

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

Olga Esterson

ADDRESS

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.

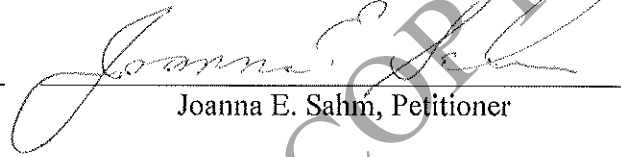
13. Petitioner requests that an examination be made as to the mental and physical condition of the alleged incapacitated person as provided by law, and that an order be entered determining the mental and physical capacity of said person.

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.



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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

NOT A CERTIFIED COPY

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:

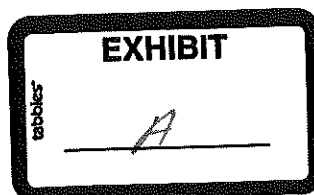
1. Is created or received by a health care provider, health care facility, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
2. Relates to my past, present, or future physical or mental health or condition; the provision of health care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

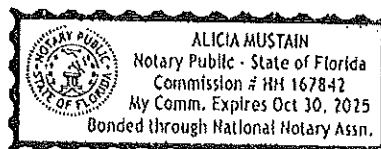
STATE OF FLORIDA

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,

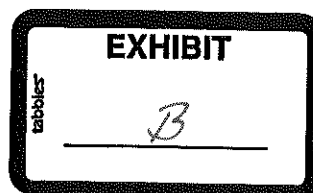
EMERGENCY SUBMITTAL
BY DEBTOR UNDER LOCAL RULE

**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 Patricia A. Sahm, Sr, individually, being the surviving wife of one Walter E. Sahm as it was only last evening, April 12, 2023 that I received information confirming that Patricia A. Sahm, Sr. has in fact signed a written Retainer with attorney Morgan Weinstein of Twig, Trade and Tribunal PLLC in Fort Lauderdale, Florida. It has been learned that Patricia A. Sahm, herself may likely be a victim of the very professionals who filed the motions under ECF No. 9 and 15 in this case.

6. Exceptional circumstances exist as upon information and belief, the real party in interest and only party in interest as a "Secured Creditor", Patricia A. Sahm, Sr. individually has never met attorney Bradley Shraiberg, never communicated with Mr. Shraiberg on this case, did not discuss or authorize the present filings by Mr. Shraiberg under ECF No. 9 and 15 and in fact Patricia A. Sahm, Sr. has now hired Mr. Weinstein expressly for purposes of a Settlement of the State Foreclosure case seeking to settle all matters with myself, my wife Candice Bernstein, our three adult sons Joshua, Jacob and Daniel Bernstein, and the Deed holder Bernstein Family Realty, LLC which was in Dissolved status during the Bankruptcy with Judge Kimball but now has been fully reinstated and is an active entity registered with the Florida Secretary of State at sunbiz.org.
7. Attorney Inger Garcia can provide information and evidence to this Court about a Settlement and Compromise process with Attorney Morgan Weinstein on behalf of Patricia A. Sahm, individually who on information and belief does not support the present motions under ECF No. 9 and 15 and would even appear and give testimony to this and the desire to enter into Settlement with my individual family members and Bernstein Family Realty, LLC, hereinafter BFR.

8. It was also “just discovered” and learned this week that attorney Bradley Shraiberg appears to have falsely filed a prior Written Retainer last year in Case number Petition #: 22-13009-EPK before Judge Kimball as Exhibit 26 on 08/19/2022 under Document No. 90-26 in that case also falsely presenting to that Court that he had proper authority to represent Patricia A. Sahm individually and not in any representative capacity. See Exhibit 2.
9. In that document, Mr. Shraiberg falsely presented to Judge Kimball’s Court that Patricia A. Sahm, Sr., lived in North Carolina at the time of an alleged Retainer in April of 2022 at 645 Sweetgrass Drive, Blowing Rock, NC 28605 when upon information and belief Patricia A. Sahm has not even been to North Carolina since on or about early 2020, did not use or live at that address filed by Shraiberg, had not met Mr. Shraiberg or discussed the case or representation last year and did not sign the purported retainer document, potentially involving both Attorney Shraiberg and Joanna Sahm in not just a fraud upon the Court but a potential criminal act in the nature of forgery all the while exposing Patricia A. Sahm to liability and counterclaims that may impair and compromise any right to collect on any “Final Judgment” in foreclosure.
10. More egregiously, the false address filed by Mr. Shraiberg before Judge Kimball is in fact not an address in North Carolina for Patricia A. Sahm, Sr.

but instead an address for the daughter Joanna Sahm and her significant other where Joanna Sahm has been intertwined in the fraud yet now moves before this Court as well with unclean hands.

11. Because I had good faith reasons to believe Patricia A. Sahm, Sr. individually is or may be a victim of fraud and abuse by the very professionals purporting to represent her interests in this case and recently became aware of efforts to Settle in good faith, out of an abundance of caution I did not want to file disclosing this recently learned information until I had confirmation that Pat Sahm Sr. was protected by an attorney who actually speaks to her directly about the representation as attorney Morgan Weinstein has by phone and by in office Meeting upon belief.
12. The Jewish Passover religious holidays of last week into this weekend on information and belief contributed to delay in the formalizing of representation by Mr. Weinstein of Ms. Sahm, Sr, that began last week.
13. These facts and the grounds that attorney Bradley Shraiberg and Joanna Sahm are involved in the falsehoods before this Court and are acting with unclean hands together with the belief that a Settlement and Compromise is very near with the real party in interest Patricia A. Sahm, Sr. by counsel Weinstein and that the motions are improper before the Court and adequate

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

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

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

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

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

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

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

22. Likewise, by his own conduct and representations to the Bankruptcy Court of Judge Kimball in Petition #: 22-13009-EPK, attorney Shraiberg informed Judge Kimball On the Record at the very first Status Conference held May 25, 2022 that the Private Note mortgage that was the subject of the State Foreclosure had been held by Walter E. 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 entireties. It says Walter Sahm and his wife, Patricia Sahmm when he passed by law, Patricia Sahm was the owner of that, um, uh, uh, of that mortgage. This is a red herring. It's just going toward why we want these, um, uh, pleadings stricken". See Exhibit 4.

24. Thus, by his own On the Record representations in BK Petition #:

22-13009-EPK, Mr. Shraiberg is or should be equitably estopped from asserting a Lift Stay or In Rem motion on behalf of the Estate of Walter Sahm who has no claim as Secured Creditor due to tenants by the entirety.

MARCH 30, 2023 EMAILS OF ESTATE LAWYER FOR WALTER E. SAHM, JR. SHOW THE ESTATE HAS NO CLAIM AND THUS THE LIFT STAY AND IN REM MOTIONS MUST BE DENIED AND STRICKEN

25. More importantly, the Estate of Walter E. Sahm's own lawyer, John Raymond show the Estate of Walter E. Sahm, Jr. has no claim in this property or Judgment as it all passed to Patricia A. Sahm, Sr by operation of law.

26. This Court should note that these emails from the Estate lawyer came only after attorney Inger Garcia and my family and BFR had been on the continuing "wild goose chase" trying to Settle this matter but never knowing who the right party to Settle with was.

27. This is further relevant to the Good faith filing of my Chapter 13 and the unclean hands of the filing entities for this Hearing and equities in my favor as Inger Garcia expended significant time over several weeks trying to Settle the case with the Estate lawyer only to find the Estate Lawyer says the Estate has no claim. There are numerous attempts over the years to settle in good faith this case on the private Note and mortgage.

28. **From:** John Raymond <John.Raymond@nelsonmullins.com>

Sent: Thursday, March 30, 2023 4:39:23 PM

To: Inger Garcia <attorney@floridapotlawfirm.com>; Inger Garcia, Esq.
<serviceimglaw@yahoo.com>

Cc: Rsweetapple@sweetapple.com <Rsweetapple@sweetapple.com>;
attorney@ingergarcia.com <attorney@ingergarcia.com>; Arthur Morburger

<amorburger@bellsouth.net>

Subject: RE: Bankruptcy hearing testimony

My reading of the note makes it clear to me what the Note and Mortgage passed to the wife by operation of law Again Mr Sweetapple speaks for her the Estate has no say in the matter



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 Wiliam Stansbury and multiple documents showing not only have I and my family been denied funds that would have paid this Note

off years ago but I and my family have been trying to pay this off property for years and thus the good faith equities are in my favor. Unclean hands and bad faith by counsels Sweetapple, Shraiberg and PR Joanna Sahm have denied myself and family from knowing the proper entity to Settle with until now.

51. Same as to the timing of my filing as it is the bad faith fraudulent conduct of Mr. Sweetapple not even responding to Ms. Garcia's efforts to settle that brought the timing of the filing into critical status as I do have Life interests in the subject property while needing quadruple bypass.
52. I have attached my Suggestion of Bankruptcy and not sure what Mr. Shraiberg is getting at with the filing by Ms Garcia as she did that but she is not a party on this motion in any event. I submit and answer in good faith and any adverse matters from Judge Kimball 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

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EXHIBIT 2

NOT A CERTIFIED COPY

MOVANTS' EXHIBIT 26

NOT A CERTIFIED COPY



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

{4209/000/00538723}

2385 NW EXECUTIVE CENTER DRIVE · SUITE 300 · BOCA RATON, FLORIDA 33431 · 561-443-0800

April 28, 2022
Page 2

a material condition of this relationship. To the extent the Firm's final fees are less than the balance of the Client's retainer, after deducting outstanding costs, if any, the balance shall be returned to the Client at the conclusion of the matter.

We will endeavor to serve the Client effectively and strive to represent its interests vigorously and efficiently. Any expressions on our part concerning the cost or outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. For us to provide these services most effectively, we require you to disclose fully and accurately all pertinent facts and keep us apprised of all developments in the matter. Please cooperate with us and make yourself available to attend meetings, conferences, hearings, and other proceedings as appropriate.

Our Firm will provide legal services to you and bill you for those services in accordance with the attached Addendum. Please review this letter and the Addendum in their entirety. If you have any questions or concerns regarding the foregoing terms and conditions, or the terms of the Addendum, do not hesitate to contact me. **Please acknowledge your understanding and approval of all the terms and conditions contained in this letter and the Addendum by signing and returning a copy of this letter to the undersigned together with a check for the retainer amount.** We will begin our representation upon receipt of the executed copy of this letter and your check in the amount of \$2,500.00

Thank you for allowing us to be of service. We look forward to a successful relationship with you.

SHRAIBERG PAGE, P.A.

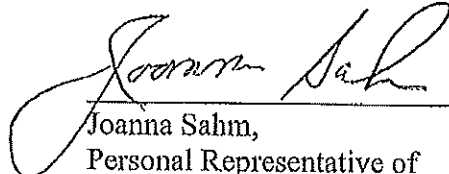
By: 


Bradley S. Shraiberg, Esq.

{4209/000/00538723}

April 28, 2022
Page 3

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


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


Patricia A. Sahm

{4209/000/00538723}

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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}

April 28, 2022
Page 7

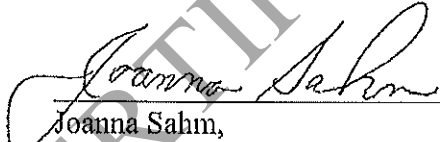
future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

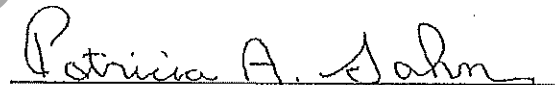
14. **AMENDMENTS:** This Agreement may be amended at any time by mutual consent of the parties hereto, with any such amendment to be unenforceable unless in writing, signed by the Firm and the Client.

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


Patricia A. Sahn

{4209/000/00538723}

EXHIBIT 3

NOT A CERTIFIED COPY

FLORIDA POWER OF ATTORNEY REVOCATION

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

☒ - Health Care Powers

☒ - Financial Powers

☒ - Other:

any and all Powers of Attorney

I, Patricia A. 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.

Patricia Sahm
Witness's Signature

10103 Countrybrook Rd Boca Raton 33428
Address

Marie M. Laplante
Witness's Signature

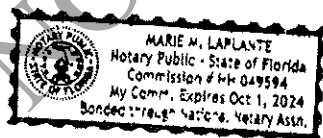
MARIE M. LAPLANTE
1600 NW 2ND AVE Suite 20
BOCA RATON, FL 33432
NOTARY ACKNOWLEDGMENT

[State of Florida

County of PALM BEACH]

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

(Seal)



Marie M. Laplante

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: Florida DL

Type of Identification Produced: _____



EXHIBIT 4

NOT A CERTIFIED COPY

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

NOT A CERTIFIED COPY

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
Issued 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.



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

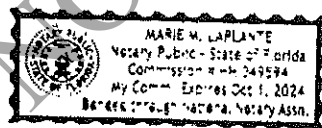
NOTARY ACKNOWLEDGMENT

[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

