Eliot Ivan Bernstein

Subject:	Docs
Date:	Tuesday, May 30, 2023 at 6:19:45 PM Eastern Daylight Time
From:	Eliot Bernstein <iviewit@gmail.com></iviewit@gmail.com>
То:	Patty Sahm <patty.sahm@gmail.com></patty.sahm@gmail.com>
Category:	My Contacts, Imported 11/10/16
Attachments	: Retainer signed.pdf, Linn Letter.pdf, McGinty Letter.pdf, Keys Letter.pdf

Retainer Linn Letter McGinty Letter Keys Letter

May 12, 2023 To Whom IT May Concern: I have known Pat Sahm for thirteen years. I have played on tennis teams with her for eleven of those years. She is coordinated and able to keep score in tennis, although we all Occassionally forget the score. We've eaten many lunches at Cracker Barrel after tennis and Pat has always been able to read and place her order. from the menu and to pay her bill. I also know Pat has no interest in computers since her late husband, walt, handled all finances and communicated all emails addressed to Pat. Upon his death Joanna the youngest daughter took over the responsibility that Walt had previously handled While living in The Villages, Pat drove back to visit her claughters in NC many times by herself and always returned safely to The Villages. J have ridden in her car on occassion and she is a cautions and good clriver. I visited Pat at her new home in Boca Raton December 2022 and her home was organized confortable, and she had food in the fridge. We talked for hours on many topics including current events and she did not lose her train of thought. Her friends in The Villages did Not encourage her to move to Boca. I had assumed that perhaps her daughters or daughter page 1

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

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

Sincerely Yours Koven Lee Keys

The Villages, FL

Email: Keytrackersie ad.com Phone: 352-633-1582

page Z

May 28, 2023 Larry and Zella Linn 6015 Verde Trail South Apt. L302 Boca Raton, FL 33433

To Whom It May Concern:

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

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

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

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

Sincerely,

Larry E. Linn

Derry Z. Jun Zella L. Linn Stefa K. Dain

May 16, 2023

Ms. Amber Patwell

Re: Patricia Anne Sahm

Dear Ms. Patwell,

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

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

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

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

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

Consumaria Medere Sincerely.

Tom and AnnaMaria McGinty 7225 SE 172nd Hazelwood Loop The Villages, FL 32162 352-391-2300

ammcginty@aol.com



of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.

FURTHERMORE, CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER

The Client agrees to communicate solely with the attorney via email, unless an emergency arises. I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

READ, APPROVED AND ACCEPTED

Date: May 1, 2023

Patricia Sahm, Client Alla: By:

Amber Patwell, Attorney

136 4th St. N., Ofc. 356, St. Petersburg, Florida 33701 Phone: (727) 776-1617 Amber@APLPinellas.com | www.APLPinellas.com



V. EXPENSES

5.01 All reasonable expenses incurred by the Attorney in the handling of this legal matter shall be paid by Client as incurred.

5.02 Any expenses not timely paid by Client shall be deducted by the Attorney prior to Client receiving his interest in the amount set forth in paragraph two (2) above. Client shall remain liable and promptly pay for all expenses incurred in this representation.

VI. FLORIDA LAW TO APPLY

6.01 This Agreement shall be construed under and in accordance with the laws of Florida, and venue for the adjudication of any dispute relating to this Agreement shall be Pinellas County, FL.

VII. PARTIES BOUND

7.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

VIII. LEGAL CONSTRUCTION

8.01 In case any one or more of the provisions contained in this Agreement shall, for any

reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IX. PRIOR AGREEMENTS SUPERSEDED

9.01 This Agreement constitutes the sole and only agreement by and between the parties. It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed herein.

X. RESOLUTION OF FEE DISPUTES BY ARBITRATION

10.01 Any controversy or claim arising out of or relating to a fee charged pursuant to this Contract shall be settled by arbitration under the fee arbitration rule of the Rules Regulating The Florida

Bar. Judgment upon the award rendered may be entered in any court having competent jurisdiction.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement you should consider consulting with another lawyer about the advisability

136 4th St. N., Ofc. 356, St. Petersburg, Florida 33701 Phone: (727) 776-1617 Amber@APLPinellas.com | www.APLPinellas.com Amber Patwell Law

ATTORNEY CONSULTATION AND FEE CONTRACT

THIS AGREEMENT ("Agreement") is made on May 1, 2023, in Pinellas County, between Pat Sahm ("Client"), and AMBER PATWELL LAW, of St. Petersburg, Pinellas County, FL ("Attorney"). In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs the Attorney to represent Client in the following matters: Case Type: foreclosure with Elliot Bernstein, guardianship

II. ATTORNEY'S FEE

2.01 The Client agrees to pay the Attorney a non-refundable retainer of \$6,000.00, which is an advance fee, earned upon receipt. The Client agrees to pay for the Attorney's time for the family law action at the following hourly rates: THREE HUNDRED DOLLARS PER HOUR (\$300/hr).

The Client understands that the amount of \$6,000 provides 20 hours of legal representation. If the Client's balance is \$500 or below, the Client agrees to pay an additional advance refundable retainer of \$6,000. The Client is not paying any funds upon execution of this retainer agreement. The Client will permit the attorney to take the funds from settlement fees obtained from either the foreclosure matter or the probate matter.

III. APPROVAL NECESSARY FOR SETTLEMENT

3.01 The Attorney is authorized to enter into any and all settlement negotiations on behalf of those whom the Attorney represents.

3.02 No settlement shall be made without Client's approval, nor shall Client obtain any settlement on the aforesaid claims without the Attorney's approval.

3.03 Attorney is granted a limited power of attorney so that the Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reduce to possession any and all monies or other things of value due to Client under this claim as fully as Client could do so in person.

IV. REPRESENTATIONS

4.01 It is expressly agreed and understood that no promises or guarantees as to the outcome of the case have been made to Client by Attorney. Attorney has not represented to Client that Client will recover all or any of the funds so desired. Client also acknowledges that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment. It is further expressly understood and agreed that no other representations have been made to Client, except for those set out in this Agreement.

136 4th St. N., Ofc. 356, St. Petersburg, Florida 33701 Phone: (727) 776-1617 Amber@APLPinellas.com | www.APLPinellas.com