

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

**CANDICE BERNSTEIN OPPOSITION TO MOTION BY PLAINTIFF TO
RESET SALE DE NO. 397 GROSSLY INADEQUATE SALE PRICE AND
REASONABLE CONTINUANCE AND NOTICE OF SUPPLEMENTAL
RELATED BANKRUPTCY FILING BY ELIOT BERNSTEIN TO VACATE
THE LIFT STAY**

COMES NOW Candice Bernstein who respectfully shows this Court as follows:

1. I am Candice Bernstein and a party Defendant pro se.
2. I provide Notice to the Court and parties as Status of a Supplemental related case Bankruptcy filing by my husband Eliot Bernstein attached as Exhibit 1.
3. I am not a lawyer but I use self-education tools and resources and it sounds like some of the issues on the Motion to reset Sale are raised in my

Husband's supplemental Bankruptcy filing and I do not know what will happen but he seeks to Vacate the Lift Stay Order of Judge Russin in Bankruptcy and reinstate the automatic Stay.

4. I oppose the motion by Mr. Sweetapple to simply "reinstate" the Foreclosure Sale of April 14, 2025.
5. I have both equity rights in the property and filed with my husband Eliot for Homestead Protection in good faith on April 13, 2025 under DE No. 370 and this has not yet been heard and evidentiary hearings should occur before relief is granted to the Plaintiff and to declare Homestead protection.
6. There is Florida case law from the 4th DCA that shows Trials are allowed on Homestead and Discovery can be granted.
7. I understand the Civil Circuit Court in foreclosure has equity powers to do justice amongst all parties and I am one of those parties.
8. My oldest son Joshua Bernstein was recently appointed Lead Co-Trustee over Registry Trust funds in a case before Judge Schosberg Feuer and he is waiting for the official Order of Appointment to be signed and an Order of partial release to my 3 adult sons of their Trust funds in the Registry as they are without counsel and so am I after the Court issued the March 6, 2025 Order creating conflicts with Inger Garcia.

9. My oldest son Josh attempted to reach an agreement with Mr. Sweetapple in good faith to seek a voluntary agreement to continue his motions to Reset the Sale in this Court for at least 7 days or longer.

10. Mr. Sweetapple did not agree but did offer some information that moves toward Settlement which my husband Eliot and my family has been trying to achieve since 2013 or earlier to pay off the Sahm Private Note.

11. From: **Robert Sweetapple** <rsweetapple@sweetapplelaw.com> Date: Mon, Jun 23, 2025 at 9:21 PM Subject: Re: Mr. Sweetapple - from Josh Bernstein Request to Agree on Motions 6-23-25 Case No. 50-2018-CA-002317-XXXX-MB To: Josh Bernstein <telenetjosh@gmail.com>
CC: Pleadings <pleadings@sweetapplelaw.com>, Cassandra Hahn <paralegal@sweetapplelaw.com>, Cynthia Miller <cmiller@sweetapplelaw.com>
We are not in agreement. If you have a real settlement offer and funds please advise. Otherwise we must proceed.

ROBERT A. SWEETAPPLE

Sweetapple, Broeker & Varkas, P.L.

4800 North Federal Highway, Suite D306

Boca Raton, FL 33431

[\(561\) 392-1230\(t\)](http://(561) 392-1230(t))

[\(561\) 394-6102\(f\)](http://(561) 394-6102(f))

rsweetapple@sweetapplelaw.com

www.sweetapplebroeker.com

STATEMENT OF CONFIDENTIALITY

The information in this e-mail is confidential and may be legally privileged. If you are not the named addressee, or if this message has been addressed to you in error, you are directed not to read, disclose, reproduce, distribute, disseminate, maintain, save or otherwise use this email. Please contact the sender at the above number immediately. Delivery of this message to any person other than the intended recipient(s) is not intended in any way to waive privilege or confidentiality.

On Jun 23, 2025, at 4:31 PM, Josh Bernstein <telenetjosh@gmail.com> wrote:

Mr. Sweetapple,

Sorry for getting you after hours. I had reached Chris in your office just around 5 pm today who was going to get you a message that I would be emailing you after hours.

As you know I filed a Limited Appearance to Contest Jurisdiction recently in the Foreclosure case and we had professional communications on the Meet and Confer in the Shirley Bernstein Trust case recently as well.

I am informed that my father filed a Supplemental motion in the US Bankruptcy Court today to Vacate the Orders lifting the Stay and reinstating the Stay. I do not have a Stamped copy of the motion yet to include as a Status Report update to the Court but should by tomorrow.

I was hoping to continue to professional communications to try to get some things done in these cases and because it is at least possible that new relief could be Ordered in the Bankruptcy case soon I am asking your Voluntary agreement to hold the motions to Reset the Sale and Inspection in abeyance and extend my time to Oppose for at least 7 to 14 days while my father's Bankruptcy case runs its course. This would also seem to minimize attorneys fees and for judicial economy.

Perhaps this agreement now can lead to further discussions to see what can be resolved voluntarily.

I know it is after hours but if I don't hear back from your office tonight I will likely just ask the State Court to extend the time to oppose the motions and upload the new filing upon receipt. If you do agree tonight I will upload something quick to inform the foreclosure court.

Thank you.
Josh Bernstein

12. From research tools it seems to favor judicial economy and minimize attorney fees for this brief Continuance for this determination of Homestead under the Florida Constitution that would seem to impact the case and this should occur first.

13. My family has been without Counsel since this Court's Order in DE No. 314 on March 6, 2025 and I also seek a brief continuance to secure new counsel.

14. I was around when the Trust Funds of my 3 sons as minors were used for the downpayment to Walter Sahm and Pat Sahm, Sr. as part of a Private Note and over \$220,000.00 or so was paid in downpayment for the real estate.

15. I do not know all the ins and outs but am familiar with many of them so I do not actually know why I was not called as a Witness by Inger Garcia in the Hearings before this Court.

16. Maybe she had a strategy but I just don't know it because I knew my Father-in law Simon for many, many years and know he would have never left my family in the position it is and I also know Bill Stansbury for over 10 years who was in a position as Trustee and Trust Protector for Simon and I do not know why he has never been called as a Witness since making his affidavit before this Court in March of 2022.

17. His affidavit shows the friendly business deal done by Simon Bernstein and Walt Sahm as part of "Asset Protection" Simon Bernstein to benefit my husband Eliot Bernstein, myself and our 3 sons who were minors at the time of the Private Note and where it was known the home was for Eliot and I. \

18. The Stansbury affidavit shows my in-laws Simon and Shirley had an income stream that was supposed to Pay off and satisfy the Sahms over 12 years ago and this Payment to the Sahms was not supposed to diminish the Inheritances of my family

19. Instead we have been stuck in legal maneuvers for over 10 years and I was told Pat Sahm, Sr. herself said in 2023 that even she thought the case against

her and this case had been “taken over by the lawyers” not allowing the clients to be clients who were business friends for many years.

20. This would seem to have been relevant to the reasonableness of the Settlement with Pat Sahm, Sr. since a separate income stream from the Estates and Trusts were supposed to pay the Sahms in the first place and even the Handwritten letters of Pat and Walt Sahm to Ted Bernstein and then to my husband and I in 2013 show they knew of the separate income stream and were working with Eliot to get this resolved with Ted Bernstein who had taken over everything.

21. I also know about the other Bernstein entities BFI, Inc. Bernstein Family Holdings, Inc, Life Insurance Concepts, Inc (LIC) that my husband listed in his recent Bankruptcy and have first hand experience of the struggle and fight Eliot and I have gone through to get any kind of discovery for over a decade or get proper accountancy.

22. I know first hand how BFR, LLC was providing for our family until Simon passed away.

23. I know my husband’s bankruptcy filing shows Inger Garcia asked Eliot to get her federal Whistleblower with the US Trustee.

24. I know my Husband Eliot has maintained a business record that I have heard from Walt Sahm, Sr. stating his daughter Joanna was supposed to be

going after Ted Bernstein aggressively for the pay off of this Note but instead she has used Mr. Sweetapple to suggest the Sahms did not know who lived here or who my sons are and even called us squatters when we were not supposed to pay this Note in the first place.

25. I could have testified about these things and also know Tescher and Spallina were forced to resign in the Simon and Shirley Trust and Estate cases after my husband exposed using a Dead person in that case my father in law Simon as Deceased to close the Shirley case where there has been no accounting but she held 49.5 percent in all the Investment accounts with Simon and I helped on putting documents together from the very late and sparse records of Tescher and Spallina showing millions in missing accounts what my husband calls “the Missing Millions” in his Bankruptcy papers attached as Exhibit 1.

26. I know and have seen that Alan Rose as lawyer for Ted Bernstein had direct actual knowledge in at least 2017 that Tescher had Resigned as Agent of BFR, LLC but Mr. Sweetapple claims to have Served BFR, LLC in this case through Tescher who was known to be resigned.

27. I don't know why the Handwritten letters of Walt and Pat Sahm from 2013 were not introduced as evidence but I know at least 2 if not 3 people can verify the handwriting and my husband and I have kept this record as

business document in the ordinary course of business and these have been in the Record of this case for over 3 years.

28. Neither I nor my family have our case records from our former counsel Ms. Garica who has sent texts seeking federal Whistleblower protection in Eliot's Bankruptcy.

29. I have researched and seen Zillow Reports filed in the Bankruptcy Case that show current market values of the real estate \$850,000.00 to over \$900,000.00 for the property which I believe is facially a grossly inadequate Sale price orchestrated by Charles Revard and Joanna Sahm and maybe Mr. Sweetapple where the price for their bid was even \$200,000.00 less or so of the Final Judgment.

30. The Final Judgment was knowingly obtained in deceased Walter Sahms's name without Substitution or notice and Mr. Sweetapple had never Served me with the Proposed Judgment or signed Judgment and the Judge had said there would be hearings on Attorneys Fees but there has never been a Hearing on attorneys fees.

31. Mr. Sweetapple had admitted in open Court before Judge Kastranakes at the Summary Judgment hearing Nov. 22, 2021 he filed in deceased Walter Sahm's name that he was checking with Alan Rose about the numbers for

the fees yet Rose knew BFR, LLC was never even served properly in the case being served by Mr. Sweetapple on Resigned Agent Don Tescher.

32. The gross sale price designed to sell the property back to themselves is facially in question and looks like bad faith.

33. I had gone with my husband to the Palm Beach Clerk's office to file the Homestead Designation with the Clerk in the Real Estate section and know that the Clerk's Office has Counsel to review items before filing.

34. The Clerk cancelled the Sale under Federal Bankruptcy law and a pending motion in Bankruptcy will impact this motion by the Plaintiff.

35. Mr. Sweetapple in Paragraph 3 of his motion to reset sale says "Shortly thereafter, counsel for Plaintiff was contacted by the Palm Beach Clerk of Court and advised that a Suggestion of Bankruptcy had been filed and that the sale was rescinded."

36. Having seen firsthand that the Palm Beach Clerk's Office have counsel that advise them on filings I find it very strange that my husband tells me over in the Bankruptcy case that lawyer Shraiberg who was brought in by Sweetapple according to Joanna Sahm somehow convinced the Bankruptcy Judge it was all Eliot's fault for what the Palm Beach Clerk's office did.

37. Through research tools I have seen and been told there is Florida Supreme Court law that looks at the grossly inadequate sale price as a factor for an invalid sale.

38. The Sale was canceled by the Clerk and other hearings should happen first before it is reset including the Homestead determination.

39. The Motion to reset Sale should be denied or at least continued a reasonable time especially after seeking voluntary agreement with Mr. Sweetapple.

40. I reserve any and all rights to supplement this Opposition upon obtaining new counsel which process has been specifically delayed and thwarted by Alan Rose stepping up for Mr. Sweetapple's claims in the Trust Registry case even after having no standing and after Mr. Sweetapple withdrew his attempts to lien the Trust funds of myself and my brothers.

41. It seems very clear Mr. Sweetapple and Mr. Rose have colluded for a long time even though Walt Sahm told my husband Joanna would pursue Mr. Rose's client Ted Bernstein and the handwritten Letters of Walt and Pat Sahm show the income stream not accounted for from the Simon and Shirley Trust and Estates to pay off the Note.

42. Over in the Registry case Alan Rose has recently grossly undervalued Simon's Estate just based on records known at the time of his passing which are only limited records without full discovery or accounting.

43. Mr. Rose did admit in writing recently in the Registry case that the 2nd Mortgage in this case which has impaired the ability to get a Loan to Settle this case is now deemed “valueless” as the Stansbury affidavit shows so we hope Ted Bernstein and Mr. Rose will finally file proper Cancellation and Satisfaction of this 2nd Mortgage to remove the cloud on Title and for lending purposes.

44. There should be evidentiary hearings and Discovery before any Sale is reset.

45. The Settlement offer that had been provided was equitable and reasonable and can still be settled as far as I know.

WHEREFORE it is respectfully prayed for an Order denying the motion to reset sale or alternatively granting a reasonable continuance to secure counsel, have the Court determine the Homestead issues and pending outcome in the related Bankruptcy case with a reservation of rights to file additional opposition upon securing counsel and obtaining case files and other relief as just and proper.

Dated: June 25, 2025

/s/ Candice Bernstein

Defendant Pro Se
2753 NW 34th Street
Boca Raton, Florida 33434
561-886-7627

tourcandy@gmail.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all parties requiring service were served electronically via the Florida ECourt filing portal on this 25th day of June, 2025.

Dated: June 25, 2025

/s/ Candice Bernstein
Defendant Pro Se
2753 NW 34th Street
Boca Raton, Florida 33434
561-886-7627
tourcandy@gmail.com