

**IN THE COUNTY CIVIL COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT  
PALM BEACH COUNTY, FLORIDA  
CIVIL ACTION**

**JAY STEIN, LORI STEIN BUTERA AND JILL  
STRAUSS, as Attorneys-in-Fact for Florence Janette  
Weintraub,  
Plaintiffs,**

**v.**

**BOCA RATON REGIONAL HOSPITAL,  
a Florida Non-Profit Medical Center,  
Defendant.**

**CASE NO. 50-2023-  
CC-001625XXXXMB**

**AMENDED COMPLAINT**

Plaintiffs Jay Stein, Lori Stein Butera and Jill Strauss, as attorneys-in-fact for Florence Janette Weintraub (collectively, the “**Plaintiffs**”, and each, a “**Plaintiff**”), pro se, as their Complaint for monetary damages against Defendant Boca Raton Regional Hospital (the “**Defendant**” or the “**Hospital**”), hereby allege as follows:

**JURISDICTION AND VENUE**

1. This is an action for monetary damages in the amount of \$30,000 resulting from the negligence of the Defendant, which is located in Florida, and thus jurisdiction is proper in this Court pursuant to Florida Statutes Title VI, Chapter 48, Section 48.193.
2. Defendant is located in Palm Beach County and therefore venue is proper in this Court pursuant to Florida Statutes Title VI, Chapter 47, Section 47.011.

### **FACTUAL ALLEGATIONS**

3. Plaintiffs, who are natural persons and are acting or may act as attorneys-in-fact for their mother Florence Janette Weintraub ("Florence"), a resident of Boca Raton, Florida, by virtue of a Power of Attorney dated May 8, 2023, a true copy of which is annexed hereto as Exhibit A, are as follows: (a) Jay Stein, who resides in Livingston, NJ; (b) Lori Stein Butera, who resides in Floral Park, NY; and (c) Jill Strauss, who resides in Mission Viejo, CA.
4. Florence is approximately 93 years old.
5. Defendant Boca Raton Regional Hospital is a non-profit medical center located at 800 Meadows Road, Boca Raton, FL 33486.
6. Defendant is a sub-organization of Baptist Health South Florida.
7. At the time of her admission to the Hospital, described later herein, Florence owned a 14-inch, 14 karat gold necklace, which was purchased approximately 5 years ago (the "Necklace") for a price of approximately \$300.
8. In recent years, Florence has worn the Necklace virtually all the time, removing it only when required to do so for medical procedures.
9. At the time of her admission to the Hospital, described later herein, Florence owned a 2-karat diamond, VS1G color, 14 karat gold engagement/wedding ring (the "Ring").

10. For many years, Florence has worn the Ring virtually all the time, removing it only when required to do so for medical procedures.
11. On February 17, 2022, as was her custom, Florence wore the Necklace and Ring.
12. On February 17, 2022, Florence, along with her aide Solange Louis (“Solange”), went to the office of Dr. Marc Bergman, an orthopedic surgeon located at 1905 Clint Moore Road, #214, Boca Raton, FL 33496 (“Dr. Bergman”).
13. At Dr. Bergman’s office, Florence suffered from severe pain in her left leg, which pain had commenced weeks before.
14. Dr. Bergman advised Florence that she had a broken left hip, and that she required immediate surgery.
15. Accordingly, Dr. Bergman’s office called an ambulance for Florence.
16. Later on February 17, 2022, the ambulance took Florence to the Hospital.
17. Later on February 17, 2022, Florence was admitted to the Hospital.
18. Solange followed the ambulance to the Hospital but was denied admission thereto due to Covid restrictions.
19. On February 20, 2022, Florence had surgery on her broken left hip.
20. Prior to being taken into surgery, Florence complied with the request by one of Defendant’s employees to remove her Ring and Necklace.

21. Florence was not advised by any of the Defendant's employees as to what was being done by Defendant with her Ring and Necklace.
22. Upon information and belief, following surgery, Florence was groggy and in a foggy mental state.
23. Late in the evening of February 20, 2022, Plaintiff Jill Strauss arrived in Florida from California and went directly to the Hospital, where she was denied admission due to Covid restrictions.
24. On the morning of February 21, 2022, Plaintiff Lori Stein Butera arrived in Florida from New York and went directly to the Hospital, where she was denied admission due to Covid restrictions.
25. Later on February 21, 2022, and through February 25, 2022, both Plaintiffs Jill Strauss and Lori Stein Butera were able to visit with Florence, in alternating shifts.
26. During their visits with Florence, Plaintiffs Jill Strauss and Lori Stein Butera observed that Florence remained groggy and in a foggy mental state.
27. On February 25, 2022, Florence was discharged from the Hospital in the presence of Plaintiff Jill Strauss (joined in the Hospital parking lot by Plaintiff Lori Stein Butera) to the Health Center at Sinai Residences, 21044 95th Ave S, Boca Raton, FL 33428 ("Sinai").

28. Upon her discharge, Defendant failed to return possession of the Ring and Necklace to Florence or to Plaintiffs, and did not provide to her or them any discharge papers regarding return of valuables or a release therefor.
29. Upon arriving at Sinai, Florence, in the presence of Plaintiffs Jill Strauss and Lori Stein Butera, was presented with admission papers which included an item requesting an inventory of all items, including jewelry, then in Florence's possession upon her admission.
30. It was at this point in time that Plaintiffs Jill Strauss and Lori Stein Butera realized that Florence was not in possession of the Ring and Necklace.
31. Between February 25 and February 28, 2022, both Jill Strauss and Lori Stein Butera called Defendant on several occasions requesting information about the missing Ring and Necklace, but Defendant failed to provide to them any meaningful information regarding same.
32. On the morning of February 28, 2022, Plaintiffs Jill Strauss and Lori Stein Butera went to the Hospital and demanded to speak to any of Defendant's employees who could provide information about the missing Ring and Necklace.
33. After waiting several hours in the Hospital's lobby with no response from Defendant's employees, a member of Defendant's security team, whose name is unknown to the Plaintiffs, came to the Hospital lobby and advised

that the Ring and Necklace had been placed on Florence's food tray immediately after her surgery.

34. Plaintiffs Jill Strauss and Lori Stein Butera then demanded to speak to any other employee of Defendant who could shed light on the whereabouts of the Ring and Necklace, and requested a copy of Florence's admission paperwork or other paperwork regarding the safeguarding and eventual disposition of the Ring and Necklace.

35. Both the Defendant's security team member as well as a member of Defendant's administration staff, whose name is unknown to the Plaintiffs (the "Admin Staff Member"), advised that there was no paperwork regarding the Ring and Necklace; however, the Admin Staff Member advised that she would investigate the matter and call Plaintiffs about her findings, which was never done.

36. After another period of waiting, the head of Defendant's security team, whose name is unknown to the Plaintiffs, came to the Hospital lobby and advised that no other information was forthcoming and therefore there was nothing further that Defendant could do to assist in locating the Ring and Necklace.

37. Upon information and belief, based upon information obtained from Maureen Brandstaetter, an officer from the Hospital's Office of Patient Experience, the

Ring and Necklace had been placed in Defendant's safe prior to Florence's surgery and had been removed from the Hospital's safe shortly after Florence's surgery.

38. Further based upon information obtained from Florence's after-surgery nurse (whose name is unknown to Plaintiffs but in any case was an employee or agent of Defendant) had brought Florence to her room with the Ring and Necklace in a denture cup and then passed off Florence to the floor nurse (whose name is unknown to Plaintiffs but in any case was an employee or agent of Defendant) with the denture cup containing the Ring and Necklace, which the floor nurse left with Florence in her bed.

39. Upon information and belief, when Florence was returned to her room following surgery, in the mental state described in paragraph 22 hereof, she did not request the return to her of the Ring and Necklace and was not cognizant of the fact that they had been placed in a denture cup located in her bed.

40. Upon information and belief, when Florence was returned to her room following surgery, in the mental state described in paragraph 22 hereof, even if she had so been advised at that time of the presence of the Ring and Necklace in a denture cup located in her bed, she was not in a mental state sufficient to enable her to process that information.

41. Accordingly, Florence did not act to take possession of the Ring and Necklace.
42. One or more of Defendant's employees or agents, including but not limited to the aforesaid floor nurse, knew or reasonably should have known that the actions described in the foregoing paragraphs 38 through 40 hereof were not reasonably designed to ensure that Florence took possession of the Ring and Necklace.
43. Upon information and belief, the Ring and Necklace were either taken by one or more of Defendant's employees, or the denture cup containing the Ring and Necklace was discarded by one of Defendant's employees or agents.
44. Upon information and belief, and based upon an appraisal obtained from Florence's long-time jeweler, the Ring is worth approximately \$25,000.
45. The Ring was of great sentimental value to Florence as it was the only piece of jewelry still in her possession given to her by her second husband, her other jewelry having been stolen from her apartment years earlier.
46. Upon information and belief, the Necklace is worth at least approximately \$300.

**CAUSE OF ACTION FOR NEGLIGENCE AGAINST DEFENDANT**



47. Defendant repeats and realleges the allegations contained in paragraphs 1 through 46 hereof.
48. Defendant's policy regarding patient valuables, which is located on its website, [www.brrh.com](http://www.brrh.com), is annexed hereto as Exhibit B (the "Policy").
49. The Policy, in its "Valuables" section, states in pertinent part: "If family members are not present, valuable items should be given to the nursing staff to be secured in a valuables envelope and locked in the safe. ... A receipt is placed on the chart for the valuables locked in the safe. To retrieve valuables, the patient will request through the patient care provider who will contact Security to retrieve the valuables. The secured bag is opened in the presence of the patient and the valuables are match[sic] to the contents listings. The receiver of the valuables signs the Security Valuables Sheet."
50. Accordingly, Defendant understands that it has a duty to safeguard and properly return the valuables of its patients, and upon information and belief, Defendant trains its employees and agents who deal with patients' valuables with the Policy.
51. However, Defendant, through one or more of its employees or agents, failed to satisfy its duty to Florence to safeguard and properly return the Ring and Necklace to her in that, upon information and belief (a) Florence did not request the return of the Ring and Necklace at the time they were allegedly

placed in the denture cup and left in her bed; (b) either the “secured bag” (allegedly a denture cup in this case) containing the Ring and Necklace was not opened in Florence’s presence and its contents matched to the contents listings, or the foregoing was done but the Defendant’s employee or agent who performed these acts knew or reasonably should have known that Florence’s mental state at the time precluded her from understanding what was being done; (c) the Defendant’s employee or agent who placed the Ring and Necklace in a denture cup that was then placed in her bed following her surgery knew or reasonably should have known that Florence’s mental state at the time precluded her from understanding that the Ring and Necklace were in the denture cup and that she should remove them and take them with her; (d) either (i) the Security Valuables Sheet was not created or no longer exists; (ii) Florence did not sign the Security Valuables Sheet; or (iii) she did sign it but the Defendant’s employee or agent who requested her signature knew or reasonably should have known that Florence’s mental state at the time precluded her from understanding what she was signing; and (e) an employee or agent of Defendant either intentionally stole the Ring and Necklace or mistakenly discarded the denture cup containing the Ring and Necklace.

52. Defendant's negligent failure to satisfy its duties outlined in its own Policy directly resulted in the loss of the Ring and the Necklace.

53. Accordingly, Defendant is liable to Plaintiffs for (a) the sum of \$25,300 for the loss of the Ring and Necklace, or such other sum as this Court may find to be the value of the Ring and Necklace; and (b) Plaintiffs' reasonable costs, fees and interest in connection with this action.

**PRAYER FOR RELIEF**

**WHEREFORE, PLAINTIFFS RESPECTFULLY REQUEST THAT THIS COURT ENTER A JUDGMENT AGAINST DEFENDANT (A) IN THE AMOUNT OF AT LEAST \$25,300 OR SUCH OTHER AND HIGHER AMOUNT AS THIS COURT MAY FIND TO BE THE DOLLAR VALUE OF THE RING AND NECKLACE; AND (B) THE AMOUNT OF PLAINTIFFS' REASONABLE COSTS, FEES AND INTEREST IN CONNECTION WITH THIS ACTION, SUCH THAT THE TOTAL AMOUNT OF THE JUDGMENT IS NO LESS THAN \$30,000 AND NO GREATER THAN \$50,000.**

**DEMAND FOR JURY TRIAL**

**PLAINTIFFS HEREBY FURTHER DEMAND A TRIAL BY JURY.**

Dated: May 8, 2023

Respectfully submitted,

JAY STEIN

Attorney-in-Fact for Florence Janette Weintraub, Pro Se

49 Lexington Drive

Livingston, NJ 07039

917-834-7210

[jstein@dreamhotelgroup.com](mailto:jstein@dreamhotelgroup.com)

s/ JAY STEIN, ATTORNEY-IN-FACT

JAY STEIN, Attorney-in-Fact

LORI STEIN BUTERA

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917-601-9223

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s/ LORI STEIN BUTERA, ATTORNEY-IN-FACT

LORI STEIN BUTERA, Attorney-in-Fact

JILL STRAUSS

Attorney-in-Fact for Florence Janette Weintraub, Pro Se

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s/ JILL STRAUSS, ATTORNEY-IN-FACT

JILL STRAUSS, Attorney-in-Fact

## EXHIBIT A

NOT A CERTIFIED COPY

**DURABLE POWER OF ATTORNEY**  
**(Pursuant to Florida Statute Chapter 709)**

KNOW ALL MEN BY THESE PRESENTS, that I, FLORENCE WEINTRAUB, make and appoint my son, JAY STEIN, as my true and lawful Agent, to act for me and in my name, and on my behalf exercise these powers listed in this instrument. If he is unwilling or unable to act, I appoint my daughter, LORI STEIN BUTERA, to serve as my Agent. If she is unwilling or unable to act, I appoint my daughter, JILL STRAUSS, to serve as my Agent.

Except as otherwise provided in the Florida Power of Attorney Act (F.S. 709), my Agent may exercise these powers independently and without the approval of any court. My Agent, however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill and caution.

**Third Parties.** Any third party to whom this Power of Attorney is presented may rely upon an affidavit by my Agent stating, to the best of my Agent's knowledge and belief, that this power has not been revoked, that I am then living, and that no proceedings have been initiated to determine my incapacity. No third party relying on this power and that affidavit will be liable for any losses, damages, or claims caused by compliance with the action requested by my Agent, unless that third party has actual knowledge of my death or the revocation of this power.

**A THIRD PARTY WHO IMPROPERLY REFUSES TO ACCEPT THIS POWER OF ATTORNEY WILL BE LIABLE FOR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS INCURRED IN ANY ACTION OR PROCEEDING THAT CONFIRMS THE VALIDITY OF THIS POWER OF ATTORNEY.**

My Agent will have the following powers and duties:

**1. BANKING TRANSACTIONS:** To open and close my checking, savings and other accounts, including the redemption and collection of certificates of deposit, and to make deposits and withdrawals in and from all accounts. To have access to my safe deposit boxes and to withdraw assets therefrom. To cash all checks payable to me. To conduct banking transactions as provided in Florida Statute 709.2208(1).

**2. INVESTMENT TRANSACTIONS:** To open and close my stock brokerage accounts and mutual funds accounts, and deal in them, including the purchase, transfer and sale of securities, including all retirement accounts. To conduct banking transactions as provided in Florida Statute 709.2208(2).

**3. TRUSTS:** To transfer securities and other property, real or personal, to any trust established by me, whether before or after execution of this power.

  
FLORENCE WEINTRAUB

**4. REAL PROPERTY:** To sell, convey, purchase, acquire, lease, mortgage, insure, encumber, bargain or otherwise transfer, any real or tangible property which I own or have an interest in, including my homestead or personal property, and to execute deeds.

**5. RETIREMENT PLANS:** Exercise all rights, privileges, elections and options I have with regard to any individual retirement account, pension, profit sharing, stock bonus, Keogh or other retirement plan; or other benefit or similar arrangement; including but not limited to making withdrawals; determining forms of payments on behalf of me or my beneficiaries; making, changing, or altering investment decisions; changing custodians or trustees; making or completing rollovers; and making direct "trustee-to-trustee" or similar types of transfers of the assets, rights or other benefits thereof.


**6. DEBTS, NOTES AND MORTGAGES:** Receive and receipt for any and all money, merchandise or other payments due me; to assign, cancel and satisfy notes and mortgages; to commence, prosecute or enforce, or to defend, answer to or oppose, all actions, suits or other legal matters arising from or connected with any and all accounts payable due or from me.

**7. INSURANCE AND ANNUITIES:** (a) Purchase, maintain, surrender, collect or cancel life insurance or annuities of any kind on my life or the life of anyone in whom I have an insurable interest; (b) liability insurance protecting me and my estate against third party claims; (c) hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance and disability income insurance for me or any of my dependents; and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including, but not limited to, Medicare, Medicaid, SSI and Worker's Compensation; to decrease coverage under or cancel any of the policies described herein; to receive and make such disposition of the cash value upon termination of any such policy as my Agent shall deem appropriate.

**8. TAXES:** Represent me before any office of the Internal Revenue Service or any state agency; prepare and sign tax forms and any tax return on my behalf; receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument; and to make any tax elections on my behalf.

**9. ELECTIVE SHARE:** Make an election on my behalf for me to receive an elective share of my spouse's estate, if any, as provided by Florida law from time to time.

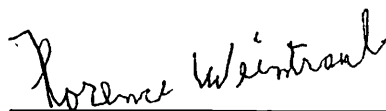
**10. CONDUCT BUSINESS TRANSACTIONS:** Act for me in any business or enterprise in which I am now or have been engaged or have an interest in.

  
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FLORENCE WEINTRAUB

**11. PERSONAL AND FAMILY MAINTENANCE:** With regard to personal and family maintenance, my Agent may exercise all of the following powers: (1) perform the acts necessary to maintain the customary standard of living of me and other individuals customarily or legally entitled to be supported by me, including providing living quarters by purchase, lease, or other contract, or paying the operating costs, including interest, amortization payments, repairs, and taxes on premises owned by me and occupied by those individuals; (2) provide for the individuals described by subsection (1) of this section normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, and other current living costs; (3) pay necessary medical, dental, and surgical care, hospitalization, and custodial care for the individuals described by subsection (1) of this section; (4) continue any provisions made by me for the individuals described by subsection (1) of this section, for automobiles or other means of transportation including registering, licensing, and replacing the automobiles or other means of transportation; (5) maintain or open charge accounts for the convenience of the individuals described by subsection (1) of this section and open new accounts that my Agent considers desirable to accomplish a lawful purpose; and (6) continue payments incidental to my membership or affiliation in a church, club, society, order, or other organization or to continue contributions to those organizations.

**12. BENEFITS FROM CERTAIN GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY SERVICE:** With regard to benefits from social security, Medicare, Medicaid, or governmental programs or civil or military service, my Agent has the power to: (1) execute vouchers in my name for allowances and reimbursements payable by the United States, a foreign government, or a state or subdivision of a state to me, including allowances and reimbursements for transportation; (2) take possession and order the removal and shipment of my property from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose; (3) prepare, file, and prosecute a claim to benefit or assistance, financial or otherwise, to which I claim to be entitled under a statute or governmental regulation; (4) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to any benefits I may be entitled to receive; and (5) receive the financial proceeds of a claim of the type described in this section of this durable power of attorney and conserve, invest, disburse, or use anything received for a lawful purpose

**13. POWER TO CONDUCT INTERNET AFFAIRS:** To access my accounts, involving web-based communications, such as e-mail, memberships in organizations or commercial enterprises and social media, all of which require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing.



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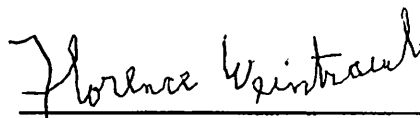
FLORENCE WEINTRAUB



**14. MAIL:** Receive and open my mail, change my mailing address, and otherwise represent me in any matter concerning the U.S. Postal Service.

**15. ACCEPTANCE/RESIGNATION:** Accept or resign on my behalf from any offices or positions which I may hold, including any fiduciary positions.

**16. CLAIMS AND LITIGATION** With regard to claims and litigation, my agent has the power to: (1) assert and prosecute before a court or administrative agency a claim, a claim for relief, a counterclaim, or an offset or defend against an individual, a legal entity, or a government, including suits to recover property or other thing of value, to recover damages sustained by me, to eliminate or modify tax liability, or to seek an injunction, specific performance, or other relief; (2) bring an action to determine adverse claims, intervene in an action or litigation, and act as amicus curiae; (3) in connection with an action or litigation, procure an attachment, garnishment, libel, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree; (4) in connection with an action or litigation, perform any lawful act I could perform, including acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and binding of me in litigation; (5) settle, and propose or accept a compromise with respect to a claim or litigation; (6) waive the issuance and service of process on me, accept service of process, appear for me, designate persons on whom process directed to me may be served, execute and file or deliver stipulations on my behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, or receive and execute and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation; (7) act for me with respect to bankruptcy or insolvency proceedings, whether voluntary or involuntary, concerning me or some other person, with respect to a reorganization proceeding or a receivership or application for the appointment of a receiver or trustee that affects my interest in real or personal property or other thing of value; and (8) pay a judgment against me or a settlement made in connection with a claim or litigation and receive and conserve money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

  
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FLORENCE WEINTRAUB

**17. SPECIAL TRANSACTIONS:** Exercise estate planning powers for me as I have initialed below. Powers marked with an 'X' or stricken (by drawing a line through them) are powers **NOT** granted to my Agent.

a. FW **Power to Make Annual Exclusion Gifts.** I grant my Agent power to make gifts (outright, in trust, or otherwise) of any of my property to or pay amounts on behalf of any person in an amount per donee which qualifies for the Federal gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code of 1986, as amended, or if I am married at the time and my spouse agreed to split gifts for Federal gift tax purposes, in an amount per donee which qualifies for twice the Federal gift annual exclusion.

b. FW **Power to Make Gifts to Qualify for Public Benefits.** If my Agent in my Agent's sole discretion has determined that I need nursing home or other long-term medical care and that I will receive proper medical care whether I privately pay for such care or if I am a recipient of Title XIX (Medicaid) or other public benefits, then my Agent shall have the power (i) to take any and all steps necessary, in my Agent's judgement, to obtain and maintain my eligibility for any and all public benefits and entitlement programs, including, if necessary, creating and funding a qualified income trust or special needs trust for me or a disabled child, if any (ii) to transfer with or without consideration my assets to my descendants (if any), or to my natural heirs at law or to the persons named as beneficiaries under my last will and testament or a revocable living trust which I may have established, including my Agent; and (iii) to enter into a personal services contract for my benefit, including entering into such contract with my Agent, and even if doing so may be considered self-dealing. Such public benefit and entitlement programs shall include, but are not limited to, Social Security, Supplemental Security Income, Medicare, Medicaid, and Veterans benefits.

c. FW To create or change rights of survivorship.

d. FW To create or change a beneficiary designation.

e. FW To waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

f. FW Create one or more inter vivos trusts of which I am an income or principal beneficiary.

Florence Weintraub

FLORENCE WEINTRAUB

IT IS MY INTENTION by this instrument to create a Durable Power of Attorney pursuant to Chapter 709 of the Florida Statutes. This Durable Power of Attorney shall not be affected by my subsequent disability, except as provided by F.S. 709.2104, this power shall be non-delegable by my Agent and shall be valid until such time as I shall die, or shall revoke this power by written instrument or shall be adjudged incompetent by a court. All acts done by my Agent pursuant to this power conferred during any period of my disability or incompetence, shall have the same effect and inure to the benefit of and bind me or my heirs, devisees, and Personal Representatives as if I were competent and not disabled. As provided in Section 709.2106, Florida Statutes, a photocopy or electronically transmitted copy of the original of this Durable Power of Attorney shall have the same effect as the original.

**THIS DURABLE POWER OF ATTORNEY REVOKES ALL PREVIOUS POWERS OF ATTORNEY I HAVE CREATED.**

IN WITNESS WHEREOF, I have set my hand this 8 day of May, 2023.

Signed and Delivered in the Presence of:

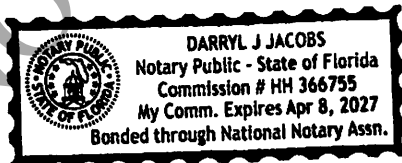
(witness 1 sign) Lori Stein Butera  
(witness 1 print) Lori Stein Butera

Florence Weintraub  
**FLORENCE WEINTRAUB**

(witness 2 sign) Solange E. Ellis  
(witness 2 print) SOLANGE ELLIS

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me the 8 day of May, 2023, by FLORENCE WEINTRAUB, by means of X physical presence or        online notarization, who is personally known to me and who did take an oath.



[Signature]  
**NOTARY PUBLIC**

This document prepared by:  
**Darryl J. Jacobs, Attorney**  
**Law Offices of Jacobs & Jacobs, P.A.**  
**1935 32nd Avenue, Vero Beach, FL 32960**  
**(772) 562-7979**

## **EXHIBIT B**

NOT A CERTIFIED COPY

# PATIENT BELONGINGS AND VALUABLES

Patients and visitors are responsible for all belongings. Boca Raton Regional Hospital is not responsible for replacing lost or misplaced items. **We highly encourage you not to wear any type of jewelry when coming to the hospital through the Emergency Department or if you are having a procedure.** We recommend you bring only essential items to the hospital and offer the following tips to help keep your personal items secure:

## Clothing

Storage space in patient rooms is limited. A robe and slippers are necessary for all patients. Hospital gowns are provided. We suggest that clothing worn to the hospital be sent home with family/friends and have appropriate clothing brought to the hospital shortly before patient discharge.

## Denture Care

Patients are asked if they wear dentures or bridges and if so, a staff member will provide a denture cup to store them in when not in use. The cup will be labeled with the patient's name. Please avoid placing dentures on a meal tray, under a pillow, on the sheets or in any concealed place where they may be lost or accidentally thrown out.

## Hearing Aids

Hearing aids should be kept in the original case provided upon purchase. If the original case is not available, nursing staff will provide a container labeled

with patient name to store the hearing aids in when not in use. Do not leave hearing aids unprotected on the bedside or over-bed table.

### **Eyeglasses/Contact lenses**

Glasses and contact lenses are best secured in a case with patient name on it when not in use. To prevent loss or damage to eyeglasses during hospitalization, patients are asked to not leave them unprotected on the bedside table, in a robe pocket or on the bed.

### **Wheelchairs, Walkers, Canes**

Please put your name on all necessary items that are brought to the hospital including wheelchairs, walkers, and canes.

### **Medications**

Bring a current list of medications the patient is taking to the hospital. This includes herbal and over the counter medications as well as prescription medications. If a list is not available, bring in the medication containers for the staff to create a current medication list. The containers can then be taken home by a family member or friend. If medications are unable to be sent home, they may be stored in our Security Pyxis system until discharge. If the medicine needs to be verified it is done by our Pharmacy team. Medications brought from home are not to be stored at the bedside.

### **Valuables**

Please leave all valuables at home or send them home with a family member or friend upon admission to the hospital; this includes cash, checkbooks,

credit cards, jewelry and other items deemed to be of value, wallet, purse, cell phone, laptop computers, e-readers, iPads, etc., or any other item that would be considered a loss if misplaced. Patients move about during a hospital admission for testing, procedures and treatments or from one inpatient unit to another due to their medical condition. If family members are not present, valuable items should be given to the nursing staff to be secured in a valuables envelope and locked in the safe. They are not to be kept at the bedside. A receipt is placed on the chart for the valuables locked in the safe. To retrieve valuables, the patient will request through the patient care provider who will contact Security to retrieve the valuables. The secured bag is opened in the presence of the patient and the valuables are match to the contents listings. The receiver of the valuables signs the Security Valuables Sheet.

### **Lost Items**

Unless placed in our possession for safekeeping, Boca Raton Regional Hospital does not replace lost items. We will be happy to check our lost and found for your items. If you are/were an inpatient/outpatient, please call our Security Department at 561.955.3380.