patty Sahm, Jr. for my Mom, Patricia Sahm

On Thu, Apr 13, 2023 at 2:24 PM Robert Sweetapple <rsweetapple@sweetapplelaw.com> wrote:
I will need to see a power of attorney as I have been told that Joanna Sahm is the contact person for her mother.

Regards, Bob Sweetapple

On Apr 13, 2023, at 1:51 PM, Morgan Weinstein <morgan@twiglaw.com> wrote:

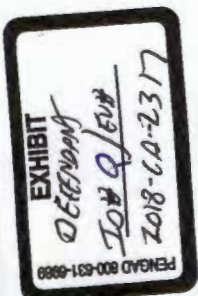
Hello,

Ms. Sahm has advised that she does not have an email address, but responds through her daughter Patty's email account. I have copied that account here. Mr. Sweetapple has asked that you email back to authorize the change in representation from his firm.

Thank you,

Morgan Weinstein, Esq.
Board Certified in Appellate Practice
<image001.png>

1512 E Broward Blvd, Suite 204A
Fort Lauderdale, FL 33301
954-540-2755 | twiglaw.com



000323



[Biz, Real Estate,
Probate, & Trust
Attorneys | Florida](#)

Contact us at 888-ASK-TWIG.
Our attorneys are committed
to resolving issues for clients
relating to appeals, business,
real estate, probate, and trust
matters.

[twiglaw.com](#)

[Appeals](#) [Art](#) [Property](#) [Business](#) [Probate](#)

<MomsRevocationPowerofAttorneyJoannaApril132023.pdf>



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109248506

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 13

000325

MOVANTS' EXHIBIT 26

Party Defendant BFR
ID# 2 EV# 13
DATE ADMITTED: 1-28-25
Case No. 2018 CA 2317 SS
JOSEPH ABRUZZO
CLERK CIRCUIT COURT

000326



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

April 28, 2022

Joanna Sahn,
Personal Representative of
the Estate of Walter E. Sahn, Jr.
and Patricia A. Sahn
645 Sweetgrass Drive
Blowing Rock, NC 28605

**Re: Retention of Shraiberg Page, P.A. representing interests as a secured creditor
in the Bernstein Family Realty, LLC involuntary bankruptcy**

Dear Ms. Sahn:

We are very pleased that you have asked us ("Shraiberg Page, P.A." or the "Firm") to represent you as the Personal Representative of the Estate of Walter E. Sahn, Jr., and Patricia A. Sahn (together, the "Client") with regard to the above-referenced matter. The Firm will represent the Client on an hourly fee basis. This letter and the Standard Hourly Fee Addendum ("Addendum") which is attached hereto and incorporated herein by reference constitutes the entire agreement between the Client and the Firm, describes the terms of our relationship, and sets forth the general terms of our assistance to you in connection with the above-referenced matter. While this letter is primarily intended to deal with the legal services provided by the Firm to the Client in connection with the matter referenced above, these terms and conditions will also apply to any additional legal services that the Client asks the Firm to provide in connection with this or any additional legal matter unless both the Client and the Firm agree in writing to change one or more of those terms or conditions. This letter and the Addendum shall control all obligations set forth herein except as may be subsequently agreed upon in writing.

I will be the primary attorney taking responsibility ("Attorney in Charge") for your legal matter. My current standard hourly rate is \$600.00. With that said, the Firm makes every effort to utilize associates to draft documents and attend hearings whenever possible. Our associates and junior partners bill between \$350.00 and \$450.00 an hour. As you will note in the Addendum, our hourly rates are subject to change from time to time. As agreed, the Client will provide the Firm with a retainer in the amount of \$2,500.00.

It is the policy of this Firm to hold the fee retainer on account to be applied to the last month's billing, with all monthly bills rendered due and payable upon receipt. Once the initial retainer is exhausted, the Client will be required to replenish it and, under all circumstances, is responsible for all costs incurred on behalf of the Client. Throughout the course of the Firm's representation of the Client, the Client will remit such fees and costs on a timely basis as are invoiced from the Firm, based on the Client's understanding that payment within invoice terms is

{4209/000/00538723}

2385 NW EXECUTIVE CENTER DRIVE · SUITE 300 · BOCA RATON, FLORIDA 33431 · 561-443-0800

000327

April 28, 2022
Page 2

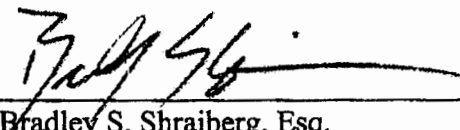
a material condition of this relationship. To the extent the Firm's final fees are less than the balance of the Client's retainer, after deducting outstanding costs, if any, the balance shall be returned to the Client at the conclusion of the matter.

We will endeavor to serve the Client effectively and strive to represent its interests vigorously and efficiently. Any expressions on our part concerning the cost or outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. For us to provide these services most effectively, we require you to disclose fully and accurately all pertinent facts and keep us apprised of all developments in the matter. Please cooperate with us and make yourself available to attend meetings, conferences, hearings, and other proceedings as appropriate.

Our Firm will provide legal services to you and bill you for those services in accordance with the attached Addendum. Please review this letter and the Addendum in their entirety. If you have any questions or concerns regarding the foregoing terms and conditions, or the terms of the Addendum, do not hesitate to contact me. **Please acknowledge your understanding and approval of all the terms and conditions contained in this letter and the Addendum by signing and returning a copy of this letter to the undersigned together with a check for the retainer amount.** We will begin our representation upon receipt of the executed copy of this letter and your check in the amount of \$2,500.00

Thank you for allowing us to be of service. We look forward to a successful relationship with you.

SHRAIBERG PAGE, P.A.

By: 
Bradley S. Shraiberg, Esq.

{4209/000/00538723}

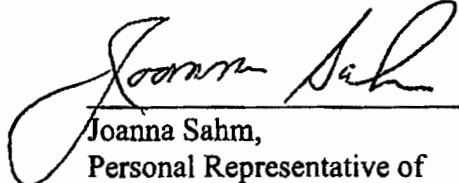
2385 N.W. EXECUTIVE CENTER DRIVE, SUITE 300 · BOCA RATON, FLORIDA 33431
OFFICE 561-443-0800 · FAX 561-998-0047

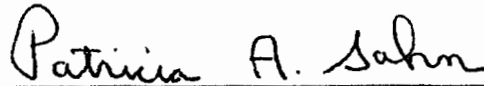
000328

April 28, 2022

Page 3

All the terms and conditions contained in this letter and the Addendum have been **REVIEWED, ACKNOWLEDGED AND ACCEPTED** by Client this 30 day of April 2022.


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


Patricia A. Sahm

{4209/000/00538723}

2385 N.W. EXECUTIVE CENTER DRIVE, SUITE 300 · BOCA RATON, FLORIDA 33431
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000329

April 28, 2022

Page 4

SHRAIBERG PAGE, P.A.
STANDARD HOURLY FEE ADDENDUM

This Addendum sets forth the standards upon which the Firm will provide legal services to the Client and bill for those services. This Addendum accompanies a fee letter ("Accompanying Letter") addressed to a client or clients (jointly, severally and collectively, the "Client") and is part of the agreement between Shraiberg Page, P.A. (the "Firm") and the Client. This Addendum is incorporated by reference into the Accompanying Letter. To the extent any terms in the Accompanying Letter conflict with this Addendum, the provisions in the Accompanying Letter shall control.

1. **PROFESSIONAL UNDERTAKING:** The Attorney in Charge will have primary responsibility for the Client's representation and may, in his or her sole discretion, utilize other attorneys and legal assistants in the Firm who can accomplish the work. If at any time the Client has any questions, concerns or criticisms concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the Attorney in Charge.

2. **FEES:** The Firm takes into account many factors in billing for services rendered, and the Attorney in Charge will review all invoices before they are issued to ensure that the amount charged is appropriate. The principle factor is usually the Firm's schedule of hourly rates, and most invoices for services are the product of the hours worked multiplied by the Firm's hourly rates then in effect at the time the work is performed.

It is impossible to determine in advance how much time will be needed, since that depends on many things beyond our control. Any amounts we provide for the cost of all or part of our engagement are merely estimates.

Our schedule of hourly rates for attorneys and other members of our professional staff is based on a combination of years of experience, specialization in training and practice, level of professional attainment, and overhead costs. Currently, our hourly rates range from \$250.00 for legal assistants to \$600.00 for our most senior partners. We review our schedule of hourly rates annually, and may revise them at that time. If we change our rates, the new rates will go into effect immediately without special notice to the Client. Upon request, we will provide a client with the rates of those professional staff working on an engagement prior to issuing our invoice.

There may be circumstances where the work performed produces substantial value or a favorable result for the Client which may be far greater than originally anticipated. In such a situation, if the Firm and the Client then mutually agree, the Firm's fee could be greater than the hourly rates multiplied by the number of hours worked.

3. **COSTS:** It is usually necessary for us to incur, as agent for our clients, expenses for items such as filing fees, court reporter services, telephone conferencing services, deposition or hearing transcripts, travel, lodging, meals, substantial – out of the ordinary – photocopying volume and courier services. Many engagements also require substantial amounts of costly {4209/000/00538723}

April 28, 2022

Page 5

ancillary services, such as outside duplication services, trial graphics, imaging and data basing of documents and fee based computerized legal research. The Client will be responsible for all of these types of costs (i.e., out of the ordinary or third-party costs) incurred on the Client's behalf. However, the Client will not be charged for routine internal costs, such as charges for long distance telephone calls, in-house routine photocopy services, faxes, valet parking, routine postage, etc. In order to allocate these expenses fairly and to keep our hourly rates as low as possible for those matters which do not involve such expenditures, these items are separately itemized on our statements as "costs advanced," "costs incurred," or "disbursements."

Major out-of-pocket expenses, including outside fees and expenses (such as experts, investigators, consultants, court reporters, etc.), will not be advanced by us unless special arrangements are made in advance. Said expenses will be billed directly or forwarded to the Client.

4. **BILLING:** The Firm's invoices generally will be prepared and mailed during the month following the month in which services are rendered and costs advanced. The Firm's invoices are due for payment upon receipt of the invoice. When the Firm represents a client in litigation and a money judgment is obtained, the Firm may, at its option, take the Firm's outstanding fees and disbursements from the money judgment. If the Firm represents the Client on more than one matter, the Firm reserves the right to apply balances from one matter against other matters.

5. **RETAINER:** It is the Firm's policy to require advance payments before the Firm renders services. The Firm's retainer will be the amount set forth in the Accompanying Letter. As the retainer is used by the Firm for payment of ongoing fees, the Client will replace it upon request. If this is a litigation matter, the Firm's obligation to continue rendering legal services and advancing this matter to trial is dependent upon: (a) the Client being 100% current on all outstanding fee and cost obligations for a period beginning thirty (30) days prior to the first day of trial and continuing through the first day of trial; and (b) the payment by the Client at least thirty (30) days prior to the first day of a trial of a retainer equal to the amount estimated by the Attorney in Charge that will be incurred by the Client in fees and costs for the duration of the trial. If either of the foregoing terms is not complied with, the Client agrees that the Firm has the right to immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw, as set forth in this paragraph.

6. **SECURITY FOR FEES AND COSTS:** Florida law provides the Firm with the right to impose a lien upon documents, money and other intangibles and materials coming into possession by the Firm to secure the payment of its fees and expenses. Client expressly grants the Firm with a lien on the retainer. This retaining lien, as well as appropriate charging liens, may be asserted by the Firm in appropriate circumstances.

7. **EMPLOYMENT OF EXPERTS OR ADDITIONAL PROFESSIONALS:** In the event the Firm deems it necessary to employ additional experts or professionals with specialized skills (e.g., accounting, surveying, appraisals, environmental audits, etc.), then, after {4209/000/00538723}

April 28, 2022
Page 6

consultation with (and the consent of) the Client, additional experts or professionals may be employed by the Firm. The Firm will employ experts or professionals in the name of the Client or, at the discretion of the Firm, in the Firm's name on behalf of the Client. The Client is, in either event, responsible to pay the fees and costs of such experts or professionals in full upon receipt of the expert's or professional's statement. The Firm reserves the right to request and obtain an additional retainer to defray the fees and costs of experts or professionals employed in connection with a client matter. All fees and costs of additional experts or professionals shall be subject to the security, interest and other applicable provisions of this Standard Hourly Fee Addendum.

8. **PAYMENT BY OTHERS:** Sometimes another party agrees to pay our client's legal fees and costs, or a court may order our client's adversary to pay all or part of its legal fees and costs. However, in such case, the Client remains primarily liable for payment of all fees and costs. Any amounts received from others will be credited to the Client's account. The Firm has the right to receive the higher of an amount awarded by the court or its hourly fees.

9. **LATE PAYMENTS:** Payment of the Firm's billings is due upon receipt of the invoice. A monthly late fee or interest charge will be added for late payments of fees and/or costs. On the first day of each month, the balance of any invoice then unpaid for more than one (1) month will be subject to a charge of one and one-half percent (1-1/2%) per month. In no event will the rate be greater than permitted by applicable law. If invoices are not paid within the terms agreed between the Firm and the Client, the Firm will have the right to immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw as set forth in this paragraph.

10. **NON-PAYMENT OF FEES AND COSTS:** In the event of failure to pay any statement rendered when due, you agree that we may cease all legal services on your behalf or immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw as set forth in this paragraph.

11. **ATTORNEYS' FEES:** In the unlikely event that it is necessary to institute legal proceedings to collect the Firm's fees and costs, the Firm will also be entitled to a reasonable attorney's fee, paralegal fees and other costs of collection, even if such services and costs are provided by the Firm, including fees and costs for any arbitration, trial and appeal.

12. **TERMINATION:** The Client will have the right to terminate the Firm's representation at any time, but the provisions of the Accompanying Letter and this Standard Fee Addendum related to payment and collection of fees and disbursements shall survive any such termination. The Firm has a reciprocal right to terminate the Firm's representation, subject to its obligation to give the Client reasonable notice to arrange other representation.

13. **WAIVER:** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of {4209/000/00538723}

April 28, 2022

Page 7

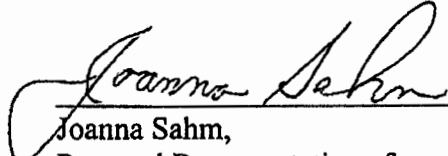
future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

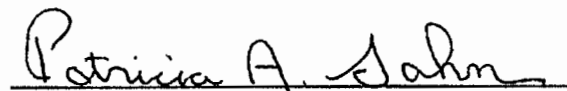
14. **AMENDMENTS:** This Agreement may be amended at any time by mutual consent of the parties hereto, with any such amendment to be unenforceable unless in writing, signed by the Firm and the Client.

15. **APPLICABLE LAW:** This Agreement shall be governed for all purposes by the internal laws of the State of Florida, without regard to provisions applicable to conflict of laws. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

16. **JURISDICTION AND VENUE:** Any dispute resolution proceeding arising from or relating to this Agreement shall be instituted only in Palm Beach County, Florida, the place where the Client agrees this Agreement shall be deemed to have been executed. Each party hereto submits to the exclusive jurisdiction of the State or Federal courts of the State of Florida.

REVIEWED, ACKNOWLEDGED AND ACCEPTED this ____ day of April 2022


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


Patricia A. Sahm

{4209/000/00538723}

2385 N.W. EXECUTIVE CENTER DRIVE, SUITE 300 · BOCA RATON, FLORIDA 33431
OFFICE 561-443-0800 · FAX 561-998-0047

000333

Party Def
ID# V EV# 14
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO SE
CLERK CIRCUIT COURT



109248533

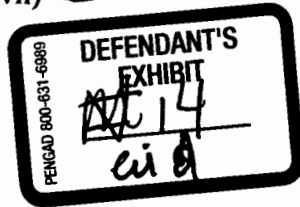
50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 14

000334

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

Case No. 50-2023-MH-001072-XXXX-MB
Division: IZ: South Branch Probate - IZ (Civil)

PATRICIA A SAHM (Alleged Incap)
Alleged Incapacitated



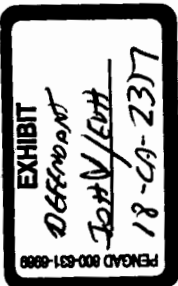
REPORT OF EXAMINING COMMITTEE MEMBER
F.S. 744.331(3)

Having been appointed to examine **PATRICIA A SAHM** whose address is 21843 TOWN PLACE DRIVE BOCA RATON, FL 33433, to determine if he/she is capable of exercising his/her rights regarding person and/or property and having made a comprehensive examination on 8-5-23 at 21843 Town Place Boca Raton, I submit the following report:

1. PHYSICAL DIAGNOSIS: appear to be in good health.
ambulatory; no tremors, able to perform activities
of daily living.

2. MENTAL DIAGNOSIS: Mild Cognitive impairment

3. PHYSICAL AND/OR MENTAL PROGNOSIS: Good - Physically
she was a former physical education instructor and
knows the value of exercise. Mentally, she's very
upset and stressed over this family discord.



PATRICIA A SAHM

Alleged Incapacitated

4. RECOMMENDED COURSE OF TREATMENT: Continue present course
of care and living conditions. Suggest a POA to oversee
medical and financial decisions as well as determining
residence. AIP should have input on these issues

5. FUNCTIONAL ASSESSMENT: Is the person able to do the following:
 (Brief Comment)

Use the telephone:

yes

Travel alone on public transportation:

Supervision

Drive own Car

Dmv evaluation

Shop alone for food and clothing

Supervision

Prepare own meals

yes

Do Housework

yes

Take Medication

Supervision

Handle own Money

Supervision

Dress and Undress

yes

Take care of personal appearance

yes

Take care of bathroom hygiene

yes

Socialize with Friends

yes

PATRICIA A SAHM

Alleged Incapacitated

6. The alleged incapacitated person LACKS the ability to exercise the following rights: (Check those applicable)

<input type="checkbox"/> to vote	<input type="checkbox"/> to determine his/her own residence ✕
<input type="checkbox"/> to marry	<input checked="" type="checkbox"/> to consent to medical treatment
<input type="checkbox"/> to contract ✕	<input checked="" type="checkbox"/> to apply for government benefits
<input type="checkbox"/> to have a driver's license <i>DMV end.</i>	<input checked="" type="checkbox"/> to sue or be sued
<input type="checkbox"/> to travel <i>with CAREGIVER</i>	<input type="checkbox"/> to manage/dispose of property ✕
<input type="checkbox"/> to seek employment	<input type="checkbox"/> to make decisions about his/her social environment

7. The following persons were present during the time of the examination:

A. Stephanie Cheek M.B.W.
 B. _____
 C. _____
 D. _____
 E. _____

8. During the examination, the following person(s), who is/are not the subject of the examination, supplied answers posed to the alleged incapacitated person and his/her full names and responses are provided below:

A. N/A (Name)

Response: _____

B. _____ (Name)

Response : _____

9. The factual basis for the determination that this person LACK capacity to exercise the rights

listed above is: Mild Cognitive impairment. Needs a POA, Caregiver, or guardian to oversee her medical and financial affairs. Remain in her home for as long as possible.

A. I have determined that PATRICIA A SAHM

is is not incapacitated.

B. The scope of guardianship needed is _____ Plenary ☒ Limited. or POA

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

DATED this 5th day of May 2023.

M. Brennan Chesley, Ph.D.
Signature
Name: M. Brennan Chesley, Ph.D.
Address: 914 N. Olive Ave. W.P.B., FL 33407
Phone: 561-655-4111

You may fax a copy of your report to our office: FAX # (361) 555-4177, but you must mail or bring in the original report to: Choose an item.

* AT This time A.P. should be consulted as to living residence and/or the sale of her property. Have counsel in contract and legal matters. (If it is necessary to sell home or engage in contracts)



109248546

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT COMP 15

000339

PROMISSORY NOTE

\$110,000.00

June 20, 2008

Boca Raton, Palm Beach County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of **Walter E. Sahm and Patricia Sahm, his wife at 8230 SE 177th Winterthru Loop, The Villages, FL 32162** or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of **One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00)** with interest from the date hereof, at the rate of **Six and One Half percent (6.5%)** per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

The sum of **\$7,150.00** representing a payment of interest only shall be due and payable on **June 19, 2009**, and on **June 19, 2010**, and on **June 19, 2011** at which time all unpaid principal and accrued but unpaid interest shall be due and payable in full.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within 15 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, interest shall accrue at the highest rate permitted by law, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Bernstein Family Realty, LLC,
a Florida limited liability company

By: 
Simon Bernstein - Borrower, Manager

(Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness

15A

000340

Party Defendant BFR
ID# 7 EV# 15
DATE ADMITTED: 1/28/25

Case No. 2018CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT

SE



CFN 20080241511
OR BK 22723 PG 0691
RECORDED 06/26/2008 09:06:17
Palm Beach County, Florida
AMT 110,000.00
Deed Doc 385.00
Intang 220.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0691 - 694; (4pgs)

Prepared by and return to:
John M. Cappeller, Jr.
Florida Title & Closing Co.
350 Camino Gardens Blvd. Suite 303
Boca Raton, FL 33432
561-392-3636
File Number: FT08-087 Will Call No.: 159

[Space Above This Line For Recording Data]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

This Indenture, Made this June 20, 2008 by and between Bernstein Family Realty, LLC, a Florida limited liability company whose address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33431, hereinafter called the Mortgagor, and Walter E. Sahm and Patricia Sahm, his wife whose address is 8230 SE 177th Winterthru Loop, The Villages, FL 32162, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 AND 60, of the Public Records of Palm Beach County, Florida.

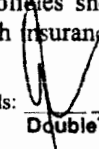
And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

1. To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
2. To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and

000341

Initials: 
DoubleTime

shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

3. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
4. To permit no other lien or mortgage to be placed ahead of this mortgage.
5. Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.
6. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
7. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

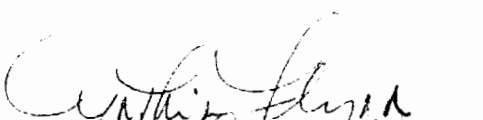
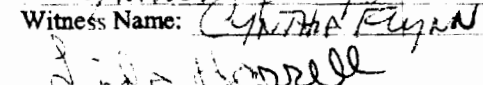
This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at **Palm Beach County, Florida** on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$110,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.


Witness Name: CYNTHIA FLYNN

Witness Name: LINDA FARRELL

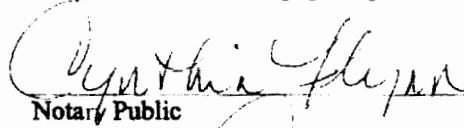
Bernstein Family Realty, I.L.C., a Florida limited liability company

By: 
Simon Bernstein, Manager

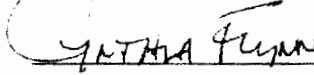
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June, 2008 by Simon Bernstein of Bernstein Family Realty, LLC, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

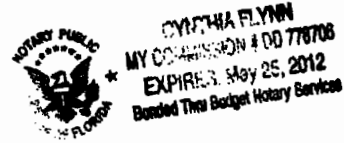
[Notary Seal]


Notary Public

Printed Name:



My Commission Expires:



CFN 20120143493
OR BK 25132 PG 1051
RECORDED 04/12/2012 09:21:00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1051 - 1054; (4pgs)

Prepared by and return to:

John M. Cappeller, Jr.
Cappeller Law
John M. Cappeller, Jr.
350 Camino Gardens Blvd., Suite 303
Boca Raton, FL 33432

Party Defendant BFR

ID# Y EV#
DATE ADMITTED: 1/27/25

Case No. 2018-CA-2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT

AMENDMENT TO MORTGAGE AND PROMISSORY NOTE

This AMENDMENT TO MORTGAGE AND PROMISSORY NOTE (this "Amendment") is entered into effective the 15 day of February, 2012, among BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company, having an address at 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, FL 33487 (the "Mortgagor"), and WALTER E. SAHM and PATRICIA SAHM, having an address at 8230 SE 177th Winterthru Loop, The Villages, FL 32162 ("Mortgagee").

WITNESSETH

WHEREAS, Mortgagee granted Mortgagor a purchase money mortgage in the amount of \$110,000.00, evidenced by that certain Promissory Note dated June 20, 2008, (the "Promissory Note"); and

WHEREAS, the Promissory Note is secured, inter alia, by that certain Mortgage dated June 20, 2008 from Mortgagor in favor of Mortgagee, recorded on June 26, 2008 in Official Records Book 22723, Page 691, of the Public Records of Palm Beach County, Florida (the "Mortgage"); and

WHEREAS, Mortgagor has asked Mortgagee to extend the term of the Mortgage and the Promissory Note (the "Amendment"); and

WHEREAS, to document the Amendment, Mortgagor is executing and delivering to Mortgagee this Amendment to Mortgage and Promissory Note;

DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES ON THE ORIGINAL INDEBTEDNESS OF \$110,000.00 WERE PAID IN FULL UPON THE RECORDING OF THE MORTGAGE AND SECURITY AGREEMENT DATED JUNE 20, 2008 AND RECORDED ON JUNE 26, 2008 IN OFFICIAL RECORDS BOOK 22723 PAGE 691, IN THE PUBLIC RECORDS OF PALM BEACH, FLORIDA.



NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

DBank

Print Name: Diana Banks

(Shari Dunham)

Print Name: Shari Dunham

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

By: *[Signature]*

Simon Bernstein, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

(Seal)

[Signature]

Notary Public, State of Florida

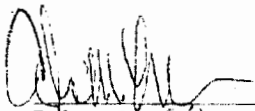
Name: Kelly Michele Buchanan

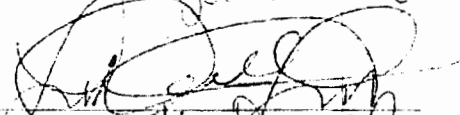
Commission Expires: 7-1-2015

Commission No.: EE 86156

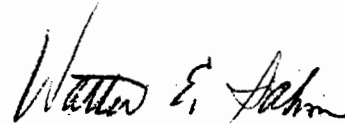


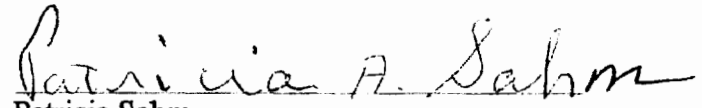
WITNESSES:


Print Name Angela M. Lawrence


Print Name Lisa Deanne Cooper

MORTGAGEE:

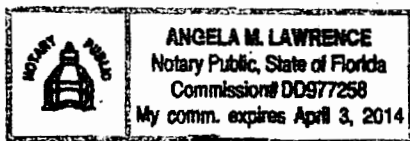

Walter E. Sahn

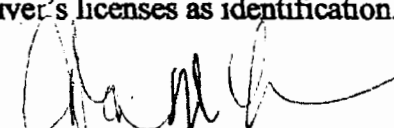

Patricia Sahn

STATE OF FLORIDA
COUNTY OF SUMPTER

The foregoing instrument was acknowledged before me this 31 day of March, 2012 by Walter E. Sahn and Patricia Sahn. They are personally known to me or ☒ have produced driver's licenses as identification.

(Seal)




Notary Public, State of Florida

Name: Angela M. Lawrence
Commission Expires: April 3, 2014
Commission No.: DD977258



109248575

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 16

000348

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

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

WALTER E. SAHM
and PATRICIA SAHM

Plaintiffs,

v.

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


Defendants.

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

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

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

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

Party Defendant BFR
ID# 2 EV# 16
DATE ADMITTED: 1/24/25
Case No. 2019-CA-2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT 

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

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

Patricia Sahm

By: Patricia Sahm

Sworn to (or affirmed) and subscribed before me, **by means of ☒ physical presence** or ☐ **online notarization**, this 15 day of August, 2023 (year), by Patricia Sahm says that this is a true and correct to the best of his/her knowledge, information and belief, who is personally known to me or who has produced Patricia Sahm as identification and who did (did not) take an oath.

(Notary must check applicable box).

☐

is/are personally known to me.

☒

produced a current Florida driver's license as identification.

☐

produced Patricia Sahm as identification.

Notary Seal must be affixed



Sandy Brown
Notary Public, State of Florida
My Commission Expires 12/29/2024
Commission No. HH 75931

SIGNATURE OF NOTARY

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

Commission Number: HH 75931

My Commission Expires: 12/29/2024

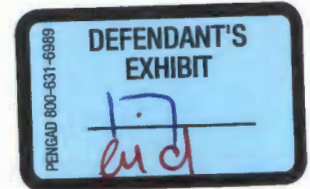
Party DF+
ID# AA EV# 17
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109248596

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 17

000352



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
BERNSTEIN FAMILY REALTY LLC

Filing Information

Document Number L08000054043
FEI/EIN Number 26-2735064
Date Filed 06/02/2008
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 03/16/2023

Principal Address

2753 NW 34th Street
BOCA RATON, FL 33434

Changed: 04/12/2013

Mailing Address

c/o Elliot Bernstein
2753 NW 34th St
Boca Raton, FL 33434

Changed: 03/16/2023

Registered Agent Name & Address

ZenBusiness, Inc
336 E. College Ave.
Ste. 301
Tallahassee, FL 32301

Name Changed: 03/16/2023

Address Changed: 03/16/2023

Authorized Person(s) Detail

& Address

AMGR



000353

Bernstein, Daniel E
2753 NW 34th St
Boca Raton, FL 33434

Title Manager

Bernstein, Joshua E
2753 NW 34th Street
BOCA RATON, FL 33434

Title AMGR

Bernstein, Jacob N
2753 NW 34th Street
BOCA RATON, FL 33434

Title AMGR

Bernstein, Eliot I
2753 NW 34th Street
BOCA RATON, FL 33434

Title AMGR

Bernstein, Candice M
2753 NW 34th Street
BOCA RATON, FL 33434

Title AMGR

Hall, Kevin R
2753 NW 34th Street
BOCA RATON, FL 33434

Annual Reports

Report Year	Filed Date
2021	03/16/2023
2022	03/16/2023
2023	03/16/2023

Document Images

03/16/2023 -- REINSTATEMENT	View image in PDF format
07/11/2016 -- CORLCDSMEM	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format

000354

[09/29/2010 -- REINSTATEMENT](#)

[View image in PDF format](#)

[04/20/2009 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[06/02/2008 -- Florida Limited Liability](#)

[View image in PDF format](#)

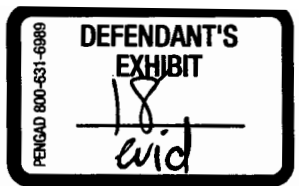
Party Dft
ID# BB EV# 18
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SC



109248613

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 18

000356



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,

06203

Plaintiffs,

v.

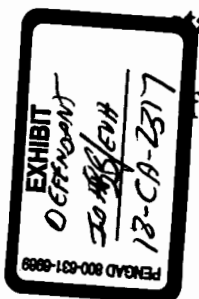
BERNSTEIN FAMILY REALTY, LLC and
ALL UNKNOWN TENANTS.

Defendants

SUGGESTION OF BANKRUPTCY

Defendant Eliot Bernstein having been named as a defendant party in a Final Judgment of Foreclosure, hereby files this SUGGESTION OF BANKRUPTCY FILING notifying all parties that a Chapter 13 Voluntary Bankruptcy petition was filed by individual Debtor Eliot Bernstein in the U.S. Bankruptcy Court, Southern District of Florida on April 3, 2023 under the US Bankruptcy laws in case number 23-12630-EPK. Pursuant to 11 U.S.C. 362, an automatic

stay is in effect, in which any pending proceedings may be stayed pursuant to the forementioned statutory authority, subject to any exceptions set forth therein.



000357

This pleading serves the limited purpose of advising the Court and parties below of the aforementioned bankruptcy proceeding.

DATED: April 3, 2023

/s/Eliot Bernstein

Eliot Bernstein
2753 NW 34th St
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing has been furnished to parties listed on attached Service List by E-mail Electronic Transmission; Court ECF; this 3rd day of April, 2023.



/s/Eliot Bernstein

Eliot Bernstein
2753 NW 34th St
Boca Raton, FL 33434
561-245-8588
iviewit@iviewit.tv

United States Bankruptcy Court
Southern District of Florida

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 04/03/2023 at 12:02 PM and filed on 04/03/2023.

Eliot Ivan Bernstein
2753 NW 34 St
Boca Raton, FL 33434
561-886-7628
SSN / ITIN: [REDACTED]



The bankruptcy trustee is:

Robin R Weiner
Robin R. Weiner, Chapter 13 Trustee
Post Office Box 559007
Fort Lauderdale, FL 33355
954-382-2001

The case was assigned case number 23-12630-EPK to Judge Erik P. Kimball.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page www.flsb.uscourts.gov or at the Clerk's Office, . .

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Joseph Falzone
Clerk, U.S. Bankruptcy Court

Party DS+
ID# CC EV# 19
DATE ADMITTED: 1-28-25
18CA2317
Case No.
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109248636

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 19

000361

DE 54

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

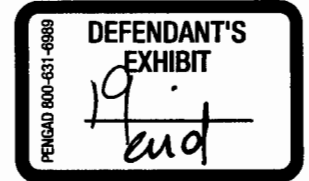
PROBATE DIVISION – SOUTH BRANCH IZ

CASE NO. 50-2023-GA-000245-XXX-MB
CASE NO. 50-2023-MH-000241-XXXX-MB

Judge Charles Burton

IN RE:

PATRICIA A. SAHM,
An alleged incapacitated person.



NOTICE OF APPEARANCE FOR PATRICIA ANNE SAHM, JR.

The law firm of Florida Litigation Group hereby files its Notice of Appearance as counsel of record for Patricia Anne Sahn, Jr. (hereinafter known as "Respondent" or "PJ" or "Patty Jr.") in the above referenced action, and all documents, pleadings, and discovery should be served on the undersigned at the following e-mail addresses:

serviceIMGLaw@yahoo.com

attorney@floridapotlawfirm.com

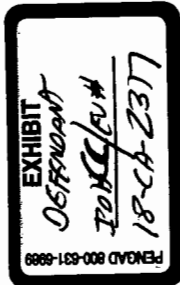
attorney@ingergarcia.com

CERTIFICATE OF SERVICE

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

Respectfully submitted,

/s/Inger Garcia, Esq.
Inger M. Garcia, Esq.
Attorney for Patricia A. Sahn, Jr.
7040 Seminole Pratt Whitney Rd, #25-43
Loxahatchee, Florida 33470
attorney@ingergarcia.com and serviceimglaw@yahoo.com
attorney@floridapotlawfirm.com



Office: (954) 451-2461
Direct: (954) 394-7461
Fla. Bar No. 0106917

TS

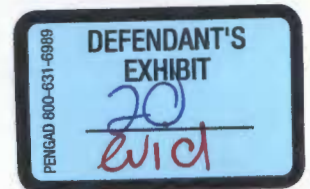
Party DP+
ID# DD EV# 20
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO SS
CLERK CIRCUIT COURT



109248662

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 20

000364



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 Carolyn Bell

Plaintiffs,

v.

BERNSTEIN FAMILY REALTY LLC; Et. al.

Defendants.

**NOTICE OF APPEARANCE OF COUNSEL AND DESIGNATION OF EMAIL
ADDRESS**

The undersigned attorney, Amber Patwell, Esq., pursuant to Florida Rule of Judicial Administration 2.516(b)(1), enters this notice of appearance as attorney of record for the Plaintiff, PATRICIA SAHM and designates the following e-mail address:

Primary Email: amber@aplpinellas.com

All papers and pleadings filed in this action should be served on the undersigned at the email address set forth above.

Respectfully Submitted,

WHITBECK BENNETT

/s/Amber Patwell

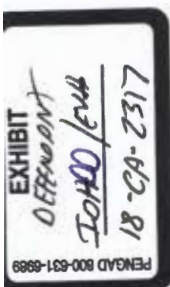
Amber Patwell, Esquire
Florida Bar No.: 43596
136 4th St. N., Suite 201, Office 356
Saint Petersburg, FL 33701
727-776-1617
apatwell@wblaws.com

CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been e-filed on the 22nd day of May, 2023 and that all parties were selected as an eservice recipient

/s/Amber Patwell

Amber Patwell, Esquire

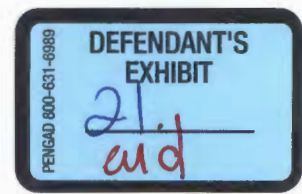




109248739

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 21

000366



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

IN RE: GUARDIANSHIP OF
PATRICIA A. SAHM,
Alleged Incapacitated Person

Case No. 50-2023-MH-001072-XXXX-MB

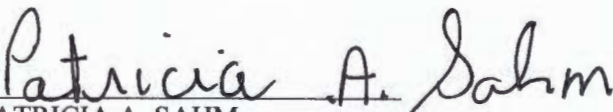
STIPULATION FOR SUBSTITUTION OF COUNSEL

IT IS HEREBY stipulated between LAURA B. BURKHALTER, Esquire and
AMBER PATWELL, Esquire, that present counsel of record, LAURA B. BURKHALTER,
Esquire are to be relieved of further duties arising out of the above-styled cause on behalf of
PATRICIA A. SAHM, alleged Incapacitated Person, and that AMBER PATWELL, Esquire
shall be substituted as counsel of record in further proceedings thereon.

DATED this _____ day of May, 2023

AMBER PATWELL, ESQUIRE
136 4th St. N., Suite 201, Office 356
St. Petersburg, FL 33701
amber@aplpinellas.com
(727) 776-1617
FBN: 43596

LAURA B. BURKHALTER, ESQUIRE
403 SW 8th St.
Fort Lauderdale, FL 33315-381
laura@lbbpa.net
954-530-1043
FBN: 410829


PATRICIA A. SAHM

Party Defendant BFR
ID# EE EV# 21
DATE ADMITTED: 1-28-25
Case No. 2019 CA 2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT

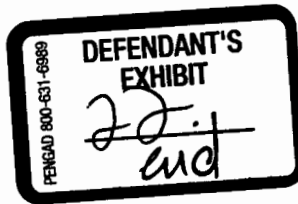

Party DF+
ID# FF EV# 22
DATE ADMITTED: 1-28-25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT
SE



109248757

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 22

000368



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

CFN 20080327651
CR BK 22841 PG 1818
RECORDED 09/04/2008 14:10:25
Palm Beach County, Florida
AMT 365,000.00
Deed Doc 1, 277.50
Sharon R. Back, CLERK & COMPTROLLER
Pgs 1818 - 1820; (3pgs)

This Instrument prepared by:

Robert L. Spallina, Esq.
Tescher & Spallina, P.A.
2101 Corporate Boulevard, Suite 107
Boca Raton, FL 33431
(561) 998-7847

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$365,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS SECOND MORTGAGE.

SECOND MORTGAGE

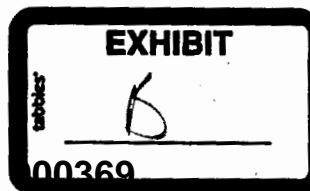
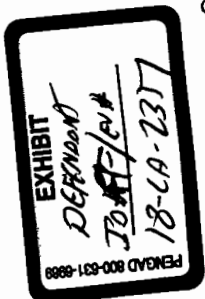
THIS SECOND MORTGAGE is made and executed the 8th day of July, 2008, by SIMON L. BERNSTEIN, whose address is 7020 Lions Head Lane, Boca Raton, Florida 33496, hereinafter referred to as the "Mortgagee" (which term shall include the Mortgagee's heirs, successors and assigns), to BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company whose post office address is 950 Peninsula Corporate Circle, Suite 3010, Boca Raton, Florida 33487, hereinafter referred to as the "Mortgagor" (which term shall include the Mortgagor's heirs, successors and assigns).

WITNESSETH, for good and valuable considerations, and in consideration of the aggregate sum in that certain promissory note of even date herewith (hereinafter referred to as the "Note"), Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple, that certain property of which Mortgagor is now seized and possessed situate in Palm Beach County, State of Florida, legally described as follows, including all improvements now or hereafter placed thereon, which property and improvements are hereinafter referred to collectively as the "Property":

Lot 68, Block G, BOCA MADERA UNIT 2, according to the Plat thereof, recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the Property, together with the tenements, hereditaments and appurtenances thereof, unto Mortgagee in fee simple.

AND Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Property in fee simple, that Mortgagor has full power and lawful right to convey the Property to Mortgagee in fee simple, that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Property, that the Property is free from all encumbrances, that Mortgagor will make such further assurance to perfect the fee simple title to the Property in Mortgagee as may reasonably be required, and that Mortgagor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.



PROVIDED ALWAYS, that if Mortgagor shall pay unto Mortgagee the Note, of which the following in words and figures is a true copy:

See Attached Exhibit "A"

and shall perform, comply with and abide by all of the conditions and covenants of the Note and of this Second Mortgage, then this Second Mortgage and the estate thereby created shall cease and be null and void.

AND Mortgagor hereby covenants and agrees as follows:

1. To pay all the principal and interest and other sums of money payable under the Note and this Second Mortgage, or either of them, promptly on the days the same severally become due and any other Note or Second Mortgage securing the property described herein.
2. To pay all the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property, and if the same be not promptly paid, Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of eighteen (18%) percent per annum. Mortgagor shall pay the annual real estate taxes no later than November 30th of each year and shall send Mortgagee proof of payment no later than December 31st of said year.
3. To pay all and singular the costs, charges and expenses, including reasonable attorney's fees, incurred or paid at any time by Mortgagee because of the failure on the part of Mortgagor to perform each and every covenant of the Note and this Second Mortgage, or either of them, and every such payment shall bear interest from the date of payment by Mortgagee at the rate of eighteen (18%) percent per annum.
4. To keep the Property insured in a sum not less than the greater of (a) \$365,000 or (b) the maximum insurable value of the improvements thereon, in a company or companies to be approved by Mortgagee, which policy or policies shall be held by and shall be payable to Mortgagee, and in the event any sum of money becomes payable under such policy or policies, Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this Second Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from the date of payment by Mortgagee at the rate of ten (10%) percent per annum.
5. To permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof.
6. To perform, comply with, and abide by each and every condition and covenant set forth in the Note and in this Second Mortgage.
7. If any of said sums of money herein referred to be not promptly and fully paid within ten (10) days after the same severally become due and payable, or if each and every one of the conditions

and covenants of the Note and this Second Mortgage, or either of them, are not fully performed, the aggregate sum due under the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if the said aggregate sum of \$365,000 were originally stipulated to be paid on such day, anything in the Note or this Second Mortgage to the contrary notwithstanding. In addition to the above provisions, any payments made more than fifteen (15) days after their due date shall be subject to an automatic late charge of ten (10%) percent of the amount of said payment.

8. If all or any part of the described property or any legal or equitable interest therein is sold, transferred or encumbered by Mortgagor, excluding a transfer by devise, descent or by operation of law upon the death of Mortgagor, Mortgagee may, at Mortgagee's sole option, declare all the sums secured by this Second Mortgage to be immediately due and payable.

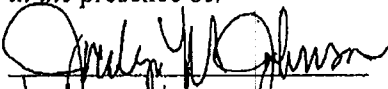
9. In the event Mortgagee finds it necessary to bring suit against Mortgagor due to an alleged default by Mortgagor hereunder, and Mortgagee prevails in said litigation, Mortgagee shall be entitled to recover from Mortgagor any and all costs and reasonable attorney's fees incurred by Mortgagee in said litigation.


IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, Sealed & Delivered

BERNSTEIN FAMILY REALTY, LLC a Florida
limited liability company

in the presence of:


Jocelyn Johnson
(Print Name)

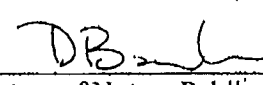

Juliana Goldman
(Print Name)

By: 
SIMON L. BERNSTEIN, Manager

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager for BERNSTEIN FAMILY REALTY, LLC.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.


Signature of Notary Public

(Print, type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ or Produced Identification _____

Type of Identification Produced _____

PROMISSORY NOTE

\$365,000.00

Effective as of July 1, 2008
Asheville, North Carolina

For value received, the undersigned promises to pay to the order of SIMON L. BERNSTEIN the principal sum of Three Hundred Sixty Five Thousand (\$365,000.00) Dollars, together with all interest thereon from the date hereof, to be paid in lawful money of the United States of America. Interest payments under this Note shall be calculated using the long-term Applicable Federal Rate for July 2008 of four and 55/100 (4.55%) percent, compounded semi-annually, and payable on each anniversary of this Note. Interest payments shall commence one year from the date hereof and shall be paid annually on the same date each year thereafter. The entire principal balance, and all accrued but unpaid interest, shall be due on the earlier of fifteen (15) years from the date hereof, or the death of SIMON L. BERNSTEIN.

This Note may be prepaid in whole or in part at anytime without penalty; provided that any partial prepayment shall be applied first to accrued interest and then to principal. This Note is secured by a Second Mortgage of even date herewith. Upon a default in the payment of this Note of principal and/or interest or in the performance of any of the terms of said Mortgage, and if such default shall remain uncured for thirty (30) days after written notice thereof has been given to Maker, then, at the option of the holder, the entire principal sum remaining unpaid, together with accrued interest, shall become immediately due and payable without further notice. This Note, while in default, shall accrue interest at the highest lawful rate of interest permitted by law. This Note shall be governed by the laws of the State of Florida.

All makers, endorsers, and/or guarantors now or hereafter becoming parties hereto jointly and severally waive presentment, demand, protest, notices of nonpayment, dishonor, and protest and all notices of every kind, and jointly and severally agree that in the event of default in the payment of any principal or interest due hereunder, which shall continue for a period of fifteen (15) days, or upon the occurrence of any other event deemed a default hereunder or any instrument or document securing the payment of this Note, the unpaid indebtedness, together with all accrued interest, shall thereupon, at the option of the holder, become immediately due and payable.

All makers, endorsers and/or guarantors now or hereafter becoming parties hereto jointly and severally agree, if this Note becomes in default and is placed in the hands of an attorney for collection, to pay the costs of collection, including reasonable attorneys' and accountants' fees, and similar costs in the event of appellate review, whether by appeal, certiorari, or other appellate remedies.

No single or partial exercise of any power hereunder shall preclude other or further exercises thereof or the exercise of any other power. No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any right under this Note. The release of any party liable for this Note shall not operate to release any other party liable hereon.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed at Asheville, North Carolina, effective as of the day and year first above written.

BERNSTEIN FAMILY REALTY, LLC, a Florida
limited liability company

By: 

SIMON BERNSTEIN, Manager

000372

AFFIDAVIT OF OUT-OF STATE EXECUTION AND DELIVERY


STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me this day personally appeared SIMON L. BERNSTEIN ("Affiant"), Manager of BERNSTEIN FAMILY REALTY, LLC, a Florida limited liability company (the "Company"), who being first duly sworn by me, deposes and says:

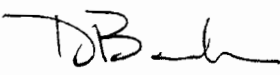
1. That Affiant is the Manager of the Company;
2. That on July 3, 2008, Affiant, on behalf of the Company, executed in the State of North Carolina that certain promissory note payable to SIMON L. BERNSTEIN in the original principal amount of Three Hundred Sixty Five Thousand (\$365,000.00) Dollars (the "Promissory Note"); and
3. That Affiant delivered the Promissory Note directly to SIMON L. BERNSTEIN at Ashville, North Carolina for delivery and acceptance.

FURTHER AFFIANT SAYETH NOT.


SIMON L. BERNSTEIN

The foregoing instrument was acknowledged before me this 8th day of July, 2008, by SIMON L. BERNSTEIN, Manager of the Company.

NOTARY PUBLIC-STATE OF FLORIDA
Diana Banks
Commission # DD770917
Expires: MAY 11, 2012
BONDED THRU ATLANTIC BONDING CO., INC.


Signature - Notary Public

[Seal with Commission Expiration Date]

Diana Banks
Print, type or stamp name of Notary Public

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

000373

Party Dft
ID# GG EV# 23
DATE ADMITTED: 1-28-25
18CA2317
Case No.
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE



109248790

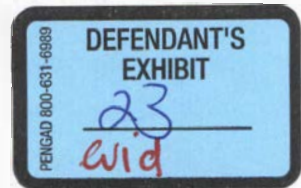
50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 23

000374

KITROSER LEWIS & MIGHDOLL

Mitchell I. Kitroser, Esquire, Managing Partner - Admitted in FL, NY & CO • Kathryn N. Lewis, Esquire, Partner - Admitted in Florida
Preston Mighdoll, Esquire, Partner - Admitted in Florida • Clara Crabtree Ciadella, Esquire, Associate Attorney - Admitted in Florida

August 1, 2023



Via E-mail and Certified US Mail
Amber Patwell, Esq.
Witbeck Bennett
136 4th St. N., Ofc. 356
St. Petersburg, FL 33701
apatwell@wblaws.com

RE: Patricia A. Sahm

Dear Ms. Patwell:

As you know, I am the attorney for Charlie Revard, the Court appointed guardian for Patricia A. Sahm. My client has decided to proceed with the foreclosure litigation against the Bernstein Family Trust. Because you participated in the settlement negotiations that we will be seeking to set aside, it is inconceivable that you can continue to represent Patricia A. Sahm going forward. Accordingly, my client has authorized me to let you know that your representation of Patricia A. Sahm is terminated, effective immediately.

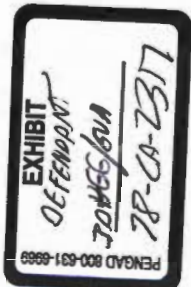
Kindly forward a copy of your retainer agreement along with unredacted time sheets to my office for review as soon as is practicable. After reviewing your records, I will let you know if there are any entries that will be disputed or if your invoice can be paid in full.

Thank you in advance for your anticipated cooperation.

Sincerely,


Mitchell I. Kitroser, Esq.

Cc: Charlie Revard



Party DFt
ID# HH EV# 24
DATE ADMITTED: 1/28/25
Case No. 18CA2317
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE

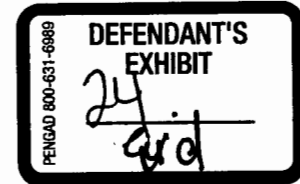


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50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 24

000376

IN THE CIRCUIT COURT FOR MARION COUNTY,
FLORIDA PROBATE DIVISION



IN RE: ESTATE OF File No. 21CP001223AX

WALTER E. SAHM, JR.
Deceased Division

STATEMENT REGARDING CREDITORS
(individual)

The undersigned, Joanna Sahm, as personal representative of the estate of Walter E. Sahm, Jr., deceased, alleges:

1. A Notice to Creditors has been published as required by law, with the first publication occurring on July 9, 2021.
2. Diligent search has been made to ascertain the name and address of each creditor of the decedent and of all other persons having claims or demands against the estate.
3. The names and, if known, the addresses of all creditors and other persons ascertained to have or who may have claims or demands against the estate and who have not filed a timely claim, or who have not had their claim included in a Personal Representative's Proof of Claim filed in this proceeding, are as set forth on a schedule attached hereto, if any.
4. A copy of the Notice to Creditors was promptly served on the Agency for Health Care Administration, 2727 Mahan Drive, Tallahassee, FL 32308 and Florida Department of Revenue, 5050 W. Tennessee Drive, Tallahassee, FL 32399.

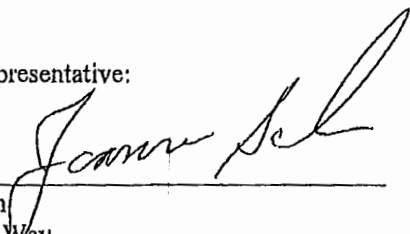
Handwritten notes and stamps:

- W/for
- 35569
- W/for plus
- 6/2/21
- 83030
- 24 3.5/ 110 3850
- 47 x 18 110
- 7710
- 191800 24
- 29200.00
- EXHIBIT OFFEROR 2019 11/1/2019 18-CA-2317
- Electronically Filed Marion Case # 21CP001223AX 02/23/2022 01:32:40 PM
- 000377

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true,
to the best of my knowledge and belief.

Signed on this 26 day of May, 2021.

Personal Representative:


Joanna Sahm
1502 Wresh Way
The Villages, FL 32162

Attorney for Personal Representative:

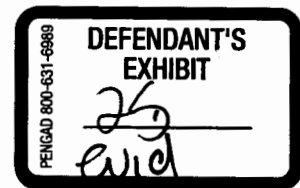

John J. Raymond, Jr., Esq.
E-Mail Addresses:
john.raymond@nelsonmullins.com
laura.doyle@nelsonmullins.com
Florida Bar No. 194162
Nelson Mullins Broad and Cassel
251 Royal Palm Way, Ste. 215
Palm Beach, FL 33480
Telephone: (561) 659-8661



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50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 25

000379



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

IN RE: GUARDIANSHIP OF
PATRICIA A. SAHM,
Alleged Incapacitated Person

Case No. 50-2023-MH-001072-XXXX-MB

STIPULATION FOR SUBSTITUTION OF COUNSEL

IT IS HEREBY stipulated between LAURA B. BURKHALTER, Esquire and
AMBER PATWELL, Esquire, that present counsel of record, LAURA B. BURKHALTER,
Esquire are to be relieved of further duties arising out of the above-styled cause on behalf of
PATRICIA A. SAHM, alleged Incapacitated Person, and that AMBER PATWELL, Esquire
shall be substituted as counsel of record in further proceedings thereon.

DATED this ____ day of May, 2023

APatwell

AMBER PATWELL, ESQUIRE
136 4th St. N., Suite 201, Office 356
St. Petersburg, FL 33701
amber@aplpinellas.com
(727) 776-1617
FBN: 43596

Signature: *[Signature]*

Email: laura@lbbpa.net

LAURA B. BURKHALTER, ESQUIRE
403 SW 8th St.
Fort Lauderdale, FL 33315-381
laura@lbbpa.net
954-530-1043
FBN: 410829

Patricia A. Sahn
PATRICIA A. SAHM

Party Defendant BFR

ID# 11 EV# 25
DATE ADMITTED: 1-28-25

Case No. 2018-CA-23175
JOSEPH ABRUZZO
CLERK CIRCUIT COURT

000380

20230505 Sahm Substitution of Counsel from Burkhalter to Patwell

Final Audit Report

2023-05-06

Created:	2023-05-06
By:	Amber Patwell (apatwell@wblaws.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVBV2s_IYnNavrhIG9m_PqwEGD1FundPH

"20230505 Sahm Substitution of Counsel from Burkhalter to Pat well" History

- Document created by Amber Patwell (apatwell@wblaws.com)
2023-05-06 - 7:18:21 PM GMT- IP address: 173.168.225.99
- Document emailed to laura@lbbpa.net for signature
2023-05-06 - 7:19:09 PM GMT
- Email viewed by laura@lbbpa.net
2023-05-06 - 7:25:01 PM GMT- IP address: 104.28.57.243
- Signer laura@lbbpa.net entered name at signing as Laura Burkhalter
2023-05-06 - 7:53:02 PM GMT- IP address: 199.231.175.194
- Document e-signed by Laura Burkhalter (laura@lbbpa.net)
Signature Date: 2023-05-06 - 7:53:04 PM GMT - Time Source: server- IP address: 199.231.175.194
- Agreement completed.
2023-05-06 - 7:53:04 PM GMT

**IN THE FIFTEENTH JUDICIAL CIRCUIT COURT IN AND FOR PALM BEACH
COUNTY, FLORIDA
PROBATE DIVISION IZ**

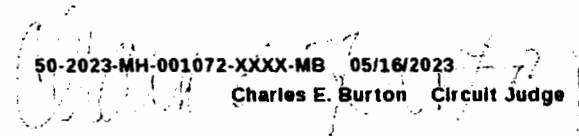
**IN RE: GUARDIANSHIP OF
PATRICIA A. SAHM,
Alleged Incapacitated Person**

Case No. 50-2023-MH-001072-XXXX-MB

**ORDER
(on Stipulation for Substitution of Counsel)**

Based upon the foregoing Stipulation, and the Court being otherwise fully advised in the premises, it is hereby ORDERED that AMBER PATWELL, Esquire/AMBER PATWELL LAW shall be substituted with LAURA B. BURKHALTER, Esquire, as counsel of record for PATRICIA A. SAHM, in the above-styled cause.

DONE and ORDERED


50-2023-MH-001072-XXXX-MB 05/16/2023
Charles E. Burton Circuit Judge

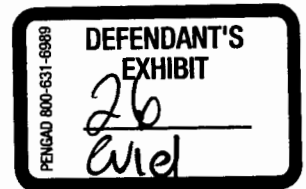
50-2023-MH-001072-XXXX-MB 05/16/2023
Charles E. Burton
Circuit Judge



109248853

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 26

000383



ATTORNEY CONSULTATION AND FEE CONTRACT

THIS AGREEMENT ("Agreement") is made on May 1, 2023, in Pinellas County, between Pat Sahm ("Client"), and AMBER PATWELL LAW, of St. Petersburg, Pinellas County, FL ("Attorney"). In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs the Attorney to represent Client in the following matters: Case Type: foreclosure with Elliot Bernstein, guardianship

II. ATTORNEY'S FEE

2.01 The Client agrees to pay the Attorney a non-refundable retainer of \$6,000.00, which is an advance fee, earned upon receipt. The Client agrees to pay for the Attorney's time for the family law action at the following hourly rates: THREE HUNDRED DOLLARS PER HOUR (\$300/hr).

The Client understands that the amount of \$6,000 provides 20 hours of legal representation. If the Client's balance is \$500 or below, the Client agrees to pay an additional advance refundable retainer of \$6,000. The Client is not paying any funds upon execution of this retainer agreement. The Client will permit the attorney to take the funds from settlement fees obtained from either the foreclosure matter or the probate matter.

III. APPROVAL NECESSARY FOR SETTLEMENT

3.01 The Attorney is authorized to enter into any and all settlement negotiations on behalf of those whom the Attorney represents.

3.02 No settlement shall be made without Client's approval, nor shall Client obtain any settlement on the aforesaid claims without the Attorney's approval.

3.03 Attorney is granted a limited power of attorney so that the Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reduce to possession any and all monies or other things of value due to Client under this claim as fully as Client could do so in person.

IV. REPRESENTATIONS

4.01 It is expressly agreed and understood that no promises or guarantees as to the outcome of the case have been made to Client by Attorney. Attorney has not represented to Client that Client will recover all or any of the funds so desired. Client also acknowledges that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment. It is further expressly understood and agreed that no other representations have been made to Client, except for those set out in this Agreement.

Party Defendant BFR
ID# K/K EV# 26
DATE ADMITTED: 1/28/25
Case No. 2018CA2319
JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE

136 4th St. N., Ofc. 356, St. Petersburg, Florida 33701
Phone: (727) 776-1617
Amber@APLPinellas.com | www.APLPinellas.com

000384



V. EXPENSES

5.01 All reasonable expenses incurred by the Attorney in the handling of this legal matter shall be paid by Client as incurred.

5.02 Any expenses not timely paid by Client shall be deducted by the Attorney prior to Client receiving his interest in the amount set forth in paragraph two (2) above. Client shall remain liable and promptly pay for all expenses incurred in this representation.

VI. FLORIDA LAW TO APPLY

6.01 This Agreement shall be construed under and in accordance with the laws of Florida, and venue for the adjudication of any dispute relating to this Agreement shall be Pinellas County, FL.

VII. PARTIES BOUND

7.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

VIII. LEGAL CONSTRUCTION

8.01 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX. PRIOR AGREEMENTS SUPERSEDED

9.01 This Agreement constitutes the sole and only agreement by and between the parties. It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed herein.

X. RESOLUTION OF FEE DISPUTES BY ARBITRATION

10.01 Any controversy or claim arising out of or relating to a fee charged pursuant to this Contract shall be settled by arbitration under the fee arbitration rule of the Rules Regulating The Florida

Bar. Judgment upon the award rendered may be entered in any court having competent jurisdiction.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability

136 4th St. N., Ofc. 356, St. Petersburg, Florida 33701

Phone: (727) 776-1617

Amber@APLPinellas.com | www.APLPinellas.com



of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.

FURTHERMORE, CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER

The Client agrees to communicate solely with the attorney via email, unless an emergency arises. I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

READ, APPROVED AND ACCEPTED

Date: May 1, 2023

Handwritten signature of Patricia Sahm in cursive script.

Patricia Sahm, Client

By: Handwritten signature of Amber Patwell in cursive script.

Amber Patwell, Attorney

136 4th St. N., Ofc. 356, St. Petersburg, Florida 33701

Phone: (727) 776-1617

Amber@APLPinellas.com | www.APLPinellas.com

Party Of+
ID# 27 EV# 27
DATE ADMITTED: 1-28-25
18CA2317
Case No. JOSEPH ABRUZZO
CLERK CIRCUIT COURT SE

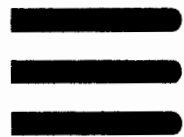


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50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 27

000387

MILESTONE I REPORTING COMPANY



TOMORROW'S TECHNOLOGY TODAY

407.423.9900

Fax 407.841.2779

Toll Free 855-MYDEPOS

1 IN THE CIRCUIT COURT OF THE 15TH
2 JUDICIAL CIRCUIT IN AND FOR
3 PALM BEACH COUNTY, FLORIDA
4 CASE NO.: 2018-CA-002317

5 WALTER E. SAHM AND
6 PATRICIA SAHM,
7 Plaintiffs,

8 V.

9 BERNSTEIN FAMILY REALTY, LLC,
10 BRIAN O'CONNELL, AS SUCCESSOR
11 PERSONAL REPRESENTATIVE OF
12 THE ESTATE OF SIMON L. BERNSTEIN;
13 ALEXANDER BERNSTEIN, ERIC BERNSTEIN,
14 MICHAEL BERNSTEIN, MOLLY SIMON,
15 PAMELA B. SIMON, JILL IANTONI,
16 MAX FRIEDSTEIN, LISA FRIENDSTEIN,
17 INDIVIDUALLY AND TRUSTEES OF
18 THE SIMON L. BERNSTEIN REVOCABLE
19 TRUST AGREEMENT DATED MAY 20, 2008,
20 AS AMENDED AND RESTATED;
21 ELIOT BERNSTEIN, AND CANDICE
22 BERSTEIN, INDIVIDUALLY AND AS
23 NATURAL GUARDIANS OF MINOR
24 CHILDREN JO., JA. AND D. BERNSTEIN;
25 AND ALL UNKNOWN TENANTS,
Defendants.

16 DEPONENT: ELIOT BERNSTEIN
17 DATE: OCTOBER 2, 2024
18 REPORTER: ANESIA ROBERTS

PENGAD 800-631-6989

DEFENDANT'S
EXHIBIT

27
evid

ORIGINAL

APPEARANCES

ON BEHALF OF THE PLAINTIFFS, WALTER E. SAHM, PATRICIA SAHM, AND CHARLES REVARO AS GUARDIAN OF THE WARD PAMELA A. SAHM:

Robert A. Sweetapple, Esquire
Sweetapple, Broeker & Varkas, P.L.
4800 North Federal Highway
Suite 306D
Boca Raton, Florida 33431
Telephone No.: (561) 392-1230
E-mail: pleadings@sweetapplelaw.com
(Appeared via videoconference)

AND

Kathryn Lewis, Esquire
Kitroser Lewis & Mighdoll
631 U.S. Highway 1
Suite 406
North Palm Beach, Florida 33408
Telephone No.: (561) 721-0600
E-mail: kathryn@kitroserlaw.com
(Appeared via videoconference)

ON BEHALF OF THE DEFENDANTS, ELIOT BERNSTEIN, CANDICE BERNSTEIN, ALEXANDER BERNSTEIN, ERIC BERNSTEIN, MICHAEL BERNSTEIN, BERNSTEIN FAMILY REALTY, LLC, AND ALL

UNKNOWN TENANTS:

Inger M. Garcia, Esquire
Law Office of Inger Garcia
4839 Volunteer Road
Suite 514
Davie, Florida 33330
Telephone No.: (954) 394-7461
E-mail: attorney@ingergarcia.com
serviceimglaw@yahoo.com
(Appeared via videoconference)

Also Present: Cassandra Hahn, Attorney Sweetapple's Office; Cynthia Miller, Attorney Sweetapple's Paralegal; Robin Austin, Observer; Alea Carrino, Observer; Luisa, Observer.



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TOMORROW'S TECHNOLOGY TODAY

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407.423.9900

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STIPULATION

The VIDEO deposition of ELIOT BERNSTEIN was taken at
MILESTONE REPORTING COMPANY, 315 EAST ROBINSON STREET,
SUITE 510, ORLANDO, FLORIDA 32801, via videoconference
in which all participants attended remotely, on
WEDNESDAY the 2nd day of OCTOBER 2024 at approximately
10:03 a.m. (ET); said deposition was taken pursuant to
the Fla. R. Civ. P. 1.310.

It is agreed that ANESIA ROBERTS, being a Notary Public
and Court Reporter for the State of FLORIDA, may swear
the witness and that the reading and signing of the
completed transcript by the witness is not waived.



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PROCEEDINGS

THE REPORTER: My name is Anesia Roberts, I'm the online video technician and court reporter today, representing Milestone Reporting Company, located at 315 East Robertson Street, Suite 510, Orlando, Florida 32801. Today is the second day of October 2024. The time is 10:04 a.m. We are convened by video conference to take the deposition of in the matter of Walter E. Sahn and Patricia Sahn v. Bernstein Family Realty, LLC, Brian O'Connell, as successor personal representative of the estate of Simon L. Bernstein, Michael Bernstein, Molly Simon, Pamela B. --

MR. SWEETAPPLE: Excuse me. We can -- excuse me. You can just say et al. Otherwise --

THE REPORTER: Okay. Thank you. Et al., pending in the Circuit Court of Palm Beach County, Florida. Case number 2018-CA-002317. Will everyone but the witness please state your appearance, how you're attending, and location you're attending from, starting with Plaintiff's Counsel?

MR. SWEETAPPLE: Yes. Robert Sweetapple and Cynthia Miller on behalf of the guardian, Charles Revard.

MS. LEWIS: Good morning. Kathryn Lewis on

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1 behalf of the guardian, Charles Revard. I am
2 attending from my home in Palm Beach County,
3 Florida. I am counsel of record in a related
4 guardianship matter, so I will be just observing,
5 not participating today.

6 MS. GARCIA: And I assume Mr. Sweetapple is
7 appearing from his office?

8 MR. SWEETAPPLE: Yes.

9 MS. GARCIA: Okay. Just because she asked.
10 Okay. Inger Garcia. I'm here with Mr. Eliot
11 Bernstein from my home office.

12 THE REPORTER: Mr. Bernstein, will you please
13 state your full name for the record and hold your ID
14 up to the camera, please?

15 THE WITNESS: Eliot Ivan Bernstein.

16 THE REPORTER: A little bit closer. Right
17 there. Okay. That's perfect. I can see your name
18 and you. Eliot. Thank you.

19 THE WITNESS: Uh-huh.

20 THE REPORTER: Do all parties agree that the
21 witness is in fact Mr. Bernstein?

22 MR. SWEETAPPLE: Yes.

23 MS. GARCIA: Yes.

24 THE WITNESS: Yes.

25 THE REPORTER: Mr. Bernstein, will you please



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1 raise your right hand? Do you solemnly swear or
2 affirm the testimony you're about to give will be
3 the truth, the whole truth, and nothing but the
4 truth?

5 THE WITNESS: I do.

6 THE REPORTER: Thank you. You may begin.

7 DIRECT EXAMINATION

8 BY MR. SWEETAPPLE:

9 Q. Good morning, Mr. Bernstein. How are you this
10 morning?

11 A. Good. How are you?

12 Q. I'm excellent. Thank you. Have you ever been
13 deposed before?

14 A. I have.

15 Q. On how many occasions?

16 A. One, I think.

17 Q. All right. And when was that?

18 A. That was a few years ago with your friend,
19 Alan Rose.

20 Q. Okay. And have you ever testified at a trial
21 before?

22 A. Trial?

23 Q. Or any court proceeding?

24 A. Oh. I've -- yes.

25 Q. How many times have you testified in court



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1 proceedings?

2 A. Numerous. I'm involved in numerous cases, and
3 I've represented myself pro se.

4 Q. Okay. So more than a dozen times you've
5 testified?

6 A. Oh, yeah. Yeah.

7 Q. More than 50 times?

8 A. Probably. Maybe 100 or so.

9 Q. Okay. So you're familiar with testifying?

10 A. I am.

11 Q. You've been placed under oath repeatedly?

12 A. Correct.

13 Q. Okay.

14 A. Well, no. Not under oath, meaning I've talked
15 to the Court pro se.

16 Q. Right.

17 A. So if that's testifying, I haven't been sworn
18 in, but maybe ten times.

19 Q. Okay. So basically, as you may remember from
20 Mr. Rose's deposition, I'm going to ask you questions
21 that you're expected to answer if you know the answer
22 under oath. Do you understand that?

23 A. I do.

24 Q. Okay. And it's quite possible that you're not
25 going to understand my question because it's



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1 complicated, confused, unintelligible. Just tell me
2 that you don't understand my question and I will
3 rephrase it; is that understood?

4 A. It is.

5 Q. All right. And we don't want you to speculate
6 or guess. If you don't know the answer, tell me you
7 don't know the answer; is that fair?

8 A. Sure.

9 Q. Is there any reason you're unable to give a
10 deposition here today? Are you on medication, doctor's
11 care?

12 A. I am on medication. I am in doctor's care. My
13 blood pressure is 230 over 150 this morning, and I'm on
14 heavy medication pending a two-year delay in an open
15 heart surgery for four arteries that are clotted. The
16 medicine does make me a little bit rough around the
17 edges on dates, but everything else I'm pretty clear
18 about.

19 Q. Okay. So --

20 A. Okay. Yeah.

21 Q. With regard to your condition, if at any time
22 you need to stop and take a break, please let me
23 know --

24 A. Years ago.

25 Q. -- and we'll break, okay? I'm just saying,



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1 if --

2 A. Yeah, no.

3 Q. If it's too stressful or if you need to use
4 the facilities or -- you know, just let me know. This
5 is not --

6 A. Okay.

7 Q. This is not intended to be a painful
8 experience. It's a -- it's a -- it's a search for the
9 truth, essentially, regarding this case.

10 A. Okay.

11 Q. So what is your educational background?

12 A. Well, before we get started, under Rule 1310,
13 I just want to clarify with you that the deposition is
14 in good faith and whatnot. And I -- I wanted to find
15 out --

16 Q. Well, you're not here to ask me questions, and
17 you're not at all here --

18 A. No, but under 1310 I can ask the officer
19 conducting the deposition, which I think is you, if it's
20 being conducted purely. So the first question I have
21 is, were you contacted by the Palm Beach County
22 Sheriff --

23 Q. Okay.

24 A. -- regarding claims against you --

25 Q. Sir. Sir, excuse me.



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1 A. -- for criminal misconduct?

2 Q. Excuse me, sir.

3 A. Yes.

4 Q. I'm here to ask your -- to take your
5 deposition. It's in good faith.

6 A. Do you want me to repeat the rule?

7 Q. I'm doing this in good faith.

8 A. Do you want me to repeat -- it's -- it comes
9 under Florida 1310.

10 Q. Sir. Mr. Bernstein, I'm going to start asking
11 you questions. If you don't answer them, I will suspend
12 the deposition and go to the Court and seek sanction.

13 A. Okay. Good. And if you do do that --

14 Q. The deposition -- I'm telling you --

15 A. Listen, that's your --

16 Q. I'm telling you --

17 A. That's your right to do that.

18 Q. I'm telling you --

19 A. And I -- I accept that, but if you read the
20 rule, I have the right to tell the Court why I'm feeling
21 this is not a good faith deposition, which I'm telling
22 you because you're under a criminal investigation or
23 several, and you're aware of that, and therefore, I
24 think your objective is not to get to the truth, but try
25 to frame people for crimes or something or make up some



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1 fraud that you haven't exposed to anybody what the fraud
2 you're claiming is.

3 But more importantly, this deposition is being
4 used as a fishing for you to find out who is
5 investigating you, who we've talked to, et cetera, and I
6 think it's wholly bad faith, what you're doing, and how
7 broad and all that. So I do want you to take it up with
8 the judge, and I do have two exhibits I'd like you to
9 give to the judge to review if you're taking it to him,
10 and the first one --

11 Q. Are you done making -- are you done making
12 your statement?

13 A. -- has been submitted.

14 Q. Are you done making your statement?

15 A. Well, no. I'd like to -- I'd like to state on
16 the record for the judge to review, on 3-31-20 -- this
17 is from the Palm Beach County Sheriff Report. I'm sure
18 you got a copy of that. On 3-31-2023, I contacted Trust
19 Attorney Robert Sweetapple, who's listed as the attorney
20 of record or the plaintiff in this case involving the
21 Bernstein Family Trust. Mr. Sweetapple respectfully
22 declined to discuss the details of the case and stated
23 that Mr. Bernstein or his legal representatives had
24 previously raised all of this objection, all of their
25 objections in Court, and their appeals were denied --



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1 Q. Sir. Sir.

2 A. -- based on the evidence.

3 Q. Any records --

4 A. Did you make that statement to the police?

5 Q. Sir, any records that you -- Mr. Bernstein,
6 any records you want to append to this deposition for
7 the Court we will do at the end of the deposition. Now
8 I'm going to commence with your questioning, sir.

9 A. Well, if you're ending it to go get an order
10 from the judge --

11 Q. No, no. I'm going to -- if you're not --

12 A. -- because you're refusing to answer --

13 MS. LEWIS: Ms. Garcia, are you going to make
14 any attempt in good faith to control your client, or
15 should we just end this little song and dance?

16 THE WITNESS: Well, you're also in the
17 complaint --

18 MS. LEWIS: I'm aware.

19 THE WITNESS: -- with the Palm Beach County
20 Sheriff. I'm sure you are.

21 MS. LEWIS: Yeah.

22 THE WITNESS: And so, you see, I don't think
23 you guys are doing this in good faith. You
24 shouldn't be doing this. You should both be --

25 MS. GARCIA: Okay.



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1 THE WITNESS: -- represented by Counsel at this
2 point.

3 MS. GARCIA: Five-minute break.

4 MR. SWEETAPPLE: Mr. Bernstein. Mr. Bernstein.

5 MS. GARCIA: Five-minute break, please, sir.
6 Five-minute break.

7 MR. SWEETAPPLE: Thank you. I -- please
8 understand. We're not going off the record.
9 Understand that Mr. Bernstein has been sanctioned by
10 Courts for this very type of conduct, and I will be
11 seeking to strike pleadings and to hold him in
12 contempt of Court.

13 MS. GARCIA: The deposition hasn't started yet,
14 sir. I'm asking for a five-minute break --

15 MR. SWEETAPPLE: Yes.

16 MS. GARCIA: -- because you're --

17 MR. SWEETAPPLE: Yes, it has started. The
18 deposition has started, and I'm going to suspend it
19 for five minutes, and if this type of outrageous
20 conduct continues, I will be contacting --
21 suspending and contact the Court immediately. And,
22 you know, this abuse of the litigation system has
23 got to end, ma'am.

24 THE REPORTER: Okay. The time is 10:13 a.m.,
25 and we are off record.



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1 (OFF THE RECORD)

2 THE REPORTER: The time is 10:20 a.m., and we
3 are back on record.

4 BY MR. SWEETAPPLE:

5 Q. Mr. Bernstein, I was asking you, what is your
6 educational background?

7 A. I'm a college graduate.

8 Q. And where did you go?

9 A. University of Wisconsin-Madison.

10 Q. Okay. My son went there.

11 A. Yes.

12 Q. And when did you graduate?

13 A. On 1983 or so.

14 Q. You did graduate?

15 A. Yeah.

16 Q. And what -- did you get a -- what --

17 A. Psychology.

18 Q. Psychology. Okay. And did you ever practice
19 as a psychologist?

20 A. No.

21 Q. Okay. What type of work did you pursue after
22 you graduated?

23 A. Well, I was in the insurance business since I
24 was 14 years old at that point.

25 Q. Okay.



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1 A. I had a dental company in college, and I
2 worked full-time and went to college full-time.

3 Q. Okay. And how long have you -- were you in
4 the insurance industry?

5 A. Wow. I don't -- 30-plus years.

6 Q. Are you still in the insurance industry?

7 A. I am not.

8 Q. Okay. And what was your relationship with the
9 Bernstein Family Realty, LLC, when it entered into a
10 note mortgage with the Sahms?

11 A. Well, nothing other than that I was taking
12 care of the property that my kids owned through
13 Bernstein Family Realty. And I --

14 Q. So you were --

15 A. And it was a life estate my father set up so
16 that our family was protected by some bad attorneys we
17 were exposing in federal and state courts, similar to
18 what's going on with you right now.

19 Q. So you were never a member or an owner of any
20 interest in Bernstein Family Realty?

21 A. Well, it was later when it was necessary.

22 Q. So -- but I'm talking about the time that the
23 note mortgage was signed. You were not a member at that
24 time?

25 A. No. No.



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1 Q. Okay. And --

2 A. That was to protect our lives.

3 Q. Okay. But you were --

4 A. --

5 Q. -- living in the home. You were living in the
6 home that was owned by Bernstein Family Realty, LLC?

7 A. Which is owned by my three children, who were
8 minors at the time. So yeah, we were living there --

9 Q. Okay.

10 A. -- with them, and that was my dad's intent,
11 was to make -- with -- with Walt even knew all about it,
12 was to make the property secure, because I was in
13 litigation against lawyers, judges, and a whole bunch
14 of --

15 Q. How many judges have you been in litigation
16 against?

17 MS. GARCIA: Objection to relevance.

18 THE WITNESS: A lot. But there was also a bomb
19 in our car, which blew up three cars next to it, and
20 it's a very complicated situation, but my dad was
21 trying to protect my family from lawyers and others
22 who were trying to kill me to steal trillion-dollar
23 patents, so to speak.

24 BY MR. SWEETAPPLE:

25 Q. So how many judges have you litigated against?



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1 A. I don't know. You can look it up. It was a
2 Southern District of New York case that was related to a
3 whistleblower from the Disciplinary Department of New
4 York, and it's a RICO, so it named quite a lot of
5 lawyers and judges.

6 Q. And what about in Florida? How many Florida
7 judges have you sued?

8 MS. GARCIA: Objection to the relevance. We're
9 here on limited issues of the settlement, and you're
10 going back to history of years ago. But go ahead.

11 THE WITNESS: I don't mind. I'll tell him. A
12 bunch. Jorge Labarga, who was at the 15th, which it
13 kind of makes it why the 15th is not a good place to
14 be hearing anything of mine, but then several
15 Supreme Court members. The Florida Bar, I sued.
16 It's -- and whatnot. A whole lot of people.

17 BY MR. SWEETAPPLE:

18 Q. Have you sued any other judges in the 15th
19 Judicial Circuit or moved --

20 MS. GARCIA: Again, objection.

21 BY MR. SWEETAPPLE:

22 Q. -- to recuse any other judges?

23 MS. GARCIA: Again, objection to relevance.
24 We're here for the settlement issues only.

25 MR. SWEETAPPLE: Okay. Excuse me, Ms. Garcia.



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1 Please just object to form. Relevance isn't even a
2 proper objection at a deposition.

3 MS. GARCIA: In this particular deposition,
4 sir, because it's limited to the settlement issues,
5 I have a right to limit the scope of this
6 deposition, or then you can take it up with the
7 Judge. Go ahead.

8 MR. SWEETAPPLE: No. You can -- you can -- you
9 can make an instruction to your client that you
10 believe is appropriate, but relevance is not an
11 objection. I'm getting background on the witness
12 right now to go to his credibility. I'm entitled to
13 do that as a matter of law.

14 BY MR. SWEETAPPLE:

15 Q. So how many other judges have you sued in Palm
16 Beach County?

17 A. None.

18 Q. How many have you moved to recuse?

19 A. Quite a few.

20 Q. Okay. And do you --

21 A. And they were recused or disqualified, and
22 immediately after, most of them retired early off the
23 bench, getting rid of what I would say, was kind of a
24 cultish group of judges who were using predatory
25 guardianships to steal people's estates. And so those



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1 -- that group of judges is gone. And then I think
2 that's about it. That's the only -- you can look the
3 records up. They're Palm Beach County. I move to
4 recuse any judge that's not following the rules.

5 Q. Okay. And who was -- in terms of --

6 A. Oh, and by the way -- by the way, the -- you
7 should also know that I've been pursuing quite a few
8 attorneys, like Alan Rose, yourself, et cetera. And Don
9 Tescher and Robert Spallina were arrested, not directly
10 related to my complaint, but insider trading. And they
11 also admitted to forging my mother's trust document in
12 my mother's trust case to the Palm Beach sheriff when
13 questioned -- Mr. Spallina did.

14 And then I think Brian O'Connell also recently
15 has destroyed his career was disbarred for stealing a
16 half a million dollars, according to the Florida Supreme
17 Court, out of a client's trust account. Will he be
18 criminally prosecuted? We'll see. It takes time, as
19 you know, as we build a web around you. So -- but go
20 ahead. Yeah. Any other question?

21 Q. Do you remember my question, Mr. Bernstein?

22 A. Yeah. What judges had I been pursuing and
23 others.

24 Q. And was your question intended to be
25 responsive to that?



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1 A. Yeah.

2 Q. I asked judges, and you started talking about
3 oh --

4 A. Oh -- yeah -- what --

5 Q. So were you --

6 A. -- I thought it meant what other people in the
7 legal profession.

8 Q. And so do you have a power of attorney from
9 Bernstein Family Realty, LLC, to act on its behalf?

10 A. I was voted in as a -- as a manager.

11 Q. Okay. When were you voted in as a manager?

12 A. I believe in 2023. Like I said, I'm not real
13 good on dates. You want me to look it up, I'll get it
14 later.

15 Q. And was the -- was the entity reinstated with
16 the Secretary of State at or about that time?

17 A. Yeah.

18 Q. Okay. And so you are the manager currently of
19 the entity?

20 A. One of.

21 Q. How many other managers are there?

22 A. Two.

23 Q. Who are they?

24 A. My wife and Kevin Hall.

25 Q. Okay. And who is Kevin Hall?



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1 A. He's a consultant. Business consultant.

2 Q. Okay. And do you have any -- does -- do you
3 or the or Bernstein Family Realty, LLC, have any
4 contracts with him?

5 A. I'm not sure. I can check.

6 Q. Do you have any agreements with him to
7 compensate him?

8 A. I'm not sure what's there at this time.

9 Q. Is he working for free for the company?

10 A. I -- he may be.

11 Q. Do you know?

12 A. I don't.

13 Q. You -- so you don't know that there's a signed
14 agreement to pay him a percentage or compensate him in
15 any way with regard to --

16 A. I think he has some kind of agreement, maybe
17 verbal, with my kids and whatnot. I'm not exactly sure.
18 That's why I said I'm not --

19 Q. When you say your kids, are your kids managers
20 or members?

21 A. They're the members.

22 Q. Okay. And who are the members?

23 A. Jo.B. --

24 Q. Uh-huh.

25 A. -- Ja.B., and D.B.



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1 Q. Okay. And the property that is operated or
2 owned by the Bernstein Family Realty, LLC, has the
3 company -- when I say the company, I'm referring to
4 Bernstein Family Realty, LLC, paid the property taxes on
5 that property at any time in the last ten years.

6 A. The last ten years, I'm not sure.

7 Q. Okay.

8 A. I -- I don't -- I don't know. I -- yeah. Oh,
9 yeah. They -- they have paid the property taxes.

10 Q. What years?

11 A. I'd have to check.

12 Q. Okay. And what about in the last five years?

13 A. I believe so.

14 Q. And who would handle that as a manager, you,
15 your wife, or Mr. Hall?

16 MS. GARCIA: Objection. You're going beyond
17 the scope of the settlement issue. Go ahead.

18 THE WITNESS: Shall I answer?

19 MS. GARCIA: Go ahead.

20 THE WITNESS: Okay. What was the question
21 again? Sorry.

22 BY MR. SWEETAPPLE:

23 Q. That -- who in the LLC is responsible for
24 conducting its affairs such as making payments, like
25 property tax?



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1 A. Well, that would be me and my wife probably.

2 Q. Okay.

3 A. I mean, there'd be other people involved in
4 the discussion. Kevin --

5 Q. Okay. And who would be in -- who was anyone
6 involved from Bernstein Family Realty, LLC, in first
7 trying to negotiate or prepare a draft settlement
8 agreement of this case?

9 A. Which settlement?

10 Q. What's the -- I want to know the first time
11 there was ever any draft of a proposed settlement
12 agreement.

13 A. The first settlement?

14 Q. Yeah. Who prepared the first draft of a
15 settlement agreement?

16 A. I -- I believe that would be my attorney,
17 Inger Garcia and John Ring.

18 Q. Inger Garcia and John Ring are the first ones
19 that tried to draft a settlement agreement?

20 A. Correct.

21 Q. And when was that?

22 A. They not only drafted it, my family signed it,
23 and then I believe because of your frauds that the
24 estate had somehow become a party. My attorney wasted a
25 lot of her time and John Raymond ate up a lot of



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1 attorney fees, I believe, trying to settle this. And we
2 thought that the estate of Walter, which was substituted
3 into the bankruptcy, also fraudulently, were parties to
4 this foreclosure.

5 Well, Inger and John, who I believe one of
6 these people, one of your co-counsels maybe belongs to
7 his firm, they went through all these steps of
8 negotiating a settlement, only for John Raymond to come
9 back after the terms were done, my family had signed it.
10 We were waiting for the sum approval, and he said, no,
11 the estate has no interest in this foreclosure. Which is
12 strange because Brad Schreiber, who I'm sure you know,
13 told the federal bankruptcy court falsely that Walter
14 Sahm's estate did have an interest.

15 And Inger wasted a lot of her time, months,
16 long before you ever filed your predatory guardianship
17 that's been filed by, I believe, Kathryn Lewis' firm to
18 silence Patricia Sahm, which has been effective of
19 silencing a witness against you because she claims she
20 didn't know you, never met you. You've seen her
21 statements. You know, we -- we wasted all this time
22 negotiating with the wrong people. In fact, we were
23 unable to have the proper parties in the state court
24 before the state court because you were running a dead
25 man there who had been dead for a long time. You failed



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1 to substitute.

2 And then you were representing Patricia Sahm,
3 even though you actually weren't. You don't know her or
4 ever have talked to her really and we'll be requesting
5 your records to prove that out at some point.

6 But the bottom line is you were committing a
7 fraud in the state court because Joanna Sahm was your
8 client, not Patricia. And now, only now, months, years
9 later, we are learning, because you're busted, that
10 there was a power of attorney, and I just read something
11 where you didn't even have the power of attorney you
12 were acting under. So the proper parties to settle were
13 never before the state court from the day Walt died to
14 the day you and your partner, Joanna, concocted this
15 fraud to hide the real litigants in the case. So it
16 wasn't until bankruptcy where you -- suddenly they
17 switched the parties in the case because Brad Schreiber
18 got caught representing a dead person in court almost a
19 year or so after he'd been dead. He filed his -- his
20 notice of appearance for a dead person, kind of like you
21 running that same fraud on the state court. So you
22 know, that's pretty much my answer to that.

23 Q. Do you remember my question, sir?

24 A. Oh, can you repeat it back?

25 Q. Do you remember it?



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1 A. Can you repeat it back?

2 Q. What question were you answering?

3 A. Well, I just want to make sure it's the --
4 the --

5 Q. What question were you answering, sir?

6 A. Something about BFR's payments and whatnot.
7 Oh, the settlement. Yeah, the settlement.

8 Q. Who prepared the first draft of a settlement?

9 A. Oh, the settlement, right.

10 Q. Of a proposed settlement agreement. Who was
11 that?

12 A. Right. And I was answering that it was the
13 proposed settlement between John Raymond and Inger,
14 which was based on a fraud that you had committed --

15 Q. This --

16 A. -- leading up to believe that the estate --

17 Q. Mr. Bernstein, I asked you --

18 A. -- was a party.

19 Q. I asked you for the name of someone. You gave
20 me a name and you gave me a speech. So Ms. Garcia --

21 MS. GARCIA: Yes?

22 BY MR. SWEETAPPLE:

23 Q. -- prepared the first draft --

24 MS. GARCIA: No.

25 BY MR. SWEETAPPLE:



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1 Q. -- of a settlement agreement?

2 MS. GARCIA: Objection. Are you talking about
3 the settlement agreement at issue now or the prior
4 settlements prior to me coming -- the case?

5 MR. SWEETAPPLE: The first draft of a
6 settlement agreement.

7 MS. GARCIA: Ever in this case, back with Mr.
8 Morgurber, and Leslie, and everybody else?

9 MR. SWEETAPPLE: Whatever. I don't know who it
10 is --

11 THE WITNESS: Oh.

12 MS. GARCIA: Okay.

13 THE WITNESS: Okay. Oh, and even earlier, in
14 2019, Walt and I believe their former attorney,
15 who's supposed to be an outstanding guy, John
16 Cappellar, who Ms. Sahm recognized instantly -- when
17 we gave her her handwritten settlement with us in
18 2019, which covered all her costs, taxes, insurance,
19 everything to that point for \$200,000.

20 BY MR. SWEETAPPLE:

21 Q. Was that ever executed --

22 A. And then --

23 Q. Was that ever executed?

24 A. It was executed between us. Yeah.

25 Q. Who signed it?



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1 A. John Cappellar -- or Walt and Pat wrote it.
2 And it's in her handwriting. I submitted it as part of
3 my evidence.

4 Q. Okay. So you believe there was a settlement
5 agreement in 2019?

6 A. Correct.

7 Q. And have any of your attorneys ever sought to
8 enforce that agreement in any court?

9 A. No.

10 Q. Okay. And then the next time --

11 A. And -- and actually -- actually what was being
12 sought, just so you know, was -- was \$200,000, which was
13 sitting in the registry for my kids. Now, we are not
14 responsible for paying off the BFR debt. That was
15 supposed to come out of the estates in trust. But since
16 Alan Rose knows that he's being hunted down, so to
17 speak, by state and federal criminal authorities, he's
18 been trying to force a foreclosure by the Sahms by not
19 letting me get the money out of my children's registry
20 funds to pay the Sahms. So that's caused a whole bunch
21 of delays, even in getting this money to pay off this
22 settlement.

23 He wants to oppose when he's also acting as
24 trustee for my children in a trust that's never been
25 produced and doesn't exist, but we'll get into that, if



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1 you'd like.

2 Q. Mr. Bernstein, I'm trying to take discovery
3 with regard to settlements.

4 A. Okay. That was a settlement.

5 Q. If you're -- okay. Yeah. I asked you if the
6 2019 settlement agreement that you claim existed was
7 ever sought to be enforced in court and you said --

8 A. Yes.

9 Q. -- no. You said no, it has not been --

10 A. Oh.

11 Q. -- in court, right?

12 A. I think I changed it to yes. I was trying to
13 get the money to achieve the settlement terms. You
14 can --

15 Q. Was there ever a motion filed to enforce that
16 alleged settlement?

17 A. Well, I can't enforce it if I have -- no.

18 Q. Okay. And the next time that there was any
19 effort to draft what you claim was the settlement
20 agreement, when was that?

21 A. That was the one with Inger and Raymond.

22 Q. Okay. And Inger prepared a settlement
23 agreement indicating that Walter Sahn's estate was a
24 party.

25 A. Correct. Because that's what you told the



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1 bankruptcy court.

2 Q. Okay. And --

3 A. And Joanna Sahm illegally came in representing
4 the estate --

5 Q. Are you --

6 A. -- Walter.

7 Q. -- are you -- are you aware that there was
8 never any substitution of Walter Sahm estate in the
9 foreclosure case?

10 A. I am.

11 Q. Okay. And are you aware that there was never
12 a suggestion of death to substitute Walter Sahm out of
13 the case?

14 A. Oh, no. I made a suggestion of death and my
15 wife did.

16 MS. GARCIA: Sorry, let him finish his
17 questions --

18 THE WITNESS: Oh. Okay. Sorry.

19 MS. GARCIA: -- because the court reporter
20 needs to take down --

21 THE WITNESS: Sorry. Okay.

22 MS. GARCIA: Delay for a moment when he asks
23 the question, so I have a chance to object.

24 THE WITNESS: You got it.

25 MS. GARCIA: Thank you. You can --



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1 BY MR. SWEETAPPLE:

2 Q. So did you -- so you're saying that you --
3 you're -- there was a settlement agreement prepared
4 where the party was Walter Sahm estate.

5 A. Correct. As one of the parties.

6 Q. Even though the Walter Sahm estate was never a
7 plaintiff in the foreclosure case.

8 A. Well, it became a plaintiff in the bankruptcy
9 case, which the underlying matter of the foreclosure. So
10 they claim they had an interest in the state case
11 through Walter Sahm. And by the way, your question was,
12 did -- the suggestion of death was filed.

13 Q. Okay.

14 A. And you have failed and have been representing
15 a client, I think even to this day, without notifying
16 the Court that he is dead, not -- and which could void
17 your judgment for your clients instantly. Well, we'll
18 get to all those issues, but you know, the -- the honest
19 to God truth is we left with Joanna Sahm coming into a
20 for -- to a bankruptcy saying she represented the
21 interest of Walter Sahm's estate. And for the first
22 time we learned that she was representing her mother
23 through some kind of power of attorney or -- guardian.
24 Of course, she never filed that as legally required.
25 But, okay, that is my answer to that.



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1 Q. Okay. So your attorney, Ms. Garcia, prepared
2 a draft settlement agreement for the foreclosure case,
3 and the alleged plaintiff was the Walter Sahm Estate?

4 A. Correct.

5 Q. Okay. Even though --

6 A. And Patricia Sahm. And Patricia Sahm. Of
7 course, I don't know if we knew at that point that it
8 was Joanna forging all her mother's documents.

9 Q. But Inger -- but --

10 A. And you were concealing all that from the
11 State Court.

12 Q. But, sir, the -- it was clear from the probate
13 file -- I mean, strike that. From the litigation file
14 and the foreclosure, it was clear that no estate of
15 Walter Sahm was substituted, correct?

16 A. Correct. But we learned that the
17 bankruptcy --

18 Q. Okay.

19 A. After the foreclosure case, while the
20 foreclosure was still pending, we learned that Joanna
21 was now representing the interest in the foreclosure
22 case and the judgment as a PR of an estate of Walter.

23 Q. Uh-huh. Well, where did --

24 A. You see, you got so many frauds going it must
25 be hard for all of you.



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1 Q. Where did -- where did -- where did Joanna
2 Sahm ever appear --

3 A. In the bankruptcy.

4 Q. -- in the foreclosure case?

5 A. She didn't, because you concealed her, but she
6 admits even in her affidavit in the guardianship case,
7 her own affidavit, that she was stunned that her mother
8 knew anything about the foreclosure case because she was
9 handling it. You --

10 Q. And didn't she have a power of -- didn't she
11 have a power of attorney, sir?

12 A. You never presented it to the court. She
13 never signed a document. Nobody knew it until the
14 bankruptcy case where your frauds were coming undone and
15 they had to change everything. So suddenly, we found
16 out who the real plaintiffs in the Sahm case were. Not
17 dead Walter. That's for sure. It was Joanna, I guess
18 acting as PR without telling anybody, and not Patricia
19 Sahm. She knew nothing about the case, according to
20 Joanna, and I think some of your recent comments show
21 that you really don't know her, and I'm sure that's
22 because the police are -- might be closing in on you.
23 And you're aware of that, since they contacted you,
24 which I believe makes the basis of this deposition you
25 trying to fish yourself out of some real serious charges



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1 here. You ran a fraud. Did you expose to the Court
2 that you were acting under a power of attorney for
3 Patricia Sahm?

4 Q. Mr. Bernstein.

5 A. No. Did you?

6 Q. Sir. Mr. Bernstein, I'm asking the questions
7 and you're answering them.

8 A. And nobody ever --

9 Q. Okay.

10 A. But that's why you shouldn't be doing this.
11 You're conflicted.

12 Q. Mr. Bernstein, you appear to think -- sir, you
13 appear to think that you have to notify the Court when
14 you're acting under a power of attorney. So you go
15 ahead and keep thinking whatever you think you know
16 about the law, okay?

17 A. You do.

18 Q. I'm asking you questions, all right?

19 A. Right. You do.

20 Q. So what you're telling me is --

21 A. When the proper party --

22 Q. What you're telling me is that Ms. Garcia and
23 you were aware at the bankruptcy court that Mr. Sahm had
24 died, correct?

25 A. Yeah.



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1 Q. Okay. And did you file a suggestion of death
2 at that time?

3 A. No. I had filed it earlier in the State
4 Court.

5 Q. Okay. In the pro -- in the pro --

6 A. And you failed -- and you failed to notify the
7 Court --

8 Q. And after you filed the suggestion of death --

9 A. -- that the Plaintiff had died.

10 Q. And after you filed the suggestion of death,
11 do you know what happens as a matter of law if there's
12 no substitution?

13 A. No. I'm not a lawyer, so I'm not --

14 Q. Okay. So you're not aware, not aware of what
15 happens at that point?

16 A. I have my opinion.

17 Q. Okay. So Ms. Garcia was fully aware that
18 there was a suggestion of death and aware that the only
19 remaining plaintiff on a joint obligation was Patricia
20 Sahm, and did Ms. Garcia -- did Ms. Garcia or -- did Ms.
21 Garcia contact me to negotiate the settlement of the
22 foreclosure case, to your knowledge?

23 MS. GARCIA: Go ahead.

24 THE WITNESS: I think that's attorney-client
25 privilege, but --



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1 MS. GARCIA: No, no. Go ahead --

2 THE WITNESS: Okay. What was the question
3 again?

4 BY MR. SWEETAPPLE:

5 Q. Did you direct, or anyone from Bernstein
6 Family Realty, LLC, direct Ms. Garcia to communicate
7 with me as attorney for Patricia Sahm to settle the --
8 to settle the foreclosure case?

9 A. I -- I think she did contact you during the
10 John Raymond settlement, but then, as you know, Patricia
11 Sahm, Senior, when she --

12 Q. I asked you a question, sir.

13 MS. GARCIA: (Audio cuts out.)

14 BY MR. SWEETAPPLE:

15 Q. Did you instruct her to contact me to handle a
16 settlement of the foreclosure case?

17 MS. GARCIA: Objection. Calls for attorney-
18 client privilege in our private conversations. You
19 know you were part of the e-mail chain, sir, so do
20 not ask him about our conversations. If you have a
21 question about attorney-client privilege, the judge
22 can determine if the answer must be had. So you can
23 ask his knowledge, but do not use this deposition to
24 try to set me up and get around the attorney-client
25 privilege. Ask your question.



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1 MR. SWEETAPPLE: Please mark this.

2 THE WITNESS: Again, further bad faith.

3 MR. SWEETAPPLE: Please mark that in the
4 record.

5 THE WITNESS: Yeah.

6 MR. SWEETAPPLE: I'm going to be going to the
7 Judge immediately.

8 THE WITNESS: Take it up with the Judge.

9 MR. SWEETAPPLE: Okay. I am asking the witness
10 if he told you something to tell to me. That is not
11 privileged. You made a speaking objection. You
12 never instructed him not to answer, which would be
13 the proper thing to do if you actually don't
14 understand that that's not a privileged
15 communication. I'm going to try it again, Ms.
16 Garcia.

17 BY MR. SWEETAPPLE:

18 Q. Mr. Bernstein, did you ever instruct Ms.
19 Garcia at the time that she prepared a proposed
20 settlement agreement with the estate of Walter Sahn to
21 contact me to attempt to negotiate that settlement?

22 A. No.

23 Q. Why not?

24 A. What? I didn't hear you. You broke up.

25 Q. Why not? Didn't you know I represented the --



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1 Patricia Sahm in the foreclosure?

2 A. Because I don't tell my attorney what to do,
3 like I don't tell my brain surgeon what to do.

4 Q. Okay.

5 A. She's the attorney. She knows what she's
6 doing.

7 Q. Okay.

8 A. She's --

9 Q. So she knows what she's doing.

10 A. Correct.

11 Q. She knows what she's doing, but she has
12 prepared a proposed settlement of a case where she knows
13 Walter Sahm is dead and it's a joint obligation, and the
14 estate of Walter Sahm doesn't appear anywhere in the
15 foreclosure case, and she's doing a settlement with the
16 estate of Walter Sahm. Is that what you're telling me?
17 That's what happened?

18 MS. GARCIA: I'm going to object to -- I'm
19 going to object to him not to answer. Attorney-
20 client privilege communications. Take it up with
21 the Judge. You're not going to use this deposition
22 to set me up, sir. Go ahead. Mark it for the
23 Judge. You have a question of his knowledge and his
24 communications and what he understands, fine, but
25 you're not going to use this deposition like this.



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1 Go ahead.

2 MR. SWEETAPPLE: Stop making speaking
3 objections. Make an objection and state the basis
4 of your form objection if you have a basis of a form
5 objection.

6 BY MR. SWEETAPPLE:

7 Q. Were you aware that -- were you -- did --
8 strike that. So when this proposed settlement with the
9 Estate of Walter Sahm, that include the Estate of Walter
10 Sahm, are you aware if a proposed settlement agreement
11 was forwarded by Ms. Garcia to any lawyers?

12 A. Yeah. John Raymond.

13 Q. Okay. And --

14 A. And you.

15 Q. And was that settlement --

16 A. And you. You were sent that settlement, even
17 though you've testified, I believe under oath, that she
18 didn't contact you about the settlement. You knew damn
19 well of that settlement because I saw your name on it,
20 and you were asked several times to do things regarding
21 the settlement and you chose to ignore it, because this
22 isn't about a settlement. This is about the fact that
23 you're using a predatory guardianship to silence
24 Patricia Sahm from testifying that she doesn't know you,
25 you never talked to her, you never brought her



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1 settlement offers, nothing, that you were working under
2 an undisclosed to the Court or any power -- party, a
3 power of attorney that you claimed way later, just not
4 too long ago, that you didn't have the power of attorney
5 in your possession. So you were representing Joanna
6 Sahm, who hired you. Miss -- Ms. Sahm couldn't pick you
7 out of a lineup.

8 Q. Okay.

9 A. But she might now.

10 Q. Okay. Mr. Bernstein --

11 A. Yes, sir.

12 Q. There was no guardianship of Patricia Sahm at
13 the time that [REDACTED] prepared the settlement of the
14 Walter --

15 A. Garcia.

16 Q. Right?

17 A. Correct. The first settlement.

18 Q. Right. There was no --

19 A. We'll get to it. We'll get into the second.

20 Q. So you're -- all your testimony about the
21 first settlement and mentioning guardianship is in
22 error, right?

23 A. I've got to think of the date.

24 MS. GARCIA: Objection to the form.

25 THE WITNESS: Yeah. No, I -- I -- I would --



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1 MS. GARCIA: -- you know.

2 THE WITNESS: I'm not sure. I -- I'll --

3 MS. GARCIA: Objection to the form. You can
4 answer if you know.

5 THE WITNESS: I don't.

6 MS. GARCIA: Don't speculate.

7 THE WITNESS: I don't. Yeah.

8 BY MR. SWEETAPPLE:

9 Q. Okay. So -- and you admit that there was a
10 power of attorney in effect at the time of that
11 attempted settlement agreement, correct?

12 A. I think it might have been revoked.

13 Q. It was revoked at the time -- at the time that
14 Ms. Garcia was preparing and attempting to get a
15 settlement with the estate of Walter Sahm signed?

16 MS. GARCIA: Objection to the form.

17 THE WITNESS: I -- I'm going to have to check,
18 but --

19 MS. GARCIA: Are you speaking about March 2023?

20 MR. SWEETAPPLE: I don't know the date yet.

21 MS. GARCIA: Speaking about which one during
22 March 2023? The estate one? The Pat one? There's
23 many settlements, so you need to be specific.

24 MR. SWEETAPPLE: The settlement --

25 MS. GARCIA: Show him the settlement, please,



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1 that you're discussing before he answers any more
2 questions. Put it on the screen so he can see which
3 settlement, which estate you're talking about.

4 BY MR. SWEETAPPLE:

5 Q. The only settlements I'm talking about and I'm
6 trying to learn about are --

7 A. You were copied on it.

8 Q. Please let me finish. Okay. I'm talking now
9 about only settlements and draft settlements and
10 negotiations concerning settlement of the foreclosure
11 case; is that understood?

12 A. Yeah. Let me check my notes here.

13 MS. GARCIA: Okay. And you -- Robert, you do
14 realize that there's many drafts. Some included the
15 estate. Some included Pat Sahm. Joanna was
16 involved in every one of them. You were copied on
17 the -- some of the e-mails. So you have to be
18 clearer, because you can't corner him with trick
19 questions.

20 MR. SWEETAPPLE: All right. Okay.

21 MS. GARCIA: If you have a particular draft,
22 please put it on the screen.

23 MR. SWEETAPPLE: Okay. Okay. All right.

24 MS. GARCIA: I sent you many drafts.

25 MR. SWEETAPPLE: All right. I'm moving to hold



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1 you in contempt for continuing to make speaking
2 objections and coaching your client on what to say.
3 You just gave him a whole narrative with regard to
4 my questioning. It's unprofessional, it's
5 outrageous, and it needs to stop now.

6 THE WITNESS: Take it up with the Judge.

7 MR. SWEETAPPLE: I am going to do that, Mr.
8 Bernstein.

9 THE WITNESS: You want to -- okay. So you want
10 to stop the -- terminate this and pick it up?

11 MR. SWEETAPPLE: No. No. No. No.

12 MS. GARCIA: Robert, I'm just asking you, if
13 there's many forms of the settlement, please put the
14 one you're discussing. You can't ask a general
15 question.

16 MR. SWEETAPPLE: Ms. Garcia. Ms. Garcia.

17 MS. GARCIA: Please cooperate here and put up
18 the evidence on the screen and let him see which one
19 you're talking about.

20 MR. SWEETAPPLE: Ms. Garcia. Ms. Garcia, make
21 your objections. I will take the deposition the way
22 I deem appropriate.

23 MS. GARCIA: Go ahead. Have fun, Robert.

24 THE WITNESS: And she'll object the way she
25 deems appropriate.



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1 MS. GARCIA: Go ahead.

2 THE WITNESS: And if you find something wrong,
3 take it up with the Judge.

4 MS. GARCIA: Go ahead.

5 THE WITNESS: This bullying of people. Yeah.
6 And I just saw a letter from Leslie Ferderigos to
7 you, the other attorney you bullied. You're
8 misogynistic. You abuse women. It's obvious you
9 just are going to attack her and threaten her with
10 saying, because you're trying to use this to get
11 sanctions or create some fraud that nobody, but your
12 mind, is involved in, because you're worried that
13 the police are investigating your prior frauds, and
14 you know you've committed them.

15 MS. GARCIA: Okay. Let him ask the question.
16 Go ahead. I will make simple objections. Let him
17 go. Go ahead, Mr. Sweetapple.

18 MR. SWEETAPPLE: Thank you. Thank you.

19 BY MR. SWEETAPPLE:

20 Q. So when -- I'm only now talking about the time
21 period that Ms. Garcia was negotiating what you told me
22 was the first draft after the 2019 settlement agreement
23 you say existed. You've told me that Ms. Garcia was
24 negotiating a first draft and had prepared a first draft
25 of a settlement of the foreclosure case and the party,



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1 the Sahm party included the Walter Sahm Estate. Are we
2 clear that's what I'm talking about?

3 A. Yes. And I'm just --

4 Q. Okay.

5 A. Just looking to see when the first power of
6 attorney --

7 Q. And that question's not pending here, okay?

8 MS. GARCIA: Let him ask his question. Go
9 ahead.

10 THE WITNESS: I -- I heard his question.

11 MS. GARCIA: No question pending, is there?

12 MR. SWEETAPPLE: Yeah. I'm going to ask a
13 question.

14 MS. GARCIA: Go ahead.

15 BY MR. SWEETAPPLE:

16 Q. Who negotiated -- were there any -- were you
17 involved in any negotiations regarding that settlement
18 agreement?

19 A. Just with my attorney.

20 Q. Okay. Did you ever speak with Patty Sahm,
21 Junior?

22 A. Not at that juncture, no.

23 Q. You had you hadn't spoken to her at all at
24 that juncture?

25 A. I don't believe so.



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1 Q. Okay. And I take it that that draft of a
2 settlement agreement regarding where it mentioned Walter
3 Sahm Trust never was executed, correct? By Mrs. Sahm or
4 by Patricia Sahm as a power of attorney?

5 A. No.

6 Q. Correct? It was not executed ever, right?

7 A. Correct. It was not.

8 Q. And was another draft of a settlement
9 agreement prepared by Ms. Garcia after that, to your
10 knowledge, that did not list the Estate of Walter Sahm
11 as a party?

12 A. Yeah, right after John Raymond confirmed that
13 Joanna had misrepresented to a federal bankruptcy court
14 that the estate of Walter Sahm had an interest in the
15 foreclosure case and therefore bankruptcy. Yeah.

16 Q. Excuse me. Is that the case that your
17 attorney, Ms. Garcia was sanctioned by the Court?

18 MS. GARCIA: Objection to the form. I was
19 never sanctioned, number one.

20 MR. SWEETAPPLE: And your --

21 MS. GARCIA: And number two --

22 BY MR. SWEETAPPLE:

23 Q. -- and your -- and your children were -- well,
24 she was identified by the Court as having engaged in
25 wrongdoing?



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1 A. I don't know what that means. I'm not a legal
2 expert.

3 Q. Okay.

4 A. Your word, not mine.

5 Q. All right. All right.

6 A. Take her deposition next, I think, so --

7 Q. So you understand there was another draft of a
8 settlement agreement prepared by Ms. Garcia concerning
9 the foreclosure.

10 A. Right. Like I was saying, John Raymond --

11 Q. Let me finish my question, sir.

12 A. -- he heard that the --

13 Q. Sir --

14 A. -- that the -- that the --

15 Q. -- can I finish my question?

16 A. Well, I'm finishing your last question.

17 Q. Can I finish my question, sir?

18 A. Well, I'm finishing the answer to my last
19 question.

20 Q. Sir, I want -- I -- you've already answered
21 the last question.

22 A. No, I didn't. You interrupted --

23 Q. What was the -- what was the question you're
24 now finishing your answer to?

25 A. I don't know. Can you have the court reporter



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1 read it back?

2 Q. No. No, because you've already finished it.

3 A. Oh, what was your question?

4 Q. I'm asking you a new question, sir.

5 A. Well, I wasn't finished answering the other
6 one. But okay.

7 Q. Okay. So then what --

8 MS. GARCIA: Objection.

9 BY MR. SWEETAPPLE:

10 Q. What question weren't you finished answering?

11 A. I wasn't finished answering about the next
12 settlement that Inger was going to do, and I was
13 explaining that --

14 Q. I haven't finished the question about that. I
15 want to know whether or not --

16 A. Well, what was your last question?

17 Q. I asked you if you were involved in
18 negotiating that second draft that didn't involve Walter
19 Sahm with Patricia Sahm, Junior. And you said you don't
20 believe you were at that time.

21 A. Okay. That was your last question. Okay.

22 Q. Well, that's what I'm trying to follow up on.

23 A. Okay.

24 Q. Now, did -- were you aware at the time that
25 that second draft was prepared that Patricia -- that



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1 Joanna Sahm held a power of attorney from her mother?

2 A. For the second one?

3 Q. At the time the second one was being prepared,
4 were you aware of that?

5 A. She didn't. She was revoked, I believe by the
6 time the second one came to be. It might have been at
7 the first one, too. See, when Pat Sahm, Senior --

8 Q. But when do believe when do you believe the
9 power of attorney was revoked?

10 A. I can't remember the exact date but hold on.

11 Q. You would know because you were involved in
12 getting that power of attorney revocation drafted,
13 right?

14 A. No.

15 Q. And what about Mr. Hall? Wasn't he involved
16 in getting that power of attorney?

17 A. I don't know. Take his deposition.

18 MS. GARCIA: Okay.

19 BY MR. SWEETAPPLE:

20 Q. So you're -- are you --

21 MS. GARCIA: I called for --

22 THE WITNESS: On March 28th.

23 BY MR. SWEETAPPLE:

24 Q. What year?

25 A. 2023.



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1 Q. And you have -- there's a signed revocation
2 for March 28 --

3 A. Correct.

4 Q. -- 2023?

5 A. Correct.

6 MS. GARCIA: Okay. Sir, I'm sorry. I
7 apologize. We need to take a five minute break
8 because I see my client shaking and I can't have him
9 have a heart attack. So we'd like a five minute
10 break, please. Thank you.

11 MR. SWEETAPPLE: Absolutely. I've told him if
12 he wants a break to ask any time.

13 THE REPORTER: Okay. The time is 10:59 a.m.,
14 and we are off record.

15 (OFF THE RECORD)

16 THE REPORTER: The time is 11:10 a.m., and we
17 are back on record.

18 BY MR. SWEETAPPLE:

19 Q. Okay. Mr. Bernstein, the -- what -- the area
20 I'm -- the time period I'm trying to get into is before
21 the alleged March 23 revocation of the power of
22 attorney. And I want to talk about any settlement
23 agreements that Ms. Garcia was involved in negotiating
24 with Mr. Raymond, whether they contain the name Walter
25 Sahm Trust or not.



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1 So with regard to that time period, before the
2 power of attorney was allegedly revoked, were you
3 involved in any negotiations with Patricia Sahm, Junior,
4 Patricia Sahm, Senior, or anyone else, you personally,
5 regarding settling the foreclosure case?

6 A. No, I don't believe so.

7 Q. Okay. And did there come a time where you
8 became involved in any negotiations with anyone directly
9 in an attempt to settle the Patricia -- the Patricia
10 Sahm, Senior's judgment?

11 A. The settlement?

12 Q. Yes. Anytime you became involved after --
13 after -- after the dealings with Mr. Raymond --

14 A. Yeah.

15 Q. Well, let me -- let me -- let me clear --
16 clean that up. As I understand it, the attempts of Ms.
17 Garcia to settle the foreclosure case with Mr. Raymond
18 were not successful, correct?

19 A. Correct.

20 Q. And Mr. Raymond was never an attorney of
21 record in the foreclosure case, was he?

22 A. Well, he became an attorney of record really
23 in the bankruptcy case when the estate entered as
24 replacing Walter for the final judgment.

25 Q. But he never represented the -- he never



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1 represented Patricia Sahm, Senior, in the foreclosure
2 case?

3 A. You'd have to talk to him. You'd have to talk
4 to him.

5 Q. Well, I want to know what you knew. Did you
6 -- were you aware --

7 A. I don't know.

8 Q. -- were you -- did you look at the docket
9 yourself of the foreclosure case?

10 A. I did.

11 Q. Okay. And were you aware that Mr. Raymond was
12 an attorney for Patricia Sahm, Senior?

13 A. No, because you concealed first for months
14 that Walter had died. And then you failed when we filed
15 the suggestion of death to do anything with the court or
16 change the style of the case to reflect that Walter had
17 died and the interest went to Patricia wholly. Which is
18 all against all kinds of rules that I can see as a
19 layman and have reported to authorities. But --

20 Q. So did you know from looking at the docket
21 that my firm represented Patricia Sahm, Senior, in the
22 foreclosure?

23 MS. GARCIA: Objection. Calls for a legal
24 conclusion.

25 THE WITNESS: Oh, yeah.



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1 MS. GARCIA: You can answer.

2 BY MR. SWEETAPPLE:

3 Q. Did you understand that from looking at the
4 docket that my firm represented Patricia Sahm?

5 A. I did, up until the point that the power of
6 attorney revoked Joanna's powers because she was your
7 real client that you never put before the Court for
8 settlement or anything.

9 You never notified the Court that you were
10 operating, or any of the litigants, that you were
11 operating under a power of attorney for someone else. So
12 we all thought it was Patricia Sahm.

13 Q. So you weren't aware that the alleged power of
14 attorney, by the way, was allegedly revoked -- it was on
15 4-13-2023.

16 A. Yeah. There's also one earlier.

17 Q. Okay. There's one earlier than that?

18 A. I believe so. And I believe I uploaded it as
19 part of the production.

20 Q. Okay. And when do you think the date on that
21 was?

22 A. I told you. On March -- on March 28th.

23 Q. Okay. And so prior to these alleged
24 revocations of the power of attorney --

25 A. All --



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1 Q. -- did you -- did you -- did you --

2 A. No, they're factual.

3 Q. Pardon?

4 A. Those are your words, alleged.

5 Q. Okay.

6 A. Factual.

7 Q. When did you -- did you -- when you looked at
8 the docket prior to March of 2023, you understood that I
9 was the attorney of record for Patricia Sahm, right?

10 MS. GARCIA: Objection. Asked and answered for
11 the 10th time. You can answer. Can you repeat the
12 question?

13 THE WITNESS: Repeat the question, please.

14 BY MR. SWEETAPPLE:

15 Q. Prior to March of 2023 you understood that I
16 was Counsel of record in the foreclosure case for the
17 plaintiff, right?

18 A. Well, no. In March we found out that the
19 plaintiff was really Joanna, not Pat Sahm. So you had
20 been falsely representing that you represented Pat Sahm
21 after Walter's death to the court. And that you were
22 actually working with Joanna through a power of attorney
23 you claim you didn't even have. Much later you claimed
24 that.

25 Q. So you didn't know I was the attorney of



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1 record in the foreclosure case prior to this alleged --
2 prior to the first alleged revocation?

3 A. I believe that I knew that you were falsely
4 representing Patricia Sahn.

5 Q. So you concluded that --

6 A. -- and Walter.

7 Q. -- so you concluded my representation was
8 false?

9 A. I did.

10 Q. Okay.

11 A. After talking to very --

12 Q. Well, don't tell me -- don't tell me what your
13 attorneys --

14 A. Okay.

15 Q. -- don't tell me what your attorneys told you.

16 A. Okay.

17 Q. It's privileged. So then by May of 2023 did
18 Kevin Hall work with you on preparing a draft settlement
19 agreement?

20 A. No.

21 MR. SWEETAPPLE: Okay. Why don't we put up as
22 Exhibit 1 -- she's in Bates stamp --

23 (EXHIBIT 1 MARKED FOR IDENTIFICATION)

24 THE WITNESS: Oh, wait. On the second -- on
25 the second settlement, are you asking?



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1 BY MR. SWEETAPPLE:

2 Q. I'm asking -- I'm asking --

3 A. Oh, okay.

4 Q. -- I'm asking if after you claim there was a
5 valid first revocation of a power of attorney, did you
6 work with Mr. Hall to prepare a draft settlement
7 agreement?

8 MS. GARCIA: Are you putting it on the screen,
9 sir? Can you please put the document you're
10 referring to on the screen?

11 MR. SWEETAPPLE: I -- I'm asking him a
12 question. I'll tell you when I put it on the
13 screen.

14 MS. GARCIA: Oh, I thought you said you were
15 putting it. I'm sorry. That's why I was waiting
16 for --

17 MR. SWEETAPPLE: I was talking to -- I'm sorry.
18 I was talking to Ms. Miller.

19 THE WITNESS: I believe I talked to Kevin about
20 it because he was talking to Pat Sahm, Senior,
21 first. And then he brought me in to talk to Pat
22 Sahm, Senior, where we found out all kinds of stuff
23 about you and what you were up to. And that she had
24 never met you, didn't know you.

25 And so we needed -- I think what I was told was



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1 we couldn't really settle anything with Patricia
2 Sahm, Senior, BFR, or anybody until she had counsel.
3 And I believe that was the discussion, was that she
4 needed to have independent legal representation
5 because she didn't know who you were. She didn't
6 know you were representing her. She didn't know
7 Brad Schreiber was representing, so we told her to
8 get counsel.

9 BY MR. SWEETAPPLE:

10 Q. So tell me when this happened. So when did
11 you first involve Mr. Hall in meeting with Patricia
12 Sahm, Senior?

13 A. Well, I had nothing to do with that.

14 MS. GARCIA: Objection to form. Assumes facts
15 not in evidence. Go ahead. You can answer.

16 THE WITNESS: I --

17 MR. SWEETAPPLE: I'm sorry. What did you say,
18 Ms. Garcia?

19 MS. GARCIA: I said objection to form.

20 MR. SWEETAPPLE: Okay.

21 THE WITNESS: What was the question again?

22 BY MR. SWEETAPPLE:

23 Q. When -- you said that Mr. Hall contacted
24 Patricia Sahm, Senior.

25 A. Oh, and when?



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1 Q. Yeah, and when?

2 A. Okay. So it's my understanding --

3 Q. Can you give me a date? Can you give me a
4 date?

5 A. It's my -- no. It's my understanding that
6 what happened was we found out -- Kevin found out once
7 we learned that Patty, Junior, and her sister were
8 involved in some kind of criminal thing. It popped up
9 on the thing.

10 Kevin went through the records and found
11 Patty, Junior's number. He called her and began talking
12 with her, is my recollection. And then they were next
13 to each other, Patty and her mother, and she was on a
14 speaker phone, and he had a -- I don't know how long,
15 but several days he had talked to them, to Junior.

16 And finally her mother wanted to be heard
17 since she was listening all of the calls basically. And
18 she wanted to talk to Kevin, and she began conversing
19 with Kevin about what was going on with the gun. What
20 was going on with you, Schreiber. She had never heard
21 that there were settlement offers. She was appalled
22 that 18 percent interest, called it unchristian.

23 She was appalled about everything her daughter
24 was doing. She thought her daughter was stealing money.
25 She couldn't believe her daughter had taken my kids



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1 through bankruptcy. She said her husband would be
2 rolling in his grave, which he would, by the way. And
3 so Kevin started talking to her and I think we -- when
4 she wanted to settle it with us he said I can't do that.
5 You got to get a lawyer to represent you, or else it
6 will be a void type settlement.

7 And she wanted to get it done right away.
8 Like, I believe she wanted to get her power of attorney
9 out of Joanna's hand because she was appalled by what
10 Joanna -- and there's handwritten letters in the record
11 now that show she thinks Joanna is scary. That she is
12 in a satanic relationship where they practice Santeria.

13 She was scared. She was left with no money.
14 She thought she only -- that Joanna was stealing her
15 pension money. She thought she had \$200 in her bank
16 account because Joanna was concealing, both from her
17 sister and mother, that they had three and a half
18 million dollars in cash in a bank, basically. So they
19 thought they were poor and starving and that the only
20 money was going to come upon the death of Pat, Sr.
21 That's -- and so when we heard -- and none of us knew at
22 that time that there was three and a half million.

23 Nobody could figure out the motive for what
24 Joanna and you were doing concealing the proper parties
25 from the estate. But I think when you read the police

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1 report we submitted against you, you'll see clearly what
2 we believe.

3 Q. So this is what Mr. Hall told you from his
4 meetings with Patricia, Junior and Patricia, Senior?

5 A. Well, I was not in (audio cuts out) --

6 Q. Were you involved in those conversations?

7 A. Yes. And I was involved -- he -- she wanted
8 to talk to me, so they conferenced me on, and I did talk
9 to her.

10 Q. And when did these conversations take place?

11 A. I don't have it in front of me.

12 Q. And were they on the telephone?

13 A. Yeah.

14 Q. And were there any in person?

15 A. I met with her in person several times.

16 Q. So you went to her home?

17 A. Correct.

18 Q. And when's the first time you went to her
19 home?

20 A. I don't know the date exactly, but I'm -- I --
21 you've got the records log, so you know when.

22 Q. So you went to her home with Mr. Hall?

23 A. No.

24 Q. Did Mr. Hall ever go to her home?

25 A. No.



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1 Q. Okay. And so you had these conversations with
2 Patty Sahm, Senior and Patty Sahm, Junior that you've
3 described?

4 A. Correct.

5 Q. Okay. And --

6 A. Well, Patty, Junior, just so you know, on the
7 conversations, didn't want to be involved in any way,
8 shape, or form because she thought her sister would use
9 it to further frame her in the criminal gun charge,
10 where we believe also she's being framed as well. But
11 once Joanna knew we -- that her sister found out about
12 the judgment, we believe she went and instigated trouble
13 with her. And -- and her mom was actually going to be a
14 witness for Patty, Junior in the criminal case. And
15 when I said, hey, I don't know about that criminal case,
16 what happened?

17 The first thing Senior said was "If Patty,
18 Junior, didn't pull the gun on her, I would've." And I
19 said, "What?" And she goes, "Joanna came here looking
20 to start trouble, started attacking her dogs. Joanna is
21 a big bully, volleyball player type, Amazon person, and
22 Junior's a little brain-damaged, little innocent dog
23 walker who takes care of elderly people?" Yeah. That --
24 we talked about a bunch of things like that.

25 Q. So how many times -- how many times did you go



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1 meet with Patricia, Junior and Patricia Sahm, Senior?

2 A. I believe ten.

3 Q. Okay. And so --

4 A. My kids -- my kids also went.

5 Q. And you told her -- you told her that she
6 needed an attorney other than me?

7 A. If she wanted to settle. No, we said she
8 needed an attorney. And you were already out of the
9 picture because she had already revoked your -- Joanna's
10 power of attorney, and therefore you had no client at
11 that time.

12 Q. Was --

13 A. You know that. Come on.

14 Q. Was -- well, when the power of attorney was
15 revoked, I still represented Mrs. Sahm, didn't I?

16 A. No.

17 Q. Mrs. Sahm, Senior?

18 A. Yeah. No.

19 Q. Well, did she -- had she terminated me?

20 A. She never hired you. Joanna did.

21 Q. Okay. But I was counsel of record?

22 A. Yeah. You're misrepresenting to the Court.

23 Q. I had a power of attorney, you say, that was
24 revoked by a competent -- you say competent Mrs.
25 Patricia Sahm, Senior, right? You say she revoked her



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1 power of attorney?

2 A. Correct.

3 Q. And she knew -- did she know -- did she tell
4 you she knew she was still the plaintiff in a
5 foreclosure case?

6 A. She -- she -- she did not know you were
7 representing her as a plaintiff in the foreclosure.

8 Q. And didn't you tell her that?

9 A. Tell her what?

10 Q. Didn't you tell her that when she --

11 A. Oh, yeah, yeah. And she -- and she wanted to
12 remove you. And I think they sent you some letters
13 telling you get out, you've been replaced. She's hiring
14 new counsel because she didn't like anything she heard
15 about you, and she didn't know you.

16 Q. Okay.

17 A. And she -- Mr. Schreiber --

18 Q. Right.

19 A. -- who went into the bankruptcy court
20 similarly claiming that the client was Patricia, not
21 Joanna through her power of attorney.

22 Q. And you discussed with her that she needed to
23 fire me?

24 A. I didn't.

25 Q. You discussed with her she needed to get a new



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1 attorney?

2 A. I -- I don't believe I did. I believe Kevin
3 did when he said, you need an attorney, and she didn't
4 want you for sure.

5 Q. Okay.

6 A. So Kevin said, well, you got to have somebody.
7 So she said, okay, I'll go get somebody to -- to
8 represent me.

9 Q. And you and Kevin had no involvement in
10 finding that attorney?

11 A. Well, I don't know how it came to be that she
12 found Morgan Weinstein, not Amber Patwell, but she
13 found --

14 Q. How -- how -- how did she get Morgan
15 Weinstein's name?

16 A. I'm not sure.

17 Q. Did it come from Mr. Hall?

18 A. I -- you'd have to ask him.

19 Q. And Mr. Hall's a disbarred New York lawyer,
20 isn't he?

21 A. I'm not sure it's disbarment anymore. I don't
22 know how long it was for. But again, ask Kevin Hall.

23 Q. Okay. So Ms. Sahm allegedly hired Morgan
24 Weinstein?

25 A. Ms. Sahm hired Mister -- she filed a -- filled



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1 out a retainer with him.

2 Q. How do you know that?

3 A. Because there's copies of it.

4 Q. How did you get those?

5 A. I -- I don't know.

6 Q. Why do you have copies of a retainer?

7 A. I think there's -- I think they were put into
8 the Court record somewhere. Oh, in the bankruptcy case.

9 Q. They were put in the record in the bankruptcy
10 case?

11 A. Correct.

12 Q. Are you saying that Mr. Weinstein appeared as
13 counsel in the bankruptcy case?

14 A. No.

15 Q. Are you saying that there were signed
16 agreements between Mr. Weinstein and Mrs. Sahm?

17 A. Yes.

18 Q. Okay.

19 A. We uploaded that to you.

20 Q. Pardon?

21 A. It's uploaded in our evidence.

22 Q. And to your knowledge -- to your knowledge, no
23 one affiliated with the Bernstein Family Trust or the
24 Bernstein Family Realty, LLC had any involvement --
25 including Mr. Hall, had any involvement in the hiring of



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1 Morgan -- and the attempted or hiring of Morgan
2 Weinstein, is that your testimony?

3 A. You'd have to ask those people. Now it's your
4 testimony.

5 Q. So you have no knowledge about -- you have no
6 knowledge about Mr. Hall being involved or not being
7 involved with Morgan Weinstein; is that correct?

8 A. Correct.

9 Q. Okay. And you have no idea how --

10 A. I don't believe so.

11 Q. Okay. And Mr. Weinstein never appeared in the
12 foreclosure case, did he?

13 A. No. Because surreptitiously, we believe he
14 was terminated by Joanna Sahm since her mother didn't
15 ever remember terminating him. And -- and then she
16 wanted to hire him back, I know that, and tried to get
17 him back, and then he wouldn't and the -- she needed
18 another counsel.

19 Q. How do you know that?

20 A. I don't know. Through conversations with
21 people.

22 Q. What conversations? With whom?

23 A. I don't know.

24 Q. So you know about conversations between Joanna
25 Sahm and Morgan Weinstein?



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1 A. I know that there's -- was a call to -- to
2 Morgan Weinstein, that -- that was canceling -- and it
3 came from a strange number, and it wasn't on Patricia
4 Sahm, Senior's phone, from what I heard. And she didn't
5 believe she had ever made that call firing him. And I --
6 I saw some e-mails. I think it might be with Patty,
7 Junior, trying to send her mother's wish to continue him
8 representing.

9 Q. So Patty, Junior was acting as Ms. Sahm's
10 power of attorney, correct? Is that what you're telling
11 me?

12 A. No.

13 Q. Did Patty, Junior, to your knowledge, ever
14 have a power of attorney?

15 A. No.

16 Q. Okay. And who was involved in preparing any
17 revocation of power of attorney, do you know?

18 A. I wasn't so I don't know.

19 Q. You don't know? Was Mr. Hall involved?

20 A. Ask Mr. Hall.

21 Q. Okay. And so did you ever discuss with Patty
22 Sahm, Junior or Patty Sahm, Senior, the issue of hiring
23 Morgan Weinstein?

24 A. No.

25 Q. Did they ever tell you they had hired Morgan



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1 Weinstein?

2 A. Yes. I found that out that they had hired
3 him.

4 Q. They told you they had?

5 A. I had nothing -- yeah. I had nothing to do
6 with --

7 Q. So in one of your -- in one of your meetings,
8 they told you they hired Morgan Weinstein?

9 A. Correct.

10 Q. Okay. And it was --

11 A. It was a consult to talk to my attorney.

12 Q. And that was at your suggestion that they get
13 some other attorney other than me?

14 A. She didn't want to use you. Don't you get
15 that? She thought you were committing fraud on my
16 family and her and her dead husband. She was stunned
17 that Walter Sahm continued filing pleadings one minute
18 after he was dead in court.

19 Q. Who told her that?

20 A. Well, it came out, I think in their
21 conversations.

22 Q. With you?

23 A. No, with Kevin, I believe.

24 Q. Oh. So Kevin told her all these things? Kevin
25 told her --



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1 A. You -- you -- you'd have to talk to Kevin and
2 take his deposition.

3 Q. But you -- but Kevin was acting on behalf of
4 the Bernstein Family Realty, LLC, right?

5 A. No, I don't believe so. I didn't -- nobody at
6 Bernstein Family Realty authorized that. Kevin was
7 acting on his own, for his own interest and he found the
8 number for Patty, Junior in the criminal file. He
9 contacted her and started to act on his own. He talked
10 to Patty and her mother without me for, I believe,
11 several days. And then she wanted to talk to me, and I
12 got on the phone with them, and we talked about certain
13 of these things.

14 Q. So Mister -- when Mr. Hall was meeting and
15 speaking with Patricia Sahm, Junior and Patricia Sahm,
16 Senior, he was affiliated with the defendant in this
17 case, Bernstein Family Realty, LLC, wasn't he?

18 A. Correct.

19 Q. Okay. And he is the one who introduced Patty
20 Sahm, Junior to Morgan Weinstein through one of his high
21 school friends, right?

22 A. I guess if you -- that's your words, not mine.

23 Q. But you know that?

24 A. I don't.

25 Q. He told you that.



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1 A. I don't know any of that. I just told you. I
2 don't know how Morgan Weinstein came in, who he knows,
3 what he did.

4 Q. Did Mr. Hall --

5 A. I wasn't a part of that.

6 Q. Did Mr. Hall tell you he was going to find an
7 attorney for the Sahms?

8 A. No. He said she needed to find an attorney.

9 Q. And did he ever tell -- he didn't tell you he
10 was going to take care of that?

11 A. He what?

12 Q. That he was going to take care of finding her
13 attorney?

14 A. No. He never told me he was going to take
15 care of it.

16 Q. And so how do you believe Mrs. Sahm -- you
17 have no idea how Mrs. Sahm contacted Morgan Weinstein?

18 A. No, I -- I know she had contacted several
19 local attorneys. I don't know how she got to Morgan
20 Weinstein. I wasn't a part of that.

21 Q. How do you know she contacted several local
22 attorneys?

23 A. She told me, and she told me she was trying to
24 get a meeting to find counsel to settle this. She
25 wanted to get it settled. She's the one who wanted the



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1 settlement. And she definitely wasn't going to use you,
2 because she didn't know you, she had never met you. And
3 you'd been representing to a court that you were
4 representing her. You never told anybody that it was
5 Joanna who was your client, that we would've to settle
6 with Joanna. You didn't have the proper parties before
7 the court because you were propounding a fraud on the
8 court, in my view.

9 Q. And you're not a lawyer, right?

10 A. No.

11 Q. Okay. So --

12 A. But now you've had lawyers tell that story,
13 too, and they are lawyers.

14 Q. Okay.

15 A. Who are all about to expose you for all the
16 fraud. And they're lawyers, not me, which is a lot
17 better, by the way.

18 Q. All right. I --

19 A. I think in Inger's leading, she actually
20 requested the judge to report you.

21 Q. Okay. And when Mr. Hall was dealing with Ms.
22 Sahm, at any time was she in a guardianship proceeding?

23 MS. GARCIA: I'm sorry. Could you rephrase
24 that? I missed it. It cut --

25 BY MR. SWEETAPPLE:



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1 Q. At any time that Mr. Hall was communicating
2 with Ms. Sahm, Senior, was she in a guardianship
3 proceeding?

4 A. I believe later, after you were contacted by
5 the sheriff within days, you and Joanna concocted this
6 predatory guardianship, it appears, to silence the
7 witness against you who could point to you and say, I
8 never met this man. I would've never let him do this.
9 He never consulted with me. He never offered me a
10 settlement. I've never -- I didn't know that you were
11 offering settlements. She -- she didn't know any of
12 those things, because you were representing Joanna.
13 Nobody knew that. Not even the court, not the
14 litigants. Proper parties. A dead man and a woman's
15 daughter you were representing. Not the dead -- the --
16 the dead man, we know you can't represent, but you still
17 seem to think you can.

18 Q. You don't understand that I was representing
19 Joanna Sahm, Senior through a power of attorney granted
20 to Patricia Sahm. You don't understand that?

21 A. I don't know who Joanna Sahm, Senior is.

22 Q. No. Joanna -- I was representing Joanna Sahm
23 through -- I was representing Patricia Sahm, Senior
24 through a power of attorney held by Joanna Sahm. You
25 don't understand that?



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1 A. We -- we didn't know that until it was exposed
2 in bankruptcy court, which furthered the fraud you were
3 committing.

4 Q. So let's get back to --

5 A. Not only were you representing a dead person,
6 you were now representing what you're calling an
7 incapacitated person through a power of attorney that
8 you didn't disclose to any. So me and your -- how was I
9 supposed to settle with a dead man and a person who
10 wasn't before the court that was her daughter --

11 Q. So -- and that's why -- and that's why --

12 A. -- didn't -- didn't go back to me. And you --

13 Q. And that's why --

14 A. -- never notified anybody that you were
15 operating as an attorney through a power of attorney.
16 She didn't --

17 Q. And so that's why --

18 A. -- know that --

19 Q. -- and that's why -- that's why no one
20 contacted me. Even though I was Counsel of Record, no
21 one contacted me regarding this settlement in 2023, this
22 proposed settlement, correct?

23 A. I -- that -- that's your words. Again, I'm
24 not agreeing with that.

25 Q. Okay. So when -- when -- when Mr. Hall was



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1 talking to [REDACTED], Was that at any time
2 after a guardianship had been filed?

3 A. One more time, sir?

4 Q. When -- at any time that Mr. Hall was
5 communicating with Mrs. Sahm, Senior, was it after the
6 guardianship had been filed?

7 A. Yeah. I think there were conversations with
8 her after the guardianship was filed, but she wasn't
9 adjudicated incapacitated. I still don't think she has
10 been as of this day. There's been no incompetency
11 hearing where she's been adjudicated as --

12 Q. I didn't ask you that. I didn't ask you that.
13 I didn't ask you that.

14 A. Oh.

15 Q. I asked if Mr. Hall was speaking -- continuing
16 to speak to her after the guardianship proceeding was
17 filed?

18 A. I believe yeah. Again, ask Mr. Hall, but --

19 Q. And was he negotiating a settlement at that
20 time?

21 A. No, not that I know of.

22 Q. Okay. And were you -- did -- and the
23 conversations you described that Mrs. Sahm, Senior,
24 related to Mr. Hall, which of those were before the
25 guardianship was filed and which were after?



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1 A. I don't know. I -- I don't.

2 Q. And you met with her ten times, right?

3 A. I did.

4 Q. And how many times did you meet with her
5 before the guardianship was filed?

6 A. Probably most of the times.

7 Q. Well, after the guardianship was filed, did
8 you still meet with her to try to get her to sign a
9 settlement?

10 A. I have to look at my notes and figure that
11 out, but --

12 Q. Didn't you appear at her house on more than
13 one occasion before she signed the settlement agreement
14 to meet with her?

15 A. I did.

16 Q. Okay. And you had the settlement agreement in
17 your hand when you met with her, right?

18 A. I did.

19 Q. Didn't you bring the settlement agreement to
20 her at her house?

21 A. I did --

22 MS. GARCIA: Wait.

23 THE WITNESS: -- on the request of her
24 attorney.

25 MS. GARCIA: Hold on. Time out. I'm sorry.



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1 Objection to form. Time frame, please?

2 BY MR. SWEETAPPLE:

3 Q. Didn't you -- so you met with Mrs. Sahm after
4 she had been -- after the guardianship had been filed,
5 right, at her house?

6 A. Yes.

7 Q. On more than one occasion, correct?

8 A. Yeah, most likely.

9 Q. Okay. And how many times that you met with
10 her did you have a signed settlement agreement? I mean
11 a -- strike that. A written settlement proposed draft
12 with you?

13 A. Once I had a proposed draft that was signed by
14 my family, and then because of location and whatnot, I
15 believe Amber Patwell asked Junior to have me bring it
16 over for her signature after we had just got all our
17 kids to sign, and then scan it and send it to her.

18 Q. So Amber Patwell --

19 A. Had already discussed it with her. She had
20 read it several times, according to my understanding,
21 before I got there. When I got there, she went through
22 it two times. She read it, signed it. I took it over
23 to my house, scanned it, and sent it out.

24 Q. Okay. So explain to me what happened. So
25 after the guardianship was filed, you met with Patricia



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1 Sahm at her house, correct?

2 A. Correct.

3 Q. And you did -- the -- prior to the time you
4 went there, this was -- I'm now talking about prior to
5 the time you went there with a written document. Who
6 was present during those conversations with Patricia
7 Sahm, Senior? Was her daughter always there?

8 MS. GARCIA: Objection. You're -- to the form.
9 You're assuming facts not in evidence. He testified
10 previously he went there with a document one time --

11 MR. SWEETAPPLE: You're making a speaking
12 objection again, okay?

13 MS. GARCIA: You --

14 MR. SWEETAPPLE: Again, you're making a
15 speaking objection.

16 MS. GARCIA: Objection. Form, sir. Objection.
17 Form.

18 MR. SWEETAPPLE: Thank you.

19 MS. GARCIA: Facts in evidence. Go ahead.

20 MR. SWEETAPPLE: Thank you. Thank you.

21 BY MR. SWEETAPPLE:

22 Q. You've told me that you went after the
23 guardianship was filed and you spoke with Mrs. Sahm,
24 Senior, before you ever brought a proposed or signed
25 settlement agreement to her, right?



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1 A. Correct.

2 Q. Okay. Who was present at those occasions?

3 A. My son, my wife possibly once or twice, Patty,
4 Junior, who didn't want to get involved, obviously,
5 because of the situation she was in with her sister at
6 the time, and nobody. And that was it.

7 Q. Who was -- which son?

8 A. D. and Ja.

9 Q. So you went there with your wife and two of
10 your sons?

11 A. Correct.

12 Q. On how many occasions did you go there with
13 your wife and two of your sons?

14 A. I don't know the number with who. My son was
15 fixing their table because Joanna was letting the house
16 fall apart on her, wouldn't get the necessary repairs to
17 take care of her. So my son and I fixed the kitchen
18 table that was falling over on her for months, that she
19 had asked Joanna, according to her, for months to fix.

20 And then there was a shower door that was --
21 literally could have killed somebody, that was hanging
22 off the -- again, she had asked Joanna, and so my son
23 came over, helped out, fixed up a few things, and that
24 was about it.

25 Q. So while you were discussing settlement with



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1 Mrs. Sahm, Senior, you were --

2 A. I didn't discuss settlement with Ms. Sahm,
3 Senior.

4 Q. You never discussed having a settlement
5 agreement?

6 A. I -- the only thing I discussed with her was
7 the amount of money. And we based it off the 2019
8 Settlement Agreement, which is the last settlement offer
9 she'd even heard of. And we added in the three years of
10 interest at three and a half percent because all of her
11 other costs were covered in the 200,000 2019 document,
12 if you read it --

13 Q. You negotiated that with her?

14 A. I -- I -- yeah. I offered -- I said -- well,
15 what I recall was that I said, here's what it would cost
16 for interest. Three years since the 2019, that's about
17 on the \$100,000 note, 10,000. I offered her money to
18 pay her legal bills because she didn't want to pay your
19 bill because she doesn't know -- you didn't know you
20 were representing her. She was adamant she would never
21 pay your fees. Let Joanna deal with that, I believe
22 were her words. And I offered her -- so we came up with
23 -- 225 was about what would be due if she was excluding
24 your fees and the 18 percent interest, and we did it at
25 the rate that was in the note. And she wasn't going to



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1 pay the 18 because, like I told you, she thought it was
2 un-Christian, unholy.

3 And so that wasn't -- even though I offered
4 that, I then said, you know what? My kids have 200 and,
5 I think, 75,000 in the registry. "Do you want that all,
6 even though the number we're at is 225?" And she said,
7 "I don't want a penny over what's due under the note, at
8 the terms of the note." And she was appalled at
9 everything that you had done and adding fees in on her
10 behalf when she never contracted you. So I'd like to see
11 your retainer to show who really signed it. Was it Pat
12 or was it Joanna? And so you're going to have to answer
13 those questions at some point, so I'm perfectly
14 comfortable waiting for your turn. But go ahead. You
15 want to --

16 Q. So we're talking about your -- we're talking
17 about your negotiations.

18 A. Well, I really didn't negotiate the settlement
19 with her. I negotiated a price that we thought was
20 fair. She had a lawyer who she was settling with. The
21 -- the lawyer -- I didn't have conversations with Amber
22 Patwell, Inger, and Sahm. They had their own settlement
23 conversations without me and, to the best of my
24 knowledge, without Kevin.

25 Q. And so -- and you and you came up to -- with



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1 this number. What was the number you came up with to
2 settle?

3 A. 225.

4 Q. And you came up with this negotiating with her
5 in her house?

6 A. Yeah.

7 Q. And you had your children there?

8 A. I might have had D. there that day. Yeah.

9 Q. And your wife was there?

10 A. I don't know. I don't think so.

11 Q. And you had done chores to help her fix her
12 house and her furniture?

13 A. Correct.

14 Q. Okay. And how many times had you gone there,
15 or your family members gone there to do work for her?

16 A. Out of the ten, maybe seven.

17 Q. Okay.

18 A. It was a lot of work that Joanna was
19 neglecting. Telling her --

20 Q. Okay. And was --

21 A. -- have any money, by the way. That's what's
22 so scary here.

23 Q. Was Joanna -- I'm sorry. Was Patricia Sahm,
24 Junior, present for all of these -- for the negotiations
25 you described?



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1 A. No. No. Like I told you, she didn't want to
2 be around when anything was happening because she didn't
3 want her sister to frame her more than she felt she was
4 already being.

5 Q. So you were meeting with this 80-plus-year-old
6 woman who was in a guardianship?

7 A. She wasn't in a guardianship.

8 Q. Well, at some point she was in a guardianship
9 proceeding?

10 A. No. She still isn't, as far as we're
11 concerned. We'll -- that -- that's still --

12 Q. And you're --

13 A. -- pending litigation.

14 Q. As far as you're concerned, there was no
15 guardianship proceeding when you were meeting --

16 A. Now you're changing it. You said proceeding
17 first, you said in a guardianship --

18 Q. In a guardianship -- okay.

19 A. -- proceeding, but it hadn't been adjudicated
20 and it still hasn't ever been adjudicated that she's
21 incapacitated.

22 Q. So you were with this 80-plus-year-old woman
23 at her home, with your family, fixing her home and
24 negotiating a settlement, and she had no one else with
25 her?



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1 A. No.

2 MS. GARCIA: Objection to the form.

3 BY MR. SWEETAPPLE:

4 Q. Is that correct?

5 MS. GARCIA: Objection to the form.

6 THE WITNESS: Yeah, I would say that's correct.

7 I wasn't negotiating a settlement. The settlement
8 was negotiated between her competent counsel, Amber
9 Patwell, and her counsel, Inger Garcia.

10 BY MR. SWEETAPPLE:

11 Q. And was that done -- and so tell me how --
12 tell me how did Inger -- strike that. How did Ms.
13 Patwell get retained? Do you have any idea?

14 A. How did she get retained?

15 Q. Yeah. Who retained her?

16 A. Who retained her? I -- I believe Pat Sahm,
17 Sr.

18 Q. Okay. And how was she located?

19 A. I don't -- I don't know. I never knew her,
20 so --

21 Q. Do you know if Miss -- Mr. Hall had any
22 involvement in that?

23 A. Talk to Mr. Hall, but I don't think so.

24 Q. Do you know if Ms. Garcia had any involvement
25 in that?



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1 A. I definitely know she did not.

2 Q. Okay. Did you direct -- did you direct Ms.
3 Garcia to communicate with Ms. Patwell regarding a
4 settlement?

5 MS. GARCIA: Objection. That calls for
6 attorney-client privilege.

7 MR. SWEETAPPLE: No, it doesn't.

8 MS. GARCIA: You are asking him about his
9 comments and his communications with me. That
10 involves --

11 MR. SWEETAPPLE: With the purpose of
12 communicating it to a third party. Read the
13 evidence code, please. I -- we -- I already made
14 you aware of this the last time you tried this.

15 MS. GARCIA: Sir, I'm just putting my objection
16 on the record like you asked me to. You can go
17 ahead and do what you want. He can answer if he
18 wants. You said to put my objection on the record.
19 I object. That's attorney-client privilege. Go
20 ahead. You can answer.

21 THE WITNESS: What was your question?

22 MR. SWEETAPPLE: Then you follow it -- then you
23 follow it with an instruction not to answer. If you
24 want to assert the attorney-client privilege when
25 it's not founded, don't just make things --



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1 MS. GARCIA: Answer the man's questions. He's
2 having fun fishing. Go ahead.

3 THE WITNESS: Okay.

4 MR. SWEETAPPLE: I -- I'm talking to you now
5 about what --

6 THE WITNESS: I want to. I'm --

7 MS. GARCIA: Answer his questions. I'm not --

8 THE WITNESS: Wouldn't know the truth if it hit
9 him in the head.

10 MS. GARCIA: Go ahead.

11 MR. SWEETAPPLE: Mr. Bernstein, I'm trying to
12 get to the truth.

13 THE WITNESS: Oh, yeah. I know.

14 BY MR. SWEETAPPLE:

15 Q. And that -- and that's what we're here for.
16 And in doing that, I'm trying to find out what you
17 instructed your attorney to communicate to other people,
18 which is not privileged. And I'm trying to do that with
19 regard to Ms. Patwell who comes in at -- during a
20 guardianship proceeding and is allegedly representing
21 the alleged incompetent. So I want to know what you
22 know about how Ms. Patwell was located and retained.
23 What do you know?

24 A. Well, I think she might have, and I can't
25 speak with certainty, been contacted by Hillary Hogue,



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1 who is a -- she is part of the Florida Court task force
2 on guardianship abuse and elder abuse. And in this
3 case, we were -- I might have asked her to look for an
4 attorney to help Pat, Senior. And --

5 Q. Right. And you're involved in that group that
6 deals with that --

7 A. No, the task force?

8 Q. Yeah.

9 A. No. It's a state task force.

10 Q. Pardon?

11 A. It's a state task force. I'm not --

12 Q. But you communicate with them, and you go on
13 marches with them, right?

14 A. With the task force? No.

15 Q. No, with the people who are protesting
16 guardianship -- alleged guardianship abuse?

17 A. Yeah, I --

18 Q. Okay. And you e-mail with them, right, you e-
19 mailed back --

20 A. I do.

21 Q. Okay. And so you asked somebody who was in
22 that group that protests guardianship abuse to --

23 A. I might have asked everybody in the group --

24 Q. Pardon?

25 A. -- if they knew -- I might have asked



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1 everybody in the group if they knew an attorney --

2 Q. Okay. So you were -- so you were helping --
3 you were helping Patricia Sahm, Senior find an attorney?

4 A. Yeah.

5 Q. Okay. And you asked everybody in the
6 guardianship abuse group who you could get to represent
7 Patricia Sahm, Senior?

8 A. Correct.

9 Q. And who -- did anybody find such -- Ms.
10 Patwell for you? Who's the one that gave you Ms.
11 Patwell's name?

12 MS. GARCIA: Objection to the form. You're
13 assuming facts not in evidence.

14 THE WITNESS: I don't -- I don't know if they
15 gave me the name or they gave Pat Sahm, Senior the
16 name.

17 BY MR. SWEETAPPLE:

18 Q. Well, was the name -- who was this person that
19 came up with Ms. Patwell at your request?

20 A. I believe -- I believe, I don't know, Hillary
21 Hogue.

22 Q. Hillary, how do you spell the last name?

23 A. H-O-G-U-E.

24 Q. Okay. And did Ms. Hogue contact you at any
25 time letting you know that she recommended Ms. Patwell?



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1 A. Not that I recall.

2 Q. Did she e-mail you Ms. Patwell s name?

3 A. Not that I recall.

4 Q. Did you ever call Ms. Patwell at any time and
5 speak to her?

6 A. I don't believe so.

7 Q. Okay. Did anyone from -- did -- Mr. Hall talk
8 to Ms. Patwell?

9 A. I take his deposition. I don't speak for him.
10 I don't know.

11 Q. Did he ever tell you he spoke to Ms. Patwell?

12 A. I can't recall, but I don't think so.

13 Q. And so how did you learn that Ms. Patwell had
14 been hired after you recommended that someone go find an
15 attorney for Ms. Sahm, Senior?

16 A. How did I learn? I think through Patty,
17 Junior or something.

18 Q. So Patty --

19 A. -- retained an attorney.

20 MS. GARCIA: Okay. I'm sorry. His legs are
21 shaking, sir. We need a break.

22 MR. SWEETAPPLE: Okay.

23 MS. GARCIA: We'll pick up right where you left
24 off. Thank you.

25 MR. SWEETAPPLE: A five-minute break or how



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1 long do you need? You're mute. You're on muted.
2 You're muted. You're muted. I haven't heard a word
3 you said.

4 MS. GARCIA: Okay. Make it ten because I have
5 someone here with a blood pressure kit. I want to
6 test this blood pressure.

7 MR. SWEETAPPLE: Fine.

8 THE REPORTER: The time is 11:54 a.m., we are
9 off record.

10 (OFF THE RECORD)

11 BY MR. SWEETAPPLE:

12 Q. It's a document. It's --

13 A. Well, did I already put up two exhibits that I
14 wanted in the record?

15 Q. I -- I'm putting up -- I'm putting up a -- an
16 exhibit that was produced by your attorney this morning
17 or yesterday? Yesterday. It's -- do you see that?
18 It's --

19 A. Yeah.

20 Q. It says, "Subject --"

21 MS. GARCIA: Can you make it bigger? A little
22 bigger, please? Can you like zoom it out, you know
23 what I mean? A little more? Okay. I -- okay.

24 THE WITNESS: That's good.

25 MS. GARCIA: That's good. Scroll slow.



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1 BY MR. SWEETAPPLE:

2 Q. You see, it's subject, "FW: KRH Version, BFR
3 Sahm settle with Pat 5-4-23." Do you see that?

4 A. Yep.

5 Q. Okay. Do you -- are -- does this refresh your
6 recollection or are you aware that Mr. Hall sent you a
7 draft of a settlement agreement on May 4, 2023?

8 A. This is a settlement that was never used. This
9 was his -- what he thought should be in a settlement. I
10 know that the attorneys never used any of it in their
11 settlement. They -- once their attorneys were involved
12 and Amber and Inger were settling, Kevin, me, nobody
13 else had anything to do with it.

14 Q. Do you remember my question?

15 A. Yeah.

16 Q. What was it?

17 A. If I recall this settlement of Kevin's?

18 Q. Did you recall that on May 4, 2023, Mr. Hall
19 sent you the attached settlement agreement -- draft
20 settlement agreement?

21 A. Yeah.

22 Q. Okay. And you had -- you were talking with
23 Ms. Sahm at that time, right?

24 A. Yeah.

25 Q. On May 4, '23, right?



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1 A. Oh, I don't know. I -- that's your words. Not
2 mine.

3 Q. Well, there's a narrative here about a
4 settlement, so I presume --

5 A. Well, it's Mr. Hall.

6 Q. Well, Mr. Hall wouldn't -- there's a reference
7 to \$225,000. So --

8 A. Is it --

9 Q. So this must have been after you had
10 negotiated with Ms. Sahm, right?

11 A. Correct.

12 Q. Okay. So it's fair to say you were -- you
13 were -- you were negotiating with Ms. Sahm prior to May
14 4, '23?

15 A. Only on a number, not any of the terms of the
16 settlement or anything.

17 Q. Did you ever negotiate any of the other terms
18 other than the numbers?

19 A. No. None.

20 Q. Okay. So --

21 A. And none of the terms in this settlement of
22 Kevin's were ever made it into that either because once
23 there were attorneys involved, they didn't want to talk
24 to Kevin or me or anybody else. They were working with
25 their clients.



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1 Q. Okay. So look on this -- the bottom of this
2 page, it says, "You have to expect the fight, but this
3 should help minimize the fight and answers the question
4 that Attorney Morgan asked, but didn't really want to
5 hear about why this less than judgment amount is in fact
6 reasonable." So Mr. Hall told you there was going to be
7 a fight on that issue, right?

8 A. In his mind, yeah.

9 Q. And let's go through the settlement agreement
10 that you say wasn't used by the attorneys. Now, you
11 knew that I was attorney of record when this document
12 was prepared -- well, strike that. You read this draft
13 settlement agreement when it was prepared, didn't you?

14 A. I don't know if I did. I think I called
15 Inger, and she said, don't bother, we're not using it.
16 And that was about my understanding.

17 Q. So you --

18 A. -- part of the settlement like I said, I --

19 Q. So how did you testify that none of these
20 terms were used in the final agreement if you never read
21 it?

22 A. How did what?

23 Q. You testified under oath that none of the
24 terms in this draft were used in the final draft?

25 A. Because my attorney told me she didn't use any



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1 of it for the final -- for the one she did with Amber.

2 That they didn't even use it. So that's all I know.

3 Q. Oh, so you didn't ever read this?

4 A. I don't believe so.

5 Q. Okay. But you -- and you didn't participate
6 in drafting this?

7 A. Not one drop.

8 Q. Okay. And you knew from your conversations
9 with Ms. Sahm, Senior, that she prepared a letter where
10 she indicated she didn't want me representing her
11 anymore, correct?

12 A. No.

13 MS. GARCIA: I'm sorry, sir. Wait, hold on a
14 second. He's pointing to his left arm. Hold on.
15 Hold on a second.

16 THE WITNESS: Can I have the Caladryl?

17 MS. GARCIA: Okay. Go ahead.

18 THE WITNESS: Okay. We can continue.

19 BY MR. SWEETAPPLE:

20 Q. Okay. Is anyone in the room with you besides
21 your attorney?

22 MS. GARCIA: Not in this room.

23 MR. SWEETAPPLE: In the -- in --

24 MS. GARCIA: In my house? Yeah. My daughter's
25 in my house.



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1 MR. SWEETAPPLE: All right.

2 MS. GARCIA: My husband is in my house. Candy's
3 in the house, but they're not in this room right
4 now.

5 MR. SWEETAPPLE: I'm not -- I'm not -- I'm not
6 -- I'm not asking you questions, Ms. Garcia.

7 MS. GARCIA: Oh, I'm sorry. I thought you were
8 asking me. Sorry.

9 THE WITNESS: Well, I second that.

10 BY MR. SWEETAPPLE:

11 Q. Okay. So you became aware that a document was
12 typed and signed by Patricia Sahm, Senior allegedly that
13 indicated she wanted --

14 A. What document?

15 Q. -- she wanted me -- it was --

16 A. What document?

17 Q. -- it was placed into evidence in court by
18 your lawyer, or -- you mentioned that Ms. Sahm
19 wanted --

20 A. This settlement agreement that we're talking
21 about?

22 Q. No, no, I'm not talking -- no, I'm not talking
23 about the settlement agreement now.

24 A. This Kevin Hall thing?

25 MS. GARCIA: Let him finish the question.



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1 BY MR. SWEETAPPLE:

2 Q. Okay. Listen to my question, please.

3 A. Oh, okay.

4 Q. Okay. You testified earlier that there was a
5 decision that Ms. Sahm told you she wanted to terminate
6 me, and there was a document typed up where that was
7 stated, right?

8 A. I believe so.

9 Q. Okay. You were aware that was done, right?

10 A. Am I aware now? Yes. I'm not sure what I
11 knew then.

12 Q. Well, didn't she tell you she was terminating
13 me and sending out a letter or a document?

14 A. I don't believe she told me that. I think she
15 was in discussions from what I reviewed later with
16 Morgan to terminate you upon her signing him.

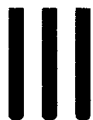
17 Q. So you thought I was terminated based on the
18 conversation with Morgan?

19 A. No. I thought you were terminated from the
20 power of attorney revocation.

21 Q. Okay. Even though I was still counsel of
22 record?

23 A. Yeah. For a party that didn't know you,
24 correct.

25 Q. Well, you -- so you're making decisions about



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1 whether I've ever talked to Ms. Sahm and whether or not
2 I was attorney, you made those decisions on your own?

3 A. No. No. Don't put words in my mouth. She
4 made those decisions --

5 Q. And so you --

6 A. -- on her own.

7 Q. Right.

8 A. And she was fully competent. She's more
9 competent than you, I --

10 Q. Okay.

11 A. And we even heard Judge Burton echo those same
12 remarks when he talked to her.

13 Q. So --

14 A. And he thought that he had mild cognitive
15 impairment, like everybody at AD does. And mild is to
16 say the least with Pat Sahm, Senior. She got a mind of
17 her own. She's an Irish woman. You don't tell her what
18 to do at all.

19 Q. Right. So based on your testimony, if she
20 wanted to have terminated me after the power of attorney
21 was revoked, she would have written me -- she could have
22 written me and she would have terminated me, right?

23 MS. GARCIA: Objection. Form. Speculation.

24 THE WITNESS: Yeah. I don't know.

25 BY MR. SWEETAPPLE:



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1 Q. Well, based on your dealing with her and your
2 description of her, she told you she wanted to terminate
3 me?

4 A. Yeah.

5 Q. And she told you she did terminate me, right?

6 A. She believed she did.

7 Q. Okay. And when is -- what's -- do you --

8 A. And by the way, she didn't terminate you. I
9 want to get that clear a little bit. Because she said
10 you never represented her. She didn't know you,
11 couldn't pick you out from a lineup, is what she said.
12 But yet she knows every other attorney in her and Walt's
13 life dating back years. The only two she'd never heard
14 of in her life were you and Brad Schreiber. So you
15 weren't representing her in her mind.

16 Q. So you listened to a woman who was in a
17 guardianship --

18 A. No. She wasn't in a guardianship.

19 Q. -- a guardianship proceeding, tell you that
20 she had never dealt with me and didn't know who I was,
21 and you relied on that?

22 MS. GARCIA: Objection to form.

23 THE WITNESS: Yes.

24 BY MR. SWEETAPPLE:

25 Q. Okay.



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1 A. Yeah. When we realized for ourselves that you
2 had already been running one scheme filing on behalf of
3 a dead man, not notifying a court that he was dead and
4 not notifying the court that you were operating and
5 running under a power of attorney, that later, you
6 claimed you didn't even have at the time. Yeah, we
7 started to put it together what you were up to. We
8 didn't know the main motive at that point. We still
9 might not, but hopefully the authorities will find out.
10 And that's all I can tell you.

11 Q. Well, while you were talking --

12 A. -- mind here, we didn't --

13 Q. -- while you were talking --

14 A. -- I didn't settle with her. She got an
15 attorney. She got an attorney to make her settlement.
16 She didn't settle with me. Her attorney and my attorney
17 settled. The settlement -- the only thing I did with
18 that settlement was bring it over to her for a signature
19 at the request of the attorneys to get it --

20 Q. And it's the veracity of that I'm examining
21 right now.

22 A. Right. I didn't settle with her.

23 Q. I -- and I -- and I -- and I -- and I think
24 what you're saying is that while in these ten meetings
25 with Ms. Sahm, she made it clear to you she was going to



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1 terminate me from -- as counsel of record, right?

2 A. And terminate Joanna. Correct.

3 Q. Okay. So do you know when the first time Ms.
4 Sahm ever wrote me and suggested that I wasn't her
5 attorney anymore?

6 A. I don't -- I believe it might have been
7 through her attorneys trying to tell you to get out
8 because you had no client anymore.

9 Q. Do you know when the first time there's any
10 writing where Ms. Sahm indicates that I'm -- I shouldn't
11 be her attorney anymore?

12 A. Yeah. She wrote a sworn statement that she
13 had notarized, that said she wanted nothing to do with
14 you, didn't know you, and all kinds of things.

15 Q. Right. And you were --

16 A. And you were part of a plot with her daughter.

17 Q. You were involved in the preparation of that,
18 right?

19 A. Not a drop.

20 Q. Oh, you didn't talk to her about that at all?

21 A. No.

22 Q. She told you about it, right?

23 A. I got a copy of it.

24 Q. And she gave you a copy of it?

25 A. I believe so.



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1 Q. Right.

2 A. Somebody did.

3 Q. Right. When did you get it? From her or from
4 her daughter?

5 A. I might have got it from a relative of theirs.

6 Q. Okay. And you wouldn't have gotten it before
7 it was signed. You got it after it was signed, right?

8 A. Yeah.

9 Q. Okay. So that document -- well, I'll show you
10 the date of that document as -- when I put it up after
11 this document. You see this document is May 4 of 2023,
12 this draft, right?

13 MS. GARCIA: Yeah. Okay. Look, he's asking
14 you a question. Look up at the screen. Sorry.

15 THE WITNESS: Okay. Hold on. I --

16 BY MR. SWEETAPPLE:

17 Q. You see the e-mail and it's a draft 5-4-23,
18 and it's attached? Just go to the next -- to the
19 document itself. Okay. So this was prepared by Mr.
20 Hall, your associate in --

21 A. No. He's not --

22 Q. -- the LLC.

23 A. He's a consultant.

24 Q. Your consultant for the LLC, right?

25 A. He -- he did this on his own.



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1 Q. This was not prepared by Ms. Patwell, right?

2 A. No.

3 Q. And it was not prepared by Ms. Garcia, right?

4 A. I believe the -- no, I don't think they -- I

5 -- I don't think they ever used it. I don't know if

6 they read it, but --

7 Q. Okay. Well, I'm going to put up the

8 settlement agreement, sir and we can --

9 A. Okay.

10 Q. -- we can -- we can all compare it.

11 A. Okay. Good.

12 Q. Just to start and you'll be able to see what's

13 in there.

14 A. Okay.

15 Q. Your testimony isn't going to trump what's in

16 the documents.

17 A. I got it.

18 Q. Okay. So on May 4th -- are you aware that May

19 4th I was still counsel of record for Ms. Sahm?

20 A. You were never counsel of record for Ms. Sahm,

21 according to Ms. Sahm.

22 Q. According to the Court file, sir --

23 A. Well, let me ask you this -- let me ask you

24 this: Who was your client, Ms. Sahm or Joanna?

25 Q. Okay. Sir --



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1 A. See, well, let's ask the question correct. You
2 were never counsel for Pat Sahm, Senior. She never
3 retained you. You --

4 Q. You -- that's because you believe that -- you
5 believe that, but the court file showed I've been
6 counsel for Mrs. Sahm for years.

7 A. No. You've -- you've even stated that you
8 were operating under Joanna Sahm's --

9 Q. A power of attorney.

10 A. Right.

11 Q. A power -- so you knew I was --

12 A. Undisclosed power of attorney.

13 Q. You knew I was counsel of record for Mrs. Sahm
14 in this case, right? On -- in May -- on May 4 when this
15 was prepared by Mister --

16 A. No. I -- I was aware that she had revoked
17 your power of attorney for Joanna, who was your client.
18 You had been misrepresenting to the court for some
19 period of time, I believe since Walt's death, and --
20 hold on one second. Okay.

21 Q. So on May 4, when this is done, you know that
22 I am counsel of record for Patricia Sahm, Senior, in the
23 foreclosure case, correct?

24 A. Yeah. And on -- and on May 1, 2023, I was
25 aware that Amber Patwell was her attorney.



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1 Q. Okay. But not in the foreclosure case?

2 A. Well, yeah.

3 Q. Amber Patwell had not filed a notice of
4 appearance in the foreclosure case.

5 A. Oh, that might have come later, but she was --
6 my understanding was she was representing her in the
7 mental health and the foreclosure.

8 Q. Assuming that Patricia Sahm, Senior, was
9 competent enough to hire Patricia -- Ms. Patwell,
10 correct?

11 MS. GARCIA: Objection. Calls --

12 THE WITNESS: No. There was no question of her
13 competency by anybody prior to your filing a
14 petition, which is not a guardianship. And she
15 still has not had an adjudicatory hearing deeming
16 her incapacitated, showing that that whole thing is
17 a big old fat fraud, too.

18 BY MR. SWEETAPPLE:

19 Q. Okay. So let's talk about fat fraud, sir.

20 A. Okay.

21 Q. This settlement agreement, are you aware the
22 first paragraph is exactly the same as what's in the one
23 that was signed?

24 A. No.

25 Q. Are you aware when it says recitals, that's



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1 exactly the same font and it's laid out the same way?

2 A. I think that's the same as was in the John
3 Raymond. So Kevin might have -- might have, and I
4 again, you need to talk to him, taken John Raymond's
5 settlement and put his comments into it. And part of
6 John Raymond's settlement might have fallen into the
7 settlement that Inger and Amber negotiated.

8 MS. GARCIA: Excuse me, Mr. Sweetapple?

9 MR. SWEETAPPLE: Uh-huh.

10 MS. GARCIA: Just to help you. So we don't sit
11 here and waste an hour and a half on this
12 settlement. Ms. Patwell and I had never considered
13 a settlement. Kevin drafted it on his own. The
14 client, your client -- former client never saw it.
15 So you are wasting your time. It was only produced
16 to you in good faith. So you can go down --

17 MR. SWEETAPPLE: Okay.

18 MS. GARCIA: -- the road you --

19 MR. SWEETAPPLE: Okay. I -- that's it.

20 MS. GARCIA: -- waste of time.

21 MR. SWEETAPPLE: Okay. Ma'am --

22 MS. GARCIA: I'm just telling you --

23 MR. SWEETAPPLE: Ma'am, I'm suspending the --

24 MS. GARCIA: You can ask your question, sir.

25 I'm just trying to help you.



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1 MR. SWEETAPPLE: I'm going to -- I'm going to
2 suspend the deposition now. I'm going to ask the
3 Court

4 MS. GARCIA: Oh, okay.

5 MR. SWEETAPPLE: -- to sanction you. I've
6 repeatedly asked you not to coach your client and to
7 tell him your testimony and your --

8 THE WITNESS: I just told you all that.

9 MR. SWEETAPPLE: -- view of the facts. I'm
10 suspending the deposition, sir.

11 MS. GARCIA: That's ridiculous, sir.

12 MR. SWEETAPPLE: And --

13 MS. GARCIA: We're here and we're ready to move
14 forward.

15 MR. SWEETAPPLE: Okay.

16 MS. GARCIA: Go ahead with your question, sir.

17 MR. SWEETAPPLE: No. I'm suspending the
18 deposition.

19 MS. GARCIA: I was just helping you, sir.

20 MR. SWEETAPPLE: I -- I'm not going to have you
21 help me by coaching a witness.

22 THE WITNESS: This is what she is trying to
23 tell you.

24 MR. SWEETAPPLE: It's unethical. All right.
25 Would you please overnight this transcript, please?



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1 I'm going to be filing an emergency motion with the
2 Court. I want to -- I want to establish facts
3 without Counsel continuing to coach and obstruct.
4 And I want responsive answers, not these long
5 diatribes. So I'm going to take this all up with
6 the judge. Thank you very much.

7 MS. GARCIA: We're here ready to continue, sir.

8 MR. SWEETAPPLE: I'm not going to continue with
9 the fact of --

10 MS. GARCIA: Okay. So my deposition is being
11 suspended too, I assume? To --

12 MR. SWEETAPPLE: No. Your deposition is going
13 to go on. And I trust you're going to have an
14 attorney with you who will make proper objections
15 and comply with the rules with regard to speaking
16 objections that you full well know, and you are
17 intentionally violating time and time again. And
18 the last violation was so blatant and so offensive
19 that I just can't even -- and I -- I'm losing my
20 patience with you. You're acting so
21 unprofessionally. Thank you very much. I'll see
22 you at 2:00 at your deposition.

23 THE REPORTER: Oh, wait. Mr. Sweetapple. So
24 would you like -- would you like that
25 electronically?



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1 MR. SWEETAPPLE: Yes.

2 THE WITNESS: (Audio cuts out.)

3 MR. SWEETAPPLE: Overnight, electronically,
4 please.

5 THE REPORTER: Okay. And --

6 MS. GARCIA: We do not waive reading. We do
7 not waive reading.

8 MR. SWEETAPPLE: There's no -- this deposition
9 is not completed. I'm suspending it.

10 MS. GARCIA: We do not waive reading at this
11 point for you to present any deposition to a court.
12 I have authority and I'm allowed to read and see it
13 before you present it or use it in any form
14 whatsoever. So we do not waive. We expect a copy.
15 Thank you -- Court Reporter.

16 THE WITNESS: And -- and I would like -- and I
17 would like to --

18 THE REPORTER: Oh, wait. One moment, Mr.
19 Bernstein. So Ms. Garcia, you would -- you want me
20 to send that to your e-mail address since you want
21 to read it?

22 MS. GARCIA: Yes. Yes. Thank you.

23 THE REPORTER: Okay. And would you like a
24 copy?

25 THE WITNESS: Yeah.



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1 MS. GARCIA: Not yet until we know the price.

2 THE WITNESS: Oh.

3 THE REPORTER: Okay. And Ms. Lewis, would you
4 like to order today?

5 MS. LEWIS: No, I don't need a separate copy.

6 Thank you.

7 THE REPORTER: Okay. Let me get us off record.

8 THE WITNESS: Oh, no. Don't go off record yet.

9 MR. SWEETAPPLE: Yeah. I'm -- I'm -- I'm --

10 THE WITNESS: Because I wanted to make --

11 (DEPOSITION CONCLUDED AT 12:29 P.M. ET)

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1 CERTIFICATE OF OATH
2

3 STATE OF FLORIDA

4 COUNTY OF ORANGE
5

6 I, the undersigned, certify that the witness in the
7 foregoing transcript personally appeared before me and
8 was duly sworn.
9

10 Identification: Produced Identification
11
12
13
14
15
16
17
18
1920 Anesia Roberts

21 ANESIA ROBERTS

22 Court Reporter, Notary Public

23 State of Florida

24 Commission Expires: 09/19/2027

25 Commission No.: HH445598



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C E R T I F I C A T E

STATE OF FLORIDA)

COUNTY OF ORANGE)

I, ANESIA ROBERTS, Court Reporter and Notary Public
for the State of Florida at Large, do hereby certify
that I was authorized to and did report the foregoing
proceeding, and that said transcript is a true record of
the said proceeding.

I FURTHER CERTIFY that I am not of counsel for,
related to, or employed by any of the parties or
attorneys involved herein, nor am I financially
interested in said action.

Submitted on: October 3, 2024.

Anesia Roberts

ANESIA ROBERTS

Court Reporter, Notary Public



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ERRATA

PAGE	LINE	CHANGE	REASON
------	------	--------	--------

I have read the entire transcript of my deposition taken in the captioned matter or the same has been read to me. I request that the following changes be entered upon the record for the reasons indicated. I have signed my name to the Errata Sheet and authorize you to attach the changes to the original transcript.

Date

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October 03, 2024

Inger Garcia, Esquire
Law Office of Inger Garcia
4839 Volunteer Road
#514
Davie, FL 33330

RE: Deposition of **Eliot Bernstein** taken on **10/2/2024**
Walter E. Sahm and Patricia Sahm v. Bernstein Family Realty LLC et.al.

Dear Ms. Garcia,

IMPORTANT NOTICE FOR DEPOSITION TRANSCRIPT READ AND SIGN

It is suggested that the review of this transcript be completed within 30 days of your receipt of this letter,
as considered reasonable under Federal Rules*.

 Attorney - Copy of Transcript Enclosed: Signature of the Deponent is required. Please have the deponent make any corrections/changes necessary on the Errata Sheet ONLY, sign name on the form where indicated. Please return ONLY the original signed Errata Sheet to our offices within 30 days from the date of this memorandum. If you have any questions, please call our offices.

 x **Attorney - No Copy Ordered:** Since you did not request a copy of the transcript, it will be necessary for the Deponent to call our offices to arrange for an appointment to read and sign the transcript of the Deposition within 30 days of this memorandum.

 Deponent: At the time of your deposition, you did not waive your right to read and sign the transcript of your testimony, therefore, attached please find a copy of the transcript and Errata Sheet. Please read the transcript, make any corrections necessary on the Errata Sheet ONLY, sign the bottom of the Errata Sheet, and return it within 30 days from the date of this memorandum. Please call our offices if you have any questions.

 Deponent: At the time of your deposition, you did not waive your right to read and sign the transcript of your testimony, therefore, it is necessary for you to come to our offices to read and sign same. Please call Milestone Reporting Company to arrange for an appointment at your earliest convenience.

 The attached executed copies of the Errata Sheet(s) are sent to you for your files. If you have any questions, please call our offices.

Thank you for your attention to this matter.

No. 345492

cc: Kathryn Lewis, Esquire
Robert Sweetapple, Esquire

Waiver:

I, Eliot Bernstein, hereby waive the reading and signing of my deposition transcript.

Deponent Signature

Date

*Federal Civil Procedure Rule 30 (e) / Florida Civil Procedure Rule 1.310 (e)

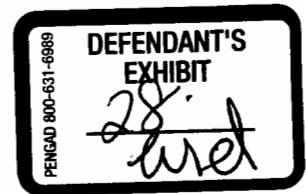
Party Dft
ID# 28 EV# 28
DATE ADMITTED: 1-28-25
18CA2317
Case No. _____
JOSEPH ABRUZZO
CLERK CIRCUIT COURT 52



109248896

50-2018-CA-002317-XXXX-MB
DEFENDANT/RESPONDENT 28

000501



IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA
PROBATE DIVISION "IZ"

CASE NO: 50-2023-GA-000245-XXXX-MB

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,
An incapacitated person.

PROCEEDING

PRESIDING: HONORABLE SAMANTHA SCHOSBERG FEUER

APPEARANCES:

ON BEHALF OF PATRICIA SAHM, JR.:

INGER GARCIA, ESQUIRE
6877 Royal Palm Beach
West Palm Beach, Florida 3412

ON BEHALF OF CHARLES J. REVARD, THE GUARDIAN:

KATHRYN N. LEWIS, ESQUIRE
631 U.S. Highway One, Suite 406
North Palm Beach, Florida 33408

Tuesday, April 23, 2024
Judge Daniel T.K. Hurley Courthouse
205 North Dixie Highway
West Palm Beach, Florida 33401

FAITH BELL, OFFICIAL TRANSCRIPTIONIST
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1 BE IT REMEMBERED that the following proceedings
2 were had in the above-entitled cause of action before the
3 HONORABLE SAMANTHA SCHOSBERG FEUER, one of the Judges of
4 the aforesaid Court, at the Daniel T.K. Hurley Courthouse,
5 205 North Dixie Highway, located in the City of West Palm
6 Beach, County of Palm Beach, State of Florida, on Tuesday,
7 April 23rd, 2024, with appearances as hereinbefore noted,
8 to-wit:

9 * * * * *

10 MS. LEWIS: -- put into this case. And just so
11 you know, Your Honor, Kevin Hall is here, watching
12 today, certainly I have no objection, he can be here
13 observing the procedure. He at one point in time had
14 asserted himself as an interested person in these
15 proceedings. Judge Burton struck his Notice of
16 Appearance and Ms. Garcia's Notice of Appearance
17 representing him. That was never appealed and nobody
18 ever filed a Motion for Reconsideration. So, again,
19 we're okay with him being here, obviously watching,
20 that it's our position, number one, that he not
21 participate and, number two, that Ms. Garcia, under
22 the (unintelligible) of representing the daughter,
23 not make any arguments that are really on behalf of
24 the Bernsteins.

25 The second person that's here today that I

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1 recognize is Dr. (Unintelligible) Navarro. I think
2 it will interest the court to know that Dr. Navarro
3 is actually a former client of my firm's. She
4 terminated my firm several years ago. This was an
5 unrelated matter and then later on in that matter she
6 hired Ms. Garcia.

7 THE COURT: Hold on a second. Ms. Navarro.
8 Ms. Navarro. Ms. Navarro, please respond.
9 Ms. Navarro. Yes, ma'am. This is a court proceeding.

10 DR. NAVARRO: (Unintelligible)

11 THE COURT: Ma'am, ma'am.

12 DR. NAVARRO: Basically --

13 THE COURT: Ma'am.

14 DR. NAVARRO: -- (unintelligible) --

15 THE COURT: Ma'am. Ms. Navarro, this is a court
16 proceeding, you're on the telephone. Ms. Navarro,
17 please, if you were in the courtroom right now we
18 would have to take your phone or escort you outside.
19 Ms. Navarro. Okay. Ms. Navarro.

20 MS. LEWIS: I apologize, Your Honor, I think
21 she's talking to you on the phone. I'm not sure, I
22 could be wrong.

23 THE COURT: How is she talking to me on the
24 phone?

25 MS. LEWIS: I'm not sure. I think that she

1 thinks that she's talking to you. But it's up to
2 you, Your Honor, it's your courtroom.

3 THE COURT: Ms. Navarro, can you hear me?

4 MALE VOICE: I think she has you on Zoom monitor
5 on her iPhone.

6 THE COURT: Ms. Navarro, we cannot hear you. We
7 cannot hear you, Ms. Navarro. So, see, it would
8 stand to reason if she could hear me, she would hear
9 me saying, we can't hear you. So, this is just for
10 the record, a frustrating experience because
11 Ms. Navarro is talking on her cell phone where she's
12 muted.

13 MS. LEWIS: Right. What I'd like to tell The
14 Court, she was a prior client of ours, she terminated
15 her prior, it was an unrelated matter. At some point
16 after terminating our firm, she hired Ms. Garcia to
17 represent her and interestingly enough, because she
18 is a client or former client of Ms. Garcia, she
19 manages to appear at multiple hearings throughout
20 this matter. In addition, there have been times
21 where either Ms. Garcia or Mr. Hall have actually
22 copied Dr. Navarro on the internal emails between the
23 lawyers relating to this case. I just want to put on
24 the record that it's my firm's belief that this is
25 some kind of a misguided attempt at intimidation and

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1 it's not going to work.

2 THE COURT: Okay.

3 MS. GARCIA: I'm sorry, Your Honor, just a brief
4 response. She's here to watch. Ms. Lewis was her
5 attorney prior to me. This has nothing to do with
6 me, she's here as a court observer and there's no
7 nefarious --

8 THE COURT: When you say she's here as a court
9 observer, you mean Ms. Navarro?

10 MS. GARCIA: Yes.

11 THE COURT: Ms. Navarro is not observing, she is
12 talking on her cell phone on mute and I find it to be
13 disrespectful to this Court and she continues to not
14 respond to me. She was able to respond to me
15 previously when she said her name. She refused to
16 unmute her line and she does not say anything to me.
17 So, as an officer of a court, ma'am, what do you
18 suggest that I do?

19 MS. LEWIS: Your Honor, it's your courtroom, you
20 do whatever you need to do.

21 THE COURT: Oh, Ms. Navarro, Ms. Navarro,
22 Ms. Navarro, can you hear me?

23 DR. NAVARRO: Are you speaking with me?

24 THE COURT: I am.

25 DR. NAVARRO: Oh, I'm so sorry.

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1 THE COURT: Who were you just on the phone with
2 for the past five minutes?

3 DR. NAVARRO: Oh, I was with a patient who's in
4 the hospital.

5 THE COURT: Oh, because I asked you multiple
6 times to respond because you are literally, this is
7 a virtual courtroom and you are on your phone while
8 we were trying to speak to you for five minutes.

9 DR. NAVARRO: I'm sorry.

10 THE COURT: You refused to put your phone down,
11 refused to respond to me. This is a courtroom,
12 okay --

13 DR. NAVARRO: (Unintelligible) --

14 THE COURT: -- much like you couldn't be in this
15 courtroom right now with your cell phone to your ear
16 speaking on a call, you cannot do that on Zoom
17 either.

18 DR. NAVARRO: Okay.

19 THE COURT: Okay. Thank you. Let's proceed with
20 the hearing.

21 MS. LEWIS: Your Honor, it sounds, I'm getting a
22 lot of feedback on my end. It sounds like someone
23 else is listening to the Zoom proceedings through
24 their cell phone and it's creating some
25 (unintelligible).

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1 THE COURT: Is anybody else --

2 MS. LEWIS: That's much better, I think somebody
3 may have just turned it off. I appreciate that.

4 THE COURT: Okay.

5 MS. LEWIS: All right. But I would ask, Your
6 Honor, that if Ms., Dr. Navarro is here simply to be
7 a court watcher that she (unintelligible) same rules
8 of everybody else that's just observing.

9 THE COURT: Okay. All right. So I'm gonna mute
10 everybody's line if they're not talking and you can
11 unmute when you need to speak if that comes to be, if
12 you're called on to speak. Okay. All right. Let's
13 go. What are we doing today with regard to the
14 Amended Petition to Pursue Supplementary Proceedings?

15 MS. LEWIS: Sure. So, Your Honor, this was a
16 Guardian Amended Petition for Authority to Pursue
17 Proceedings Supplementary. Basically, prior to the
18 inception of the guardianship there was a judgement
19 entered against the Bernsteins and in favor of the
20 ward, Patricia Sahm, in a federal bankruptcy
21 proceeding. I believe that that judgement is upward
22 to about \$40,000.00. We would like permission to
23 engage in proceedings supplementary simply to collect
24 that and to get some additional money for the ward.

25 I know that there are parties here or

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1 people who claim that they are parties who have an
2 objection to the attorney that we have chosen in this
3 case. He's still the attorney of record in the
4 foreclosure case. He has long standing institutional
5 knowledge about this matter. He has actually reduced
6 his normal rate by about \$300.00 an hour in order to
7 take this case in a cost effective manner. I know at
8 one point we found that there was a claim raised that
9 the purported settlement agreement entered into by
10 the ward during the incapacity proceedings were
11 (unintelligible) in this bankruptcy judgement. I
12 read the thing five times, I did not see that in
13 there. I'm certainly happy for somebody to point it
14 out and tell me where I'm wrong, but I don't see it
15 in there. But for those reasons we'd like to proceed
16 with this and collect on that judgement and get some
17 more money for the ward.

18 THE COURT: Okay. Ms. Garcia, what do you say?

19 MS. GARCIA: Your Honor, Judge Burton was the
20 prior judge and what I'm requesting today, and I
21 don't know if you need a written motion or ore tenus
22 is fine on behalf of Patty Sahm Junior, which is the
23 daughter, there's two daughters, her and Joanna.
24 Ms. Sahm's attorney was basically run off, Amber
25 Patwell. And they filed a motion in the foreclosure

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1 case to satisfy the judgement a year later. So this
2 debt they're trying to collect is not related
3 directly to the foreclosure case, it is with the
4 bankruptcy case. But it was part of the settlement
5 that is still active and still current and still good
6 until and if Judge Burton sets it aside.

7 So, what I would like --

8 THE COURT: It was my understanding that Judge
9 Burton's no longer on the case.

10 MS. GARCIA: I'm sorry, Judge Nutt, Judge Nutt,
11 Your Honor, I apologize.

12 THE COURT: Oh, okay.

13 MS. GARCIA: Judge Nutt in the foreclosure case,
14 the Bernstein foreclosure case. In that case
15 (unintelligible) the ward, or Ms. Sahm's attorney,
16 she terminated him and she hired two other lawyers,
17 including Ms. Patwell who is also the attorney in
18 this case. I apologize, Your Honor. So, to me, her
19 daughter firmly believes she needs a lawyer
20 appointed, Judge, either Ms. Patwell come back in or
21 we want The Court to appoint an independent lawyer
22 that has no connection to me, Mr. Sweetapple, Eileen
23 O'Malley.

24 THE COURT: If you want to do that, did you file
25 a motion to that effect about hiring an independent

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1 attorney?

2 MS. GARCIA: No, Your Honor, you set this for
3 status today, this is kind of why I wanted to talk to
4 The Court.

5 THE COURT: I thought this was status and the
6 Amended Petition, that's what --

7 MS. GARCIA: The Amended Petition, we don't think
8 it should be pursued right now because Judge Nutt,
9 the one with the jurisdiction over the foreclosure
10 case, there is a current settlement that's active and
11 good unless he sets it aside.

12 And, Judge, just so you know, an additional
13 fact that came up fairly (unintelligible), when you
14 took over this case, you also took over the case from
15 Laura Johnson, Judge Johnson, which relates to the
16 Bernsteins' funds, where the funds are sitting in
17 court registry for the settlement. And now that, now
18 you're the judge on that case also, so I'll be filing
19 motions in that case, in this case and in the
20 foreclosure case and you control all the funds in the
21 settlement. You control the ward's (unintelligible)
22 decisions for, you know, as the judge. And then
23 Judge Nutt is dealing with the foreclosure case.

24 So this is a great response and they're
25 jumping before the cart because that was settled.

1 And that is still an active settlement.

2 THE COURT: Okay. Let me -- okay. I understand.
3 You made those arguments. Let me hear what Ms. Lewis
4 has to say in response.

5 MS. LEWIS: So, once again, Your Honor, here is
6 Ms. Garcia arguing on behalf of the Bernsteins. The
7 settlement agreement that was purportedly signed by
8 the ward while she was in the middle of capacity
9 proceedings does not address, the preceding
10 supplementary does not address the bankruptcy
11 settlement. I have read it multiple times. There is
12 no mutual release in there, it is not covered so
13 there is no preclusion.

14 Moreover, Ms. Garcia mentioned something --
15 well I don't think that's really germane. Because
16 really the point of this, you know, foreclosure stays
17 in the foreclosure. And I think what you're gonna
18 hear later today is you're gonna hear people trying
19 to bring aspects of the foreclosure into the
20 guardianship case because they don't like the orders
21 that are being entered in the foreclosure
22 proceedings.

23 We have filed a motion under 744.441,
24 asking to prosecute a lawsuit and to retain a lawyer
25 to do it, that's it. There is no need to appoint

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1 independent counsel in this matter. My client -- the
2 ward has a guardian, my client, the time for
3 independent counsel has passed and we need to be able
4 to move forward with these. Frankly, every time we
5 try to take an action that benefits Ms. Sahm,
6 everybody tries to stop us because there's a negative
7 financial benefit to the Bernsteins. We would like
8 to pursue this judgement that has been entered by a
9 federal judge back in 2022.

10 THE COURT: Okay. Well, I understand your issues
11 with regard to Judge Nutt but, you know, this is done
12 routinely in cases. Mr. Hall, please mute yourself
13 because every time you unmute there's a lot of
14 feedback. Okay.

15 Anyway, this is done often when there are
16 judgements. I don't see any reason why not to, these
17 are arguments you can make in the bankruptcy court if
18 you don't feel like they, you know, should go
19 forward. But I still think that they should be able
20 to proceed supplementary so that they can obtain
21 whatever funds they believe, you know, are due to the
22 ward. I don't see why I wouldn't be able to do that.
23 So I want to grant the petition.

24 I think that's all that is set for this
25 hearing.

1 MR. HALL: Your Honor, can I be heard?

2 THE COURT: I'm sorry, what?

3 MR. HALL: I'm trying to be heard and --

4 THE COURT: Yes, I understand. You're not a
5 party to this case. You're not a party to this case
6 and --

7 MR. HALL: Well I am, Your Honor, with all due
8 respect, Your Honor, Your Honor has an email that
9 your JA has actually acknowledged where Your Honor
10 has information about fraud in this case. Your Honor
11 also has information that (unintelligible)
12 interestingly never produced and has been misled,
13 just like Judge Burton was misled by Ms. Lewis up
14 here and Mr. Kitroser filed about the background of
15 this case. And I had three motions, Your Honor is
16 directly aware of that's been asked --

17 THE COURT: Okay. Hang on one second. So, you
18 know, Judge Burton found that you're not a party to
19 this case and that --

20 MR. HALL: But Judge Burton was mandatory
21 (unintelligible), Your Honor, and I moved to timely,
22 under the (unintelligible), the rule to vacate that
23 order. That's one of the motions in the email that
24 Your Honor has the schedule. The Kitroser firm, what
25 they want to tell me is they're ready for a hearing

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1 at any time but then they won't schedule the hearing.

2 THE COURT: Okay. Well, you know what, we should
3 schedule that hearing right now but we're not gonna
4 have that today.

5 MS. LEWIS: Your Honor, the reason I have not
6 communicated with Mr. Hall about scheduling a hearing
7 is because of local rule six. And what local rule
8 six says, is that whenever a motion, I know he
9 (unintelligible) as a motion to vacate, if you look
10 at the rule of judicial administration which Mr. Hall
11 has demonstrated he's very well familiar with, and
12 (unintelligible) a Motion for Reconsideration.
13 Motions for Reconsideration get submitted to The
14 Court and then The Court decides whether or not it's
15 gonna deny it on its face or set a hearing. So I
16 don't actually have the authority to set that for a
17 hearing. That is solely within the purview of The
18 Court.

19 THE COURT: Okay. All right. So, the only -- we
20 handled the motion that's set for today, am I
21 correct?

22 MS. LEWIS: Yes, Your Honor.

23 THE COURT: Mr. Hall, we'll give you some hearing
24 time, because I was not the judge, it's a little bit
25 of a sticky situation because I was not the judge who

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1 initially heard that. So, I will review the docket
2 and I will give you some hearing time. Okay. And we
3 will have Marcia come on and give you some hearing
4 time for that, you know, for me to hear the Motion
5 for Reconsideration. It would be a different posture
6 if I was the one who heard the initial motion and
7 then I'd be able to speak more intelligently about it
8 obviously and then perhaps rule on the papers. But
9 there have been a lot of things that have gone on in
10 this case prior to my arrival on it. Okay.

11 So Marcia's gonna hop on and give you some
12 hearing time shortly, then that's all we're gonna do
13 today. Okay.

14 MS. GARCIA: Your Honor.

15 THE COURT: Yes.

16 MS. GARCIA: May I ask The Court for direction?

17 THE COURT: Yeah.

18 MS. GARCIA: Okay. Because you came on, you
19 know, after Judge Burton, we had numerous hearings in
20 front of him, I'm in the process of ordering all the
21 transcripts and I want to just be open and up front
22 with The Court to let you know that the orders that
23 are being relied on, the injunction against my
24 client, Patty Junior, the final injunction, and some
25 other orders are inconsistent with the transcripts

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1 and I am gonna be presenting that to The Court and
2 timely filing a 1.5 (unintelligible), because --

3 THE COURT: You can certainly --

4 MS. GARCIA: -- (unintelligible) I apologize,
5 Your Honor.

6 THE COURT: You can certainly file whatever you
7 need to file and, you know, I'll consider it. But,
8 as you know, I mean, when successor judges take over
9 the law doesn't dictate that we undo every single
10 order that was previously ordered. So, whatever you
11 believe is appropriate for you to file you can do so
12 and I'll consider them in due course.

13 MS. GARCIA: I just wanted The Court to know,
14 it's all in good faith, I just want The Court to have
15 the tone, have the proper information to be able to
16 make the best rulings for my client's mother.
17 Because my client is also going to be calling for a
18 wellness check because the visitations keep getting
19 cut off on the phone and there's some issues with the
20 other people who have been socializing with her.

21 So I just wanted to bring The Court up to
22 date and (unintelligible), what they're doing in the
23 foreclosure case is they're setting my deposition,
24 they're setting, able to subpoena me in my private
25 home along with former prosecutor and

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1 (unintelligible) actions being taken, The Court needs
2 to see all the things.

3 THE COURT: Okay. I understand. I understand.
4 Okay. I understand.

5 MR. BERNSTEIN: Your Honor, Mr. Bernstein, can I
6 be heard for a moment?

7 THE COURT: No.

8 MS. LEWIS: Your Honor, we object, he was not --

9 MR. BERNSTEIN: (Unintelligible) --

10 THE COURT: Sir, hold on one second, okay,
11 please.

12 MR. BERNSTEIN: Okay.

13 THE COURT: I just -- we handled the motion that
14 was set for today. We're gonna get some hearing time
15 as I previously stated. We don't have time for
16 everybody to speak today. I understand you want to
17 be here and that's fine. And it seems like a lot of
18 people want to speak on this case and we have to do
19 everything in an orderly fashion. So let me get
20 Marcia here to get some hearing time. Okay. Okay.

21 MR. HALL: Your Honor, if I can just clarify --

22 THE COURT: Mr. Hall, Mr. Hall. Let me just get
23 Marcia on to get some hearing time which is what you
24 want. Okay.

25 MR. HALL: (Unintelligible).

1 THE COURT: Marcia, please, if you can.

2 JUDGE'S ASSISTANT: Judge, can you hear me?

3 THE COURT: Oh, yes.

4 JUDGE'S ASSISTANT: How much time are we looking
5 for?

6 THE COURT: An hour.

7 JUDGE'S ASSISTANT: Okay. I have May 13th at
8 10:00 a.m.

9 MS. LEWIS: I can do that time.

10 MS. GARCIA: That's fine, Your Honor.

11 MR. HALL: Can we clarify what orders or motions
12 are going to be heard that day?

13 THE COURT: You said you had a Motion for
14 Reconsideration and a Motion to Vacate, those are the
15 two things that are being heard.

16 MR. HALL: Great. (Unintelligible), that's what
17 I was just trying to do, if you'd just clarify, Your
18 Honor, because one of the motions is to vacate the
19 authority for the Kitroser firm for Charlie Revard to
20 hire Mr. Sweetapple in the first instance which is
21 why I suggested this is inappropriate for UMC in the
22 first place and uploaded the exhibits
23 (unintelligible) --

24 THE COURT: Well I think what we -- I understand
25 that. But I think what we need to hear is the Motion

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1 to Reconsider and the Motion to Vacate regarding your
2 being a party or not being a party or be able to
3 participate in these hearings.

4 MS. LEWIS: Yeah, I think that would be the
5 threshold issue, Your Honor.

6 THE COURT: That is the threshold issue before we
7 can go forward on any other issues, okay. We have to
8 determine whether or not legally you're a party to
9 this case.

10 MS. LEWIS: I also want to express my concern,
11 Your Honor, that this is going to, that -- no, I
12 don't want to say it's going to evolve, I'm fairly
13 confident that some of the other alleged interested
14 persons in this matter are going to attempt to use
15 this one hour hearing to fight the foreclosure. And
16 I'm concerned that there's going to be attempts to
17 take us beyond the very narrow issue of Mr. Hall as
18 an interested person and we're gonna get into these
19 issues about, we keep hearing fraud, fraud, fraud,
20 fraud, fraud. So is this going to be an evidentiary
21 hearing or is this going to be simply pure argument?

22 THE COURT: I don't believe this is going to be
23 an evidentiary hearing, I think it's going to be pure
24 argument. I will streamline as much as possible to
25 hear the Motion for Reconsideration and the Motion to

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1 Vacate and it will be legal argument, I think, is
2 what we will be doing. I don't think it calls for an
3 evidentiary hearing.

4 MR. HALL: I will suggest that there may be a
5 need for an evidentiary hearing potentially. Can we
6 at least look for a date for that?

7 THE COURT: We're not gonna do that yet. First
8 we're gonna have this hearing, okay, to determine
9 whether or not you're even able to participate.
10 Okay. I'm gonna get ready for my 11:00 o'clock now.
11 Yes, Ms. Garcia.

12 MS. GARCIA: Sorry, Your Honor. As far as the
13 motion that the daughter wants to file to appoint an
14 attorney for the mom, did you want to set that on the
15 motion calendar?

16 THE COURT: No, I don't think this case should
17 ever be set at UMC, there's too many parties, too
18 many things going on. You can coordinate with Marcia
19 if you can't find special set time online.

20 MS. GARCIA: Okay. Thank you, Your Honor.

21 MR. HALL: And what was that date she gave, the
22 13th at what time, is it the 13th at 10:00?

23 JUDGE'S ASSISTANT: May 13th at 10:00 a.m.

24 MS. LEWIS: I'll go ahead and prepare an order on
25 that.

1 JUDGE'S ASSISTANT: Thank you, Attorney Lewis.

2 MS. LEWIS: Thank you. All right. And then I
3 will go ahead and prepare an order for the Petition
4 for Authority to Pursue the Proceedings of Monetary,
5 as well.

6 THE COURT: Correct. Okay, everybody, thank you
7 so much. Have a good day. Be safe.

8 MS. GARCIA: Thank you, Your Honor.

9 (Thereupon, the court proceedings are in
10 recess.)
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C E R T I F I C A T E

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, FAITH BELL, C.E.T., being an Official Transcriptionist of electronically recorded proceedings in the Fifteenth Judicial Circuit, as authorized by Administrative Order 2.503-2/23, do hereby certify that I was authorized to and did transcribe the foregoing proceedings before the Court at the time and place aforesaid, and the preceding pages, numbered from one through twenty one, inclusive, represent a true and accurate transcription of the Fifteenth Judicial Circuit Court Reporting Services electronically recorded proceedings which took place on the 23rd day of April, 2024.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.



FAITH BELL, C.E.T.
Certified Electronic Transcriber
Fifteenth Judicial Circuit

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA
PROBATE DIVISION "IZ"

CASE NO: 50-2023-GA-000245-XXXX-MB

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,
An incapacitated person.

PROCEEDING

PRESIDING: HONORABLE CHARLES BURTON

Thursday, November 30, 2023
South County Courthouse
200 South Atlantic Avenue
Delray Beach, Florida 33444
Beginning at 10:46 o'clock, a.m.

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APPEARANCES:

ON BEHALF OF PATRICIA A. SAHM, THE WARD:

AMBER PATWELL, ESQUIRE
136 4th Street North
Suite 201, Office 356
St. Petersburg, Florida 33701

ON BEHALF OF PATRICIA SAHM, JR.:

INGER GARCIA, ESQUIRE
6877 Royal Palm Beach
West Palm Beach, Florida 3412

ON BEHALF OF CHARLES J. REVARD, THE GUARDIAN:

CLARA CRABTREE CIADELLA, ESQUIRE
631 U.S. Highway One, Suite 406
North Palm Beach, Florida 33408

ON BEHALF OF JOANNA SAHM:

EILEEN T. O'MALLEY, ESQUIRE
360 S. Rosemary Avenue
Suite 1410
West Palm Beach, Florida 33401

1 BE IT REMEMBERED that the following proceedings
2 were had in the above-entitled cause of action before the
3 HONORABLE CHARLES BURTON, one of the Judges of the
4 aforesaid Court, at the South County Courthouse, 200 West
5 Atlantic Avenue, located in the City of Delray Beach,
6 County of Palm Beach, State of Florida, on Thursday,
7 November 30th, 2023, with appearances as hereinbefore
8 noted, to-wit:

9 * * * * *

10 THE COURT: All right. So, good morning, who is
11 on the cell phone, 561-385-6390?

12 MR. (UNINTELLIGIBLE): Donald (unintelligible).

13 THE COURT: Okay. Well you need to mute, sir.
14 Okay. If you're not a lawyer and you're not talking,
15 please mute. That would be Kevin Hall, for example.
16 Okay. Mr. Hall is muted. Who is not muted?

17 MALE VOICE: I muted, do you want me muted?

18 THE COURT: I don't know who's talking. Yeah,
19 mute if you would for now.

20 MALE VOICE: Okay. Thank you, Your Honor.

21 THE COURT: All right. We got too much
22 background noise.

23 THE COURT: All right. Ms. Ciadella.

24 MS. CIADELLA: Good morning, Your Honor.

25 THE COURT: Good morning. I'm choking here in the

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1 courtroom but that's okay, you guys didn't want to --
2 no, I'm only kidding.

3 MS. CIADELLA: Your Honor, I --

4 THE COURT: It's all right, don't worry about it.

5 MS. CIADELLA: As you may know, I am pregnant
6 and (unintelligible) --

7 THE COURT: I know, I understand that, don't
8 worry about it.

9 MS. CIADELLA: -- suspect the unborn child to
10 that.

11 THE COURT: You didn't want to grow another baby
12 on your forehead or something, that's okay.

13 MS. CIADELLA: Exactly.

14 THE COURT: It's all safe, but that's all right,
15 don't worry about it. Anyway, go ahead, your motion.

16 MS. CIADELLA: Yes, Your Honor, thank you. So,
17 as you know, we represent the guardian, Charles
18 Revard. We are here on what are basically two
19 identical Motions to Strike. We have Motions to
20 Strike the Notice of Appearance that was filed by
21 Ms. Inger Garcia on behalf of the Bernstein Family
22 Trust and various Bernstein family members who are
23 unidentified by her notice. Also, the Motion to
24 Strike the Notice of Appearance filed by Mr. Kevin
25 Hall. He allegedly is the manager of the Bernstein

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1 Family Realty company but he says other, and other
2 pleadings in this case that he's appearing in his
3 individual capacity and not on behalf of BFR.
4 Generally speaking, these various Bernstein parties
5 are defendants in a foreclosure action that the ward
6 actually successfully prosecuted prior to these
7 incapacity proceedings being initiated and the
8 guardian being appointed.

9 These various Bernstein parties are not the
10 ward's next of kin, they are not the heirs of the
11 ward's estate and they bear no affiliation to the
12 guardian or the trustee in this case.

13 In our opinion these are parties who are
14 adverse to the ward in that foreclosure proceeding
15 that I mentioned. They are parties whose conduct in
16 procuring the settlement agreement in the foreclosure
17 action that the ward had already won when she signed
18 the settlement agreement and which resolved that
19 foreclosure proceeding basically for fifty cents on
20 the dollar. That conduct is giving rise to an
21 investigation that the guardian is currently
22 conducting into that settlement agreement, gave rise
23 to the (unintelligible) petition that was filed in
24 this case.

25 And further, Patty Junior, you may recall

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1 at the injunction proceeding actually testified that
2 the Bernsteins were involved in getting the ward to
3 revoke a power of attorney document that she had.

4 So what they've done in this case is basically
5 injected themselves into this proceeding in an effort
6 to force that settlement agreement through.

7 They have obstructed the guardian's
8 investigation into the circumstances surrounding that
9 settlement agreement and they have gone so far as to
10 bully my office into trying to accept that settlement
11 agreement. So, you know, as recently as this week,
12 we received an email from Mr. Hall that copied former
13 disgruntled clients of ours and basically said, you
14 know, accept this settlement agreement or else. And
15 meanwhile, Ms. Garcia has said that she has documents
16 regarding the settlement agreement in the foreclosure
17 action but she's failed to produce those documents to
18 us despite being under court order to do so.

19 So, the case that I'm going to rely on
20 today is the *Hayes v. the Guardianship of Thompson*
21 case, that's basically the seminal case on standing
22 in guardianships. And I think importantly it tells
23 us that The Court has to essentially find a balance
24 between a showing that guardianship proceedings like
25 this are carefully scrutinized but also ensuring that

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1 petitions that are filed are not subject to endless
2 challenges by people who have no other interest than
3 their own self interest. Because really this
4 proceeding is about the ward.

5 It also lays out a procedure for
6 determining who has standard to participate. It
7 tells us to what could be applicable statutes and
8 rules. Tells us to look at whether a proper request
9 for notice and copies of (unintelligible) has been
10 filed and whether that party who's asserting an
11 interest actually has an interest in the outcome of
12 the proceeding.

13 In this case we don't believe that any of
14 the Bernstein parties meet that criteria. We don't
15 think that they're entitled to notice under the
16 rules. We don't think that the notices of appearance
17 that are filed here comport with the (unintelligible)
18 rule as required. And we don't think that their
19 interests are affected by this guardianship
20 proceeding. If they have any right to participate in
21 any proceeding, it's the foreclosure proceeding, not
22 this one. And we don't think that allowing as a
23 general proposition defendants in another case to
24 come into this guardianship proceeding would set a
25 good precedent or serve any purpose other than

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1 generating attorney's fees for all of us involved.
2 So, we're asking that their Notices of Appearance be
3 stricken and that they be prevented from
4 participating in these proceedings.

5 THE COURT: All right. So, Ms. Ciadella, quick
6 question then I'll hear from Ms. Garcia and Mr. Hall.
7 So there was a foreclosure action, the ward, before
8 she became a ward prevailed in that action, and then
9 there was a settlement agreement executed or there
10 wasn't?

11 MS. CIADELLA: The ward allegedly signed a
12 settlement agreement after the Final Judgement
13 (unintelligible) --

14 THE COURT: And that's based on the action in the
15 foreclosure case?

16 MS. CIADELLA: That's right.

17 THE COURT: And then she became incapacitated and
18 now we're here in the guardianship?

19 MS. CIADELLA: Yes. And I think an important
20 fact for Your Honor to know is that the examining
21 committee member reports had already been issued,
22 found she did not have a right to contract at the
23 time that she signed that settlement agreement.

24 THE COURT: Okay. But regardless, it seems to
25 me, for the Bernsteins' interest or Mr. Hall's

1 interest and the 1,400 other people we seem to
2 attract every time there's a hearing in this case,
3 which is really getting on my nerves because they may
4 all mean well but it's really not helping the
5 situation and all it is is generating, again, more
6 fees and everything else.

7 But aside from that, if they believe they
8 want to enforce this agreement, I mean, they have a
9 right to add the guardian as a party in that civil
10 case, the foreclosure, and file a motion to enforce
11 the settlement agreement that's in front of the civil
12 judge. It's got nothing to do with the guardianship
13 action. And so, that's why I'm a little confused
14 about why it's here. But let me hear from -- I mean,
15 do you agree with that, or?

16 MS. CIADELLA: Yes, Your Honor, absolutely. And
17 the guardian has actually already been substituted
18 into that case.

19 THE COURT: Right. So, you know, file a motion
20 in that case, go before the civil judge, say we want
21 our agreement enforced and, you know, duke it out in
22 the civil case. It's got nothing to do with the
23 guardianship action. And that way they can each pay
24 their own fees and we don't have to keep tapping into
25 the ward's money which is what's happening in this

1 case by these unnecessary hearings. But, anyway,
2 Ms. Garcia, let me hear from you. Doesn't that sound
3 like the appropriate forum?

4 MS. GARCIA: No, Your Honor.

5 THE COURT: No, it doesn't. Okay. Why not?

6 MS. GARCIA: I'll explain why.

7 THE COURT: Okay.

8 MS. GARCIA: Okay. So, this guardianship case
9 was filed basically after -- I represent also Patty
10 Junior, Your Honor, by the way, so I'm gonna assume
11 first, if I can clarify, that you're not moving to
12 strike me as Patty Junior's notice because I can't
13 have them use this to have the clerk strike me and
14 then I don't get notice for Patty who's in the middle
15 of an injunction and she's an heir and she's the
16 daughter.

17 THE COURT: Well I assume you have a right to
18 appear on behalf of Patty Junior, I would think.

19 MS. GARCIA: Okay. I wanted to clarify that
20 before I --

21 THE COURT: Do you agree with that, Ms. Ciadella,
22 before we go further?

23 MS. CIADELLA: Yes, Your Honor, we're only trying
24 to strike the notice and appearance as it relates to
25 the various Bernstein parties.

1 THE COURT: Right. Okay.

2 MS. GARCIA: Okay. So as to that, Your Honor, my
3 understanding is the way this has to be dealt with is
4 it's almost like a three step process. The first step
5 is you have to determine first of all, under -- and
6 I'm citing from their motion, under 744.10214, if
7 they're not the next of kin, which we know they're
8 not, we never said they were. And then under
9 744.441, they cited they have authority to act. And
10 under 731.201 section twenty three, that defines what
11 an interested party is.

12 THE COURT: And they don't qualify.

13 MS. GARCIA: Well they do, Your Honor, and let me
14 explain why.

15 THE COURT: Uh-huh.

16 MS. GARCIA: You had -- we attended a hearing
17 about a month ago for Pat, I was there for Patty
18 Junior and it was about the settlement. And the
19 whole issue in this case is they're trying to get rid
20 of Amber Patwell who's also the guardian's, I mean,
21 the ward's attorney, claiming that she did something
22 nefarious with this settlement agreement, apparently.

23 THE COURT: Okay.

24 MS. GARCIA: And in the last hearing you spent a
25 lot of time informing us that the current guardian

1 needs to really look at the settlement. You ordered
2 us to mediation. So I'm interested because I
3 voluntarily offered to give certain settlement
4 documents and you ordered us all to mediation. So
5 how could we not be an interested party at least in
6 relation to that part of this case? I understand if
7 these two clients, if the Bernsteins and Mr. Hall
8 don't have a right to an accounting and don't have a
9 right to certain documents.

10 THE COURT: They don't have a right to anything.
11 And you know what, I'm sick of spending the ward's
12 money on this nonsense. You got a civil lawsuit,
13 your clients lost. Go enforce your settlement
14 agreement in the civil court. Why should I keep
15 spending the ward's money fighting for the
16 Bernsteins, whoever the hell they are. Okay. This
17 is outrageous.

18 MS. GARCIA: You ordered us to go to mediation.

19 THE COURT: Well I'm not ordering it, I'm gonna
20 vacate it. Okay. Go to the civil court where this
21 belongs. Okay. How much money have I spent from the
22 ward who you guys so, you know, everybody's so
23 interested in the ward. Keep wasting time on these
24 ridiculous hearings to enforce a foreclosure
25 settlement on an incapacitated ward.

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1 So, I'll tell you what, the motion's
2 granted, okay. Bernsteins can go to civil court,
3 enforce any settlement you want, okay. I'm gonna
4 instruct the clerk to, Ms. Garcia is here only
5 representing Patty Junior. The Bernsteins are not
6 entitled to any notice of guardianship proceedings
7 and they're out.

8 MS. GARCIA: And you're vacating the order --

9 THE COURT: And I'm vacating the order ordering
10 mediation and go deal with it in front of the civil
11 judge.

12 MS. GARCIA: Okay. So I'm gonna -- so then the
13 order that ordered me to give settlement documents so
14 we could mediate and discuss it, you vacate that
15 order?

16 MR. HALL: (Unintelligible) --

17 MS. GARCIA: Okay. I'm fine with that, Your
18 Honor.

19 THE COURT: Okay.

20 MR. HALL: Your Honor, if I may be heard?

21 THE COURT: Hold on, Mr. Hall, I'm gonna get to
22 you because you're a very important figure in this
23 case.

24 MR. HALL: Absolutely, Your Honor.

25 THE COURT: You're such an interested party in

1 the ward, that's why you're here.

2 MR. HALL: That is correct, Your Honor.

3 THE COURT: Right. Okay. So hold on.

4 Ms. Garcia, as far as I'm concerned, I'm vacating
5 anything to do with any order I made regarding
6 mediate -- go to the civil judge. Okay.

7 MS. GARCIA: Okay, Your Honor.

8 THE COURT: So I'll vacate all those orders. You
9 don't have to produce anything, you don't have to do
10 anything. Poof, you're gone, as far as the
11 Bernsteins. They go to the civil judge. All right.

12 Now let's hear why Mr. Hall thinks he's
13 entitled to be here.

14 MR. HALL: Your Honor, first of all, once again,
15 the attorney for the Kitroser firm has misled this
16 Court failing to tell this Court that before it filed
17 its Motion to Strike, they actually sought my consent
18 under false pretenses to get the very stipulation
19 that has put Pat Sahm as a ward. It hasn't been done
20 as part of a fact finding hearing.

21 THE COURT: Mr. Hall, are you related to
22 Ms. Sahm?

23 MR. HALL: No, I'm not.

24 THE COURT: Are you a family member?

25 MR. HALL: No, I am not.

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1 THE COURT: Have you -- why are you here?

2 MR. HALL: Two reasons, as I've said repeatedly,
3 I'm a manager of BFR, that has a direct interest
4 in --

5 THE COURT: And what is BFR, please?

6 MR. HALL: Bernstein Family Realty.

7 THE COURT: Right. Where they lost a civil
8 lawsuit in foreclosure.

9 MR. HALL: Well, (unintelligible) Your Honor's
10 mislead, with all due respect --

11 THE COURT: Okay. So they won the lawsuit but
12 they want to settle anyway?

13 MR. HALL: Well, no, no. The real question is --

14 THE COURT: They won the lawsuit but they want to
15 pay the ward fifty cents on the dollar anyway because
16 they're very good natured.

17 MR. HALL: Well do you want to hear about
18 (unintelligible) --

19 THE COURT: Well did they lose the lawsuit or
20 not? Don't give me the BS.

21 MR. HALL: There's no BS here, Your Honor. It's
22 called facts and it's called fraud and Your Honor's
23 already been notified --

24 THE COURT: Okay.

25 MR. HALL: -- that Your Honor's court is now

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1 actually kind of like the instrument of fraud.

2 THE COURT: Right. Thank you very much.

3 Mr. Hall, I grant the motion.

4 MR. HALL: Your Honor, noticed that --

5 THE COURT: You have no interest in this case.

6 MR. HALL -- (unintelligible). The Fourth DCA,
7 Your Honor, has made it reversible error that you
8 should know this, that you cannot do this without an
9 evidentiary hearing.

10 THE COURT: Okay. Thank you.

11 MR. HALL: You're participating in fraud, Your
12 Honor, and you want to try to tase me, we'll go from
13 that, too.

14 THE COURT: I want to try and what?

15 MR. HALL: Yeah, you don't -- I guess you forget
16 the part where you threatened to tase me in one of
17 the first proceedings.

18 THE COURT: Oh, my God.

19 MR. HALL: I didn't forget that, Your Honor.

20 THE COURT: Okay.

21 MR. HALL: And so Your Honor's actually
22 disregarding, you're knowingly disregarding facts of
23 fraud that have been presented --

24 THE COURT: All right. Anyway. So,

25 Ms. Ciadella, you can circulate orders. If Mr. Hall

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1 has a problem with The Court's order, he certainly
2 has a right to go to the Fourth District Court of
3 Appeal and explain to them how he has any interest in
4 this guardianship proceeding. And this is really
5 outrageous, okay. It's outrageous conduct by --
6 Mr. Walzer, are you on this one for some reason?

7 MS. CIADELLA: I don't know who that is, Your
8 Honor.

9 THE COURT: Thomas Walzer, is he on this case?
10 I don't know. Or is he on the next case?

11 MR. WALZER: Good morning, Your Honor. I have no
12 idea why I'm on this. I don't even know what these
13 people, who started (unintelligible) --

14 THE COURT: I don't know why you're on it either.
15 I don't even know why you're here but you are excused
16 as far as I'm concerned unless somebody told you to
17 be here.

18 MR. WALZER: Right now it's sort of a, I'm a
19 spectator to an event. I will get off.

20 THE COURT: All right. Thank you. And who is
21 this 561-30 -- I don't even know who that person is.
22 These people just show up on this case. It's
23 ridiculous.

24 MS. CIADELLA: Agreed, Your Honor.

25 THE COURT: All right. Listen, here's the deal,

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1 this is a guardianship case where a ward has been
2 found to be incapacitated. She has a guardian --

3 MS. CIADELLA: Is incapacitated.

4 THE COURT: Is incapacitated. She has a
5 guardian. I am sick of having hearings on this.
6 Anybody who is not an interested party in this
7 guardianship sets another hearing, requests a
8 hearing, I'm gonna sanction them. Okay. This is
9 costing the ward money every time we get together for
10 these ridiculous proceedings. I don't even know who
11 the hell these Bernsteins, it's like they're the --
12 I don't know who the hell they are. Go to civil
13 court, enforce your settlement agreement. It doesn't
14 belong in a guardianship court. None of you belong
15 in a guardianship court.

16 MR. HALL: Did Your Honor read the actual
17 petition for incapacitate --

18 THE COURT: Did you hear my ruling, sir?

19 MR. HALL: I did (unintelligible) --

20 THE COURT: Then go appeal me and otherwise
21 please be respectful --

22 MR. HALL: I would actually move to disqualify
23 you, Your Honor.

24 THE COURT: Okay. That's great.

25 MR. HALL: You don't want to actually have a due

1 process hearing --

2 THE COURT: All right. He's done. Thank you
3 very much. I'll look forward to the order,
4 Ms. Ciadella.

5 MS. CIADELLA: Your Honor, can I clarify one
6 point on your directing that we go to the civil
7 proceeding, there is an order in place that directs
8 Ms. Garcia to turn over certain documents and then we
9 were supposed to meet and confer. Do you want us --

10 THE COURT: Well you're not gonna meet and
11 confer. You can do it in the civil court.

12 MS. CIADELLA: Okay. I just wanted to clarify.

13 THE COURT: And she doesn't have to turn over
14 anything. Go to the civil judge, go deal with the
15 foreclosure, go deal with the settlement.

16 MS. CIADELLA: Okay.

17 MS. GARCIA: Yeah, Your Honor, and I already did
18 serve that -- I already did serve them in that case,
19 my Notice of Filing.

20 THE COURT: Okay. Great. Very good. I'm very
21 happy. All right. I'll look forward to the order,
22 Ms. Ciadella. I'm assuming there may not be agreement
23 on the wording so if there isn't just submit it and
24 I'll go through it and we'll go from there. Okay.

25 MS. CIADELLA: Will do, Your Honor.

1 MS. GARCIA: And, Your Honor, and Ms. Patwell,
2 just so you know, the attorney for the ward
3 apologizes for not being here, this was set without
4 her calendar as usual.

5 THE COURT: Listen, you know what, that would
6 have just created more fees and wasted money for the
7 ward which is another story.

8 MS. GARCIA: I understand. I mean, the whole
9 issue here is the settlement and --

10 THE COURT: I don't understand. I need to ask
11 somebody, like, let me ask Ali Careno, court
12 observer.

13 MS. CARENO: Yes.

14 THE COURT: How is it people get to pop in on a
15 Zoom -- that's why I wanted everything in person. I
16 mean, I did this for Ms. Ciadella because she's
17 pregnant, I get it. But I don't understand, court --
18 the guardianships are closed proceedings. I don't
19 understand all these court watchers popping in.

20 MS. CARENO: We're advocates for guardianship
21 reform, so.

22 THE COURT: So, okay, that's great. Have you got
23 consent of the guardian to be snooping in to --

24 MS. CARENO: I'm not snooping.

25 THE COURT: Well you know what I'm saying, I

1 mean, it's a private proceeding so all these people
2 pop in and, oh, well, I'm an advocate for this, I'm
3 an advocate for that, well maybe the guardian doesn't
4 want anybody to know the ward's business.

5 MS. CARENO: Doesn't justice require
6 transparency?

7 THE COURT: Well, go to juvenile court, see if
8 you get invited in there when they do dependency
9 cases. Okay.

10 MS. CARENO: Well I don't know what the problem
11 is, I'm not doing anything wrong.

12 THE COURT: I'm not saying you are, I just, I'm
13 really asking, I don't understand where all these
14 people come in on this case.

15 MS. CARENO: I explained it to you as briefly as
16 I could.

17 THE COURT: All right. Anyway. Anyway, this
18 case is very frustrating to me and I can't tell you
19 how many of these hearings with the Bernstein family,
20 like, I don't know who the hell these people are.
21 It's like they get special privileges to run through
22 every court proceeding in the docket. And so,
23 listen, I've entered my order, good luck, do what you
24 all need to do and I'd like to focus on the
25 guardianship of Ms. Sahm in the future, that's really

1 what needs to be done here.

2 MS. CIADELLA: Thank you, Your Honor.

3 THE COURT: Wasting her, what assets she needs
4 for her care and treatment on this nonsense is just
5 getting outrageous.

6 MS. GARCIA: The next hearing, Your Honor, just
7 so you know, and it's nothing to do with this
8 hearing, they have another motion now pending to get
9 rid of Ms. Patwell, the attorney for the ward. Based
10 on her -- let me just clarify, I'm sorry, I just want
11 to explain why it's relevant.

12 THE COURT: To get rid of?

13 MS. GARCIA: Yeah, they want to terminate
14 Ms. Patwell because she entered into the settlement.
15 So the Bernsteins will have to testify at those
16 hearings if they do attack Ms. Patwell. So, they will
17 be interested in that, in the point of supporting the
18 ward.

19 MS. CIADELLA: We don't agree, Your Honor. But
20 we're not at that point yet. We are deposing
21 Mrs. Patwell who basically deferred ruling on our
22 petition to remove her as counsel for the ward.

23 THE COURT: I mean, can I ask you a question. So,
24 it's my understanding that Mr., the guardian, your
25 client --

1 MS. CIADELLA: Yes.

2 THE COURT: -- is what, plenary guardian?

3 MS. CIADELLA: No, he is a limited guardian, the
4 ward has the right to socialize and (unintelligible).

5 THE COURT: Okay. So limited guardian of person
6 and property?

7 MS. CIADELLA: Yes.

8 THE COURT: Once everything is filed, usually the
9 attorney for the ward disappears, because there's no
10 need to have a lawyer. We've got the guardianship.
11 The only person required to have a lawyer is the
12 guardian.

13 MS. CIADELLA: And, Your Honor, I think that the
14 issue that we have here is that Ms. Patwell was
15 privately retained by the ward so it's not
16 specifically a court appointed counsel arrangement
17 where, yes, I would agree with you that once the
18 plan, the initial plan is filed, that lawyer is out.
19 So that's where we're just trying to
20 (unintelligible) --

21 THE COURT: So do we even know if, does the ward
22 really want to still have a lawyer she's paying for?

23 MS. CIADELLA: I don't know the answer to that
24 question, Your Honor. But I can certainly --

25 THE COURT: I mean, I guess Patty Junior wants to

1 pay, although we can, you know, speculate who's
2 paying her fees.

3 MS. GARCIA: Yeah. I guess, Your Honor, the
4 issue is this, Ms. Patwell had voluntarily entered
5 into this guardianship although she had a report from
6 Dr. Sugar that a power of attorney would have been
7 sufficient basically and that the reports were
8 (unintelligible) --

9 THE COURT: I don't know.

10 MS. GARCIA: Ms. Patwell went ahead and entered
11 into it because she trusted Charlie, I'm sorry, the
12 guardian, because he's a family member. And then
13 what happened is when Joanna, who originally filed
14 the petition realized that the settlement had
15 happened and her power of attorney was revoked, she
16 uses this Court to try to set aside the settlement.
17 Now you just stopped that today, you said, no, you're
18 not gonna use me to deal with that settlement.

19 THE COURT: Right. So why can't -- what is --

20 MS. CIADELLA: Your Honor, could we not have
21 testimony about what my client did or didn't do.

22 THE COURT: Well we're not having testimony, I
23 mean -- Ms. O'Malley's always hiding in the shadows,
24 I can never quite --

25 MS. O'MALLEY: I know, I'm working.

1 THE COURT: She's always lurking in the shadows
2 here.

3 MS. CIADELLA: Your Honor, I disagree with what
4 Ms. Garcia's saying (unintelligible) --

5 THE COURT: No, I understand.

6 MS. CIADELLA: -- a little bit outside of the
7 bounds here. You know, our client is doing what are
8 basically procedural actions to continue --

9 THE COURT: I understand.

10 MS. CIADELLA: -- (unintelligible) --

11 THE COURT: I understand. I understand. I
12 understand. We're just talking, this isn't, you
13 know, I get it. It's just, there's another hearing
14 and there's more money, it's just -- it's very
15 frustrating.

16 MS. CIADELLA: And that issue is not presently
17 set, the issue of Ms. Patwell is one that, you know,
18 Ms. Garcia appears to be advocating on her behalf
19 right now but that's an issue that's --

20 THE COURT: It's not even set yet. Okay. Very
21 good. So if we could, you know, get to the business
22 at hand of caring for our ward that would be very
23 nice. And, you know, spend money on her that needs
24 to be spent for her needs and her well being and not
25 all this legal wrangling and -- which is a ridiculous

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1 waste of time and money. But, yes, ma'am.

2 MS. GARCIA: I apologize, Your Honor, but as
3 Patty Junior's attorney, you know, they had filed a
4 temporary ex parte injunction against her, we had
5 agreed to extend for sixty days and then, you know,
6 so that's still pending. I'm gonna --

7 THE COURT: Well you're here on Patty Junior, I
8 get it, so.

9 MS. GARCIA: Yeah, so I'm gonna try to resolve
10 that and I will still, in good faith, deal with the
11 guardian since now he is a party in the other case,
12 to try to get the settlement thing resolved because
13 that is really the whole crux of why everybody's
14 wasting your time. So I'll do everything --

15 THE COURT: Well it's not wasting my time, it's
16 wasting the ward's money. That's more of my concern.
17 My time is here so I mean, I'm doing -- if I'm not
18 listening to you, I'm listening to somebody else.
19 But it's frustrating because, you know, these
20 guardianships are to care for the ward, not care for
21 the Bernsteins and everybody else and see their
22 foreclosure settlement gets approved. And, you know,
23 whether it's a good deal, a bad deal, I don't really
24 care, that's not my decision. But it belongs in civil
25 court and everybody can pay their own legal fees and

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1 go fight it out in civil court.

2 MS. GARCIA: No, I agree with you, Your Honor.
3 And I agree that, honestly, this probably never
4 should have even been filed, it should have been
5 handled there. But it's --

6 THE COURT: Whatever, you know, everybody's got
7 to throw in the last dig, that's great, but. Anyway.
8 I'm gonna have Ms. Ciadella circulate an order and if
9 you can agree with the language, that's fine. Pretty
10 basic, okay, everybody, everybody except Patty Junior
11 is out at this point. Okay. I don't know who the
12 civil division is but that's where that action
13 belongs as far as I'm concern. All right.

14 MS. GARCIA: Judge Nutt, Your Honor.

15 THE COURT: Judge Nutt. He's a real nut so there
16 you go, all right. Very good.

17 MS. GARCIA: I have a trial in front of him next
18 week, so, yes, I love him.

19 THE COURT: Yeah, he's a great guy.

20 MS. GARCIA: Thank you, Your Honor.

21 THE COURT: He's not a nut, he's a good guy. But
22 anyway. All right. Take care. All right. Thank you
23 all.

24 MS. CIADELLA: I appreciate the accommodations.

25 THE COURT: Oh, yeah, thanks. No problem.

1 Always wonderful these Zoom hearings on this case.
2 (Thereupon, the court proceedings are in recess
3 at 11:12 o'clock, a.m.)
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C E R T I F I C A T E

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, FAITH BELL, C.E.T., being an Official Transcriptionist of electronically recorded proceedings in the Fifteenth Judicial Circuit, as authorized by Administrative Order 2.503-2/23, do hereby certify that I was authorized to and did transcribe the foregoing proceedings before the Court at the time and place aforesaid, and the preceding pages, numbered from one through twenty eight, inclusive, represent a true and accurate transcription of the Fifteenth Judicial Circuit Court Reporting Services electronically recorded proceedings which took place on the 30th day of November, 2023.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.



FAITH BELL, C.E.T.
Certified Electronic Transcriber
Fifteenth Judicial Circuit

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA
PROBATE DIVISION "IZ"

CASE NO: 50-2023-GA-000245-XXXX-MB

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,
An incapacitated person.

PROCEEDING

PRESIDING: HONORABLE CHARLES BURTON

APPEARANCES:

ON BEHALF OF PATRICIA A. SAHM, THE WARD:

AMBER PATWELL, ESQUIRE
136 4th Street North
Suite 201, Office 356
St. Petersburg, Florida 33701

Tuesday, October 17, 2023
South County Courthouse
200 South Atlantic Avenue
Delray Beach, Florida 33444
Beginning at 9:44 o'clock, a.m.

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1 BE IT REMEMBERED that the following proceedings
2 were had in the above-entitled cause of action before the
3 HONORABLE CHARLES BURTON, one of the Judges of the
4 aforesaid Court, at the South County Courthouse, 200 West
5 Atlantic Avenue, located in the City of Delray Beach,
6 County of Palm Beach, State of Florida, on Tuesday, October
7 17th, 2023, with appearances as hereinbefore noted, to-wit:

8 * * * * *

9 THE COURT: Hey, Amber, how you doing? Hello. Oh,
10 she's trying to connect to audio. Hi, Amber.

11 MS. PATWELL: Hi, Your Honor, how are you?

12 THE COURT: I'm doing good. You having fun at
13 the Broward County Courthouse I see. So, listen,
14 here's what we did today. Ms. Garcia was here so I
15 let her know. Instead of hearing this today, when
16 you could not be here, obviously, what we're gonna
17 do, I think we're set for, we were set for next
18 Thursday at 10:00 o'clock.

19 MS. PATWELL: Yes.

20 THE COURT: Okay. I moved that up to 9:30, I
21 understand you may be in Tampa.

22 MS. PATWELL: Yeah, that's fine, though, Your
23 Honor.

24 THE COURT: So if you're in Tampa, you certainly
25 can come by Zoom, you don't have to drive here in

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1 person.

2 MS. PATWELL: Oh, okay. Thank you, judge.

3 THE COURT: I'm not gonna make you haul back from
4 Tampa. But here's the proviso, I'm resetting it, is
5 that all documents responsive to, you know, their
6 request regarding the privilege, would be sent to me
7 in advance in a sealed envelope and then if I rule
8 that it's privilege, you get them back. If I rule
9 it's not, then at least they're available, I can turn
10 them over to the other side.

11 MS. PATWELL: Okay. Understood, Your Honor. I'll
12 do that for you.

13 THE COURT: Okay.

14 MS. PATWELL: Okay. Thank you.

15 THE COURT: All right. Everything else good?

16 MS. PATWELL: Yes, Your Honor. Thank you. I hope
17 you're doing well, too.

18 THE COURT: All right. Thanks, Amber. We'll see
19 you.

20 MS. PATWELL: Thank you, bye.

21 (Thereupon, the court proceedings are in recess
22 at 9:46 o'clock, a.m.)

23

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25

C E R T I F I C A T E

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, FAITH BELL, C.E.T., being an Official Transcriptionist of electronically recorded proceedings in the Fifteenth Judicial Circuit, as authorized by Administrative Order 2.503-2/23, do hereby certify that I was authorized to and did transcribe the foregoing proceedings before the Court at the time and place aforesaid, and the preceding pages, numbered from one through three, inclusive, represent a true and accurate transcription of the Fifteenth Judicial Circuit Court Reporting Services electronically recorded proceedings which took place on the 17th day of October, 2023.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.



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Certified Electronic Transcriber
Fifteenth Judicial Circuit

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA
PROBATE DIVISION "IZ"

CASE NO: 50-2023-GA-000245-XXXX-MB

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,
An incapacitated person.

PROCEEDING

PRESIDING: HONORABLE CHARLES BURTON

Tuesday, September 5, 2023
South County Courthouse
200 South Atlantic Avenue
Delray Beach, Florida 33444
Beginning at 10:13 o'clock, a.m.

FAITH BELL, OFFICIAL TRANSCRIPTIONIST
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APPEARANCES:

ON BEHALF OF PATRICIA A. SAHM, THE WARD:

AMBER PATWELL, ESQUIRE
136 4th Street North
Suite 201, Office 356
St. Petersburg, Florida 33701

ON BEHALF OF PATRICIA SAHM, JR.:

INGER GARCIA, ESQUIRE
6877 Royal Palm Beach
West Palm Beach, Florida 3412

ON BEHALF OF CHARLES J. REVARD, THE GUARDIAN:

MITCHELL KITROSER, ESQUIRE
631 U.S. Highway One, Suite 406
North Palm Beach, Florida 33408

ON BEHALF OF JOANNA SAHM:

EILEEN T. O'MALLEY, ESQUIRE
360 S. Rosemary Avenue
Suite 1410
West Palm Beach, Florida 33401

1 BE IT REMEMBERED that the following proceedings
2 were had in the above-entitled cause of action before the
3 HONORABLE CHARLES BURTON, one of the Judges of the
4 aforesaid Court, at the South County Courthouse, 200 West
5 Atlantic Avenue, located in the City of Delray Beach,
6 County of Palm Beach, State of Florida, on Tuesday,
7 September 5th, 2023, with appearances as hereinbefore
8 noted, to-wit:

9 * * * * *

10 THE COURT: So let's go back to the Sahm case.
11 And I think I left off trying to figure out who
12 Mr. Hall is. I didn't mean to cut you off there,
13 Mr. Hall, it's just we got a big docket this morning.
14 Can you hear me?

15 MR. HALL: I'm sorry, I missed the first part of
16 that.

17 THE COURT: I said, I think we left off with me
18 trying to figure out who you are.

19 MR. HALL: Sure. And I can go back to that.
20 Also, I know Ms. Garcia is here to speak. But, yes,
21 I'm here, manager of BFR, Bernstein Family Realty,
22 LLC. I'm not here on behalf of them --

23 THE COURT: I gotcha. You're here just to sort
24 of see what's going on.

25 MR. HALL: Right. Direct interest and immediate

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1 interest in any settlement --

2 THE COURT: Okay. But BFR, so I understand, BFR
3 is a defendant in the foreclosure action?

4 MR. HALL: That's correct.

5 THE COURT: And that's the action Mr. Kitroser
6 seeks to move forward on?

7 MR. HALL: That's correct.

8 THE COURT: So obviously -- (thereupon, audio
9 went from 10:14 to 10:30, no audio.)

10 * * * * *

11 THE COURT: Doesn't somebody have to make a
12 decision? You're sitting here telling me there
13 was -- you guys are trying to enforce a settlement in
14 the foreclosure case, correct? Yes? Yes or no?

15 MS. GARCIA: We will be once they file a motion
16 to (unintelligible), yes, Your Honor.

17 THE COURT: Okay. I mean, that's what needs --
18 that's what you hope happens in the foreclosure case,
19 that Judge Bell says, I agree the settlement was
20 rendered, I approve of it, done, that's what you want
21 to see happen, yes?

22 MS. GARCIA: Yes. But, Your Honor, I'd like it
23 also to be where Ms. Patwell, the attorney for the
24 ward --

25 THE COURT: Well I can't, I don't pick --

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1 MS. GARCIA: -- (unintelligible) --

2 THE COURT: Come on, what is your interest in
3 Ms. Patwell? It sounds like you're more concerned
4 about Mr. Patwell than you are your clients, I don't
5 understand. Who negotiate --

6 MS. GARCIA: I'm concerned for the ward, Your
7 Honor.

8 THE COURT: Did Ms. Patwell negotiate this
9 alleged settlement or was that Mr. Sweetapple?

10 MS. PATWELL: No, I did, I reviewed the
11 settlement with my client, with Ms. Sahm, and she
12 signed it. So that, I guess, that's the link.

13 THE COURT: So I would assume you would somehow
14 be involved in that hearing either as a witness,
15 lawyer, something, yes?

16 MR. KITROSER: Judge, I believe Ms. Patwell would
17 end up being a witness.

18 THE COURT: I mean, this sounds to me, honestly,
19 like the decision is to let me weigh Ms. Patwell's
20 interest, forget about Ms. Sahm, I'm just gonna
21 decide if Ms. Patwell has an interest in remaining as
22 a lawyer in this case. That doesn't seem to make
23 sense to me so -- I guess it makes sense to everybody
24 else.

25 MR. KITROSER: Your Honor, (unintelligible) the

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1 responsibility for Ms., for Patricia Sahm, to my
2 client.

3 THE COURT: All right.

4 MR. KITROSER: It's no longer Patricia Sahm's
5 responsibility --

6 THE COURT: Right.

7 MR. KITROSER: -- and candidly, therefore it's
8 not Ms. Patwell's responsibility. It's Charlie
9 Revard's responsibility to proceed with this case as
10 he sees fit.

11 THE COURT: Right.

12 MR. KITROSER: And if somebody thinks he's doing
13 it wrong, that would be a motion to remove him as
14 guardian before this Court.

15 THE COURT: Correct.

16 MR. KITROSER: Otherwise, this should go before
17 the, before Judge Bell's courtroom to be decided.

18 THE COURT: Right. Okay. So, the matter before
19 this Court is candidly a pretty simple matter. The
20 Court is faced with a ward now who at the time was
21 not a ward and her and her husband instituted a civil
22 lawsuit against the Bernstein family or the Bernstein
23 Family Trust, whatever it's called. And that lawsuit
24 was proceeding. Unfortunately Ms. Sahm's husband is
25 deceased and Ms. Sahm carried forward that lawsuit,

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1 she didn't dismiss it, she didn't do anything with
2 it, she continued on as a plaintiff in that lawsuit
3 until she, herself has now become incapacitated by
4 agreement, I would act, and by consent.

5 And so also by consent, Mr. Revard, her
6 nephew, was appointed guardian. And so he steps into
7 her shoes. He should step into her shoes as a
8 plaintiff, as a party in that foreclosure action
9 because the ward can no longer do so. He should also
10 step into her shoes and make determinations regarding
11 that lawsuit.

12 And so I'm gonna grant the motion, that's
13 over objection. I mean, I think the matter should go
14 before Judge Bell. If she approves the settlement,
15 fine, I'm not really determining who Mr. Revard
16 determines to be the appropriate attorney to handle
17 this matter, that's up to him as guardian, candidly.
18 And, you know, whether Ms. Patwell appears as a
19 lawyer, I have nothing against Ms. Patwell, she seems
20 like a very nice lady. But I'm not here to protect
21 her interest, I'm here to protect the ward's interest
22 and that's my job.

23 So, I'm gonna grant the motion and we'll
24 see what happens. Hopefully you guys can go forward
25 and reach a successful resolution. That's all I can

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1 tell you. Any other matters before The Court?
2 Mr. Kitroser, if you could submit an order to that.
3 Ms. O'Malley, are you on this case, or?

4 MS. O'MALLEY: Yes, Your Honor, I represent the
5 other daughter, Joanna Sahm as trustee.

6 THE COURT: Okay. You're sort of hiding in the
7 shadows. Did you want to weigh in on this, or?

8 MS. O'MALLEY: I think you're right, Your Honor.
9 This is a very simple matter --

10 THE COURT: Right.

11 MS. O'MALLEY: -- and the guardian needs to step
12 it up or (unintelligible) and the rest goes before
13 the foreclosure court. It seems straightforward.

14 THE COURT: Exactly. Okay. All right.
15 Mr. Kitroser will circulate an order. Yes,
16 Ms. Garcia.

17 MS. GARCIA: I would just like to make sure that
18 all parties are following the directions and they're
19 going to special set the motion and not try to cram
20 down a motion --

21 THE COURT: Yeah, I mean, I think --

22 MS. GARCIA: -- (unintelligible) done today.

23 THE COURT: -- listen, I would really prefer
24 given what's going on in this case, we do a special
25 set hearing in person. There's too much going on --

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1 I'm not really, you know -- I think it's more
2 appropriate in this case we come in person.
3 Obviously I don't want to drag Ms. Sahm here, if she
4 can't make it. I want to be sympathetic to her needs
5 so obviously she can appear by Zoom, of course. And
6 anybody's out of town, out of state, out of county
7 can appear by Zoom. But everyone else needs to be
8 here in person and we should be live in the
9 courtroom, I think is appropriate. Okay.

10 All right. Thank you all very much. I
11 sincerely appreciate it, have a great day.

12 MR. KITROSER: Thank you, Judge, you too.

13 THE COURT: All right. Good luck, everyone.

14 (Thereupon, the court proceedings are in recess
15 at 10:36 o'clock, a.m.)
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C E R T I F I C A T E

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, FAITH BELL, C.E.T., being an Official Transcriptionist of electronically recorded proceedings in the Fifteenth Judicial Circuit, as authorized by Administrative Order 2.503-2/23, do hereby certify that I was authorized to and did transcribe the foregoing proceedings before the Court at the time and place aforesaid, and the preceding pages, numbered from one through nine, inclusive, represent a true and accurate transcription of the Fifteenth Judicial Circuit Court Reporting Services electronically recorded proceedings which took place on the 5th day of September, 2023.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.

A handwritten signature in cursive script, appearing to read 'Faith Bell', written over a horizontal line.

FAITH BELL, C.E.T.
Certified Electronic Transcriber
Fifteenth Judicial Circuit

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA
PROBATE DIVISION "IZ"

CASE NO: 50-2023-GA-000245-XXXX-MB

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,
An incapacitated person.

PROCEEDING

PRESIDING: HONORABLE CHARLES BURTON

Tuesday, May 23, 2023
South County Courthouse
200 South Atlantic Avenue
Delray Beach, Florida 33444
Beginning at 10:04 o'clock, a.m.

FAITH BELL, OFFICIAL TRANSCRIPTIONIST
Page 1

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APPEARANCES:

ON BEHALF OF PATRICIA A. SAHM:

AMBER PATWELL, ESQUIRE
136 4th Street North
Suite 201, Office 356
St. Petersburg, Florida 33701

ON BEHALF OF PATRICIA SAHM, JR.:

INGER GARCIA, ESQUIRE
6877 Royal Palm Beach
West Palm Beach, Florida 33412

ON BEHALF OF JOANNA SAHM:

EILEEN T. O'MALLEY, ESQUIRE
360 S. Rosemary Avenue
Suite 1410
West Palm Beach, Florida 33401

1 BE IT REMEMBERED that the following proceedings
2 were had in the above-entitled cause of action before the
3 HONORABLE CHARLES BURTON, one of the Judges of the
4 aforesaid Court, at the South County Courthouse, 200 West
5 Atlantic Avenue, located in the City of Delray Beach,
6 County of Palm Beach, State of Florida, on Tuesday, May
7 23rd, 2023, with appearances as hereinbefore noted, to-wit:

8 * * * * *

9 MS. SAHM: Yes, good morning. And I hope your
10 day is starting off well, Your Honor.

11 THE COURT: Well, I don't know who all these
12 people are on a closed guardianship proceeding, so
13 I'm a little concerned about -- having a public
14 hearing, we could have just invited everyone in the
15 county, that probably wouldn't have been a great
16 idea.

17 MS. SAHM: It's fine if they're there.

18 THE COURT: Okay. Somebody said, tell them you
19 want them there, that's nothing like free will.
20 Okay. Good. Thanks. That's Patty, Patricia Sahm,
21 hi Patricia.

22 MS. SAHM: Sahm, yes, Sahm.

23 THE COURT: Is that Patricia?

24 MS. SAHM: Okay.

25 THE COURT: Where are you, I don't see you?

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1 What?

2 MS. SAHM: I'm right here, yes.

3 THE COURT: Okay. And who is that sitting with
4 you?

5 MS. SAHM: My daughter.

6 MS. SAHM: I'm Patty Junior.

7 THE COURT: Patty Junior. Okay. And we have
8 Joanna Sahm?

9 MS. J. SAHM: Yes.

10 THE COURT: Mr. Black, what do you have to do
11 with this case?

12 MR. BLACK: I run a nonprofit called CEAR, The
13 Center for Estate Administration Reform, Your Honor,
14 and we're monitoring on behalf of the family.

15 THE COURT: Okay.

16 FEMALE VOICE: We would object, Your Honor. On
17 behalf of who?

18 THE COURT: You're monitoring who, Mr. Black? I
19 mean, these are not, these are closed proceedings so
20 I don't know who you're monitoring.

21 MR. BLACK: I'm monitoring the case from the
22 perspective of the Patricia Junior and Senior Sahm.
23 But we have identified issues with predatory
24 attorneys creating guardianships from a fraudulent
25 perspective.

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1 THE COURT: Yeah.

2 MR. BLACK: So we make it a practice to attend
3 these hearings when (unintelligible) --

4 THE COURT: Well they're usually closed
5 proceedings, so.

6 MR. BLACK: Only if the ward requests it or the
7 respondent requests it and I don't think that's been
8 requested, sir.

9 THE COURT: Okay.

10 FEMALE VOICE: Judge Burton --

11 THE COURT: Yes.

12 FEMALE VOICE: -- I apologize. Thank you, Judge
13 Burton, as always.

14 THE COURT: Well hold on, I need to find out who
15 else is here, hold on, Hillary, before I start.
16 Then I have Marla Martin, she is who? Marla, who are
17 you?

18 MS. MARTIN: Hi, I was requested to -- I work
19 with guardianship (unintelligible) watching, and I
20 was requested by Patricia Sahm to attend the hearing.

21 THE COURT: Okay. And then we have Inger Garcia.

22 MS. GARCIA: Good morning, Your Honor. I filed
23 a Notice of Appearance this morning as an interested
24 party for the Bernstein family and BFR, Inc. I have
25 Amber, Amber says that she's in the waiting room, she

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1 needs to be let in.

2 THE COURT: I'm letting Amber in right now, so.

3 MS. GARCIA: Okay. Thank you, Your Honor. I'm
4 here just in case Ms. Patwell needs me to inform The
5 Court.

6 THE COURT: Ms., who's Ms. Patwell?

7 MS. GARCIA: Amber, she's, I'm sorry, Ms. Patwell
8 is the attorney for the alleged incapacitated
9 Patricia Sahm.

10 THE COURT: Okay.

11 MS. GARCIA: Attorney.

12 THE COURT: Okay. And then Ms. Navarro, why are
13 you here, Dr. Navarro?

14 DR. NAVARRO: I was reached, I was contacted by
15 both Ms. Sahm and her daughter in reference to the
16 fact that we were able to work with my dad and get
17 him back and they had asked me to please attend this
18 on their behalf.

19 THE COURT: And who is Galaxy 59 or S9 or --
20 they don't want to tell me. Who's Galaxy 850? Okay.
21 If you guys don't identify yourselves, I'm just gonna
22 remove you, I'm gonna assume you don't belong here,
23 so. Julia Jones, who's Julia Jones?

24 MS. JONES: Hi, Judge, I'm a family friend of the
25 Sahms.

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1 THE COURT: Okay. Well, you're in court, ma'am,
2 so turn on your video, please. Luanne Fleming, who's
3 Luanne Fleming?

4 MS. FLEMING: Hi, Your Honor, I'm an elder
5 advocate, as well, for the family, of the Bernstein
6 family as well.

7 THE COURT: Who's the -- okay.

8 MS. FLEMING: And I can turn on my video if you'd
9 like?

10 THE COURT: Well, that would be nice, I mean, you
11 all see me, we should be able to see you.

12 MS. FLEMING: Okay. Thank you, Your Honor.

13 THE COURT: All right. Who's the court watcher
14 here? Somebody named court watcher? Somebody's
15 objecting to these proceedings, I think, so. Court
16 watcher, do you want to identify yourself?
17 Apparently not. Okay. Who is 19172080702? We don't
18 know. Okay.

19 All right. So, somebody want to tell me
20 what's going on in this case?

21 MS. O'MALLEY: Sure. Hey, good morning, Your
22 Honor, this is Eileen O'Malley on behalf of Joanna
23 Sahm, daughter of Patricia Sahm. We filed a Petition
24 to Determine Incapacity in this proceeding because we
25 believe that Mrs. Sahm's documents were no longer

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1 effectively doing the job.

2 THE COURT: Right.

3 MS. O'MALLEY: Essentially, in July of 2020,
4 Mrs. Sahm had done some estate planning that included
5 preparing a revocable trust. She prepared a power of
6 attorney and designation of healthcare surrogate.
7 And in all those documents she appointed her
8 daughter, Joanna, to act on her behalf as her
9 fiduciary. And on April 13th at a -- to take a step
10 back, Mrs. Sahm has a creditor interest in a
11 promissory note that she and her husband had extended
12 to the Bernstein family a number of years ago.

13 THE COURT: Right.

14 MS. O'MALLEY: But it's in foreclosure and I
15 guess there's been a stay in the foreclosure and
16 there's bankruptcy proceedings pending.

17 THE COURT: Right.

18 MS. O'MALLEY: On April 13th at a hearing in the
19 bankruptcy proceeding, my client was, learned that a
20 revocation of a power of attorney had been executed
21 by her mother, purportedly on March 28th, revoking
22 any power of attorneys that were executed in December
23 of 2021. When she asked her mom what that was all
24 about, her mom had no recollection of signing the
25 document.

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1 THE COURT: And who did she, she revoked the
2 power of attorney and designated who?

3 MS. O'MALLEY: She didn't designate anyone, Your
4 Honor.

5 THE COURT: Anyone. So, okay.

6 MS. O'MALLEY: There was just a, a bare, a bare
7 revocation.

8 THE COURT: Okay.

9 MS. O'MALLEY: There was a second revocation
10 executed on April 13th, revoking any documents from
11 July 2020 through February 2023 specifically
12 appointing my client, Joanna Sahm. Again, nobody was
13 appointed to act in her stead.

14 Seeing that this -- feeling that this has
15 had more to relate with the bankruptcy proceedings
16 and her mother, we went ahead and filed a Petition to
17 Determine Capacity. In the meantime, Mrs. Sahm's
18 other daughter, Patty Junior, I guess, is visiting
19 from North Carolina and there was an incident in
20 January where Patty Junior pulled a gun on my client.
21 So now there's a temporary restraining order in place
22 that precludes my client from going to the house as
23 long as her sister's there. There's supposed to be
24 a procedure in place that she can access her mother
25 and that's not being abided by so that's another

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1 issue that we're having.

2 THE COURT: So Patty Junior pulled a gun?

3 MS. O'MALLEY: Patty Junior pulled a gun and
4 there's a restraining order currently in place.

5 THE COURT: Was there any criminal charge
6 resulting from that?

7 MS. O'MALLEY: Yes, sir. Joanna, do you know the
8 status of the criminal case?

9 THE COURT: You're muted, Joanna, you got to
10 unmute.

11 MS. J. SAHM: Sorry. The criminal case is still
12 pending. There's another hearing for that June 14th.

13 THE COURT: What is she charged with?

14 MS. J. SAHM: Aggravated assault with a deadly
15 weapon.

16 THE COURT: Okay. And your sister is living with
17 your mother?

18 MS. J. SAHM: Yes. She lives in my mother's home
19 in North Carolina full time. She is down in Florida
20 with my mother through the winter time she stays with
21 my mother in Florida when she is visiting. And she is
22 supposed to be going back to North Carolina but
23 currently she is living with my mother in Boca.

24 THE COURT: And because she's there, you're
25 unable to go there because of the --

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1 MS. J. SAHM: The restraining order.

2 THE COURT: -- the various no contact orders and
3 everything else?

4 MS. J. SAHM: Yes, sir, that's correct.

5 THE COURT: Are you talking to your mom, at all?

6 MS. J. SAHM: Yes, periodically.

7 THE COURT: How's she --

8 MS. J. SAHM: There's been call blocking. She's
9 been blocking my phone number from my mother's phone
10 and attempting to keep me from my mother.

11 THE COURT: All right.

12 MS. J. SAHM: But there has been times when I've
13 been able to speak with my mother since the last
14 month.

15 THE COURT: So what's going on with the Bern --

16 MS. SAHM JR.: I have not blocked -- I have not
17 blocked --

18 THE COURT: Did I ask you a question, ma'am. You
19 need to wait.

20 MS. SAHM JR.: No, ma'am.

21 THE COURT: You invited fifty six people here and
22 now you just want to shout out when you feel like it.
23 Great.

24 MS. SAHM JR.: Not true, sir.

25 THE COURT: Okay. Then wait until I call on you,

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1 please.

2 MS. SAHM JR.: Very well.

3 THE COURT: So what's going on with this
4 Bernstein thing in Bankruptcy Court and how is that
5 related to this, at all, if I can ask, I mean --

6 MS. O'MALLEY: I believe because in the
7 bankruptcy proceeding the, I guess the gist is now
8 that Mrs. Sahm no longer wishes to pursue the
9 foreclosure proceedings.

10 THE COURT: Okay. So they go bankrupt and
11 whatever money they owe the Sahms, they're gonna lose
12 it anyway, so.

13 MS. O'MALLEY: Yeah.

14 THE COURT: Right. Okay.

15 MS. O'MALLEY: Pretty much.

16 THE COURT: Yeah. Okay.

17 MS. O'MALLEY: So, based on all these activities
18 we went ahead and filed a Petition to Determine
19 Incapacity. Your Honor appointed a three member
20 examining committee, all three members examined
21 Mrs. Sahm on May 5th and have filed their reports
22 with The Court.

23 THE COURT: Right.

24 MS. O'MALLEY: An objection was filed. We would
25 move to strike the objection, it's not being well

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1 pled.

2 THE COURT: All right. So who represents the
3 AIP, Ms. Sahm?

4 MS. PATWELL: I do, Your Honor, Amber Patwell
5 here on behalf of Ms. Pat Sahm.

6 THE COURT: Okay. Hi, Amber. And are you
7 stipulating to the admission of these reports?

8 MS. PATWELL: No, Your Honor, we did file an
9 objection to the reports. And we, Ms. Sahm would
10 like to be heard today. She does not agree that
11 there is any incapacity. I know that's up to The
12 Court to determine that but we would like that
13 petition dismissed.

14 THE COURT: Okay. Let me see the objection. I'm
15 just looking. All right. So, Patty, what do you
16 want to tell me, Ms. Sahm?

17 MS. SAHM JR.: I have not, Your Honor --

18 THE COURT: Not you, your mother.

19 MS. SAHM JR.: Sorry.

20 MS. SAHM: I'm fine. I'm fine. I know you're
21 getting a little upset there. I can tell you're --

22 THE COURT: Well it's, you know, listen, okay,
23 this is about your mental health and your well being,
24 okay. I'm a little annoyed that all these people are
25 here that have nothing to do with this case. But

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1 that's for another day. If you want to have them all
2 here so be it. Okay?

3 MS. SAHM: Yeah.

4 THE COURT: Okay. So I've got, you know, we've
5 sent out an examining committee, they all believe you
6 have some limited incapacity, you dispute that?

7 MS. SAHM: I do, yes.

8 THE COURT: Okay. And why do you dispute that,
9 ma'am?

10 MS. SAHM: Because I feel that I am in good shape
11 for my age.

12 THE COURT: Okay. How old are you?

13 MS. SAHM: Eighty one.

14 THE COURT: Good for you.

15 MS. SAHM: No, I'm still here. But, for
16 instance, yesterday when I went out and walked with
17 my nephew Sunday and then the other nephew, they're
18 brothers, I played tennis with him in the afternoon
19 on Sundays usually when he's off work.

20 THE COURT: Yeah.

21 MS. SAHM: So I walk around this, up to the guard
22 gate and back here in my neighborhood. I'm in good
23 physical condition and I think that this should be
24 accepted that I'm not in some wheelchair and I'm not
25 in --

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1 THE COURT: Well it's not a question of the
2 physical, necessarily. But have you ever been
3 diagnosed with any kind of cognitive impairment?

4 MS. SAHM: Mild.

5 THE COURT: Mild. Okay.

6 MS. SAHM: Yes.

7 THE COURT: I think I probably have mild, as
8 well, you know, I mean. You get older things don't
9 come as quick.

10 MS. SAHM: That's exactly it.

11 THE COURT: Let me ask you a question, you had
12 set up apparently, smartly I would add, because, you
13 know, all the naysayers of Guardianship Court thinks
14 this is what I want to see happen, this is the
15 furthest thing I want to see happen. What I'd like
16 to see is everybody go out there and do their
17 pre-need guardians and do all their healthcare
18 surrogates and do their powers of attorney so they
19 don't have to come before me. So, apparently you had
20 all that, Patty, and you had named your daughter,
21 Joanna, and I'm wondering why you revoked all that.

22 MS. SAHM: Well I revoked it mainly because I
23 don't want to be put in some kind of guardianship
24 because I don't feel at this point in time that I'm
25 a candidate for a guardianship.

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1 THE COURT: I know. But by revoking all those
2 documents you, now you've put yourself in a
3 guardianship courtroom. When all -- you know, it
4 wasn't a guardianship, she was your power of attorney
5 to help you out basically, that's -- I'm not sure why
6 you revoked all those, but.

7 MS. SAHM: Well I just feel that I'm still of
8 sound mind and sound body and I don't want to be in
9 a lot of guardianships, this, that and the other
10 thing.

11 THE COURT: Yeah, I know. You don't want people
12 running your life.

13 MS. SAHM: Thank you. Yes.

14 THE COURT: Now you've got two daughters there
15 who obviously care about you.

16 MS. SAHM: Yes, they do.

17 THE COURT: So how come they're getting involved
18 in all this fighting and pointing guns and all kinds
19 of nonsense?

20 MS. SAHM: Because they love me, they like me,
21 they want to do the best for me.

22 THE COURT: Sometimes kids like somebody because
23 they got millions of dollars, I don't know if that's
24 you, but.

25 MS. SAHM: Well I don't have millions, no.

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1 THE COURT: Okay.

2 MS. SAHM: At least not yet.

3 THE COURT: Usually when people are broke, nobody
4 shows up, you know, that's just an unfortunate
5 reality of -- why can't you -- see, what I don't like
6 about doing this is I hear talking in the background
7 and I don't like that.

8 MS. SAHM: Well that's my daughter.

9 THE COURT: Well she needs to be quiet. Yeah,
10 because I'm not talking to her, so.

11 MS. SAHM: Okay.

12 THE COURT: That's why I don't like doing this.
13 I don't want to drag everybody in a courtroom but you
14 can't be talking and whispering in the background and
15 her telling you things.

16 MS. SAHM: Okay.

17 THE COURT: Because I'm supposed to be talking to
18 you, not her.

19 MS. SAHM: Okay.

20 THE COURT: All right.

21 MS. SAHM: Yes.

22 THE COURT: Okay. So obviously you don't work
23 anymore, I take it?

24 MS. SAHM: No. I used to be a teacher.

25 THE COURT: Okay. And where did you teach, what

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1 grade?

2 MS. SAHM: Spanish River High School. I mostly,
3 high school level.

4 THE COURT: Okay. You were a shark.

5 MS. SAHM: Yes. Way back when, yes.

6 THE COURT: Okay. What grade, you taught in all
7 high school grades?

8 MS. SAHM: Yes. Tenth, eleventh and twelfth.
9 Most of the time. Although, I worked at Boca Middle
10 first.

11 THE COURT: Okay. How long ago did you retire
12 from teaching?

13 MS. SAHM: How long have I been retired?

14 THE COURT: Yeah.

15 MS. SAHM: I retired in 2000, I believe.

16 THE COURT: Okay. All right.

17 And your husband is, what, deceased?

18 MS. SAHM: Yes, he is.

19 THE COURT: Okay. And so you've pretty much been
20 living alone?

21 MS. SAHM: For the most part. I see my
22 daughters, both of them, frequently.

23 THE COURT: You like seeing your daughters,
24 you're okay seeing your daughters, I'm guessing?

25 MS. SAHM: Yes.

1 THE COURT: I know Joanna would like to see you
2 and talk to you and --

3 MS. SAHM: I see her, she and I had lunch a few
4 weeks ago, I think.

5 THE COURT: Yeah. Well we got a little problem
6 with criminal charges hanging out there that are
7 getting in the way of that.

8 MS. SAHM: Well, both girls are really good
9 people, that's all I can tell you.

10 THE COURT: Yeah. They're not good to each other
11 apparently, I don't know.

12 MS. SAHM: Well they don't get along real well
13 but they're very, very good people.

14 THE COURT: They don't have to get along real
15 well, they just have to get along period.

16 MS. SAHM: Yes. Thank you.

17 THE COURT: All right. Let's see, you -- do you
18 drive?

19 MS. SAHM: Yes, I do. In fact, I was a driver
20 education teacher.

21 THE COURT: Is that right? Okay.

22 MS. SAHM: At Spanish River High School.

23 THE COURT: All right. But, I mean, you're still
24 driving?

25 MS. SAHM: Yes. Yes, I am.

1 THE COURT: Okay. No problems?
2 MS. SAHM: Nope.
3 THE COURT: Okay.
4 MS. SAHM: I don't drive long distances anymore
5 but --
6 THE COURT: Yeah, no, I got it.
7 MS. SAHM: Yeah. The grocery store, etcetera.
8 THE COURT: Right. And, let's see, you live
9 where, in your own home?
10 MS. SAHM: Yes.
11 THE COURT: And where's the home located?
12 MS. SAHM: (Unintelligible).
13 THE COURT: I'm sorry?
14 MS. SAHM: Pardon me?
15 THE COURT: Your home is in Boca?
16 MS. SAHM: Boca Raton.
17 THE COURT: Yeah.
18 MS. SAHM: Yes.
19 THE COURT: Are you looking to stay in that home,
20 is that --
21 MS. SAHM: It's perfect. It's perfect.
22 THE COURT: Yeah, okay. No, I'm just asking, I
23 mean, you want to stay, keep living in your home?
24 MS. SAHM: Yes.
25 THE COURT: Yeah. Okay. Let's see, let me just

1 see what they say here. All right. And, let's see.
2 Do you have a regular physician?

3 MS. SAHM: Semi regular, I don't see him very
4 often, I don't need to.

5 THE COURT: You on any medication?

6 MS. SAHM: I'm on Zyrtec. I have allergies and
7 things.

8 THE COURT: Okay. I mean, otherwise you're in
9 pretty good health, cholesterol, blood pressure, all
10 that stuff?

11 MS. SAHM: That's all really good. Thank you.

12 THE COURT: All right. Good for you.

13 MS. SAHM: Very good for my age, actually.

14 THE COURT: Yeah.

15 MS. SAHM: And I do exercise. I mean, I go out
16 and I walk a lot, if that counts.

17 THE COURT: How many sets of -- everybody your
18 age is playing pickle ball, you're still playing
19 tennis, huh?

20 MS. SAHM: No, I play tennis with my nephew.

21 THE COURT: All right. Okay. You know,
22 Ms. O'Malley, I see what the reports say, I got to be
23 honest, she sounds pretty coherent there, I would
24 say.

25 MS. SAHM: I feel as though, I feel as though I

1 am.

2 THE COURT: Yeah, I know. We're just -- listen,
3 Patty, just trying to do what's best for you, okay,
4 that's the bottom line. And so -- all right.

5 MS. O'MALLEY: Your Honor, may I -- we would
6 agree with you on that. I have spoken to her myself,
7 she seemed very sharp, very with it.
8 (unintelligible) some memory problems. The root of
9 this all is a lot of family drama, unfortunately.

10 THE COURT: Well it always is, so.

11 MS. O'MALLEY: Yeah. And so that's what we're
12 concerned about that emotions are taking the place of
13 the logic and trying to put Ms. Sahm in a position
14 that she doesn't want to be in and I don't think that
15 she deserves to be.

16 THE COURT: Yeah. Well, I mean, the issue
17 obviously, you know, I know what you're saying and
18 I'm looking at the reports and they all say limited
19 and I don't know if that's, you know, sort of a
20 default, a default position or not, but.

21 MS. SAHM: Well, I'm much better than they say I
22 am. I am better than they say I am, I really am.

23 THE COURT: Yeah. I don't know who that Galaxy
24 850 is, but, you know, if you're not -- listen, if
25 you guys are not gonna show yourselves on video, I'm

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1 just gonna remove you, whoever is here. So either
2 turn on your videos or goodbye, because, you know,
3 I'm not having unknown people creeping around here,
4 so. Okay. Goodbye.

5 MS. PATWELL: I would just like to stipulate
6 (unintelligible) for Ms. Pat (unintelligible) --

7 THE COURT: Hold on. You're -- let me just get
8 rid of some people who are not showing themselves.
9 First of all, you're breaking up there, Amber, so I
10 can't really.

11 MS. PATWELL: I'm sorry, Judge, I couldn't hear
12 the sound on my computer this morning so I'm on my
13 phone. Is this a little better?

14 THE COURT: Okay.

15 MS. PATWELL: Can you hear me, Your Honor, I
16 apologize.

17 THE COURT: I can hear you now, go ahead. Thank
18 you.

19 MS. PATWELL: Okay. Good. I lifted the phone so
20 the microphone wasn't hitting the desk. I am
21 attempting to file a Notice of Appearance and
22 stipulate into this foreclosure case so I can help
23 Ms. Sahm with it. And as far as the things like
24 driving, obviously if she was a concern, there is
25 a -- the DMV has a specific procedure wherein cops

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1 can pull over someone and send them over to the DMV
2 as far as medical concerns --

3 THE COURT: Right.

4 MS. PATWELL: -- and a lot of these things.
5 Though I don't want to have to get to that but,
6 Judge, if she was out there driving when she
7 shouldn't be, she would probably get pulled over and
8 get referred to the DMV and have to get a medical
9 evaluation.

10 MS. O'MALLEY: Your Honor, if I may?

11 THE COURT: Yup.

12 MS. O'MALLEY: I don't think that the concern is
13 about Ms. Sahm's driving or, you know, her social
14 interactions or anything along those lines, you know,
15 in keeping with the reports it did indicate that she
16 does have issues, you know, understanding the concept
17 of money, you know, remembering the petition, prior
18 actions. I know my client has commented that her
19 mom's prescriptions are piling up at Walgreens, they
20 haven't been picked up. You know, we want as limited
21 as a guardianship as possible but we just are seeking
22 to protect Mrs. Sahm from any outside influences.

23 THE COURT: Well, I mean, Eileen, you know, let's
24 not -- I don't want to beat around the bush, you
25 believe -- who do you believe is creating an

1 influence or a negative influence?

2 MS. O'MALLEY: I think this all has to do with
3 regards to the Bernstein family and their
4 foreclosure, to be honest. I don't know that this
5 really has a lot to do with Mrs. Sahm or her family.

6 MS. SAHM: Well a lot of the guardianship I
7 think, which would be me, I feel like I'm in pretty
8 decent shape, frankly.

9 THE COURT: No, no, I know you said that, Patty,
10 I'm just --

11 MS. O'MALLEY: Patty, to the extent you need
12 help, do you want your daughter, Joanna, to help you
13 with things?

14 MS. SAHM: She can if she wants to but I don't
15 need any help. Right now, anyhow, I don't. It's
16 difficult because I love both girls, they don't get
17 along with each other too well but, you know, right
18 now I've been very, very fortunate because I'm in
19 really good shape and I don't know whether that's
20 because I was a phys ed teacher, I don't know. But
21 I really, you know, I'm not a hundred percent but I'm
22 sure not whacko, you know, running around --

23 THE COURT: Hey, listen, Patty, nobody's saying
24 you're whacko, okay, and that's not really the
25 intention but, listen, people do some strange things

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1 when they get older. Okay. And sometimes when they
2 have cognitive issues, they get themselves into
3 trouble unwittingly. Okay. That's really all we're
4 talking about.

5 MS. SAHM: Well why are you saying that, give me
6 some --

7 THE COURT: Well because, I guess, your daughter
8 filed the petition, she's concerned that maybe you
9 don't fully appreciate, you know, your assets or
10 whatever, I don't really know. So, I'm just, I just
11 bring that up as -- what's that?

12 MS. SAHM: No, I worked hard for the assets, me
13 and my husband. He really, really did. And,
14 frankly, if he were still here, none of this would be
15 going on.

16 THE COURT: I get it. I get it. You know, I get
17 that. I'm just trying to tell you that this isn't
18 all evil, you know what I mean. People are looking
19 out for you, that's all they're concerned about. So
20 that's sort of what's going on. So like I say, I
21 mean, had you not revoked all the other documents, we
22 wouldn't be here at all. But, the problem is they've
23 been revoked and now I've got three doctors, or at
24 least two doctors and a, you know, I think she's a
25 social worker, determine that you need a limited

1 guardianship. I don't know if you do or you don't,
2 okay, I mean, that's not --

3 MS. SAHM: Yes. Well, you know, doctors say what
4 they are supposed to say by who pays them.

5 THE COURT: Well they ain't getting paid very
6 much, trust me. The lawyers may have a different take
7 on that, but. The doctors ain't getting paid very
8 much, these guys really do that as a public service
9 to be honest with you because they're getting paid
10 next to nothing, but. They ain't doing it for the
11 money, so I can assure you of that.

12 MS. SAHM: Okay.

13 THE COURT: But that's an opinion, you know,
14 listen, I don't know how long they spend with you,
15 how long were they out there with you, do you know?

16 MS. SAHM: Well, anywhere, you know, from ten
17 minutes to twenty, twenty five, depending on what
18 supposedly is wrong with me.

19 THE COURT: No, no, no, I'm talking about the
20 committee, we sent out three people to interview you.

21 MS. SAHM: Oh, gosh, yes.

22 THE COURT: They spend an hour with you or so?

23 MS. SAHM: There were two of them.

24 THE COURT: Okay. How long they spend with you?

25 MS. SAHM: I would say not even an hour, I think

1 it was a lady and her aunt or niece, something like
2 that, there were two of them.

3 THE COURT: Okay.

4 MS. SAHM: One was actually speaking, the other
5 was watching mostly.

6 THE COURT: Uh-huh. I don't know. All right.

7 MS. O'MALLEY: Your Honor, would you like to hear
8 from Joanna as to what she assists her mom with?

9 THE COURT: Sure.

10 MS. O'MALLEY: Joanna, can you speak to that a
11 bit?

12 MS. J. SAHM: Yes. Since my father passed away,
13 because of the power of attorney and because of the
14 healthcare surrogacy, my father used to take my
15 mother to doctor's appointments. I was living in
16 North Carolina when my father passed away, I
17 immediately sold my home and moved to The Villages.
18 I have a business, had a business in North Carolina.
19 And so when my father passed away I moved to The
20 Villages, bought a place there to be with my mother
21 to be able to assist her with the doctors, her
22 medications. I pay all my mother's bills. I handle
23 everything for her taxes. I handle everything for all
24 of her annual, life insurance, long term care policy,
25 everything since my father passed away, I paid

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1 everything for my mother on her behalf.

2 I kept my business in North Carolina, I
3 commuted back and forth between Florida and North
4 Carolina for a year after my father passed away to be
5 able to run my business up there and to be able to
6 help my mother.

7 My mother's gotten lost driving six times.
8 When she's gotten lost, she calls me to help her to
9 get back home. She also has -- I know, mom, I know
10 you know this is not easy for me to discuss these
11 things but it's important because she's also on five
12 medications that I have set up her medications for
13 her. She's on five different medications for --

14 MS. SAHM: No, I am not.

15 MS. J. SAHM: -- (unintelligible). She's on
16 alendronate, she's on simvastatin, donepezil for her
17 memory and she's also on amitriptyline because she
18 had an IBS that was causing her pain and the
19 amitriptyline stops that pain in her IBS. And these
20 are things that she takes and has taken. And up
21 until a month ago, I'm the one who helps to be able
22 to -- I call her twice a day to take her medications.
23 I go -- at Walgreens I set her medications in two
24 week increments.

25 There's a lot of things that I assist my

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1 mother with like taking her to doctor appointments.
2 Setting -- when we moved, she wanted to move back to
3 Boca in October, I found her her home, we moved her,
4 we sold her home in The Villages. I set up all her
5 new doctors in Boca that are in conjunction with her
6 Medicare insurance to make sure that she's covered.
7 I reset her Medicare in Boca. There are many, many
8 things that I handle for mother.

9 THE COURT: I gotcha.

10 MS. J. SAHM: I'm happy to do it, my father
11 wanted me to do it.

12 THE COURT: I got it.

13 MS. J. SAHM: He trusted me to and I am happy to
14 do all these things for my mother.

15 THE COURT: So, Joanna, where do you live
16 currently?

17 MS. J. SAHM: I relocated to Jupiter.

18 THE COURT: To Jupiter. Okay. And what was the
19 nature of your work, what kind of business you have?

20 MS. J. SAHM: I owned two restaurants and bars in
21 Boone, North Carolina.

22 THE COURT: Okay. All right. You still have
23 those or you sold them or what?

24 MS. J. SAHM: Sold one, the other one, a year ago
25 the lease was up on the building.

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1 THE COURT: Okay.

2 MS. J. SAHM: And when my father died we were
3 getting ready to move the business to a new building
4 but when he died we did not do that.

5 THE COURT: I got you. Okay. All right. And so,
6 what, your mom and dad used to live in The Villages?

7 MS. J. SAHM: They lived in The Villages for
8 fifteen years.

9 THE COURT: I heard about those Villages there.

10 MS. J. SAHM: It's fun there.

11 THE COURT: That's what I've heard. I heard
12 there's a lot of wild stuff going on in The Villages.

13 MS. J. SAHM: For elderly people it's really
14 great.

15 THE COURT: I guess so. Okay. Anyway. So she
16 chose to leave the exciting world of The Villages and
17 go to Boca.

18 MS. J. SAHM: We lived in Boca for thirty three
19 years --

20 THE COURT: Okay.

21 MS. J. SAHM: -- prior to that, so, yes, she
22 wanted to go back home.

23 THE COURT: So how often do you see your mom, I
24 mean, forget about this incident with your sister,
25 how often were you seeing her?

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1 MS. J. SAHM: Before this all happened, I was
2 seeing my mother about four days a week.

3 THE COURT: Okay. And, what, you come by, take
4 her to lunch, take her out, whatever?

5 MS. J. SAHM: Yes.

6 THE COURT: Okay.

7 MS. J. SAHM: Take her to lunch, sometimes go for
8 a walk. She has errands to run, we run errands.

9 THE COURT: Okay.

10 MS. J. SAHM: Whatever she needs to do we do.

11 THE COURT: So what's the problem with you and
12 your sister, outside of she pointed a gun at you, I
13 mean, I'm minimizing that, but, I mean, what's going
14 on with you two?

15 MS. J. SAHM: You know, just, we just -- we're
16 very different people. We're very different people
17 and we feel differently about things, about our
18 parents, about everything and I've watched what's
19 happening with my sister go on for a very long time.
20 And when she came in December, she wanted to come to
21 Florida for the winter. So in December she got there
22 and I, since I saw my mom frequently, would stay away
23 because she needs to spend time with my mother, too,
24 it's not just about me spending time with my mother,
25 it's about her spending time with my mother.

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1 But I also look after things for my mother
2 and my mom has a cognitive impairment and a diagnosed
3 dementia and so I would say things to my sister, you
4 can't expect mom to put your dogs in the bathroom
5 when you leave the house, because she's not gonna
6 remember that. And these comments would turn into
7 huge arguments about everything, everything. And I
8 used to say, about a year and a half ago, I saw a
9 change in the way she treated me about everything.
10 Because I also pay all of her bills at her house in
11 North Carolina on behalf of my mother. Because my
12 mother owns a second home in North Carolina and my
13 sister lives in it. So I pay all of those bills on
14 behalf of my mother for my sister. And whenever
15 there's something to take care of in the house, it's
16 this huge argument for no reason at all when I just
17 am trying to handle things on behalf of my mother.

18 THE COURT: Okay. All right. Well --

19 MS. PATWELL: Just to be -- I've spoken, and
20 Ms. Sahm, the IAG can speak to The Court about this.
21 She loves both her daughters. She is not
22 particularly thrilled about Joanna filing the
23 guardianship on her --

24 THE COURT: Well nobody is but, you know what, I
25 got three expert opinions saying she needs a limited

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1 guardianship, so, you know, this isn't just made up
2 out of thin air.

3 MS. PATWELL: And I understand, Your Honor. I
4 would just ask, you know, I would ask if you ask
5 Ms. Sahm who --

6 THE COURT: You're breaking up, Amber, I can't --

7 MS. PATWELL: I apologize, Your Honor, I would
8 just ask that you discuss with the IAG who she would
9 want to take care of things if we need anything at
10 all and obviously I would just ask The Court to
11 consider a less restrictive alternative, even a
12 guardian advocate or something like that for her and
13 ask who she wants to do that.

14 MS. O'MALLEY: We had prepared a designation of
15 (unintelligible) guardian, I believe, that appointed
16 Joanna, as well.

17 THE COURT: Okay. So I don't know, Patty, who
18 would you want to be -- if I was gonna appoint
19 somebody, who would you want that person to be?

20 MS. SAHM: Well I love both daughters and they're
21 both nearby. Well, the one daughter will go up to
22 North Carolina for the summer. She is a pet sitter
23 up there and everybody's waiting for her to get
24 there.

25 THE COURT: Sounds like Joanna's done a pretty

1 good job looking out for you, to be honest with you.

2 MS. SAHM: She has. They both have. Yeah,
3 Joanna's been real good, absolutely, good daughter,
4 I'm very lucky.

5 THE COURT: Okay.

6 MS. SAHM: But, you know, for instance, the
7 pills, she's (unintelligible) I don't take that many
8 pills, by the way. But, I mean --

9 THE COURT: Okay. Regardless, that's neither
10 here nor there right now, so.

11 MS. SAHM: But, anyhow, Patty gives me those
12 pills, Joanna gives them when she's here. But I
13 don't, frankly I don't want to take as many as I have
14 to.

15 THE COURT: Okay. So, let me have you guys do
16 this, Eileen and Amber, I mean, you know. I mean,
17 Amber, I don't know if -- if I set this for hearing,
18 are you gonna be offering any other expert opinion or
19 what?

20 MS. PATWELL: Yes, Judge, depending on how long
21 you give us, we will be -- yes, I would like to get
22 our own independent evaluation, if we have time to do
23 that.

24 MS. O'MALLEY: Your Honor, we would object, I
25 mean, I think the three evaluations were pretty

1 clear. This is just gonna be a drain on Ms. Sahm's
2 finances.

3 THE COURT: Well, you know what, people want to
4 see how money goes in guardianship court, you're
5 looking at it right now, folks. Okay. You're gonna
6 go hire an independent expert to do what, for what,
7 \$25,000.00 they'll do an evaluation and tell me what?

8 MS. PATWELL: Well we -- that she wouldn't need
9 any assistance at all or any guardianship, Your
10 Honor, that she isn't incapacitated. I mean, The
11 Court even said that she, you know, she sounds --

12 THE COURT: Well I'm not an expert so, does she
13 sound good, yeah, she sounds good, okay. I'm hearing
14 a little different version from her daughter.

15 MS. PATWELL: I'd agree, that's why I say there's
16 some family drama, there's other things, there's a
17 lot of things going on and I think that there are
18 adverse interests here, Your Honor.

19 THE COURT: Well I don't know what those adverse
20 interests are, that's what I'm trying to figure out.
21 I haven't heard any yet.

22 MS. PATWELL: Well we do have Ms. Garcia who
23 knows more about the foreclosure case, she represents
24 the Bernsteins.

25 MS. O'MALLEY: That has nothing to do with the

1 guardianship.

2 THE COURT: What does a foreclosure case have to
3 do with anything?

4 MS. PATWELL: Well, because, Your Honor, there
5 were some --

6 THE COURT: As I understand, Patty would be owed
7 money from the Bernsteins.

8 MS. PATWELL: Right.

9 THE COURT: I don't know how much money. But if
10 they're gonna forget about it and they don't really
11 care and good luck, then who cares about the
12 Bernsteins. Why is that being interjected into this
13 case?

14 MS. PATWELL: Because we believe that that was
15 the initial loss, the foreclosure lawsuit was the
16 reason that these guardianship proceedings were
17 initiated, Your Honor. And that's our concern. And
18 there is --

19 THE COURT: Well Joanna already said she's
20 willing to just forego that, she didn't --

21 MS. PATWELL: No, that's not correct, they were
22 actually entering into settlement negotiations.

23 THE COURT: Okay. Well, whatever. Well how much
24 money do the Bernsteins owe Patty?

25 MS. PATWELL: Well they are agreeing to pay, Your

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1 Honor, \$205,000.00 to Ms. Sahm.

2 THE COURT: No, no, no, that's not my question,
3 how much do they owe her?

4 MS. PATWELL: We have a Final Judgement for
5 \$380,353.00.

6 THE COURT: Okay. So there you go. So they got
7 a Final Judgement, so if they negotiate it what do I
8 care, what's that got to do with anything?

9 MS. PATWELL: Well, Your Honor, we --

10 THE COURT: I mean, the money isn't going to
11 Joanna, the money's going to Patty, so, it's her
12 money. Hopefully she'll live to 181 and she'll have
13 money to live on.

14 MS. J. SAHM: Right, that's what this about,
15 making sure my mother's taken care of.

16 THE COURT: So I don't understand how the
17 Bernsteins are even here or got anything to do with
18 this, to be perfectly honest with you. Okay.

19 MS. GARCIA: Would you like me to explain to you
20 why I think it's relevant?

21 THE COURT: Not really. I mean, they already
22 have a judgement against these people so what's the
23 relevance. If they can collect the judgement, good
24 luck, if they can't, they can't. Who gets the money
25 if they collect it, Inger?

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1 MS. GARCIA: Right now if it was collected,
2 Joanna has been the one that has been handling all
3 the cases.

4 THE COURT: Yeah.

5 MS. GARCIA: The problem is --

6 THE COURT: On behalf of who?

7 MS. GARCIA: That's the problem. She hasn't been
8 communicating at all with her mother and her mother
9 wasn't even aware of settlement offers that were
10 made. Wasn't aware that three different attorneys
11 filed pleadings, (unintelligible) --

12 THE COURT: Okay. Well, you know what, I
13 think -- I don't even know what you guys are doing
14 here to be perfectly honest with you. You got
15 nothing to do with this as far as I'm concerned. If
16 they collect on the judgement, good luck to them. If
17 they don't, not my problem, I'm here for a
18 guardianship case.

19 MS. GARCIA: There's a settlement agreement
20 already signed.

21 THE COURT: Okay. Good. So that's great. So
22 Patty will get that much more money to have available
23 to her, good.

24 MS. SAHM: But I don't really want a guardian, I
25 really don't want a guardian, I don't like that

1 terminology.

2 THE COURT: Okay. I'll call it a loving
3 daughter, how's that?

4 MS. SAHM: Sounds a lot better.

5 THE COURT: We'll appoint a loving daughter to
6 look out for you. That's all we're trying to do,
7 Patty, is look out for you, really.

8 MS. SAHM: And I have two, two of them that both
9 look out for me.

10 THE COURT: I understand that but why don't I
11 appoint them both and then they can each shoot each
12 other or throw knives at each other, I mean, really.
13 You got one daughter who's accused of pointing the
14 gun at the other, you really think that's a good
15 thing?

16 MS. SAHM: No, it's not a good thing.

17 THE COURT: All right. So, I mean, you know, I
18 see all kinds of family drama, I don't see that too
19 often fortunately.

20 MS. SAHM: No. Well the gun wasn't loaded but
21 that was very improper, no doubt about that.

22 THE COURT: Okay. Well anyway, that's for
23 another day as well. That's not for today. Listen,
24 Eileen --

25 MS. O'MALLEY: Yes, sir.

1 THE COURT: -- my intention is to set this in
2 about two, three weeks to give you and Amber a chance
3 to try and talk and resolve this thing. If you're
4 unable to, we'll have a hearing. And, you know what,
5 if -- you need to subpoena the doctors, I guess, if
6 they're not stipulating to the reports.

7 MS. O'MALLEY: All right. Could we also have a
8 hearing on, may I make an ore tenus motion to strike
9 the objections?

10 THE COURT: Well, I mean, file a written motion
11 and I'll rule on it, I mean.

12 MS. O'MALLEY: Okay.

13 THE COURT: And if they're gonna come in with
14 other doctors, okay, go spend more money, whatever,
15 you know, I mean, I'm trying to keep this simple and
16 do --

17 MS. SAHM: Well I have, you know, just
18 interjecting here, I do have other people that are
19 willing to, you know, tell --

20 THE COURT: That's great because guess what,
21 we're gonna -- I'll block a day and we can have a
22 hearing and it will be in person and you can all come
23 to court and not hide on Zoom. Because this is
24 ridi -- this is not a functional way to have a good
25 evidentiary hearing. So you want to come to court,

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1 we'll be glad to do that.

2 MS. SAHM: That's fine with me.

3 THE COURT: Okay. So I would say, Eileen and
4 Amber, you need to --

5 MS. SAHM: I don't know where your court is? I
6 don't know where your courtroom is.

7 THE COURT: It's in Delray Beach. I'm sure
8 Joanna will be glad to pick you up and take you here.

9 MS. SAHM: Or Patty, either one.

10 THE COURT: Right. Or Patty.

11 MS. SAHM: The other daughter (unintelligible),
12 they've both been very good to me.

13 THE COURT: Right. No guns in the courthouse,
14 though, Patty, so.

15 MS. O'MALLEY: All right, Your Honor, so should
16 we reach out to your JA?

17 THE COURT: I would reach out to JA, get a
18 hearing date. I would talk, see if you can't, I
19 mean, listen, from what I see this, to the extent
20 it's limited, this sounds pretty limited.

21 MS. O'MALLEY: I appreciate that, Your Honor, we,
22 you know, we thought that everything was all taken
23 care of so this wouldn't have happened.

24 THE COURT: Well unfortunately it's happening,
25 so. I would say reach out, get a date. If you think

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1 you need a full day, get a full day and we'll do what
2 we got to do.

3 MS. SAHM: Your Honor, I do have a lot of
4 alternative people to help me, it's not like I'm
5 sitting here in a dizzy spell here. I have a lot of
6 people that do, you know, not just the daughters but
7 other people, as well.

8 THE COURT: That's great. So -- so, Patty, you
9 know what it is Patty, let me tell you what is it,
10 okay. What it is is having one daughter legally
11 designated to keep tabs on you. Because obviously,
12 I'd love to have both but they don't get along so I
13 can't have daughters pointing guns at each other.
14 Okay. But the point is, it's somebody looking out for
15 you. Okay. So that some -- listen, there are a lot
16 of, shall we say, unethical people out there who look
17 to take advantage of certain people, who are willing
18 to jump on it every chance they get. So it's always,
19 you can have a million friends helping you, that's
20 great. Okay. But it's also good to have family.

21 MS. SAHM: Well they're nieces and nephews.

22 THE COURT: Yeah, okay. Well whoever they are.
23 Okay. So you'd rather have me appoint a niece or
24 nephew?

25 MS. SAHM: As many people as you can appoint

1 because they all know that I'm okay.

2 THE COURT: Okay. So we'll have a hearing and
3 we'll see and you can present your evidence and we'll
4 go from there. Okay. Obviously I can't do this in
5 a fifteen minute hearing that's already taken about
6 an hour. Okay.

7 So I'm gonna recess this. Eileen and Amber,
8 you guys can see if you can come to some agreement,
9 if you can't, you need to reach out to my JA, tell
10 her how much time you need, if it's a day or two days
11 or three days, whatever it is, don't undercut it.
12 And we'll hear your case.

13 MS. O'MALLEY: Yes, Judge, thank you very much.

14 THE COURT: All right. Thank you, folks. We'll
15 be in recess pending further hearing in this matter.
16 Thank you all.

17 (Thereupon, the court proceedings are in recess
18 at 10:49 o'clock, a.m.)

19
20
21
22
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24
25

C E R T I F I C A T E

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, FAITH BELL, C.E.T., being an Official Transcriptionist of electronically recorded proceedings in the Fifteenth Judicial Circuit, as authorized by Administrative Order 2.503-2/23, do hereby certify that I was authorized to and did transcribe the foregoing proceedings before the Court at the time and place aforesaid, and the preceding pages, numbered from one through forty four, inclusive, represent a true and accurate transcription of the Fifteenth Judicial Circuit Court Reporting Services electronically recorded proceedings which took place on the 23rd day of May, 2023.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.



FAITH BELL, C.E.T.
Certified Electronic Transcriber
Fifteenth Judicial Circuit

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA
PROBATE DIVISION "IZ"

CASE NO: 50-2023-GA-000245-XXXX-MB

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,
An incapacitated person.

PROCEEDING

PRESIDING: HONORABLE SAMANTHA SCHOSBERG FEUER

Monday, May 13, 2024
Judge Daniel T.K. Hurley Courthouse
205 North Dixie Highway
West Palm Beach, Florida 33401

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APPEARANCES:

ON BEHALF OF KEVIN HALL:

PRO SE

ON BEHALF OF PATRICIA SAHM, JR.:

INGER GARCIA, ESQUIRE
6877 Royal Palm Beach
West Palm Beach, Florida 3412

ON BEHALF OF CHARLES J. REVARD, THE GUARDIAN:

KATHRYN LEWIS, ESQUIRE
631 U.S. Highway One, Suite 406
North Palm Beach, Florida 33408

1 BE IT REMEMBERED that the following proceedings
2 were had in the above-entitled cause of action before the
3 HONORABLE SAMANTHA SCHOSBERG FEUER, one of the Judges of
4 the aforesaid Court, at the Daniel T.K. Hurley Courthouse,
5 205 North Dixie Highway, located in the City of West Palm
6 Beach, County of Palm Beach, State of Florida, on Monday,
7 May 13th, 2024, with appearances as hereinbefore noted,
8 to-wit:

9 * * * * *

10 THE COURT: So the recording's on, we're on
11 23GA245 and we're here regarding standing for
12 Mr. Hall. And we have Mr. Hall here and we have
13 quite a few other people who are here. I don't know
14 if we want to do announcements for the record.

15 MS. LEWIS: Sure, Your Honor, Kathryn Lewis on
16 behalf of Charles Revard, he is the court appointed
17 guardian for Patricia A. Sahm, the ward.

18 THE COURT: Okay. We have a couple other court
19 watchers here, can you announce yourself for the
20 record, please, starting with Luisa with the iPad
21 Pro.

22 MS. ESPOSITO: Good morning, Your Honor, my name
23 is Luisa Esposito and I'm a court watcher on behalf
24 of Kevin Hall and Elliott Bernstein and family.

25 THE COURT: Okay. We have Kisgo.

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1 MS. KISGO: I am a friend of the Sahm family.

2 THE COURT: Okay. We have Candace Bernstein.

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

5 THE COURT: Okay. And who are you related to?

6 MS. BERNSTEIN: All parties.

7 THE COURT: Okay. We have someone named Valerie.

8 MS. VALERIE: Good morning, Your Honor, I'm
9 working with Inger Garcia.

10 THE COURT: With who?

11 MR. BERNSTEIN: Inger Garcia who's the attorney
12 for [REDACTED], the daughter of Pat Sahm Senior.

13 THE COURT: Okay.

14 MR. BERNSTEIN: And she's running a minute late,
15 Your Honor, she asked me to notify you that she's
16 with Judge (Unintelligible).

17 THE COURT: Okay. And you're Elliott Bernstein,
18 correct?

19 MR. BERNSTEIN: Correct.

20 THE COURT: Okay. And who has the number ending
21 in 6848? 6848? If you're unable to announce
22 yourself, I'm going to remove you.

23 MS. SAHM, JR.: Hello, this is Pat Sahm Junior,
24 for my mother, Pat Sahm Senior, and Inger Garcia is
25 my attorney.

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1 THE COURT: Okay. And then we have one more
2 person with an iPhone, ma'am, with the glasses, yes,
3 ma'am, please announce yourself. Ma'am. Ma'am, are
4 you able to announce yourself, you're on mute. Still
5 on mute. Do you know how to unmute yourself?

6 MS. BAILEY: I'm Margo Bailey, a friend of the
7 Sahm family.

8 THE COURT: Okay. All right. I think that's
9 everybody. So, Mr. Hall, how would you like to go
10 forward to substantiate that you believe that you
11 have standing in this matter?

12 MR. HALL: Well, just for clarification, the
13 order setting the hearing notices DE number 141 which
14 was a Motion to Vacate (unintelligible) Mandatory
15 Disqualification of Judge Burton which brings up
16 D-118, which was the order granting the Motion to
17 Strike but it also brought up other orders, as well.
18 So, just the clarification as to what Counsel Lewis
19 had informed The Court because that's not what the
20 notice setting the hearing says.

21 THE COURT: Okay. Well I do see the order
22 setting hearing and it does say motions to be heard,
23 141, regarding Motion to Vacate or Reconsider Prior
24 Orders, am I wrong?

25 MR. HALL: Right, right.

1 MS. LEWIS: So what it says, Your Honor, is, you
2 know, Mr., I wasn't really sure how to style
3 Mr. Hall's motion, I did the best I could.
4 (Unintelligible) and it says, Court to hear argument
5 re-vacating docket entry 118, order granting motion
6 to strike Kevin Hall's Notice of Appearance as
7 interested person only.

8 THE COURT: Okay. All right. Well, regardless,
9 do you agree, Ms. Lewis, that Mr. Hall needs to go
10 first as the party that needs to substantiate
11 standing?

12 MS. LEWIS: Absolutely, Your Honor.

13 THE COURT: Okay. All right. How would you like
14 to go forward, Mr. Hall, on your motion?

15 MR. HALL: Well the first thing I add, you know,
16 the Kitroser firm has been asked to stipulate as to
17 standing, as regards to standing the (unintelligible)
18 stipulate that the only, to the extent there is any
19 valid guardianship over Pat Sahm Senior, who I note
20 is not here.

21 MS. LEWIS: Your Honor, I need to interrupt, can
22 we ask Mr. Hall to turn on his video, please?

23 THE COURT: Yeah, you know, that's a good point.
24 Mr. Hall, can you please turn on your video?

25 MR. HALL: I'll turn my video on briefly. This

1 is a non-evidentiary hearing and I'm in the process
2 of getting some medical treatment so I'll turn it on
3 briefly. If you want me to raise my right hand, I
4 don't know to what extent Counsel Lewis, you know --

5 THE COURT: Well, no, I mean, it makes a good
6 point, you know, if I have lawyers coming in front of
7 me, I would have them show their video. So you're
8 representing yourself and I'd like to, you know, see
9 you so I can see you face to face, just like if you
10 were in court.

11 MR. HALL: That's fine.

12 MR. BERNSTEIN: Your Honor, this is Elliott
13 Bernstein again, Inger Garcia, the attorney for
14 Junior is in the waiting room and she asked that you
15 let her in, please. Is anybody hearing me?

16 THE COURT: I am, I'm doing that. Thank you.

17 MR. BERNSTEIN: Okay. Thank you.

18 THE COURT: Okay. Mr. Hall, hello. Okay. All
19 right. And so, who just joined us recently, we have
20 Ms. Garcia who's here and then somebody else just
21 joined us, correct?

22 MS. GARCIA: Yes, Your Honor, good morning, I
23 apologize for being late, I was in front of Judge
24 Kelly.

25 THE COURT: Okay. So we're going forward on

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1 Mr. Hall and whether he has standing at this time to
2 be involved in this case. Okay. Go ahead.

3 MR. HALL: So, again, to the extent there is any
4 (unintelligible) guardianship ongoing in this case,
5 I know that Pat Sahm Senior is not here, she is the
6 obvious subject of the guardianship and the
7 guardianship, I believe, by law is designed to check
8 Pat Sahm Senior. So the fact that the stipulation
9 that the Kitroser firm would like, I'm happy to
10 stipulate that the only aspects of any guardianship,
11 to the extent there is a valid one, that I receive
12 standing in is any matters relating to the Bernstein
13 Family Realty, the real estate and litigations
14 against BFR including the hiring of Mr. Sweetapple
15 and as well as any litigation against the owners of
16 BFR, which is Joshua, Jacob and Daniel Bernstein. So
17 I'm happy to stipulate that those would be the only
18 matters that I would have standing in. If the
19 Kitroser firm would like to stipulate we can just
20 move on from there.

21 MS. LEWIS: No, sir, we do not so stipulate.

22 THE COURT: Okay.

23 MR. HALL: Okay. So I'm gonna move forward the
24 record here just in a general objection to the extent
25 that any order is issued denying standing, the most

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1 important party for this entire case, Pat Sahm Senior
2 is not present.

3 THE COURT: And you said, I'm sorry, I'm sorry,
4 so why do you believe that Pat Sahm Senior needs to
5 be present?

6 MR. HALL: Is Your Honor really asking me that
7 question?

8 THE COURT: Why do you believe that Pat Sahm
9 Senior needs to be present for this hearing?

10 MR. HALL: Well I know what you're asking me but
11 are you really asking me that?

12 THE COURT: Why do you believe Pat Sahm Senior
13 needs to be here?

14 MR. HALL: Well I think by law, this is a
15 guardianship proceeding that's designed to protect
16 Pat Sahm Senior, correct?

17 THE COURT: And Pat Sahm Senior is not here
18 because why, does anybody know? Mr. Hall, do you
19 know?

20 MR. HALL: No. In fact, what I would -- I know
21 it's a non-evidentiary hearing but I will state for
22 the record under oath, I've had no contact with Pat
23 Sahm Senior since the very first appearance in the
24 case where the Kitroser firm was not present and the
25 guardian, Charlie Revard, had not been suggested yet.

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1 And during that Zoom hearing, Pat Sahm Senior made it
2 very clear that she voluntarily was waiving any
3 rights and wanted people to appear in the
4 guardianship for purposes of protecting her. She
5 also, what I informed Judge Burton of that time, I'm
6 happy to put in a sworn affidavit or an evidentiary
7 hearing, is that she specifically had asked me at
8 least three times to participate in these proceedings
9 because she was concerned of what her daughter,
10 Joanna Sahm, was doing to her, through this
11 guardianship.

12 THE COURT: Okay. Well I'm just trying to find
13 out why Pat Sahm Senior's not here. Ms. Garcia, what
14 do you say?

15 MS. GARCIA: Well her attorney, Ms. Patwell, has
16 resigned a while back and she doesn't have an
17 attorney appointed. My client, Patty Junior, speaks
18 to her daily, numerous times a day, and no one is
19 there to help her be on a Zoom. Because she doesn't
20 have a lawyer and there's no one to help her
21 electronically to get on a Zoom.

22 THE COURT: Okay. Ms. Lewis, did you want to
23 say --

24 MS. LEWIS: Well, that's a false statement, Your
25 Honor, because Ms. Sahm does have care givers so

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1 there are people in the house that are willing to
2 help her get on Zoom. Nobody requested Ms. Sahm's
3 appearance today. This is a non-evidentiary court
4 hearing. As this Court is well familiar, it is not
5 the practice in Palm Beach County to force
6 incapacitated persons to appear at every single
7 hearing regarding this guardianship. If anybody --

8 MR. HALL: (Unintelligible) --

9 MS. LEWIS: Mr. Hall (unintelligible) --

10 THE COURT: Mr. Hall, listen. Mr. Hall, this is
11 how it's gonna go. I let you talk and then I call on
12 other people. If you interrupt again, I'm going to
13 admonish you again and if I have to, I might remove
14 you if you continue to interrupt. Okay. So don't do
15 that, please. Okay. Go ahead, Ms. Lewis.

16 MS. LEWIS: This is a non-evidentiary hearing,
17 this deals with purely legal matters. If Mr. Hall
18 wanted to submit anything or request Ms. Sahm's
19 presence at the hearing, the time to do that would
20 have been well before today's hearing. And any
21 attempt by him today to demand any kind of
22 continuance or anything like that because of Ms. Sahm
23 is merely another attempt to delay this case and --

24 THE COURT: Well why don't we just try to, can we
25 get Ms. Sahm on the Zoom, why can't --

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1 MS. LEWIS: I can try but I don't even know who
2 to call because I don't have a list of her care
3 givers. I would have to call my client, who's not
4 here today because, again, this is a non-evidentiary
5 hearing. But I can try to call my client. I think
6 this is merely just delaying this proceeding.

7 THE COURT: Well it might be a delay but the
8 bottom line is, is that Ms. Sahm's attorney or her
9 aren't here and in erring on the side of caution, I
10 think we should at last try to get her here.
11 Ms. Garcia, did you want to say something?

12 MS. GARCIA: I can get her phone number from
13 Patty Junior for you right now, Your Honor.

14 THE COURT: Okay.

15 MS. LEWIS: Well, no, Your Honor, I think that
16 the contact should probably go through the guardian.
17 I think that my client -- my client (unintelligible)
18 to be present and as Ms. Sahm's guardian, he should
19 be informed as to what's happening.

20 THE COURT: Okay. So we're gonna pause for about
21 five minutes and see if we can get her on. Okay.

22 MR. HALL: Your Honor --

23 (Thereupon, the court proceedings in a brief
24 recess.)

25 THE COURT: Okay, everybody, it's been a few

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1 minutes.

2 MS. LEWIS: Thank you, Your Honor, I was able to
3 speak to my client, Mr. Revard, he is going to be
4 joining the Zoom, so he may be in the waiting room or
5 will be there shortly. He does understand that The
6 Court will make an attempt to conference Ms. Sahm
7 into the hearing.

8 THE COURT: Okay. So, I don't see anybody in the
9 waiting room.

10 MS. LEWIS: He is at work but he said he was
11 gonna do his best.

12 THE COURT: Okay. So, are we waiting or what are
13 we doing?

14 MS. LEWIS: I'm ready if Your Honor wants to try
15 to conference Ms. Sahm Senior into the hearing.
16 Ms. Garcia did put her phone number into the chat.

17 MS. SAHM: Hello.

18 THE COURT: Ms. Sahm, is this Ms. Sahm?

19 MS. SAHM: Pardon me?

20 THE COURT: Ms. Sahm?

21 MS. SAHM: Yes.

22 THE COURT: This is Judge Samantha Schosberg
23 Feuer, I'm calling from court, we're on a Zoom
24 hearing, 23GA245. This is a Zoom hearing with regard
25 to whether Mr. Hall has standing to participate in

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1 these hearings. And to file a Motion to Vacate
2 previous court orders. Can you hear me okay?

3 MS. SAHM: I can. It's just, I'm trying to
4 assimilate this into my head because I don't know
5 quite what it's about.

6 THE COURT: Okay. How do you know Mr. Hall?

7 MS. SAHM: Mr. Who?

8 THE COURT: Mr. Kevin Hall.

9 MS. SAHM: I know the name but I don't know him
10 directly.

11 THE COURT: Okay. You don't know him directly.
12 Okay. Do you have an attorney representing you?

13 MS. SAHM: For what purpose?

14 THE COURT: For any purpose?

15 MS. SAHM: No.

16 THE COURT: All right. So, Mr. Hall, let's move
17 forward now because we have Ms. Sahm on the line.
18 Okay.

19 MS. SAHM: What does that mean?

20 THE COURT: That means that you're here for this
21 hearing. I just need you to hang on, okay, as long
22 as you can hear.

23 MS. SAHM: But I'm not there, I'm here.

24 THE COURT: Right, but it's a hearing by Zoom.
25 Would you like to get on the Zoom?

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1 MS. SAHM: I don't know how that, I'm way back in
2 the 1950's, I have not come forward with all the
3 things --

4 THE COURT: Oh, that's okay. Do you have anybody
5 there with you right now or are you by yourself?

6 MS. SAHM: By myself.

7 THE COURT: Do you know how to operate an iPhone?

8 MS. SAHM: No.

9 THE COURT: What kind of phone do you have?

10 MS. SAHM: Well it's a little flip phone that I'm
11 talking to you on right now.

12 THE COURT: Okay. All right. Well, would you
13 like to be able to participate by Zoom in this
14 hearing?

15 MS. SAHM: Sure, but I don't know if you're gonna
16 be able to hear me.

17 THE COURT: Well, do you have someone who can
18 help you set up a Zoom?

19 MS. SAHM: No.

20 THE COURT: Well not today but if there's another
21 day.

22 MS. SAHM: Well my daughter can when she's back
23 but she's up in Canada right now, but when she comes
24 back she can do it.

25 THE COURT: Okay. Is that the only person that

1 can help you participate in a Zoom?

2 MS. SAHM: Pretty much.

3 THE COURT: Okay. Why don't you -- are you able
4 to come to court?

5 MS. SAHM: Where is the court?

6 THE COURT: In West Palm Beach.

7 MS. SAHM: I've been up there, I haven't been
8 there any time recently, no.

9 THE COURT: Where do you live?

10 MS. SAHM: I live down from there in Boca Raton.

11 THE COURT: Okay. Do you -- how do you get your
12 groceries, do you get groceries, do you go to the
13 grocery store?

14 MS. SAHM: Yes, right up the street.

15 THE COURT: Okay. Do you drive?

16 MS. SAHM: I can drive. I haven't driven in a
17 while, my daughter doesn't want me to.

18 THE COURT: Okay.

19 MS. SAHM: I guess old age means all these things
20 you're not supposed to be able to do anymore.

21 THE COURT: Well that's okay. Well, we need to
22 figure out a way that you can either participate by
23 Zoom or actually come to the courthouse.

24 MS. SAHM: Well what does Zoom entail?

25 THE COURT: It's like a Facetime call, did you

1 ever use a Facetime call?

2 MS. SAHM: I've heard of that.

3 THE COURT: Right.

4 MS. SAHM: But I don't know if I have the
5 equipment here in the house to do something like
6 that.

7 THE COURT: Have you ever participated in these
8 court hearing before?

9 MS. SAHM: Yeah, but I was there at that time, my
10 daughter drove me there. But would you tell me
11 specifically what this specific court hearing is
12 about?

13 THE COURT: Mr. Hall is moving to vacate previous
14 court orders that a previous judge entered and
15 Mr. Hall would like to be participating in this case
16 and there is some question as to whether or not he's
17 able to participate.

18 MS. SAHM: Who will participate, what were those
19 last couple words?

20 THE COURT: There's a question as to whether or
21 not Mr. Hall is actually able to participate.

22 MS. SAHM: Oh, I thought he was out of town
23 somewhere, I've heard his name.

24 THE COURT: Well he's on the Zoom.

25 MS. SAHM: Okay. I guess you can be on Zoom from

1 a lot of places.

2 THE COURT: Yeah. So would you like to either
3 get on a Zoom or be in person? Because if I reset
4 this, I'm gonna make sure that you're notified to be
5 here one way or the other and you need to either
6 be --

7 MS. SAHM: Could you just tell me specifically
8 what the entire thing is about?

9 THE COURT: Really it would take me a long time
10 to do that.

11 MS. SAHM: Can you shorten it and just give me
12 the main thing?

13 THE COURT: The main thing is whether or not
14 Mr. Hall has standing to participate in this
15 guardianship matter, is the question.

16 MS. SAHM: What's the guardianship?

17 THE COURT: Ms. Lewis, would you like to assist
18 me here?

19 MS. LEWIS: Sure. Good morning, Ms. Sahm, I
20 represent your nephew Charlie, you know who Charlie
21 is?

22 MS. SAHM: Yes, I know Charlie.

23 MS. LEWIS: Okay. So I'm Charlie's lawyer, okay,
24 Charlie's your guardian.

25 MS. SAHM: Charlie's way up in Indiana, he's not

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1 down here you know that?

2 MS. LEWIS: He is in Indiana but through
3 computers we're all able to be on the screen here
4 today. So I'm Charlie's lawyer, okay, and Charlie's
5 your guardian, do you understand what that means?

6 MS. SAHM: He is my guardian allegedly?

7 MS. LEWIS: Yeah, do you know what that means?

8 MS. SAHM: But then, again, my daughter who's
9 right here with me, she lives very close to me here
10 down in Boca Raton. She kind of took over for
11 Charlie because of the fact that he's way up in
12 Indiana.

13 THE COURT: I thought you said your daughter's in
14 Canada.

15 MR. HALL: She is in Canada.

16 MS. SAHM: She went there on a vacation but she's
17 on her way back now. Yeah, but she's up there, she's
18 on her trip home, she took that railroad train from
19 east to west and she's up there and she's
20 (unintelligible), she's on her way back now.

21 THE COURT: Okay.

22 MS. SAHM: She's just gone about a week.

23 THE COURT: Okay. I'm sorry, Ms. Lewis, go
24 ahead.

25 MS. LEWIS: All right. So, Ms. Sahm, you know,

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1 do you know what it means to have a guardian?

2 MS. SAHM: Well, yeah, semi, if this is about me
3 needing a guardian, (unintelligible).

4 MS. LEWIS: Your Honor, I'm having a really hard
5 time hearing Ms. Sahm.

6 THE COURT: Hold on, Ms. Sahm, Ms. Sahm, you were
7 talking into the phone but now you're not talking
8 into the phone. I need you to talk into the phone.

9 MS. SAHM: Well I am trying to talk into the
10 phone. Okay. This is the situation, I'm not as sharp
11 as I used to be, however, I'm physically to the point
12 where I walk every day for at least thirty minutes
13 minimum out, you don't know where I live here, but I
14 walk out to the, passed the guard house out to the
15 main road and then follow it back. And I get about
16 thirty minutes of walking in that some, an imbecile
17 can't do. I'm not that way, and I don't why
18 everybody thinks I'm so far gone because I'm really
19 not that far gone. It's hard to explain really. But
20 I (unintelligible), I walk every day.

21 I talk to other people who I know, my
22 nephews and so forth. I was at my nephew's house
23 yesterday for dinner. I do have them here, several
24 nephews. So, here meaning in the vicinity, not in
25 the house but in the vicinity. But I don't think I'm

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1 as far gone as some of these people must think I am.

2 THE COURT: Okay. Well, the long and the short of
3 it is what, what we're gonna do, and you, I'm not
4 entirely sure as to whether Ms. Sahm must be here for
5 the purposes of this hearing. I don't think it's --

6 MS. LEWIS: May I opine?

7 THE COURT: Sure.

8 MS. LEWIS: I don't think there's any reason that
9 Ms. Sahm needs to be present for this hearing. I
10 hate to say it on the phone, she's already
11 demonstrating some (unintelligible). Candidly, my
12 fear --

13 MR. HALL: Objection.

14 MS. LEWIS: -- is that if Your Honor orders
15 Ms. Sahm to be present for this hearing, it is going
16 to evolve into a circus. There are going to be
17 parties who are going to try to examine her, cross
18 examine her and potentially manipulate her.

19 THE COURT: Well I don't know that she is going
20 to be testifying or not, it's just to whether or not
21 she has a right to be at this hearing.

22 MS. LEWIS: I think she absolutely has a right to
23 be at the hearings, I think the question is whether
24 or not we need to reset this another day if she's not
25 going to be testifying. I think she can listen to

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1 this over the phone. There are plenty of other
2 people that are on the phone today.

3 MS. SAHM: Your Honor, excuse me --

4 THE COURT: Yes, Ms. Sahm.

5 MS. SAHM: -- can you tell me exactly precisely
6 what this is about?

7 THE COURT: Ms. Sahm, listen, again, it is, and
8 I understand that you have a guardian and this is --

9 MS. SAHM: Well my daughter is actually because
10 she lives down here.

11 THE COURT: Okay. Your son is the court appointed
12 guardian.

13 MS. SAHM: My who is?

14 THE COURT: I'm sorry, your nephew, excuse me,
15 your nephew.

16 MS. SAHM: You mean Charlie Revard?

17 THE COURT: Charlie, yes.

18 MS. SAHM: Okay. Now, again, I'm gonna explain
19 this, Charlie lives in Indianapolis, Indiana, he's
20 not down here at all.

21 THE COURT: Understood.

22 MS. SAHM: Once in a while I talk with him
23 because he's my nephew. But he's not anywhere, he's
24 500 miles away from here, how can anybody like that
25 be a guardian? My daughter is my guardian, at least

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1 that's what we told The Court and The Court said it
2 was okay. Because my daughter lives down here.

3 MS. LEWIS: So just to clarify, Your Honor,
4 Ms. Sahm's daughter, Joanna, is her trustee.

5 THE COURT: Okay. And who was the previous lawyer
6 who represented Ms. Sahm?

7 MS. LEWIS: That was Amber Patwell, Your Honor.

8 THE COURT: And she was discharged when?

9 MS. SAHM: Oh, that's been a long time ago,
10 that's over a year ago.

11 MS. LEWIS: She resigned with an agreement that
12 we made in court because I was seeking to depose her
13 over her refusal to resign and she agreed that she
14 would resign from these proceedings in exchange for
15 not pursuing a deposition.

16 THE COURT: Okay.

17 MS. SAHM: In exchange for what?

18 THE COURT: She wasn't gonna give a deposition so
19 she resigned. Okay. All right, Ms. Sahm, if you
20 could just --

21 MR. HALL: Your Honor --

22 THE COURT: No, no, hang on one second.
23 Ms. Sahm, if you could just be there on the phone,
24 okay, I'm gonna talk to Mr. Hall. Mr. Hall, go
25 ahead, how would you like to go forward, we have

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1 Ms. Sahm now.

2 MR. HALL: Sure. To clarify, the only purpose,
3 or I would stipulate that the only standing that I
4 would have is relating to the settlement with
5 Bernstein Family Realty and any litigation relating
6 to Bernstein Family Realty and the Bernstein sons,
7 Joshua, Jacob and Daniel Bernstein, who are the
8 owners of Bernstein Family Realty. And, I'm sorry,
9 I do want to provide some historical context here
10 because it seems like Your Honor may not have been
11 brought up to speed about everything at the last
12 hearing.

13 So I think Ms. Lewis misleads The Court in
14 a sense because this -- first of all, there was no
15 hearing that determined Pat Sahm incapacitated, that
16 was done by stipulation. And actually Judge Burton
17 was advised that the stipulation by the Kitroser
18 firm itself was misleading.

19 THE COURT: I want to just ask you a question,
20 Mr. Hall, why do you believe you have standing to
21 participate in this guardianship?

22 MR. HALL: Under the statute and under the
23 probate code.

24 THE COURT: How are you an interested person?

25 MR. HALL: I'm directly interested, I'm

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1 (unintelligible), there's a lot of feedback coming
2 through here, Your Honor. I am a manager registered
3 at the Florida Secretary of State's office of
4 Bernstein Family Realty and it's the litigation and
5 what was being exposed in the litigation with
6 Bernstein Family Realty that really led to this
7 guardianship. The guardianship was filed four days,
8 by Joanna Sahm, four days after Elliott Bernstein had
9 exposed in a federal bankruptcy court that Pat Sahm
10 Senior, okay, did not know these actions that were
11 being taken by several counsels and did not know that
12 things were getting filed on her behalf. And Pat
13 Sahm Senior had actually indicated at that time that
14 she was terminating Robert Sweetapple, that she
15 didn't know a counsel named Mr. Striker (phonetic)
16 from the bankruptcy court. So this guardianship
17 started as a way to silence Pat Sahm Senior within
18 days of that (unintelligible) being exposed in the
19 federal bankruptcy court.

20 Now it's, I think historically, and I would
21 have asked maybe the O'Malley firm and Joanna to
22 stipulate that Pat Sahm Senior, okay, was living by
23 herself for almost an entire year, going out and
24 doing her walks and driving herself and all --

25 THE COURT: But, listen, I don't think I need to

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1 hear that back story. What I need to know is, and
2 you started talking about it a little bit, is your
3 argument as to how you believe you have standing to
4 be involved and why I should, because of your
5 standing, vacate Judge Burton's prior orders which
6 are the law of the case.

7 MR. HALL: Sure. Well as it relates to that
8 particular topic, I think it's very clear from the
9 hearing that gave rise to the mandatory
10 disqualification of Judge Burton, that the entirety
11 of the proceedings were poisoned by either
12 intentional or some kind of reckless disregard of
13 facts that were in the record months and months after
14 Pat Sahm Senior's money's been getting spent by these
15 lawyers at the Kitroser firm and Charlie. Somehow
16 Judge Burton didn't know who the Elliott Bernstein
17 family was and yet the original petition for
18 incapacity actually has the filings not only of
19 Elliott Bernstein and (unintelligible) but also I'm
20 sure Pat Sahm Senior would remember William
21 Stansbury (phonetic) -- which is actually, is the
22 history --

23 MS. SAHM: Yeah, I remember Bill Stansbury.

24 MR. HALL: -- as to why the litigation and the
25 foreclosure --

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1 THE COURT: I'm sorry, hold on. Hold on,
2 Ms. Sahm. Hang on one second, Ms. Sahm. Just hold
3 your thought for a few minutes because Mr. Hall was
4 talking and I don't want anybody to interrupt. Okay.

5 MS. SAHM: Okay.

6 THE COURT: Hang tight. Okay. Thanks.

7 MR. HALL: Right. So that was the history that
8 led to this guardianship. I did have conversations
9 with Pat Sahm Senior. I never initiated them. But
10 I had conversations with Pat Sahm Senior before the
11 case ever came back, well came onto the calendar for
12 the first time, which is the only time The Court
13 today, it's almost a year, that Pat Sahm Senior has
14 been able to be heard about her own life. I think Pat
15 Sahm Senior is smart enough and has enough life in
16 her to be heard about her own life.

17 And, so as it relates to the standing, the
18 issue is the settlement that, the settlement was
19 actually being started and had been negotiated
20 through another lawyer, I think his name was Morgan
21 Weinstein, that had started representing Pat Sahm
22 Senior. So this whole suggestion by the Kitroser
23 firm that there's some kind of, you know, major
24 effort to take advantage or do something to Pat Sahm
25 Senior through Amber Patwell, that was already done,

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1 that settlement was already in place and I believe
2 there's even some emails out there in regards
3 (unintelligible) know about that. That there was a
4 settlement in place and it wasn't until the day of
5 the bankruptcy hearing after the bankruptcy hearing
6 where the fraud is being exposed where Joanna Sahm,
7 who is originally on the Zoom for the bankruptcy but
8 when it came time to testimony somehow left the Zoom
9 so Elliott Bernstein couldn't call her as a witness.
10 Right, that was the first and only time that I had an
11 actual phone call with Joanna Sahm which was done at
12 the direction of Pat Sahm Senior who actually had
13 been preparing to be the witness in the bankruptcy
14 proceeding. She had signed before a notary. She had
15 signed revocations of power of attorney, and there
16 were other documents and she had a new counsel and
17 she was also asking to terminate Robert Sweetapple,
18 so that was all going on days before this
19 guardianship got (unintelligible).

20 So the way it looks, I think a very fair
21 view of the guardianship is that it was filed as a
22 way to silence Pat Sahm Senior by her daughter. Pat
23 Sahm Senior had direct conversations being very
24 concerned about what was going on, not knowing what
25 was going on. In fact, Your Honor has in the record

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1 a handwritten letter from Pat Sahm Senior on this
2 topic which was submitted prior to the last UMC
3 hearing where the Kitroser firm and Charlie is trying
4 to run buck shod over Pat Sahm Senior and disregard
5 her expressed wishes to rehire Robert Sweetapple who
6 she previously terminated. And Your Honor has a
7 sworn statement in that regard that was done before
8 (unintelligible) by Pat Sahm Senior.

9 So back to the standing is the features in
10 the settlement which was negotiated that would
11 actually put money and stop the endless litigation
12 with all these parties trying to hold up Pat Sahm
13 Senior's money and tie up the Bernstein family when,
14 in fact, if you look at the William Stansbury
15 affidavit, the foreclosure, and I think Pat Sahm
16 Senior may remember this, okay, she -- I'm sure she
17 remembers William Stansbury very well because William
18 Stansbury is the person that introduced the Sahms to
19 Elliott Bernstein's parents, that's how the whole
20 real estate thing came about and is part of a larger
21 deal with insurance. But William Stansbury's
22 affidavit, who's also never been heard, actually says
23 that this money was supposed to be paid off back in
24 2013. Elliott Bernstein has tried in that ten year
25 period, eleven years now, to try to

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1 (unintelligible)--

2 MS. SAHM: (Unintelligible).

3 THE COURT: Okay. Hang on, Ms. Sahm. Hang on,
4 Ms. Sahm, okay. I'm gonna let Mr. Hall --

5 MS. SAHM: (Unintelligible) --

6 THE COURT: Okay. Just hang on, okay. I'm gonna
7 let Mr. Hall argue and then I'm gonna let Ms. Lewis
8 respond. Okay. Mr. Hall, you have about two more
9 minutes. Okay.

10 MR. HALL: Maybe just a couple more than that.
11 So let's, we can go with the topic of
12 (unintelligible), Your Honor. So my Notice of
13 Appearance was filed about thirty days before the
14 Kitroser firm came in. The Kitroser firm
15 specifically sought my consent, albeit they did it
16 the false way, for a stipulation to appoint Charlie
17 in the first place making it look as if Ms. Garcia
18 had consented to that stipulation when, in fact, she
19 hadn't even gotten the email.

20 Okay. So the Kitroser firm sought my
21 consent for the appointment of Charlie. Let's keep
22 in mind, though, there's no fact finding here and
23 Judge Burton himself at the last appearance before
24 they moved to strike or the hearing on the Motion to
25 Strike actually stated on the record that he

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1 essentially used the word, rubber stamped the
2 guardianship based upon the stipulation. That's one
3 issue.

4 The next issue as it relates to waiver is
5 that the Kitroser firm took no motion, okay, to
6 strike my appearance for the next two months until
7 such time that they tried to hire Robert Sweetapple
8 back into the case, was something that Pat Sahm
9 Senior had written in oral expressions that she did
10 not want this. And Robert Sweetapple was directly
11 involved in fraud that's been outlined in various
12 cases, the foreclosure case, this case in part.

13 So it wasn't until I objected to the hiring
14 of Robert Sweetapple that the Kitroser firm decides
15 to move to strike. There is case law for it, case
16 law I'm aware of, I don't have the cite right in
17 front of me but (unintelligible) case law of waiver
18 and that allowing party to participate and not
19 objecting is a form of waiver.

20 So we have the issue of the stipulation
21 which they certainly, the Kitroser firm didn't tell
22 The Court about although I continue to tell The Court
23 since Judge Burton's in the case.

24 And then we have the issue of waiver, which
25 I think should have stopped them, judicial estoppel,

1 equitable estoppel, from even bringing the Motion to
2 Strike. We also had an issue as to whether or not
3 they are probably (unintelligible) in the case
4 because the very finding, the very stipulation that
5 created the guardianship on Pat Sahm Senior was done
6 under false pretenses. They wanted me in for that
7 purpose but now they want me out when I object to
8 them hiring a counsel that was involved in the fraud
9 that we were trying to put that aside and settle the
10 (unintelligible), try to settle it, so here we are
11 today. So then what they're doing, so it's a direct
12 interest in that settlement, there's a direct
13 interest in the litigation against BFR and against
14 the owners of BFR, Joshua, Jacob and Daniel
15 Bernstein.

16 THE COURT: Okay. Let me hear from Ms. Lewis.

17 MS. LEWIS: Thank you, Your Honor. Well,
18 (unintelligible) what Mr. Hall said, what I actually
19 did not hear him articulate, how he's affected by
20 anything that's going on in this guardianship. I'm
21 gonna start at the beginning, first of all, Mr. Hall
22 hasn't filed a Notice of Appearance in this case, he
23 has never filed a (unintelligible) a request for
24 notice and (unintelligible) pleadings that is
25 required to establish his standing as an interested

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1 person absent his being given interested person
2 status by any particular statute, which he is not.
3 But even if he did that (unintelligible) at some
4 point in time, he's still not an interested party.

5 And I think it's helpful to recap his legal
6 relation. He is a manager of Bernstein Family Realty.
7 Bernstein Family Realty is one of the defendants in
8 the foreclosure pleading as well as some immediate
9 members of the Bernstein family. Bernstein Family
10 Realty is represented by Ms. Garcia. They also filed
11 a Notice of Appearance in the guardianship, we filed
12 a Motion to Strike their Notice of Appearance. That
13 motion was granted. The thirty days had well passed
14 for them to appeal that decision.

15 At issue, of course, in the foreclosure
16 case is the settlement agreement that Mr. Hall has
17 referenced. In his motion that he filed, he actually,
18 and I just want to bring up the document because I
19 wrote it down and I want to make sure I'm reading it
20 correctly, he wrote, I am an interested person in
21 this procedure being a registered manager of the
22 company Bernstein Family Realty, registered at the
23 Florida Secretary of State's office well before the
24 initiation of this guardianship proceeding and where
25 both BFR and myself individually as manager have

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1 specific interests that are directly impacted by
2 these guardianship proceedings. And then he goes on
3 to write, my interest is direct and quantifiable as
4 manager as the settlement agreement (unintelligible)
5 specifies at the, finds that are guaranteed my right
6 to payment and I will be directly impacted by a
7 continuation of fraud, which I'm not gonna leave an
8 address, everybody in this case wants to cry fraud
9 and nobody wants to set a hearing on why there's
10 fraud. But in any event Mr. Hall is not a signatory.

11 MR. HALL: Your Honor, this is unbelievable.

12 MS. LEWIS: He's not a signatory to the
13 settlement agreement. The entity Bernstein Family
14 Realty is a signatory to the settlement agreement.
15 Various Bernstein family members are a signatory to
16 the settlement agreement. Mr. Hall is not a
17 signatory to the settlement agreement, nor does the
18 settlement agreement mention Mr. Hall's name
19 anywhere. So the only thing that I can surmise is
20 that there's some contingency out there somewhere
21 that if the settlement agreement goes through
22 Mr. Hall gets paid and if it doesn't go through,
23 Mr. Hall does not. That is too contingent of a
24 connection to this case to confer standing upon him.

25 In his motion or, Mr. Hall, excuse me,

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1 actually cited to two (unintelligible) that I think
2 are very important. The first is *Brown v. Firestone*,
3 the citation is 382 So. 2d 654, this is a Florida
4 Supreme Court case from 1980. And that case says
5 that standing is a direct and articulable stake in the
6 outcome of a court proceeding.

7 And all three words there are very
8 important. The first is there must be a direct stake
9 in the controversy. Mr. Hall has no direct stake in
10 this controversy. There is nothing that happens in
11 the guardianship that directly affects Mr. Hall. He
12 may have some contingent relationship with whether
13 the settlement agreement gets through but that's not
14 direct. And, frankly, the validity of the settlement
15 agreement is being addressed in foreclosure
16 proceedings.

17 So if Mr. Hall has standing, and I'm not a
18 foreclosure attorney so I'm in no way saying he does
19 or he doesn't, is probably in the foreclosure
20 proceeding, not in the guardianship (unintelligible).
21 Articulable, Mr. Hall has not been able to articulate
22 why he has standing. All he has been able to tell
23 this Court is that he is the manager of Bernstein
24 Family Realty. Bernstein Family Realty being an LLC
25 is an independent legal organization. Bernstein

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1 Family Realty, like any LLC or corporation is an
2 independent legal entity (unintelligible)
3 proceedings as an entity, not through its individual
4 members. So that does not confer standing on
5 Mr. Hall.

6 And, finally, as I had mentioned before,
7 the third word there is controversy. The controversy
8 is the validity of the settlement agreement, that is
9 (unintelligible) the foreclosure. That is where
10 Mr. Hall should go and The Court there should rule
11 about whether or not he has standing to participate.

12 The other case that he cited is *State v.*
13 *Johansen*, 898 So. 2d 1009, that's a Fourth DCA case
14 from 2005. That case just says there has to be a
15 legally cognizable interest affected by the outcome
16 of the litigation. What we have heard Mr. Hall
17 articulate today, as has been articulated by the
18 other, I hesitate to use the word parties, but other
19 (unintelligible) participants in this case including
20 Ms. Garcia, is that they are trying to get this
21 guardianship overturned because I think they want
22 their settlement agreement to go through. They can
23 go to the foreclosure and they can litigate the
24 validity of the settlement agreement.

25 I have not (unintelligible) today

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1 (unintelligible) to The Court why he is personally
2 affected by anything that goes on in the guardianship
3 proceedings. And it would almost be like he went to
4 Publix and slipped and fell and was injured and
5 wanted to sue Publix for tens of millions of dollars,
6 where every Publix shareholder has standing in the
7 guardianship because their dividends could be
8 affected by the pendency of that litigation. That's
9 really the only connection that I see to Mr. Hall
10 having a connection to this guardianship. I just
11 don't believe that he has a direct (unintelligible)
12 on this controversy. He certainly hasn't articulated
13 it and if there is any kind of standing it is in the
14 foreclosure proceeding.

15 THE COURT: Okay. Mr. Hall, response.

16 MR. HALL: Sure. So, obviously, you know, the
17 Kitroser firm didn't address the stipulation and how
18 they withheld that from The Court.

19 MS. LEWIS: Oh, he's right, I did not address
20 that Your Honor.

21 THE COURT: Okay.

22 MR. HALL: So you're not gonna object to that,
23 you interrupted me, Ms. Lewis. Okay.

24 MS. LEWIS: Go right ahead, Mr. Hall, I
25 apologize.

1 MR. HALL: Thank you. Thank you. So she didn't
2 address that. She also didn't address not just the
3 stipulation to get Charlie but she also hasn't
4 addressed that there are expressed written and oral
5 interests by Pat Sahm Senior, now interesting,
6 (unintelligible) argument, right, but she's not doing
7 it based upon the expressed statements in the record
8 by, under oath, oath and probably notary by Pat Sahm
9 Senior which theoretically I would think, right, is
10 Charlie's client. And she's also not addressing the
11 issue of waiver. I didn't hear her address the issue
12 of waiver.

13 As it relates to direct interest, it is
14 true that the settlement agreement itself did not
15 spell out my exact compensation, that was actually
16 one of the issues that was being resolved privately
17 amongst the parties but it is an issue that was
18 discussed with Pat Sahm Senior who actually, even
19 from what I've seen is one of the most competent I've
20 ever seen be in a guardianship for an entire year
21 without ever being heard except for the very first
22 day.

23 So, what Ms. Kitroser would want this Court
24 to disregard is all the time delay and effort in
25 getting to the settlement agreement, okay, and also

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1 disregarding the hiring of Robert Sweetapple who
2 dropped the litigation that Pat Sahm Senior objects
3 to. So I think that's very direct and, again, my
4 sworn statement is Pat Sahm Senior did, last year,
5 ask me specifically to participate. There were
6 specific discussions about this (unintelligible), she
7 actually has a very good memory. She might forget
8 something temporarily like we all can but usually
9 when you talk to her with respect and with dignity,
10 everything that all human beings are entitled to,
11 even if they're stuck in a guardianship, she has a
12 very good power of recall and she actually understood
13 more of --

14 THE COURT: Ms. Sahm, hold on one second, okay.

15 MS. SAHM: Sorry.

16 THE COURT: Keep going. Sorry, she was trying to
17 say something.

18 MR. HALL: So the interests are direct, the
19 interests are quantifiable, the interests have been
20 impacted, the fact that money's been held up, held
21 hostage, okay, for over a year. But I just want to
22 point out, Your Honor, because it is a complex set of
23 facts that, you know, that has landed on your
24 doorstep.

25 But there's another case that Your Honor's

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1 in which is the Shirley Bernstein case and it's
2 actually Mr. Ted Bernstein who Pat Sahm Senior is
3 aware of and had recollection of. It's Ted Bernstein
4 and Alan Rose (phonetic) who have been simultaneously
5 determined to act as a fiduciary for the owners of
6 BFR while suing the owners of BFR and suing BFR and
7 simultaneously holding up the very monies that they
8 tried for several years now to settle with Pat Sahm.
9 So to suggest that the growth of litigation, and
10 (unintelligible) litigation by the Sweetapple firm
11 and now the Kitroser firm isn't the direct interest
12 impacting the (unintelligible) proceedings, I think
13 is a little bit disingenuous to say the least.

14 THE COURT: Okay. Is there anything else,
15 Ms. Lewis, you want to add?

16 MS. LEWIS: I did. Mr. Hall correctly pointed
17 out that I neglected to address the issue of the
18 stipulation and the waiver. So very early on in this
19 case, candidly, before we had much of a grasp on who
20 all of the players were, Mr. Kirtroser did see that
21 Mr. Hall had filed a Notice of Appearance and did ask
22 him to consent to a particular pleading. It wasn't
23 until Mr. Hall started filing large omnibus motions
24 trying to object to things that the guardian was
25 trying to do that we decided, there's no reason that

1 this person who does not have standing in this case
2 should be allowed to essentially hijack this
3 proceeding and then object every time Mr. Revard
4 asked The Court's permission to do something on
5 behalf of Ms. Sahm.

6 As far as waivers, as Your Honor is
7 familiar with, with the Guardianship of Thompson, the
8 character of who can be an interested person can
9 actually change throughout the pendency of a
10 guardianship. So just because one person might be
11 interested with respect to a particular pleading does
12 not confer standing upon them for any other pleadings
13 that might be filed in the guardianship. Therefore,
14 there is no waiver, there is no judicial estoppel or
15 rescue (unintelligible) or any of the other words
16 that Mr. Hall threw out there.

17 But I do want to note that Mr. Hall did
18 confirm what his interest is. Which is that if this
19 settlement goes through, he gets paid. And if the
20 settlement doesn't go through, he doesn't. That is
21 a contingent interest, that is not a direct interest.
22 And I understand that Mr. Hall and the Bernsteins and
23 Patty Sahm Junior who all seem to be aligned somehow
24 matter, have objections to how the guardianship has
25 gone through and don't like the lawyer that we

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1 selected to do the foreclosure.

2 With regards to the affidavit that Mr. Hall
3 keeps talking about, somebody typed up a multi page
4 affidavit and dragged Ms. Sahm down to a notary, had
5 her execute it shortly before the incapacitated
6 proceedings began.

7 Mr. Hall talks about the protection of
8 Ms. Sahm, we are here to protect Ms. Sahm. Ms. Sahm
9 wound up executing a multi page typed affidavit and
10 signing a settlement agreement in the middle of her
11 own capacity proceedings on a foreclosure case where
12 a Final Judgement of Foreclosure had been entered in
13 2021. They can go fight it in the foreclosure, he
14 has no standing in this case.

15 THE COURT: Okay.

16 MR. HALL: Your Honor, quick factual correction
17 for the record.

18 THE COURT: No, actually, hang on one second, I
19 want to, Ms. Garcia's been holding up her hand so I
20 want to let Ms. Garcia. We're already going over
21 time. I'm gonna give you an extra, you know, couple
22 minutes so we can wrap this up. Ms. Garcia, yes,
23 ma'am.

24 MR. HALL: Sure, sure.

25 MS. GARCIA: Good morning, Your Honor, thank you.

1 I just need a minute. Patty Sahm Junior is one of
2 the daughters, Joanna Sahm is the other daughter.
3 Patty Sahm Junior, you know, is in constant
4 communication with her mom and we'll be filing a
5 motion to appoint an attorney for her. There's been
6 a lot going on in this case which now is not the
7 appropriate time for me to go into detail, I'll put
8 it all in a motion.

9 THE COURT: Okay. All right. Mr. Hall, what did
10 you want to say?

11 MR. HALL: So Ms. Lewis misleads The Court
12 factually, and apparently did the same with Judge
13 Burton because there's no voluminous motion that I
14 ever filed. In fact, I didn't file any motion until
15 they moved to strike. And they only moved to strike
16 after it was brought up in hearing or conference that
17 I was opposing their hiring of Robert Sweetapple. So
18 she's factually incorrect in that way.

19 And, again, she also disregarded those
20 litigation costs. And it's not contingent, it's not
21 contingent. The litigation has delayed all efforts,
22 okay, where Pat Sahm Senior, okay, can just be paid
23 what she was agreed to be paid. Judge Burton
24 himself, before what seems to be maybe a lot of
25 pressure, because boy he flip flopped between that

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1 and the subsequent hearing on the Motion to Strike.
2 Actually he ordered Mr. Revard to actually pursue
3 mediation and pursue settlement. Okay.

4 MS. LEWIS: That is a false statement, Your
5 Honor. No, that is factually false.

6 MR. HALL: (Unintelligible) --

7 THE COURT: Okay. Stop, stop, stop, stop. Okay.
8 All right. Thank you. Stop. I think I've heard
9 enough regarding the standing issue. I'm gonna take
10 it under advisement and I'll get an order shortly out
11 to you. Do you have any future hearings -- no, no,
12 I'm talking now, Mr. Hall, thanks. Do you -- do we
13 have any future hearings set on this case coming up?

14 MS. LEWIS: I don't think we do, Your Honor. I
15 mean, I imagine if you did find that Mr. Hall had
16 standing that he would want to have hearings on some
17 of his other Motions to Vacate but right now there's
18 nothing set.

19 THE COURT: Okay.

20 MS. GARCIA: Your Honor --

21 MR. HALL: Your Honor, for procedure, Your Honor,
22 I mean, I think Your Honor had said that it would be
23 on papers a little bit, you know, no other order
24 related to the process of the hearing. I would think
25 that submitting memorandum for Your Honor to

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1 consider, especially since this was not evidentiary,
2 right, there's case law that actually says --

3 THE COURT: If I need some memorandum I'll let
4 you know. I'll look at the case law and I'll look at
5 the file and I'll render a well reasoned order.
6 Ms. Garcia, what did you want to say?

7 MS. GARCIA: Thank you, Your Honor. No, there's
8 no hearing set yet but I will be filing my motion in
9 the next few days to appoint counsel for the ward as
10 I believe, I firmly believe she needs counsel.
11 Because what's happening is they've intermingled this
12 foreclosure case --

13 THE COURT: Okay. That's fine, that's fine. You
14 can do that. Ms. Garcia, do you believe that
15 Mr. Hall has standing?

16 MS. GARCIA: Your Honor, it's hard for me to take
17 a position on that but I can tell you this much
18 briefly to answer your question, of my logic, is that
19 when this case started we firmly believe it was filed
20 solely to get control because the mom had revoked her
21 power of attorney and decided that, you know, because
22 she had no knowledge of what was going on, things
23 were going on behind her back so she determined that
24 she wanted to handle her own life.

25 And then basically there's a settlement

1 entered into, she had one lawyer, Morgan Weinstein,
2 she hired prior to the guardianship even being a
3 thought process. Then they had a bankruptcy hearing
4 where I told The Court that Ms. Sahm had revoked the
5 power of attorney of Joanna Sahm and had hired an
6 attorney. Well then things started going south.
7 They came -- he had to go away because someone
8 impersonated the mom and then she hired Amber
9 Patwell. So Ms. Patwell came in and properly
10 (unintelligible) the settlement of that case with me.
11 However at that time, Judge Burton was dealing with
12 the foreclosure of this case, and I'm ordering all
13 the transcripts for you, Your Honor, and I'll be
14 filing everything (unintelligible).

15 THE COURT: So the long and the short answer is
16 that you don't have a position as to whether Mr. Hall
17 has standing? As an officer of the court legally,
18 what do you believe?

19 MS. GARCIA: As an officer of the court, it
20 depends on how Your Honor decides to handle it, it's
21 just if you're gonna handle any of the foreclosure
22 matters or not.

23 THE COURT: All the foreclosure matters are not
24 in front of me.

25 MS. GARCIA: The problem is, is that there's a

1 game going on bouncing between the courts, with the
2 foreclosure -- like, for instance, (unintelligible)
3 I say this, Lewis said that Amber Patwell, who was
4 Pat Senior's attorney resigned in exchange for not
5 taking her depo but in the meanwhile in the
6 foreclosure case, they're trying to take my depo and
7 Ms. Patwell's depositions so --

8 THE COURT: So it doesn't seem like you have a
9 really good answer as to whether or not -- I mean,
10 this isn't the foreclosure matter, I don't have the
11 foreclosure matter. But if you don't know the answer
12 then I guess you can just say I don't know.

13 MS. GARCIA: Your Honor, it's up to you.

14 THE COURT: Okay. All right. I'm gonna take it
15 under advisement.

16 MR. HALL: One minute, Your Honor.

17 THE COURT: What would you like to say, Mr. Hall,
18 in one minute?

19 MR. HALL: Okay. And so, please recall that Pat
20 Sahm Senior is now on the case for the first time in
21 a year (unintelligible) incapacity done by various
22 stipulations that The Court was misled about from the
23 Sweetapple firm, which you didn't address that part
24 of the stipulation. And then the other matter
25 relating to the very, the litigation, and this is

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1 what Ms. Garcia's referring to is that one case tied
2 to the other, Your Honor's the one that's giving the
3 license to the counsel that's charged with fraud.
4 Your Honor's been made aware of allegations of fraud
5 against Mr. Sweetapple, against the Bernstein family,
6 that they used the guardianship as a means to further
7 the litigation against BFR.

8 So I will say, again, if you said there is
9 any finding, not finding standing, I would object
10 that Pat Sahm Senior should actually be heard on the
11 issue at an evidentiary hearing.

12 THE COURT: Okay. All right. So I think that's
13 all we're gonna do today, I'm gonna take it under
14 advisement. You know, I'm just gonna say this and I
15 don't want anybody to say anything else. Obviously
16 this is very contentious, I'm gonna ask for
17 everybody's professionalism. Okay. The
18 interrupting, I know that there's been a lot that's
19 gone on with this case but we're gonna comport
20 ourselves properly in a court of law. Okay. And,
21 that's what we're gonna do moving forward. Okay. All
22 right. Thank you so much everybody, I'll get an
23 order out to you shortly. Everybody take care.
24 Okay.

1 (Thereupon, the court proceedings are in
2 recess.)
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C E R T I F I C A T E

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, FAITH BELL, C.E.T., being an Official Transcriptionist of electronically recorded proceedings in the Fifteenth Judicial Circuit, as authorized by Administrative Order 2.503-2/23, do hereby certify that I was authorized to and did transcribe the foregoing proceedings before the Court at the time and place aforesaid, and the preceding pages, numbered from one through forty nine, inclusive, represent a true and accurate transcription of the Fifteenth Judicial Circuit Court Reporting Services electronically recorded proceedings which took place on the 13th day of May, 2024.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.



FAITH BELL, C.E.T.
Certified Electronic Transcriber
Fifteenth Judicial Circuit

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA
PROBATE DIVISION "IZ"

CASE NO: 50-2023-GA-000245-XXXX-MB

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,
An incapacitated person.

PROCEEDING

PRESIDING: HONORABLE CHARLES BURTON

Thursday, October 26, 2023
South County Courthouse
200 South Atlantic Avenue
Delray Beach, Florida 33444
Beginning at 9:38 o'clock, a.m.

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APPEARANCES:

ON BEHALF OF PATRICIA A. SAHM, THE WARD:

AMBER PATWELL, ESQUIRE
136 4th Street North
Suite 201, Office 356
St. Petersburg, Florida 33701

ON BEHALF OF PATRICIA SAHM, JR.:

INGER GARCIA, ESQUIRE
6877 Royal Palm Beach
West Palm Beach, Florida 3412

ON BEHALF OF CHARLES REVARD, THE GUARDIAN:

KATHRYN LEWIS, ESQUIRE
631 U.S. Highway One, Suite 406
North Palm Beach, Florida 33408

ON BEHALF OF JOANNA SAHM:

EILEEN T. O'MALLEY, ESQUIRE
360 S. Rosemary Avenue
Suite 1410
West Palm Beach, Florida 33401

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1 BE IT REMEMBERED that the following proceedings
2 were had in the above-entitled cause of action before the
3 HONORABLE CHARLES BURTON, one of the Judges of the
4 aforesaid Court, at the South County Courthouse, 200 West
5 Atlantic Avenue, located in the City of Delray Beach,
6 County of Palm Beach, State of Florida, on Thursday,
7 October 26th, 2023, with appearances as hereinbefore noted,
8 to-wit:

9 * * * * *

10 THE COURT: -- everyone, can you hear me?

11 MALE VOICE: Yes.

12 THE COURT: Okay. So, the guardian is Charlie?

13 MS. LEWIS: Yes, Your Honor, Charlie Revard.

14 THE COURT: Okay. So he's here. How you doing,
15 sir?

16 MR. REVARD: Good. How are you?

17 THE COURT: All right. So this is regarding the
18 Guardianship of Patricia Sahm, which is interesting
19 because in all these hearings, I don't think we ever
20 really talk about Patricia Sahm. So there's too many
21 interests, adverse interests circulating in this
22 case, which I'm not too pleased about. So, this is
23 a guardianship, it's usually a closed proceeding.
24 Has anyone authorized all these folks, court watchers
25 or whatever you, I don't know what you guys do, but.

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1 MS. LEWIS: We have not, Your Honor. For the
2 record, this is Kathryn Lewis, I'm representing the
3 guardian, Charlie Revard. Considering that there are
4 some discovery matters to be heard this morning
5 concerning some matters of attorney/client privilege
6 between Ms. Patwell and the ward, we would request
7 that this hearing be closed. And that anybody who is
8 not entitled to be privy to these potential
9 privileged communications be excused today.

10 THE COURT: All right. Well we'll get to that in
11 a minute. Yes, ma'am, what is your name?

12 MS. HOGUE: My name is Hillary Hogue, I'm a
13 member of the Guardianship Improvement Task Force in
14 Florida and I will obviously respect your ruling.

15 THE COURT: Yeah, yeah, yeah, I know.

16 MS. HOGUE: Just mention Florida Probate Rule
17 5.540 which states specifically that all hearings
18 under Chapter 744 and under Section 393.12 shall be
19 open unless the alleged incapacitated, adjudicated
20 ward or person alleged to have a developmental
21 disability elects to have the hearing closed. And I
22 can go further with that.

23 THE COURT: No, no, no, I understand that. But
24 since Charlie there is the guardian, he would be in
25 a position to --

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1 MS. HOGUE: It does not mention the guardian, it
2 mentions --

3 THE COURT: Well she's already been declared
4 incapacitated, so.

5 MS. HOGUE: Right. But it does say the
6 adjudicated ward and she has been adjudicated.

7 THE COURT: Well, I don't know. Anyway. Yes,
8 sir, what is your name, please?

9 MR. BERNSTEIN: Elliott Bernstein.

10 THE COURT: Right.

11 MR. BERNSTEIN: And in the first hearing when you
12 spoke to Ms. Sahm, she requested that they be
13 (unintelligible), so that her friends could join in
14 and try to prevent her from being put into a
15 fraudulent guardianship she was afraid of.

16 THE COURT: Okay. Thank you, sir.

17 MR. BERNSTEIN: You're welcome. Thank you.

18 THE COURT: Do you want to share your name,
19 ma'am, since you're with us as well, what's your
20 name?

21 MS. BERNSTEIN: Candace Bernstein.

22 THE COURT: Oh, Candace. Okay. And, ma'am, you
23 are?

24 MS. (UNINTELLIGIBLE): I'm Natalie
25 (unintelligible).

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1 THE COURT: Natalie?

2 MS. (UNINTELLIGIBLE): (Unintelligible).

3 THE COURT: Okay. And you're just sort of
4 watching, or?

5 MS. (UNINTELLIGIBLE): I'm an affiliate with
6 Families Against Court Travesties so --

7 THE COURT: Against court travesties. Okay. I'm
8 trying to prevent a court travesty if you want to
9 know the truth. But, I'm not sure we're on the same
10 page with that, but. Okay. And then we have, is
11 that Kevin Hall, is that your name, sir?

12 MR. HALL: That's correct, Your Honor.

13 THE COURT: And I know you called our office or
14 emailed and how are you an interested party in this
15 matter?

16 MR. HALL: I'm sorry?

17 THE COURT: How are you an interested party?

18 MR. HALL: Great question. Again, as I've
19 mentioned before, the genesis of this case actually
20 came out of the fraud that was getting exposed in the
21 foreclosure case and the bankruptcy case. I think
22 Your Honor's been seriously misled thus far. And I
23 think the Kitroser firm and I guess Charlie himself
24 has knowingly not turned over information from those
25 cases that would give Your Honor a much deeper and

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1 better view as to why this guardianship started.

2 THE COURT: And how would you --

3 MR. HALL: (Unintelligible).

4 THE COURT: Sir, sir, how would you know about --

5 MR. HALL: Absolutely.

6 THE COURT: How would you --

7 MR. HALL: So I'm a BFR manager, registered at
8 the Secretary of State as a manager of the real
9 estate company that's the subject of the foreclosure.
10 I have direct contractual and financial rights
11 relating to the settlement and relating to the
12 property and what looks like it's been happening from
13 the beginning is some of these law firms have been
14 trying to gage and cut and slice and dice Pat Sahm --

15 THE COURT: Okay. Sir, sir --

16 MS. HALL: -- without her knowledge.

17 THE COURT: Sir. I just asked who you are and
18 what your interest is. I don't want a speech from
19 you. Okay. So now I know who you are and now I know
20 your interest so if you could mute yourself, I'd
21 appreciate it.

22 MR. HALL: Absolutely. Thank you, Your Honor.

23 THE COURT: Thank you. And who is Luis' iPad
24 there. See, I got to kill the whole hearing time
25 just finding out who all these people are sticking

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1 their nose in. Yes, ma'am.

2 MS. (UNINTELLIGIBLE): Good morning. Yeah, I'm a
3 court watcher and friend of the Bernsteins with this
4 case.

5 THE COURT: Everybody seems to be for the
6 Bernsteins, nobody seems to be here talking about
7 Patricia our ward, but okay. Thanks, ma'am, I
8 appreciate you being here. You can mute yourself
9 also. Thank you. All right. So, Ms. Patwell, let
10 me address something with you, how are you this
11 morning?

12 MS. PATWELL: I'm good, Judge, how are you?

13 THE COURT: I was eagerly awaiting my mail every
14 day since we last met waiting for the documents you
15 were ordered to send me.

16 MS. PATWELL: Yes, Your Honor, I have a -- an
17 attorney, a local attorney said he took a picture,
18 that he sent them over to you and they were in a
19 manilla envelope and put my name on it. He went down
20 to the courthouse yesterday.

21 THE COURT: Oh, yesterday. I probably haven't
22 received it yet then if they delivered it yesterday.

23 MS. LEWIS: Well The Court order stated that they
24 were supposed to be in your hands by yesterday, Your
25 Honor.

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1 THE COURT: I understand. I understand. All
2 right.

3 MS. PATWELL: He delivered it to the courthouse,
4 Your Honor.

5 THE COURT: Okay. Well we'll see, I should get
6 it later today, I assume. And, okay. So remind me,
7 this is a Guardianship of Ms. Sahm.

8 MS. LEWIS: Yes, it is, Your Honor.

9 THE COURT: We did have an examining committee
10 visit, Ms. Sahm?

11 MS. LEWIS: We had three members of the examining
12 committee.

13 THE COURT: And what did all three of those
14 members say?

15 MS. LEWIS: They found varying degrees of
16 incapacity.

17 THE COURT: A limited capacity?

18 MS. LEWIS: Correct. She maintains her right to
19 her social environment and there may be one or two
20 other rights that she retains.

21 THE COURT: Right. So given the fact that the
22 members of our examining committee all agreed she was
23 incapacitated, the only travesty would have been not
24 to appoint a guardian for her, I suppose.

25 MS. LEWIS: That is what the law requires, Your

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1 Honor.

2 THE COURT: Okay.

3 MS. LEWIS: So a guardian has been appointed,
4 which is my client, Mr. Revard. And as Your Honor is
5 aware, after the committee rendered its reports but
6 prior to the adjudication of incapacity, the ward,
7 Ms. Sahm, purportedly entered into a settlement
8 agreement with members of the Bernstein family on a
9 case that the ward had already won.

10 THE COURT: Right. In other words, she had, I
11 think her and her husband initially, right, had sued
12 the Bernsteins --

13 MS. LEWIS: It was her and her husband initially.
14 It's been a foreclosure action that has been ongoing
15 since 2018.

16 THE COURT: They got a judgement.

17 MS. LEWIS: They got a judgement of complaint.

18 THE COURT: And what was the amount of that
19 judgment?

20 MS. LEWIS: That I do not know off the top of my
21 head.

22 THE COURT: Okay. Does anybody know? Yes, ma'am,
23 you are?

24 MS. J. SAHM: I'm Patricia Sahm's daughter.

25 THE COURT: Okay. What's your name?

1 MS. J. SAHM: The trustee.
2 THE COURT: Your name is?
3 MS. J. SAHM: Joanna Sahm.
4 THE COURT: Hi, Joanna. I'm used to seeing you
5 in a little square so, you know. Go ahead.
6 MS. J. SAHM: The judgement amount is for
7 \$353,226. --
8 THE COURT: \$353,000.00?
9 MS. SAHM: Correct, \$226.51.
10 THE COURT: \$226.51. Did the Bernsteins appeal
11 that judgement?
12 MS. J. SAHM: Yes.
13 THE COURT: Were they successful on appeal?
14 MS. J. SAHM: Not as of yet.
15 THE COURT: Okay. So Patricia, at least prior to
16 being incapacitated, was holding a piece of paper
17 that says the Bernsteins owe me \$323,000.00 and
18 change?
19 MS. J. SAHM: Three fifty three, yes.
20 THE COURT: Okay. And what did that case settle
21 for, if I can ask?
22 MS. LEWIS: Your Honor, I have to tell -- I have
23 to be honest with you, I'm not able to log onto the
24 internet in your courtroom today so I can't access
25 anything.

1 MALE VOICE: Two twenty five.
2 THE COURT: \$225,000.00. Which has been paid?
3 MALE VOICE: It's waiting to be paid.
4 THE COURT: What's it waiting for?
5 MALE VOICE: It's waiting for approval.
6 THE COURT: From the civil judge or --
7 MALE VOICE: From whoever wants to take the
8 money. It's (unintelligible) money sitting in the
9 court registry.
10 THE COURT: All right. So, Mr. Ward, is that
11 your understanding, or?
12 MR. REVARD: Are you talking to me?
13 THE COURT: Ward is your last name, right?
14 MR. REVARD: Revard.
15 THE COURT: Revard. I'm sorry. I'm thinking of
16 the ward. My apologies, Mr. Revard. All right.
17 Anyway, go ahead.
18 MR. REVARD: Yes, so the, I believe the judgement
19 at this point, \$353,000.00, there's certainly
20 interest involved in that because it's been sitting
21 and waiting and it seems like the action is all about
22 delay.
23 THE COURT: All right. Well they tell me there's
24 a proposed settlement in the amount of \$225,000.00 or
25 something, are you aware of that?

1 MR. REVARD: All I know is that that happened
2 after or right before my aunt was deemed
3 incapacitated.

4 THE COURT: I understand. So, you know, I mean,
5 it's an issue of, I guess he's the one making the
6 decision at this point, right, whether that's an
7 acceptable offer.

8 MR. REVARD: Correct.

9 MS. LEWIS: Well apparently the settlement
10 agreement was executed, it was actually executed by
11 the ward after the committee found her incapacitated
12 prior to adjudication. And the reason that we're
13 seeking to terminate Ms. Patwell is because
14 Ms. Patwell, to whatever extent, was involved in the
15 execution of that settlement agreement.

16 THE COURT: All right. Somebody just joined, 561
17 number, who is that, please? Is someone on a cell
18 phone, you need to identify yourself.

19 MR. HOTI: Gander Hoti (phonetic).

20 THE COURT: Gander Hokey?

21 MR. HOTI: Yeah.

22 THE COURT: And how do you spell Hokey.

23 MR. HOTI: Spell it like hot.

24 FEMALE VOICE: Spell it like hot, H-O-T-I.

25 THE COURT: Oh, Hoti. I thought we were gonna do

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1 the hokey pokey.

2 MR. HOTI: (unintelligible).

3 THE COURT: Why are you here, sir?

4 MR. HOTI: I'm one of the weapons for the
5 guardianship for many years, I'm expert for the
6 guardianship.

7 THE COURT: You're an expert for whose
8 guardianship?

9 MR. HOTI: Let's finish up the case and after you
10 can Google my name.

11 THE COURT: Okay. Let's not be a wise guy and
12 answer my question or I'm gonna remove you because
13 this is a closed proceeding. Okay. Thank you, sir.

14 MR. HOTI: I can be a court watcher and I can
15 listen. So what is the point, why I cannot be on the
16 Zoom, I cannot travel.

17 THE COURT: Great. Anyway. Sir, no thank you.
18 Counsel, please, for the record, state your
19 appearances.

20 MS. LEWIS: Again, it's Kathryn Lewis on behalf
21 of the guardian, Charles Revard.

22 MS. GARCIA: Inger Garcia on behalf of Patty Sahm
23 Junior, the daughter.

24 MS. O'MALLEY: Eileen O'Malley on behalf of
25 Joanna Sahm, daughter and also trustee of the trust.

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1 MS. PATWELL: Amber Patwell on behalf of Patricia
2 Sahm, the ward.

3 THE COURT: Uh-huh. Okay. So, Ms. Patwell, I
4 did receive, I take that back, we got a little
5 packet. So I have some documents in front of me.

6 MS. PATWELL: Great, Judge. Yes, I had an
7 attorney deliver them and he took a picture that he
8 did so I was hoping that that was the case.

9 THE COURT: Okay. Well sometimes they just go
10 through security, it takes a while, but. All right.
11 Anyway, I have them, so thank you.

12 MS. PATWELL: Great.

13 THE COURT: And, what do you want to address
14 first today?

15 MS. LEWIS: Well, Your Honor, we had originally
16 set this hearing for 10:00 o'clock and then you
17 extended it to begin at 9:30 to address our 1.351
18 notice to Ms. Patwell that Ms. Patwell objected to.
19 And we did file a response to her objection so I'd
20 like to go over that briefly. I know Your Honor's
21 read it so I'm gonna try not to beat a dead horse.

22 THE COURT: Go ahead.

23 MS. LEWIS: Ms. Patwell made a blanket objection
24 to everything that we asked for basically claiming
25 attorney/client confidentiality and citing a Bar rule

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1 which is, I believe it's 4-1.6. The problem, Your
2 Honor, is that Ms. Patwell and Ms. Garcia did it in
3 the last hearing that we had, conflates the Bar rule
4 which deals with the confidentiality of client
5 records with the attorney/client privilege. The Bar
6 rule only applies in situations where there is
7 voluntary disclosure of information.

8 So if I just happen to be having lunch with
9 Ms. Patwell one day, I wasn't involved in this case,
10 I said, hey, tell me about that Sahm matter that
11 you're involved with, I'm not compelling her to
12 disclose anything, then the rule would govern she
13 wouldn't be permitted to tell me much, if anything at
14 all. However, because we are seeking to compel the
15 disclosure of information via a subpoena, it's the
16 attorney/client privilege that applies and therefore
17 it is only confidential communications that are
18 privileged if there's not an exception or if Your
19 Honor does not grant our motion to waive the
20 privilege. What Ms. Patwell did was simply assert
21 not only that her communications with her client were
22 privileged but also that any communications with
23 third parties were privileged. In fact, to this day
24 we haven't even seen a copy of a retainer agreement
25 that has been executed in this matter.

1 Additionally, Your Honor, the law does
2 require Ms. Patwell to set forth with specificity the
3 nature of the privilege and what is privileged. She
4 did not do that, she did not go through all of
5 documents, the categories of documents that we were
6 asking for and state what she thinks is privileged.
7 We also believe that this falls under an exception to
8 the attorney/client privilege under 90.502 sub four.
9 Because we have concerns and we believe that this
10 relates to whether or not there was a breach of duty
11 here. Because, again, we do believe that there is
12 examining committee reports that found that Ms. Sahm
13 was incapacitated and Ms. Patwell facilitated her
14 client entering into a settlement agreement anyway.

15 And last but not least, Your Honor, we are
16 actually asking to waive the privilege which we
17 believe is the guardian's right. We'd like to waive
18 for the limited purpose of getting information from
19 Ms. Patwell to investigate the circumstances
20 surrounding the execution of the settlement
21 agreement. And if it turns out, as Ms. Garcia
22 represented to The Court the other day, that this is
23 something that's been in the works for a very long
24 time, well then that will probably be the end of the
25 story. But if, in fact, it turns out that this was

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1 something that was facilitated by the Bernsteins,
2 that there was a taking advantage of an elderly lady
3 with diminished capacity and in fact a lack of
4 capacity, and I'm not saying that's true, I'm
5 saying --

6 THE COURT: Well, I mean, you say facilitated by
7 the Bernsteins, obviously, you know, they were
8 interested in a settlement. Do they have a lawyer?

9 MS. LEWIS: Yes.

10 THE COURT: Who's it? Right there?

11 MS. GARCIA: I represent them in the foreclosure
12 case, Your Honor, and I had all of the documents to
13 show the history.

14 THE COURT: Okay. That's fine. I'm not --
15 listen, I don't want to start pointing fingers before
16 we need to point fingers. Okay.

17 MS. GARCIA: I understand, Your Honor.

18 THE COURT: But obviously I would, you know, if
19 I was sitting where they were sitting with a
20 judgement against me, I'd want to settle also. So
21 they have a lawyer, Ms. Patwell represented --

22 MS. LEWIS: Ms. Sahm.

23 THE COURT: Whether, you know, she had capacity
24 to sign the agreement or didn't, that's another
25 story. But if they had been negotiating this for a

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1 while, you know, I mean --

2 MS. LEWIS: And that's what we'd like to look
3 into because the timing is suspect.

4 THE COURT: I mean, the problem is, if it's
5 \$225,000.00 and the judgement was 350 or something,
6 give or take, you know, we're gonna spend that in
7 legal fees trying to chase after the difference. I'm
8 not, it just -- you know, I remember once how I
9 needed a court monitor on the case. And the clerk's
10 inspector, you know, you should get a court monitor
11 so I get a court monitor. And by the court monitor,
12 he did great, the court monitor saved the ward about
13 \$25,000.00, unfortunately his bill was \$250,000.00
14 so, you know, it was a big dog and pony show for
15 nothing.

16 MS. LEWIS: And I understand --

17 THE COURT: So I'm trying to avoid that.

18 MS. LEWIS: Right. And --

19 THE COURT: And right now with all these people
20 sticking their nose into a guardianship, it sounds
21 like it's getting to be like a dog and pony show and
22 I'm not really happy about it, so.

23 MS. LEWIS: Well that's part of the issue, Your
24 Honor, is, you know, if we could just get the
25 information without the objections being filed and

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1 having to hold hearings and having twenty five people
2 show up and it turns out that everything is great and
3 fine and wonderful, that's the end of the story.

4 THE COURT: I mean, Ms. Patwell was retained to
5 represent her in that foreclosure suit, correct?

6 MS. GARCIA: Yes.

7 MS. LEWIS: Yes.

8 THE COURT: Right, Amber?

9 MS. PATWELL: Yes, she called me regarding the
10 guardianship and then asked for assistance for
11 (unintelligible) --

12 THE COURT: Yeah, you took over from Sweetapple.

13 MS. PATWELL: Yes, I tried to, he never signed a
14 joint stipulation. I did file a Notice of Appearance
15 and I tried to file a substitution of counsel.

16 THE COURT: Okay. So that was May, if I can, May
17 of '23 or something?

18 MS. PATWELL: Yeah, May 1st is when she hired me.

19 THE COURT: All right. So, what was the date of
20 these reports, does anybody recall offhand?

21 MS. GARCIA: May 5th, I think.

22 THE COURT: May 5th, where they found incapacity.
23 But she's not adjudicated incapac --

24 MS. LEWIS: No.

25 THE COURT: But the examining committee said she

1 was incapacitated. Okay.

2 MS. GARCIA: And, Your Honor, the incapacity, by
3 the way, was an agreement between Mrs. Patwell and
4 the -- when Mrs. O'Malley who is also a partner in
5 the same law firm that represents the estate which I
6 was negotiating the settlement with prior. I have a
7 whole history of this case.

8 THE COURT: The dad's estate?

9 MS. GARCIA: I'm sorry?

10 THE COURT: Mr. Sahm's estate or who's estate
11 were you talking about?

12 MS. GARCIA: Oh, Mr. Sahm's estate. He was one
13 of the parties in the foreclosure case.

14 THE COURT: Yeah, this case has everything. We
15 got the daughters, one daughter's pointing the gun at
16 another daughter, I mean, this is like really --

17 MS. GARCIA: Right. I think I'm probably the
18 best party in a position to show the history, I have
19 the documents to show it, Your Honor.

20 THE COURT: Okay. I mean, I would really like
21 to, sort of, cut to the chase and start taking care
22 of our ward to be honest with you.

23 MS. GARCIA: That's what we're trying to do.

24 MR. REVARD: Me, too.

25 MS. LEWIS: Well, I would love it, perhaps, if

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1 Ms. Garcia could provide me with copies of the
2 documents that she has, I can take them back to my
3 office --

4 THE COURT: Is there a reason why you can't?

5 MS. GARCIA: (Unintelligible), my client. I have
6 them here today, this was not an issue until they
7 determined, they decided to file this guardianship to
8 try to set aside this settlement that had been orally
9 (unintelligible).

10 THE COURT: Well when did -- can you just sort of
11 give me some time frames?

12 MS. GARCIA: Absolutely.

13 THE COURT: When did you start negotiating --
14 first of all, are the Bernsteins in that home still
15 or they're gone or they're still in the house?

16 MS. GARCIA: This -- so you understand, Your
17 Honor, the Sahms' parents, the ward and her husband
18 were very good friends and business partners with the
19 Bernsteins' parents.

20 THE COURT: Right.

21 MS. LEWIS: Your Honor, can we swear Ms. Garcia
22 under oath if she's gonna offer testimony?

23 THE COURT: No, I'm just asking her as a lawyer,
24 she's an officer of The Court, so.

25 MS. GARCIA: And that was the family home, it was

1 the Sahms' family home prior and then they sold it to
2 the Bernstein family.

3 THE COURT: And then of course when --

4 MS. GARCIA: And then they gave them a mortgage
5 for \$110,000.00.

6 THE COURT: The Bernsteins are deceased, I'm
7 guessing?

8 MS. GARCIA: No. Yes, but the --

9 THE COURT: I understand, it's the second
10 generation in which all the problems arise.

11 MS. GARCIA: And their three children.

12 THE COURT: Right. Okay. So, there's a
13 foreclosure?

14 MS. GARCIA: Right.

15 THE COURT: Obviously things must have went south
16 because Mr. and Mrs. Sahm decided they're suing them
17 for foreclosure because they're not paying their
18 bills.

19 MS. GARCIA: Right. What happened is there was a
20 mortgage for \$110,000.00. And back on 11-11 of 2019,
21 they resolved it for \$200,000.00. There was issues
22 with the lawyers and the families fighting to release
23 the funds. So it was originally settled in 2019.

24 THE COURT: Right. And settled for two hundred,
25 and that's what Sweetapple and --

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1 MS. GARCIA: No, this was prior.

2 THE COURT: Prior to him. Okay.

3 MS. GARCIA: It was during the, early in the
4 foreclosure.

5 THE COURT: All right. Well, whatever, obviously
6 it didn't settle, it went to judgement.

7 MS. GARCIA: Right. I have a copy of that.

8 THE COURT: Okay. But anyway it went to
9 judgement.

10 MS. GARCIA: Then what happened, is the
11 foreclosure was filed in the name of Walter Sahm and
12 Patricia Sahm. Walter Sahm died during the
13 foreclosure, nobody substituted the parties or
14 informed The Court. They continued to file summary
15 judgements and did final judgements in the name of
16 the dead man, who's been dead for years.

17 THE COURT: Uh-huh.

18 MS. GARCIA: In the meanwhile, Patricia Sahm, the
19 ward, had no idea what was really going on. Her
20 daughter, Joanna, was representing her mom through
21 her power of attorney in the foreclosure case and two
22 bankruptcy cases through numerous attorneys.

23 THE COURT: Uh-huh.

24 MS. GARCIA: So what happened, then they got the
25 final judgement, there was appeal that was dismissed

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1 because the attorneys, there was lots of issues, Your
2 Honor, and I have a copy of the Motion to Set Aside,
3 for 1.5 broker fraud, that's still pending right now.

4 THE COURT: What is the alleged fraud, if I can
5 ask, everybody seems to be talking about fraud.

6 MS. GARCIA: There is so much fraud, Your Honor.
7 I have a copy for you.

8 THE COURT: Well don't tell me, don't give me a
9 conclusion just tell me what the allegations are for
10 the fraud.

11 MS. GARCIA: If I can hand you this, Your Honor,
12 then I can summarize it as quick as possible.

13 THE COURT: Great.

14 MS. GARCIA: But basically you have them
15 receiving judgements in the name of the dead man
16 without substituting. You have Patricia Sahm, the
17 mother, the ward, who had no involvement in the case
18 at all, her daughter was making all the decisions
19 with the power of the attorney but they never
20 informed The Court or never gave, Mr. Sweetapple
21 never gave the mother, you know, any settlement
22 offers or anything. I was, like, the fourth or fifth
23 lawyer in the case, I believe.

24 And so basically we got summary judgements
25 without service, without notice, there's service

1 issues, there's fraud issues. There's --

2 THE COURT: Listen, you keep telling me fraud but
3 the Bernsteins would like to go ahead and enforce
4 that settlement for two hundred and whatever
5 thousand, right?

6 MS. GARCIA: Right. They're waving their rights
7 in the 1.5 (unintelligible) and to pursue that case
8 and to pursue other cases.

9 THE COURT: I get it.

10 MS. GARCIA: In exchange they settled for two --

11 THE COURT: And the litigation, be done with it
12 because otherwise you're gonna be litigating for the
13 next twenty years.

14 MS. GARCIA: Exactly.

15 THE COURT: I get it.

16 MS. GARCIA: Yeah, the attorney's fees are over
17 \$100,000.00, I believe, from the Sahms.

18 THE COURT: It ain't cheap to litigate.

19 MS. GARCIA: Right. And they're continuing and
20 continuing and they're going to continue. They don't
21 want to -- they want to set aside the settlement with
22 no motion pending and with no basis.

23 THE COURT: In other words, they want to just
24 have The Court approve that settlement, everything
25 else is done.

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1 MS. GARCIA: The Sahms want to set aside the
2 settlement.

3 THE COURT: I know what the Sahms -- I'm asking
4 you. Assuming I were to approve that settlement.

5 MS. GARCIA: Right. Then the Bernsteins go away,
6 the Sahms and the Bernsteins --

7 THE COURT: Then the Bernsteins send a check to
8 the guardian and it goes into her guardianship
9 account, two hundred and whatever the amount is.

10 MS. GARCIA: (Unintelligible) and then they're
11 out.

12 THE COURT: And then they're done. I don't have
13 to see the Bernsteins showing up for court anymore.

14 MS. GARCIA: Not here.

15 THE COURT: Or all their minions who seem to --
16 okay.

17 MS. GARCIA: The other people, Your Honor, by the
18 way, they're involved actively outside of the
19 Bernsteins, obviously (unintelligible), they're very
20 nice people. They, you know --

21 THE COURT: I'm kidding.

22 MS. GARCIA: I know what you're saying, Your
23 Honor. I just want you to understand the
24 perspective. It's not the Bernsteins, like, leading
25 this battle. I've been trying to resolve this since

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1 I came in.

2 THE COURT: It just always, I'm curious because
3 they're obviously not on our email list so when
4 orders get entered setting hearings they don't get
5 notice so I'm wondering how they all seem to get
6 notice.

7 MS. GARCIA: Well they actually are on the email
8 list and Mr. Hall had filed a Notice of Appearance
9 himself as an interested party for BFR, and as the
10 motion's set and pending, it's set for hearing, I
11 think, next month, to strike me off as the Bernstein,
12 as BFR's interested party, and to strike Kevin from
13 service.

14 THE COURT: All right.

15 MS. GARCIA: In the meanwhile, I came in to
16 represent Patty Sahm Junior because they have an
17 injunction, which is a whole other issue.

18 THE COURT: Well Patty allegedly pointed a gun at
19 her sister. Is that case going to trial or what?

20 MS. GARCIA: This had nothing to do with this,
21 Your Honor. There is a criminal case and there is
22 potential resolve over there. David Kubilian is her
23 attorney in that case. And -- but that case has
24 nothing to do with this case directly.

25 THE COURT: Right. So can I ask you all a

1 question, Joanna, for example, is there a reason you
2 don't want to settle this thing and be done with it?

3 MS. J. SAHM: There's more to the story than what
4 you're being presented.

5 THE COURT: Is there an offer, is there a
6 \$225,000.00 waiting to hit Patty Sahm's bank account?

7 MS. J. SAHM: There's a lot more owed than that,
8 just in the judgement alone.

9 THE COURT: How much is owed?

10 MS. J. SAHM: The case went to a foreclosure sale
11 and then bankruptcy was filed to stay off the sale
12 and that's happened twice.

13 MS. LEWIS: There actually was a foreclosure sale
14 date set, Your Honor.

15 MS. J. SAHM: There was.

16 MS. LEWIS: So the house --

17 THE COURT: Well how many times did our former
18 president go bankrupt, so that's the laws. As he
19 plainly states, I just took advantage of the law so
20 there you go. It doesn't seem to impact him any, so.

21 MS. LEWIS: Except that the bankruptcy court
22 found that it was not filed in good faith and
23 actually lifted the order on the stay. So --

24 THE COURT: Who are all these people that keep
25 showing up? It's annoying but I'm not letting any

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1 more in. It's ridiculous.

2 MS. LEWIS: Your Honor, I think what it comes
3 down to on behalf of the guardian is this, the
4 guardian has a fiduciary duty to obviously protect
5 the ward, protect the ward's assets, investigate
6 claims on behalf of the ward. I have maintained for
7 the past couple of weeks, we just want to get to the
8 bottom of what happened.

9 THE COURT: I understand that, but I will just
10 say this much. You're talking appeals. I'm gonna
11 terminate Amber Patwell, it's gonna be an appeal. I'm
12 gonna terminate Ms. Gar, it's gonna be an appeal. I'm
13 gonna do this, it's gonna be appeal. I mean, it's
14 ridiculous. And it's gonna cost three times as much
15 as they're ever gonna get. And sometimes, you know,
16 what is it, a bird in the hand is -- I mean, I don't
17 understand, you know. This is like -- I'd like to
18 say it, it wouldn't be appropriate terminology coming
19 from the bench but it's a show. And you can come up
20 with what the first word is.

21 MS. LEWIS: When I go to Ms. Patwell and I say,
22 we'd like to subpoena, we'd like to depose you, we'd
23 like to get to the bottom of this --

24 THE COURT: I get it.

25 MS. LEWIS: -- they throw up a brick wall.

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1 THE COURT: I get it.

2 MS. LEWIS: We just want to know. If Your Honor
3 says, I'm ordering the guardian to not investigate
4 this, drop it, (unintelligible) --

5 THE COURT: So I'm not gonna -- I actually
6 ordered, I signed an order authorizing him to pursue
7 it.

8 MS. LEWIS: Right.

9 THE COURT: So, Mr. Revard --

10 MR. REVARD: Yes, sir.

11 THE COURT: -- you sort of hold some of the keys
12 to our ward here, you have the right to consent to
13 medical and mental health treatment, to contract, to
14 sue and defend lawsuits, to personally apply for --

15 MR. REVARD: You're breaking up a little bit
16 here.

17 THE COURT: Okay. Well, to personally apply for
18 government benefits, to manage property or make any
19 gift or disposition of property and what is your
20 thoughts on this foreclosure suit, you think it's
21 worth pursuing ultimately or you think it's, you
22 know, just spending more money? I mean, I don't
23 know, listen, let me just ask you, I don't now how
24 well off Patricia is or isn't, you know, I have wards
25 who have millions and millions of dollars and if they

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1 blow a couple hundred thousand it doesn't really
2 impact them. But then I have wards who don't have
3 that much money and, you know, pissing away another
4 two hundred grand or three hundred grand will
5 seriously impact them. So I'm just wondering, yeah,
6 I don't want you to give me an amount but is she, how
7 well off is she?

8 MR. REVARD: She's going to be fine and that's
9 where I would leave that. This isn't really the
10 issue.

11 THE COURT: How is she doing, by the way?

12 MR. REVARD: If this house with the Bernsteins,
13 the \$225,000.00, it's really just a slap in the face
14 because the property's worth a lot more than that.
15 I mean, it's South Florida, it's Boca Raton.

16 THE COURT: Okay. Well, first of all, I don't
17 know when this judgement was rendered, you can't go
18 by today's values, number one.

19 MR. REVARD: Oh, I understand that.

20 THE COURT: And they've gone up a little bit, no
21 wonder the Bernsteins would like to settle, I'm sure
22 they're -- but regardless -- oh, he's raising his
23 hand again, this just annoys me. Regardless, you
24 know, how's her health?

25 MR. REVARD: My aunt is very active and she is

1 totally with it in terms of being able to go out and
2 exercise and do things like that.

3 THE COURT: Good.

4 MR. REVARD: And she can remember things when you
5 prod her but if you go back and we talk to her five
6 minutes right now, and in fifteen minutes try to ask
7 her what we just talked about, she wouldn't be able
8 to tell you that.

9 THE COURT: All right. Can I ask --

10 MR. REVARD: Her short term memory is shot.

11 THE COURT: Yeah. All right. So Patricia and her
12 husband sold it to the Bernstein's family or
13 something, the parents?

14 MS. LEWIS: I think probably you're in a better
15 position to answer that question than I.

16 THE COURT: Right, it was your parents.

17 MR. BERNSTEIN: To my children.

18 THE COURT: To what?

19 MR. BERNSTEIN: To my three children, to an LLC
20 that my children own. They skipped me and my wife
21 because we had a car bomb in our car with people
22 trying to murder us. So my parents were trying to
23 hide the asset.

24 THE COURT: The case gets even more interesting.

25 MR. BERNSTEIN: (Unintelligible) Walter Sahm, who

1 was my dad's good friend and my dad bought out quite
2 handsomely and retired Pat Senior and Walter to The
3 Villages.

4 THE COURT: So I'm saying, but my point is, your
5 dad and your mother, whatever, they were, I guess,
6 close with the Sahms?

7 MR. BERNSTEIN: Yeah.

8 THE COURT: Right.

9 MR. BERNSTEIN: That's the reason my kids bought
10 them out and put them into pasture. Or as
11 (unintelligible) would say it.

12 THE COURT: Okay.

13 MR. BERNSTEIN: Quite generously, by the way.

14 THE COURT: Okay. But I'm assuming they gave
15 somebody a pretty good deal on this house?

16 MR. BERNSTEIN: Yeah.

17 THE COURT: And who did, who got the good deal,
18 was it your parents?

19 MR. BERNSTEIN: My three children.

20 THE COURT: Your children?

21 MR. BERNSTEIN: Yes.

22 THE COURT: And who is supposed to be paying the
23 mortgage?

24 MR. BERNSTEIN: The mortgage was supposed to be
25 paid by my dad's estate.

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1 THE COURT: Okay. And they didn't pay it or
2 what?

3 MR. BERNSTEIN: No. Because my brother and his
4 attorneys who have already been involved in several
5 frauds on the court, like fourteen estate documents,
6 blocked it and have been blocking me from getting the
7 money to pay the Sahms for years. And they're
8 supposed to be trustees for my children but they're
9 forcing them into a court (unintelligible) with
10 Joanna. And, by the way, one last point, Your
11 Honor --

12 THE COURT: Sure.

13 MR. BERNSTEIN: -- Joanna Sahm was representing
14 her mother through a power of attorney. She did not
15 present that power of attorney to any third parties,
16 like The Court or us so nobody knew.

17 THE COURT: I got it.

18 MR. BERNSTEIN: So a judgement is really entered
19 in Patricia Sahm Senior's name but she didn't know
20 anything about the court case or --

21 THE COURT: All right. But that's sort of --

22 MR. BERNSTEIN: She signed affidavits in her
23 mom's name.

24 THE COURT: Okay. Well, whatever, in any event.

25 MR. BERNSTEIN: That's where some of the fraud

1 comes from.

2 THE COURT: Okay. I see this case is loaded with
3 honesty so that's good.

4 MS. GARCIA: The honest thing is, Your Honor, is
5 that Patricia Sahm, the ward, wanted to settle the
6 case (unintelligible) --

7 THE COURT: Okay. But here's the thing, okay.

8 MS. GARCIA: (Unintelligible) -- through two
9 attorneys.

10 THE COURT: Here's the thing. This is like a bad
11 movie of the week. Okay. And, you know, I would
12 love to force the guardian, say settle, take the
13 money and run. But I should allow him to look into
14 it. I'm not saying he's gonna take action to vacate
15 it. I'm not saying I would approve that action. Any
16 action he takes would be approved by The Court. But
17 I would be remiss in my job if I didn't give him the
18 tools to look into it. And that is -- you know, he
19 should know everything that went on in that
20 settlement case and make an informed decision. And
21 whether I agree or don't agree, I'll certainly be in
22 a better position to decide the issue. You know, I
23 don't want to just make a snap judgement, you know,
24 the little bug in the back of my head says, you know,
25 all these legal fees ain't gonna be worth it but I

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1 don't really know. So I don't know what happened.
2 But I think I should give him the opportunity, I did
3 give him the opportunity already by court order and
4 so we seem to be getting these road blocks. So, you
5 know, he's in a position as guardian for Patricia.
6 And as guardian, and I gave him the authority to
7 manage, you know, her property. I gave him the
8 authority by separate order to pursue the foreclosure
9 action. He has the authority to waive any privilege
10 she has. He's her guardian, court ordered, court
11 appointed. And so to the extent that's an issue
12 today, I grant the waiver.

13 Okay. So, Ms. Patwell is free without
14 concern, there'll be a court order and she's free
15 to -- I want him to review documents. That's all I
16 want, review what happened. You know, listen, I kid
17 the Bernsteins, I don't know these people. You know,
18 I see them in court, I've never met them. I'm sure
19 he's got, they've got a lot of information that, you
20 know, the ward and his lawyer would like to know.
21 And let's get to the bottom of this already. This is
22 ridiculous, we've spent hearing after hearing after
23 hearing, repeating ourselves. And it's stupid. You
24 know, I've never once heard anything about, you know,
25 today's the first day I heard something about the

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ward, how she's doing. It's about Amber, it's about her client, it's about you, it's about your client, it's about everybody but the ward and it's not right.

MS. GARCIA: And I agree the ward needs to be the priority and she's being isolated from my client.

THE COURT: Listen, if there's a hearing that needs to be had, there's a hearing. Right now, listen, honestly, I wasn't the criminal judge, but how, she was arrested for, what, aggravated assault with a firearm?

MS. LEWIS: Yes.

THE COURT: And was allowed to remain in that home, it never would have happened if I was the criminal judge, okay. So, I don't know what happened, I'm not gonna guess what happened. Somebody will take care of that in a separate proceeding. So, you know.

MS. GARCIA: Your Honor, the main concern was this, was just the fact that the guardian may have a right to waive certain privileges but if you make a blanket ruling that this guardian in this particular case --

THE COURT: He waived, I'm giving him the right to waive her attorney/client privilege as it pertains to that foreclosure proceeding, the foreclosure

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1 settlement, all, whatever happened in that realm, the
2 privilege is waived. And I'll sign a court order and
3 Ms. Patwell will be protected. I'm not waiving her
4 privilege for her lifetime, I'm not -- it's just for
5 this --

6 MS. LEWIS: And I'm not asking for that.

7 THE COURT: Because how can Mr. Revard, with his
8 lawyer, make an intelligent decision that, you know
9 what, we should just take the money and be done with
10 this and we're done with everything and we're done
11 with appeals and we're done with, you know, or
12 whether there's more to it, I don't know. I got
13 bombs being put under cars, I don't know what the
14 hell's going on with this case.

15 MS. GARCIA: I understand that.

16 THE COURT: I don't know what kind of business
17 you all are in but I don't, maybe I don't want to
18 know.

19 MS. GARCIA: I was just concerned about the where
20 with all that any guardian can turn around and waive
21 the ward's attorney's privilege and get all the
22 information and the ward would never have any privacy
23 or protection. That was my concern.

24 THE COURT: Listen, the ward's privilege is
25 waived as I said only as to the foreclosure lawsuit,

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1 the proceedings regarding the settlement, right,
2 that's it?

3 MS. LEWIS: That's it.

4 THE COURT: So let's get on with this and
5 let's -- I mean, we are churning fees, the meter's
6 cranking here. And I really want to try and put a
7 stop to it. All right, Amber, so anything you want
8 to add to that or you understand there will be a
9 written court order and --

10 MS. PATWELL: Yes, Your Honor, I understand The
11 Court's ruling and I will abide by it.

12 THE COURT: Okay. Thank you. All right. So
13 what else we got to do, so you need to get documents,
14 which I'm gonna hand you.

15 MS. LEWIS: Right.

16 THE COURT: They don't look that interesting but
17 I'll give them to you anyway. Anything interesting
18 there or juicy there, Amber, I don't know, it don't
19 look like it, but.

20 MS. PATWELL: Your Honor, I would say there is a
21 couple pages of my client notes of all my
22 conversations with her on the phone.

23 THE COURT: Well that's good, so.

24 MS. PATWELL: I would ask that you don't give
25 those over, I can summarize, you know, the -- in

1 relation to the foreclosure because those are all the
2 notes I have. That's the only issue on those
3 particular documents that are privileged, I believe.

4 THE COURT: Well, I mean --

5 MS. LEWIS: We would like to see the notes, Your
6 Honor.

7 THE COURT: The notes are, I assume you were
8 retained to represent her for the foreclosure, I
9 assume the notes are relative to the foreclosure?

10 MS. PATWELL: Not all of them are is the point,
11 Your Honor. It does contain some notes about the
12 foreclosure but it goes beyond that.

13 THE COURT: Well where are the notes, I'm looking
14 and I don't really see notes so I'm trying to --

15 MS. LEWIS: Well we are asking to waive the
16 privilege with regards to the guardianship as well,
17 Your Honor. And the reason for that is because if
18 Ms. Patwell, and I'm not saying that she did or she
19 didn't, but if she knew or had an inkling that her
20 client was incapacitated when she facilitated her
21 entering into the settlement agreement, which the
22 only copy of a settlement agreement that I have was
23 executed May 22nd of this year. That is germane to
24 our position to terminate Ms. Patwell, which is set
25 for hearing today.

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1 MS. PATWELL: Your Honor, in response, I mean,
2 obviously Ms. Sahm was present for the initial
3 hearings and she told The Court herself, she did not
4 think she was incapacitated, she's always been
5 adamant that she did not need a guardian. We did
6 enter into the settlement because, obviously for best
7 interest purposes. And so, I mean --

8 THE COURT: Yeah, my understand, I mean, a lawyer
9 really isn't under an obligation to make a
10 determination of capacity when they talk to their
11 client. At least I've been told that when they sign
12 wills, you know, unless they're, you know, totally
13 out of it.

14 MS. LEWIS: You have to determine whether or not
15 your client has a threshold of capacity. Whether or
16 not --

17 THE COURT: Well I assume that, you know, listen,
18 well since it's a limited guardianship, I assume
19 there was a threshold somewhere. So nobody said
20 there was a plenary required and --

21 MS. LEWIS: No, but I believe everybody did say
22 that she did not have the capacity --

23 THE COURT: All right. So, Ms. Patwell, I'm just
24 looking at what you provided and I see client's
25 invoice, I see -- oh, notes of client calls, is that

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1 what you're referring to?

2 MS. PATWELL: Yes, Judge. I can look at the
3 number it was, I can't recall.

4 THE COURT: Yeah, it's number nine. I see it,
5 it's number nine. Okay. Well, I mean, I will look
6 through those then and if I think it pertains to
7 something outside of my order, I'll exclude it.

8 MS. PATWELL: Okay. Thank you. Yes, I would
9 just like it to be redacted if it's not relevant to
10 the foreclosure proceeding. Thank you.

11 THE COURT: Okay. Fair enough. All right. And
12 so assuming you get what, everything you need and
13 Mr. Revard gets everything he needs and Ms. Garcia
14 provides you with all the stuff she has regarding
15 this foreclosure and settlement, how much time til we
16 can get a decision whether we're gonna take the
17 settlement and be done with this.

18 MS. LEWIS: It depends on how much information,
19 Ms. Garcia looks like she's got a pretty hefty stack
20 there but, I don't know.

21 MS. GARCIA: Read it into the record and hand it
22 to her here.

23 MS. LEWIS: That's not gonna happen.

24 MS. GARCIA: We're here for the hearing to
25 terminate Ms. Patwell and it's the allegations that

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1 Ms. Patwell and I, by the way, somehow at the last
2 minute coerced this client illegally to enter this
3 settlement. And I have proof that that is untrue --

4 THE COURT: Well let me just say this --

5 MS. GARCIA: -- and this is an attack on us
6 personally.

7 THE COURT: Okay. But, nobody's -- I think they
8 would like to look into that, that's all. I don't
9 think anybody's saying that happened. They don't
10 know whether it happened because they have -- listen,
11 they have a contract signed by a person who was
12 already found to be incapacitated, right, May 22nd
13 she was determined to be incapacitated, at least by
14 the examining committee not adjudicated by The Court.
15 But all I did was, you know, it's like a rubber
16 stamp, the lawyers agree, boom. But the examining
17 committee at the time they saw her said she had a
18 limited incapacity and so the agreement was signed
19 after that. Honestly, they probably wouldn't be
20 doing their job if they didn't at least look into it.

21 MS. GARCIA: Your Honor, I'm sorry, I have to be
22 direct with The Court.

23 THE COURT: Be direct.

24 MS. GARCIA: I believe that you're being misled
25 by them about the history and the settlement. I

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1 mean, I have retainers from the prior attorney from
2 April 11th, 2023 --

3 THE COURT: Okay.

4 MS. GARCIA: -- that they retained to settle
5 this, which was run off by an impersonation.
6 They're -- this case was only filed --

7 THE COURT: I know, but here's what you're
8 telling me, hold on. You know, it sounds like what
9 you're saying, oh, Joanna was being, you know, she
10 had a power of attorney, she didn't disclose it, you
11 know, mean old Joanna, she's committing a fraud, bah,
12 bah, bah. The bottom line is dad, Papa Sahm, sued the
13 Bernsteins, okay.

14 MS. GARCIA: To preserve a statute of limitations
15 and never intended to pursue --

16 THE COURT: I don't know what he intended. He
17 filed a lawsuit with him and his wife suing the
18 Bernsteins. You say it was only for this reason. If
19 he really never intended to pursue it, what did he
20 care if the statute of limitations ran or not, that
21 makes no sense. So he hired a lawyer, he sued.
22 Okay. All right. I mean, all this stuff about, she
23 had a power of attorney, she had, who cares, we're
24 talking about a settlement agreement, period. Is it
25 in the ward's best interest or not. If they say it's

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1 not and want to litigate, I get it. All the stuff
2 hits the fan, great. I'm hoping we don't go there.
3 I'm hoping with a little cooperation they'll be
4 content and say, listen, it ain't worth chasing the
5 dollars and let's just be done with this.

6 MS. GARCIA: That will never happen without a
7 court order from the other side, they will
8 steadfastly never ever settle anything.

9 THE COURT: Well I'm glad you feel that way. I
10 said that --

11 MR. REVARD: I disagree with that.

12 THE COURT: I disagree, too, I mean --

13 MS. GARCIA: I don't know Charles --

14 THE COURT: Huh?

15 MS. GARCIA: I don't know Charles but from the
16 filings I've seen so far, he's rubber stamping
17 Joanna's misrepresentations and I don't know if he's
18 being misled by Joanna or what.

19 THE COURT: I haven't even heard from Joanna.

20 MS. O'MALLEY: Stop slandering my client.

21 THE COURT: I know, I haven't heard from Joanna.
22 Listen, this is the Guardianship of Patricia A. Sahn
23 a co-plaintiff in a lawsuit against the Bernsteins
24 who is now an incapacitated ward. I don't care about
25 Joanna, I don't care about any of these people. Okay.

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1 My only interest and I think Mr. Revard's on the same
2 page, I hope.

3 MR. REVARD: Yes.

4 THE COURT: Was this an appropriate settlement or
5 not, that's it. Okay. If they think you and
6 Ms. Patwell were in cahoots and -- that's their
7 problem, it's got nothing to do with me. But, you
8 know, listen, I'd like to get it resolved, I'm sure
9 the Bernsteins would like to get it resolved and
10 let's move on taking care of our ward which is what
11 the hell this is supposed to be about. You know,
12 it's very frustrating because it's, you know, this
13 stuff, I mean, you guys could have just met in a
14 damn conference room and resolved this thing.

15 MS. GARCIA: I wish we could, Your Honor.

16 THE COURT: Well.

17 MS. LEWIS: We file discovery, we get objections
18 so we're here.

19 THE COURT: Right. So I've entered an order as
20 to the, I'm gonna basically hand her, Ms. Patwell,
21 all of the, whatever you gave me, other than those
22 notes and I'll read --

23 MR. REVARD: Your audio is breaking up for me.

24 THE COURT: Okay. Well I'm here so. Anybody's
25 always welcome to come to the courthouse. Anyway,

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1 hopefully, can you hear me? Amber, you can hear me?
2 You're muted, which is how I usually like the lawyers
3 but anyway.

4 MS. PATWELL: Yes, Judge, I couldn't hear all of
5 what you said, it was going out and I could hear a
6 little interjection, a voice.

7 THE COURT: The problem is we're totally relying
8 on our internet with this thing and it doesn't work
9 very well. But if I use my computer it works even
10 worse, so. There's somebody here writing everything
11 down, she would never be able to write anything down
12 if I didn't have this screen on.

13 Anyway, I'm gonna give her all of the
14 documents other than the notes, which I will go
15 through and redact if I think it's appropriate, other
16 wise I'll get those to her as well.

17 Ms. Garcia, can you commit to The Court tht
18 you guys, without, you know, slinging mud and
19 throwing swords and, can arrange some time to get
20 together and go over whatever you think you have
21 relative to the -- you told me you got a ton of
22 stuff.

23 MS. GARCIA: Sure, I'll do that.

24 THE COURT: Okay. Great. Well let's do it.
25 Let's get this done. And let him make a decision and

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1 if I don't agree with it, I'll nix it, I don't care.
2 If I don't like, if Revard comes to me and says, I
3 want permission to continue this litigation, I may
4 say no, take the money and be done with this, I don't
5 know. But somebody got to make a damn decision
6 already, so let it be an informed one at least. All
7 right.

8 MS. LEWIS: Well maybe we can just put that in
9 the order, Your Honor?

10 THE COURT: Yeah, put it in the order. I'm
11 gonna --

12 MS. LEWIS: (Unintelligible) then we'll meet and
13 confer.

14 MS. GARCIA: Or an order to confer, yes.

15 MS. LEWIS: No, I'd like to see the documents
16 first before we confer, Your Honor. Because I don't
17 know how much time --

18 THE COURT: Yeah, yeah, that makes sense. I mean,
19 I don't know what you got there, I mean, do you have
20 a ton or --

21 MS. GARCIA: What I have with me today, Your
22 Honor, I have the power of attorney from March, the
23 revoked, the revocation of power of attorney from
24 March and April. I have the retainer agreement for
25 Twig, Trade, and Tribunal, which Ms. Sahm had hired

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1 to settle the case in April.

2 THE COURT: Oh, that was the prior firm, you
3 mean.

4 MS. GARCIA: The prior attorney.

5 MS. LEWIS: They were both 2023?

6 MS. GARCIA: 2023.

7 MS. LEWIS: Okay.

8 MS. GARCIA: And then I have an email from that
9 attorney where somebody called from Joanna's phone to
10 cancel the retainer. So as a result then on May 1st,
11 Ms. Patwell was retained.

12 MS. LEWIS: So I just, I'd like to ask one
13 question because all of this, what Ms. Garcia is
14 stating is things that happened this year when
15 arguably Mrs. Sahm may have been not adjudicated
16 incapacitated but practically incapacitated. Is
17 there anything to support her contention that the
18 settlement agreement was in the works for years,
19 that's what I'm more interested in seeing.

20 THE COURT: Or, you know, when -- what year did
21 this judgement get rendered, do we know, the three
22 hundred and something thou --

23 MS. GARCIA: 2021, Your Honor.

24 THE COURT: '21. And it was appealed, I assume
25 an appeal was filed. I don't know if it was ever

1 briefed or not. But when is the first time a
2 settlement discussion started?

3 MS. GARCIA: There's been settlement since 2019.

4 THE COURT: Well I'm just saying after the
5 judgement really, but.

6 MS. GARCIA: Then during the litigation, there
7 was settlement with the prior counsels and then for
8 me, I had the emails with her law firm, with John
9 Raymond from February 2nd, 2023 to March 30th. And on
10 March 13th, 2023, John Raymond, the attorney with her
11 law firm, when I was asking to clarify, who am I
12 settling with, the estate or here or what are we --

13 THE COURT: Right.

14 MS. GARCIA: -- (unintelligible), we're trying to
15 get the funds released. He told me, Ms. Sahm is not
16 under a guardianship, it does not need a guardian.

17 THE COURT: Okay.

18 MS. GARCIA: Because I threw in to get a guardian
19 for her and they said she doesn't need one.

20 THE COURT: Okay.

21 MS. GARCIA: And all of a sudden when it got
22 settled, here we are, we need a guardian.

23 THE COURT: All right.

24 MS. LEWIS: I thought this was a fraudulent
25 guardianship?

1 MS. GARCIA: It is a fraudulent guardianship in
2 my opinion. But that's my opinion.

3 MS. LEWIS: But the one that you wanted was okay?

4 THE COURT: Why are we, why are we -- listen, I
5 am trying to be very calm and rarely professional but
6 I'm trying. And why are we slinging mud and just
7 making accusations and just figure out what we need
8 to figure out and move on. Either it's a good deal,
9 it's not a good deal, forget about all the fraud, all
10 the this, the car bombs, the this, whatever.

11 Where is this, who's holding this money?

12 MS. GARCIA: The Clerk of Court in a trust case
13 for the three children.

14 THE COURT: Has 225 grand sitting there?

15 MS. GARCIA: Yes. And we've been ready to
16 release it but I haven't filed a Motion to Release it
17 because they brought up --

18 THE COURT: And how long has -- are they charging
19 to hold this, they charge?

20 MS. GARCIA: No, and then no interest is being
21 made either. I would like to release the money
22 tomorrow. The Court already ordered it would be
23 released to satisfy this, Judge Johnson had ordered
24 the money will be released to satisfy the mortgage.

25 THE COURT: She ordered that.

1 MS. GARCIA: Yeah. And she said -- but then
2 Mr. Rose, who's the attorney for Ted Bernstein in the
3 case said, well, you can't do that because there's a
4 guardian and there's a problem with the settlement.
5 So everybody's muddying it up and muddying it up and
6 preventing us from resolving it.

7 THE COURT: Well it's very muddy.

8 MS. GARCIA: Yes, it is very muddy.

9 THE COURT: It's knee deep, I'm knee deep in mud
10 here.

11 MS. GARCIA: Thirty five years, this is one of
12 the worst cases I've ever seen, Your Honor.

13 THE COURT: Don't say that because I haven't seen
14 what's been filed next week yet, okay, so it's --
15 they're getting all nasty.

16 MS. GARCIA: I have faith in you, Your Honor, to
17 get this resolved.

18 THE COURT: Well I'm trying, you know, I would
19 like to keep the accusations to a minimum and just do
20 what we need to do.

21 MS. GARCIA: I would love to see this family
22 reunited, I would love to see Patricia with her mom.
23 I would love to see Joanna (unintelligible) --

24 THE COURT: Well you may need to put a metal
25 detector in there, I don't know. I don't know what's

1 gonna happen with that case, but. Well I'm gonna
2 hand your documents such as they are to counsel and
3 I've got, really, it's for the record, it's her
4 response number nine which is, I mean, two pages of
5 typed notes so if you want to hang tight and just
6 wait a minute, when we're done I'll read it and make
7 a decision what we're doing, so.

8 MS. LEWIS: I can do that. Okay.

9 THE COURT: All right. What else, I'm not gonna,
10 Ms. Patwell, I'm not firing you yet.

11 MS. PATWELL: Thank you, Judge.

12 THE COURT: Because I know you're having so much
13 fun.

14 MS. LEWIS: Well why don't we do just a reserve
15 ruling on that, Your Honor, and that will give me
16 time --

17 THE COURT: Yeah, I'm gonna reserve ruling.

18 MS. LEWIS: -- to look through all of this.

19 THE COURT: I'm not gonna --

20 MS. LEWIS: And if we need to set that for an
21 evidentiary hearing --

22 THE COURT: Hopefully we don't.

23 MS. LEWIS: -- we'll do that at a later date.

24 THE COURT: Hopefully we don't and hopefully we
25 can just move forward in this thing. This is -- you

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1 know, I come in, I look at the calendar and I'm like,
2 oh.

3 MS. GARCIA: All of us, Your Honor, I believe.

4 THE COURT: I'm like, come on, what time is happy
5 hour. This case is getting me -- so.

6 MS. GARCIA: There's no need for this, Your
7 Honor.

8 THE COURT: There isn't, I agree with you.
9 All right. So let me just say something while we're
10 all here, between Mr. Revard, Ms. Patwell,
11 Ms. Garcia, Joanna, the Bernsteins, everybody here,
12 okay.

13 DR. NAVARRO: Dr. Navarro.

14 THE COURT: What's that?

15 DR. NAVARRO: Dr. Navarro.

16 THE COURT: No, I'm not talking to you.

17 DR. NAVARRO: I said I'm Dr. Navarro.

18 THE COURT: I know who you are and I'm sorry
19 about your dad.

20 * * * * *

21 THE COURT: So, I think Ms. Navarro knows I like
22 to get things calmed down and, you know, get to the
23 point we need to get to. So hopefully we can do
24 that. I mean, you know, listen, everybody's been
25 professional, let's just keep it that way, let's --

1 MS. GARCIA: We don't want to see a repeat of
2 what happened to Dr. Navarro here.

3 THE COURT: Well I hope not. I certainly don't
4 and -- all right. Anyway. So I'll reserve ruling,
5 I'm gonna look at these notes in a minute and I'm
6 either gonna redact or not redact, as I think is
7 appropriate, okay, Amber, and -- you're muted still.

8 MS. PATWELL: Your Honor, do you want me, I don't
9 know if you want to redact or if you got something to
10 do that on Adobe or I can send them to you in Word
11 also if you want me to email them to your chambers.

12 THE COURT: Let me just take a quick look here.
13 Hold on. I will just say one thing, she points out
14 the daughters don't often see eye to eye that if her
15 husband was still alive, none of this would have
16 happened.

17 MS. PATWELL: And, Your Honor, she's repeated
18 that statement.

19 THE COURT: Yeah, I saw that. I saw that. But
20 that's life in guardianship court, unfortunately, you
21 know. It's often a probate battle before the person
22 dies, you know, and it's not really -- not one of the
23 things I relish about being in guardianship. Anyway.
24 And I note that the client was fine with C.R., who is
25 Mr. Revard, so long as he will not listen to Joanna

1 or let her influence him. Anyway. All right. So, I
2 note, you know, you had raised some issues. I really
3 find it's all pretty pertinent and who knows, they
4 may even find it a little enlightening, Amber, so I'm
5 gonna give them number nine, as well, so.

6 MS. LEWIS: Thank you, Your Honor.

7 THE COURT: All right. So, what I am ordering in
8 this case, obviously I'm gonna observe any ruling on
9 Amber. And what I'm ruling on this case is you guys
10 really try to make a good faith effort to
11 communicate. Let's get to the bottom of this thing
12 and let's get it resolved. Okay. Yes or no?

13 MS. LEWIS: I'd love to do that, Your Honor.

14 THE COURT: Okay. Great. You think there's a
15 pot of gold there under Bernstein's car, maybe it was
16 a pot of gold and not a bomb, I don't know.

17 MS. LEWIS: We just want to fiduciary duty and
18 (unintelligible) this.

19 THE COURT: I get it. So let's get this done,
20 let's stop the name calling, let's stop the
21 accusations, let's stop all this nonsense, please.
22 Okay. So hopefully within, I don't know, thirty,
23 forty five days, you guys can figure out what you
24 want to do. I am gonna require that any decision to
25 either pursue further litigation needs to come to The

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1 Court. Okay. So, this ain't gonna go on forever, one
2 way or the other we're gonna get to the bottom of it.
3 Okay. All right. Anything else, folks? Mr. Revard.
4 MR. REVARD: Yes, sir.
5 THE COURT: Charlie, can you hear me Charlie?
6 MR. REVARD: Yes.
7 THE COURT: Patricia seemed to have faith in you.
8 MR. REVARD: That is awesome.
9 THE COURT: To use your judgement and what you
10 think is best.
11 MR. REVARD: I believe I hold her husband's
12 wishes.
13 THE COURT: Okay. Good. All right. So you know
14 where I'm coming from, let's try and get this thing
15 back on track. Okay.
16 MR. REVARD: Absolutely.
17 THE COURT: All right. What else do we have
18 coming up here that we need to -- hopefully nothing
19 til we decide this.
20 MS. LEWIS: We have some Motions to Strike some
21 notices of alleged interested parties, they're coming
22 up next month.
23 MS. GARCIA: We have, more importantly is the
24 visitations with Patricia Junior and her mother.
25 There was a temporary injunction ex parte temporary

1 injunction entered at the hearing.

2 THE COURT: It got continued or something --

3 MS. GARCIA: Right.

4 THE COURT: -- you guys agreed to extend the
5 injunction.

6 MS. GARCIA: My client testified, I reserved
7 cross.

8 THE COURT: Okay.

9 MS. GARCIA: Joanna started her testimony, you
10 stopped it. We made an agreed order to temporarily
11 extend the injunction with no findings and no
12 admissions for sixty days.

13 THE COURT: Okay. So --

14 MS. GARCIA: They submitted an order to The
15 Court, Your Honor, making findings and they refused
16 to provide the transcripts so I called a Motion to
17 Compel and provide that transcript. And then they
18 filed an amended motion to appoint a Sean, I forget
19 his last name.

20 THE COURT: Lebowitz.

21 MS. GARCIA: Yes. So he can prosecute or find
22 violations of this injunction which I'm gonna be
23 filing motions to set aside.

24 MS. LEWIS: That's --

25 MS. GARCIA: So there's a big issue on that

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1 injunction.

2 THE COURT: Hey, Charlie, where do you live?

3 MR. REVARD: Indianapolis, Indiana.

4 THE COURT: Oh, you're in Indianapolis. Okay.
5 And Patty is here, right, in Florida?

6 MS. GARCIA: No, she's in North Carolina.

7 THE COURT: Oh, she's in North Carolina.

8 MS. GARCIA: That's here because of the
9 injunction, she went to North Carolina.

10 THE COURT: Not Patty Junior, Patricia.

11 MS. LEWIS: Oh, she's here.

12 THE COURT: She's here?

13 MS. GARCIA: Yes.

14 THE COURT: That's who I'm talking about. And
15 Patty Junior is where?

16 MS. GARCIA: North Carolina.

17 THE COURT: Okay. So she wants to see her mom?

18 MS. GARCIA: She wants to have telephone calls
19 with her mom. We've been trying --

20 THE COURT: Is there a reason she can't talk to
21 her mom?

22 MS. LEWIS: There is, it's set forth in the
23 injunction, the circumstances under which we have
24 asked for specific times to set up Zooms because we
25 do want to record those calls, given the

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1 circumstances. And we are not, we have not been
2 provided times. We have to know when the calls are
3 occurring so we can record them.

4 MS. GARCIA: Mother can't do Zoom and I can't
5 begin to tell you the debates on the emails, how
6 nasty they are.

7 MS. LEWIS: You know what, Your Honor, no, this
8 needs to stop. This needs to stop.

9 MS. GARCIA: Can we order the visitation today so
10 we don't have to discuss it again?

11 MS. LEWIS: No. There's an injunction.

12 THE COURT: I'm gonna solve all the world
13 problems.

14 MS. GARCIA: We're trying at one time.

15 THE COURT: And there's plenty.

16 MS. LEWIS: None of this is set for hearing
17 today, Your Honor.

18 THE COURT: I get it. But does Joanna see her
19 mom?

20 MS. LEWIS: There's no injunction against Joanna.

21 THE COURT: Does Joanna see her mom?

22 MS. LEWIS: Do you see your mother?

23 MS. J. SAHM: Yes.

24 THE COURT: Does Joanna talk to her mom?

25 MS. J. SAHM: Every day.

1 THE COURT: From what I can see with Amber and
2 her notes, she would probably like to see her other
3 daughter or talk to her other daughter.

4 MS. GARCIA: She calls her constantly, she keeps
5 calling.

6 THE COURT: Who keeps calling?

7 MS. GARCIA: The ward, the mother keeps calling
8 her daughter. Her daughter was living with her, she
9 loves her daughter, she wants to speak to her.

10 MS. LEWIS: Oh, they talk every day in violation
11 of the injunction.

12 MS. GARCIA: No, she calls her.

13 MS. J. SAHM: My sister speaks to my mother every
14 day.

15 THE COURT: You don't know that?

16 MS. J. SAHM: Yes, I do.

17 THE COURT: How do you know that?

18 MS. J. SAHM: My mother's phone is on my phone
19 plan, as my family plan, after my father passed away.
20 So I see all of my mother's phone records.

21 MS. GARCIA: We need to set up something for them
22 to speak.

23 THE COURT: Your mom did mention you were
24 controlling, like, her, your dad's. You'll see in
25 the notes.

1 MS. J. SAHM: I already know, I saw Dr. Sugar's
2 report.

3 MS. LEWIS: So, Your Honor, if they're gonna move
4 to modify an injunction, it's not just, I'm coming to
5 court on something else and I'm asking Your Honor
6 to --

7 THE COURT: I just asked why she can't talk to
8 her mother.

9 MS. LEWIS: We have.

10 THE COURT: And if she has been great then there
11 shouldn't be an issue. So if she's talking to her
12 why are we even asking?

13 MS. GARCIA: She has to hang up on her whenever
14 she calls because she keeps calling her mother, it's
15 her mother, she loves her mother.

16 THE COURT: So, for the record, I'm gonna let her
17 talk, she's in, still in North Carolina?

18 MS. GARCIA: Yes.

19 THE COURT: I'm gonna let her talk to her mom.

20 MS. GARCIA: Thank you.

21 MS. LEWIS: So you are modifying the in --

22 THE COURT: I'm gonna say, you cannot talk about
23 any litigation, do not discuss any litigation,
24 foreclosure, criminal or anything else.

25 MS. LEWIS: How do we monitor and enforce that,

1 Your Honor?

2 THE COURT: I don't know. If the ward blurts out
3 that they talked about the case then you'll know.
4 But I'm certainly not gonna have her eavesdropping on
5 the call.

6 MS. GARCIA: I will make sure my client
7 understands that and when her mother discusses it she
8 will tell her, I'm sorry, mom, I can't discuss the
9 case.

10 THE COURT: Talk about anything else.

11 MS. GARCIA: Exactly.

12 THE COURT: If she's telling me they're talking
13 every day anyway, so I'll just approve it, that's
14 all.

15 MS. GARCIA: Thank you, Your Honor. That will go
16 far to help the ward.

17 THE COURT: All right. Anything else?

18 MS. LEWIS: I will express to Your Honor I
19 understand --

20 THE COURT: You can appeal, I don't care what you
21 do. Listen, I'm gonna put an end to this nonsense.
22 This isn't about the daughters, they got their own
23 problems, good, let them go duke it out.

24 MS. LEWIS: I am afraid that this is going to
25 cause more problems, Your Honor.

1 THE COURT: Oh, well.

2 MS. LEWIS: And I will express that on the record
3 and I hope that I am wrong.

4 THE COURT: First of all --

5 FEMALE VOICE: Sir --

6 THE COURT: Stop it. Relax.

7 MS. LEWIS: All I want to do is protect this
8 lady, Your Honor.

9 THE COURT: I get it.

10 MS. LEWIS: That's all I want to do.

11 THE COURT: She can talk to her daughter. I
12 don't know what harm that's gonna cause, candidly.
13 She's not gonna be a witness in any litigation
14 because she's incapacitated. So what do I care, let
15 them talk. If she wants to talk to her daughter, she
16 wants to talk to her daughter. If my husband died,
17 you know, I'm all alone in the world, I'd probably
18 want to talk to my kids. So I don't really see the
19 harm.

20 MS. LEWIS: Okay. I've stated my position, we'll
21 abide by The Court's order. I'm not sure how to
22 write this one up.

23 THE COURT: You can do the order on allowing the
24 phone calls, you can do the other order.

25 MS. LEWIS: Perfect.

1 THE COURT: All right. Anything else, folks?
2 Always a pleasure, please come back often. Don't
3 applaud, sir.
4 MALE VOICE: Sorry.
5 THE COURT: The next ruling's gonna be holding
6 you in contempt or something so, you know.
7 MALE VOICE: Probably you could get me for that.
8 You're an honest man.
9 THE COURT: All right. Well I'm trying. So let's
10 behave everybody. Take the temperature down, please.
11 MS. GARCIA: Agreed.
12 THE COURT: All right. Thank you. I'm sure
13 we'll see each other again.
14 MS. LEWIS: Thank you, Your Honor.
15 MS. PATWELL: Thank you, Judge. Have a great day.
16 (Thereupon, the court proceedings are in recess
17 at 10:44 o'clock, a.m.)
18
19
20
21
22
23
24
25

C E R T I F I C A T E

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, FAITH BELL, C.E.T., being an Official Transcriptionist of electronically recorded proceedings in the Fifteenth Judicial Circuit, as authorized by Administrative Order 2.503-2/23, do hereby certify that I was authorized to and did transcribe the foregoing proceedings before the Court at the time and place aforesaid, and the preceding pages, numbered from one through sixty six, inclusive, represent a true and accurate transcription of the Fifteenth Judicial Circuit Court Reporting Services electronically recorded proceedings which took place on the 26th day of October, 2023.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.



FAITH BELL, C.E.T.
Certified Electronic Transcriber
Fifteenth Judicial Circuit

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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY,
FLORIDA
PROBATE DIVISION "IZ"

CASE NO: 50-2023-GA-000245-XXXX-MB

IN RE: GUARDIANSHIP OF

PATRICIA A. SAHM,
An incapacitated person.

PROCEEDING

PRESIDING: HONORABLE CHARLES BURTON

Monday, August 14, 2023
South County Courthouse
200 South Atlantic Avenue
Delray Beach, Florida 33444
Beginning at 1:38 o'clock, p.m.

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APPEARANCES:

ON BEHALF OF THE GUARDIAN, CHARLES REVARD:

MITCHELL KITROSER, ESQUIRE
631 U.S. Highway 1, Suite 406
North Palm Beach, Florida 33408

ON BEHALF OF THE WARD, PATRICIA A. SAHM:

AMBER PATWELL, ESQUIRE
136 4th Street North
Suite 201, Office 356
St. Petersburg, Florida 33701

ON BEHALF OF PATRICIA SAHM, JR.:

INGER GARCIA, ESQUIRE
6877 Royal Palm Beach
West Palm Beach, Florida 33412

ON BEHALF OF JOANNA SAHM:

EILEEN T. O'MALLEY, ESQUIRE
360 S. Rosemary Avenue
Suite 1410
West Palm Beach, Florida 33401

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1 BE IT REMEMBERED that the following proceedings
2 were had in the above-entitled cause of action before the
3 HONORABLE CHARLES BURTON, one of the Judges of the
4 aforesaid Court, at the South County Courthouse, 200 West
5 Atlantic Avenue, located in the City of Delray Beach,
6 County of Palm Beach, State of Florida, on Monday, August
7 14th, 2023, with appearances as hereinbefore noted, to-wit:

8 * * * * *

9 THE COURT: Okay. I think we're full.

10 MS. PATWELL: Your Honor, is Ms. Sahm there?

11 THE COURT: I don't know, is Ms. Sahm here?
12 Where's Ms. Sahm? Who you looking for exactly?

13 MS. PATWELL: Patricia Sahm, the ward, she said
14 she was going to be appearing in person in your
15 courtroom.

16 THE COURT: She's not here.

17 MS. PATWELL: And, Your Honor, this is Amber
18 Patwell.

19 THE COURT: Right. Hi, Amber.

20 MS. PATWELL: Hi. I just wanted to clarify on
21 something because I have not been being copied on any
22 of these certificates of service with the proceedings
23 and I had received a letter of a Notice of
24 Termination of my employment with, as far as
25 representation of the ward. When I spoke with my

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1 client, she stated that she's not in agreement with
2 that and as far as entering into contract, the
3 guardian has the right to do that. So there was no
4 reference to terminating contract as far as ours
5 goes. So I did want some clarification from The
6 Court as far as my involvement in this matter, Your
7 Honor.

8 THE COURT: Okay. Mr. Kitroser, you want to
9 address that?

10 MR. KITROSER: Sure, Your Honor.

11 THE COURT: If you do, do it by the microphone,
12 please.

13 MR. KITROSER: Judge, Ms. Patwell was terminated
14 by my office on behalf of my client, Charlie Revard.
15 I think it was about a week and a half ago, we sent
16 her an email notice. We sent her a certified letter
17 and obviously she's received it. Since the power to
18 hire and fire counsel was assigned to my client, he
19 had the power to remove her. The Court should note
20 that there is a pending motion to hire new counsel
21 for, I'm gonna call her Patricia Sahm and I'm gonna
22 call the daughter Patty, for Patricia Sahm, but The
23 Court has not heard that motion yet.

24 THE COURT: Okay.

25 MR. KITROSER: Nevertheless, at least for the

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1 purposes of today's hearing, Amber Patwell no longer
2 has any place in this case.

3 THE COURT: Okay. So, Ms. Patwell, you heard
4 that, I hope.

5 MS. PATWELL: I did hear that.

6 THE COURT: Okay. You want to respond to that
7 or --

8 MS. PATWELL: Well, I just want to know, is there
9 any court order terminating my representation, that's
10 what I'd really like to know.

11 THE COURT: Well I usually -- the guardian has
12 the right to hire and fire, I guess, and to contract
13 on behalf of the ward or --

14 MR. KITROSER: Yes, Your Honor.

15 THE COURT: Okay.

16 MS. PATWELL: (Unintelligible) the guardian has
17 the ability to contract but this was terminating, we
18 have a contract, the ward and I had a contract that
19 was entered in prior to the guardian, being the
20 guardian of the ward and so this would be termination
21 of a prior contract she entered.

22 THE COURT: Okay. Well, I mean, I usually don't
23 sign orders on those or not but, I don't know what to
24 tell you. I mean --

25 MS. GARCIA: Your Honor --

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1 THE COURT: Yes.

2 MS. GARCIA: Inger Garcia, I'm here on behalf of
3 Patty or Ms. Sahm, Junior, who is present with me,
4 Your Honor.

5 THE COURT: Okay. Hold on, Inger, hold on.
6 What's that?

7 MS. GARCIA: Okay.

8 MR. KITROSER: I want to raise, first off, I
9 guess we need to deal with Ms. Patwell.

10 THE COURT: Well let's deal with one of the fifty
11 six people who are on Zoom and let's figure out who
12 we really need or don't need.

13 MR. KITROSER: So it's all kind of connected.
14 Ms. Garcia represents a family, last name is
15 Bernstein.

16 THE COURT: Okay.

17 MR. KITROSER: Ms. Garcia is involved in
18 litigation with Patricia Sahm regarding a foreclosure
19 matter. Ms. Garcia has now apparently filed a Notice
20 of Appearance, just today, to represent Patty Sahm,
21 Patty Junior.

22 THE COURT: And Patty Junior's the one who's
23 residing with --

24 MR. KITROSER: Was and now, of course, has left
25 pursuant to Your Honor's order.

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1 THE COURT: Right.

2 MR. KITROSER: And I'm not entirely comfortable
3 with the fact that Ms. Garcia is suing the Sahm or
4 being sued by the Sahm Trust of which Patty Junior is
5 a beneficiary and receives support and, in fact, her
6 home in North Carolina is paid for by the trust. And
7 yet is also appearing on behalf of Patty Junior
8 today. I see that as a conflict, Your Honor. And I
9 don't believe that Ms. Garcia should be serving as
10 counsel for what really is both sides, both plaintiff
11 and defendant in a related litigation.

12 THE COURT: Okay. Well you heard that,
13 Ms. Garcia?

14 MS. GARCIA: Yes. And I, Your Honor, and I
15 completely disagree and (unintelligible) to the facts
16 he represented, I'm sure he didn't do it on purpose,
17 but are not true.

18 THE COURT: Well what's not true?

19 MS. GARCIA: The trust has nothing to do with the
20 mortgage foreclosure case. The -- Patricia Sahm,
21 herself, joint and (unintelligible), is the owner of
22 it. Patricia, through her attorney, settled that
23 case, that's not at issue today. The issue today is
24 Patty Sahm and an injunction. Patty Sahm, I have no
25 conflict representing Patty Sahm, I have checked with

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1 the Bar.

2 THE COURT: All right. Is Patty here?

3 MS. GARCIA: Yes, Patty's here with me, Your
4 Honor.

5 THE COURT: All right. How you doing, Patty?

6 MS. SAHM JUNIOR: I'm good. How are you, sir?

7 THE COURT: You're Patty Junior?

8 MS. SAHM JUNIOR: Yes, correct.

9 THE COURT: All right, ma'am. Raise your right
10 hand. Swear to tell the truth, the whole truth and
11 nothing but the truth? That looks like your left
12 hand but try the right one.

13 MS. SAHM JUNIOR: This is --

14 THE COURT: That's right. Okay. That's because
15 I'm looking at Zoom. All right. And what is your
16 name, ma'am?

17 MS. SAHM JUNIOR: Patricia Ann Sahn or Patty
18 Junior.

19 THE COURT: Okay. You can put your hand down.
20 That's okay. Were you able to hear what Mr. Kitroser
21 said in open court?

22 MS. SAHM JUNIOR: Yes, I did.

23 THE COURT: Okay. And he's pointing out that he
24 believes your lawyer may have a conflict of interest.
25 Do you believe your lawyer has a conflict of

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1 interest?

2 MS. SAHM JUNIOR: No, Your Honor, I do not.

3 THE COURT: Okay. And you want her representing
4 you today?

5 MS. SAHM JUNIOR: Yes, I do.

6 THE COURT: Okay. Thank you.

7 All right. Let me get to Amber Patwell.
8 Amber, I'm just gonna find, I guess, you've been
9 terminated and we'll go -- but, can I ask, does the
10 ward have an attorney today?

11 MR. KITROSER: As of today, no, Your Honor.

12 THE COURT: Well shouldn't she have a lawyer?

13 MR. KITROSER: That's why we filed a motion
14 requesting that The Court authorize us to hire Sean
15 Lebowitz as counsel. We have not heard that yet.
16 That was supposed to come on this morning at 11:00
17 but it was cancelled.

18 THE COURT: I don't know who -- I got people here
19 with just phone numbers, can you identify yourself,
20 please? 561 --

21 MALE VOICE: (Unintelligible).

22 THE COURT: What's your name? 561-385-6390, what
23 is your name?

24 MALE VOICE: (Unintelligible).

25 THE COURT: I don't know, I don't understand.

1 What are you here for, sir?

2 MALE VOICE: I'm a court watcher.

3 * * * * *

4 THE COURT: Okay. He's gone. Takes care of that.
5 Even if I were to rule, shouldn't I have Ms. Patwell
6 here to represent the ward at this point so she
7 doesn't have, she's here without no lawyer.

8 MR. KITROSER: I believe Ms. Patwell has a
9 conflict, as well, Your Honor, Ms. Patwell --

10 THE COURT: Well I don't really know but, you
11 know --

12 MR. KITROSER: Ms. Patwell admitted to me in a
13 telephone call that she was hired by Patty Junior.
14 And since this injunction is against Patty Junior, I
15 feel it's inappropriate for Amber to --

16 THE COURT: Can you not talk at once, just wait,
17 I'll hear from you.

18 MR. KITROSER: I feel it's inappropriate for
19 Ms. Patwell to represent Patricia Sahm Senior.

20 THE COURT: Okay. So he's saying you were
21 retained by Patty Junior, Amber.

22 MS. PATWELL: That is completely untrue. I never
23 told him that, that is not true.

24 THE COURT: Okay.

25 MS. PATWELL: I have a signed contract by

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1 Patricia Sahm Senior.

2 THE COURT: All right. Well here's what I'm
3 gonna do today, okay. You've been representing her,
4 you have been on the case before, I'm gonna leave you
5 in place until I get a motion for a new lawyer and we
6 deal with that on another day.

7 MR. KITROSER: Yes, Your Honor.

8 MS. PATWELL: Thank you.

9 THE COURT: Okay.

10 MR. KITROSER: Judge, I'm gonna ask you to close
11 this hearing.

12 THE COURT: Well I need to find out who's here.
13 So, we have Paula --

14 MR. KITROSER: She's with my office.

15 THE COURT: She's with your office. We have --
16 who's Charlie?

17 MR. KITROSER: Charlie Revard is my client.

18 THE COURT: Charlie Revard. That's Charlie up
19 there?

20 MR. REVARD: Yes, sir.

21 THE COURT: Okay. How you doing? And then we
22 have David Kubiliun.

23 MR. KUBILIUN: Yes, good morning. Good afternoon,
24 Your Honor, I represent Patricia Sahm Junior on A
25 parallel criminal case. So I'm just here as a court

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1 observer and --

2 THE COURT: Okay.

3 MR. KUBILIUN: -- for some clarification.

4 THE COURT: Okay. That's fine. Thank you. Then
5 we have Amber Patwell. Then we have Kevin Hall, who's
6 muted. Kevin, who are you?

7 MR. HALL: Good afternoon, Your Honor. I'm here
8 as an interested party as one of the managers of BFR
9 that was involved in the underlying foreclosure which
10 looks like it was the genesis of this entire
11 guardianship proceeding. And I was also specifically
12 asked by Patricia Sahm Senior to stay involved and to
13 help in any way I can.

14 THE COURT: Uh-huh. And Valerie, who are you,
15 Valerie?

16 MS. GARCIA: Valerie is my, she works with my law
17 firm office, Judge. I'm sorry, she's observing.

18 THE COURT: Okay. Then we have somebody from
19 Galaxy J7, somewhere out there in the universe. Who
20 are you, sir?

21 DR. MANUEL: Me?

22 THE COURT: Yeah, you.

23 DR. MANUEL: I thought it was listed on there.
24 Dr. David Manuel.

25 THE COURT: Dr. Manuel, what do you have to do

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1 with this case, if I can ask?

2 DR. MANUEL: I'm just here watching the open
3 court proceedings, if they're open.

4 THE COURT: Well they're open right now, they may
5 not be for long, so.

6 DR. MANUEL: Okey dokey, well thank you.

7 THE COURT: All right. And then we have Jones,
8 somebody named Jones.

9 MS. JONES: Yes, sir, my name is Julia Jones, I
10 was a friend of Patty Sahm and have been dealing with
11 this with Patty and Joanna and her mom since January
12 and she's staying currently at my house. Patricia
13 Sahm, Patty.

14 THE COURT: Patricia Sahm is staying with you?

15 MS. JONES: Yes, sir.

16 MR. KITROSER: Patty Junior.

17 THE COURT: Patty Junior is staying with you?

18 MS. JONES: Yeah. Patty Junior, yeah.

19 THE COURT: All right. Then we have Samsung,
20 who's on Samsung?

21 MS. ESPOSITO: That might be me, Your Honor.

22 THE COURT: It is you, whoever you are.

23 MS. ESPOSITO: I'm Luisa Esposito and I'm a court
24 watcher, just trying to support Elliot Bernstein and
25 Candace Bernstein.

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1 THE COURT: Okay. And we have iPhone six. iPhone
2 six, a nice lady wearing glasses, I don't know who
3 that is.

4 MS. FLEMING: It might be me, I'm not sure --

5 THE COURT: I think it is, ma'am, yours says
6 iPhone six. Who are you?

7 MS. FLEMING: Okay. I'm an observer, as well,
8 for the, Patricia Sahms, both of them, we're just
9 observing the case today.

10 THE COURT: And what's your name?

11 MS. FLEMING: My name's Louann Fleming.

12 THE COURT: Okay. And then we have Ms. Garcia.
13 Then we have Ali Carino.

14 MS. CARINO: Hi, Your Honor, I'm just a public
15 court observer. Thank you.

16 THE COURT: You were not the same picture with
17 the black hair in the --

18 MS. CARINO: That is me.

19 THE COURT: I don't believe that, ma'am.

20 MS. CARINO: It is.

21 THE COURT: All right. So now you're a blonde.

22 MS. CARINO: Thank you.

23 THE COURT: Very good. Thanks. Then we have
24 Ms. Lewis. Who's Rick Black?

25 MR. BLACK: Hello, Your Honor, I'm a court

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1 observer in support of Patricia Sahm.

2 THE COURT: Boy, we got a lot of court observers
3 here.

4 MR. KITROSER: We do.

5 THE COURT: Patricia Sahm Senior or Junior, just
6 out of curiosity?

7 MR. BLACK: Senior, sir.

8 THE COURT: Senior. All right. Then we have
9 somebody who is appropriately identified as court
10 watcher, who is court watcher? Court watcher, who
11 are you? Hello court watcher, you should know who
12 you are, it says court watcher on your --

13 MR. BERNSTEIN: Hello, I'm sorry, I was muted.
14 It's Elliott Bernstein.

15 THE COURT: Elliott Bernstein also known as court
16 watcher?

17 MR. BERNSTEIN: Correct.

18 THE COURT: All right, Elliott. And then we have
19 Natasha Coffee, who's Natasha Coffee? All these
20 people are shy, they don't want to show themselves on
21 video, they just want to, like, lurk in the shadows
22 or something of Zoom. Who's Ms. Coffee? Natasha
23 Coffee, who are you? Going once --

24 MS. GARCIA: Your Honor --

25 THE COURT: Yes.

1 MS. GARCIA: She's a friend of the family and I
2 filed her letter, potential witness.

3 THE COURT: So she's a potential witness?

4 MS. GARCIA: Yeah, she's a friend of the family,
5 too, yeah, for years. And I did a Notice of Filing
6 today of the witness, different witnesses.

7 THE COURT: So she's an FOF and a potential
8 witness?

9 MS. GARCIA: Yes, Your Honor.

10 THE COURT: Okay. Kathleen Bosse (phonetic),
11 who's Kathleen Bosse? Kathleen Bosse going once,
12 going twice.

13 MS. BOSSE: Hi, this is Kathleen Bosse and I'm a
14 court watcher, sorry I'm slow, I'm babysitting while
15 I'm watching.

16 THE COURT: You don't want to show us yourself on
17 video, you just want to sort of lurk in the
18 background there?

19 MS. BOSSE: I turned my camera on, I don't know
20 why it was not picking up.

21 THE COURT: All right. Well then we have Candace
22 Bernstein. And she also is a court watcher, I'm
23 guessing. She just left, no, she didn't leave, she's
24 somewhere. Oh, there she is. Candace is two people.

25 MS. WEPPNER: I'm Michelle Weppner.

1 THE COURT: Michelle, I'm sorry, Michelle, spell
2 the last name.

3 MS. WEPPNER: Weppner, W-E-P-P-N-E-R.

4 THE COURT: That was the like of judge of
5 People's Court, Judge Weppner?

6 MS. WEPPNER: Yes, it's not Wapner, it's Weppner.

7 THE COURT: And you're a friend of the family
8 here?

9 MS. WEPPNER: Yes, I've known the Sahms for
10 twenty eight years. My husband is married, or is
11 married to me, obviously, Christopher Weppner.
12 And --

13 THE COURT: Wait a minute, this lady is smart,
14 her husband is married to her.

15 MS. BERNSTEIN: She's nervous.

16 THE COURT: Don't be nervous. You're on Zoom
17 somewhere.

18 MS. WEPPNER: I was just trying to make everybody
19 laugh.

20 THE COURT: That's all right. Don't worry about
21 it.

22 MS. WEPPNER: My husband, Christopher, his aunt
23 is Patricia Sahn Senior, so we're here on behalf of
24 her and for Patty.

25 THE COURT: Okay. And Candace is, I think your

1 husband's already here, right?

2 MS. BERNSTEIN: Correct. Thank you, Your Honor.

3 THE COURT: All right. Now that we've met
4 everybody, I'm sorry, we're out of time. Thank you.
5 All right. Mr. Kitroser, who do you represent in
6 this matter, by the way?

7 MR. KITROSER: I represent Charles Revard, he's
8 your court appointed guardian.

9 THE COURT: He's the guardian.

10 MR. KITROSER: Yes, Judge.

11 THE COURT: And who else is present in the
12 courtroom?

13 MR. KITROSER: So the other daughter, Joanna
14 Sahm, is here with her counsel, Eileen O'Malley.

15 THE COURT: Okay. Joanna and Ms. O'Malley,
16 they're in the courtroom. Okay. I don't know if you
17 guys can see or not, but.

18 MR. KITROSER: Her partner Olga is in the back
19 room.

20 FEMALE VOICE: Your Honor, it's very hard to hear
21 them, we would just mention.

22 THE COURT: Well it's just Mr. Kitroser trying to
23 speak into a microphone, you know, these mixed
24 hearings are not great, so. You were all welcome in
25 my courtroom, that would have been fun. But anyway.

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1 MR. KITROSER: And a representative from Bank of
2 America here, as well, (unintelligible) subpoena.

3 THE COURT: All right. Okay. Who?

4 MR. KITROSER: What is her name?

5 FEMALE VOICE: The Bank of America rep is sitting
6 back here in the courtroom, Your Honor.

7 THE COURT: Okay. There she is. She's from Bank
8 of America. Lucky you. And then who's the nice lady
9 in the back there?

10 MR. KITROSER: That's Olga, that's Patricia's
11 partner.

12 THE COURT: That's Olga.

13 MR. KITROSER: I mean, Joanna's partner, sorry.

14 THE COURT: Joanna's partner, Olga. Okay. And
15 Joanna is a daughter, as well?

16 MR. KITROSER: She's the other daughter.

17 THE COURT: She's the one who was, claims --

18 MR. KITROSER: She's also the trustee of the
19 family trust.

20 THE COURT: Trustee of the family trust. She's a
21 victim in the case against Patty Junior?

22 MR. KITROSER: Yes. As is Olga.

23 THE COURT: As is Olga. And Ms. O'Malley
24 represents Joanna?

25 MR. KITROSER: Correct.

1 THE COURT: Okay.

2 MR. KITROSER: All right.

3 THE COURT: So what is it you wanted to address
4 here with, in front of 14,952 people.

5 MR. KITROSER: So I've got a couple of motions,
6 the first is to close this hearing, Judge, for a
7 couple of reasons. I don't know who the court
8 watchers are, I'm uncomfortable with the connections
9 they might have to the Bernstein family and I see
10 some Bernstein names up there who are parties to the
11 ongoing foreclosure litigation against Patricia Sahm.

12 THE COURT: Okay. Let me just see what
13 exactly -- so on July 25th, there was a Petition for
14 Injunction for Protection Against Exploitation filed,
15 correct?

16 MR. KITROSER: Yes, Your Honor.

17 THE COURT: This Court granted a temporary ex
18 parte injunction and set the matter for hearing
19 today. And as part of that injunction, I required
20 that, I guess for lack of anything else, I'll just
21 call you Patty Junior, I hope that's okay. And she
22 was, I guess was at the time was living with her mom
23 so she had to be removed based on the temporary
24 injunction. And now she's now living with one of the
25 folks who are here, I forget who, but.

1 MR. KITROSER: With Mr. and Mrs. Jones.

2 THE COURT: Okay. And let me just see, I froze
3 some bank accounts.

4 MR. KITROSER: You did, Your Honor.

5 THE COURT: And the gist of the injunction has
6 nothing to do with the pending foreclosure?

7 MR. KITROSER: I think it does indirectly and
8 I'll get into that in the substance of the hearing.
9 The basic injunction was as a result of things that,
10 I'm gonna call her Patty, the daughter --

11 THE COURT: Yeah.

12 MR. KITROSER: -- Patty did after the
13 guardianship began. But in addition, of course, the
14 statute asks The Court to look at the steps leading
15 up to the injunction and there are a number of them
16 beginning at the beginning of 2023 that lead up to
17 it.

18 THE COURT: Okay. Well my question is whether,
19 you know, parties to that, the Bernsteins, for
20 example, are parties in that foreclosure, do they
21 have a right to be here today?

22 MS. GARCIA: No.

23 THE COURT: Who's saying no?

24 MS. GARCIA: Inger Garcia, Your Honor. They have
25 made numerous allegations about the foreclosure --

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1 THE COURT: Okay. So, hold on. Hold on. I'm
2 just talking to Mr. Kitroser now, we can't have just
3 an open shout out here.

4 MR. KITROSER: Well it sounds like Ms. Garcia and
5 I, who are the two lawyers that represent the two
6 parties to this are in agreement that they should not
7 be here.

8 THE COURT: Okay. So, Ms. Garcia, you don't want
9 the Bernsteins here either?

10 MS. GARCIA: No, I want them here.

11 THE COURT: Oh, she wants them here.

12 MR. KITROSER: Oh --

13 MS. GARCIA: Yeah, they made serious allegations
14 against the Bernsteins, Mr. Hall, myself and Amber in
15 their injunction which we have a right to cross
16 examine Joe (unintelligible) about.

17 THE COURT: Well there you go.

18 MR. KITROSER: It's not about the Bernsteins.

19 THE COURT: No, but, I mean, that's why I asked
20 if it's related to the action and if it is, then they
21 ought to be here, I think, so that's sort of my
22 opinion.

23 MR. KITROSER: You get to be (unintelligible),
24 Judge.

25 MR. HALL: Your Honor --

1 THE COURT: Okay. Listen, listen to me, if you
2 were sitting in my courtroom now, my deputy would be
3 tasing you. This isn't shout out when you feel like.
4 This is a courtroom. If you chose to be here on
5 Zoom, not in person -- what is it you want, sir?

6 MR. HALL: (Unintelligible).

7 THE COURT: I can't just keep jumping in when
8 somebody has a point to make.

9 MR. HALL: Your Honor, I understand that. I
10 actually tried to speak very respectfully so I am
11 actually really (unintelligible) to tasing, I think
12 that's a little too far. I wanted to provide context
13 for Your Honor's benefit, for the orderly structure
14 of your proceedings, which I can tell you do very
15 well. Okay. It was mentioned earlier by Ms. Patwell
16 that some email (unintelligible) were not going out
17 to parties. To whatever extent it has been relevant,
18 I don't know, but I was asked to consent to the
19 appointment of Charlie as guardian by the Kitroser
20 Law Firm. When they did that they sent me an email
21 that made it look like (unintelligible) and
22 Ms. Patwell had already consented and were on board
23 with that. As it turned out in my response, and of
24 course I was thinking (unintelligible), and it looked
25 like they (unintelligible) so I just wanted to

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(unintelligible). That consent to me at this point was obtained (unintelligible) under false pretenses and there was many, many documents that have gone on in this case that were never served to myself even though I was there as the interested party. So I apologize for interrupting, Your Honor, I understand that (unintelligible) conduct proceedings that way, I just thought it would be context as we move forward.

THE COURT: Thank you very much, sir, appreciate that information.

MR. HALL: Thank you.

THE COURT: I'm trying to fix the sound so that our court reporter can understand what's going on.

* * * * *

THE COURT: All right. Do we need fifty four court watchers, I mean, couldn't we limit so that maybe we could actually accomplish something today? I mean, I full appreciate everybody's interest, do we need fourteen of you? Nobody wants to volunteer to pass? Okay. Well somebody named court watcher is actually Bernstein, right? That's Bernstein and then we got Candace Bernstein so we'll leave them.

MR. BERNSTEIN: This is Elliott Bernstein, Your Honor --

THE COURT: That's Elliott, sorry, I forgot your

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1 name. All right.

2 MR. BERNSTEIN: -- not court watcher.

3 THE COURT: Okay.

4 MR. BERNSTEIN: Okay. Thank you.

5 THE COURT: We got Kathryn Lewis, she a court
6 watcher, we can get rid of her, I think. All right.
7 Who is Kathleen Bosse, is she a court watcher, I
8 don't remember. All right. So Kathleen, I'm gonna
9 excuse you today, we got enough court watchers, I
10 think. I'm not trying to shut everybody out but it's
11 getting a little bit ridiculous here, so. All right.
12 You volunteering? No.

13 MS. GARCIA: Your Honor, Inger Garcia, clarifying
14 that she's a potential --

15 THE COURT: Oh, she's a witness. So I'll tell
16 you what, she's a potential witness, I'm gonna put
17 her in the waiting room. I mean, we're not gonna get
18 through this hearing because I got 80,000 people, I
19 don't know who's who. So, I mean, it's really
20 ridiculous, but anyway.

21 MR. KITROSER: Well, Judge, if the Bernsteins are
22 potential witnesses, shouldn't they go into the
23 waiting room, as well?

24 THE COURT: The Bernsteins witnesses today,
25 Ms. Garcia?

1 MS. GARCIA: I'm not sure, depends on --

2 THE COURT: Well you told me they're potential
3 witnesses that's why they need to be here.

4 MS. GARCIA: They are potential witnesses
5 (unintelligible) --

6 THE COURT: Okay. So they're gonna go in the
7 waiting room, also.

8 MS. GARCIA: Yeah, I was not gonna call them
9 unless I need them for rebuttal.

10 THE COURT: Okay. Then they can go in the
11 waiting room. Okay. Who else are potential
12 witnesses that are here, anybody? Everybody else
13 just watching?

14 MR. KITROSER: Well I think Coffee said she was
15 a witness.

16 THE COURT: Yeah, I thought Ms. Coffee was
17 potentially a witness?

18 MS. GARCIA: Yes, Your Honor.

19 THE COURT: Okay. Well that's what I'm asking,
20 who are potential witnesses, what am I playing twenty
21 questions. Jesus.

22 MS. GARCIA: I apologize.

23 THE COURT: Okay.

24 MS. GARCIA: Just the Bernsteins and Kevin Hall.

25 THE COURT: Kevin Hall is a potential witness so

1 he's gonna go in the waiting room.

2 MS. GARCIA: And then Joanna would be a potential
3 witness, I would move to sequester the witnesses if
4 we're gonna be --

5 THE COURT: Well they're in waiting room, they're
6 not together, I mean --

7 MS. GARCIA: Joanna's present in the courtroom,
8 Your Honor, and I've requested sequestration for
9 all -- if you're gonna sequester my witnesses I'd
10 like their witnesses sequestered, also.

11 THE COURT: Well there you go, shouldn't she wait
12 outside, also?

13 MR. KITROSER: I suppose she should.

14 THE COURT: Okay. So she'll wait outside. She's
15 on her way out.

16 MR. KITROSER: Olga is not a witness so she can
17 stay.

18 THE COURT: Okay. Who else we got, anybody else
19 witnesses? We got the Bank of America lady, I'm
20 gonna leave her, she ain't gonna -- she don't really
21 care, she's sorry she's here. Who else we got? Any
22 other witnesses? Nope. Okay. Let's go.
23 Mr. Kitroser.

24 MR. KITROSER: One more motion, we filed a Motion
25 in Limine because -- sorry, Judge.

1 THE COURT: That's okay.

2 MR. KITROSER: Ms. Garcia at the last minute
3 filed a whole bunch of letters vouching for her
4 clients' trustworthiness or whatever, this is all
5 hearsay, it's inadmissible.

6 THE COURT: Well I haven't seen them but anyway.

7 MR. KITROSER: Well that's good. But --

8 THE COURT: Right. So I'm not really, you know,
9 this is a hearing whether or not to continue this
10 injunction, I'm not really gonna sit there reading
11 letters from random folks.

12 MR. KITROSER: All right.

13 THE COURT: All right. Ms. Garcia, so I'm gonna
14 sustain the objection.

15 MS. GARCIA: Okay, Your Honor. And I have a
16 similar objection to his Motion for Judicial Notice
17 and David, I'll post this with the argument, because
18 it relates to the criminal case.

19 THE COURT: Okay. Well he hasn't said anything
20 yet, so. Do you have a motion in that regard?

21 MR. KITROSER: Not at this time.

22 MS. GARCIA: No, it would be an ore tenus motion.
23 Because we just did receive the documents by Fedex
24 Saturday.

25 THE COURT: You're making a motion?

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1 MS. GARCIA: Yes, Your Honor, Motion in Limine.

2 THE COURT: Okay. Did you have any other ones,
3 Mr. Kitroser?

4 MR. KITROSER: No. And I'm not gonna introduce
5 it in my direct argument. I might use it to impeach.
6 But I can do that regardless of whether it's
7 judicially noticed or not.

8 THE COURT: Right. All right. Ms. Garcia, what
9 are you asking me to do or not do?

10 MS. GARCIA: I was asking you to not allow the
11 judicial notice on the three injunctions he's
12 requesting you to take judicial notice of, one is a
13 criminal case and two are unrelated civil restraining
14 orders that were done by agreement. David is the
15 attorney, he could tell you the facts, that there's
16 no admissions that support the motion, Your Honor.

17 THE COURT: All right. Well Mr. Kitroser's point
18 was, he doesn't intend to use it in his case in chief
19 or anything else but of course he may be able to use
20 it for impeachment if it's appropriate.

21 MR. KUBILIUN: Your Honor, I think I can clarify
22 in one second what the issue is here, to make things
23 move along quicker.

24 THE COURT: Okay. That would be nice, yeah.

25 MR. KUBILIUN: Okay. So I know he asked to take

1 judicial notice of the two injunctions that were
2 issued actually a couple days ago on August 10th.

3 THE COURT: Okay. But he's not seeking that now,
4 so.

5 MR. KUBILIUN: No, no, he's not seeking that but
6 it's important that The Court in that case found
7 there were no admissions, there was no testimony,
8 there were no findings on both of those injunctions.
9 So that's why we're asking for it to be kept out,
10 that's the only reason.

11 THE COURT: Okay. Well, like I say, he's not
12 trying to offer it and if he uses it for impeachment
13 or whatever else then --

14 MR. KUBILIUN: Then an objection would be timely,
15 I guess.

16 THE COURT: Right. And it may or may not be
17 admissible for that purpose. So, he's not trying to
18 use it so we can move on. What else you got?

19 MR. KITROSER: I'm ready to call a witness,
20 Judge.

21 THE COURT: All right. Call your first witness,
22 please.

23 MR. KITROSER: Patricia Sahm Junior.

24 THE COURT: Patty Junior, where are you? Well
25 she's sitting there with her lawyer, I guess, right?

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1 MR. KITROSER: I guess.

2 THE COURT: Okay. Patty, can we see Patty on the
3 camera as much as -- there we go. A little more
4 maybe would be perfect. You slide that -- can you
5 slide that camera a little bit more or no?

6 MS. GARCIA: My camera's following us so I can
7 move --

8 THE COURT: Okay. That's fine. You're all
9 right. You're good. All right. So, Patty, I think
10 I already had you under oath, you're still under
11 oath, you understand that?

12 MS. SAHM JUNIOR: Yes, Your Honor.

13 THE COURT: All right. Tell me your name again,
14 please.

15 MS. SAHM JUNIOR: Patricia Ann Sahm or Patty
16 Junior.

17 THE COURT: All right. Go ahead, Mr. Kitroser.

18 DIRECT EXAMINATION

19 BY MR. KITROSER:

20 Q Good afternoon, Ms. Sahm.

21 A Hello.

22 Q I'm gonna start out by asking you a little bit
23 about your mom. How old is your mother?

24 A Eighty two.

25 Q All right.

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1 FEMALE VOICE: Your Honor, can they speak up a
2 little bit, I'm so sorry, we're having a really hard
3 time hearing him.

4 THE COURT: All right. He's talking right into
5 the mic, I think --

6 MR. REVARD: I can hear him fine.

7 THE COURT: Thank you. Go ahead. We've got one
8 vote for Charlie and one -- anyway, go ahead.

9 BY MR. KITROSER:

10 Q All right. And where does mom live?

11 A I'm sorry?

12 THE COURT: Where does she live?

13 THE WITNESS: 21843 Town Place Drive, Boca Raton,
14 Florida 33433.

15 BY MR. KITROSER:

16 Q All right. And how long has she lived there?

17 A Since November 5th, 2022, Your Honor or
18 Mr. Kitroser.

19 Q All right. Where did she live before that?

20 A The Villages.

21 Q And did she live there with your father until he
22 passed away?

23 A Yes, she did. They did, yes.

24 Q All right. When did he die?

25 A January 5th, 2021.

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1 Q When your father worked, he worked in the
2 insurance business, correct?

3 A Correct.

4 Q He was a --

5 A He was a general agent with Transamerica Life
6 Insurance.

7 Q All right. And your mom was a phys ed teacher?

8 A (Unintelligible) education teacher.

9 Q Yes. With which school board?

10 A Palm Beach County.

11 Q All right. What got mom to move to Boca Raton
12 from The Villages?

13 A I think in her mind she thought, oh, I'll go back
14 down to Boca because that's where we first moved when we
15 left the midwest in 1977 and she thought that she could
16 recapture and now she's figured out she, you can't go back.

17 Q Yeah, I get that.

18 Now, you live in North Carolina when you're not
19 down in Florida, is that right?

20 A Correct.

21 Q Okay. Where in North Carolina do you live?

22 A Banner Elk, North Carolina.

23 Q Okay. What's the address?

24 A 160 Laurel Lane, Banner Elk, North Carolina,
25 28604.

1 Q Do you own that home?

2 A No, I do not, it's in the family trust.

3 Q So the family trust takes care of paying the
4 costs for that home?

5 A The taxes and the utilities except for the water
6 bill which I pay.

7 Q All right. And where does your sister Joanna
8 live?

9 A You know what, I don't really know, Your Honor,
10 it could be North Palm Beach, it could be Jupiter, I don't
11 know, Your Honor.

12 Q But she lives in Florida, in Palm Beach County?

13 A Yes, she does.

14 Q All right. Now before your father died, he and
15 your mom set up trusts, is that right, you just mentioned
16 that the trust owns your home?

17 A That's about all I know, I think in 1999, I don't
18 know anymore than that. I was kept out of the loop on a
19 lot things, Your Honor.

20 Q Okay.

21 A I was always made to sign a county paper every
22 year. I don't know anything.

23 Q Well I understand that and actually that's my
24 point so thank you. It's your sister, Joanna, who serves
25 as the successor trustee on that trust, is that correct?

1 A As far as I know, yes.

2 Q All right. And up until this year, as you said
3 you were kept out of the loop, you were not power of
4 attorney for your mother, you were not healthcare surrogate
5 for your mother, is that right?

6 A No. But at the same time --

7 Q Just a yes or no, ma'am.

8 A Yes.

9 Q All right. In fact, it was Joanna who was power
10 of attorney and healthcare surrogate for your mother,
11 correct?

12 A As far as I know, Your Honor.

13 Q Okay. I'm not Your Honor, I'm just the lawyer
14 asking the questions.

15 A Mr. Kitroser.

16 Q Okay.

17 THE COURT: But he likes that because nobody's
18 ever called him that before, so, except his staff.
19 Anyway, go ahead.

20 MR. KITROSER: Not even them, Judge.

21 BY MR. KITROSER:

22 Q All right. I want to ask you some questions now
23 about you. You've been on disability all your life,
24 correct?

25 A No, sir, I have not.

1 Q Okay. Didn't you have an injury when you were
2 eight?

3 A Yes, but I did not get on disability until I was
4 almost fifty years old and that was in December maybe or
5 the fall of 2019 into the beginning of 2020.

6 Q All right. What kind of disability are you on?

7 MS. GARCIA: Objection to relevance.

8 THE WITNESS: I don't understand --

9 THE COURT: Yeah, I mean, she's on -- is this --
10 are you asking if she's social security disability or
11 something else or what?

12 MR. KITROSER: Well, since it's gonna, some of
13 this is gonna be related to finances and exploitation
14 I want to know what she's earning, that's where I was
15 going with it.

16 THE COURT: Well you can ask how much she gets
17 and --

18 BY MR. KITROSER:

19 Q Okay. On a monthly basis, how much do you
20 receive in disability payments?

21 A \$952.00 a month.

22 Q Do you receive any other income?

23 A Only if I'm working doing extra as a pet sitter
24 and dog walker.

25 Q All right. Approximately how much per month do

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1 you earn as a pet sitter and dog walker?

2 A Well, since I haven't worked since December 19th
3 of 2022, not very much.

4 Q All right. And the reason that you haven't
5 worked is because you've been down here in Florida,
6 correct?

7 A Correct.

8 Q Okay. Now normally up until this year, you would
9 come down to visit but then you would go back to North
10 Carolina, is that right?

11 A That's correct, Your Honor, or Mr. Kitroser.

12 Q But this year you decided to stay, correct?

13 A Yes.

14 Q Why?

15 THE COURT: So, ma'am, ma'am, ma'am, hold on,
16 hold on, stop, stop for one minute. Okay. It's fine
17 you're sitting there with your lawyer but you can't,
18 like, look to your lawyer for suggestions or
19 whatever.

20 THE WITNESS: No, I didn't know how to answer
21 the -- I don't know how to answer the question.

22 THE COURT: Then just say, then just say please
23 rephrase the question or something or I don't
24 understand.

25 THE WITNESS: (Unintelligible).

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1 BY MR. KITROSER:

2 Q When would you normally go back to North Carolina
3 in other years?

4 A In other years, in the beginning of March.

5 Q All right.

6 A But then the last two years I started bringing
7 dogs down for the winter months and then in the summer, at
8 the beginning of the summer, I started taking clients' dogs
9 back to North Carolina for the summer. So I made extra
10 money, so I stayed a little longer. Because driving them
11 up, I made a little more money.

12 Q All right. But you just told us you haven't
13 earned any money since you've been down here, correct?

14 A No, because that's normally the reason these last
15 two years.

16 Q All right. Now, going back to your mom for a
17 second, her mental capacity has been deteriorating over the
18 last few years, isn't that correct?

19 A I'd say --

20 MS. GARCIA: Objection, calls for speculation,
21 she's not a medical --

22 THE COURT: Well she doesn't have to answer as an
23 expert, she can answer as a daughter who knows her
24 mother, so. Have you noticed anything different in
25 mom's mental abilities?

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1 THE WITNESS: I'd say it's age appropriate for
2 eighty two years old, Your Honor. Some
3 forgetfulness, some repeating, but I've dealt with
4 other people who are elderly that did that, as well.

5 BY MR. KITROSER:

6 Q Well, you know that your mom has been diagnosed
7 with moderate Alzheimer's related dementia, don't you?

8 A I believe it to be mild, Your Honor.

9 Q I'm not asking what you believe, I'm asking what
10 you know from having spoken to her doctors?

11 MS. GARCIA: Objection, calls for speculation.

12 THE COURT: It's not speculation. You know from
13 speaking to her doctors what she's been diagnosed
14 with, it's yes or no, I know, I don't know.

15 THE WITNESS: The only doctors that I have spoken
16 with are Dr. Sam Sugar, her dermatologist and the
17 physician's assistant at Dr. Rolan's (phonetic)
18 office, which is the general practitioner.

19 THE COURT: All right. Well let me just ask the
20 question this way, make it sample, has any doctor
21 told you that your mom has moderate Alzheimer's
22 disease?

23 THE WITNESS: No, they have not, Your Honor.

24 THE COURT: Okay.

25

1 BY MR. KITROSER:

2 Q Have you seen any medical reports about your
3 mother that indicate that she has moderate Alzheimer's
4 related dementia?

5 A The only one I've ever read is the one from
6 Dr. Sam Sugar.

7 Q You've never seen any other reports about your
8 mother?

9 A No, I have not.

10 Q Do you have any financial assets of your own,
11 savings, investments?

12 A No, (unintelligible).

13 Q So you're entirely dependent on your mother's
14 trust to provide a roof over your head and the disability
15 income that you receive, which is about a little under a
16 thousand dollars a month to support yourself?

17 A I guess you can say that, Your Honor, or
18 Mr. Kitroser.

19 Q I'm sorry, I didn't hear the answer.

20 THE COURT: I guess she's saying yes but it's --
21 yes or no works fine, you don't have to address him
22 by name every time, it's okay. All right. Who is
23 Hillary Hogue, again, is that a court watcher?

24 MS. HOGUE: Can you hear me, Your Honor?

25 THE COURT: Yeah, can you please mute yourself,

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1 I mean, you're moving around, you're doing -- it's
2 distracting.

3 MS. HOGUE: I apologize profusely, I'll do just
4 that.

5 THE COURT: Okay. Thank you. You need to go to
6 court watchers etiquette 101. All right. Go ahead.
7 Next question.

8 MR. KITROSER: Thank you, Your Honor. For this
9 I'm gonna ask you to allow Ms. Albright to share the
10 screen.

11 THE COURT: Sure.

12 MR. KITROSER: That way she can bring up the
13 exhibits as I go through the questions.

14 THE COURT: All right. Paula, you're up, you can
15 share the screen.

16 MR. KITROSER: Thank you, Judge.

17 BY MR. KITROSER:

18 Q All right. Ms. Sahm, are you aware of the fact
19 that in November of 2022, Transamerica, which is the
20 company that your father represented, activated your
21 mother's long term care policy to take care of her in the
22 home?

23 MS. GARCIA: Your Honor, I apologize, we can't
24 see that.

25 THE COURT: Yeah, there's nothing on the screen

1 right now, so, other than --

2 MR. KITROSER: Well I'm just asking the question
3 now.

4 THE COURT: Oh, so this is just a question.

5 MR. KITROSER: If she tells me she's not aware,
6 I'll bring it up.

7 THE COURT: Right. Are you aware, let's repeat
8 the question.

9 BY MR. KITROSER:

10 Q Are you aware that in November of 2022, in fact
11 November 10th, 2022, Transamerica activated your mother's
12 long term care policy to take care of her, to use the money
13 on the policy to care for her, are you aware of that, yes
14 or no?

15 A I knew it for about a week but mom didn't want
16 them and she dismissed them.

17 Q Again, I'm not asking what your mom wanted or
18 didn't want, I'm asking if you are aware that the policy
19 was activated? It's just a yes --

20 THE COURT: It's a simple question, are you aware
21 that she had the policy, she could have used or not
22 used or did use, he's not asking if she used it, are
23 you aware they activated the policy and she could use
24 it to care of her?

25 THE WITNESS: Yes.

1 THE COURT: Okay. Thank you.

2 BY MR. KITROSER:

3 Q So you knew in November of 2022 that the long
4 term care policy had been activated, correct?

5 A Yes, but not for very long.

6 Q Do you know why it was activated?

7 A After forty eight hours of being in the house and
8 she'd only been in there a couple of days, she stepped down
9 wrong into the sunken living room and she did hurt her
10 shoulder when she fell. But she didn't break anything, she
11 didn't do anything, she didn't want them there. That's
12 what she told me in a phone call.

13 Q You and your sister Joanna, to put it kindly,
14 don't get along real well, is that right?

15 A Yes, sir.

16 Q All right. So I'm gonna ask you now and give
17 your lawyer a chance to object before we get too deeply
18 into this one, but on January 24th of 2023, there was an
19 incident at your mother's house where you are accused of
20 drawing a handgun, a thirty eight revolver, and threatening
21 your sister and her partner Olga with it, is that correct?

22 MS. GARCIA: Objection, she's gonna take the
23 Fifth on any issues related to the criminal case. Her
24 criminal attorney is also here.

25 MR. KITROSER: I just asked if she's aware that

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1 she's accused, I'm not asking her for admissions,
2 Judge.

3 MS. GARCIA: She's gonna take the Fifth on any
4 issue related to that incident in that criminal case.

5 THE COURT: Okay.

6 MS. GARCIA: Thank you.

7 BY MR. KITROSER:

8 Q Are you aware of the fact that the injunction
9 coming out of that case is still in effect?

10 MS. GARCIA: Objection, she's going to take the
11 Fifth on anything related to that particular criminal
12 case.

13 THE COURT: Well that's not -- can I just ask, I
14 haven't looked in the court file, I assume there's an
15 injunction, a no contact order entered? Yes?

16 MR. KUBILIUN: Yes, that's correct. Yes.

17 THE COURT: Okay.

18 MR. KITROSER: And I'd just like stipulation from
19 counsel who eluded to the fact that there were no
20 admissions, that the injunction is still in effect to
21 this day and was extended.

22 MR. KUBILIUN: Yeah, it's still in effect, there
23 was no admissions, no testimony nor any findings.

24 THE COURT: Right.

25 MR. KITROSER: That's because it's an agreed

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1 order, correct, counsel?

2 MR. KUBILIUN: Again, there's no admission, no
3 testimony, no findings.

4 THE COURT: They're entered sort of automatically
5 at first appearance, so. Anyway, it's gonna stay in
6 effect til that case is over probably for all intents
7 and purposes. But, anyway, go ahead.

8 BY MR. KITROSER:

9 Q Ms. Sahm, when were you first contacted by the
10 Bernstein family?

11 THE COURT: Do we need this up on the screen or
12 can Paula --

13 MR. KITROSER: There's gonna be a number of
14 these.

15 THE COURT: Okay. All right.

16 THE WITNESS: I was never contacted by the
17 Bernstein family. Oh, I was told -- I received a
18 phone call probably in the summer of 2021.

19 BY MR. KITROSER:

20 Q Tell me about that.

21 A There's nothing to say. My standard answer has
22 always been to ask my sister and the lawyers, I don't know
23 anything.

24 Q On March 28th of 2023, did you assist your mother
25 in terminating Joanna's power of attorney and healthcare

1 proxy?

2 A No, I did not.

3 Q How did that come about then?

4 A My mom has her own mind. You might think she's
5 no good but she has her own mind.

6 Q I'm sorry, say that again, please.

7 A She's still a very strong woman and very
8 independent in her own way. She still has a mind of her
9 own.

10 Q Well you were in her home living with her at the
11 time, weren't you?

12 A That might have been but I did not encourage her,
13 sir.

14 Q Were you there when she signed this paper,
15 allegedly?

16 A I was in the house.

17 Q Where did she get the paper?

18 A From a Notary Public.

19 Q Did the notary come to the home?

20 A Yes, she did.

21 Q How was it that the notary arranged to come to
22 the home?

23 A I didn't do it, I can't answer that question,
24 Your Honor.

25 THE COURT: Again, I'm gonna start getting

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1 insulted if you keep calling Kitroser Your Honor, so.

2 THE WITNESS: Sorry, I'm sorry.

3 BY MR. KITROSER:

4 Q Well the notary was a woman by the name of Maria
5 Laplante (phonetic), do you know that?

6 A I knew she was Haitian, that was about it.

7 Q But you claim you had nothing to do with this,
8 correct?

9 A No, I did not.

10 Q When she arrived at the home, were you surprised?

11 A Yes and no.

12 Q Did she talk to you, at all?

13 A Mostly towards my mother since this was about my
14 mother.

15 Q Do you know who sent Ms. Laplante?

16 A Not off the top of my head, I don't.

17 Q Do you have any idea who sent Ms. Laplante, if
18 it wasn't you?

19 MS. GARCIA: Objection, calls for speculation.

20 THE COURT: Well, I mean, she can say if she has
21 an idea or if she doesn't have an idea.

22 THE WITNESS: I might or might -- I -- it might
23 have been --

24 THE COURT: It might have been who?

25 THE WITNESS: The Bernsteins and Kevin Hall.

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1 BY MR. KITROSER:

2 Q Well you knew that the Bernsteins were involved
3 in litigation with your parents, correct, you told us that
4 already?

5 A I did and I didn't, Mr. Kitroser. Again, I was
6 kept in the dark about a lot of things. I guess that, you
7 know, when I hurt my head and I get chronic migraines, that
8 makes it a lot worse.

9 Q So a notary comes to the home and you suspect it
10 was sent by the Bernsteins, you know the Bernsteins are in
11 litigation with your parents and they're cancelling your
12 sister's power of attorney --

13 A My dad's been gone (unintelligible) --

14 Q Let me finish my question, please. And what do
15 you do, do you immediately call Joanna and say, hey, we got
16 a problem?

17 A No, I couldn't, we have had no communication,
18 we're not allowed to have communication and we'll continue
19 to have no communication until February 10th, 2024.

20 Q All right. Do you ask your mother to call
21 Joanna?

22 A No.

23 Q All right. You knew who Amber Patwell was at the
24 time, right?

25 A She wasn't involved yet, not at that time.

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1 Q All right.

2 A Morgan Weinstein was.

3 Q Did you call Mr. Weinstein and say, hey, this is
4 a problem, what are we gonna do about it?

5 A No, because I'm not the client, they don't call
6 me back. I only talk to my own lawyers.

7 Q All right. So is it fair to say pursuant, based
8 on your testimony, you had nothing to do with this and when
9 it happened, even though you thought it was procured by the
10 defendants in your mother's litigation, you just sat back
11 and did nothing, is that fair to say?

12 A Yes, Your Honor or Mr. Kitroser.

13 THE COURT: That's it, I am not gonna call him
14 Your Honor, I refuse. But anyway. Go ahead, Your
15 Honor, any other questions?

16 MR. KITROSER: Yes, thank you, Your Honor.

17 BY MR. KITROSER:

18 Q In April of 2023, Joanna's connection to her
19 mother's cell phone was severed, she was blocked from being
20 able to call her mother, did you have anything to do with
21 that?

22 A No, Mr. Kitroser, I did not. I don't know the
23 first thing about cell phones, whether it be an old flip
24 phone or the modern day iPhone.

25 Q So the fact that that happened on April 17th,

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1 which coincidentally is the same day that the guardianship
2 proceeding concerning your mother was instituted, is that
3 just a coincidence?

4 A I don't do dates, I don't understand.

5 Q All right. You do know that there was a
6 guardianship proceeding instituted concerning your mother
7 on April 17th, 2023, correct?

8 A I'd heard it talked about, yes.

9 Q Well you were served in that case, you're an
10 interested party, correct?

11 A Well there was a whole bunch of paperwork that
12 went to North Carolina that I never received, Mr. Kitroser.
13 It's actually probably still sitting out on the deck of my
14 home in North Carolina.

15 Q You were aware of your mother's ongoing
16 guardianship case, isn't that fair to say?

17 A Yes.

18 MS. GARCIA: Objection to time frame.

19 THE COURT: Yeah, I'll sustain, I mean, she -- go
20 ahead.

21 BY MR. KITROSER:

22 Q In April of 2023 when the guardianship was
23 instituted, were you aware that your mother was in a
24 guardianship proceeding? Please don't look at your
25 attorney's notes for answer.

1 A I'm not looking at any notes. I'm looking down
2 at my own notes.

3 Q Well if you're using notes, I'd like to see them.

4 THE COURT: Okay. Well were you aware of the
5 guardianship in, what, April '23, yes, no?

6 THE WITNESS: Yes.

7 THE COURT: Yes. Okay.

8 BY MR. KITROSER:

9 Q Now on April 24th of 2023, your sister, Joanna,
10 was trying to call your mother and you were preventing
11 those calls from going through, isn't that true?

12 A No, I was not, Mr. Kitroser.

13 Q You were aware that your mother had counsel,
14 Laura Burkhalter, correct, court appointed counsel for the
15 guardianship?

16 MS. GARCIA: Objection to time frame.

17 THE COURT: Around that same time, April of '23,
18 are you aware your mother had a lawyer,
19 Ms. Burkhalter?

20 THE WITNESS: Very briefly because we, through
21 the Guardian Task, State Task Force, through Hillary
22 Hogue, we ended up getting Amber Patwell, that's who
23 I was focused on for my mom.

24 BY MR. KITROSER:

25 Q So you talked to Amber Patwell through the task

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1 force, the Guardian Task Force, is that how it happened?

2 A Yes.

3 Q All right.

4 THE COURT: That's what she said.

5 MR. KITROSER: She said yes.

6 THE COURT: Yeah.

7 BY MR. KITROSER:

8 Q Tell me about the conversations you had with the
9 task force.

10 A It was very brief, very, very brief.

11 Q Tell me about it.

12 A There wasn't anything to say, they just said call
13 Amber Patwell so we called Amber Patwell, that was it.

14 Q And by we you mean you?

15 A And my mom.

16 Q So when Ms. Patwell told us earlier that she
17 wasn't called by you, that would be incorrect?

18 A I didn't make the first phone call, my mom did.

19 Q Did you speak with Ms. Patwell?

20 A In a way, yes, because we were on speaker on my
21 phone because her phone doesn't have that set up.

22 Q And why did you think it was a good idea to
23 replace Ms. Burkhalter with Ms. Patwell?

24 A Because she's part of the examining committee,
25 that's all.

1 Q I'm sorry, I didn't understand your answer.
2 A She's part of the court appointed committee.
3 Q Ms. Patwell?
4 A No, Burkhalter.
5 Q Okay. Why does that matter to you?
6 A Because I didn't think my mom was going to get
7 a very fair shake.
8 Q So you feel like Ms. Burkhalter wouldn't
9 represent her appropriately, is that fair to say?
10 A Absolutely.
11 Q Okay. So then it was your concern that persuaded
12 your mother to hire Amber Patwell?
13 MS. GARCIA: Objection, calls for facts not in
14 evidence.
15 THE COURT: Well he's asking the question, it
16 either was or wasn't.
17 THE WITNESS: I'm sorry, rephrase the question.
18 THE COURT: I'm assuming the question sort of
19 suggests you suggested to your mother that she not
20 use Ms. Burkhalter and you went with Mr. Patwell?
21 THE WITNESS: No.
22 THE COURT: No. You had nothing to do with it,
23 you didn't voice your opinion?
24 THE WITNESS: She did turn to me and say, what
25 should I do, I said, it's up to you, you're a grown

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1 woman, you need to make your own decision.

2 BY MR. KITROSER:

3 Q But you were concerned about Ms. Burkhalter's
4 fairness?

5 A Absolutely.

6 Q Did you convey that to your mother?

7 A I didn't hold a gun to her head, Mr. Kitroser,
8 if that's what you're implying.

9 Q No, you weren't allowed to have a gun at that
10 point, correct?

11 A Yes, exactly.

12 Q Did you convey your concerns using your words
13 about Ms. Burkhalter when you spoke to your mother and when
14 you were talking about her hiring Ms. Patwell?

15 A Well, when she showed up unannounced just at the
16 front door and she rung the bell, I was a little bit taken
17 aback by that, yes.

18 Q Ms. Patwell showed up at your home unannounced?

19 A No, Burkhalter, sir.

20 Q Ah. Well Ms. Burkhalter had been appointed by
21 the court, correct?

22 A As far as I knew.

23 Q So she was doing her job. My question is, were
24 you concerned about Ms. Burkhalter and did you express
25 those concerns with words to your mother before she hired

1 Ms. Patwell?

2 MS. GARCIA: Objection, Your Honor, move to
3 strike the comment that Ms. Burkhalter was doing her
4 job.

5 THE COURT: Well she was doing her job but let's
6 just answer the question.

7 MR. KITROSER: Did you talk to your mom and tell
8 her --

9 THE COURT: Did you say anything to your mother
10 about hiring Ms. Patwell, it's yes or no, you never
11 did?

12 THE WITNESS: Your Honor, I'm trying to find my
13 words to, you're both ganging up on me.

14 THE COURT: I'm not ganging up, I'm trying to get
15 a simple answer to a simple question and then we can
16 move on with this hearing.

17 THE WITNESS: What I said was, I didn't like that
18 she showed up unannounced and she should have called,
19 that's all I said.

20 THE COURT: Okay. I get it, you didn't like it,
21 she should have called, she just showed up, did you
22 express that to your mother?

23 THE WITNESS: I just shook my head and walked
24 away into my room.

25 THE COURT: Okay. All right. Go ahead. Next

1 question.

2 MR. KITROSER: Yes, Your Honor.

3 THE COURT: If there are any more.

4 MR. KITROSER: Couple more. I'm only in May,
5 Judge.

6 THE COURT: Go ahead.

7 BY MR. KITROSER:

8 Q Have you seen the, I know you told us that you're
9 unaware of your mother's diminished mental capacity, have
10 you seen the committee reports that came out of the
11 guardianship?

12 A No. I prefer to look at Dr. Sugar's.

13 Q All right. Okay. Well that's a choice. I'm
14 gonna ask you now to take a look at Dr. Brennan Cheshire's
15 report.

16 MR. KITROSER: Paula, if you would pull that one
17 up first, please. Can you do one page at a time, is
18 that possible, and I'll walk you through it. A
19 little larger.

20 MS. GARCIA: If I may have a moment, Your Honor,
21 I just need to try to move it to another screen, I
22 can't read it, we can't read it on the laptop. If we
23 can have a moment, please. Thank you.

24 THE COURT: Well can I ask at this point what's
25 the difference whether she's read them or hasn't read

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1 them?

2 MR. KITROSER: I'm sorry, Judge?

3 THE COURT: What's the difference, whether she
4 read them or didn't read them?

5 MR. KITROSER: Well, first off, I'd like her to
6 take a look and see whether she acknowledges that her
7 mom has mental issues. And I'd like her to look at
8 the conclusions the committee reports came to, the
9 committee members came to. Because that will pertain
10 to some of the things that are coming out.

11 THE COURT: Okay. Well, I mean, for example,
12 Brennan Cheshire, I guess, says mild cognitive
13 impairment.

14 MR. KITROSER: Yeah, but we were gonna go to the
15 last page.

16 THE COURT: Okay. So the last page there, Paula.

17 MR. KITROSER: Yeah, that's the one.

18 THE COURT: Okay.

19 MR. KITROSER: Where it says mild cognitive
20 impairment, needs a power of attorney, caregiver or
21 guardian to oversee her medical and financial
22 affairs, remain in home for as long as --

23 THE COURT: Can you guys see that or are you
24 having difficulty?

25 MS. GARCIA: I'm making it big now so we can see

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1 it.

2 THE COURT: Okay. So he's referring to paragraph
3 number nine.

4 THE WITNESS: Yes.

5 THE COURT: And go down to the asterisk, that's
6 where it talks about it. Okay.

7 BY MR. KITROSER:

8 Q All right. Take a look at Dr. Cheshire's
9 conclusions. Do you agree or disagree with those
10 conclusions based on your familiarity with your mother's
11 condition at that time?

12 A I'd probably say I'm somewhere in the middle, if
13 you want a, if you really -- now that I'm reading it, I
14 believe I'm somewhere in the middle on these thoughts.

15 Q Okay. What does somewhere in the middle mean?

16 A I honestly think if you phrase a question a
17 certain way to my mom, she's able to answer the question.
18 But if you gang up on her, she doesn't answer very, she
19 can't answer very well.

20 MR. KITROSER: Okay. Let's go to Dr. Bloom's
21 report next, Paula, please. And for Dr. Bloom's
22 report, go to the first page, please, Paula.

23 THE COURT: That's where they are, they're on the
24 first page.

25 MR. KITROSER: Mental diagnosis. Can you see

1 that one okay?

2 THE WITNESS: (Unintelligible) neurologist,
3 Mr. Kitroser --

4 THE COURT: No, no, no, it's on the screen,
5 Dr. Bloom, it's on the screen.

6 MR. KITROSER: Can you see the report, ma'am?

7 THE COURT: It says AIP, that's your mother, has
8 loss of long or short term memory. She is unclear
9 regarding her finances and does not know specific --

10 THE WITNESS: So was I and I have a learning
11 disability.

12 THE COURT: I'm not reading an evaluation on you,
13 ma'am, I'm reading because you said you couldn't see
14 it. Can you see it now, I don't need to read to you
15 if you can see it? Anyway, she does not, she's
16 unclear regarding her finances, does not know
17 specifics regarding her assets and how much money she
18 has. She is unaware of the guardianship. Does not
19 understand the concept, does not remember receiving
20 copies of the petition nor does she remember seeing
21 her attorney. She does not know what medication
22 she's taking or what they are for. She does not know
23 who the governor or the vice president is. She
24 cannot multiply nine times seven or how many quarters
25 are in six dollars. She couldn't --

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1 THE WITNESS: May I say something, please?

2 THE COURT: Okay. Yes.

3 THE WITNESS: That's not true about the, she does
4 know it, like I said, you word the questions a
5 certain way she does know. Of course they're not
6 very nice answers about the people but she does know
7 who they are.

8 THE COURT: Okay.

9 BY MR. KITROSER:

10 Q Okay. Do you agree or disagree or are you
11 somewhere in between with Dr. Bloom's conclusions regarding
12 your mother's mental capacity?

13 A No, I don't agree.

14 Q Completely disagree?

15 A Yes, I do.

16 Q All right. Have you seen this report before
17 right now?

18 A No, I totally disregarded it until we saw Dr. Sam
19 Sugar.

20 Q So you thought this wasn't important enough to --

21 A (Unintelligible).

22 Q You thought this wasn't important enough for you
23 to attend to it?

24 A No.

25 Q All right.

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1 THE COURT: She's a Sam Sugar fan, I think.

2 MR. KITROSER: I get that one, Judge. All right.
3 Paula, would you switch to Stephanie Cheshire's
4 report now, please. Bottom of the first page.

5 THE COURT: Can you all read that? Can you read
6 it? If you can't read it, I'm happy to read it, I
7 just want to know if you can read it.

8 MS. GARCIA: Para -- what's showing Your Honor's
9 two, yeah.

10 THE COURT: Cognitive impairment, visual
11 hallucination, audio hallucinations and paranoia are
12 denied. Suicidal thought is reported as not really.
13 She denies ever being admitted to a psychiatric
14 hospital, psychiatric counseling, shock treatment or
15 any family history of mental illness. She denies any
16 mental health diagnosis. She's unaware of safety
17 issues for herself. She had difficulty with simple
18 math. She reports she is unaware that a petition for
19 guardianship has been filed. She denies having
20 attorneys. She's unaware of any past or current
21 litigation and court cases. She scored eighteen out
22 of thirty on the Montreal Cognitive Assessment.
23 Difficulties were in visual spatial executive
24 function, memory, calculations, language abstraction.
25 The prognosis is fair to poor.

1 MS. GARCIA: Your Honor, let me pause you, this
2 is Stephanie Cheshire, the lay person that was
3 appointed, her report?

4 THE COURT: Correct.

5 MS. GARCIA: The lay person. I just wanted to
6 make sure it was a lay person that did this.

7 THE COURT: Well she's not a lay -- I mean, she
8 is a lay person but she's --

9 MS. GARCIA: Right. She's not qualified to give
10 a medical opinion, which would be part of a motion
11 down the line.

12 THE COURT: I can hardly wait.

13 MR. KITROSER: Object, move to strike counsel's
14 comment.

15 THE COURT: Yeah, anyway. It says she's
16 vulnerable and physical financial safety is at risk
17 if left to function on her own.

18 MS. GARCIA: Is there a question pending, I
19 apologize.

20 THE COURT: I'm just reading what's on there so
21 you could see it. So, what's the next question?

22 MR. KITROSER: Thank you, Your Honor.

23 BY MR. KITROSER:

24 Q Ms. Sahm, is it fair to say that you've never
25 seen this report either?

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1 A Again --

2 Q Just a yes or no, ma'am.

3 A -- (unintelligible) report.

4 THE COURT: Ma'am, have you seen it? No, Sugar
5 or no Sugar.

6 THE WITNESS: No, sir, I have not.

7 THE COURT: Okay. Thank you. It's not a hard
8 question. Go ahead.

9 BY MR. KITROSER:

10 Q So is it also fair to say that despite the fact
11 that Patricia Sahm, your mother, is involved in a
12 guardianship case, you chose to ignore these reports and
13 weren't even interested in taking a look at what other
14 people had to say about her mental ability, you just chose
15 to ignore all of this, correct? You didn't want to know.

16 A Yes and no.

17 Q What's the yes part, what's the no part?

18 A Again, she's a very strong person at eighty two
19 years old.

20 Q I'm asking you whether you chose to ignore these
21 reports about your mother's mental condition, yes or no?

22 A I chose these to ignore, I acknowledged Dr. Sam
23 Sugar.

24 Q So you saw a report you liked and you said, I'm
25 not gonna look at the rest of them, is that fair to say?

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1 A You could say that.

2 Q Okay. That's all I was trying to get to.

3 Are you aware that on May 22nd of 2023, your
4 mother, with you present, signed a purported settlement
5 agreement with the Bernstein family, yes or no?

6 A I was in the room.

7 Q You were in the room?

8 A Yes.

9 Q Okay. Did you know what the settlement agreement
10 was about?

11 A Our old house.

12 Q Do you know anything more about it?

13 A No, I do not. I choose not to.

14 Q If I told you that it was about a foreclosure
15 action that your parents had instituted against the
16 Bernsteins for not paying on the note, does that jog your
17 memory?

18 A Not really.

19 Q If I told you that the settlement agreement was
20 for fifty cents on the dollar, on that foreclosure action,
21 does that jog your memory?

22 A No, it does not.

23 Q Did this settlement agreement concern you, at
24 all?

25 A (Unintelligible) Your Honor, I have a learning

1 or, sir and Your Honor, I have a learning disability in
2 math.

3 THE COURT: Okay. That's fine. You can just say
4 no, that's fine.

5 THE WITNESS: No.

6 BY MR. KITROSER:

7 Q Did this settlement agreement concern you at all,
8 these people show up to your mom's home with papers for her
9 to sign?

10 A No.

11 Q Why not?

12 A I don't give a crap about the money,
13 Mr. Kitroser, contrary to popular belief.

14 THE COURT: My question is, his question really
15 is, weren't you concerned whether or not your mother
16 really had the ability to go ahead and sign this and
17 understood what she was signing?

18 THE WITNESS: No, because Amber was with her at
19 that time.

20 THE COURT: Oh, okay.

21 THE WITNESS: And Amber asked her if she
22 understood and she verbally explained it all back out
23 that she did.

24 BY MR. KITROSER:

25 Q Amber, the lawyer that got hired by some

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1 stranger?

2 A Amber Patwell.

3 MS. GARCIA: Objection to the facts not in
4 evidence.

5 THE COURT: Well she did get hired by -- she was
6 apparently referred by some guardian group.

7 BY MR. KITROSER:

8 Q Do you know whether the guardian group that
9 referred Amber had any connection to the Bernstein family?

10 A No, I don't, and I don't think so.

11 Q Well did you know on the date that this thing was
12 signed?

13 A Nope, I did not.

14 Q Now that I'm asking you the question, does that
15 concern you at all?

16 A No, it doesn't, Mr. Kitroser.

17 Q It's perfectly okay with you that your mother
18 takes fifty cents on the dollar?

19 A Again, Mr. Kitroser, I do not understand math.
20 So this is irrelevant to me, sir.

21 THE COURT: She don't care about the money.

22 THE WITNESS: I don't understand --

23 THE COURT: Next question.

24 MR. KITROSER: Well I'm gonna ask the next
25 question even though she just answered that one that

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1 way.

2 THE COURT: Go ahead.

3 BY MR. KITROSER:

4 Q Did the Bernstein family or anybody connected
5 with the Bernstein family or Ms. Garcia or Ms. Patwell
6 promise you any compensation of any kind in exchange for
7 standing back and allowing your mother to sign this
8 agreement, yes or no?

9 A They did not. No, they didn't.

10 Q None of them?

11 A None of them.

12 Q Have you received any money or any other
13 consideration to stand back and allow this agreement to be
14 signed?

15 A No. I don't take bribes, Mr. Kitroser.

16 Q No was fine.

17 THE COURT: Do you need that screen up or can we
18 take --

19 MR. KITROSER: I'm gonna need a little more,
20 Judge.

21 THE COURT: Okay.

22 MR. KITROSER: Maybe, we'll see.

23 BY MR. KITROSER:

24 Q On May 26th, 2023, are you aware of the fact that
25 your sister, Joanna, found out that her access to your

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1 mother's online Chase Freedom card and account had been
2 blocked, are you aware of that?

3 A I was with my mother at Chase Bank when she found
4 out. At that moment that --

5 Q Did you have anything to do with the fact that
6 that account had been blocked?

7 A Can I finish, can I finish, please?

8 Q Did you have anything to do with it?

9 A I found out --

10 Q Ms. Sahm, did you have anything to do with that?

11 A No, I did not. I did take my mother to the bank,
12 she found out that her account had \$7,800.00 on it and she
13 said, oh, is that available money and the woman at the bank
14 said, no, ma'am, that's how much you owe. She's like, we
15 haven't eaten out or shopped to that tune. And she said
16 to me, what was that, and she goes, well it looks like
17 there's a charge for \$5,114.00 and change, and that looks
18 like it went to pay for an attorney at Nelson Mullins. So
19 my sister used that shared credit card to pay for her
20 lawyer and court costs to sue my mom, to declare her
21 incompetent and get guardianship.

22 MR. KITROSER: Objection, move to strike as
23 nonresponsive, Judge.

24 THE COURT: Well just, why don't you, I got a
25 better idea, why don't you ask her the next question.

1 MR. KITROSER: I can do that.

2 BY MR. KITROSER:

3 Q Are you aware of the fact that on June 27th,
4 2023, Judge Burton determined that your mother was
5 incapacitated, yes or no?

6 A No.

7 Q Have you ever become aware of the fact that on
8 June 27th, 2023, Judge Burton determined that your mother
9 was incapacitated?

10 A I don't know the dates, I just knew everything
11 was potentially going to happen.

12 Q All right. Are you aware that it did happen?

13 A I am now.

14 Q When did you first become aware that The Court
15 determined that your mother was incapacitated?

16 A Honestly, I can't answer these questions because
17 this has been the longest drawn out seven, eight, nine
18 months there's ever been in my life.

19 Q Are you aware of the fact that your cousin,
20 Charlie Revard is appointed as the guardian for your
21 mother?

22 A Well I do know he came to Florida.

23 Q I'm asking if you're aware of the fact that
24 Charlie is your mother's guardian, yes or no?

25 A I'm -- no.

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1 Q You don't know that even now?

2 A I do now.

3 Q On July 13th, after Charlie Revard had been
4 appointed guardian, you made an appointment to go with your
5 mother to Wells Fargo, isn't that true?

6 A Yes, I did.

7 Q Okay. Did you tell Charlie or Joanna that you
8 were doing it?

9 A Yes, I did. I made a point of leaving a message
10 for Amber and talking to my lawyer, David.

11 Q Did you tell Charlie who is the guardian?

12 A No, but I sent him and scanned everything and
13 emailed it to him after the fact along with estimates for
14 pressure washing at the same time of my mom's roof because
15 she received a vio, first violation letter.

16 Q So why did you send it to Charlie if you didn't
17 know he was guardian?

18 A Because I thought that was the right thing to do
19 since I couldn't speak to my sister for obvious reasons.
20 And I plead the Fifth on that.

21 Q On July 18th, 2023, did you take your mother to
22 Wells Fargo?

23 A Yes, I did.

24 Q Did you close her Wells Fargo account and take
25 out --

1 A I did not --

2 MS. GARCIA: Let him finish the question. Go
3 ahead, I'm sorry.

4 BY MR. KITROSER:

5 Q Did your mother close the account with you
6 present and remove the \$215.80?

7 A Yes, she did.

8 Q Did you immediately thereafter go to Bank of
9 America and open a new account for your mother for \$215.80?

10 A Yes.

11 Q Okay. The address that you put on that account
12 for the reports, the monthly statements to go to, was that
13 Charlie's address?

14 A That was my mom's, all the rest of the
15 information was Charlie's name, cell phone number and email
16 address.

17 Q You put your address on there, didn't you?

18 A I didn't put 160 Laurel Lane. It was 21843 Town
19 Place Drive, Boca Raton, Florida 33433, because my mom is
20 less than three minutes from the bank.

21 Q And that's where you live, correct?

22 A Only according to Palm Beach County, the court
23 records for the moment. But I don't live here.

24 Q That's where you were living at the moment,
25 correct?

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1 A For the time being.

2 Q So you bypassed the guardian and you opened a new
3 account, correct?

4 A I don't look at it like that.

5 Q I'm sure you don't.

6 A Can I say this, please?

7 Q No, I'll ask another question.

8 On July 18th did you go online at your mother's
9 home with your mother to access her teacher's retirement
10 account and change the password?

11 A No, I did not. I got -- I Googled it to get her
12 1-800 number. I did not do that.

13 Q Your mother doesn't even have an online -- your
14 mother doesn't even have email, correct?

15 A Uh-uh. No, I didn't. And the reason I know this
16 is because I've seen your evidentiary evidence,
17 Mr. Kitroser, by way of my sister and guess what, that
18 isn't my email address, FYI.

19 THE COURT: Okay. FYI, could you just respond to
20 his questions, that would be helpful. Thank you.

21 THE WITNESS: Uh-huh.

22 BY MR. KITROSER:

23 Q On July 22nd, 2023, did you threaten to take your
24 mother to North Carolina with you?

25 A I didn't threaten. My mother said, I wouldn't

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1 mind going back to see it one more time. I have back to
2 back doctor's appointments that I've tried to reschedule
3 four times along with my pet sitting that I would like to
4 do.

5 Q Ma'am, Ms. Sahm.

6 A She said, I would like to go back for a vacation,
7 that's it --

8 Q Ms. Sahm, I'm asking if you --

9 A -- take her back.

10 THE COURT: The answer is she didn't threaten, so
11 ask the next question.

12 BY MR. KITROSER:

13 Q Did you state that you were going to take your
14 mother back to North Carolina with you?

15 A What I said out loud many times was, if she'd
16 like to go back, then, yes, I'll take her. But not
17 permanently, not to isolate her, just for a vacation.

18 Q On July --

19 A She has friends up there.

20 Q On July 27th, 2023, you were served with a copy
21 of the Temporary Injunction for Protection, correct?

22 MS. GARCIA: Which one, I'm sorry, just to
23 clarify.

24 THE COURT: The Temporary Injunction, Injunction
25 for Protection, the one we're here on today.

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1 MR. KITROSER: Signed by Judge Burton.
2 MS. GARCIA: Thank you, Your Honor, I'm sorry.
3 THE COURT: That's okay.
4 THE WITNESS: I think I received that on Friday.
5 BY MR. KITROSER:
6 Q Well I've got an affidavit of service from the
7 sheriff's office that says you were served on July 27th,
8 2023.
9 A What day was that?
10 MR. KITROSER: Paula, would you pull that up?
11 THE WITNESS: Monday or Tuesday.
12 THE COURT: You don't have to put that, you don't
13 have to pull that up, Paula, it's just -- was it a
14 week or so, I don't know, whenever it was, two weeks
15 ago?
16 MR. KITROSER: Yup.
17 THE COURT: Two weeks ago roughly.
18 MR. KITROSER: Two weeks ago.
19 THE WITNESS: Okay.
20 BY MR. KITROSER:
21 Q Okay. And after you received that injunction,
22 what did you do, did you move out of your mother's home?
23 A I actually went the night before, it was on a
24 Thursday night because I received an email from my mom's
25 lawyer that I should probably go. So I went to my best

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1 friend's house. I wasn't fleeing, I was actually in pajamas
2 in my car and someone, now that I know --

3 Q Ma'am --

4 A -- (unintelligible) --

5 Q -- let me ask my next question, please. My next
6 question is, is that Patricia, is that Julie and Bruce
7 Jones' house?

8 A Correct.

9 Q And those are the folks that were on the Zoom at
10 the beginning of the hearing, correct?

11 A Yes.

12 Q Okay.

13 THE COURT: They're still on probably.

14 BY MR. KITROSER:

15 Q And you're still at their home?

16 A I have been since that Thursday night.

17 Q Okay.

18 MR. KITROSER: Paula, would you pull up the
19 injunction, please? And go to page --

20 THE COURT: This is a letter from a, a chat from
21 Dr. David Manuel, to everyone. In amicus and
22 consideration of The Court, article six, section two
23 dash three, as well as all articles and amendments of
24 the U.S. Constitution, as well as federal and state
25 laws, and furtherance, is hereby asserted and invoked

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1 on behalf -- where'd it go, on behalf of -- I lost my
2 place. On behalf of the people as appropriate. And
3 the security of the country, et. al. Likewise,
4 applicable to the above paragraph, we are expecting
5 to inspect any grand jury indictments. By the way,
6 is there any grand jury indictments that anybody's
7 aware of?

8 MR. KITROSER: I'm unaware, Judge.

9 THE COURT: Other than what's potentially gonna
10 happen in Georgia this week, anything here? No?

11 MR. KITROSER: No.

12 THE COURT: Okay. I'm not aware of any.

13 MR. KITROSER: I'm not either.

14 THE COURT: And, but we expect, inspect and
15 observe -- anyway, I don't know what he's talking
16 about, but anyway. Next question. I just thought
17 I'd share that.

18 MR. KITROSER: I appreciate it, Your Honor. Go
19 to page three, please, Paula.

20 THE COURT: Page three.

21 DR. MANUEL: Your Honor --

22 THE COURT: Yes, sir.

23 DR. MANUEL: You were reading the paragraph and
24 there was actually another --

25 THE COURT: Well it doesn't matter, it's on

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1 there, sir, I appreciate it. Thank you.

2 DR. MANUEL: Just wanted to point that out.

3 THE COURT: Okay. Thank you, Dr. Manuel. What
4 kind of doctor are you, by the way?

5 DR. MANUEL: Social physics, sir.

6 THE COURT: Social physics, okay.

7 DR. MANUEL: And a few other disciplines.

8 THE COURT: Okay. Thank you, sir. Appreciate
9 it. We'll let you know if there's any grand jury
10 transcripts to look at. Okay. All right. Go ahead.

11 MR. KITROSER: Paula, I think you're on page two.
12 Can you go to the next page, please? There you go.
13 Okay.

14 BY MR. KITROSER:

15 Q Now, Ms. Sahm, you received this injunction, you
16 know it's an order from the judge, correct?

17 A Yes.

18 Q Okay. I want you to take a look at the language
19 beginning with the words, in addition, can you see it?

20 THE COURT: Where is in addition, halfway down on
21 the --

22 MR. KITROSER: Right at the top, Judge.

23 BY MR. KITROSER:

24 Q Can you see it? In addition, any violation?

25 A Yeah, I did vacate the premises.

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1 THE COURT: He's just asking you if you can see
2 it, ma'am, that's the question.

3 THE WITNESS: Yes.

4 THE COURT: Okay.

5 BY MR. KITROSER:

6 Q Seven lines down from in addition, staring with
7 the words vulnerable adult, do you see that?

8 A Yes.

9 Q Okay. This means you can't talk to the
10 vulnerable adult, that would be your mother, do you
11 understand that to be the case, yes or no?

12 A Yes.

13 Q Okay. Telephoning, contacting or otherwise
14 communicating with the vulnerable adult directly or
15 indirectly is impermissible, is prohibited by this
16 injunction. Do you see that?

17 A Yes.

18 Q Okay. And you know you're bound by those words?

19 A I understand but she calls my phone five to six
20 times a day. I have not picked up except for immediately
21 when I was served it. I said, mom, I can't talk to you,
22 I need to hang up.

23 Q Okay. So directly or indirectly, what does that
24 mean to you?

25 A I can't talk to her.

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1 Q Does it also, are you also aware of the fact that
2 it means you can't use surrogate to talk to her? You kind
3 of eluded to that before, you can't use somebody else to
4 talk to your -- you can't use somebody else to talk to your
5 sister and you can't use somebody else to communicate with
6 your mother, correct?

7 A Don't worry, I have nothing to say to her.

8 Q Okay. I assume you meant your sister, not your
9 mother?

10 A Yes, not my mom.

11 Q Okay. But you know that you can't communicate
12 with your mother because of this injunction, correct?

13 A Right.

14 Q And you can't use anybody else to communicate
15 with your mother because of this injunction?

16 A And I haven't.

17 THE COURT: And she hasn't.

18 MR. KITROSER: So she says.

19 THE COURT: Well, okay. Next question.

20 MR. KITROSER: Okay. All right. Paula, you
21 can -- actually let's go to the next question, I may
22 need your screen one more time, Judge.

23 THE COURT: Go ahead.

24 BY MR. KITROSER:

25 Q On August 1st, 2023, do you recall getting an

1 email from Paula Albright, my paralegal, requesting return
2 of the clicker to your mother's community, that would be
3 the gate clicker?

4 A I don't have them.

5 THE COURT: She doesn't have them.

6 BY MR. KITROSER:

7 Q Well that's not what you told us.

8 MS. GARCIA: Your Honor, I would like to proffer
9 to The Court that she surrendered to me the clicker
10 to the complex and the clicker so she has no access.
11 I have the clickers here.

12 THE COURT: So you have the clickers?

13 MS. GARCIA: Yes, she gave them to me when she
14 was seeing my yesterday.

15 THE COURT: Okay.

16 BY MR. KITROSER:

17 Q You do recall getting two emails demanding return
18 of those clickers to us, correct?

19 A Mr. Kitroser, I never saw the first one, I only
20 saw the second one. I never saw whatever you were asking
21 about that first time, like, I think it was about freezing
22 accounts or something, I never saw anything about the
23 clickers in the first one.

24 Q Okay.

25 A I only saw it in the second one.

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1 Q Which you got on August 8th, correct?

2 A Yes.

3 Q All right. And you just gave them to your
4 lawyer?

5 A I did. I'm not gonna come up to North Palm Beach
6 from Boca.

7 Q Why did your friend, Julie Jones, come to your
8 mother's house last night with cookies?

9 A I didn't even know she had.

10 Q How do you suppose she got in?

11 A Because she's on the list supposedly at the gate.
12 I didn't know she visited my mother. I wasn't even home
13 all day.

14 Q You didn't know? You claim you had nothing to
15 do with that?

16 A No, sir. I didn't know anything about that. I
17 had been prepping all day with my lawyer, I just retained
18 her last night. Actually after having that conversation
19 with you.

20 Q All right. When did -- why did Bruce Jones, and
21 that would be Julie's husband, that's the gentleman you're
22 staying with, correct?

23 A Yeah.

24 Q Why did he come to your home, to your mother's
25 home on July 30th and replace her car battery?

1 A Because her battery was dead. I don't know
2 anything about the extra stuff.

3 Q How did Bruce know that your mother's battery was
4 dead?

5 MS. GARCIA: Objection to relevance, there's no
6 restraining order for the mother's friends to visit
7 her.

8 THE COURT: The question is, how did she -- how
9 did he know that the battery was dead, did you tell
10 him, would be the rest of the question.

11 THE WITNESS: Because mom and I mentioned out
12 loud before I was ever ordered out of the house that
13 her car wouldn't start, that was it.

14 BY MR. KITROSER:

15 Q And Bruce just took it upon himself to show up
16 at your mother's home with a car battery?

17 A Because they're good people. They're good
18 Christian people. I didn't know that was a sin or a crime.
19 And I'm grateful that they've been in my life over forty
20 years.

21 MS. GARCIA: Your Honor, may we have a break,
22 please?

23 THE COURT: Well I'm hoping he's almost done,
24 but.

25 MR. KITROSER: I am done.

1 THE COURT: We're onto August 8th so I think
2 we're nearing the end.

3 MR. KITROSER: I'm good.

4 THE COURT: No more?

5 MR. KITROSER: No.

6 THE COURT: All right. That's it. You can take
7 that down, Paula. Thank you. And, all right. So
8 any questions for Patty Junior?

9 MS. GARCIA: I'm gonna reserve my questions to my
10 direct case in chief, Your Honor.

11 THE COURT: All right.

12 MS. GARCIA: Can we have a break before the next
13 witness, please?

14 THE COURT: Well, we're gonna run out of time so,
15 you know, you guys are all on Zoom world, you can
16 take whatever breaks you want. I'm stuck here in the
17 courtroom, so. How long did your parents, Patty, how
18 long did they live at The Villages?

19 MS. SAHM, JR.: Over fourteen years.

20 THE COURT: I only have one question, are the
21 stories about The Villages true?

22 MS. SAHM, JR.: Well there are a lot of urban
23 legends but I choose to believe, you know, that
24 there's not too much you can't do inside and outside.

25 THE COURT: Yeah, I know. Okay. Sorry, I

1 couldn't resist the question. All right. Who's
2 next, Mr. Kitroser?

3 MS. CIADELLA: Joanna Sahm, Your Honor.

4 THE COURT: You don't want to let this poor lady
5 from Bank of America get in?

6 MS. CIADELLA: I can handle that first actually.

7 THE COURT: Huh?

8 MS. CIADELLA: If I may?

9 THE COURT: You can handle that what?

10 MS. CIADELLA: I can address the witness that's
11 in the courtroom from Bank of America.

12 THE COURT: Yeah, if you want. I assume you want
13 to get out of here, right? Ma'am? Yeah. Thanks.

14 And, raise your right hand. I'm sure
15 you're very interested in all this, but. You swear or
16 affirm testimony is gonna be the truth, the whole
17 truth, nothing but the truth?

18 MS. HURLEY: I do.

19 THE COURT: Have a seat. And what is your name,
20 young lady?

21 MS. HURLEY: It's Dawn Hurley, H-U-R-L-E-Y.

22 THE COURT: And, Dawn, you work for Bank of
23 America?

24 MS. HURLEY: I do.

25 THE COURT: Are you here as records custodian?

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1 MS. HURLEY: I am.

2 THE COURT: And any particular branch or --

3 MS. HURLEY: No, I work on the Court Appearance
4 Team.

5 THE COURT: Oh, you do. Okay. They got a Court
6 Appearance Team. So it's like, who's the unlucky one
7 today, who gets to go to court. Okay.

8 MS. GARCIA: Your Honor, I apologize.

9 THE COURT: Yes.

10 MS. GARCIA: Your Honor, we're having a hard time
11 hearing her and I didn't get her full name.

12 THE COURT: Her name is Dawn Hurley. She's with
13 Bank of America on the Corporate Appearance Team.
14 And she's gonna try and speak up nice and loud into
15 the microphone. Okay. Go ahead.

16 MS. CIADELLA: Thank you, Your Honor. Clara
17 Ciadella and I am here on behalf of the guardian,
18 Charles Revard. Ms. Hurley, thank you for being here
19 today. Your Honor, I'd like to approach the witness
20 with documents that she brought with her to the
21 courtroom today.

22 THE COURT: Sure.

23 MS. GARCIA: Your Honor, I apologize, I don't
24 know who is speaking, it doesn't sound like
25 Mr. Kitroser. Is this another attorney now?

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1 THE COURT: I can assure you it's not
2 Mr. Kitroser, it's Ms. Ciadella who's an associate
3 with his firm.

4 MS. GARCIA: Does she have an appearance filed in
5 this case, Your Honor, because if not I object to her
6 questioning.

7 THE COURT: She's with the same, she works with
8 Kitroser. She's a lawyer in Kirtroser's office. So
9 you're objection is duly noted and overruled.

10 MS. GARCIA: Okay. Thank you.

11 THE COURT: All right. So, Ms. Hurley, you're
12 looking at those records. You recognize those?

13 MS. HURLEY: Yes, I do.

14 DIRECT EXAMINATION

15 BY MS. CIADELLA:

16 Q And, Ms. Hurley, did you provide us with a
17 business record certification with those records today?

18 A Yes, ma'am.

19 MS. CIADELLA: Your Honor, this business record
20 certification meets the requirements under 98.036 so
21 we would ask that they be moved into evidence under
22 that particular statute.

23 THE COURT: All right. So there's a business
24 record certification with these bank statements.

25 MS. GARCIA: I object unless I see a copy of it

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1 and I see the documents, they have not provided --

2 THE COURT: Well how would you like them sent to
3 you, by carrier pigeon, I mean, you know. Can I see
4 that, please?

5 MS. GARCIA: If they can email them I can look at
6 them and maybe I won't have any objection.

7 MS. CIADELLA: We just got them, Your Honor, she
8 brought them with her.

9 THE COURT: She brought them with her in court.
10 I'm looking at Bank of America Legal Order
11 Processing. It is a Declaration of Bank of America
12 Officer and/or Custodian of Records, which is duly
13 signed. So I'm gonna note your objection and I will
14 kindly ask Ms. Ciadella after this hearing if you
15 could email them so that Ms., so counsel has them.
16 If she has any, you know, after objection, she can --
17 I'll certainly consider them, but. There we go. So
18 they'll be received as Composite Exhibit One.

19 MS. CIADELLA: Yes, Your Honor.

20 THE COURT: By Petitioner. Okay.

21 MS. CIADELLA: That's all I have for this
22 witness, Your Honor.

23 MS. GARCIA: I would just object to the
24 foundation, Your Honor, given the fact that I haven't
25 seen the documents and I haven't seen

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1 (unintelligible) --

2 THE COURT: Right. Well, they're gonna send
3 it -- do you have another copy?

4 MS. CIADELLA: No, she just brought those with
5 her.

6 THE COURT: Okay. So, I'll tell you what, I will,
7 when I'm done, scan a copy, Ms. Garcia, and we'll
8 shoot you a copy of those. Okay. And then if you
9 have any issues you can raise them, I'll consider it.

10 MS. GARCIA: Thank you, Your Honor.

11 THE COURT: Okay. All right. Other than that, at
12 this point, though, I will receive it and -- go
13 ahead. What else? Thank you, ma'am, I appreciate
14 it. By the way, you're welcome to stay if you'd like
15 to become a court watcher. I think she's gonna pass
16 on that. Okay. All right. Next witness.

17 MS. CIADELLA: Your Honor, I do have one more
18 business record from Wells Fargo that I'd like to
19 deal with. This was subject to our Notice of Intent
20 to Admit Certified Business Records that we filed on
21 August 11th, a copy was served on Patty. It is
22 accompanied by the Business Records Declaration and
23 it's Wells Fargo records that reflect that an
24 appointment was made at Wells Fargo on July 18th,
25 that the Wells Fargo account was closed on that date.

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1 And that the remaining balance in the account was
2 taken out via certified check. So we would like to
3 admit these records as Petitioner's Exhibit Two under
4 the business records certification.

5 THE COURT: Can I see what you have there? Well
6 these were served on your client, so.

7 MS. GARCIA: Not the actual documents, maybe a
8 copy of the Intent to Issue a Subpoena was served on
9 my client.

10 THE COURT: No, the Notice of Intent along with
11 copies of the documents.

12 MS. GARCIA: Not the documents, Your Honor. I
13 have the Fedex package and there were never any
14 documents submitted to my client or myself. So we're
15 not even (unintelligible) by the way, on all these
16 documents (unintelligible).

17 MADAME COURT REPORTER: Ms. Garcia needs to speak
18 up.

19 MS. CIADELLA: Yeah, I can't hear her.

20 THE COURT: Right. I don't know. She's
21 objecting, let's put it that way. She says she never
22 got the documents, only the notice.

23 MS. CIADELLA: We were sent -- the documents were
24 sent to her, I believe, on Friday via Fedex.

25 THE COURT: Right. She's saying she just got the

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1 notice, there were no documents or something. I
2 don't know. All right. In any event, I'll see --
3 same thing, I'll receive these as Composite Two and
4 then we'll shoot them over to you, Ms. Garcia. All
5 right. You have the Notice of Intent, correct?

6 MR. KITROSER: Judge, her client has the
7 documents, we federal expressed them.

8 THE COURT: I know. Ms. Garcia, you've seen the
9 Notice of Intent?

10 MS. GARCIA: Yes, Your Honor, I have the Notice
11 of Intent and I have the entire Fedex package that
12 was sent to my client and it did not include copies
13 of documents.

14 MS. CIADELLA: Your Honor, my understanding was
15 they were transmitted to her, they're accompanied by
16 the Business Records Certification.

17 THE COURT: Okay. I don't know, so.

18 MS. CIADELLA: So we would ask that they be
19 admitted under 98.036.

20 THE COURT: Okay. All right. Well I'm gonna
21 receive it as Exhibit Two and same thing, Ms. Garcia,
22 we'll make sure I scan a copy to you.

23 MS. GARCIA: Thank you, Your Honor, still
24 objection for the record.

25 THE COURT: Okay. And you've entered an

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1 appearance and your email is on the service, do you
2 know?

3 MS. GARCIA: Me, Your Honor?

4 THE COURT: Yeah, you.

5 MS. GARCIA: Yes, I've been on the service list
6 from almost day one and I've been (unintelligible) --

7 THE COURT: Okay. Okay. Great. I just want to
8 make sure, so I'll make sure I scan a copy to you.
9 Okay.

10 MS. GARCIA: Thank you, Your Honor.

11 THE COURT: All right. You're welcome. Okay.
12 That's Number Two Composite.

13 MS. CIADELLA: Thank you, Your Honor. And at
14 this time I'd like to call Joanna Sahm as our next
15 witness.

16 THE COURT: All right. Joanna, somebody want to
17 grab Joanna. All right.

18 All right, Joanna, you can have a seat
19 right over there. Please use the microphone, speak
20 up nice and loud. Okay.

21 MS. J. SAHM: Okay. Thank you.

22 THE COURT: All right. And if you would, raise
23 your right hand. Do you swear or affirm the
24 testimony you're gonna give is gonna be the truth,
25 the whole truth, nothing but the truth?

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1 MS. J. SAHM: I do.

2 THE COURT: You may have to move that mic so
3 it's --

4 MS. J. SAHM: Can you hear me now?

5 THE COURT: Yeah, just pull it to -- I can hear
6 you fine, but I just want to make sure everybody else
7 can. All right. So what is your name, ma'am?

8 MS. J. SAHM: Joanna Eileen Sahn.

9 THE COURT: All right. And you are sister of
10 Patty Junior?

11 MS. J. SAHM: Yes.

12 THE COURT: And you guys are like this, right?

13 MS. J. SAHM: Not really.

14 THE COURT: No. Okay. Anyway, go ahead,
15 Ms. Ciadella.

16 MS. CIADELLA: Thank you, Your Honor.

17 DIRECT EXAMINATION

18 BY MS. CIADELLA:

19 Q What is your relationship to Patricia Sahn
20 Senior?

21 A She's my mother.

22 Q Okay. And does she currently live alone?

23 A Yes, with a -- she has a nurse around the clock,
24 yes, but she lives alone as far as that goes.

25 Q Okay. And do you know why she has a nurse that's

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1 with her?

2 A She is -- she's able to drive but she gets lost
3 when she's driving and so it was recommended by the long
4 term care company that she have care because they did not
5 want her to drive anywhere to harm herself or to harm
6 others.

7 Q Understood. And do you believe she needs
8 assistance with her activities of daily living, so, you
9 know, bathing, preparing food, things of that nature?

10 A I believe she needs help remembering to eat.
11 Sometimes she forgets to eat. And as far as bathing, she
12 needs to be remind to bathe. She doesn't prefer to do it
13 really anymore. So she needs to be reminded of it.

14 Q Okay. So as it relates to her memory, do you
15 think given her memory, as you just described, it would be
16 safe for her to live alone?

17 A No.

18 MS. GARCIA: Objection, calls for speculation or
19 legal opinion or medical opinion.

20 THE COURT: All right. Overruled. Go ahead.

21 MS. CIADELLA: Thank you, Your Honor.

22 BY MS. CIADELLA:

23 Q Do you know if your mother is aware of the fact
24 that she has a guardian?

25 A Periodically, yes. She knows that it's Charlie

1 when she remembers that she has a guardian. Sometimes
2 she'll say, what is this guardian thing, she doesn't really
3 know what it is but she knows that he oversees her.

4 Q Okay. Periodically?

5 A Periodically she remembers that, yes.

6 Q Okay. Does your mother need help with her
7 finances?

8 A Yes.

9 Q And prior to the guardianship coming into
10 being --

11 MS. GARCIA: Objection, leading. I'm sorry, Your
12 Honor, objection, leading.

13 THE COURT: Overruled. Go ahead.

14 BY MS. CIADELLA:

15 Q Do you know -- I'm sorry. Prior to the
16 guardianship, who helped with your mother's finances?

17 A I did. After my father passed away on January
18 5th, 2021, I took over paying her bills, doing her banking
19 when she had issues. One of her accounts last year had
20 money cleared out of it so I had to deal with Wells Fargo
21 Fraud to get the money returned to her account. Just
22 things like that with her finances.

23 Q Based on your interactions with Wells Fargo, do
24 you have any knowledge of why the account was cleaned out,
25 how that happened?

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1 A The fraud department never shared with me --

2 MS. GARCIA: Objection, objection to the
3 phrasing, cleaned out.

4 MS. CIADELLA: Those were the words she used.

5 THE COURT: She testified it was cleaned out,
6 that was her testimony. Does that mean the account
7 was emptied?

8 THE WITNESS: Almost emptied.

9 THE COURT: Almost emptied. All the money was
10 taken except a little bit?

11 THE WITNESS: Correct.

12 THE COURT: Okay.

13 BY MS. CIADELLA:

14 Q Okay. So you helped your mother with her
15 finances, you testified to that. In what capacity did you
16 help her?

17 A So there are annual bills that get paid out of
18 the trust. There are annual bills that she was not aware
19 of. She was aware of them but my father paid them. And
20 he had shown me how to do all of these things in case he
21 were to pass away. She knew about them, she still mentions
22 it to me periodically as far as the life insurance
23 policies, make sure they're paid, make sure they're paid
24 for you and your sister.

25 THE COURT: You were a trustee?

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1 THE WITNESS: I am the trustee.

2 THE COURT: Oh, you are the trustee. You also
3 had healthcare surrogate?

4 THE WITNESS: I used to, not any more.

5 THE COURT: Right. And what else did you have?

6 THE WITNESS: Power of attorney.

7 THE COURT: Okay. And that was, has since been
8 removed?

9 THE WITNESS: Correct.

10 THE COURT: Yeah. Okay. But you're still
11 trustee?

12 THE WITNESS: I am still the trustee, yes. So I
13 paid her bills, I paid her monthly bills, you know,
14 electric, power, water, gas. Her credit card bill,
15 her gas, I mean, pretty much her bills. She would go
16 cash checks at Wells Fargo, this is back when she
17 lived in The Villages. She knew where her bank was
18 back then so she would go cash checks. But I handled
19 all of her bills for her home in Florida and her home
20 in North Carolina.

21 BY MS. CIADELLA:

22 Q Okay. And aside from Wells Fargo, does your mom
23 have any money at any other financial institution, whether
24 in trust or outright in her own name?

25 A Yes, at Bank of America.

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1 Q Bank of America. Okay.

2 Have you been to your mother's house recently?

3 A Yes.

4 Q And when you were at your mother's house, did you
5 discover any checks from Bank of America?

6 A No, I did not see them but I spoke to her after
7 I had left and she shared with me that she did receive her
8 checks.

9 Q Okay. Did you order those checks from Bank of
10 America?

11 A No, I did not.

12 Q Okay. As it relates to your involvement with
13 your mother's finances prior to the institution of the
14 guardianship, were you on your mother's Chase Bank credit
15 card?

16 A Yes, she put me on as a signer after my -- well,
17 a signer and an authorized user on the card after my father
18 passed away so I could oversee her card and pay it for her
19 and have access to it if there was a problem with somebody
20 fraudulently using her card.

21 Q Okay. And can you remind me approximately when
22 that was?

23 A I was added to her card approximately, I would
24 say May or June of '21.

25 Q Okay. And did you monitor the charges on the

1 credit card account?

2 A Yes.

3 Q Okay. And did you notice an increase or decrease
4 in the charges on the credit card account beginning in
5 December of 2022?

6 A Yes.

7 Q Was it an increase?

8 A Yes.

9 Q Okay. Approximately how much?

10 A Her card would average prior to that maybe about
11 \$700.00 -- when there wasn't -- now, I will clarify this
12 with there were attorney bills that were paid on her card
13 periodically because there was the foreclosure attorney we
14 were paying the bills for the litigation. The bankruptcy
15 attorney charges that were being paid for litigation and
16 then the ongoing working toward the closure of my father's
17 estate. So those bills were periodically charged on there
18 so that my mom would get the cash back on her card and then
19 the trust money would just pay the card.

20 Q Okay.

21 A So when there was not attorney bills on the card,
22 I would say, anywhere from, I mean, \$700.00 to maybe
23 \$1,200.00 and then coming in December, it increased to
24 anywhere from \$2000.00 to \$3,000.00 a month.

25 Q Okay. Prior to the appointment of a guardian for

1 your mom, let's say -- strike that. Prior to January 2023,
2 were you in regular communication with your mother?

3 A Oh, yes.

4 Q Okay. About how often would you speak with her?

5 A At least twice a day every day.

6 Q Okay. And who initiated those calls?

7 A Both of us. Both of us.

8 Q And did your communication with your mother
9 change in 2023?

10 A Yes. So, it changed considerably in April of
11 2023 after the -- well the power of attorney was revoked
12 and then in order -- my father had asked me, you know, if
13 anything ever happened to my mother please, please to, I
14 mean, to him, to look after her. So when the power of
15 attorney was revoked and I learned of that, I --

16 MS. GARCIA: Objection, hearsay.

17 THE COURT: Overruled. Go ahead.

18 THE WITNESS: When it was revoked, I learned of
19 that happening and I reached out the estate attorneys
20 and they shared with me the only way to move forward
21 is to walk away or to file a guardianship to protect
22 my mom. So after the guardianship was filed was when
23 the beginning of issues with communication of my
24 mother started.

1 BY MS. CIADELLA:

2 Q And can you describe for The Court what those
3 issues were?

4 A So the first weekend after the guardianship was
5 filed, I saw my mother -- the guardianship, we started the
6 information, the collection, for that on Friday, April the
7 14th. And I saw my mother on the morning of April the 14th.
8 I saw her on April the 15th. I spoke to her again on --
9 she came to my house, well I picked her up and brought her
10 to my house on April 15th. And then that night I spoke with
11 her and then Sunday morning the 16th I spoke with her by,
12 I was calling her. And then she called me by chance to
13 confirm because we were having breakfast again on Monday
14 the 17th together. She called me to confirm that we were
15 still getting together that evening on Sunday.

16 On Monday morning it was pouring rain I remember
17 and I drove from Jupiter to Boca and I was driving and I
18 was actually gonna get here earlier than I thought so I was
19 calling her and calling her and calling her on the cell
20 phone. I called her thirty two times driving from Jupiter
21 to Boca. And the phone made this very strange noise I've
22 never heard before and I didn't understand why I couldn't
23 get a hold of her. It just sounded like, it was different
24 than just going to straight to voice mail.

25 So I didn't really think anything of it until,

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1 you know, she came to meet me because I couldn't go to the
2 house because of the restraining order so she came to meet
3 me. And I asked her, may I please see your phone for a
4 second. So I, you know, I took her phone, opened it, and
5 all of a sudden I'm just like, what's wrong with your
6 phone, I can't even -- I would dial it on mine and the same
7 thing would happen, same thing would happen. So I didn't
8 know what was wrong with it. She has one of those old flip
9 phones. So I took it and was trying to figure it out and
10 I didn't really know what was wrong with it.

11 So I took it to the AT&T Store and the gentleman
12 at AT&T said, let me see it for a second and he did a
13 couple, like five steps off the main screen.

14 MS. GARCIA: Objection, hearsay to what a
15 gentleman at AT&T said.

16 THE WITNESS: In any event, my number was blocked
17 in my mother's phone.

18 THE COURT: Okay. Her number was blocked anyway.
19 I have a, just for the record, would note that
20 Ms. Patwell, who is here, who was told she's still
21 representing the ward apparently has left the
22 proceeding, I don't know. She was here before and
23 she's no longer here, so.

24 MALE VOICE: Your Honor, if I can address that?

25 THE COURT: Who are you, sir?

1 MALE VOICE: I'm sorry, Your Honor.
2 THE COURT: You're a court watcher?
3 MALE VOICE: I am, sir, and Ms. Patwell has tried
4 to get back on but she got kicked off, she's not
5 really sure what occurred.
6 THE COURT: Well she's not trying to get on, sir,
7 because if she was I would let her back in, so.
8 MALE VOICE: Okay. I'll text her.
9 THE COURT: Thank you very much. I appreciate
10 that. You're not only a court watcher, you're a
11 court assistant, I appreciate that, sir.
12 MALE VOICE: Always trying to help, sir.
13 THE COURT: Can I ask you a quick question,
14 Joanna. So, listen, the only time I see families
15 really fighting is if there's a ton of money. So
16 without telling me how much or whatever, is there a
17 ton of money in the trust? Does she have a pretty
18 sizeable trust?
19 THE WITNESS: My parents worked very hard and
20 we're very fortunate but I --
21 THE COURT: I get it.
22 THE WITNESS: So is there a ton, I don't know
23 what you consider a ton of money, Your Honor.
24 THE COURT: A lot of money, are they wealthy?
25 THE WITNESS: I would say --

1 THE COURT: Did they ever want for anything, did
2 they, you know?

3 THE WITNESS: No.

4 MR. KITROSER: Judge, when we filed the
5 injunction, we provided The Court with a list of
6 financial assets.

7 THE COURT: Okay. I don't remember what it was.

8 MR. KITROSER: About three to four million
9 dollars.

10 THE COURT: Okay. Well that's a good chunk of
11 change. Okay. So it's just you and your sister,
12 correct?

13 THE WITNESS: That's correct.

14 THE COURT: You have no other siblings?

15 THE WITNESS: No.

16 THE COURT: Usually, you know, most families,
17 sisters look out for their mom.

18 THE WITNESS: Yes.

19 THE COURT: Usually daughters are close to their
20 mom?

21 THE WITNESS: Yes.

22 THE COURT: Your dad obviously trusted you
23 because he made sure you were the trustee to take
24 care of whatever.

25 THE WITNESS: Yes.

1 THE COURT: To make sure your mom was taken care
2 of, right?

3 THE WITNESS: Yes.

4 THE COURT: And which you, I assume you tried to
5 do since your dad died?

6 THE WITNESS: Yes.

7 THE COURT: You were concerned about the
8 financial aspects which is why you filed the
9 guardianship to protect your mom?

10 THE WITNESS: I was concerned about one
11 particular situation, so, yes.

12 THE COURT: Okay. And, I mean, have you always
13 had trouble with your sister, is that, like, always
14 been a bad relationship, or?

15 THE WITNESS: I mean, I guess, yes, yes, if you
16 want to call it a bad relationship.

17 THE COURT: Okay. I'm just asking.

18 THE WITNESS: No, I know, I understand.

19 THE COURT: Why are you here, tell me in English
20 why you're here?

21 THE WITNESS: Because I'm trying to protect my
22 mother.

23 THE COURT: Yeah. Okay. And, I mean, all these
24 folks coming on board from the guardian advocates
25 group or guardian watchdogs, do you know anything

1 about this?

2 THE WITNESS: Do I know anything about it?

3 THE COURT: No. I mean --

4 THE WITNESS: Other than filing the guardianship,
5 no, I didn't know that this stuff existed.

6 THE COURT: Okay. Hold on. Charlie is your
7 cousin?

8 THE WITNESS: He is.

9 THE COURT: And knows your mom?

10 THE WITNESS: Yes.

11 THE COURT: Got along well with your mom?

12 THE WITNESS: Yes, and my father.

13 THE COURT: Okay. And -- I don't know, what's
14 Kathryn saying? I don't know what she was -- anyway.
15 So I'm just trying to find out what this is all
16 about, you know, what's the big -- I usually don't
17 run into this in most guardianships, you know. I
18 mean, you were the trustee, it sort of would be
19 natural, you know, you would file the guardianship
20 and perhaps even be guardian, I don't know. But I
21 just -- I'm trying to figure this out.

22 THE WITNESS: So, my cousin was also chosen after
23 me as a successor to me on the guardian, pre-need
24 guardian paperwork.

25 THE COURT: Charlie?

1 THE WITNESS: Charlie, yes. And he was also the
2 successor to me on the trustee paperwork and my mom's
3 healthcare surrogate. I mean, it doesn't matter
4 anymore because my father's passed away but he was my
5 father's, as well. So I feel as though when the
6 guardianship became so contentious, it's not really
7 about power, it's about protecting my mother. And
8 Charlie is a very responsible person. He has been
9 since I was a child, I've always known him to be
10 responsible. My father believed that, as well. So
11 to me it made sense to just as easily have Charlie as
12 the guardian because my parents trusted him as well.

13 THE COURT: By the way, Charlie is not a has
14 been, but he has been responsible as long as you've
15 known him I think is what you meant to say?

16 THE WITNESS: Right. That's what I meant, sorry.

17 THE COURT: All right.

18 THE WITNESS: Definitely not a has been.

19 THE COURT: Yes, sir.

20 MR. KITROSER: So, Judge, you get to the crux of
21 the issue of why we're here to continue the
22 injunction, which is really the whole point of the
23 hearing.

24 THE COURT: Right.

25 MR. KITROSER: And the reason we're asking to

1 continue the injunction today is, and this goes to
2 the call that Patty Junior and I had yesterday --

3 THE COURT: Right.

4 MR. KITROSER: -- that she eluded to earlier. We
5 have not finished marshaling the assets yet.

6 THE COURT: Right.

7 MR. KITROSER: We're still working on it.
8 Everything was frozen. Joanna's doing a good job
9 with Eileen O'Malley of doing it. Charlie's still
10 working on getting the assets under control. What I
11 proposed to Patty Junior yesterday, and which I'm
12 still willing to put on the table --

13 THE COURT: Right.

14 MR. KITROSER: -- with everybody's consent, is
15 nobody wants to keep a mother and daughter apart.

16 THE COURT: Right.

17 MR. KITROSER: And that, in my opinion, would be
18 my concern if I was Your Honor and since you are Your
19 Honor, I'm sure that's your concern as well. I
20 proposed to Patty Junior that, give us sixty more
21 days on the injunction, set a status check for sixty
22 days out. In the meantime, let's set up supervised
23 visitation for Patty so she can see her mother.

24 THE COURT: Right.

25 MR. KITROSER: Because they are mother/daughter,

1 they should not be apart. We just want the time
2 necessary to make sure we got the money under control
3 because of the things that have happened historically
4 that I went through on my questioning of Patty.

5 THE COURT: Okay.

6 MR. KITROSER: And I don't know if that's
7 something that --

8 THE COURT: Yeah, so, Ms. Garcia, let me just ask
9 you, Ms. Patwell as well, I am uncertain why, you
10 know, I'm always a little apprehensive when long term
11 estate planning gets disrupted, you know. And so
12 these folks had, you know, substantial monies. As
13 Patty Junior already testified, she's not very good
14 with money or math, I suspect there's a reason dad
15 left Joanne as trustee, because he trusted her to
16 take care of that. I suspect there's a reason why
17 Charlie was next in line and, because they trusted
18 him. I don't understand what's going on. If it's --
19 maybe you guys can enlighten me. So I don't know who
20 wants to go first. But, it would seem to me,
21 wouldn't it be important to get a handle on what's
22 happening and what's been happening and making sure
23 that what's there is supposed to be there, what's
24 there is supposed to be there for mom to take care of
25 mom, that's the whole purpose. And then whatever's

1 left when she dies, I don't know what the estate plan
2 is, but whatever it is, it is.

3 MS. PATWELL: Your Honor, my position is, first
4 of all, as far as my client goes, absolutely I would
5 like to know, I mean if anybody's taking money from
6 her, that's not a good thing.

7 THE COURT: Right.

8 MS. PATWELL: And in terms of -- my issue is that
9 I have not received any evidence that there was an
10 issue and so that is my concern, if somebody --

11 THE COURT: Well, listen, hold on, Amber. Okay.
12 When an incapacitated person goes to the bank and
13 closes down bank accounts and opens new accounts and
14 bypasses a guardian, that's a concern to The Court.
15 Okay. Fortunately there was 283 bucks left in there,
16 okay, it could have been two million, and I wouldn't
17 have been very happy about it. So, you know, I
18 signed an order finding her incapacitated, if people
19 don't agree with that, that's their right. But we
20 can't have incapacitated people sneaking off with the
21 daughter who should have known she was found
22 incapacitated, closing bank accounts, opening new
23 bank accounts, forgetting a guardian exists when that
24 guardian has been appointed by The Court. Okay.

25 MS. PATWELL: Okay. And, Your Honor, I

1 understand that but I asked my client and she said
2 that she took the money and put it in a Bank of
3 America account and I saw that the records were being
4 subpoenaed so I figured that obviously we'd get to
5 the bottom of what happened.

6 THE COURT: But your client who is --

7 MS. PATWELL: (Unintelligible).

8 THE COURT: But your client's daughter, who's
9 supposed to be watching her mother, looking out for
10 her mother, seems to be yielding to whatever the
11 incapacitated person wants to do, which is not
12 appropriate either.

13 MS. PATWELL: Okay. Well there is a big
14 difference between that and, which I understand that,
15 you know, that there needs to be boundaries but
16 there's a big difference between that and somebody
17 stealing money from somebody, too, Your Honor.

18 THE COURT: I hope nobody stole money. I really,
19 I'm not suggesting anybody stole anything. I'd like
20 to put the brakes on this thing so we can figure that
21 out. And then everybody should know their place.
22 And everybody should know their role in this. I
23 don't understand why I've got forty two guardian
24 watchdogs citing some stupid constitution, they have
25 no idea what they're citing but they're citing it

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1 anyway, asking for grand jury transcripts in a
2 guardianship case. I mean, what the hell is going on
3 here, that's what I'm trying to figure out. So if
4 you're a guardian watchdog, you ought to be concerned
5 about what's going on after The Court signs an order
6 finding someone incapacitated, that's what the
7 watchdogs should be concerned about. But nobody seems
8 to care. So, Ms. Garcia, what says you?

9 MS. GARCIA: Okay. I say that I do care a lot,
10 Your Honor, about, especially the mom, her health and
11 her being protected by Ms. Patwell who has been doing
12 justice to her client. This issue as they admittedly
13 admitted is they have an issue with a Bernstein
14 settlement, a foreclosure case. And the problem is,
15 is that Joanna has been filing pleadings in five
16 different courts with inconsistent pleadings with
17 four different lawyers with fraud on The Court and I
18 say that very directly because there is fraud on The
19 Court. We have a 1.5 (unintelligible) pending into
20 foreclosure.

21 But the bottom line is this, we had no
22 accountability from Joanna Sahm as far as, I think
23 it's about 3.5 million dollars. She used her
24 mother's credit card to pay O'Malley for this case,
25 to put her mother into a guardianship against her

1 mother's will. And there's a lot of issues that I
2 think discovery will flush out and show.

3 THE COURT: Great.

4 MS. GARCIA: That there is potentially millions
5 missing, Your Honor, I don't know.

6 THE COURT: Great.

7 MS. GARCIA: I agree that the financial discovery
8 needs to be done (unintelligible) --

9 THE COURT: If there's millions missing,
10 hopefully we'll find it. Here's my question, this
11 Bernstein settlement, just so I know, apparently the
12 fifty cents on the dollar, when did that settle?

13 MR. KITROSER: May 26th.

14 MS. GARCIA: Okay. It settled originally in
15 2000 -- it settled originally in 2019 and --

16 THE COURT: Okay. Hold on. I got it. I got it.
17 So it settled before there was any finding by this
18 Court of incapacity, correct?

19 MS. GARCIA: Absolutely. It's from 2019
20 (unintelligible) --

21 THE COURT: Great. So whether they think there's
22 some, you know, reason, I assume that will be dealt
23 with in civil court, right?

24 MS. GARCIA: Yes.

25 THE COURT: Okay. Great.

1 MS. GARCIA: And the problem is, we were trying,
2 and this is what --

3 THE COURT: What does the Bernsteins have to do
4 with what's going on, I really --

5 MALE VOICE: Why is this attorney speaking for
6 the Bernsteins in this hearing (unintelligible)?

7 MS. GARCIA: This whole guardianship is being
8 used to fight the Bernsteins to take the home,
9 because that used to be the family home for Walter
10 Sahm. Walter Sahm and the Bernstein's father were
11 partners in a life insurance company. And the bottom
12 line is the foreclosure been's pending for a while
13 and for reasons beyond my client's control but
14 because Joanne in cahoots with other people and
15 filing fraudulent pleadings in different courts, it's
16 been dragging on.

17 THE COURT: I thought your client was Patty
18 Junior, you seem to be arguing for the Bernsteins.

19 MS. GARCIA: No, you asked about the Bernsteins
20 so I'm talking about the Bernsteins' settlement.

21 THE COURT: Oh, okay.

22 MS. GARCIA: As far as Patty Junior with the
23 settlement, she doesn't have any interest in it and
24 doesn't care and the bottom line is that the mortgage
25 is held by the mother only outside of the trust,

1 outside of the estate and the bottom line is that the
2 mother has been wanting to settle this for years,
3 agreed to settle it and then Joanna's not happy with
4 that because the house is worth (unintelligible).

5 THE COURT: Okay. All right. Well that's for
6 another year, you know, that's got nothing to do with
7 me.

8 MS. GARCIA: Yeah, exactly.

9 THE COURT: Okay. Different court, different
10 judge.

11 MS. GARCIA: Agreed.

12 THE COURT: So all I want to know right now is,
13 we need to figure out what's going on with the
14 guardianship, what's going on with the trust, what's
15 going on with the money, making sure everything's
16 accounted for, right, that's all we're trying to do.
17 So is there a reason we can't just continue this for
18 some period of time that we can agree to and get a
19 conclusion to this?

20 MS. GARCIA: If I may make a suggestion, Your
21 Honor?

22 THE COURT: Sure.

23 MS. GARCIA: I have no problem (unintelligible)
24 from everybody and just making sure the mom is okay.
25 But the problem is, there's many fraudulent

1 allegations in the pleadings and they're depriving my
2 client of seeing her mother and the mother is
3 isolated and she's deteriorating faster because she's
4 isolated. So my concern is the relationship, keeping
5 the relationship with my client and her mother,
6 nothing to do with money.

7 THE COURT: Okay. I want to -- I want to address
8 ways your client can see her mother and be with her
9 mother, perhaps without living with her mother
10 temporarily.

11 MS. GARCIA: That's fine with me, Your Honor.

12 THE COURT: Okay. And, Charlie, I assume,
13 Charlie, you know Patty Junior, right?

14 MR. REVARD: Yes, Your Honor.

15 THE COURT: And that's something that can be
16 arranged, some visits with mom?

17 MR. REVARD: I don't see any reason as long as
18 they're supervised, I have no problem with that.

19 THE COURT: Yeah.

20 MS. PATWELL: And, Your Honor, I did speak with
21 my client on Friday and she, I know she wants to see
22 her daughter so we'd appreciate that.

23 THE COURT: Okay.

24 MS. GARCIA: And, Your Honor, there has been no
25 proof or no basis for supervised visitation. But if

1 you're going to go that avenue, I would request that
2 if the phone calls are made and Charlie is
3 supervising that they be recorded to protect my
4 client.

5 THE COURT: Well, yeah, I mean, once we go down
6 that rabbit hole we sort of --

7 MR. KITROSER: We don't have enough trust to
8 arrange for supervised visitation I'm not sure we
9 should have it, Judge.

10 THE COURT: Well who are you suggesting as the
11 supervisor?

12 MR. KITROSER: We'll arrange for it, we've
13 arranged for security on the home, we can arrange for
14 security during supervision, during visitation.

15 THE COURT: Well what does that mean, security,
16 I mean, we don't need the Palm Beach County Sheriff's
17 Office there, I'm just asking.

18 MR. KITROSER: I have private security on the
19 home.

20 THE COURT: Okay. Okay. So is that something we
21 can do or we can't do, let's get some visits in there
22 with mom, I assume on a temporary basis Patty Junior
23 can stay where she's staying?

24 MS. GARCIA: She can stay where she's staying for
25 now, Your Honor.

1 THE COURT: Okay.

2 MS. GARCIA: But I want to make sure that it's
3 clear that this is without admissions because I have
4 hours of cross and proof of fraud on this Court, to
5 you, so, but that's another day.

6 THE COURT: Well, now that it's 3:47 p.m. and
7 you're telling me you got hours, that's why I'm
8 jumping in. Because this thing isn't exactly moving
9 along at a record pace, okay.

10 So, of course, there's no admissions, of
11 course there's no, nobody's admitting anything but we
12 need to, like, freeze this stuff going on. You know,
13 I mean, Ms. Garcia, what I'm concerned about is, you
14 know, what a long term healthcare surrogate, when all
15 this is in place and a power of attorney and
16 everything else and all of a sudden there's a
17 guardianship and everything gets changed there, it's
18 concerning to me. Okay. When bank accounts are
19 closed, it's concerning to me. I don't know if
20 there's anything inappropriate, I don't know if they
21 did anything wrong. I'm just telling you it's a
22 problem and I want to get to the bottom of it and I
23 want to get to the bottom of it now. And so let's
24 figure out how we can arrange, how can we arrange
25 vis, I feel like I'm in a divorce case, how can we

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1 arrange visitation? By the way, you know, they say
2 probate and divorce are the same without the sex, so,
3 you know, anyway.

4 All right. How do we arrange visitation?

5 MR. KITROSER: Forty eight hours, call Charlie
6 and get it set up.

7 THE COURT: In forty eight hours call --

8 MR. KITROSER: Forty eight hours notice so we can
9 arrange --

10 THE COURT: Oh, okay. So can you do, like, two
11 days in advance notice, call Charlie and we'll set it
12 up and she can spend some time with mom? You know,
13 just cordial visits, whatever, it doesn't have to be
14 any, you know, nothing a big deal.

15 MS. GARCIA: So as long as we -- if we could have
16 visitation --

17 THE COURT: She's not a little kid, she doesn't
18 need to take her fishing and to the amusement park,
19 you know, I mean, just have nice visits with her
20 mother.

21 MS. GARCIA: Yes, if she could start her visits
22 on the 16th, that's fine.

23 THE COURT: What's today, I don't know?

24 MS. GARCIA: Today's the 14th.

25 THE COURT: 14th, can we start something on the

1 16th?

2 MR. KITROSER: Sure, we can arrange it.

3 THE COURT: Okay. So, how we doing that, through
4 Charlie?

5 MR. KITROSER: Yes.

6 THE COURT: And Charlie's gonna, what, email
7 Ms. Garcia or --

8 MR. KITROSER: Coordinate through Paula from my
9 office and Paula will arrange for security.

10 THE COURT: Okay. So Paula, Paula gets the
11 unlucky straw, so.

12 MR. KITROSER: Paula gets (unintelligible), as
13 always.

14 THE COURT: Between you, Ms. Garcia and Charlie,
15 you'll coordinate through Paula and she'll make sure
16 everything gets set up. Okay.

17 MS. GARCIA: Okay. So we have Charlie, myself
18 and Paula and Kitroser and Amber Patwell on the email
19 chain.

20 MR. KITROSER: Ms. Patwell is gone, she's fired,
21 I'll send --

22 THE COURT: Well Ms. Patwell probably won't be
23 involved then but we'll see, she's here today,
24 though, we'll see. I'm gonna miss you, Amber, if you
25 go so don't worry about it.

1 MS. GARCIA: Your Honor, when it comes to
2 Ms. Patwell (unintelligible) --

3 MS. PATWELL: I want to be back before The Court
4 on that issue, Your Honor, but thank you, I
5 appreciate that.

6 MR. KITROSER: I'll notice her for the hearing.

7 THE COURT: All right. So you'll get noticed for
8 the hearing, so. I'm trying, listen, I'm trying to,
9 like, turn down the crisis mode here, let's get
10 things settled and see where exactly where we are,
11 you know, before we go on this wild litigation run.
12 You know what I mean? What do you think, Charlie,
13 good plan?

14 MR. REVARD: I think it's a good plan, I think
15 the wild litigation run has been long in process
16 here.

17 THE COURT: Okay. Well --

18 MR. REVARD: So, this has been going on for quite
19 some time, it didn't just start.

20 THE COURT: No, I know. Okay. We'll see what we
21 can do. Is that okay with you there, Madame Trustee,
22 there?

23 MS. J. SAHM: Yes.

24 THE COURT: All right.

25 MS. GARCIA: Your Honor, how do we handle the

1 phone calls? Because I'd like the mom, because the
2 mom calls my client all the time.

3 THE COURT: Yeah, mom will pick up the phone and
4 call, what's she supposed to do, not call?

5 MR. KITROSER: Why does mom need to pick up the
6 phone?

7 MS. GARCIA: So I'd like my client to be able to
8 answer the phone.

9 THE COURT: Why does what?

10 MR. KITROSER: Why does mom need to pick up the
11 phone, we're arranging --

12 THE COURT: No, no, no, mom calls Patty Junior.
13 So as Patty Junior testified, she told her mom, she
14 answered the first time, mom, I'm not allowed to talk
15 to you anymore, I can't talk. And then she kept
16 calling and didn't answer.

17 MR. KITROSER: Well, we'll tell mom not to call
18 and because mom has short term memory disorder --

19 THE COURT: Mom may call.

20 MR. KITROSER: -- (unintelligible) and Patty will
21 have to not answer. But Patty will see her mother on
22 a regular basis so hopefully that will mitigate it.

23 THE COURT: Yeah. So for the next sixty days,
24 you know, they're gonna tell Patty Senior not to call
25 but she may call but Patty Junior's gonna be seeing

1 her mom pretty regularly anyway so it shouldn't be a
2 problem. So let's just try and avoid phone calls
3 right now, I mean, I don't know, just if we can.

4 MS. GARCIA: Your Honor, my client has to go to
5 North Carolina for medical purposes and to do some
6 business and to check on the house, so there's gonna
7 be times --

8 THE COURT: All of a sudden.

9 MS. GARCIA: -- that we need phone calls, we need
10 some type of arrangement for phone calls, Your Honor.

11 THE COURT: Okay. Well right now she's here so if
12 she's gonna go to South Carolina or North Carolina,
13 wherever it is, she's going to North Carolina, right?

14 MS. GARCIA: North Carolina.

15 THE COURT: So if she's gonna leave, you'll
16 notify Paula who will notify Charlie and I'm sure --

17 MR. KITROSER: We'll work something out.

18 THE COURT: -- with all the legal talent and
19 geniuses here, you guys will be able to figure out
20 how they can handle a phone call. Okay.

21 MALE VOICE: Your Honor --

22 THE COURT: Yes. Sir, with all due respect, okay.

23 MALE VOICE: I have an amicus comment.

24 THE COURT: An amicus.

25 MALE VOICE: (Unintelligible) constitution.

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1 THE COURT: Okay. Well file an amicus brief and
2 I'll hear it. Okay.

3 MALE VOICE: Okay. Well I just didn't know if The
4 Court was aware of the application of the
5 constitutional law to this case and I believe the
6 comment of this stupid constitution and I just would
7 like to bring it to The Court's attention that -- I
8 don't know exactly --

9 THE COURT: No, I don't think the constitution is
10 stupid, sir, but I don't know what you're citing was
11 my point. You're citing Mowery v. Madison, okay. I
12 don't know what you're citing.

13 MALE VOICE: The constitution, I mean, we all
14 need it and respect it.

15 THE COURT: We all need it and we all respect it
16 and I'm trying to respect it and I wish you would do
17 the same, sir, because you're not a party to this
18 case, you're a court watcher so please watch.

19 MALE VOICE: No, I'm not with any court watcher
20 group, I'm just in amicus here.

21 THE COURT: Just in amicus, where is amicus, I
22 don't know where that is.

23 MALE VOICE: I'm speaking in amicus deray as a
24 friend of The Court.

25 MR. KITROSER: I wish you would mute this person,

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1 please.

2 THE COURT: All right. Well I'm gonna mute you
3 since you don't want to mute yourself, I'll mute you.
4 This isn't like class participation, sir, so,
5 honestly. I appreciate you being here, I appreciate
6 you learning and that's great. Thank you.

7 MALE VOICE: Happy to help.

8 THE COURT: Okay. Anyway. So --

9 MR. KITROSER: So, Judge, we'll put together a
10 proposed order, we'll circulate it.

11 THE COURT: Okay. So Mr. Kitroser is gonna put
12 together a proposed order that will be circulated.
13 Hopefully you guys can iron out the little details.
14 If you can't, I'll iron them out. But hopefully
15 you'll be able to send me, you know, an agreed order
16 on this issue and we can take care of this on, at
17 least on a temporary basis and get things settled
18 down. Okay. And whatever's going on in civil court,
19 that's not my business, that's another division, so.
20 Okay.

21 FEMALE VOICE: Your Honor --

22 THE COURT: Ms. Garcia, you okay?

23 MS. GARCIA: Your Honor, it's your courtroom, I
24 agree with everything you say.

25 THE COURT: Well, no, you don't have to agree

1 with everything I say. I just want to make sure
2 you're okay. Mr. Kitroser will work on an order,
3 he'll circulate it and hopefully we'll get something
4 signed. Okay.

5 MS. GARCIA: Yes, Your Honor.

6 THE COURT: All right. Ms. Patwell, okay?

7 MS. PATWELL: Thank you very much, Judge. I
8 appreciate it. Have a great day.

9 THE COURT: Guardian Charlie, okay? Okay.
10 Beautiful.

11 MR. KITROSER: Meanwhile the temporary remains in
12 effect?

13 THE COURT: Right, the temporary's gonna remain
14 in effect, we'll hopefully get an order worked out
15 and we'll take care of it. Okay. And if you don't,
16 I'll do something with it myself. Okay.

17 MR. KITROSER: Thank you, Your Honor.

18 THE COURT: All right. Thank you all very much.
19 Appreciate it. Take care of yourselves, okay.

20 * * * * *

21 (Thereupon, the court proceedings are in recess
22 at 3:55 o'clock, p.m.)
23
24
25

C E R T I F I C A T E

THE STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, FAITH BELL, C.E.T., being an Official Transcriptionist of electronically recorded proceedings in the Fifteenth Judicial Circuit, as authorized by Administrative Order 2.503-2/23, do hereby certify that I was authorized to and did transcribe the foregoing proceedings before the Court at the time and place aforesaid, and the preceding pages, numbered from one through one hundred twenty six, inclusive, represent a true and accurate transcription of the Fifteenth Judicial Circuit Court Reporting Services electronically recorded proceedings which took place on the 14th day of August, 2023.

I further certify that I am not an employee or relative of any party connected with this action, nor do I have any financial interest in this action.



FAITH BELL, C.E.T.
Certified Electronic Transcriber
Fifteenth Judicial Circuit



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CERTIFICATE OF THE CLERK

I, JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller, in and for Palm Beach County, State of Florida, do hereby certify that the foregoing pages of:

VS

CASE NO:

contains true and correct transcripts and copies of all such papers and proceedings in said cause as appears from the records and files of my office that have been directed to be included in said RECORD by the directions furnished to me, with all redactions required by law, rule or administrative order.

IN WITNESS WHEREOF, I have hereunto my hand affixed the seal of the court, this



Deputy Clerk

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
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West Palm Beach, FL

North County Courthouse
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Palm Beach Gardens, FL

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