

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**

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**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. Sahn 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 Patricia 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. Sahn, 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. Sahn, 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. Sahn, 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. Sahn 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. Sahn, 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. Sahn 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 Sahn in not just a fraud upon the Court but a potential criminal act in the nature of forgery all the while exposing Patricia A. Sahn 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. Sahn, Sr.

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

11. Because I had good faith reasons to believe Patricia A. Sahm, Sr. individually is or may be a victim of fraud and abuse by the very professionals purporting to represent her interests in this case and recently became aware of efforts to Settle in good faith, out of an abundance of caution I did not want to file disclosing this recently learned information until I had confirmation that Pat Sahm Sr. was protected by an attorney who actually speaks to her directly about the representation as attorney Morgan Weinstin has by phone and by in office Meeting upon belief.
12. The Jewish Passover religious holidays of last week into this weekend on information and belief contributed to delay in the formalizing of representation by Mr. Weinstein of Ms. Sahm, Sr, that began last week.
13. These facts and the grounds that attorney Bradley Shraiberg and Joanna Sahm are involved in the falsehoods before this Court and are acting with unclean hands together with the belief that a Settlement and Compromise is very near with the real party in interest 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. Sahn and Patricia A. Sahn ( 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 Sahn passed the Secured Creditor interests passed “automatically” to the Surviving spouse Patricia A. Sahn, 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 Sahn as Personal Representative of the Estate of Walter E. Sahn, 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 Sahn 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 Sahn, and his wife, Patricia Sahn. 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 Sahn as a creditor, but secondly, the review of the mortgage is, it's owned tenancy by the entirety. It says Walter Sahn and his wife, Patricia Sahn when he passed by law, Patricia Sahn 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 Sahn 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**



**JOHN J. RAYMOND PARTNER**

john.raymond@nelsonmullins.com

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PALM BEACH, FL 33480

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29. **From:** John Raymond <[John.Raymond@nelsonmullins.com](mailto:John.Raymond@nelsonmullins.com)>  
**Sent:** Thursday, March 30, 2023 4:22:39 PM  
**To:** Inger Garcia, Esq. <[serviceimglaw@yahoo.com](mailto:serviceimglaw@yahoo.com)>  
**Cc:** [Rsweetapple@sweetapple.com](mailto:Rsweetapple@sweetapple.com) <[Rsweetapple@sweetapple.com](mailto:Rsweetapple@sweetapple.com)>  
>; Inger Garcia  
<[attorney@floridapotlawfirm.com](mailto:attorney@floridapotlawfirm.com)>; [attorney@ingergarcia.com](mailto:attorney@ingergarcia.com) <[attorney@ingergarcia.com](mailto:attorney@ingergarcia.com)>; Arthur Morburger

[<amorburger@bellsouth.net>](mailto:amorburger@bellsouth.net)

**Subject:** RE: Bankrutpcy hearing testimony

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**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**

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**JOHN J. RAYMOND PARTNER**

[john.raymond@nelsonmullins.com](mailto:john.raymond@nelsonmullins.com)

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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 Sahn'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 Sahn all the while exposing Patricia A. Sahn and the Estate to liability and counterclaims. In fact Mr. Shraiberg's initial Appearance before Judge Kimball was on behalf of Walt Sahn 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 Sahn 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. Sahn 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. Sahn 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. Sahn. Upon information and belief, Patricia A. Sahn, 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.

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**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**

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37. Under this Local Rule, Mr. Shraiberg and Joanna Sahn 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 Sahn that hostilities are present which are now in process to be Settled with Patricia A. Sahn, 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 Sahn.
43. Failure to provide notice to these parties makes the Motions under Documents No 9 and 15 defective and must be dismissed.

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**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**

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44. The assertion by Mr. Shraiberg and Joanna Sahn 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 referernced 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.

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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

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EXHIBIT 1

Eliot

Thursday, April 13, 2023 at 08:09:37 Eastern Daylight Time

**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>

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**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

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<http://www.iviewit.tv>

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EXHIBIT 2



## **MOVANTS' EXHIBIT 26**



Reply to:  
Bradley S. Shraiberg  
Direct: (561)443-0801  
Email: bss@slp.law

April 28, 2022

Joanna Sahn,  
Personal Representative of  
the Estate of Walter E. Sahn, Jr.  
and Patricia A. Sahn  
645 Sweetgrass Drive  
Blowing Rock, NC 28605

**Re: Retention of Shraiberg Page, P.A. representing interests as a secured creditor  
in the Bernstein Family Realty, LLC involuntary bankruptcy**

Dear Ms. Sahn:

We are very pleased that you have asked us (“Shraiberg Page, P.A.” or the “Firm”) to represent you as the Personal Representative of the Estate of Walter E. Sahn, Jr., and Patricia A. Sahn (together, the “Client”) with regard to the above-referenced matter. The Firm will represent the Client on an hourly fee basis. This letter and the Standard Hourly Fee Addendum (“Addendum”) which is attached hereto and incorporated herein by reference constitutes the entire agreement between the Client and the Firm, describes the terms of our relationship, and sets forth the general terms of our assistance to you in connection with the above-referenced matter. While this letter is primarily intended to deal with the legal services provided by the Firm to the Client in connection with the matter referenced above, these terms and conditions will also apply to any additional legal services that the Client asks the Firm to provide in connection with this or any additional legal matter unless both the Client and the Firm agree in writing to change one or more of those terms or conditions. This letter and the Addendum shall control all obligations set forth herein except as may be subsequently agreed upon in writing.

I will be the primary attorney taking responsibility (“Attorney in Charge”) for your legal matter. My current standard hourly rate is \$600.00. With that said, the Firm makes every effort to utilize associates to draft documents and attend hearings whenever possible. Our associates and junior partners bill between \$350.00 and \$450.00 an hour. As you will note in the Addendum, our hourly rates are subject to change from time to time. As agreed, the Client will provide the Firm with a retainer in the amount of \$2,500.00.

It is the policy of this Firm to hold the fee retainer on account to be applied to the last month’s billing, with all monthly bills rendered due and payable upon receipt. Once the initial retainer is exhausted, the Client will be required to replenish it and, under all circumstances, is responsible for all costs incurred on behalf of the Client. Throughout the course of the Firm’s representation of the Client, the Client will remit such fees and costs on a timely basis as are invoiced from the Firm, based on the Client’s understanding that payment within invoice terms is

{4209/000/00538723}

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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.

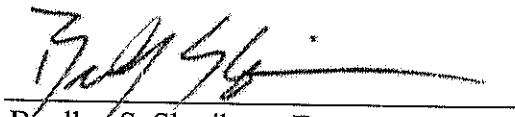
We will endeavor to serve the Client effectively and strive to represent its interests vigorously and efficiently. Any expressions on our part concerning the cost or outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily 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:

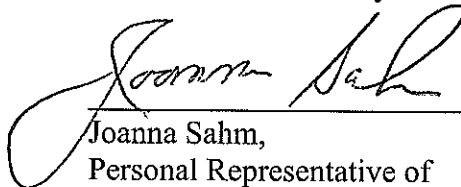
  
Bradley S. Shraiberg, Esq.

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April 28, 2022

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



Patricia A. Sahn

{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}

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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}

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consultation with (and the consent of) the Client, additional experts or professionals may be employed by the Firm. The Firm will employ experts or professionals in the name of the Client or, at the discretion of the Firm, in the Firm's name on behalf of the Client. The Client is, in either event, responsible to pay the fees and costs of such experts or professionals in full upon receipt of the expert's or professional's statement. The Firm reserves the right to request and obtain an additional retainer to defray the fees and costs of experts or professionals employed in connection with a client matter. All fees and costs of additional experts or professionals shall be subject to the security, interest and other applicable provisions of this Standard Hourly Fee Addendum.

8. **PAYMENT BY OTHERS:** Sometimes another party agrees to pay our client's legal fees and costs, or a court may order our client's adversary to pay all or part of its legal fees and costs. However, in such case, the Client remains primarily liable for payment of all fees and costs. Any amounts received from others will be credited to the Client's account. The Firm has the right to receive the higher of an amount awarded by the court or its hourly fees.

9. **LATE PAYMENTS:** Payment of the Firm's billings is due upon receipt of the invoice. A monthly late fee or interest charge will be added for late payments of fees and/or costs. On the first day of each month, the balance of any invoice then unpaid for more than one (1) month will be subject to a charge of one and one-half percent (1-1/2%) per month. In no event will the rate be greater than permitted by applicable law. If invoices are not paid within the terms agreed between the Firm and the Client, the Firm will have the right to immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw as set forth in this paragraph.

10. **NON-PAYMENT OF FEES AND COSTS:** In the event of failure to pay any statement rendered when due, you agree that we may cease all legal services on your behalf or immediately withdraw from further representing the Client. The Client hereby agrees to release the Firm from any further obligation to proceed or from any liability that may result should the Firm elect to withdraw as set forth in this paragraph.

11. **ATTORNEYS' FEES:** In the unlikely event that it is necessary to institute legal proceedings to collect the Firm's fees and costs, the Firm will also be entitled to a reasonable attorney's fee, paralegal fees and other costs of collection, even if such services and costs are provided by the Firm, including fees and costs for any arbitration, trial and appeal.

12. **TERMINATION:** The Client will have the right to terminate the Firm's representation at any time, but the provisions of the Accompanying Letter and this Standard Fee Addendum related to payment and collection of fees and disbursements shall survive any such termination. The Firm has a reciprocal right to terminate the Firm's representation, subject to its obligation to give the Client reasonable notice to arrange other representation.

13. **WAIVER:** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability or constitute a waiver of {4209/000/00538723}

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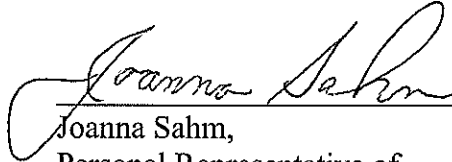
future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

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

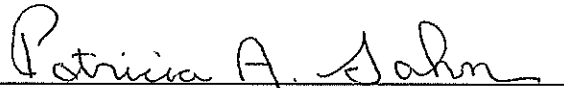
15. **APPLICABLE LAW**: This Agreement shall be governed for all purposes by the internal laws of the State of Florida, without regard to provisions applicable to conflict of laws. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, and all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

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

**REVIEWED, ACKNOWLEDGED AND ACCEPTED** this \_\_\_ day of April 2022



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



Patricia A. Sahm

{4209/000/00538723}



EXHIBIT 3

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

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

This revocation was signed this 28 of MARCH, 2023.

Signature of Principal Patricia A. Sahm

Print Name Patricia A. Sahm

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



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

*Archie Williams*  
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

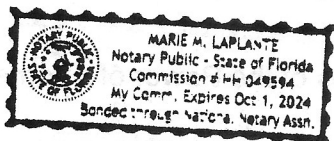
**NOTARY ACKNOWLEDGMENT**

[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

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 Sahn, and his wife, Patricia Sahn. 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 Sahn as a creditor, but secondly, the review of the mortgage is, it's owned tendency by the entireties. It says Walter Sahn and his wife, Patricia Sahmm when he passed by law, Patricia Sahn 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.

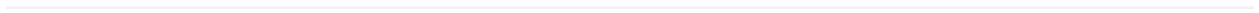
**Bradley Shraiberg:** Right?

**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



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

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

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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 Sahn 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 7<sup>th</sup> day of  
March, 2022.

[Signature]

NOTARY PUBLIC



STEVENS MILORD  
Commission # HH 133331  
Expires September 9, 2025  
Loaded Thru Budget Notary Services