

KRH VERSION DRAFT “SO FAR”

SETTLEMENT AGREEMENT

Interested Parties BERNSTEIN FAMILY REALTY LLC, an LLC, and the BERNSTEIN FAMILY Members, Eliot Bernstein, Candice Bernstein, Joshua Bernstein, Jacob Bernstein, and Daniel Bernstein (hereinafter known as “BFR” and “The Eliot Bernstein Family” or “Interested Parties”) and Patricia A. Sahn, as the surviving spouse of Walter Sahn and sole owner and holder of a Note and Mortgage and right to collect on an alleged debt and Foreclosure Judgment such rights passing automatically by Tenants by the Entirety, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Settlement Agreement (the “Agreement”) on this __th day of May 2023.

RECITALS:

WHEREAS, this Settlement is a fair and reasonable compromise by the interested parties of claims and causes of action, whether filed or unfiled, and whereas the interested parties desire to end all litigation between the interested parties and arrive at a global settlement of all claims and causes of action between the interested parties including mutual Releases between the interested parties;

WHEREAS, the original parties to a real estate transaction and a private Note and Mortgage involved Simon Bernstein, natural father of Eliot Bernstein, and Bernstein Family Realty, LLC, owned by Trusts in the names of Joshua, Jacob and Daniel Bernstein as sole beneficiaries of said individual Trusts, and Walter E. Sahn, Jr. and Patricia A. Sahn, as husband and wife as Sellers in the transaction.

Whereas Simon Bernstein and Walter E. Sahn, Jr. were both in the insurance business in Florida and both had a mutual friend William Stansbury, also in the insurance business in Florida.

Whereas Simon Bernstein and Walter E. Sahn, Jr. became friends in business and Simon Bernstein was taking Walter E. Sahn's business and employees into his business and whereupon the real estate transaction herein became part of these discussions as Walter E. Sahn desired to relocate from Palm Beach County to The Villages in Marion County Florida and whereas Simon Bernstein and his wife Shirley Bernstein desired to have their son Eliot Bernstein and his wife Candice Bernstein and their three sons reside closer to them in Florida having lived in California and the purchase of the Walter E. Sahn, Jr. and Patricia A. Sahn real estate in Boca Raton was done as part of asset protection and the desire for Eliot Bernstein and his wife Candice Bernstein to have a home for their lifetime with their sons Joshua, Jacob and Daniel Bernstein.

Whereas the private Note issued by Walter E. Sahn, Jr. and Patricia A Sahn to Bernstein Family Realty, LLC was part of asset protection for the Eliot Bernstein Family as Simon Bernstein had sufficient capital and funds to have purchased the home outright.

Whereas the Sahn and Simon Bernstein family became friends in these business dealings and had social events shared together before the current litigation started after Simon Bernstein passed away in September of 2012.

Whereas William Stansbury became a trusted person and business partner with Simon Bernstein and was named as Trustee of a Simon Bernstein Trust and Trust Protector of other business accounts of Simon and Shirley Bernstein and whereupon William Stansbury knew that sufficient assets and funds were available to pay off and satisfy the Note and Mortgage with the Sahms upon the passing of Simon Bernstein and where William Stansbury had instructions from

Simon Bernstein to pay and Satisfy the Sahn family immediately upon the passing of Simon Bernstein. Further, that William Stansbury was sufficiently familiar with Simon Bernstein's assets and holdings at the time of the real estate transactions with the Sahn family to have paid off the property in full but such was not done for purposes of asset protection for the Eliot Bernstein family.

Whereas as sworn affidavit of William Stansbury makes it clear that the payoff and Satisfaction of the Sahn debt was not to diminish the Inheritances of the Eliot Bernstein Family as other funds were designated to satisfy this debt.

Whereas upon the passing of Simon Bernstein in Sept. of 2012, Eliot Bernstein became aware of certain improprieties in the Estate and Trust cases of his father Simon Bernstein and mother Shirley Bernstein who predeceased Simon in _____.

Whereas Ted Bernstein, brother to Eliot Bernstein, and various lawyers working with Ted Bernstein have engaged in a long term campaign to conceal records, hide assets, improperly distribute certain assets and otherwise deny and delay proper Distributions and Inheritances to Eliot Bernstein and Family for over 10 years.

Whereas part of these efforts have included but not been limited to actions by Ted Bernstein and parties working with Ted Bernstein including lawyers to extort the Eliot Bernstein Family specifically in relation to the right to live peacefully and have quiet use and enjoyment of the real estate purchased from the Sahn family which includes but is not limited to use of an alleged "Second Mortgage" on the property to hinder and block the Eliot Bernstein family financially which was really a paper tiger to be used to benefit the Eliot Bernstein Family as asset protection and had no monetary consideration.

Whereas Patricia A. Sahm (Sr.) knows and remembers William Stansbury as a long term friend of her late husband Walter E. Sahm, Jr. and has been shown and read the “Stansbury Affidavit”.

Whereas Eliot Bernstein maintained a friendly and positive relationship with Walter E. Sahm, Jr. from the time of his father’s passing in 2012 up until the time of Walter’s passing sharing many phone calls, voicemails and other messages about the Satisfaction of the Sahm debt knowing and understanding Ted Bernstein and lawyers were blocking and derailing efforts to get the Sahm debt paid.

Whereas one specific voicemail from Walter E. Sahm, Jr. to Eliot Bernstein during the relevant time indicated that if anything happened to Walter or his wife their daughter Joanna Sahm knew she was supposed to pursue the Ted Bernstein lawyers to resolve the Sahm debt and would do so “with a vengeance”.

Whereas instead Joanna Sahm has engaged in conduct with attorney Robert Sweetapple in a Foreclosure action amounting to serious fraud and misconduct in the Court and upon the parties further causing and creating further delay in the Sahm debt being satisfied and placing her mother, Patricia A. Sahm, the sole and only Secured Creditor and Interest holder, at risk and subject to various claims and lawsuits by falsely taking action in Patricia Sahm’s name without her knowledge.

Whereas as early as 2013 Walter and Patricia Sahm wrote handwritten letters to Ted Bernstein showing Ted’s involvement in delaying Satisfaction to the Sahm family and whereas such letters have been entered officially into the Official Court dockets of both the State Foreclosure action and a US Bankruptcy case and whereas Patricia A. Sahm has reviewed such letters and recalls Ted Bernstein as being a bad actor causing problems in this action.

Whereas the daughter of Walter and Patricia Sahn, “Patty Jr”, has reviewed the 2013 handwritten letters of Walter and Patricia Sahn to Ted Bernstein and recognizes the handwriting.

WHEREAS, on February 23, 2018, attorney Robert Sweetaplle allegedly on behalf of Plaintiffs, Walter E. Sahn and his then wife Patricia A. Sahn, filed a lawsuit for foreclosure on a first mortgage and promissory note, as amended (recorded on April 12, 2012 in the Public Records of Palm Beach County, Florida O.R Book 25132, Page 1051) on Lot 68, Block G, Boca Madera Unit 2, according to the Plat thereof, as recorded in Plat Book 32, Pages 59 and 60, of the Public Records of Palm Beach County, Florida; 2753 NW 34th Street, Boca Raton, FL 33434; Case No. 50-2018-CA-002317, in Palm Beach County against Defendants Bernstein Family Realty, LLC, a dissolved LLC, Eliot Bernstein - individually, Candice Bernstein - individually, Eliot Bernstein and Candice Bernstein, As Natural Guardians Of Minor Children Jo., Ja. And D. Bernstein; And All Unknown Tenants, Joshua Bernstein, Daniel Bernstein, Jacob Bernstein, Brian O’connell, as Successor Personal Representative Of The Estate Of Simon L. Bernstein; Alexandra Bernstein, Eric Bernstein, Michael Bernstein, Molly Simon, Pamela B. Simon, Jill Iantoni, Max Friedstein, and Lisa Friedstein, Individually And Trustees Of The Simon L. Bernstein Revocable Trust Agreement Dated May 20, 2008, As Amended And Restated, to foreclose on a first mortgage.

WHEREAS, Walter E. Sahn, Jr., is now deceased as of January 2021 and his surviving spouse Patricia A. Sahn had all rights and interests in the subject Note and Mortgage and debt passing automatically to her individually by Tenants by the Entirety.

Whereas the Estate Lawyer for Walter E. Sahn, Jr. has confirmed the Estate of Walter E. Sahn has no interest in the subject property or the Note and Mortgage and right to collect the debt as this all passed by Tenants by the Entirety solely to Patricia A. Sahn individually and

whereas such Estate lawyer John Raymond has confirmed this in writing by email. Attorney Brad Shraiberg has also confirmed in a Bankruptcy proceeding that all interests passed automatically by Tenants by the Entirety to Patricia A. Sahn as the Surviving Spouse which was immediately confirmed on the Record by Bankruptcy Judge Kimball on May 25, 2022.

Whereas Patricia A. Sahn remembers the name Ted Bernstein and remembers that his conduct against the Eliot Bernstein Family in the Estates and Trusts of Simon and Shirley Bernstein has caused and / or contributed to delay in the Sahn debt being satisfied.

Whereas Eliot Bernstein and the Eliot Bernstein Family can show good faith actions dating back to at least 2013 by Eliot to seek release of Inheritance and other funds to satisfy the Sahms since that time and throughout the litigation.

Whereas Eliot Bernstein can show Court filings, Sheriff and law enforcement complaints, reports and actions to all proper authorities to address the actions of Ted Bernstein and his counsel Alan Rose and other Ted players thus demonstrating good faith efforts to settle the Sahn deb spanning years since 2013 to the present.

Whereas attorney Robert Sweetapple admitted on the Record in November of 2021 at a “Summary Judgment” hearing before Judge Kastranakes to be consulting and working with Alan Rose as attorney for Ted Bernstein and where much of bad faith improper litigation mirrors actions by Ted Bernstein and his various counsels.

Whereas instead of pursuing Ted Bernstein as s responsible party for blocking Inheritances and Trust and Estate Funds to the Eliot Bernstein Family to pay the Sahms and for other conduct by Ted Bernstein herein, Robert Sweetapple and Joanna Sahn joined and worked with Ted Bernstein through his counsel Alan Rose, the very party Walter E. Sahn, Jr. said should

be pursued and thus created delay, bad tensions amongst the parties, and unnecessary attorneys fees and litigation.

Whereas the Estate of Walter E. Sahn, Jr. has never made an appearance in the Foreclosure case 50-2018-CA-002317-XXXX-MB, has never Substituted into the case or attempted to substitute into the case and in fact such Estate was concealed from BFR and the Eliot Bernstein Family and the Court itself and that no other Trust or entity has appeared or been substituted into the Foreclosure action 50-2018-CA-002317-XXXX-MB which remains in the individual names of Walter E. Sahn, Jr. and Patricia A. Sahn.

Whereas various conversations have occurred with Patricia A. Sahn over the course of 4 or more weeks and Patricia A. Sahn wishes to end the litigation and has been unaware of the bad faith conduct referenced herein and did not authorize the same.

WHEREAS The surviving spouse, Patricia A. Sahn, and the Bernstein family and Bernstein Family Realty LLC, have reached a settlement of the foreclosure on the first mortgage claims between Plaintiffs and Defendants asserted in or relating to the foreclosure Lawsuit herein above, and such Settlement includes the Payment of \$225,000.00 to Patricia A. Sahn through her attorney Amber Patwell's Attorney account to be in full Satisfaction of said Private Note and Mortgage and in full Satisfaction of all claims and a "Final Judgment" issued in Case Number 50-2018-CA-002317-XXXX-MB in the 15th Judicial of Palm Beach County under Case style, SAHM, WALTER E V BERNSTEIN FAMILY REALTY LLC.

THE COMPROMISE

Whereas all parties understand that Litigation often has very uncertain results and whereas all interested parties wish to end and terminate all litigation of this case and between the interested parties.

Whereas certain bad faith and improper litigation conduct by attorney Robert Sweetapple has occurred some of which has been joined by Joanna Sahn, one of two surviving daughters of Walter E. Sahn, Jr. , whereby such conduct has created actual and potential causes of actions and claims by Bernstein Family Realty, LLC and the Eliot Bernstein Family against Patrical A. Sahn individually and the Estate of her late husband as such conduct was done in their individual names and on their behalf by Mr. Sweetapple with joinder and participation in some actions by Joanna Sahn.

Whereas just part of the bad faith conduct by attorney Robert Sweetapple, Joanna Sahn and attorney Brad Shraiberg had the result of causing further delay in settling the debt and the hiding and concealment of who the proper party to settle with has been gone on for nearly 2 years causing delay damages, anxiety, distress and uncertainty for the Eliot Bernstein family and interested parties.

Whereas part of the bad faith litigation by Robert Sweetapple has included but not been limited to improper filings in Case Number 50-2018-CA-002317-XXXX-MB where necessary parties have not been served with process, other service has been improper., false and fraudulent Default Judgments taken, and where the Passing and death of Walter E. Sahn, Jr. has been hidden and concealed from the Court and interested parties and whereas attorney Robert Sweetapple even stood up in open Court in Nov. 2021 on a “Summary Judgment” motion openly appearing for Walter E. Sahn, Jr. on the Record as if he was alive when both his passing and Estate were instead concealed from the Court and parties.

Whereas Robert Sweetapple has continued this conduct and even filed Notices of Sale and Publications of Sale in Walter E. Sahn, Jr’s name as if he was still alive doing so in both 2022 and this year in 2023 and whereas Joanna Sahn is or has been aware of this conduct.

Whereas Robert Sweetapple's conduct above including but not limited to failure to properly substitute parties under Florida Rule 1.260 and other case law could potentially lead to the outright Dismissal of the Foreclosure action in favor of the Eliot Bernstein Family and BFR creating a real, genuine Risk to Patricia A. Sahm that she may lose everything if litigation continues as these acts were done in her name and where other defenses of Statute of Limitations may also apply against her due to conduct of Robert Sweetapple and potentially her daughter Joanna Sahm.

Whereas BFR and the Eliot Bernstein Family are willing by this Settlement and compromise to Release and Waive for all time any and all claims for this bad faith conduct against Patricia A. Sahm individually and will issue Releases of any and all such claims to Patricia A. Sahm thus compromising and foregoing rights of Set Off and counterclaims against any Final Judgment.

And whereas Patricia A. Sahm is likewise willing and will issue Releases to BFR and the Eliot Bernstein Family interested parties any and all claims for payment above the \$225,000.00 which reflects full payment of the Note and taxes with interest and whereby Patricia A. Sahm is willing to compromise and forego forever the collection of attorneys fees improperly created by Robert Sweetapple and any amount in a "Final Judgment" beyond the \$225,000.00 and thus there is a genuine compromise by all parties on reasonable terms given the uncertain nature of litigation and knowing the Eliot Bernstein Family and BFR interested parties would otherwise pursue hearings to vacate and dismiss the Final Judgment immediately potentially leading to no recovery for Patricia A. Sahm.

Whereas all interested parties recognize they may all be innocent parties in relation to the actions of Robert Sweetapple, Brad Shraiberg and potentially Joanna Sahm but any efforts to

cooperate together to pursue any professional liability actions against attorneys Robert Sweetapple, Brad Shraiberg, Alan Rose and their respective law firms and against Ted Bernstein or any amounts due to Patrica A. Sahn beyond the \$225,000.00 payment under this Agreement are not covered by this Settlement and no obligations to pursue other parties are created by this Settlement.

Whereas it is represented by Counsel Inger Garcia and Joshua, Jacob and Daniel Bernstein that they are willing to expend Funds held in a Court Registry to save the property as the largest identified asset of their company Bernstein Family Realty, LLC and have agreed to Direct \$225,000.00 out of the funds in the Court Registry in the Shirley Bernstein Trust case Number _____ for the Payment of the Settlement herein and represent to Patricia A. Sahn and her attorney Amber Patwell that Judge Johnson who currently is Assigned to the Case has already stated on the Record that she will immediately Order release of the Funds when and if there ia a Settlement and an Attorney or Title Company's account to direct the funds.

Whereas the interested parties and Joshua, Jacob and Daniel Bernstein agree to direct their attorney Inger Garcia to file the necessary paperwork with the Court in the Shirley Bernstein case within 5 business days of the signing of this Settlement and seek the most expeditious hearing date available with the Court for the release of such funds to the account of attorney Amber Patwell for Patricia A. Sahn.

Whereas all interested parties agree that within 5 business days of the signing of this Settlement all parties agree to cooperate in the signing of Mutual Releases of all claims known or unknown between the parties as well as a Satisfaction of Mortgage and Discontinuance of the Foreclosure action which shall be held in Escrow pending the Release of said Settlement Funds and such Satisfaction of Mortgage and all documents needed to clear Title of the subject property

as it related to the 1st Mortgage and Foreclosure action by the Sahms shall be duly Recorded in the Palm Beach County Clerk and Foreclosure Court of the 15th Judicial within 72 hours or 3 business days of the Receipt of Settlement Funds to Patricia A. Sahn by her attorney Amber Patwell. Patricia A. Sahn and her counsel Amber Patwell shall be responsible for filing the necessary documents referenced herein upon receipt of the payment amount.

Whereas it is understood and agreed that despite the intended use of the Court Registry funds by Joshua, Jacob and Daniel Bernstein to Pay the Settlement amount of \$225,000.00 to Patricia A. Sahn by her attorney Amber Patwell, the Eliot Bernstein Family and BFR may use any legal source of funds to make such payment of \$225,000.00 to Settle this matter with Patricia A. Sahn.

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

WHEREAS, Amber Patwell, as attorney for Patricia A. Sahn will attend the zoom hearing for the Release of Registry funds to pay the Settlement in front of Judge Laura Johnson in West Palm Beach in Case No. 50-2014-CP-003698-XXXX-NB and fully support the settlement agreement, the release of funds, and will assist with the conclusion of the foreclosure case as the only true Party in interest of this first mortgage and note.

WHEREAS the Bernstein Family Realty LLC is a Florida LLC, reinstated, Daniel Bernstein, Jacob Bernstein, and Joshua Bernstein are the majority owners with the sole right to

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

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

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

2. Payment.

- a. BFR and the Bernstein family shall pay Patricia A. Sahm, through her attorney's trust account, Amber Patwell, Esq., the total amount of \$225,000.00 from the proceeds released from the court registry or other proper legal funds, as full and final payment and satisfaction toward the current first mortgage and final judgment. (the "Settlement Amount" or the "Payment").
- b. BFR and the Bernstein family shall pay the entire Settlement Amount via check issued directly from the clerk registry to the trust account of attorney Amber Patwell, Esq.

- c. All interested parties agree to cooperate if court orders are necessary to give full effect to this Settlement. No other party or person can interfere with this agreement, cause any further delays in releasing said funds, or cause the property at issue to sell in the foreclosure case. There are no other interested parties to these funds or to the home at issue.
- d. The parties will cooperate jointly with any title company or lender per this agreement if needed.
- e. At the final payment clearance, a full satisfaction will be recorded, and the pending foreclosure lawsuit will be dismissed with prejudice. The parties will also appear before Judge Bell in the foreclosure if needed to inform the court of the settlement and to file the dismissal with prejudice and to record the satisfaction of the mortgage and Note. No party or other person is to interfere with this settlement or cause the property to be sold.

3. Stay/Abatement/Dismissal of the Lawsuit. Within 3 days of the payment following the hearing in front on Judge Laura Johnson, the parties shall file the satisfaction of the Note, Mortgage and judgment and dismissal with prejudice.

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

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

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

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

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

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

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

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

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

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

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

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

<p>Patricia A. Sahm</p> <hr/>
<p>Date: _____</p>

<p>Bernstein Family Realty LLC, a Florida LLC</p> <hr/>	<p>Eliot Bernstein</p> <hr/>
<p>Date: _____</p>	<p>Date: _____</p>
<p>Candice Bernstein</p> <hr/>	

Date: _____

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