TAB 1

United States Courts
Southern District of Texas
FILED

FEB 27 2012

David J. Bradley, Clerk of Court

United States District Court

for the

Southern District of Texas

CANDACE LOUISE CURTIS, Plaintiff,	§	
VS.	§	Civil Action No._____
ANITA KAY BRUNSTING, and AMY RUTH BRUNSTING And Does 1-100 Defendants	§ § § §	Jury Trial Demanded

PLAINTIFF'S ORIGINAL PETITION, COMPLAINT AND APPLICATION FOR EX PARTE TEMPORARY RESTRAINING ORDER, ASSET FREEZE, TEMPORARY AND PERMANENT INJUNCTION.

I.
Parties

1. Plaintiff, Candace Louise Curtis, is a citizen of the State of California. Defendant Anita Kay Brunsting, is a citizen of the State of Texas and Defendant Amy Ruth Brunsting a citizen of the State of Texas.

II.
Jurisdiction and Venue

2. This Court has federal subject matter and diversity jurisdiction of the state law claims alleged herein pursuant to 28 USC §1332 (a) (1) - 28 USC §1332 (b) and 28 USC §1332 (C) (2) in that this action is between parties who

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are citizens of different states and the amount in controversy exceeds the sum or value of $75,000, exclusive of interests and costs.

3. The Res in this matter is the Brunsting Family Living Trust (the Trust). Known real property of the Trust is located in Texas and Iowa. No known actions have been previously filed with any court involving the Trust or the trust Res and neither the Will nor the Pour Over Will of either Settlor has been filed with any court for probate.

4. Defendant Anita Brunsting resides in the county of Victoria and Defendant Amy Brunsting resides in the county of Comal. The United States District Court for the Southern District of Texas is the proper venue under 28 USC §1391(a)(1).

III.

Nature of Action

5. This is a diversity action alleging breach of fiduciary duty, extrinsic and constructive fraud and intentional infliction of emotional distress. The nature of action in breach is focused upon failures to disclose and failures to give notice. Plaintiff reserves the right to amend this complaint to add additional causes at any time prior to judgment.

IV.

CAUSES OF ACTION COUNT ONE

Breach of Fiduciary Obligation

Breach of Trust

It is settled law that no more than affidavits are necessary to make a prima facie case, U.S. V. Kis, 658 F. 2d 536 (CA7, 1981 Cert den, 50 U.S.L.W. 2169 (1982)

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6. Attached Declaration of Candace Louise Curtis is incorporated herein by reference as if fully restated.

7. Plaintiff alleges that Defendant(s) Anita Brunsting and Amy Brunsting have accepted the appointment and are acting jointly as co-trustees for the Brunsting Family Living Trust (the Trust) of which I am a beneficiary and named successor beneficiary.

8. Defendant(s) Anita Brunsting and Amy Brunsting acting as co-trustees for the Trust owe a fiduciary duty to plaintiff, under the common law and under the property statutes of Texas, to provide all beneficiaries and successor beneficiaries of the Trust with information concerning trust administration, copies of trust documents, and semi-annual accounting. As co-trustees for the Trust both defendants owe a fiduciary duty to provide notice to all beneficiaries prior to any changes to the trust that would affect their beneficial interest.

9. Defendant(s) Anita Brunsting and Amy Brunsting acting individually and severally as co-trustees for the Trust have exercised all of the powers of trustees while refusing or otherwise failing to meet their first obligation under that power, to provide full, accurate, complete and timely accounting to the beneficiaries, to provide copies of material documents or other information relating to administration of the Trust, and to provide notice to all beneficiaries and successor beneficiaries of proposed changes to the trust that may tend to affect their beneficial interests.

10. Defendant(s) individually and severally damaged Plaintiff through their breach of fiduciary obligations. Upon information and belief, Defendant(s)

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individually and severally benefited through their breach of fiduciary obligations to Plaintiff.

11. Defendant(s) Anita Brunsting and Amy Brunsting are liable for all of the damages, both general and special, caused by the breach of fiduciary duties owed to Plaintiff by Defendants.

12. Defendant(s) Anita Brunsting and Amy Brunsting are liable for punitive damages arising from wrongful acts constituting breach of fiduciary duties insofar as conduct in furtherance of wrongful acts as set forth above amounted to egregious and intentional and/or reckless conduct carried out by Defendant(s) as fiduciaries against Plaintiff, whom they intentionally kept in an inferior position of knowledge.

COUNT TWO
Extrinsic Fraud

13. Attached Declaration of Candace Louise Curtis and all previous allegations are incorporated herein by reference as if fully re-alleged and restated.

14. Defendant(s) Anita Brunsting and Amy Brunsting acting individually and severally as co-trustees for the Trust have refused or otherwise failed to meet their obligations to provide full, accurate, complete and timely accounting or to provide copies of material documents or notification of material facts relating to trust administration, the concealing of which constitutes extrinsic fraud.

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15. Defendant(s) individually and severally damaged Plaintiff through their breach of fiduciary obligations. Upon information and belief, Defendant(s) individually and severally benefited through their breach of fiduciary obligations.

16. Defendant(s) Anita Brunsting and Amy Brunsting are liable for all of the damages caused by the breach of fiduciary duties owed to Plaintiffs through their fraudulent concealment.

17. Defendant(s) Anita Brunsting and Amy Brunsting are liable for punitive damages arising from wrongful acts constituting breach of fiduciary duties insofar as conduct in furtherance of wrongful acts as set forth above amounted to egregious and intentional and/or reckless conduct carried out by Defendant(s) as fiduciaries against Plaintiff, whom they intentionally kept in an inferior position of knowledge.

COUNT THREE

Constructive Fraud

18. Attached Declaration of Candace Louise Curtis and all previous allegations are incorporated herein by reference as if fully re-alleged and restated.

19. Plaintiff alleges the existence of conflicts of interest in that both Defendant(s), acting individually and severally as co-trustees for the Trust, were at all times complained of herein, beneficiaries or successor beneficiaries of the Trust.

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20. Plaintiff further alleges the existence of conflicts of interest in that Anita Brunsting, while being a successor beneficiary to the Trust, held a general Power of Attorney for Settlor Nelva Brunsting, an original trustee who at some point resigned making Defendant Anita Brunsting her successor trustee.

21. Defendant Anita Brunsting acting as a successor trustee for the Trust has transgressed the limitation placed upon her authority by the Trust and by the rule of law and has refused or otherwise failed to meet her obligations to provide full, accurate, complete and timely accounting or to provide copies of material documents and facts relating to trust administration, the concealing of which, coupled with multiple conflicts of interest constitute manifest acts of constructive fraud.

22. Defendant(s) individually and severally damaged Plaintiff through their breach of fiduciary obligations. Upon information and belief, Defendant(s) individually and severally benefited through their breach of fiduciary obligations.

23. Defendant(s) Anita Brunsting and Amy Brunsting are liable for all of the damages caused by the breach of fiduciary duties owed to Plaintiff through their fraudulent concealment.

24. Defendant(s) Anita Brunsting and Amy Brunsting are liable for punitive damages arising from wrongful acts constituting breach of fiduciary duties insofar as conduct in furtherance of wrongful acts as set forth above amounted to egregious and intentional and/or reckless conduct carried out by Defendant(s) as fiduciaries against Plaintiff, whom they intentionally kept in an inferior position of knowledge.

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COUNT FOUR

Intentional Infliction of Emotional Distress

25. Attached Declaration of Candace Louise Curtis and all previous allegations are incorporated herein by reference as if fully re-alleged and restated.

26. Defendant(s) Anita Brunsting and Amy Brunsting acting individually and severally as co-trustees for the Trust have refused or otherwise failed to meet their obligations to provide full, accurate, complete and timely accounting or to provide copies of material documents and facts relating to trust administration.

27. Since the death of Nelva Brunsting, plaintiff has attempted verbally, via email, and by certified mail to obtain information from Defendant(s) regarding the Trust and the Trust's administration. Defendant co-trustee Amy Brunsting has remained totally silent and her part in the perceived fraud may be limited. Defendant co-trustee Anita Brunsting has been disingenuous and manipulative while avoiding answer and disseminating limited numbers of documents in piecemeal fashion. Defendant co-trustee Anita Brunsting is the principal defendant in this action.

28. As detailed in the attached Declaration of Candace Louise Curtis, Defendant(s) acted intentionally or recklessly and the conduct was both extreme and outrageous. The acts of Defendant(s) caused and continue to cause Plaintiff to suffer severe emotional distress.

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29. Defendant(s) Anita Brunsting and Amy Brunsting are liable to plaintiff for damages caused by their reprehensible and egregious acts of intentionally inflicting emotional distress and suffering upon Plaintiff.

V.
MEMORANDUM OF POINTS AND AUTHORITIES

For present purposes little more is needed than Restatement of the Law of Trusts 2nd

DISCLOSURE BY A FIDUCIARY/TRUSTEE OUTSIDE FORMAL DISCOVERY: NON-TRADITIONAL RULES AND ALTERNATIVE METHODS

1. INTRODUCTION

This paper contains an analysis of a trustee's duty to disclose information to trust beneficiaries. While it is outside the scope of this paper, many of these duties apply to other fiduciaries such as executors and administrators. The duty of a trustee to disclose information is an **equitable duty**. Enforcement of this duty should therefore be through an **equitable remedy** rather than by the formal legal remedies that are set forth in the Texas Rules of Civil Procedure and apply to legal causes of action. Many Texas courts, however, have trouble recognizing this distinction.

2. AN OVERVIEW OF THE TRUSTEE'S DUTY TO DISCLOSE

The Commentators

American Law Institute, *Restatement Of The Law, Trusts 2d,* §173 states that:

"The trustee is under a duty to the beneficiary to give him upon his request at reasonable times complete and accurate information as to the nature and amount of the trust property, and to permit him, or a person duly authorized by him, to inspect the subject matter of the trust and the accounts and vouchers and other documents relating to the trust."

William E. Fratcher, *Scott On Trusts,* §173 (Fourth Edition) states that:

"The trustee is under a duty to the beneficiaries to give them on their request at reasonable times complete and accurate information as to the administration of the trust. The beneficiaries are entitled to know what the trust property is and how the trustee has dealt with it. They are entitled to examine the trust property and the accounts and vouchers and other documents relating to the trust and its administration. Where a trust is created for several beneficiaries, each of them is entitled to information as to the trust. Where the trust is created in favor of successive beneficiaries, a beneficiary who has a future interest under the trust, as well as a beneficiary who is presently entitled to receive income, is entitled to such information, whether his interest is vested or contingent."

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George Gleason Bogert and George Taylor Bogert,

The Law of Trusts and Trustees, § 961(Revised Second Edition) explain this duty in the following manner:
"The beneficiary is the equitable owner of the trust property, in whole or in part. The trustee is the mere representative whose function is to attend to the safety of the trust property and to obtain its avails for the beneficiary in the manner provided by the trust instrument. That the settlor has created a trust and thus required that the beneficiary enjoy his property interest indirectly does not imply that the beneficiary is to be kept in ignorance of the trust, the nature of the trust property and the details of its administration. **If the beneficiary is to be able to hold the trustee to proper standards of care and honesty and to obtain the benefits to which the trust instrument and doctrines or equity entitle him, he must know what the trust property consists and how it is being managed.** (emphasis supplied)

From these considerations it follows that the trustee has the duty to inform the beneficiary of important matters concerning the trust and that the beneficiary is entitled to demand of the trustee all information about the trust and its execution for which he has any reasonable use. It further follows that the trustee is under a duty to notify the beneficiary of the existence of the trust so that he may exercise his rights to secure information about trust matters and to compel an accounting from the trustee. **For the reason that only the beneficiary has the right and power to enforce the trust and to require the trustee to carry out the trust for the sole benefit of the beneficiary, the trustee's denial of the beneficiary's right to information consists of a breach of trust.** (emphasis supplied)

If the beneficiary asks for relevant information about the terms of the trust, its present status, past acts of management, the intent of the trustee as to future administration, or other incidents of the administration of the trust, and these requests are made at a reasonable time and place and not merely vexatiously, it is the duty of the trustee to give the beneficiary the information which he is asked. Furthermore, the trustee must permit the beneficiary to examine the account books of the trust, trust documents and papers, and trust property, when a demand is made at a reasonable time and place and such inspection would be of benefit to the beneficiary."

2. The Cases
In examining Texas cases involving this duty it is important to distinguish between cases that relate to transactions where a trustee has some personal dealing with a beneficiary (which impose very harsh disclosure requirements) from those cases that relate to disclosure in general. The following cases relate to the general disclosure rules.

In *Shannon v. Frost National Bank,* 533 S.W.2d 389 (Tex. App. - San Antonio, 1975, writ ref'd n.r.e), the court stated that: "However, it is well settled that a trustee owes a duty to give to the beneficiary upon request complete and accurate information as to the administration of the trust. 2 Scott, Trusts §173 (3rd. ed. 1967)."

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In *Montgomery v. Kennedy,* 669 S.W.2d 309 (Tex. 1984) the Texas Supreme Court held that: "As trustees of a trust and executors of an estate with Virginia Lou as a beneficiary, Jack Jr. and his mother owed Virginia Lou a fiduciary duty of full disclosure of all material facts known to them that might affect Virginia Lou's rights....The existence of strained relations between the parties did not lessen the fiduciary's duty of full and complete disclosure..... The concealment of a material fact by a fiduciary charged with the duty of full disclosure is extrinsic fraud."

30. FURTHER, the Texas legislature has codified the common law duty a trustee owes to a beneficiary in the Texas Property Code.

§ 113.060. INFORMING BENEFICIARIES. The trustee shall keep the beneficiaries of the trust reasonably informed concerning:

(1) the administration of the trust; and

(2) the material facts necessary for the beneficiaries

to protect the beneficiaries' interests.

Added by Acts 2005, 79th Leg., ch. 148, § 15, eff. Jan. 1, 2006.

§ 113.151. DEMAND FOR ACCOUNTING. (a) A beneficiary by written demand may request the trustee to deliver to each beneficiary of the trust a written statement of accounts covering all transactions since the last accounting or since the creation of the trust, whichever is later. If the trustee fails or refuses to deliver the statement on or before the 90th day after the date the trustee receives the demand or after a longer period ordered by a court, any beneficiary of the trust may file suit to compel the trustee to deliver the statement to all beneficiaries of the trust.

The court may require the trustee to deliver a written statement of account to all beneficiaries on finding that the nature of the beneficiary's interest in the trust or the effect of the administration of the trust on the beneficiary's interest is sufficient to require an accounting by the trustee. However, the trustee is not obligated or required to account to the beneficiaries of a trust more frequently than once every 12 months unless a more frequent accounting is required by the court. If a beneficiary is successful in the suit to compel a statement under this section, the court may, in its discretion, award all or part of the costs of court and all of the suing beneficiary's reasonable and necessary attorney's fees and costs against the trustee in the trustee's individual capacity or in the trustee's capacity as trustee.

(b) An interested person may file suit to compel the trustee to account to the interested person. The court may require the trustee to deliver a written statement of account to the interested person on finding that the nature of the interest in the trust of, the claim against the trust by, or the effect of the administration of the trust on the interested person is sufficient to require an accounting by the trustee.

Added by Acts 1983, 68th Leg., p. 3332, ch. 567, art. 2, § 2, eff. Jan. 1, 1984. Amended by Acts 2003, 78th Leg., ch. 550, § 3, eff. Sept. 1, 2003.

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(b) Notwithstanding Subsection (a)(9), a person other than a beneficiary who, without knowledge that a trustee is exceeding or improperly exercising the trustee's powers, in good faith assists a trustee or in good faith and for value deals with a trustee is protected from liability as if the trustee had or properly exercised the power exercised by the trustee.

Added by Acts 2005, 79th Leg., ch. 148, § 21, eff. Jan. 1, 2006.

VI
PRAYERS FOR RELIEF

32. **WHEREFORE**, Plaintiff prays for judgment and relief as follows, where applicable, including but not limited to the following:

33. Awarding compensatory damages in favor of Plaintiff against Defendant(s) for the damages sustained as a result of the wrongful conduct alleged as will be established through discovery or at trial, together with interest thereon, in an amount in excess of $75,000 from each Defendant for each offense found,

34. Awarding punitive damages to Plaintiff against the Defendant(s) for the egregiously wrongful conduct alleged herein,

35. Granting declaratory and/or injunctive relief as appropriate,

36. Awarding legal fees and costs to plaintiff and,

37 Such other and further relief as the Court may deem equitable and proper.

REQUEST FOR EX-PARTE TEMPORARY RESTRAINING ORDER

38. Further, Plaintiff seeks an emergency order for injunctive relief and herein alleges irreparable harm will occur unless the court prevents the trustees from wasting the estate, and compels the trustees to produce a full, true and complete accounting of all assets.

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Financial Misconduct and Need for Accounting

39. A cursory review of the preliminary accounting spreadsheet of the Trust assets provided the Plaintiff reveals possibly significant discrepancies in the value of some trust assets, while other previously known trust assets are unaccounted for.

As trustees for the survivor's trust, created under the Brunsting Family Living Trust after the death of the first Settlor, Anita Brunsting and Amy Brunsting are responsible for maintaining accurate books and records for the survivor's trust created under the Brunsting Family Living Trust. Under the terms of the Trust trustees are to provide an accounting to the beneficiaries every 6 months. Even under Texas law an accounting to the beneficiaries is required annually. No proper accounting has ever been received.

40. Further, Anita Brunsting, holding Power of Attorney for Nelva Brunsting, and serving as successor trustee for the Nelva E. Brunsting Survivor's Trust, had an ongoing duty to account and, as a successor beneficiary of the Trust and its sub trusts, had an even greater level of loyalty and fidelity owed to the other four successor beneficiaries. Anita Brunsting had an ongoing obligation to report and account to the other successor beneficiaries, and to seek their approval before accepting gifts from Nelva Brunsting or the Trust.

41. By the acts alleged herein, Anita Brunsting and Amy Brunsting have breached fiduciary duties of loyalty, care and good faith owed directly to Plaintiff as co-trustees for the BFLT by acting in bad faith and for the purpose of benefiting themselves and harming Plaintiff; by misappropriating trust

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property; and by failing to keep and maintain accurate and reliable books and accounting records; and by failing to report on the administration of the Trust; and by failing to notice Plaintiff of actions adversely affecting Plaintiff's rights and beneficial interest in the Trust Res.

42. Due to the lack of proper inventory, accounting and disclosure it is imperative that this court act quickly to protect the Trust property and assets, and to ascertain the reasons for the trustees' refusal to answer and to account.

Tuesday, February 21, 2012

Candace Louise Curtis
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AFFIDAVIT OF CANDACE LOUISE CURTIS

I, Candace Louise Curtis (Affiant), am a competent witness over the age of 18 years of age, have personal knowledge of the information stated herein, and do solemnly declare and state to be true as follows:

I am an heir to the estate of the late Elmer H. Brunsting and Nelva E. Brunsting of Houston, Texas, and I am a beneficiary of the BRUNSTING FAMILY LIVING TRUST initially dated October 10, 1996 and amended January 12, 2005 ("BFLT").

My Father, Elmer Brunsting, died on April 1, 2009 and my Mother, Nelva Brunsting died on November 11, 2011. Both of them ultimately required round-the-clock, in home, care. When Dad could no longer manage the affairs of their finances and estate, Mother took over and carried on, until it became too much for her in late 2010. At that point she turned some of these duties over to my sister Anita. Exactly what occurred before or after that is unclear, as my efforts to obtain even the most basic information about the trust, or the trust assets, have been frustrated. The documents I have received over the years are inadequate, incomplete, and contain redactions and strikeouts, but would indicate that changes have been made to the BFLT that affect my beneficial interest. These changes were made without any notice to me. Additionally, there appear to be some discrepancies in a recent preliminary asset list, and some of the previously known assets are unaccounted for. This list is the only accounting I have ever received.

My husband, our two sons and I, moved to California in September of 1995, after having lived in Houston for 30 years. In Houston we lived only a couple of miles from my parents and the boys had a very close relationship with their grandparents while they were growing up. After we moved to California my parents came to visit us several times and we enjoyed the occasions immensely.

Although I lived 1,700 miles away, as his eldest daughter Dad talked to me throughout the process, about his intentions and goals in forming the Brunsting Family Living Trust. He told me the primary reason was to make sure they could die at home, if they so chose, and have the financial means to do so. Secondly, anything left over would be divided 5 ways among us (Carole, Carl, Amy, Anita and myself) and he wanted no misunderstandings when it came time to divvy up the assets or family heirlooms. He explained how the trust was set up, and that my brother Carl was executor of the estate. Dad handed me the first trust documents personally at a family gathering. I knew what the documents said, so I stuck them in my suitcase. They ended up in a drawer after I got home.

At approximately the same time that the BFLT was formed, a separate trust, The Brunsting Family Irrevocable Trust, was created for a last-to-die life insurance policy, of which the five of us were beneficiaries, naming Anita as original and sole trustee. My Father said that this was done so that if their estate was exhausted during their lifetimes, we would at least have something after they both passed away. He said that the trustee job would be easy, because all one had to do was send out a notice to the beneficiaries

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each year and keep the signed copies in the trust file. He asked me if I would serve as trustee, and I agreed to, but ultimately he chose Anita, because she was the youngest.

I do not recall exactly when, but I think I first became aware that our Father was exhibiting signs of dementia sometime in 2006. I was visiting my parents at the time and some of my sisters were there. To see my Father's behavior and subsequent treatment by his own daughters was heartbreaking. I was dumbfounded to witness this ignorant cruelty and impatience in my sisters. One afternoon it was just he and I. In a fleeting moment of lucidity my Father asked me if his net worth was still such and such. Since he had kept me well informed over the years, I knew that it was and confirmed it. He smiled. He was always so proud of what he had created for his family. I gave him a hug and a kiss. He nodded off. That was the last time I saw him. He died in his OWN HOME, because Mother honored his wishes. Years later, when I started to realize something was "**going on**" with the trust, and began to question things, my sister Carole told me something like – Candy, if it makes you feel any better, Daddy asked for you by name the Sunday before he died.

In July of 2007, Mother asked me if I would be willing to replace Amy as successor co-trustee of the BFLT with Carl (attached as Plaintiff Exhibit P-1). She wrote that she did not think Amy was stable enough and that she thought I had a better relationship with my siblings than she. I said sure, and that is the last I heard of it until March of 2008, when I received an email from Mother asking if I minded if she made Anita successor co-trustee with Carl (P-2). She said she realized now that

> "Anita has a handle on everything from the insurance policy and the trust better than anybody."

At the time I had no reason to care one way or the other and I never gave it another thought.

Our Father passed away April 1, 2009. The cause of death was "dementia, likely vascular type". My sons were pallbearers for their grandpa. They loved their grandpa very much and were heartbroken and distraught when he passed away. They were very worried about their grandma being alone and volunteered to stay with her and take care of her if she wanted them to. After the funeral we returned home and it never crossed my mind that I might expect paperwork in connection with the settlement of the estate. I had no idea what, if anything, should happen. I knew that when Dad died, the terms of the trust became irrevocable. I also knew that I would not receive any inheritance until Mother was gone.

It began to occur to me in March of 2010 that something was amiss, but I could not quite put my finger on it. Anita emailed Amy and I (P-3) requesting that we print out and sign five undated "Notification of Demand Right" letters (P-4) (for the life insurance trust) and get them to her in the next couple of weeks. I asked her to send me a copy of the trust document and a current statement of account, because I do not like signing these

undated forms. I also thought that, as a beneficiary, I might actually be entitled to a copy of the trust. Her reply,

> "For now could you please send me a signed waiver dated 3/19/09, for last year's files?" (P-3)

It appeared that Anita was falling down on the easy trustee job.

On about July 2, 2010 Carl, our only brother, was stricken with encephalitis. When Carole called to tell me, she was crying and said that our brother might die. I could barely understand her she was sobbing so hard. They did not have a diagnosis at the time. I was so scared for him and his family. The next day I wanted to find out how he was doing, but could not reach Carole, so I called Anita. I started to ask about Carl, but before I could say anything she began to criticize Drina, Carl's wife of 36 years. I was somewhat dismayed at what I was being told, but Drina and I are the same age, have many of the same interests, and have always gotten along very well, so I figured I would react the same way in her situation. My main concern at the time was Carl, as was Drina's. I was unaware until just recently, that a few days later Amy drove in from New Braunfels and found it necessary to harangue Drina about their finances, at Carl's bedside. Carl is a self-employed architect. I was sure Drina was very worried about how she would be able to care for him financially with no income, but I doubt that was the most important thing on her mind at the time. Within days Amy and Anita started conjuring up totally unfounded scenarios of such things as Drina running off with Carl's money, divorcing him, killing him, and all kinds of other machinations having to do with Carl's future inheritance.

Mother was at the hospital visiting one day and offered to help Carl and Drina financially if they needed it. When they subsequently took her up on the offer, all of a sudden the entire situation blew up into a massive, unfounded character assassination of Drina, which I now know Anita started several years prior. Anita began to badger Mother and kept stopping her from acting on her promise to help. According to Carole, Anita was bullying and badgering Mother to the point that she was afraid to spend her own money to help her own son. In reviewing email communications, it was discovered that Anita had criticized our Father for his investments, expressed how Mother is finally "listening to reason", and regularly degraded one thing or another about each of us. Apparently Anita has sat in judgment of everyone except herself.

I continued to argue for help for Carl and Drina, even going so far as offering up any of my inheritance if they needed it to survive this and become whole again. Money means little to me in the face of family crisis and Carl is my only brother. I almost lost him once. I was not going to lose him for lack of money and care.

The character assassination continued in earnest. Amy and Anita were very aggressive in their attempts to prevent what they were convinced was happening. They kept coming up with ideas to keep Drina from touching Carl's money, even if it went directly for his care and well being. They were all consumed with this and never spoke about how his

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recovery was progressing. I did not know that he almost died again, or that he lapsed into a coma and had to be put on a ventilator in ICU, before he started to mend ever so slowly.

Carl had a setback and Mother got pneumonia and was hospitalized. I attribute this to the stress my sisters were causing in both of them. At the same time I became concerned as to what this was doing to Drina's health and state of mind.

In October 2010 there was a flurry of activity regarding changes to the trust and Mother's competency, starting with an email (P-5) from Carole asking if I was okay with Anita taking over as Power of Attorney for Mother? She wrote "The paperwork is being drawn up today." She later said she was concerned that the trustee had more authority than we realize. I told her I needed a copy of the trust documents to figure out just what can and cannot be done.

On October 13, 2010 Anita, Carole, Amy, and I received an email (P-6, 4 pgs.) from Summer Peoples on behalf of attorney Candace Freed saying that Candace would like to have a conference call with "you and your Mother", reserving some times for "next week". Carl did not receive this email. Carole wrote back and asked Summer what the meeting was in reference to. Carole did not know if she could make the meeting and wanted to know if that would be a problem. Summer replied:

> "Ms. Brunsting: To answer your questions – This teleconference meeting is to discuss changes to your Mother's trust. If you are unable to attend, it simply means that you will have no say in what changes will be made. It will not be a problem if you cannot attend. However, Ms. Freed wants to extend the invitation to all Mrs. Brunsting's children."

I did not understand why Carl was not included, since he was executor of our parents' wills and a successor co-trustee of the Brunsting Family Living Trust, as well as one of "Mrs. Brunsting's children".

I wrote Anita that same day and reminded her that she had mentioned that she had a copy of the trust document. I asked if she would scan it and send it to me in the next day or two. I wanted to read it before the conference call. I still had not received anything by October 20, 2010 and was not planning on participating in the conference call without seeing the trust we would be discussing changes to. On October 23, 2010 Anita sent twelve documents in four separate emails (P-7, 5 pgs.). I could not believe my eyes when I started to read what she sent. Apparently the changes to which this conference call was in reference to, which by the way no one would clarify, had to do with changes THAT HAD ALREADY BEEN MADE - WITHOUT NOTICE.

The conference call was held on or about October 25, 2010. Neither Mother nor Carl participated. Anita began by asking how much power she had by virtue of the power of attorney. I wanted to know why someone thought it necessary to convert Carl's and my personal asset trusts, giving Anita and Amy control. Attorney Candace jumped in and said I was not entitled to those document copies, as Mother was the only beneficiary, and

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that Anita should not have sent them in the first place. Amy jumped in and kept screeching that Drina needed to get a job, Carole kept asking her who is going to take care of Carl with Drina working. Finally Amy said I don't care and Carole hung up. The discussion then segued into having Mother declared incompetent. I wanted to know why, and no one would answer. At that point I hung up because the changes had already been made and it appeared there was nothing I could do about it. I am still not sure what the purpose of the call was, other than an attempt to lend some form of legitimacy to the changes that had apparently already occurred.

As I look at the email (P-7, supra) I received regarding this call, neither Carl nor Mother was copied on that communication.

The day after the call I spoke with Mother. She affirmed that she DID NOT know the full implications of what she signed. She said she should have been included on the call. She said that she would not have given Anita the authority to manage Carl's and my money. I told her it seems as though Amy and Anita were conspiring with Attorney Candace to have her declared incompetent so they can take control. She said Anita was driving her crazy. After talking to her for over 30 minutes I realized that she was NOT incompetent, simply left in the dark. I passed this information on to Carole in an email, (P-8, 4 pgs.) to which she replied,

> "Anita is going to be the one responsible for keeping Mother sick because she is such a control freak and will not LET IT GO!! Let Mother decide what she wants to do. It is Mother's money, not ANITA'S and not AMY's."

On or about 11/21/2010, after Anita had taken control of Mother's finances under the power of attorney, Amy apparently received a "gift", allegedly from Mother, of $13,000, and Anita's son Luke apparently received an unknown sum of money for a truck, also allegedly from Mother.

Much later, in March of 2011, I received a phone call from Carole regarding a meeting with Candace at Vacek and Freed. Carole had been asked by Anita to take Mother to sign some papers. During the meeting apparently Candace asked Mother if she REALLY understood what she was being asked to sign. She asked her if she REALLY wanted to disinherit her granddaughter Marta (Carl's daughter) and Mother said emphatically – NO.

On March 8, 2011, Anita emailed (P-9) Amy, Carol and I and wrote

> "I spoke w/mom about the whole situation; she listens to reason and can understand our concerns for Carl, and will sign the changes to the trust next week. I have been very forthright in explaining the changes in the trust to her, and that they would be done in order to minimize any pathway that Drina might have to Carl's money. The changes are not to penalize Carl, but to ensure the money goes for his care. I told her to 'just say No' to Carl or Drina if they brought up the trust or money and to refer them to me. I reminded her that she isn't trustee anymore and doesn't have access to the trust accounts – she seems fine w/everything, and expressed no desire to put Carl

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back on as a trustee. I told her that in the event she did that, that it would not be fair to the rest of us, as we would end up having to deal w/Drina, not Carl. Mom begrudgingly admits to knowledge of the unpleasantness of this whole situation and Drina's past behavior since Carl has been ill, but I think she is really naïve regarding the lengths to which Drina may go through to get Carl's inheritance."

It is difficult from this remote location and from listening to all of the "rumors" to really place validity on any particular claim. But this communication is **very** telling and gives great weight to Carole's concerns about Anita bullying Mother.

On January 8, 2011 I received an email (P-10) from Amy asking for my husband's phone number. She wanted to ask him a question about private investigators. I supplied the number.

In March of 2011 the character assassination of Drina and the rest of us resumed with a vengeance. I am so ashamed that I was a party to any of it, if only to listen to their lies and misplaced judgment. They were so aggressive with their assertions that at times I was convinced that what they were saying was true. They alleged having taped, in-person, conversations between Mother and others, taped telephone conversations between Mother and others, and video of the behavior and actions of others in Mother's house. I was told a private investigator had been hired to follow Drina around. Apparently, a GPS unit was affixed to her vehicle. They would not share this alleged "evidence" in its physical form, they only told me what was said and done. After telling me that my own character was assassinated by Carl in one of the videos, I almost lost my faith and hope that Carl would get his life back and that our brother/sister relationship could someday be renewed. What they were telling me was totally unbelievable and left me feeling devastated and in shock.

At this point Mother's health began to decline rather rapidly. I spoke to her at least once a week on the telephone. Several times neither she nor her caregiver answered the phone when I called. I would then call Carole, Amy, Anita, and the caregivers until I reached someone, only to find out that Mother was in the hospital, AGAIN. I had to drag the phone number to Mother's room out of someone each time, usually getting it from Tino or Robert (my Mother's caregivers), rather than one of my sisters. This happened for the last time on November 8, 2011,(P-11) just three days before Mother passed away. I had been urging them to get her home before it was too late. It now appears that both Carl and I were being purposely prevented from seeing or talking to our Mother in the last days of her life. WHY? On November 11, 2011 Carole called Carl, apparently much to the dismay of Anita, and told him to get to the hospital right away. He arrived just in time to say goodbye to Mother, who he loved very much. I was on my way to Houston, having not been told of the seriousness of her condition until that day, and not having had any opportunity to know where she was or to even have contact with her until it was too late. She died when I was on my way to the airport. Had they been forthcoming and honest with me I would have been there.

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Also around March of 2011, Anita called and said she had "found" some Exxon Mobil stock that was not in the trust. She said Attorney Candace was going to figure out what had to be done to get one half in Dad's side and the other half in Mother's side. Anita said she planned to give us each "gifts" from Mother's share. I did not know the total value of the stock, but I did receive 160 shares on June 15, 2011 (p-12). Apparently Carole also received a "gift", but I do not know how much it was, or what happened to the remainder of the stock. I do know that Carl did not receive any stock, and knew nothing about the "finding" of it until I told him last month.

I recently received copies of two asset schedules from Carl, one dated 2005 (P-13) and one dated 1/27/10. (P-14, 7 pgs.) In 2005 there were 3,522.42 shares of Exxon-Mobil listed. In 2010 there was no Exxon-Mobil listed.

Later, Anita supplied us all, via email, (P-15, 2 pgs.) with a "preliminary tally" of assets as of 1/20/12, with 1,259 shares of Exxon-Mobil listed. I wonder what happened to 2,264 shares between then and now?

I saw Carl and Drina for the first time since our Father's death, at our Mother's funeral. I did not know what to expect. Carl was talking to someone when Drina and I saw each other. In the blink of an eye we were hugging each other and crying. The deep wounds created by what had transpired over the last 16 months immediately began to heal. The bond between Carl, Drina and I was rekindled over the next few days. The difficulty for all of us was coming to grips with the notion that, apparently, behind our backs, Anita had made a concentrated effort to take control of the entire trust, and our individual inheritances, in such a manner that if Carl and I complain about it, she gets to keep it, all the while asserting to others that our Mother made this decision ON HER OWN. I know she did not, because she said so to me on the phone. She took my concern to heart and subsequently sent me a handwritten note saying, again, that it was not true.(P-16, 2 pgs.)

I returned home to California a few days after the funeral. The unexpected time off had disrupted my workflow and I spent the following weeks catching up on things, putting my concerns about the trust and my inheritance aside. I was so happy that Carl was quickly returning to good health and that we were in touch again. All of a sudden the holidays were upon us. I started to miss Mother, a lot. I wondered what was happening with the trust, the house, the life insurance, the farm, the settlement process and so on. I had heard nothing whatsoever for over a month.

I could not sit by and wonder, so I wrote a "Formal Demand for Full and Complete Disclosure and Accounting" letter, dated December 19, 2011, (P-17, 2 pgs) and sent it certified mail to both Amy and Anita, with copies to Carole, Carl, and Candace Freed. Anita signed for hers on December 31, 2011, and Amy signed for hers on January 5, 2012.

The first "trust update" I received was an email from Anita (P-18) on December 20, 2011, prior to her receipt of my demand letter. She advised that the life insurance

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paperwork was being processed. She also said the beneficiaries are entitled to a copy of the trust which we would receive shortly.

On or about December 21, 2011 I received an envelope from Anita containing a copy of the Restatement of The Brunsting Family Living Trust, dated January 12, 2005, and a copy of the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, dated August 25, 2010.
December 28, 2011, Anita emailed me, (P-19) with a cc to Amy, re mom's house, wherein she stated that a realtor had been contacted and they hoped to

> "…get it on the market next week"… "After we get the house sold, we'll figure out the farm and the remaining liquid assets. Just double-checking, you still want to hold onto your portion of the farm right? If so, are you interested in "trading" some of the liquid assets (like your portion of the remaining stock/mutual funds or cash from the sale of the house) for more farmland? I'm just trying to get an idea of what everyone wants."… "We're still working w/ the lawyer to get a final tally of the worth of all the assets, when that's complete, you will get a spreadsheet that lists them."

I am not really sure how I was expected to make a major decision like this without knowing exactly what my assets are.

Being virtually in the dark about everything, I began to have a renewed sense of grave concern about the safety of the trust assets and was compelled to send a "Statutory Demand for Full and Complete Disclosure and Accounting" letter, dated January 3, 2012, (P-20, 4 pgs.) sent certified mail to Anita, with copies going to Amy, Carole, Carl and Mom's trust attorney Candace Freed. Anita's letter was signed for on January 9, 2012. Within that letter I asked her to

> "Please confirm to me in writing, within ten (10) days of your receipt of this demand, that you intend to furnish all of the information requested in this demand on or before the dates specified." "…inform me of the identities and contact information for the Trust Protector and the Special Co-Trustee, in writing, immediately, upon receipt of this demand."

The deadline for confirmation was January 19, 2012. To date I have not received a confirmation.

January 22, 2012, Anita emailed me, with cc's to Attorney Candace and Amy, writing "Attached please find the appointment of successor trustees dated 12/21/10 and Mother's will."

It seems to me I should have received some type of notice, as well as a copy of the appointment document more than a year previous. I was already angered by her blatant disregard of her legal obligations to the beneficiaries thus far and was compelled once

again to write and demand that she carry out the legal obligations of her position as trustee. On January 23, 2012, via email, (P-21, 2 pgs.) I explained that,

> "You received a written demand for disclosure of the identity of the trust protector or the special co-trustee(s) if any. Your lack of disclosure of this basic information, or any expression of good faith, leaves me with concerns that there is something you fear or want to conceal…"

On January 25, 2012 Anita replied, via email, (P-21, supra) with cc's to Attorney Candace and Amy, stating

> "Provisions for the Trust Protector and Special Co-Trustee can be found in the Qualified Beneficiary Designation on pages 15 and 28 respectively."

Directly following this email was a second email from Anita to Carl, Amy, Carole and myself, cc to Attorney Candace, regarding the life insurance money having been received on 1/17/12, eight days prior.

On or about January 23, 2012 I received a certified mail envelope with a cover letter that stated, "Per your request, enclosed please find the trust document regarding the life insurance policy mom and Dad had, as well as their death certificates."

It should be noted that I had requested a copy of this particular document back in March of 2010, almost two years earlier, when I was asked by Anita, the trustee, to sign blank, undated Notification of Demand Right forms.

On January 24, 2012 Anita sent an email (P-22) to Carl, Carol and myself, cc to Attorney Candace, writing

> "Attached please find a preliminary tally of trust assets and expenses (with a list of future liabilities). We are still working with Candace to complete the formal list."

As stated earlier in this affidavit, there appears to be a discrepancy in the amount of some ExxonMobil stock that was "found" not to be in the trust. It had been accounted for in 2005, was not included in an accounting from 2010, and was listed on the "tally" attached (P-15, supra). In 2005 there were 3,522.42 shares listed. The "tally" listed 1,258.91. It seems the beneficiaries have a right to know what happened to the difference. It will be difficult to determine without any accounting records.

I have received no other response to my recent demands for information, no notice, no other copies of trust documents and no expression of good faith.

The law is clear. Trustees have obligations and beneficiaries have rights. I can think of no legitimate purpose for the trustees' breach of their duty to disclose. To date I am in possession of the following documents, some of which were obtained from another

beneficiary and not from the trustees, who still refuse to fully answer, and the bulk of which were obtained from Anita in October 2010.

Ordered by Document Date

AKB denotes documents received via email from Anita on 10/23/10
CHB denotes documents received from Carl in January 2012
All other documents were received from Anita pursuant to my demand letters, and received on the date noted

AKB Quit Claim Deed, State of Iowa, signed by EHB and NEB 10/29/96 and recorded in Sioux County Iowa 11/18/96 (P-23, 7 pgs.), which contained 3 asset schedules, A, B, C, all blank

The Brunsting Family Irrevocable Trust dated February 12, 1997 (life insurance trust) received from Anita on or about 1/26/2011, Anita Kay Riley trustee. (P-24, 53 pgs.)

AKB Affidavit of Trust made 1/12/2005 (only first page) (P-25)

AKB Certificate of Trust dated 1/12/05, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees. (P-26, 2 pgs.)

AKB Certificate of Trust dated 1/12/05, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees UNSIGNED WITH AMY RUTH TSCHIRHART CROSSED OUT (P-27, 2 pgs.)

AKB Affidavit of Trust made 1/12/05, with selected provisions attached, Article IV Our Trustees, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees with Amy Ruth Tschirhart crossed out. (I do not know when it was crossed out – before or after it was signed) (P-28, 32 pgs.)

AKB The Restatement of The Brunsting Family Living Trust, dated 1/12/05, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees with Amy Ruth Tschirhart crossed out. (I do not know when it was crossed out – before or after it was signed) (P-29 102 pgs.)

The Restatement of The Brunsting Family Living Trust, dated 1/12/05, Carl Henry Brunsting and Amy Ruth Tschirhart successor co-trustees with Amy Ruth Tschirhart crossed out. (I do not know when it was crossed out – before or after it was signed), received from Anita Kay Brunsting on or about 12/21/11 (duplication of P-29, printed front and back – copy omitted)

AKB Transfer To Grantor Trust Subject To Withdrawal Contribution Agreement, UNSIGNED, dated 01/12/05 (P-30, 2 pgs.)

AKB Last Will of Elmer H. Brunsting (Pour-Over Will), UNSIGNED, WITH ARTICLE III (Appointment of Personal Representative) redacted, dated 01/12/2005 (P-31, 14 pgs.)

AKB Last Will of Nelva E. Brunsting (Pour-Over Will), UNSIGNED, Elmer H. Brunsting personal representative, Carl Henry Brunsting first alternate, Amy Ruth Brunsting second alternate, Candace Louise Curtis third alternate, dated 01/12/05 (P-32, 11 pgs.)

AKB Living Will also known as the "Physician's Directive" signed by NEB, dated 01/12/05 (P-33, 5 pgs.)

Last Will of Nelva E. Brunsting, signed 01/12/05, EHB personal representative, Carl Henry Brunsting first successor, Amy Ruth Tschirhart second successor, Candace Louise Curtis third successor, received 1/22/12 via email from Anita (P-34, 11 pgs.)

CHB First Amendment to the Restatement to the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, Article IV, Section B amended and attached as Exhibit "A", dated 09/06/07, Carl Henry Brunsting and Candace Louise Curtis successor co-trustees. ***CHB and CLC "shall each have the authority to appoint his or her own successor Trustee by appointment in writing."***, THE FROST NATIONAL BANK alternate (P-35, 2 pgs.)

AKB General Durable Power of Attorney of Nelva E. Brunsting, marked copy, unsigned, and only dated 2010, Anita Kay Brunsting initial agent, Carol Ann Brunsting first successor, Amy Ruth Tschirhart second successor (P-36, 27 pgs.)

CHB Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, executed 6/15/10, in connection with advances against our inheritances AFTER JUNE 1, 2010 (P-37, 3 pgs.)

AKB Information Concerning The Medical Power of Attorney signed by NEB, dated 08/25/10 (P-38, 5 pgs.)

AKB Medical Power of Attorney Designation of Health Care Agent signed by NEB, dated 08/25/10, Carol A. Brunsting appointed, Anita Kay Brunsting first alternate, Amy Ruth Tschirhart second alternate (P-39, 5 pgs.)

AKB Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, signed by Nelva E. Brunsting as Trustee, and Founder and Beneficiary on August 25, 2010. (P-40, 37 pgs.)

Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, signed by Nelva E. Brunsting as Trustee, and Founder and Beneficiary on August 25, 2010, received from Anita Kay Brunsting on or about 12/21/11 (duplication of P-40, printed front and back – copy omitted)

AKB Appointment of Successor Trustees, signed by Nelva E. Brunsting as Founder and Original Trustee, dated 08/25/10, Anita Kay Brunsting and Amy Ruth Tschirhart successor co-trustees, FROST NATIONAL BANK alternate. (P-41, 5 pgs.)

Hand written note from Nelva Brunsting to Candy Brunsting, dated Sunday, referencing trick or treaters' that evening, postmark illegible except for 2010. (P-16, supra)

Appointment of Successor Trustees, marked law firm copy, signed 12/21/10, if NEB resigns as Trustee, Anita Kay Brunsting first successor, Amy Ruth Brunsting second successor, THE FROST NATIONAL BANK third successor; if NEB fails or ceases to serve, Anita Kay Brunsting and Amy Ruth Tschirhart successor co-trustees, THE FROST NATIONAL BANK successor trustee, emailed to me by Anita on 01/22/12 (P-42, 6 pgs.)

CHB Appointment of Successor Trustees, marked law firm copy, signed 12/21/10, if NEB resigns as Trustee, Anita Kay Brunsting first successor, Amy Ruth Brunsting second successor, THE FROST NATIONAL BANK third successor; if NEB fails or ceases to serve, Anita Kay Brunsting and Amy Ruth Tschirhart successor co-trustees, THE FROST NATIONAL BANK successor trustee (duplicate of P-42, copy omitted)

CHB Resignation of Original Trustee, Nelva E. Brunsting, signed 12/21/10, appointing Anita Kay Brunsting as trustee of BFLT dated October 10, 1996, as amended, as well as the subtrusts known as the NEB Survivor's Trust and the EHB Decedent's Trust. (P-43)

CHB Acceptance by Successor Trustee, Anita Kay Brunsting, signed 12/21/10 (P-44)

Certified Death Certificate EHB issued 3/10/2011 received from Anita on or about 1/26/2011, State file number 142-09-043-770

Certified Death Certificate NEB issued 11/18/2011 received from Anita on or about 1/26/2011, State file number 142-11-142-463

I, Candace Louise Curtis, declare under penalty of perjury pursuant to the laws of the United States, that the above declaration of facts is true and correct and based upon personal knowledge, except for those things averred upon information and belief, and as to those things, I believe them to be true as well.

2/20/2012

Candace Louise Curtis, Plaintiff

ACKNOWLEDGMENT

THE STATE OF CALIFORNIA §
§
COUNTY OF §

This instrument was acknowledged before me on this _____ day of February 2012, by Candace Louise Curtis.

Kenny C. Lim, Notary Public

_____
Notary Public – State of California

See Attached California Jurat

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of NAPA

Subscribed and sworn to (or affirmed) before me on this 20th day of FEB, 2012, by

(1) CANDACE LOUISE CURTIS,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____
Signature of Notary Public

KENNY C. LIM
Commission # 1926091
Notary Public - California
Napa County
My Comm. Expires Feb 19, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: AFFIDAVIT OF CANDACE L. CURTIS

Document Date: 2/20/12 Number of Pages: (13)

Signer(s) Other Than Named Above: NONE

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

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JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Candace Louise Curtis

(b) County of Residence of First Listed Plaintiff Contra Costa
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Pro se

DEFENDANTS

Anita Brunsting & Amy Brunsting

County of Residence of First Listed Defendant Victoria
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☒ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☒ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☒ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332 (a) (1) - 28 USC 1332 (b) - 28 USC 1332 (c) (2)

Brief description of cause:
Breach of fiduciary, extrinsic fraud, failure to disclose, failure to notice

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND $ 600,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☑ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 02/21/2012

SIGNATURE OF ATTORNEY OF RECORD

Plaintiff Pro Se

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

TAB 2

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

United States Court of Appeals
Fifth Circuit
FILED
January 9, 2013
Lyle W. Cayce
Clerk

No. 12-20164

CANDACE LOUISE CURTIS,

Plaintiff-Appellant

v.

ANITA KAY BRUNSTING; DOES 1-100; AMY RUTH BRUNSTING,

Defendants-Appellees

Appeal from the United States District Court
for the Southern District of Texas

Before HIGGINBOTHAM, SMITH, and ELROD, Circuit Judges.

PATRICK E. HIGGINBOTHAM, Circuit Judge:

This appeal concerns the scope of the probate exception to federal subject-matter jurisdiction in the wake of the Supreme Court's decision in *Marshall v. Marshall*.[1] The Plaintiff contends that, under *Marshall*, her claims for breach of fiduciary duty against the co-trustees of an inter vivos trust do not implicate the probate exception. We agree.

[1] 547 U.S. 293 (2006).

I.

In 1996, Elmer H. and Nelva E. Brunsting, Texas residents, established the Brunsting Family Living Trust ("the Trust") for the benefit of their offspring. At the time of its creation, the Trust was funded with various assets. Both the will of Mr. Brunsting and the will of Mrs. Brunsting (collectively "the Brunstings' Wills") appear to include pour-over provisions, providing that all property in each estate is devised and bequeathed to the Trust.[2] Elmer H. Brunsting passed away on April 1, 2009, and Nelva E. Brunsting passed away on November 11, 2011. The current dispute arises out of the administration of the Trust.

Candace Curtis, Anita Brunsting, and Amy Brunsting are siblings. In February 2012, Candace Curtis ("Curtis") filed a complaint in federal district court against Anita Brunsting and Amy Brunsting (collectively "the Defendants") based on diversity jurisdiction. In that complaint, she alleged that Anita and Amy, acting as co-trustees of the Trust, had breached their fiduciary duties to Curtis, a beneficiary of the Trust. Specifically, she alleged that Anita and Amy had misappropriated Trust property, failed to provide her documents related to administration of the Trust, and failed to provide an accurate and timely accounting. The complaint alleged claims for breach of fiduciary duty, extrinsic fraud, constructive fraud, and intentional infliction of emotional distress. Curtis sought compensatory damages, punitive damages, a temporary restraining order against "wasting the estate," and an injunction compelling both an accounting of Trust property and assets as well as production of documents and accounting records.

On March 1, 2012, the district court denied Curtis's application for a temporary restraining order and injunction because the Defendants had not

[2] The signed copies of the Brunstings' Wills are not included in the record, but Curtis provided unsigned copies, which we assume match the signed versions that have been admitted to probate.

been served with process. In the order, the district court judged noted that it "appears that the court lacks subject matter jurisdiction over the claim(s) asserted." On March 6, 2012, in response to the lis pendens Curtis had filed related to property in Texas and Iowa, Anita and Amy filed an emergency motion to remove the lis pendens. The motion noted that it was subject to the Defendants' contention that the federal district court lacked subject matter jurisdiction under the probate exception to federal court jurisdiction, an issue that the Defendants said would be raised in a separate Rule 12(b) motion to dismiss. On March 8, 2012, following a telephone conference with the parties, the district court judge entered a *sua sponte* order dismissing the case for lack of subject matter jurisdiction. In doing so, he concluded that the case falls within the probate exception to federal diversity jurisdiction. This appeal followed.

II.

This Court reviews *de novo* a district court's dismissal for lack of subject-matter jurisdiction.[3]

III.

Although a federal court "has no jurisdiction to probate a will or administer an estate,"[4] in *Markham v. Allen*, the Supreme Court recognized that the probate exception does not bar a federal court from exercising jurisdiction over all claims related to such a proceeding:

> [F]ederal courts of equity have jurisdiction to entertain suits 'in favor of creditors, legatees and heris' and other claimants against a decedent's estate 'to establish their claims' so long as the federal court does not interfere with the probate proceedings or assume

---

[3] *Borden v. Allstate Ins. Co.*, 589 F.3d 168, 170 (5th Cir. 2009).

[4] *Markham v. Allen*, 326 U.S. 490, 494 (1946).

> general jurisdiction over the probate or control of the property in the custody of the state court.
>
> Similarly while a federal court may not exercise its jurisdiction to disturb or affect the possession of property in the custody of a state court, it may exercise its jurisdiction to adjudicate rights in such property where the final judgment does not undertake to interfere with the state court's possession save to the extent that the state court is bound by the judgment to recognize the right adjudicated by the federal court.[5]

Sixty years later, in *Marshall v. Marshall*, the Supreme Court expressed concern with lower courts' interpretation of *Markham*, noting that "[l]ower federal courts have puzzled over the meaning of the words 'to interfere with the probate proceedings,' and some have read those words to block federal jurisdiction over a range of matters well beyond probate of a will or administration of a decedent's estate."[6] Thus, the Supreme Court clarified the "distinctly limited scope" of the probate exception,[7] explaining:

> [W]e comprehend the 'interference' language in *Markham* as essentially a reiteration of the guiding principle that, when one court is exercising *in rem* jurisdiction over a *res*, a second court will not assume *in rem* jurisdiction over the same *res*. Thus, the probate exception reserves to state probate courts the probate or annulment of a will and the administration of a decedent's estate; it also precludes federal courts from endeavoring to dispose of property that is in the custody of a state probate court. But it does not bar federal courts from adjudicating matters outside those confines and otherwise within federal jurisdiction.[8]

The *Marshall* Court concluded that the federal district court had subject-matter jurisdiction, and the probate exception did not apply, reasoning: "[The claimant]

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[5] *Id.* (internal citations omitted).

[6] 547 U.S. at 311.

[7] *Id.* at 310.

[8] *Id.* at 311–12.

seeks an *in personam* judgment against [the Defendant], not the probate or annulment of a will. Nor does she seek to reach a *res* in custody of a state court."[9] After *Marshall*, the probate exception only bars a federal district court from (1) probating or annulling a will or (2) "seek[ing] to reach a *res* in custody of a state court" by "endeavoring to dispose of [such] property."[10]

As we see it, to determine whether the probate exception deprives a federal court of jurisdiction, *Marshall* requires a two-step inquiry into (1) whether the property in dispute is estate property within the custody of the probate court and (2) whether the plaintiff's claims would require the federal court to assume *in rem* jurisdiction over that property. If the answer to both inquiries is yes, then the probate exception precludes the federal district court from exercising diversity jurisdiction. Here, we find the case outside the scope of the probate exception under the first step of the inquiry because the Trust is not property within the custody of the probate court.

As a threshold matter, the probate exception only applies if the dispute concerns property within the custody of a state court. The federal court cannot exercise *in rem* jurisdiction over a *res* in the custody of another court. Both of the Brunstings' Wills were admitted to probate after the district court dismissed the case, and probate proceedings are ongoing.[11] However, nothing suggests that the Texas probate court currently has custody or *in rem* jurisdiction over the Trust. It likely does not. Assets placed in an inter vivos trust generally avoid probate, since such assets are owned by the trust, not the decedent, and

---

[9] *Id.* at 312 (internal citations omitted).

[10] *Id.* at 312–13.

[11] At the time the district court dismissed the case, no probate proceedings had been initiated. As such, there was no possibility that the case fell within the probate exception. Nevertheless, we must consider whether, upon remand, the federal district court would have subject-matter jurisdiction now that probate proceedings are ongoing.

therefore are not part of the decedent's estate.[12] In other words, because the assets in a living or inter vivos trust are not property of the estate at the time of the decedent's death, having been transferred to the trust years before, the trust is not in the custody of the probate court and as such the probate exception is inapplicable to disputes concerning administration of the trust. The record also indicates that there would be no probate of this Trust's assets upon the death of the surviving spouse.[13] Finding no evidence that this Trust is subject to the ongoing probate proceedings, we conclude that the case falls outside the scope of the probate exception. The district court below erred in dismissing the case for lack of subject-matter jurisdiction.

IV.

For the reasons set forth above, we REVERSE the district court's dismissal of the case and REMAND for further proceedings. REVERSED AND REMANDED.

---

[12] *See* 3 TEX. PRAC. GUIDE WILLS, TRUSTS, AND EST. PLAN. § 10:83 ("Any property held in a revocable living trust is not considered a probate asset . . . ."); 2 EST. TAX & PERS. FIN. PLAN. § 19:15 ("Avoidance of probate perhaps is the most publicized advantage of the revocable living trust.'"); 18 EST. PLAN. 98 ("Assets in a living trust are not subject to probate administration . . . .").

[13] Any assets "poured over" from the decedents' estates into the Trust would have to go through probate, but that does not change the fact that the Trust property over which the Defendants have been acting as Trustees would not be subject to probate, having been transferred to the Trust prior to the parents' deaths.

TAB 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	*	Civil No. H-12-592
	*	
VERSUS	*	Houston, Texas
	*	April 9, 2013
ANITA KAY BRUNSTING, et al	*	9:50 a.m.

TRO HEARING
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

For the Plaintiff:

Ms. Candace Louise Curtis
Pro Se
1215 Ulfinian Way
Martinez, California 94553

For the Defendants:

Mr. George William Vie, III
Mills Shirley LLP
1021 Main Street
Suite 1950
Houston, Texas 77002

Court Reporter:

Fred Warner
Official Court Reporter
515 Rusk Ave.
Houston, Texas 77002

Proceedings recorded by mechanical stenography, produced by computer aided transcription.

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THE COURT: Good morning. Please be seated.

All right. This is Cause No. 2012-592, Candace Louise Curtis versus Anita K. Brunsting and others.

So let me have an announcement. Is Ms. Curtis in the courtroom?

MS. CURTIS: Yes, Your Honor.

THE COURT: All right. And who is representing the defendants in the case?

MR. VIE: George Vie, Your Honor, for the defendants.

THE COURT: And I gather we have several parties present, correct?

MR. VIE: Yes, Your Honor.

THE COURT: Are these your clients or --

MR. VIE: Yes, Your Honor. Both the defendants are present.

THE COURT: Both defendants.

And who are the defendants other than -- I just show Anita Kay and Amy Ruth. I am sorry. I apologize. You are representing both?

MR. VIE: Yes, Your Honor.

THE COURT: Okay. Very good.

This is Ms. Curtis' application for a temporary restraining order. As you might recall, this case was initially dismissed by the Court with the understanding that,

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or under the understanding that it could not proceed in federal court but must proceed in state court.

The circuit court disagreed with me, and it's back; and now we are charged to proceed forward in this case.

So what I would like to do is, first of all, have Ms. Curtis stand and give me a kind of a factual setting background for what it is that she is seeking, then tell me what she is seeking and see what testimony, if any, we need in order to accomplish that.

So why don't you go ahead take the floor, Ms. Curtis, and tell us how this got started and where we are today.

MS. CURTIS: This got started by my parents, Elmer and Nelva Brunsting, putting together a Brunsting family living trust in 1996 dividing their estate among the five children beneficiaries.

THE COURT: And I see there are the only three children represented. Are there other children that are not included?

MS. CURTIS: Yes, sir. My sister Carole and my brother Carl.

THE COURT: Okay. C-a-r-o-l?

MS. CURTIS: C-a-r-o-l-e and Carl, C-a-r-l.

THE COURT: Well, that C went a long way.

MS. CURTIS: C, C, C and then A, A.

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THE COURT: Went a long way in the family, didn't it?

MS. CURTIS: Yes.

THE COURT: Go ahead please.

MS. CURTIS: So, my father passed away in 2009 in April and --

THE COURT: And would you tell us his name for the record.

MS. CURTIS: Elmer H. Brunsting.

THE COURT: All right.

MS. CURTIS: And in July of 2010 my brother Carl became stricken with encephalitis. And it's a very serious disease. He was in the hospital for several months, part of that time in a coma. And my brother was originally appointed the executor of my parent's estate.

THE COURT: Your brother would be Carl?

MS. CURTIS: Carl. And also a successor/co-trustee of the Brunsting Family Living Trust and any resulting trusts.

In approximately 2007, my mother sent an e-mail to me and asked me if I would mind becoming co-trustee with my brother Carl because my sister Amy was unstable; and she was wondering if I would mind coming to Houston whenever necessary to take care of these things. And I agreed. And that was the last I heard of it.

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Since that time I have received a document, which is the last, first and only amendment that my father and mother both signed to the family living trust appointing Carl and Candace as successor/co-trustees.

THE COURT: Okay. So as it stands now, it is Carl and Candace who would be the co-trustees of the trust?

MS. CURTIS: Yes, Your Honor, yes.

And after my brother became ill, my youngest sister Anita took the opportunity to begin seize control of the trust. She immediately, within three weeks after he became ill --

THE COURT: When did this happen?

MS. CURTIS: In July of 2010.

THE COURT: 2010. He became apparently incapacitated or unable to?

MS. CURTIS: Yes. He was in a coma for several weeks.

THE COURT: Is he still in a coma?

MS. CURTIS: No. He's back at home and doing very well.

THE COURT: Okay. Very good. Go ahead.

MS. CURTIS: And has been.

THE COURT: I will be asking questions of him.

MS. CURTIS: And so, because of things that are just simply judgmental and ugly, my sister began to try to wrest

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control of the trust so that my brother could not have anything whatsoever to do with it. She took his name off the safe deposit box which, according to my father's handwritten letter from 1999, contained all of the information about the family trust, and then some papers were caused to be drawn up. One was a qualified beneficiary designation.

THE COURT: I'm sorry. Was a what?

MS. CURTIS: A qualified beneficiary designation.

THE COURT: All right.

MS. CURTIS: And several other papers were drawn up on August 25th, 2010.

There was no notice given to any of the beneficiaries about this qualified beneficiary designation that was to be prepared and signed. And the only way that I found out about it was to ask my sister Anita for copies of trust documents for me to review for a phone conference that had been called by the trust attorneys that was supposed to include my mother and all of her children. My brother Carl was never notified of this phone conference.

THE COURT: Was he at the time still in a coma or incapacitated?

MS. CURTIS: No, sir. He was not in a coma, but he was still in the hospital.

THE COURT: Okay.

MS. CURTIS: And my mother also was not in on the

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phone call.

So we had the conference call, and they were definitely absent; and the conference call apparently was called to discuss proposed changes to the trust, when in fact the changes had already been made; and as it boiled down to the end and various parties hung up, they were going to try to have my mother declared incompetent because she said that she did not sign the qualified beneficiary designation and that in fact what the qualified beneficiary designation said was not true.

THE COURT: Let me ask you a question before we go forward. What was the purpose -- what did the beneficiaries receive and how were funds, as you understand it, disbursed from the trust prior to this August 25th 2010. How was the trust to be administered?

MS. CURTIS: The trust was to be divided into five personal asset trusts; and I believe that each personal asset trust would have a trustee, but I do not think it was the beneficiary.

THE COURT: Was that to recognize the five children?

MS. CURTIS: Yes.

THE COURT: How was your mother to benefit from this? Was she to get some proceeds out of the funds?

MS. CURTIS: My mother was to benefit from all of the trusts until she passed way.

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THE COURT: Okay. And then these five trusts would --

MS. CURTIS: Whatever was remaining would be divided five equal ways.

THE COURT: Surely.

And then your mother died when?

MS. CURTIS: 11-11-11.

THE COURT: Oh, is that right?

And at that time your father was already deceased?

MS. CURTIS: Yes, Your Honor.

THE COURT: So this telephone conference occurred sometime in August of 2010, just about 14 months prior to her death?

MS. CURTIS: It was in October --

THE COURT: October.

MS. CURTIS: -- of 2010.

THE COURT: About 12 months then, 12 or 13 months prior to her death.

And so go ahead and pick up there.

MS. CURTIS: So, anyway, after the phone conference there was really nothing I could do about anything as far as I could tell; and so, things were relatively quiet until in approximately March of 2011 my sister Anita called and said, "oh, we found some Exxon stock that wasn't in the trust; and

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so, some of it will be gifted, and then the rest of it, the trust attorneys are going to figure out how to get it into the trust."

And so I received 160 shares of that stock. And I was in conversation with sister Carole and was told that she had received some, but she didn't know how much it was because she hasn't opened the envelope.

THE COURT: Was it your understanding that the 160 shares that you received would have been your one-fifth share? Is that the way it was to be --

MS. CURTIS: That's kind of the way I thought about it. Not necessarily my one-fifth share, but that each of us should receive a like amount.

THE COURT: Sure.

All right. Go ahead.

MS. CURTIS: Unbeknownst to me, my sister Carole received 1,300 plus shares and my sister Amy received over 1,000 shares.

I received 160, Anita received 160; but Anita, as power of attorney beneficiary and trustee, having taken over from my mother in December of 2010, was conflicted and not allowed to accept gifts. So she excused it many months after the fact as being a loan, but she's also not allowed to take loans from --

THE COURT: So was she the person doing the

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disbursing of these shares?

MS. CURTIS: Yes, Your Honor, she was.

THE COURT: And she disbursed them in the manner, as you understand it, the way you just described it, giving a couple thousand shares to two of your sisters together?

MS. CURTIS: Uh-huh.

THE COURT: I said "together" meaning added together, and then 160 to you. And what happened, if anything, to do with Carl's share?

MS. CURTIS: He got nothing.

THE COURT: All right. Okay. Go ahead.

MS. CURTIS: So my brother has filed a lawsuit in --

THE COURT: Probate court?

MS. CURTIS: -- state court and also in probate. It's not a lawsuit, but he has filed from probate as defendant executor. And he has gotten pages and pages and pages of information from my sisters in another lawsuit that it was a pre-suit request for depositions to get information in case they were going to file suit.

And they got pages and pages and boxes of information that was not shared with me until March 28th just recently, and this paper here was in some of the documents that they shared with me.

THE COURT: What is the title of it?

MS. CURTIS: This is a computer share. It's a.

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Transfer form. And this is page two of three pages of the transfer form.

THE COURT: Transfer form relating to?

MS. CURTIS: The Exxon/Mobil stock.

THE COURT: Okay.

MS. CURTIS: And so, at the top of the page my sister Anita's 160 shares, and the bottom of the page is my 160 shares.

There is two signatures at the bottom of the page. One is on a W-9 portion, and the other is on, my understanding that the money would be reinvested in the account. These signatures are not my signatures; they're forgeries.

THE COURT: Uh-huh.

MS. CURTIS: I would not have seen these if I had not had this shared with me by my brother.

THE COURT: And you didn't authorize anyone to make those signatures for you?

MS. CURTIS: No, I did not. And I have filed a Securities & Exchange Commission complaint as of last week about this.

THE COURT: All right.

MS. CURTIS: And I have not heard anything from them since that time.

I also have two different --

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THE COURT: Well, let me ask you before you go further. What did you understand to be the access in the trust or the total trust as opposed to the individual five trusts, let's say? What did you understand the gross assets to be? Is that what you set forth in your petition as being the assets.

In 2010, you show -- I don't know if you have your petition there with you, but you showed in 2010 there was Chevron/Texaco, Exxon/Mobil, Edward Jones and a total of $554,000 more or less in the -- I gather is this in the decedent's account.

MS. CURTIS: Actually, this is my Request For Injunction.

THE COURT: Yes, page 3.

MS. CURTIS: Those are just the net changes.

THE COURT: These are what you're calling losses then?

MS. CURTIS: Yes.

THE COURT: So what is the total of the estate? How many? Several million dollars?

MS. CURTIS: The farm itself is close to $3 million, and everything else when my father passed away was about a million-and-a-half.

THE COURT: So, it's increased in value to about --

MS. CURTIS: By virtue of the farm.

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THE COURT: F-a-r-m, farm?
MS. CURTIS: Yes, family farm in Iowa.
THE COURT: That was sold?
MS. CURTIS: No, it was not.
THE COURT: What's on the farm that's increasing these prices? What are they harvesting?
MS. CURTIS: Corn and soybean.
THE COURT: Is that for profit or just simply --
MS. CURTIS: To my understanding we have a lease with the farmer.
THE COURT: Okay. And so lease itself pays a certain amount of money annually or however.
MS. CURTIS: Yes.
THE COURT: Those assets or that money goes into the estate?
MS. CURTIS: I believe so.
THE COURT: And that accounts for some of the increase, as you understand them?
MS. CURTIS: Yes.
THE COURT: All right. So at this point in time, "this point in time" being 2012, there has been a total of 338 or 339,000 in assets removed from the estate, and there is still approximately, as far as you know, three-plus million dollars in the estate?
MS. CURTIS: Yes, Your Honor.

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THE COURT: Now, I want to try to close this out just a little bit by asking you: After you received these documents, I gather -- and when you weren't receiving them, obviously, because I recall you filed a suit, and one of the issues was getting your hands on these documents, and you were not able to get those documents until recently, as I understand it?

MS. CURTIS: The first time I received any information was in April of 2012, yes.

THE COURT: Okay.

And since you received those documents, has the fact that you received those documents confirmed what you believe to be improper practices on the part of your, I gather, on the part of your sister Anita?

MS. CURTIS: Yes, Your Honor.

THE COURT: Is she handling this alone?

MS. CURTIS: To my knowledge she is.

THE COURT: All right. So it's between her and however her lawyers are handling this that you are concerned about?

MS. CURTIS: I assume.

THE COURT: And your brother has a ongoing suit presently ongoing?

MS. CURTIS: Yes, Your Honor.

THE COURT: And what is the status as you understand

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of that suit, as to how long has it been pending and what is status of that suit?

MS. CURTIS: I'm not exactly sure of the dates of how long it's been pending. I think since sometime in February of 2013.

THE COURT: Okay. So several months, but not very long.

MS. CURTIS: Right.

THE COURT: And is he able to get up and about?

MS. CURTIS: Yes.

THE COURT: Where is he now?

MS. CURTIS: At home, I would assume.

THE COURT: And have you communicated with him regarding what his approach is?

MS. CURTIS: Yes, Your Honor. I have.

THE COURT: And, of course, you have not joined his lawsuit?

MS. CURTIS: No, I have not.

THE COURT: And he has not joined in your lawsuit?

MS. CURTIS: No, he has not.

THE COURT: Does he have an attorney?

MS. CURTIS: Yes, Your Honor, he has.

THE COURT: Okay. I gather you now know that some state court, some county court or probate court, someone did something, I gather, to give Anita some authority that you

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did not know she had. Is that what you have come to the knowledge of?

MS. CURTIS: I have come into the knowledge that the purported successor/co-trustees are in fact imposters because the documents that made them successor/co-trustees have digital alterations on them; they have anomalies on the signature pages. I have two different signature pages for the qualified beneficiary designation that were sent to me on two different occasions.

THE COURT: Now, whose signatures would be necessary from your perspective to permit her to go forward? This qualified beneficiary designee, this was supposed to be Anita now?

MS. CURTIS: It was supposed to divide the estate into five different personal asset trusts. Carole, Amy and Anita were going to be trustees.

THE COURT: This was a part of you-all's discussion on the telephone conference as to how this was supposed to work?

MS. CURTIS: Well, I wanted to know how it would put into place in the first place because I never received any notice that this was being contemplated.

THE COURT: Okay.

MS. CURTIS: And come to find out months after the papers were allegedly signed by my mother, my personal asset

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trust and my brother Carl's were put under the control of Amy and Anita.

THE COURT: On what authority or what basis.

MS. CURTIS: I don't know. I don't know.

THE COURT: Okay.

And what happens then or what is happening to those assets?

MS. CURTIS: They're spending them.

THE COURT: Okay. She, Anita, has authority and can spend those proceeds --

MS. CURTIS: Yes, Your Honor.

THE COURT: -- based upon what? Is she considering herself the qualified beneficiary designee or something?

MS. CURTIS: She is considering herself a successor/co-trustee.

THE COURT: Successor/co-trustee.

MS. CURTIS: In place of my mother. She did most of the theft while my mother was still alive when she was acting with my mothers power of attorney. My mother supposedly resigned as trustee on December 21st, 2010, and my sister accepted successor/trustee. And my sister's also a beneficiary, so she's got a conflict of interest there.

THE COURT: So since 2010 you are not aware of, I gather you're saying you're not aware of the division of the estate at least designating your portion as being your full

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one-fifth of the estate?

MS. CURTIS: I have never received a notice.

THE COURT: You are not aware that that has been done. In other words, you don't know that that has been done?

MS. CURTIS: No, I do not.

THE COURT: And you're not in charge of that, those assets?

MS. CURTIS: That's correct.

THE COURT: And so here's my question: What is it that you're seeking by this lawsuit?

MS. CURTIS: I am seeking that my sister and those who have received unfair distributions to return the money.

THE COURT: Okay.

MS. CURTIS: I would like them to pay back all of the interest that was lost on the securities that were cashed in during that 15 months and spent, diverted to other things.

THE COURT: All right.

MS. CURTIS: And I would like it to be divided five ways and for the five beneficiaries to go their separate ways.

THE COURT: And what have you been told, if anything, even today, if anything, that has prevented this from happening?

MS. CURTIS: I have been told nothing.

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THE COURT: And you've talked with their counsel, have you not?

MS. CURTIS: Yes, I have.

THE COURT: And did you ask him about these questions or did you put these questions to him?

MS. CURTIS: No, I did not.

THE COURT: What were you asking? What was the nature of what you all were trying to accomplish as far as this injunction is concerned?

MS. CURTIS: We were trying to come up with a reason why we would not go forward with the injunction hearing. And I had five or six other alternative ways of resolving this. And he left the room to speak to his clients, and they would not agree to them.

THE COURT: What are you seeking now? What are those ways that you are seeking, and what is it that you want to happen here today?

MS. CURTIS: I wanted to have an independent trustee appointed.

THE COURT: All right. And that was refused.

Okay. What else?

MS. CURTIS: I wanted to know who, if any, special co-trustee was appointed as per this qualified beneficiary designation.

THE COURT: I'm sorry. Say that again.

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MS. CURTIS: There was provision in the qualified beneficiary designation for a special co-trustee or a trust protector; and so, I suggested that maybe the trust protector take it over as the trustee.

THE COURT: All right. Okay.

MS. CURTIS: And the other reason was just similar to that. The Court could appoint an independent trustee who the defendants would have to obtain approval for any of their actions.

The Court could enjoin the trustees from acting without approval of the Court or express written approval from all five beneficiaries.

The Court could enjoin trustee from acting unless and until they can show they're in possession of authentic documents by submitting the documents purportedly signed on August 25, 2010 and December 21st, 2010 for a forensic analysis because the copies that we have have all been digitally altered and the signatures are fake.

THE COURT: Okay.

MS. CURTIS: I also asked originally if I could please know the identification and contact information for the trust protector, and I was told that the provisions for the trust protector were at section such and such in the qualified beneficiary designation, but I didn't get a straight answer.

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THE COURT: So there is a document called "qualified beneficiary designation"?

MS. CURTIS: Yes, Your Honor.

THE COURT: And you do or do not have a copy of that?

MS. CURTIS: I do have a copy of it but not with me.

THE COURT: And you have been told that in -- when were you told this, today? When were you told where this provision about the special protector or co-trustee protector was located?

MS. CURTIS: In early 2012.

THE COURT: And you were told where to find it?

MS. CURTIS: I was told where to find the provisions, but I asked for the identity.

THE COURT: Okay. The identity of that person has not been given to you?

MS. CURTIS: That is correct, or if there even is.

THE COURT: If there is such a person.

All right. So that's what you're seeking in terms of your request for benefit -- for the injunction today; is that correct?

MS. CURTIS: Yes, Your Honor. I'm seeking that we stop the bleeding until we can get to the bottom of it.

THE COURT: Have you received any funds from the trust since 2010? I'm talking about since the death of your

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mother.

MS. CURTIS: No, Your Honor. I have not.

THE COURT: You have made it known to -- have you communicated with your sister -- that's Anita, I believe -- about that?

MS. CURTIS: I am not allowed to speak to Anita --

THE COURT: Why not?

MS. CURTIS: Except through her attorneys.

THE COURT: Well, that's untrue. That's your sister.

MS. CURTIS: Well, that's the way I feel about it, but I'm told I'm not allowed to speak to them, and they won't talk to me.

THE COURT: Who told you this? Who told you this, that you can't contact her?

MS. CURTIS: I inferred that from --

THE COURT: Did she tell you that, is what I am asking?

MS. CURTIS: No. She didn't tell me that because she hasn't spoken to me.

THE COURT: Well, have you tried to speak to her?

MS. CURTIS: Yes, Your Honor, I have.

THE COURT: What happens when you try to speak to her?

MS. CURTIS: I call. She doesn't answer. I leave a

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voice mail, she doesn't call me back.

The same thing happened with my other sister Amy. I called and left a voice mail. She did not return my call. This was more than a year ago.

THE COURT: So they refuse to speak to you about this is what you are saying?

MS. CURTIS: Yes, Your Honor.

THE COURT: Go ahead and have a seat. Thank you.

Counsel.

MR. VIE: Yes, Your Honor.

THE COURT: Why can't you come to some accommodation?

MR. VIE: Here's the situation. I just want to give you a little bit of background so that you understand in terms of the exhibits I put before you.

THE COURT: I don't have any exhibits yet. Well, some paper put up here.

Oh, the list. I see.

MR. VIEW: Yes, sir.

THE COURT: I haven't read these.

MR. VIE: Just to provide some assistance in answering your question, Your Honor. Exhibit 1 is a 60-or-so page document. That is the family trust document.

THE COURT: All right.

MR. VIE: And on page 1 of the document it says that

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her father and mother had created a trust, it's an irrevocable trustee, and that the initial trustee shall be Anita Kay. So, Anita is the trustee under this document.

Because you heard a lot about this qualified beneficiary designation.

THE COURT: No. I heard about the co-trustees.

MR. VIE: So I wanted the Court to understand that this document --

THE COURT: Let me ask so we don't go down a rabbit trail. Was there a point in time when Carl was the co-trustee?

MR. VIE: I'm sorry?

THE COURT: Was there a time when Carl, the brother, was the co-trustee?

MR. VIE: I don't know if that -- I don't know with respect to this document if that's correct or not.

I understand that at one point there was a communication from the mother where she considered other family members serving in her role. But the documents that I have given you, the second exhibit that I have given you is where with respect to the mother's living trust while she was alive, she decided to have Anita appointed as her successor trustee instead, and then they created this certificate of trust.

THE COURT: That would have been relative to the

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entirety of the irrevocable trust or was it simply her portion of the assets?

MR. VIE: It was with respect to the living trust that was created when she --

THE COURT: No, no, no. Here's what I am saying. The father is now deceased.

MR. VIE: Yes.

THE COURT: His wife entered into a irrevocable trust, and either he leaves all of you that in the trust to her benefit or his share goes into some other, goes into a trust for the children at that point.

So what happened?

MR. VIE: The father and mother created the irrevocable trust, which I have identified as Exhibit 1.

THE COURT: Okay.

MR. VIE: When the father died, his assets went into this living trust where their mother had assets to the living -- there was a sub trust created, a successor trust and a decedent's trust. The mother had that.

THE COURT: So she has all of the assets at that point?

MR. VIE: Yes. And the mother was able to make gifts and did make gifts to a number of the family members. So when the plaintiff was referencing the $13,000 gift that she received and the others, these were gifts that her mother

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while alive had directed. And my client Anita, as the successor trustee under this appointment, Exhibit 2, would make those transactions occur. But these were gifts from the mother.

And then the mother dies, and this irrevocable trust --

THE COURT: And did the mother die, according to what Ms. Curtis is saying, in December more or less, I guess?

MR. VIE: November of 2010, Your Honor.

THE COURT: November of 2010, okay.

MS. CURTIS: 2011.

THE COURT: 2011.

MR. VIE: 11-11-2011.

THE COURT: Right.

MR. VIE: After that point, then Anita as trustee prepares a schedule of the estate, the context of the mother, and that money was going into the family trust; and that's one of the exhibits that she's attached.

THE COURT: Well, wait a minute. What money is going into the family trust? Because now this trust, the trust that exists that is handling all this is the mother's living trust, right?

MR. VIE: No, Your Honor. When she died, the living trust no longer exists.

THE COURT: Oh, obviously.

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But before that, all of the assets were going into the living trust for the mother.

MR. VIE: Right.

THE COURT: And now the mother dies in November of 2011, and then what happens?

MR. VIE: Then we have the family trust, and there is created again a sub trust of a survivor's trust and the decedent's trust.

THE COURT: And the family trust now reverts back to the irrevocable trust?

MR. VIE: Yes, Your Honor.

THE COURT: And in the irrevocable trust or in that trust there is a provision that says how those, how that trust is to be divided into five distinct trusts for the children?

MR. VIE: My understanding is that there is a document under this complicated plan by which each of the individual beneficiaries, the five children, the four daughters and the son, they would have these asset trusts. Those trusts have not been created.

THE COURT: Well, I am asking whether or not as a part of the -- as to your understanding, you have read it, is that a part of what the family trust required as far as you know? You said there's a document like it's some separate thing.

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MR. VIE: Well, there's a -- I understand, Your Honor.

It's a rather long document. I understand and agree we are that the conclusion of this trust now at this point is to divide the assets to the five beneficiaries, and then each of their assets go into these asset trusts.

THE COURT: Separate and distinct from each other and for the benefit of each of the designated beneficiaries.

MR. VIE: Yes.

And as the plaintiff suggested, I believe the situation is that her trust, for example, she is not a trustee. One of her siblings is the trustee.

THE COURT: Even after it's divided off and given to her?

MR. VIE: Yes. And in these asset trusts, other members --

THE COURT: So someone who has a trust, like Anita herself, would have her own separate and distinct assets?

MR. VIE: Yes, sir.

THE COURT: And she'd be in charge of her own assets?

MR. VIE: No, no. There would be -- somebody else would be the trustee.

THE COURT: Of all of these five trusts?

MR. VIE: Yes -- no, of each.

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THE COURT: Who is "someone else?" I mean --

MR. VIE: Well, for example, Carl's could be Anita and Amy's could be Carole.

THE COURT: But the documents say how this happened, though.

MR. VIE: These trusts have not been created yet. There has been no distribution.

THE COURT: I understand that. You are telling me that, but I am trying to find out whether or not the creation of these trusts require these beneficiaries to have someone else in charge of their money.

MR. VIE: That is my understanding. And she can correct me if I am wrong, and my clients can correct me as the trustees if I'm wrong.

THE COURT: So Anita -- somebody would be in charge of Anita's?

MR. VIE: Yes. That's right.

THE COURT: And then somebody else would be -- and Anita would be in charge of somebody else's?

MR. VIE: That's my understanding.

THE COURT: And these kids -- and they're not kids anymore, but these five siblings would be at each other's throats for the rest of their lives because --

MR. VIE: No. They'd each have their own --

THE COURT: Well, no. They got them, but they're

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not in charge of it, is what I understand.

MR. VIE: All right.

THE COURT: That's what I am trying to say. In other words, I'd have to call my sister to get my money.

MR. VIE: What I know about the asset revocable -- the asset trust is they have not been created yet.

As the Court heard, there are two lawsuits. There is this lawsuit and there is her brother's lawsuit. We are not parties to her brother's lawsuit. Her brother's lawsuit is brought in his capacity as the executor of his father's and mother's estates. It's in Harris County District Court. We're not parties to it.

THE COURT: Well that would be either the product of a will being probated --

MR. VIE: Yes, sir.

THE COURT: -- or it would be the product of an intestate proceeding. Which is it?

MR. VIE: The will has been probated.

THE COURT: So there is a will probate separate and apart from the trust?

MR. VIE: Yes, Your Honor.

THE COURT: And how does that overlay on the trust since all of the assets are in the trust?

MR. VIE: Well, I don't know that it overlays; but what I am trying to suggest to the Court is: One, since the

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mother died, there has been no distributions to anyone, not --

THE COURT: I get that. I am trying to figure out --

MR. VIE: Since you haven't seen the distribution, I wanted the Court to understand that no one has.

THE COURT: But somebody got some money out of it or there has been a loss in value to the trust itself.

MR. VIE: She says that the stock that was invested with the brokerage houses may have lost money, is one of the things that she suggested in her motion.

THE COURT: Right.

MR. VIE: My point was to suggest that there has been no distributions since the mother died from the trust that Anita is the trustee for to anyone.

THE COURT: And you said the one that Anita is in charge of. What is Anita in charge of?

MR. VIE: Exhibit 1.

THE COURT: Okay. The entirety?

MR. VIE: Yes, sir.

THE COURT: That's what I am trying to get to.

MR. VIE: Yes.

THE COURT: Okay.

MR. VIE: And it's unlikely there will be any distributions until both this suit is resolved and her

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brother's suit that he brought.

THE COURT: Well, this suit might resolve it. That's not their concern.

But what I am trying to find out is whether or not in the -- the question I was trying to get back was in the Carl's suit, I guess in probate court, whether or not that suit, which did not come up in the responses in the way that I understood it, whether or not that suit that impact whether or not this Court should be proceeding with this trust.

MR. VIE: No, Your Honor.

THE COURT: So it's separate and apart since the probate's completed.

MR. VIE: The probate has been filed. The suit is brought by him in his capacity as executor.

THE COURT: Is he without bond and independent?

MS. CURTIS: Yes.

MR. VIE: He's an independent executor. He is bringing the suit against the attorneys.

THE COURT: So he doesn't need to do anything else other than file it and do this accounting and all of that and then do whatever the will tells him to do.

MR. VIE: The litigation that he has brought is against the attorneys that created these trusts.

THE COURT: That's not even -- that's separate and

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distinct from this lawsuit.

MR. VIE: Okay.

THE COURT: And it's separate and distinct from the estates because that's a malpractice lawsuit.

MR. VIE: Yes, sir.

THE COURT: Okay. So I am not concerned about that at all.

I was trying to make sure when he brought his suit, he was not simply arguing that somehow Anita had finagled her way into this position and she had squandered certain assets and then we've got these parallel lawsuits.

MR. VIE: I understand, Your Honor. And that was my point as well was to let you know that we are not parties to that litigation, it's not a claim in that litigation as the claims are --

THE COURT: And neither is the plaintiff here a party to that litigation.

MR. VIE: That is correct, Your Honor.

THE COURT: Okay.

So, the only suit that's pending dealing with the assets of these parent's estate is this lawsuit.

MR. VIE: Yes, Your Honor.

THE COURT: All right.

So what the plaintiff is saying on page 3 of her petition having to do with the December dates of 10, 12

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and so on and what she considered to be "losses of the estate" are losses that I gather are decreases in assets that would be attributable to movement in the market.

MR. VIE: That is the specific. And, Your Honor, you are referring to the complaint or to the motion that has been filed for temporary relief?

THE COURT: I'm looking at the motion right now. That should be Instrument No. 35.

MR. VIE: Yes. With respect to that, there is an argument being made there that there has been a loss and it is the result of the investment of the securities.

THE COURT: You made a comment earlier that until the other lawsuit and this lawsuit is resolved. That lawsuit has nothing at all to do with the resolution of this estate.

MR. VIE: Well, I --

THE COURT: I'm telling you that.

MR. VIE: Okay.

THE COURT: There is nothing that should -- there is nothing going on in Carl's suit that prevents these parties from following what they have been instructed to follow in the trust document.

MR. VIE: Okay. I understand if that's the Court's direction.

THE COURT: Is there something that I am missing?

MR. VIE: Not that I am aware of, Your Honor.

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THE COURT: That's a malpractice suit. And they get some money out of it, either he gets it or maybe he distributes it among his brothers and sisters, but it doesn't have anything to do with the distribution of this estate.

MR. VIE: My understanding -- the reason that I understood the case to be differently is that I understood that the purpose of the litigation that he had brought in state court was claiming that the attorneys who created these trusts had done so improperly so that we were in a situation in which we are here before this Court, and the Court is suggesting we should wind this thing up and distribute to all the beneficiaries.

THE COURT: It's going to be wound up. It's going to be wound up in this court.

Here's what I'm suggesting. I am suggesting that this will not become a feast and famine, feast for the lawyers and famine for the beneficiaries in this Court where we are sitting around churning the time out and the parties are charging out of that lawsuit, defense of that lawsuit, which you are not doing, apparently, unless -- are you the lawyer that created the trust?

MR. VIE: No, Your Honor.

THE COURT: So that's a separate law firm.

MR. VIE: Yes, Your Honor.

THE COURT: Yeah. So there is no reason for you to

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be or your firm to be involved in the expenditure of that, of monies out of that lawsuit.

MR. VIE: And we aren't, Your Honor.

THE COURT: And there is no reason for Ms. Curtis to be concerned about spending money out of her assets for that lawsuit.

MR. VIE: Understand.

THE COURT: So, you can distribute what you got whether you get some more or not. It doesn't require -- this is not a probate where you got to gather everything together because everything is together.

MR. VIE: Okay.

THE COURT: The entire estate is together.

MR. VIE: Yes, Your Honor.

THE COURT: And if there is a lawsuit, and it's questionable whether or not Curtis has a lawsuit or not because he wasn't the creator and the payor for that creation of that trust.

So, the point I am making is, obviously he had no contractual relationship with the firm, and it's going to be seriously flawed -- seriously difficult for him to sue for malpractice when he wasn't -- when there is no attorney/client relationship.

MR. VIE: Understood, Your Honor.

THE COURT: So, the point I'm getting to here is

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under this trust that is situated here, what my plaintiff, Ms. Curtis, I believe is saying is that she is, these assets are not being distributed, and she's of the opinion that there is something untoward going on, whether that's true or not.

MR. VIE: Yes, Your Honor.

THE COURT: And that there is no reason why she should be standing out in the field trying to get information about this trust and the distribution of these assets when she is equally entitled to any and all information just like Anita or anybody else.

MR. VIE: I understand that.

THE COURT: So, what is it then that prevents these parties from right now settling this suit?

MR. VIE: From settling it?

THE COURT: Yes. All they got to do is distribute the assets.

MR. VIE: Two things, Your Honor. And it's just my observation, because obviously the Court does not have to agree with me.

THE COURT: Sure.

MR. VIE: I provided the underlying documents that support the schedule that the plaintiff has attached to this motion for temporary relief. I have given her yesterday, in response to her request for production, some 5,000 pages.

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She has told me that she wants to examine those, all of those underlying documents, stock transfers, checks and everything else.

You have heard from the plaintiff that she believes this very instrument is false.

THE COURT: "This very instrument" meaning the family trust?

MR. VIE: Family trust. That it's a forgery or that documents have been forged.

And I have offered, in response to the request for production, to make the originals, which I understand the trust attorney, those attorneys in the other lawsuit, to make those available for inspection and copying so that she can see them and satisfy herself that the underlying trust is in fact a legal and appropriate trust.

THE COURT: Okay.

MR. VIE: So that was one of the --

THE COURT: And that the signatures have not been forged or at least they're original signatures.

MR. VIE: Yes. In other words, one problem of trying to settle the disposition of the trust today is that the plaintiff disputes the accuracy of the accounting and the accuracy and legitimacy of the trust.

THE COURT: Right.

MR. VIE: And so, that was one issue.

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The second issue, respectfully, is that I understood that given that the Harris County litigation contested the accuracy and validity of the trust, that again there was a risk of inconsistent positions if we were to treat the trust as valid and fund this while they litigated over in Harris County.

THE COURT: They don't have jurisdiction over there. I do. That's what the circuit court has told me. And that's the part that you said I might disagree; and you're right, I do.

I would not sit here and wait on somebody Harris County to figure out whether or not they have jurisdiction over an issue, which they do, but they don't have jurisdiction of the assets.

MR. VIE: I wasn't thinking as much of the jurisdiction, Your Honor, as I was thinking of the risk of inconsistent judgments. In other words --

THE COURT: Not if I get it resolved, there won't be any inconsistent to resolve.

If they get it resolved, then it probably won't be inconsistent because I'm obligated and then obliged to follow at least theoretically the findings of any court of competent jurisdiction.

MR. VIE: Yes, Your Honor.

And the third issue, which I don't think would

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give the Court pause but is something I thought of, is the fact that all the beneficiaries are not parties to this litigation.

THE COURT: That won't bother me at all because I do have authority and jurisdiction over the person who you tell me has the duty and the responsibility to act.

MR. VIEW: So those are my --

THE COURT: That's it.

So, I want this resolved within 90 days. And if I have to appoint a trustee or somebody to handle this and get it done, I'll do it. It will cost the estate. And if I find that there has been mischief, it is going to cost individuals. And that will be a separate and distinct hearing.

So what I am telling the parties, and I am saying to you and to all those who have ears to hear, that this matter is going to get resolved. It's not going to turn into one of these long, drawn-out episodes like the ones we see on TV that go on for years where lawyers make money and people walk away broke.

MR. VIE: Yes, Your Honor.

THE COURT: Who is doing the accounting in this process? Has anybody put their arms around the assets and made any accounting at all?

MR. VIE: There is a CPA in Iowa that prepares the

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tax returns each and every year for the estate, and we are getting --

THE COURT: How they get in Iowa? Is that where the family was from originally?

MR. VIE: The parents, yes, Your Honor. And the farm, as you heard, is in Iowa.

THE COURT: Okay.

MR. VIEW: And so, there is a CPA who has been involved throughout this period and files the trust income tax returns, and he is available.

MS. CURTIS: I object to that.

THE COURT: Hold on.

Go ahead.

MR. VIE: I think I have answered the Court's question.

THE COURT: Yes.

MR. VIEW: And would have the most, would have the best familiarity beyond --

THE COURT: How much money does he generally charge for his annual -- I guess he does his annual filings of reports. Is this something that's pretty cursory or --

MR. VIEW: I'm sorry. And there is a distinction. The documents that are attached as the schedule in that accounting that are attached to the motion that has been filed for injunctive relief, temporary schedules.

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THE COURT: Those were prepared?

MR. VIE: By the defendant, by Anita in her capacity as trustee.

THE COURT: Okay.

MR. VIEW: I was responding to the Court's question in terms of who's the best person that could get their hands around it and that type of thing.

The CPA in Iowa obviously has to know all of the information available to the trust so that he can file the tax returns. He also pays and makes sure that the profits --

THE COURT: Then that might not be a good thing for me because I don't have jurisdiction over him.

MR. VIE: Okay.

THE COURT: But what I wanted to know was whether or not there was a person here locally, since I believe the defendants are here locally. They don't have a local CPA who is in charge of the estate.

MR. VIE: That's correct, Your Honor.

THE COURT: That would be Anita herself.

And then as far as the tax returns and all that annually which goes on, whether you got money or not, that would be done by the accountant in --

MR. VIE: Sioux City, Iowa.

THE COURT: Yeah, in Iowa.

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And excuse me. What were you about to say? You disagree with what, Ms. Curtis?

MS. CURTIS: I disagree with allowing Rick Rickers, who is --

THE COURT: Is that the attorney?

MS. CURTIS: -- our cousin. He's the accountant in Iowa.

THE COURT: He's your cousin?

MS. CURTIS: He's our cousin.

THE COURT: Okay.

MS. CURTIS: He is also apparently the manager of the farm, and he began to file the tax returns --

THE COURT: I've already said probably enough to give you some pause, to allay those concerns. But these are other reasons why he should not be doing accounting. He has a conflict of interest.

MS. CURTIS: One reason why he should not be doing the accounting is because I have reason to believe that the farm lease, taking it away from the buyers, who were my father's very close friends, was notarized with a signature that was not my father's. I have not been able to look at that yet. I only have emails that purport that, but I would like to get copies of those.

THE COURT: Let me address a couple of things.

First of all, when we don't have information,

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we can imagine a lot of things that may or may not be true, Okay?

MS. CURTIS: Yes.

THE COURT: That could be. I mean, all kind of thoughts and ideas go through our head when they don't have the information.

Here's what this Court cannot do. This Court cannot chase after each of your concerns. You have got enough money, you can hire anybody you want to do any kind of investigation you want done.

What I intend to do based upon the mandate from the circuit court is to try to address the concerns that you have. And they just can't be accusations, and I don't have any interest -- when I say I don't have any interest, I have an interest in outcomes, but I don't have an interest in the case so that I'm supposed to be doing things that would accomplish something for you except upon your filed documents. It's in your best interest, and I think I talked to you on the phone conference --

MR. VIE: Yes.

THE COURT: -- with both of you on the phone as well, that really this is not a matter that you should be trying to handle yourself. You should hire an attorney to do it for you, or at least part of it for you.

Now, I believe that it's in the Court's best

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interest to preserve the assets of the estate and to bring to a point a going-forward process that this Court appoint someone to do an accounting of the assets and then make that accounting to the Court.

Now, you don't have to agree with me, but it's going to be an accounting of what the assets are. Whether something has been taken or mismanaged or mishandled is not going to be a part -- that's not the kind of accounting that's going to go on here.

What is, and that is what's invested, where it's invested and how it's invested is going to be the Court's concern. Once that accounting is in place, the question is whether or not the Court is going to be required or whether or not Ms. Brunsting will go forward in her capacity or not.

If she fails, then the Court will direct or put someone else in that position to do that, to move into this area or division so that the assets can be distributed or whatever beneficiaries. That's where I am in this case, and that's where the circuit court I believe has me. So I think it's in all of our best interest to appreciate this process.

In light of that, the Court is of the opinion that there are no expenditures that should be made unless they're made upon the approval of the Court. So, in other words, if Mr., up in Utah --

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MR. VIEW: Iowa.

MS. CURTIS: Rickers in Iowa.

THE COURT: Mr. Rickers needs to pay the farmer. We used to call those sharecroppers sort of. It's a kind of a sharecropper thing where someone comes in farms the land and you get a percentage of it. If Mr. Rickers and the sharecroppers and others need to pay out bills and things, they should be petitioning the Court for that. That's where we are now.

We're at a point where I'm going to have to take charge in order to make sure that what I am doing has sanctity and has, well, trust going forward. What I am going to do is simply to try to make sure that the parties are all going to have equal standing and footing in this process. So that's part of what I am going to do. I'm going to enter an injunction in that regard.

Now, anybody who claims they want to bill the estate for something, whether it's lawyers or not, I am concerned about whether or not your bill should be paid by the estate because of this circumstance.

MR. VIE: I understand.

THE COURT: If the parties are going to agree, if the parties are going to come together and agree that your fee should be paid, then we should then move to a situation where we have a mediator in place or a designee in place who

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will then make sure that if Ms. Curtis needs counsel, she can get that. That equally would be paid out of the estate.

It would not include Curtis because I am not going to be involved in the litigation of whether or not this is a good trust or not. I'm going to presume that it's a good trust, and I am going to go forward from there. If Curtis proves otherwise, he can get that money from the lawyers, and that would be certainly to his advantage or benefit.

MS. CURTIS: Are you talking about my brother Carl?

THE COURT: Yes. I said Curtis. I meant Carl. I apologize. You can see I'm struggling here.

MS. CURTIS: Too many C's.

MR. VIE: For the record, is it 90 days, Your Honor?

THE COURT: Yeah. I said we should try to wrap this up in 90 days, but I believe that if I appoint -- and you can suggest someone. I don't know if you know someone. Just give me a couple names. If not, I will designate someone to do this and enter an order to that effect.

It may be that because of the lack of trust that it may not need to be, unless both of you are designating somebody that you can agree upon, it may be better for me to have some person independent of the sides unless you all can agree upon the person or firm that should take care of this business.

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MR. VIE: So we will get together and try to arrive at an agreed CPA that could provide the accounting the Court requests.

THE COURT: Sure. And we have a lot of them here in Houston just like we got -- I don't know anybody in California, but I want somebody I have got some jurisdiction over.

MR. VIEW: So if we're unable to do so we'll notify the Court we were unable to reach an agreement?

THE COURT: Sure. And you need to do that by the end of the week.

MR. VIEW: Yes, Your Honor.

THE COURT: You are going to be here what, today?

MS. CURTIS: I leave at 4:00 o'clock.

THE COURT: 4:00 o'clock today. Well, then you need to talk fast and see if you all can agree. Maybe you should talk over lunch. That way you can kind of size each other up. Eating together sometimes brings out good things.

And so, if you will do that by the end of the week, I will then prepare an order entering a temporary retraining order against the expenditure of any funds. Notice will be not just to you but to you in terms of Anita because I think she holds the purse in this situation. If there is any money to be paid to anybody up in Utah or anyplace else, she would be person who would authorize it or

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do it.

The accountant isn't do it, as I understand it, right?

MR. VIE: No. He is just preparing the necessary documents.

THE COURT: Right. So the purse strings here in Houston, she can certainly prepare through you whatever documents are necessary for parties to be paid.

MR. VIEW: Yes, Your Honor.

THE COURT: And then hopefully that report can get done in 30 or 40 days, and then we can have a hearing. If there is some dispute about summary areas of the report, we can have a hearing about that. If there is a memorandum or recommendation as relates to how to go forward with this "asset trust," that is the distribution, we can do that.

If the parties can reach an accommodation as to how those assets ought to be dealt with, how silent a trust and they all sign off on it, we can do that. It's just a matter of how you want to do it. The trust is not going to control unless you want it to control at this point.

MR. VIE: Yes, Your Honor.

THE COURT: Under the circumstances, it seems to me there's going to be a continuous bickering and mistrust.

Anything else?

MS. CURTIS: No, Your Honor.

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MR. VIEW: No, Your Honor.

THE COURT: Let me have Ms. Anita Brunsting come forward.

Good morning. Did you drop something on your foot?

MS. BRUNSTING: I broke my foot.

THE COURT: Raise your right hand.

Do you solemnly swear or affirm that any testimony you will give in this case will be the truth, the whole truth, nothing but the truth so help you God?

MS. BRUNSTING: I swear.

THE COURT: You've heard the discussion here in the courtroom, have you not?

MS. BRUNSTING: (Indicating in the affirmative.)

THE COURT: And I know that you have got counsel, and you can speak with him about the implications and concerns that the Court has about making sure that the assets are accounted for. And you certainly can work through him on any matters that you need to address to the Court. And, of course, counsel understands that he is to communicate both with the Court and with Ms. Curtis on any matters that he is presenting to the Court.

Is there any question about anything I have said -- I don't mean disagreement because you can certainly disagree with me about anything -- but is there any question

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that you might have about anything I've said that you need me to answer, or certainly you have your attorney present.

MS. BRUNSTING: I need the trust account to pay. I've got the forms from the CPA. Can I move forward on that?

THE COURT: I think you should probably file a short motion and simply serve a copy of it on opposing counsel, Ms. Curtis, and forward it with a short order to me, and that wouldn't be a problem. This should be based upon the tax forms.

MR. VIE: Yes, sir.

And in terms of notice to the Court -- I'm sorry, not notice to the Court, the Court directing notice, do I notify the other beneficiaries?

THE COURT: Absolutely.

MR. VIE: Okay.

THE COURT: Even though they're not a party, they are beneficiaries and we should keep them in the loop.

MR. VIEW: I just wanted to bring that up.

THE COURT: Yeah. Should be in the loop because it doesn't make sense for us to have to go back and pull them forward a month.

MR. VIE: I will prepare appropriate submissions for payments that I would like. If the Court will approve it, then the trustee will make the payments.

THE COURT: Are these to be paid on or before April

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15th or is there another cycle?

MS. BRUNSTING: No, by April 15th.

THE COURT: All right. So either they will get to me on Thursday or whatever, and I'll sign off on them, on the motion and the order, and that shouldn't be a problem.

You are not going to have to liquidate any assets to deal with that, are you?

MS. BRUNSTING: No. We have a checking account with enough that I can pay it.

THE COURT: Right.

MS. BRUNSTING: What about any incoming? The farm is rented, so we get a check twice a year.

THE COURT: Your function and role is to make those deposits as they come in.

MS. BRUNSTING: So I can continue to deposit them?

THE COURT: Continue depositing. All I am trying to do is control the outgo. What comes in as an expense is what counsel needs to see, and they have a proper and appropriate motion.

And if these things come in -- if this is a once a month kind of sit down and write out the bills kind of thing, then that's the way he should probably handle it. At some point just sit down and you prepare a list of things that you need to have done and certainly provide the forms or whatever you need.

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MR. VIE: Yes, Your Honor.

MS. BRUNSTING: Okay.

THE COURT: All right. Thank you very much.

All right, counsel. That's all I have. And I'll prepare an order and get it out perhaps by tomorrow afternoon. There should not and in my opinion will not need to be a bond posted. These are parties of equal status as it relates to the assets, so no bond is going to be required.

I think, Ms. Curtis, you need to follow my advice. At some point consider getting an attorney, someone you trust to work with you, all right.

Okay. Thank you very much.

MR. VIE: Thank you, Your Honor.

(Conclusion of Proceedings)

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CERTIFICATION

I, Fred Warner, Official Court Reporter for the United States District Court for the Southern District of Texas, Houston Division, do hereby certify that the foregoing pages 1 through 53 are a true and correct transcript of the proceedings had in the above-styled and numbered cause before the Honorable KENNETH M. HOYT, United States District Judge, on the 9th day of April, 2013.

WITNESS MY OFFICIAL HAND at my office in Houston, Harris County, Texas on this the 5th day of August, A.D., 2013.

Fred Warner, CSR
Official Court Reporter

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TAB 4

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS,	§	
	§	
Plaintiff,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, *et al*,	§	
	§	
Defendants.	§	

MEMORANDUM AND ORDER
PRELIMINARY INJUNCTION

I. INTRODUCTION

Before the Court is the *pro se* plaintiff's, Candace Louise Curtis, renewed application for an *ex parte* temporary restraining order, asset freeze, and preliminary and permanent injunction [Dkt. No. 35]. Also before the Court is the defendants', Anita Kay Brunsting and Amy Ruth Brunsting, memorandum and response to the plaintiff's renewed motion [Dkt. No. 39]. The Court has reviewed the documents presented, including the pleadings, response and exhibits, received testimony and arguments, and determines that the plaintiff's motion for a temporary injunction should be granted.

II. BACKGROUND

A. Procedural Background

The plaintiff filed her original petition on February 27, 2012, alleging that the defendants had breached their fiduciary obligations under the Brunsting Family Living Trust ("the Trust"). Additionally, the plaintiff claimed extrinsic fraud, constructive fraud, intentional infliction of emotional distress, and sought an accounting, as well as a

recovery of legal fees and damages. The Court denied the plaintiff's request for a temporary restraining order and for injunctive relief. However, concurrent with the Court's order denying the relief sought by the plaintiff, the defendants filed an emergency motion for the removal of a *lis pendens* notice that had been filed by the plaintiff on February 11, 2012, prior to filing her suit.

The defendants sought, by their motion, to have the *lis pendens* notice removed in order that they, as the Trustees of the Trust might sell the family residence and invest the sale proceeds in accordance with Trust instructions. After a telephone conference and consideration of the defendants' argument that the Court lacked jurisdiction, the Court concluded that it lacked jurisdiction, cancelled the *lis pendens* notice, and dismissed the plaintiff's case.

The plaintiff gave notice and appealed the Court's dismissal order. The United States Court of Appeals for the Fifth Circuit determined that the Court's dismissal constituted error. Therefore, the Fifth Circuit reversed the dismissal and remanded the case to this Court for further proceedings. This reversal gave rise to the plaintiff's renewed motion for injunctive relief that is now before the Court.

B. Contentions of the Parties

The plaintiff contends that she is a beneficiary of the Trust that the defendants, her sisters, serve as co-trustees. She asserts that, as co-trustees, the defendants owe a fiduciary duty to her to "provide [her] with information concerning trust administration, copies of trust documents and [a] semi-annual accounting." According to the plaintiff,

the defendants have failed to meet their obligation and have wrongfully rebuffed her efforts to obtain the information requested and that she is entitled.

The defendants deny any wrongdoing and assert that the plaintiff's request for injunctive relief should be denied. The defendants admit that a preliminary injunction may be entered by the Court to protect the plaintiff from irreparable harm and to preserve the Court's power to render a meaningful decision after a trial on the merits. *See Canal Auth. of State of Fla. V. Calloway*, 489, F.2d 567, 572 (5th Cir. 1974). Rather, the defendants argue that the plaintiff had not met her burden.

III. STANDARD OF REVIEW

The prerequisites for the granting of a preliminary injunction require a plaintiff to establish that: (a) a substantial likelihood exists that the plaintiff will prevail on the merits; (b) a substantial threat exists that the plaintiff will suffer irreparable injury if the injunction is not granted; (c) the threatened injury to the plaintiff outweighs the threatened harm that the injunction may do to the defendants; and, (d) granting the injunction will not disserve the public interest. *See Calloway,* 489 F.2d at 572-73.

IV. DISCUSSION AND ANALYSIS

The evidence and pleadings before the Court establish that Elmer Henry Brunsting and Nelva Erleen Brunsting created the Brunsting Family Living Trust on October 10, 1996. The copy of the Trust presented to the Court as Exhibit 1, however, reflects an effective date of January 12, 2005. As well, the Trust reveals a total of 14 articles, yet Articles 13 and part of Article 14 are missing from the Trust document. Nevertheless, the Court will assume, for purposes of this Memorandum and Order, that the document

presented as the Trust is, in fact, part of the original Trust created by the Brunstings in 1996.

The Trust states that the Brunstings are parents of five children, all of whom are now adults: Candace Louise Curtis, Carol Ann Brunsting; Carl Henry Brunsting; Amy Ruth Tschirhart; and Anita Kay Brunsting Riley. The Trust reflects that Anita Kay Brunsting Riley was appointed as the initial Trustee and that she was so designated on February 12, 1997, when the Trust was amended. The record does not reflect that any change has since been made.

The plaintiff complains that the Trustee has failed to fulfill the duties of Trustee since her appointment. Moreover, the Court finds that there are unexplained conflicts in the Trust document presented by the defendants. For example, The Trust document [Exhibit 1] shows an execution date of January 12, 2005.[1] At that time, the defendants claim that Anita Kay served as the Trustee. Yet, other records also reflect that Anita Kay accepted the duties of Trustee on December 21, 2010, when her mother, Nelva Erleen resigned as Trustee. Nelva Erleen claimed in her resignation in December that she, not Anita Kay, was the original Trustee.

The record also reflects that the defendants have failed to provide the records requested by the plaintiff as required by Article IX-(E) of the Trust. Nor is there evidence that the Trustee has established separate trusts for each beneficiary, as required under the Trust, even though more than two years has expired since her appointment.

[1] It appears that Nelva Erleen Brunsting was the original Trustee and on January 12, 2005, she resigned and appointed Anita Brunsting as the sole Trustee.

In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account. However, the Trustee shall not borrow funds, engage in new business ventures, or sell real property or other assets without the prior approval of the Court. In essence, all transactions of a financial nature shall require pre-approval of the Court, pending a resolution of disputes between the parties in this case.

The Court shall appoint an independent firm or accountant to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. The defendants are directed to cooperate with the accountant in this process.

It is so Ordered

SIGNED on this 19th day of April, 2013.

Kenneth M. Hoyt
United States District Judge

TRUE COPY I CERTIFY ATTEST:
DAVID J. BRADLEY, Clerk of Court
By _____ 7/26/19
Deputy Clerk

TAB 5

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS Individually and as Co-Trustee **Plaintiff,** **VS.** **ANITA KAY BRUNSTING, AMY RUTH BRUNSTING, CAROLE ANN BRUNSTING, CANDACE L. KUNZ-FREED, ALBERT E. VACEK, JR., VACEK & FREED, PLLC, THE VACEK LAW FIRM, BERNARD LILSE MATHEWS III, AND DOES 1 - 94** **Defendants.**	§ § § § § § § § § § § § § §	**CIVIL ACTION NO. 4:12-CV-00592**

ORDER PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 53, APPOINTING WILLIAM G. WEST AS MASTER TO PERFORM AN ACCOUNTING

(Relates to Docket No. 47)

For the reasons set forth in the Court's Order entered on April 29, 2013 and appearing as Docket Entry No. 47 in the above-styled case, the Court finds that the issues in dispute require an accounting, that such an accounting will be helpful to the Court's consideration of the issues in dispute and the resolution of the case, that the appointment of a master to prepare such an accounting is necessary and in the best interests of all parties, and that the parties failed to timely designate a party to prepare such an accounting as expressly instructed by the Court. The Court further finds that as evidenced by the Affidavit of William G. West, that there are no grounds under 28 U.S.C. § 455 that would disqualify William G. West from serving as a master in this case. It is therefore Ordered as follows:

1. William G. West ("West") is hereby appointed as master pursuant to Rule 53 of the Federal Rules of Civil Procedure, and is to proceed with all reasonable diligence.

2. The parties shall have ten (10) days from the entry of this order in which to file any objections to the appointment of West. Any such objection(s) may include a request for a hearing.

3. West's duties are to undertake an analysis of the Brunsting Trust, including, but not limited to, its books and records and thereafter create an accounting of the income and expenses of the trust since December 21, 2010. In order to aid in West's performance of said duties, the parties shall comply with all of West's reasonable requests for information and/or assistance.

4. West shall be authorized to communicate *ex parte* with the Court or any of the parties.

5. West shall complete his investigation and submit his report(s) directly to the Court by July 31, 2013 or on such other date(s) as the permitted by the Court. West will provide copies of the report(s) to other parties only as directed by the Court. The report shall contain a summary of the activities undertaken by West, the detailed accounting information described in paragraph 3 above, and an invoice for all of West's compensation, expenses, and attorneys' fees. West shall retain all files related to his investigation for a period of 3 years after the submission of his final report(s).

6. West shall be compensated at an hourly rate of $260.00 and any staff working directly under his supervision will be charged at their regular rates (staff rates are currently $95.00-$230.00 per hour). West shall also be entitled to recover all expenses and attorneys' fees incurred and related to his appointment by the Court. The parties shall bear the cost of West's compensation, expenses, and attorneys' fees. The Court shall have the right to allocate all such compensation, expenses, and attorneys' fees as appropriate, and regardless of any such allocation West shall be entitled to recover all of his compensation, expenses, and attorneys' fees from the Brunsting Trust, and shall be entitled to payment of all such compensation, expenses, and attorneys' fees directly from the Brunsting Trust immediately upon the completion of his work.

7. West shall be granted all of the powers and authority proscribed in Rule 53(c) of the Federal Rules of Civil Procedure.

8. West has been appointed to prepare his report(s) for the Court and not for any of the parties. Therefore, West is accountable only to the Court. As such, West is entitled to and hereby granted the same judicial immunity as this Court itself, and West shall not be responsible to any party provided his report is made in good faith. Further, in the event that any claims are asserted against West related to his appointment, investigation, and/or preparation of his report(s), West shall be entitled to a defense and indemnity, to be allocated and funded in the same manner as his compensation described in paragraph 5 above.

SIGNED on this 9th day of May, 2013.

THE HONORABLE KENNETH M. HOYT,
UNITED STATES DISTRICT JUDGE

TAB 6

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
CANDACE LOUISE CURTIS	§	**CIVIL ACTION NO. 4:12-CV-592**
Plaintiff	§	
	§	
VS.	§	
	§	
ANITA KAY BRUNSTING, et al,	§	
Defendants	§	

REPORT OF MASTER

ACCOUNTING OF INCOME/RECEIPTS AND EXPENSES/DISTRIBUTIONS OF THE BRUNSTING FAMILY LIVING TRUST FOR THE PERIOD DECEMBER 21, 2010 THROUGH May 31, 2013

Report of William G. West, CPA
William G. West, P.C.

Dated July 31, 2013

REPORT OF ACCOUNTING OF INCOME/RECEIPTS AND EXPENSES/DISTRIBUTIONS OF THE BRUNSTING FAMILY LIVING TRUST

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Exhibits

1. Statement of Income/Receipts and Expenses/Distributions for the period December 21, 2010 through May 31, 2013
2. Detail of Accounts for the period December 21, 2010 through May 31, 2013
3. Stock Distribution Analysis

I. Introduction

On February 27, 2012, Candace Curtis filed a pro se complaint in the United States District Court for the Southern District of Texas, alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud and intentional infliction of emotional distress, alleging that the Brunsting Defendants acting as trustees for their parents' trust, failed to notice her of actions affecting her beneficial interests, refused to provide copies of non-protected trust instruments and refused to account for trust assets, or to report on any other acts of administration. On March 8, 2012, Plaintiff's complaint was dismissed under the probate exception to federal diversity jurisdiction. The Plaintiff filed a notice of appeal. On January 30, 2013, the Fifth Circuit Court of Appeals reversed the dismissal. On April 19, 2013, the District Court issued a memorandum and order for preliminary injunction. In the order, the Court ordered the appointment of an independent firm or accountant to gather the financial records of the trust and provide an accounting of the income and expenses of the trust since December 21, 2010. The defendants were ordered to cooperate with the accountant in the process. On May 9, 2013, the Court ordered the appointment of William G. West as master to perform an accounting. Though the injunction order was signed in April, the master received substantial records through May 31, 2013, and has used that date as the ending date for the report. Therefore, the report covers the time period of December 21, 2010, through May 31, 2013, except for any periods for which information was not received as noted later in this report.

II. Time Line of Records Received

On or about April 18, 2013, the accounting firm of William G. West, P.C., C.P.A. ("West") was contacted by the court concerning the preparation of the report contained herein since the parties to the suit had not mutually agreed upon the selection of an accountant. After discussing the case with the Judge and a conflict check, West agreed to accept the appointment. West then instructed his attorney to draft and prepare an order appointing him as master to perform an accounting of the income and expenses of the trust since December 21, 2010. This order was signed on May 9, 2013. Shortly thereafter, West reviewed the court docket and read certain pleadings filed in the case. On May 22, 2013, West contacted the attorney for the defendants, Mr. George Vie ("Vie"), to schedule a meeting to discuss the records and the collection of them. On May 29, 2013, West went to Vie's office for the meeting. At the meeting West was given a box of paper records containing bank statements, brokerage statements, statements for dividend reinvestment accounts and tax returns. He was also given a CD which were said to contain pdf copies of most of these records. West was also given a listing of records being turned over and those statements missing or not yet obtained. West was told the missing records were in the process of being obtained. West also requested copies of any electronic accounting or bookkeeping files the defendants may have for the trust. Subsequently, on or about June 4, 2013, West was emailed some Quicken accounting program files which he was able to successfully download and open in order to review. On or about June 6, 2013, West received additional records from Vie. During this time West contacted the plaintiff to discuss the case with her and request copies of any records of the trust she may have in her possession. Towards the end of June, West

contacted Vie for an update on the status of the receipt of missing records which had yet to be produced. Additional records were promised in the near future. On or about July 1st West received emails from the plaintiff containing pdf copies of various records. West found, that for the most part, he had these records already from Vie (the plaintiff had told West beforehand that most of the records she had, in fact, came from the defendants' attorney, except some her brother had given her). On July 5th Vie sent additional records to West (and pdf copies of same on CD). After review of these records received on July 5th, West sent an email to Vie inquiring as to when additional records would be received. West specifically addressed his concern that there were many bank disbursements for which he had no copies of cancelled checks or paid bill invoices to document said disbursements. On July 15, 2013, West sent another email addressing this same issue and received a letter from Vie in explanation of certain distributions. On July 24, 2013, Vie forwarded several more missing bank statements. Up until the submittal date of this report, West communicated with Vie for clarification on certain deposits or disbursements.

III. Work Performed by Accountants

Upon receipt of the first batch of records from Vie, West had his staff reconcile the paper records received with those in pdf on the CD and with the scheduled listing of records turned over and those not yet turned over. When the Quicken files were received and opened, they were download, reviewed and converted into excel spreadsheets for use by West's staff. It is West's opinion that the Quicken files kept by the defendant(s) were more for use as an electronic checkbook to keep bank balances as opposed to a more fully integrated bookkeeping system. To some extent the Quicken files did serve as

an outline for the subsequent work done by West. West set up a client account in QuickBooks to serve as an accounting database to compile the income and expense report for the trust. Once the chart of accounts was set up, all of the cash receipt and cash disbursement activity reflected on the Quicken files and bank statements were entered into QuickBooks. Some of the disbursements Pfrom the bank accounts did not have cancelled checks associated with the bank statements. A great many disbursements did not have support to document them reflecting the recipient, what was being paid for and the like. West had to rely on descriptions he found in the Quicken records, bank statements or elsewhere in the documents given to him. West has also relied on information/explanations supplied to him in a letter by the defendants' attorney dated July 15, 2013. In summary, West was not given unrelated third party documentation for many of the disbursements run through the bank accounts. The entry of these receipts and disbursements was extremely time consuming; Approximately a thousand entries were made into the QuickBooks database in order to record them. These entries were made only after reviewing related documents provided and ascertaining how best to record the entries. Additionally, paid bills or invoices, if present for reviewing, were compared to the bank disbursements.

West was also given brokerage account statements for three Edward Jones accounts and twelve dividend reinvestment accounts for either Chevron or ExxonMobil. West's staff had to do a reconciliation of monthly or quarterly reports for each account and/or transfers between them. This activity was entered via journal entries. The entry of these stock type accounts was also extremely time consuming, approximately five hundred entries were made into the QuickBooks database in order to record them after a careful

review and analysis of the respective account statements covering a two and a half year time frame. Numerous work papers were prepared to analyze: 1. transfers between accounts; 2. stock dividends reinvested; and, 3. stocks which were either sold or distributed.

West has used his best judgment in classifying the receipts and disbursements into account categories on the income and expense report. West requested that the defendants provide him with all the accounting information of the trust(s) and he is relying upon the belief they have complied and there are no other available records to be turned over. West has relied on the information given to him and interpreted as best he could. West reserves the right to amend the report as needed as new and additional information becomes available.

IV. Summary of Accounts Reviewed

For the purposes of this Report, the following bank and stock accounts activity for the applicable periods have been recorded for the preparation of the income and expense report contained herein:

Bank of America account # [redacted]-1143

Bank of America account # [redacted]-3523

Bank of America account # [redacted]-8577

Bank of America account # [redacted]-9546

Bank of America account # [redacted]-6643

Bank of America account # [redacted]-3536

Edward Jones account # [redacted]5-1-6

Edward Jones account # [redacted]6-1-9

Edward Jones account # [redacted]9-1-8

Chevron dividend reinvestment account (Bank of New York)

Chevron dividend reinvestment account # C[redacted]9415

Chevron dividend reinvestment account # C[redacted]9407

Chevron dividend reinvestment account # C[redacted]9423

John Deere dividend reinvestment account

ExxonMobil dividend reinvestment account # C[redacted]0102

ExxonMobil dividend reinvestment account # C[redacted]6261

ExxonMobil dividend reinvestment account # C[redacted]6287

ExxonMobil dividend reinvestment account # C[redacted]7769

ExxonMobil dividend reinvestment account # C[redacted]7777

ExxonMobil dividend reinvestment account # C[redacted]3319

ExxonMobil dividend reinvestment account # C[redacted]3301

V. Report Exceptions and Missing Documents

In our review, we noted that we did not receive copies of approximately thirteen checks. We relied upon other information provided by the defendants to reflect the payee and categorize the type of expense incurred. We were supplied with a limited number of paid bills and invoices supporting many of the disbursements and payments made. Again we relied on the various types of information provided to us to categorize the type of expense paid. We did not receive monthly statements for payments made on a Bank of America credit card. These payments are reflected in summary on the report (Exhibit 1) and also in

the detail of accounts (Exhibit 2). The categorization of these payments can be amended should the statements and supporting documents be received.

The following account statements were not received and the activity for the periods has not been recorded in the report:

Bank of America checking accounting #[redacted]-9546, 12/14/2011 to 5/31/13.

Edward Jones account #[redacted]5-1-6, 4/26/2013 to 5/31/2013.

Chevron dividend reinvestment account #[redacted]9423 12/31/2011 to 5/31/2013

ExxonMobil dividend reinvestment account #[redacted]6287 9/30/2012 to 5/31/2013

John Deere dividend reinvestment account (summary provided, but no monthly reports)

Met Life dividend reinvestment account (summary provided, but no monthly reports)

VI. Stock Distributed/Dividend Reinvestment Account Information

During the period, a number of Dividend Reinvestment Accounts ("DRP") were maintained. The information we received included accounts with Chevron Corporation ("CVX") shares, Exxon/Mobil Corporation ("XOM") shares, Deere and Company ("DE") shares and MetLife Inc ("MET") shares. When shares were distributed to the beneficiaries or parties in interest, the transaction was accounted for on the QuickBooks database at the fair market value at the time of the distribution or transfer. The fair market value was determined from historical records of stock prices at the close of the date of the transaction. These amounts may or may not be the actual amounts realized by the individuals receiving the stock. Please refer to Exhibit 3 in relation to this section.

At the beginning of the review period, there were 1,292.2088 shares of CVX and 4,010.20048 shares of XOM according to the records we received. According to account information provided to us 95 shares of MET were attributable to the estate and 9.5807 shares of DE were never transferred to the Nelva Brunsting Survivor's Trust.

During the review period, 675 shares of CVX were transferred as follows:

Anita Brunsting received 135 shares
Ann Brunsting UGMA received 135 shares
Jack Brunsting UGMA received 135 shares
Katie Riley UGMA received 135 shares
Luke Riley received 135 shares.

During the review period, 2,675 shares of XOM were transferred as follows:

Amy Brunsting received 1,120 shares
Carole Brunsting received 1,325 shares
Anita Brunsting received 160 shares
Candy Curtis received 160 shares.

Dividends were reinvested in stocks purchased at the fair market values at the time of the transactions as follows:

CVX shares purchased were 84.83095
XOM shares purchased were 60.51429
DE shares purchased were 0.04946

Partial shares were sold as follows:

XOM shares sold were 0.79847
DE shares sold were 0.9117

612 CVX shares were maintained in an account not under control of Anita Brunsting at the beginning of the review period, but were eventually transferred into the main CVX DRP account. A final accounting of 37.131 shares of CVX stock could not be determined since reports after 12/31/2011 were unavailable for one of the DRP accounts.

4.42786 shares of XOM were unaccounted for because reports after 9/30/2012 were unavailable from one of the DRP accounts.

95 shares of MET were attributed to the trust information, however the only reports reflecting information on these shares were dated late in the review period and did not show whether the shares were available to the estate at the beginning of the period.

Only 0.04946 shares of DE were attributed to the estate at the end of the period. No reports reflected the balance as of the beginning of the period and 8.669 shares were not accounted for during the period.

At the end of the review period, 1,276.88344 shares of CVX, 1,300.25643 shares of XOM, 0.04946 shares of DE and 95 shares of MET were available to the trust.

VII. Comments on Certain Accounts

In the Income/Receipts section of the report there are accounts titled *Long Term Capital Gains– Funds and Short Term Capital Gains– Funds.* These amounts do not represent sales made by the Trust, per se, but rather sales of securities made by stock or bond funds held in the Trust accounts and then passed on to the Trust.

In the Expense/Distributions section of the report there is an account titled *Cash/Check to Family Members*. This account represents cash, checks, electronic fund transfers paid or sent to family members or payments made for the benefit of family members, as best as West could ascertain. In Exhibit 2, the detail of accounts, there is a

listing of the payments found that fit this account category. In the information provided to West, *many* of the payments are noted as *reimbursement* to family members for expenses (trustee fees, legal fees, repairs, work performed, etc.) incurred on behalf of the trust and are noted as such in the memo section of the detail of accounts. Also the July 15, 2013, letter from Vie in explanation of certain distributions is referenced here in regard to certain distributions. It is important to note this section lists distributions out of bank accounts to or for the benefit of family members. It does not list distributions of stock which are listed separately in the last section of the Statement of Income/Receipts and Expenses/Distributions and the related Section VI above and in Exhibit 3.

An account titled *Payments to Credit Cards* is included in the Expense/Distributions section of the report. This account reflects payments made on credit cards for which we could not find supporting documentation *or* ascertain how the amounts should be allocated to other Expense/Disbursement accounts. Section V above addresses Bank of America credit card payments and lack of statements and supporting documents. There were also payments to a Bluebonnet credit card account (also referenced as "Cardmember Services" in information given to us), for which we were given monthly statements and some supporting documentation. Due to the general lack of supporting documents for these payments they have been placed into this account.

VIII. Summation

In this case I have been asked to prepare an accounting to help the Court consider the issues in dispute. I have undertaken an analysis of the books and records provided to me. It

is my belief that all my requests for information from the various parties were reasonable and that I made it clear I wanted all available records. This report has been based on all records received to date. The report can be amended should additional records be received if so directed by the Court. This report has been made in good faith.

Respectfully submitted on this 31st day of July, 2013.

William G. West



12345 Jones Rd., Suite 120
Houston, TX 77070

EXHIBIT 1

Brunsting Family Living Trust

Statement of Income/Receipts & Expenses/Disbursements

December 21, 2010 through May 31, 2013

Income/Receipts	
Farm/Rental Income	$127,790.41
Investment Income	
Dividend Income	28,321.46
Interest Income	3,085.05
Long Term Capital Gains - Funds	1,047.31
Short Term Capital Gains- Funds	489.10
Stock Sales less Broker Fees	183,662.79
Total Investment Income	216,605.71
Miscellaneous Income	6,460.73
Pension Income	8,303.58
Proceeds from Sale of Home	433,392.05
Social Security Income	17,800.00
Tax Refunds	19,816.87
Total Income/Receipts	830,169.35
Expenses/Disbursements	
Automobile Expense	2,965.76
Bank & Brokerage Charges	8,540.62
Checks/Cash to Family Members	108,924.91
Dues and Subscriptions	278.47
Food/Dining/Groceries	5,958.67
Funeral	3,556.29
Household	1,237.20
Insurance Expense	4,737.88
Lawn Care	1,262.00
Legal Fees	36,312.44
Medical Expenses	
In Home Care	119,232.61
Medical Supplies	65.47
Medical Expenses - Other	2,568.98
Total Medical Expenses	121,867.06
Miscellaneous Expenses	6,753.72
Office Supplies	63.70
Payments to Credit Cards	
Bank of America Credit Cards	14,042.99
Bluebonnet Credit Union Cred Cd	11,986.96
Total Payments to Credit Cards	26,029.95

Brunsting Family Living Trust
Statement of Income/Receipts & Expenses/Disbursements
December 21, 2010 through May 31, 2013

Personal Care	798.14
Pet Care	
Pet Food and Supplies	69.68
Veterinary Expenses	1,976.24
Total Pet Care	2,045.92
Postage	78.15
Professional Fees	7,563.86
Repairs and Maintenance	783.31
Supplies	29.83
Taxes	
Taxes - Federal	53,416.00
Taxes - Property	9,811.99
Taxes - State	4,793.00
Total Taxes	68,020.99
Telephone Expense	4,519.17
Utilities	
Cable TV	776.41
Electricity	2,259.90
Gas	942.66
Water	2,537.22
Total Utilities	6,516.19
Total Expenses/Disbursements	418,844.23
Net of Income/Receipts & Expenses/Disbursements	411,325.12
Less Stock Distributed to Family Members	
Value of Stock Transferred Out	298,976.80
Net of Income/Receipts & Expenses/Disbursements Less Value of Stock Distributed	**$112,348.32**

EXHIBIT 2

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Ordinary Income/Expense							
Income							
Farm/Rental Income							
General Journal	3/1/2011	EJ20120458		Invest inc - Farm	Nelva	15,540.40	15,540.40
General Journal	9/29/2011	EJ20120476		Farm inc - invest inc	Nelva	15,510.00	31,050.40
General Journal	10/5/2012	EJ20120442		Farm Rent	Elmer	26,437.50	57,487.90
General Journal	1/11/2013	EJ20120437		Farm Rent	Elmer	13,902.51	71,390.41
General Journal	3/2/2013	EJ20120450		Farm Rent	Elmer	29,962.50	101,352.91
General Journal	3/5/2013	EJ20120438		Farm Rent	Elmer	26,437.50	127,790.41
Total Farm/Rental Income						127,790.41	127,790.41
Investment Income							
Dividend Income							
General Journal	12/21/2010	EJ20101223		Dividends on Capital Income Builder Fund A	Survivor	60.19	60.19
General Journal	12/22/2010	EJ20101212		Dividends on Dodge & Cox Intl Stock Fund	Elmer	368.36	428.55
General Journal	12/22/2010	EJ20101212		Dividends on Dodge & Cox Income Fund	Elmer	325.77	754.32
General Journal	12/27/2010	EJ20101213		Dividend on Investment Co of America Cl F1	Elmer	112.43	866.75
General Journal	12/27/2010	EJ20101213		Dividend on Pioneer Fund Cl Y	Elmer	62.73	929.48
General Journal	12/28/2010	EJ20101214		Dividend on New World Fund Cl F1	Elmer	77.32	1,006.80
General Journal	12/30/2010	EJ20101215		Dividend on Oppnhmr Cmd Strat Ttl Rtn Cl Y	Elmer	200.58	1,207.38
General Journal	12/31/2010	EJ20101216		Dividend from Oppenheimer Intl Bond Fund Y	Elmer	33.39	1,240.77
General Journal	12/31/2010	EJ20101216		Dividend on Money Market	Elmer	0.01	1,240.78
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in Fed Money Market Instl Cl	Elmer	0.05	1,240.83
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in DWS Small Cap Value Fund Instl	Elmer	4.39	1,245.22
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in ING Global Real Estate Fund I	Elmer	146.39	1,391.61
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in JPMorgan Core Bond Fund	Elmer	78.79	1,470.40
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in JP Morgan High Yield Fd	Elmer	35.40	1,505.80
General Journal	1/3/2011	EJ20110105		Dividends Reinvested in T Rowe Price New Inc Fd	Elmer	73.83	1,579.63
General Journal	1/28/2011	EJ20110128		Dividends on Dow Chemical Co	Survivor	24.60	1,604.23
General Journal	1/31/2011	EJ20110130		Dividends on Stryker Corp	Survivor	33.51	1,637.74
General Journal	2/1/2011	EJ 20110201		Dividends on Deere & Co Stk	Survivor	573.65	2,211.39
General Journal	2/1/2011	EJ20110201		Dividends from JPMorgan Core Bond Fund	Elmer	75.01	2,286.40
General Journal	2/1/2011	EJ20110201		Dividends from JPMorgan High Yield Fund	Elmer	31.82	2,318.22
General Journal	2/1/2011	EJ20110201		Dividends from Oppenheimer Intl Bond Fund	Elmer	26.65	2,344.87
General Journal	2/1/2011	EJ20110201		Dividends from T Rowe Price New Income Fund	Elmer	63.83	2,408.70
General Journal	3/1/2011	EJ20110301		Dividends on JPMorgan Core Bond Fund	Elmer	73.22	2,481.92
General Journal	3/1/2011	EJ20110301		Dividends on JPMorgan High YieldFd	Elmer	28.77	2,510.69
General Journal	3/1/2011	EJ20110301		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	25.14	2,535.83
General Journal	3/1/2011	EJ20110301		Dividends on T Rowe Price New Income Fund	Elmer	66.69	2,602.52
General Journal	3/7/2011	EJ20110304		Dividend on Investment Co of America Cl F1	Elmer	81.32	2,683.84
General Journal	3/10/2011	EJ20110321		Dividends on Chevron Corp	Survivor	66.96	2,750.80
General Journal	3/11/2011	DR12110301		Dividends on Chevron Stock	Family	930.39	3,681.19
General Journal	3/21/2011	EJ20110322		Dividends on Capital Income Builder Fund A	Survivor	40.69	3,721.88
General Journal	3/25/2011	EJ20110307		Dividends on Columbia Mid Cap Value Fd Cl Z	Elmer	5.86	3,727.74
General Journal	3/25/2011	EJ20110307		Dividends on DWS Small Cap Value Fund Instl	Elmer	29.55	3,757.29
General Journal	3/25/2011	EJ20110307		Dividends on Pioneer Fund Cl Y	Elmer	55.34	3,812.63
General Journal	3/28/2011	EJ20110309		Dividends From Thornburg Invt Value Fd	Elmer	4.67	3,817.30
General Journal	3/29/2011	EJ20110310		Dividends from Dodge & Cox Income Fund	Elmer	273.60	4,090.90
General Journal	3/30/2011	EJ20110311		Dividends on T Rowe Price Equity Fd	Elmer	68.64	4,159.54
General Journal	4/1/2011	EJ20110401		Dividends on JPMorgan Core Bond Fund	Elmer	75.49	4,235.03
General Journal	4/1/2011	EJ20110401		Dividends on JPMorgan High Yield Fd	Elmer	33.22	4,268.25
General Journal	4/1/2011	EJ20110401		Dividends on Oppenheimer Intl Bond Fund	Elmer	26.87	4,295.12
General Journal	4/1/2011	EJ20110401		Dividends on T Rowe Price New Income Fund	Elmer	66.69	4,361.81
General Journal	4/4/2011	EJ20110402		Dividends on ING Global Real Estate Fund I	Elmer	54.86	4,416.67
General Journal	4/29/2011	EJ20110425		Dividends on Stryker Corp	Survivor	33.62	4,450.29
General Journal	4/29/2011	EJ20110425		Dividends on Dow Chemical Corp	Survivor	24.60	4,474.89
General Journal	5/2/2011	EJ20110501		Dividends on Deere & Co	Survivor	435.05	4,909.94
General Journal	5/2/2011	EJ20110501		Dividends on JPMorgan Core Bond Fund	Elmer	73.68	4,983.62
General Journal	5/2/2011	EJ20110501		Dividends on JPMorgan High Yield Fd Select	Elmer	34.05	5,017.67
General Journal	5/2/2011	EJ20110501		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	27.64	5,045.31
General Journal	5/2/2011	EJ20110501		Dividends on T Rowe Price New Income Fund	Elmer	72.37	5,117.68
General Journal	6/1/2011	EJ20110601		Dividends on JPMorgan Core Bond Fund	Elmer	75.94	5,193.62
General Journal	6/1/2011	EJ20110601		Dividends on JPMorgan High Yield Fund	Elmer	33.56	5,227.18
General Journal	6/1/2011	EJ20110601		Dividends on Oppenheimer Intl Bond Fund	Elmer	26.54	5,253.72
General Journal	6/1/2011	EJ20110601		Dividends on T Rowe Price New Income Fund	Elmer	66.95	5,320.67
General Journal	6/10/2011	EJ20110622		Dividend Reinvestment on XOM Stk 7777	Survivor	461.53	5,782.20
General Journal	6/10/2011	EJ20110622		Dividend Reinvestment on CVX Stk	Nelva	547.75	6,329.95
General Journal	6/10/2011	EJ20110622		Dividend Reinvestment on CVX Stk 9415	Elmer	461.45	6,791.40
General Journal	6/13/2011	EJ20110602		Dividends on Investment Co of America Cl F1	Elmer	81.34	6,872.74
General Journal	6/23/2011	EJ20110603		Dividends on Columbia Mid Cap Value Fd Cl Z	Elmer	13.58	6,886.32
General Journal	6/24/2011	EJ20110605		Dividends on Pioneer Fund	Elmer	70.20	6,956.52
General Journal	6/28/2011	EJ20110608		Dividends on Dodge & Cox Income Fund	Elmer	264.88	7,221.40
General Journal	6/29/2011	EJ20110609		Dividends on T Rowe Price Equity Income Fd	Elmer	83.36	7,304.76
General Journal	7/1/2011	EJ20110701		Dividends on JPMorgan Core Bond Fund Select	Elmer	71.68	7,376.44
General Journal	7/1/2011	EJ20110701		Dividends on JPMorgan High Yield Fd Select	Elmer	30.38	7,406.82
General Journal	7/1/2011	EJ20110701		Dividends on Oppenheimer Intl Bond Fund	Elmer	27.12	7,433.94
General Journal	7/1/2011	EJ20110701		Dividends on T Rowe Price New Income Fund	Elmer	70.47	7,504.41
General Journal	7/5/2011	EJ20110702		Dividends on ING Global Real Estate Fund I	Elmer	52.94	7,557.35
General Journal	8/1/2011	EJ20110801		Dividends on Deere & Co	Survivor	254.20	7,811.55
General Journal	8/1/2011	EJ20110801		Dividends on JPMorgan Core Bond Fund Select	Elmer	69.82	7,881.37
General Journal	8/1/2011	EJ20110801		Dividends on JPMorgan High Yield Fd Select	Elmer	31.82	7,913.19
General Journal	8/1/2011	EJ20110801		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	27.92	7,941.11
General Journal	8/1/2011	EJ20110801		Dividends on T Rowe Price New Income Fund	Elmer	69.49	8,010.60
General Journal	9/1/2011	EJ20110901		Dividends on JPMorgan Core Bond Fund Select	Elmer	73.97	8,084.57
General Journal	9/1/2011	EJ20110901		Dividends on JPMorgan High Yield Fd Select	Elmer	32.63	8,117.20
General Journal	9/1/2011	EJ20110901		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	25.71	8,142.91
General Journal	9/1/2011	EJ20110901		Dividends on T Rowe Price New Income Fund	Elmer	70.82	8,213.73
General Journal	9/9/2011	EJ20110136		Exxon Invest Inc	Survivor	274.01	8,487.74

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General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of XOM Stk 7777	Survivor	313.80	8,801.54
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of Chevron Stk	Nelva	28.50	8,830.04
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of Chevron Stk 9415	Elmer	465.04	9,295.08
General Journal	9/19/2011	EJ20110904		Dividends on Investment Co of America Cl F1	Elmer	83.95	9,379.03
General Journal	9/23/2011	EJ20110908		Dividend on Pioneer Fund Cl Y	Elmer	78.19	9,457.22
General Journal	9/27/2011	EJ20110907		Dividends on Columbia Mid Cap Value Fd Cl Z	Elmer	14.76	9,471.98
General Journal	9/28/2011	EJ20110909		Dividends on Dodge & Cox Income Fund	Elmer	186.06	9,658.04
General Journal	9/29/2011	EJ20110910		Dividends on T Rowe Price Equity Income Fd	Elmer	88.37	9,746.41
General Journal	10/3/2011	EJ20111001		Dividends on JPMorgan Core Bond Fund Select	Elmer	42.25	9,788.66
General Journal	10/3/2011	EJ20111001		Dividends on JPMorgan High Yield Fd Select	Elmer	28.14	9,816.80
General Journal	10/3/2011	EJ20111001		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	26.16	9,842.96
General Journal	10/3/2011	EJ20111001		Dividends on Pimco Tot Ret Fd IV Inst Cl	Elmer	2.25	9,845.21
General Journal	10/3/2011	EJ20111001		Dividends on T Rowe Price New Income Fund	Elmer	65.22	9,910.43
General Journal	10/4/2011	EJ20111002		Dividends on ING Global Real Estate Fund I	Elmer	49.75	9,960.18
General Journal	10/4/2011	EJ20111002		Dividends on Loomis Sayles Invt Grade Bd Y	Elmer	27.14	9,987.32
General Journal	11/1/2011	EJ20111101		Dividends on Deere & Co	Survivor	254.20	10,241.52
General Journal	11/1/2011	EJ20111101		Dividends on JPMorgan Core Bond Fund Select	Elmer	42.38	10,283.90
General Journal	11/1/2011	EJ20111101		Dividends on JPMorgan High Yield Fd Select	Elmer	27.09	10,310.99
General Journal	11/1/2011	EJ20111101		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	22.68	10,333.67
General Journal	11/1/2011	EJ20111101		Dividends on Pimco Tot Ret Fd IV Inst Cl	Elmer	10.42	10,344.09
General Journal	11/1/2011	EJ20111101		Dividends on T Rowe Price New Income Fund	Elmer	50.00	10,394.09
General Journal	11/2/2011	EJ20111102		Dividends on Loomis Sayles Invt Grade Bd Y	Elmer	28.43	10,422.52
General Journal	12/1/2011	EJ20111212		Dividend on JP Morgan Core Bond	Elmer	40.15	10,462.67
General Journal	12/1/2011	EJ20111212		Dividend on JP Morgan High Yield	Elmer	29.67	10,492.34
General Journal	12/1/2011	EJ20111212		Dividend on Oppenheimer Intl Bd	Elmer	23.27	10,515.61
General Journal	12/1/2011	EJ20111212		Dividend on Pimco Total Return IV	Elmer	13.84	10,529.45
General Journal	12/1/2011	EJ20111212		Dividend on T Rowe Price New Income	Elmer	50.92	10,580.37
General Journal	12/2/2011	EJ20111213		Dividend on Loomis Sayles Inv Grade Bd	Elmer	28.43	10,608.80
General Journal	12/9/2011	EJ20110152		Exxon Div Income	Survivor	274.01	10,882.81
General Journal	12/9/2011	EJ20111215		Dividend on MFS Research International	Elmer	335.71	11,218.52
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of XOM Stk 7777	Survivor	315.83	11,534.35
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of Chevron Stk	Nelva	29.84	11,564.19
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of Chevron Stk 9415	Elmer	487.02	12,051.21
General Journal	12/13/2011	EJ20111216		Dividend on Columbia Mid Cap Value	Elmer	26.01	12,077.22
General Journal	12/14/2011	EJ20111217		Dividend on T Rowe Prce Equity Income	Elmer	95.96	12,173.18
General Journal	12/20/2011	EJ20111220		Dividend on DWS Small Cap Value	Elmer	66.58	12,239.76
General Journal	12/21/2011	EJ20111221		Dividend on Dodge & Cox Intl Stock	Elmer	580.68	12,820.44
General Journal	12/21/2011	EJ20111221		Dividend on Dodge & Cox Income	Elmer	196.04	13,016.48
General Journal	12/22/2011	EJ20111222		Dividend on Oppengeimer Common Strat Total Ret	Elmer	285.22	13,301.70
General Journal	12/23/2011	EJ20111223		Dividend on Investment Co of America	Elmer	116.38	13,418.08
General Journal	12/23/2011	EJ20111223		Dividend on Pioneer Fund	Elmer	95.42	13,513.50
General Journal	12/27/2011	EJ20111224		Dividend on Thornburg Value	Elmer	7.84	13,521.34
General Journal	12/28/2011	EJ20111225		Dividend on Loomis Sayles Inv Grade Bd	Elmer	67.05	13,588.39
General Journal	12/28/2011	EJ20111225		Dividend on New World	Elmer	73.75	13,662.14
General Journal	12/30/2011	EJ20111226		Dividend on Oppenheimer Intl Bd	Elmer	118.46	13,780.60
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan Fed Money Mkt	Elmer	0.03	13,780.63
General Journal	1/3/2012	EJ20120102		Dividends on ING Global Real Estate	Elmer	39.90	13,820.53
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan Core Bond	Elmer	41.21	13,861.74
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan High Yield	Elmer	30.00	13,891.74
General Journal	1/3/2012	EJ20120102		Dividends on JP Pimco Total Return IV	Elmer	13.97	13,905.71
General Journal	1/3/2012	EJ20120102		Dividends on T Rowe Price New Income	Elmer	57.12	13,962.83
General Journal	1/10/2012	EJ20120104		Dividends on Pimco Total Return IV	Elmer	2.85	13,965.68
General Journal	2/1/2012	EJ20120201		Dividends on JPMorgan Core Bond Select Cl	Elmer	37.79	14,003.47
General Journal	2/1/2012	EJ20120201		Dividends on JPMorgan High Yield Select Cl	Elmer	25.27	14,028.74
General Journal	2/1/2012	EJ20120201		Dividends on Oppenheimer Intle Bd	Elmer	25.02	14,053.76
General Journal	2/1/2012	EJ20120201		Dividends on Pimco Total Return IV INst Cl	Elmer	15.86	14,069.62
General Journal	2/1/2012	EJ20120201		Dividends on T Rowe Price New Income	Elmer	47.63	14,117.25
General Journal	2/2/2012	EJ20120202		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.89	14,145.14
General Journal	3/1/2012	EJ20120301		Dividends on JP Morgan Core Bond Select Cl	Elmer	36.71	14,181.85
General Journal	3/1/2012	EJ20120301		Dividends on JP Morgan High Yield Select Cl	Elmer	27.26	14,209.11
General Journal	3/1/2012	EJ20120301		Dividends on Oppenheimer Intl Bd	Elmer	23.99	14,233.10
General Journal	3/1/2012	EJ20120301		Dividends on Pimco Total Return IV Inst Cl	Elmer	17.35	14,250.45
General Journal	3/1/2012	EJ20120301		Dividends on T Rowe Price New Income	Elmer	49.53	14,299.98
General Journal	3/2/2012	EJ20120302		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.36	14,327.34
General Journal	3/7/2012	EJ20110154		Exxon div income	Survivor	274.01	14,601.35
General Journal	3/9/2012	EJ20120321		Dividend Reinvestment of XOM Stk 7777	Survivor	317.68	14,919.03
General Journal	3/9/2012	EJ20120321		Dividend Reinvestment of CVX Stk 9415	Survivor	490.82	15,409.85
General Journal	3/15/2012	EJ20120304		Dividends on Investment Co of America	Elmer	78.17	15,488.02
General Journal	3/23/2012	EJ20120305		Dividends on Pioneer Fund	Elmer	77.25	15,565.27
General Journal	3/26/2012	EJ20120306		Dividends on Columbia Mid Cap Value	Elmer	10.25	15,575.52
General Journal	3/28/2012	EJ20120307		Dividends on Dodge & Cox Income	Elmer	189.13	15,764.65
General Journal	3/28/2012	EJ20120307		Dividends on T Rowe Price Equity	Elmer	93.48	15,858.13
General Journal	4/2/2012	EJ20120401		Dividends on JP Morgan Core Bond	Elmer	37.99	15,896.12
General Journal	4/2/2012	EJ20120401		Dividends on JP Morgan High Yield	Elmer	28.66	15,924.78
General Journal	4/2/2012	EJ20120401		Dividends on Oppenheimer Intl Bd	Elmer	27.30	15,952.08
General Journal	4/2/2012	EJ20120401		Dividends on Pimco Total Return IV	Elmer	17.89	15,969.97
General Journal	4/2/2012	EJ20120401		Dividends on T Rowe Price New Income	Elmer	51.76	16,021.73
General Journal	4/3/2012	EJ20120402		Dividends on ING Global Real Estate	Elmer	42.05	16,063.78
General Journal	4/3/2012	EJ20120402		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.75	16,091.53
General Journal	5/1/2012	EJ20120501		Dividends on JP Morgan Core Bond	Elmer	34.52	16,126.05
General Journal	5/1/2012	EJ20120501		Dividends on JP Morgan High Yield	Elmer	23.81	16,149.86
General Journal	5/1/2012	EJ20120501		Dividends on Oppenheimer Intl Bd	Elmer	22.93	16,172.79
General Journal	5/1/2012	EJ20120501		Dividends on Pimco Total Return IV	Elmer	14.59	16,187.38
General Journal	5/1/2012	EJ20120501		Dividends on T Rowe Price New Income	Elmer	47.45	16,234.83
General Journal	5/2/2012	EJ20120502		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.39	16,262.22
General Journal	6/1/2012	EJ20120601		Dividends on JP Morgan Core Bond	Elmer	33.99	16,296.21
General Journal	6/1/2012	EJ20120601		Dividends on Mainstay High Yield Corp Bd	Elmer	57.74	16,353.95
General Journal	6/1/2012	EJ20120601		Dividends on Oppenheimer Intl Bd	Elmer	24.63	16,378.58

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General Journal	6/1/2012	EJ20120601		Dividends on Pimco Total Return IV	Elmer	15.12	16,393.70
General Journal	6/1/2012	EJ20120601		Dividends on T Rowe Price New Income	Elmer	50.82	16,444.52
General Journal	6/4/2012	EJ20120602		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.34	16,471.86
General Journal	6/11/2012	EJ20120604		Dividends on Investment Co of America	Elmer	52.65	16,524.51
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in XOM Stk 7769	Elmer	332.31	16,856.82
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in XOM Stk 7777	Survivor	387.38	17,244.20
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in CVX Stk 9415	Elmer	549.72	17,793.92
General Journal	6/11/2012	EJ20120621		Dividends Reinvested in CVX Stk 9407	Elmer	101.37	17,895.29
General Journal	6/18/2012	EJ20120605		Dividends on Capital World Growth & Income	Elmer	147.46	18,042.75
General Journal	6/22/2012	EJ20120606		Dividends on Pioneer Fund	Elmer	53.57	18,096.32
General Journal	6/25/2012	EJ20120607		Dividends on Columbia Mid Cap Value	Elmer	31.55	18,127.87
General Journal	6/27/2012	EJ20120609		Dividends on Capital World Bond	Elmer	30.40	18,158.27
General Journal	6/27/2012	EJ20120609		Dividends on Dodg & Cox Income	Elmer	128.94	18,287.21
General Journal	6/28/2012	EJ20120610		Dividends on T Rowe Price Equity Income	Elmer	96.35	18,383.56
General Journal	6/29/2012	EJ20120611		Dividends on Mainstay High Yield Corp Bd	Elmer	58.09	18,441.65
General Journal	7/2/2012	EJ20120701		Dividends on JP Morgan Core Bond	Elmer	32.90	18,474.55
General Journal	7/2/2012	EJ20120701		Dividends on Oppenheimer Intl Bd	Elmer	17.05	18,491.60
General Journal	7/2/2012	EJ20120701		Dividends on Pimco Total Return IV	Elmer	14.25	18,505.85
General Journal	7/2/2012	EJ20120701		Dividends on T Rowe Price New Income	Elmer	46.81	18,552.66
General Journal	7/3/2012	EJ20120702		Dividends on ING Global Real Estate	Elmer	51.95	18,604.61
General Journal	7/3/2012	EJ20120702		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.87	18,631.48
General Journal	8/1/2012	EJ20120801		Dividends on JPMorgan Fed Mon Mkt	Elmer	0.04	18,631.52
General Journal	8/1/2012	EJ20120801		Dividends on JPMorgan Core Bond	Elmer	35.33	18,666.85
General Journal	8/1/2012	EJ20120801		Dividends on Mainstay High Yield Corp Bd	Elmer	58.45	18,725.30
General Journal	8/1/2012	EJ20120801		Dividends on Oppenheimer Intl Bd	Elmer	16.06	18,741.36
General Journal	8/1/2012	EJ20120801		Dividends on Pimco Total Return IV	Elmer	11.10	18,752.46
General Journal	8/1/2012	EJ20120801		Dividends on T Rowe Price New Income	Elmer	42.96	18,795.42
General Journal	8/2/2012	EJ20120802		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.14	18,822.56
General Journal	9/4/2012	EJ20120901		Dividends on JP Morgan Core Bond	Elmer	33.06	18,855.62
General Journal	9/4/2012	EJ20120901		Dividends on Mainstay High Yield Corp Bd	Elmer	58.81	18,914.43
General Journal	9/4/2012	EJ20120901		Dividends on Oppenheimer Intl Bd	Elmer	18.18	18,932.61
General Journal	9/4/2012	EJ20120901		Dividends on Pimco Total Return IV	Elmer	11.75	18,944.36
General Journal	9/4/2012	EJ20120901		Dividends on T Rowe Price New Income	Elmer	46.82	18,991.18
General Journal	9/5/2012	EJ20120902		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.89	19,019.07
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in XOM Stk 7769	Elmer	334.71	19,353.78
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in XOM Stk 7777	Survivor	390.17	19,743.95
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in CVX Stk 9415	Elmer	554.60	20,298.55
General Journal	9/10/2012	EJ20120921		Dividend Reinvestment in CVX Stk 9407	Elmer	114.44	20,412.99
General Journal	9/17/2012	EJ20120904		Dividends on Investment Co of America	Elmer	52.67	20,465.66
General Journal	9/21/2012	EJ20120905		Dividends on Pioneer Fund	Elmer	50.19	20,515.85
General Journal	9/24/2012	EJ20120906		Dividends on Capital World Growth & Income	Elmer	57.95	20,573.80
General Journal	9/26/2012	EJ20120908		Dividends on Columbia Mid Cap Value	Elmer	40.07	20,613.87
General Journal	9/26/2012	EJ20120908		Dividends on Dodge & Cox Income	Elmer	124.92	20,738.79
General Journal	9/27/2012	EJ20120909		Dividends on T Rowe Price Equity Income	Elmer	89.99	20,828.78
General Journal	9/28/2012	EJ20120910		Dividends on Mainstay High Yield Corp Bd	Elmer	59.16	20,887.94
General Journal	10/1/2012	EJ20121001		Dividends on JP Morgan Core Bond	Elmer	31.95	20,919.89
General Journal	10/1/2012	EJ20121001		Dividends on Oppenheimer Intl Bd	Elmer	13.87	20,933.76
General Journal	10/1/2012	EJ20121001		Dividends on Pimco Total Return IV	Elmer	9.14	20,942.90
General Journal	10/1/2012	EJ20121001		Dividends on T Rowe Price New Income	Elmer	36.25	20,979.15
General Journal	10/2/2012	EJ20121002		Dividends on ING Global Real Estate	Elmer	46.97	21,026.12
General Journal	10/2/2012	EJ20121002		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.30	21,052.42
General Journal	10/9/2012	EJ20121004		Dividends on Capital World Bond	Elmer	23.09	21,075.51
General Journal	11/1/2012	EJ20121101		Dividends on JP Morgan Core Bond	Elmer	30.84	21,106.35
General Journal	11/1/2012	EJ20121101		Dividends on Mainstay High Yield Corp Bd	Elmer	59.51	21,165.86
General Journal	11/1/2012	EJ20121101		Dividends on Oppenheimer Intl Bd	Elmer	17.63	21,183.49
General Journal	11/1/2012	EJ20121101		Dividends on Pimco Total Return IV	Elmer	12.79	21,196.28
General Journal	11/1/2012	EJ20121101		Dividends on T Rowe Price New Income	Elmer	40.84	21,237.12
General Journal	11/2/2012	EJ20121102		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.21	21,263.33
General Journal	12/3/2012	EJ20121201		Dividends on JP Morgan Core Bond	Elmer	30.90	21,294.23
General Journal	12/3/2012	EJ20121201		Dividends on Mainstay High Yield Corp Bd	Elmer	59.87	21,354.10
General Journal	12/3/2012	EJ20121201		Dividends on Oppenheimer Intl Bd	Elmer	17.62	21,371.72
General Journal	12/3/2012	EJ20121201		Dividends on Pimco Total Return IV	Elmer	13.77	21,385.49
General Journal	12/3/2012	EJ20121201		Dividends on T Rowe Price New Income	Elmer	42.81	21,428.30
General Journal	12/4/2012	EJ20121202		Dividends on Loomis Sales Inv Grade Bd	Elmer	26.84	21,455.14
General Journal	12/4/2012	EJ20121202		Dividends on Mainstay High Yield Corp Bd	Elmer	60.23	21,515.37
General Journal	12/7/2012	EJ20121204		Dividends on Blackrock Cap App	Elmer	45.22	21,560.59
General Journal	12/7/2012	EJ20121204		Dividends on Oppenheimer Rising Divid Fd Y	Elmer	57.90	21,618.49
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment XOM Stk 6261	Elmer	334.71	21,953.20
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment XOM Stk 3301	Nelva	390.17	22,343.37
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9415	Elmer	4.36	22,347.73
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9407	Elmer	4.35	22,352.08
General Journal	12/10/2012	EJ20121221		Dividend Reinvestment CVX Stk 9423	Elmer	1,110.22	23,462.30
General Journal	12/12/2012	EJ20121206		Dividends on MFS Research International	Elmer	316.70	23,779.00
General Journal	12/14/2012	EJ20121208		Dividends on Columbia Mid Cap Value	Elmer	33.89	23,812.89
General Journal	12/14/2012	EJ20121208		Dividends on T Rowe Price Equity Income	Elmer	111.31	23,924.20
General Journal	12/17/2012	EJ20121209		Dividends on Capital World Growth & Income	Elmer	97.20	24,021.40
General Journal	12/17/2012	EJ20121209		Dividends on Fidelity New Insights	Elmer	13.61	24,035.01
General Journal	12/20/2012	EJ20121210		Dividends on Dodge & Cox Intl Stock	Elmer	303.81	24,338.82
General Journal	12/20/2012	EJ20121210		Dividends on DWS Small Cap Value	Elmer	75.04	24,413.86
General Journal	12/20/2012	EJ20121210		Dividends on Dodge & Cox Income	Elmer	109.20	24,523.06
General Journal	12/21/2012	EJ20121211		Dividends on Capital World Bond	Elmer	31.56	24,554.62
General Journal	12/24/2012	EJ20121212		Dividends on Investment Co of America	Elmer	137.47	24,692.09
General Journal	12/24/2012	EJ20121212		Dividends on Loomis Sayles Inv Grade Bd	Elmer	75.83	24,767.92
General Journal	12/27/2012	EJ20121213		Dividends on New World	Elmer	110.57	24,878.49
General Journal	12/28/2012	EJ20121214		Dividends on Oppenheimer Rising Divid Fd Y	Elmer	43.70	24,922.19
General Journal	12/28/2012	EJ20121214		Dividends on Pimco Total Return IV	Elmer	65.59	24,987.78
General Journal	12/31/2012	EJ20121215		Dividends on Oppenheimer Intl Bd	Elmer	15.74	25,003.52
General Journal	1/2/2013	EJ20130101		Dividends on ING Global Real Estate	Elmer	201.20	25,204.72

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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	1/2/2013	EJ20130101		Dividends on JP Morgan Core Bond	Elmer	36.97	25,241.69
General Journal	1/2/2013	EJ20130101		Dividends on Pimco Total Return IV	Elmer	10.56	25,252.25
General Journal	1/2/2013	EJ20130101		Dividends on T Rowe Price New Income	Elmer	38.09	25,290.34
General Journal	2/1/2013	EJ20130201		Dividends on JP Morgan Core Bond	Elmer	28.70	25,319.04
General Journal	2/1/2013	EJ20130201		Dividends on Mainstay High Yield Corp Bd	Elmer	60.59	25,379.63
General Journal	2/1/2013	EJ20130201		Dividends on Oppenheimer Intl Bd	Elmer	17.37	25,397.00
General Journal	2/1/2013	EJ20130201		Dividends on Pimco Total Return IV	Elmer	8.54	25,405.54
General Journal	2/1/2013	EJ20130201		Dividends on T Rowe Price New Income	Elmer	35.87	25,441.41
General Journal	2/4/2013	EJ20130202		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.43	25,467.84
General Journal	3/1/2013	EJ20130301		Dividends on JP Morgan Core Bond	Elmer	29.95	25,497.79
General Journal	3/1/2013	EJ20130301		Dividends on Mainstay High Yield Corp Bd	Elmer	60.95	25,558.74
General Journal	3/1/2013	EJ20130301		Dividends on Oppenheimer Intl Bd	Elmer	16.53	25,575.27
General Journal	3/1/2013	EJ20130301		Dividends on Pimco Total Return IV	Elmer	9.68	25,584.95
General Journal	3/1/2013	EJ20130301		Dividends on T Rowe Price New Income	Elmer	37.06	25,622.01
General Journal	3/4/2013	EJ20130302		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.61	25,649.62
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 3319	Elmer	1.72	25,651.34
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 6261	Elmer	336.88	25,988.22
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 3301	Nelva	392.70	26,380.92
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9415	Elmer	4.41	26,385.33
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9407	Elmer	4.39	26,389.72
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9423	Elmer	1,122.04	27,511.76
General Journal	3/14/2013	EJ20130304		Dividends on Investment Co of America	Elmer	53.50	27,565.26
General Journal	3/18/2013	EJ20130305		Dividends on Capital World Growth & Income	Elmer	61.70	27,626.96
General Journal	3/22/2013	EJ20130307		Dividends on DWS Small Cap Value	Elmer	42.72	27,669.68
General Journal	3/25/2013	EJ20130308		Dividends on Columbia Mid Cap Value	Elmer	25.46	27,695.14
General Journal	3/27/2013	EJ20130309		Dividends on Capital World Bond	Elmer	23.47	27,718.61
General Journal	3/27/2013	EJ20130309		Dividends on Dodge & Cox Income	Elmer	111.08	27,829.69
General Journal	3/27/2013	EJ20130309		Dividends on T Rowe Price Equity Income	Elmer	77.55	27,907.24
General Journal	4/1/2013	EJ20130401		Dividends on JP Morgan Core Bond	Elmer	30.02	27,937.26
General Journal	4/1/2013	EJ20130401		Dividends on Mainstay High Yield Corp Bd	Elmer	61.31	27,998.57
General Journal	4/1/2013	EJ20130401		Dividends on Oppenheimer Intl Bd	Elmer	17.62	28,016.19
General Journal	4/1/2013	EJ20130401		Dividends on Pimco Total Return IV	Elmer	12.00	28,028.19
General Journal	4/1/2013	EJ20130401		Dividends on T Rowe Price New Income	Elmer	37.30	28,065.49
General Journal	4/2/2013	EJ20130402		Dividends on ING Global Real Estate	Elmer	40.72	28,106.21
General Journal	4/2/2013	EJ20130402		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.34	28,133.55
General Journal	5/1/2013	EJ20130501		Dividends on JP Morgan Core Bond	Elmer	30.08	28,163.63
General Journal	5/1/2013	EJ20130501		Dividends on Mainstay High Yield Corp Bd	Elmer	61.67	28,225.30
General Journal	5/1/2013	EJ20130501		Dividends on Oppenheimer Intl Bd	Elmer	17.94	28,243.24
General Journal	5/1/2013	EJ20130501		Dividends on Pimco Total Return IV	Elmer	13.27	28,256.51
General Journal	5/1/2013	EJ20130501		Dividends on T Rowe Price New Income	Elmer	38.30	28,294.81
General Journal	5/2/2013	EJ20130502		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.65	28,321.46
Total Dividend Income						28,321.46	28,321.46
Interest Income							
General Journal	12/27/2010	EJ 20101202		Interest on VK Bld Amer Bonds	Survivor	67.90	67.90
General Journal	12/27/2010	EJ 20101202		Interest on Invsco Bld Amer Bds	Survivor	23.70	91.60
General Journal	12/31/2010	EJ 20101203		Interest for December	Survivor	0.03	91.63
General Journal	1/20/2011	EJ 20110102		Interest on Toyota Moter Cr Corp	Survivor	25.00	116.63
General Journal	1/25/2011	EJ 20110103		Interest on VK Bld Amer Bonds	Survivor	67.90	184.53
General Journal	1/25/2011	EJ 20110103		Interest on VK Bld Amer Bonds	Survivor	51.00	235.53
General Journal	2/22/2011	EJ 20110204		Interest on Toyota Motor Cr Corp	Survivor	25.00	260.53
General Journal	2/22/2011	EJ 20110204		Interest on Money Market Fund	Survivor	0.01	260.54
General Journal	2/25/2011	EJ 20110205		Interest on VK Bld Amer Bonds Incm	Survivor	68.04	328.58
General Journal	2/25/2011	EJ 20110205		Interest on Invsco Bld Amer Bonds Incm	Survivor	50.90	379.48
General Journal	3/15/2011	EJ 20110301		Interest on GMAC Smartnotes	Survivor	317.25	696.73
General Journal	3/21/2011	EJ 20110302		Interest on Toyota Motor Cr Corp	Survivor	25.00	721.73
General Journal	3/25/2011	EJ 20110303		Interest on VK Bld Amer Bonds Incm	Survivor	67.90	789.63
General Journal	3/25/2011	EJ 20110303		Interest on Invsco Bld Amer Bds Incm	Survivor	51.00	840.63
General Journal	4/14/2011	EJ 20110402		Accrued Int - Sale of Toyota Motor Cr Corp	Survivor	20.00	860.63
General Journal	4/14/2011	EJ 20110402		Accrued Interest Sale of GMAC SmartNotes	Survivor	51.11	911.74
General Journal	4/15/2011	EJ20110421		Interest on GE Capital Corp Internotes	Survivor	333.13	1,244.87
General Journal	4/20/2011	EJ 20110403		Proceeds from Sale of In Fin Auth Rev Parkview Hlth	Survivor	387.29	1,632.16
General Journal	4/25/2011	EJ 20110404		Interest on VK Bld Amer Bonds Incm	Survivor	67.76	1,699.92
General Journal	4/25/2011	EJ 20110404		Interest on Invsco Bld Amer Bds Incm	Survivor	50.90	1,750.82
General Journal	5/13/2011	EJ20110521		Sell GE Capital Corp Internotes	Survivor	51.82	1,802.64
General Journal	5/13/2011	EJ20110521		Sell GMAC Smartnotes	Survivor	277.50	2,080.14
General Journal	5/23/2011	EJ20110523		Interest on Money Market Funds	Survivor	0.93	2,081.07
General Journal	5/25/2011	EJ20110502		Interest on VK Bld Amer Bonds Incm	Survivor	67.76	2,148.83
General Journal	5/25/2011	EJ20110502		Interest on Invsco Bld Amer Bds Incm	Survivor	51.00	2,199.83
General Journal	6/21/2011	EJ20110621		Interest on Money Market Funds	Survivor	0.30	2,200.13
General Journal	6/27/2011	EJ20110604		Interest on VK Bld Amer Bonds	Survivor	67.90	2,268.03
General Journal	6/27/2011	EJ20110604		Interest on Invsco Bld Amer Bds	Survivor	50.90	2,318.93
General Journal	7/25/2011	EJ20110701		Interest on VK Bld Amer Bonds	Survivor	67.76	2,386.69
General Journal	7/25/2011	EJ20110701		Interest on VK Bld Amer Bonds	Survivor	51.00	2,437.69
General Journal	8/1/2011	EJ20110801		Interest on VK Bld Amer Bonds Incm	Survivor	67.76	2,505.45
General Journal	8/1/2011	EJ20110801		Interest on Invsco Bld Amer Bds Incm	Survivor	50.90	2,556.35
General Journal	9/26/2011	EJ20110901		Interest on VK Bld Amer Bonds Incm	Survivor	68.04	2,624.39
General Journal	9/26/2011	EJ20110901		Interest on Invsco Bld Amer Bds Incm	Survivor	50.90	2,675.29
General Journal	10/13/2011	EJ20111001		Accrued Inerest in Sale of VK Bld Amer Bonds	Survivor	6.72	2,682.01
General Journal	10/25/2011	EJ20111002		Interest in VK Bld Amer Bonds Incm	Survivor	67.90	2,749.91
General Journal	10/25/2011	EJ20111002		Interest in Invsco Bld Amer Bds Incm	Survivor	51.10	2,801.01
General Journal	11/16/2011	EJ20111103		Proceeds from Sale of Invsco Bld Amer Bds	Survivor	10.20	2,811.21
General Journal	11/21/2011	EJ20111105		Interest on Money Market Funds	Survivor	0.05	2,811.26
General Journal	11/25/2011	EJ20111106		Interest on Invsco Bld Amer Bds Incm	Survivor	51.00	2,862.26
General Journal	10/10/2012	EJ20120422		Interest income	Survivor	0.27	2,862.53
General Journal	10/12/2012	EJ20120443		Interest Earned	Elmer	1.17	2,863.70
Deposit	10/23/2012			October Interest	Survivor	17.34	2,881.04
General Journal	11/7/2012	EJ20120424		Interest inc	Survivor	5.72	2,886.76

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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	11/9/2012	EJ20120445		Interest inc	Elmer	1.08	2,887.84
Deposit	11/21/2012			November Interest	Survivor	26.47	2,914.31
General Journal	12/7/2012	EJ20120425		Interest inc	Survivor	6.13	2,920.44
General Journal	12/11/2012	EJ20120446		Interest Earned	Elmer	1.23	2,921.67
Deposit	12/20/2012			December Interest	Survivor	20.08	2,941.75
General Journal	1/9/2013	EJ20120427		Interest inc	Survivor	6.75	2,948.50
General Journal	1/11/2013	EJ20120447		Interest Earned	Elmer	1.19	2,949.69
Deposit	1/23/2013			January Interest	Survivor	23.32	2,973.01
General Journal	2/6/2013	EJ20120428		Interest inc	Survivor	5.74	2,978.75
General Journal	2/8/2013	EJ20120448		Interest Earned	Elmer	1.08	2,979.83
Deposit	2/20/2013			February Interest	Survivor	19.23	2,999.06
General Journal	3/8/2013	EJ20120430		Interest Earned	Survivor	6.15	3,005.21
General Journal	3/12/2013	EJ20120449		Interest Earned	Elmer	1.66	3,006.87
Deposit	3/21/2013			March Interest	Survivor	19.91	3,026.78
General Journal	4/9/2013	EJ20120432		Interest Earned	Survivor	6.55	3,033.33
General Journal	4/11/2013	EJ20120452		Interest Earned	Elmer	1.77	3,035.10
Deposit	4/22/2013			April Interest	Survivor	21.98	3,057.08
General Journal	5/9/2013	EJ20120433		Interest Earned	Survivor	5.90	3,062.98
General Journal	5/13/2013	EJ20120453		Interest Earned	Elmer	1.46	3,064.44
Deposit	5/22/2013			May Interest	Survivor	20.61	3,085.05
Total Interest Income						3,085.05	3,085.05
Long Term Capital Gains - Funds							
General Journal	12/31/2010	EJ20101216		LTCG from Oppenheimer Intl Bond Fund Y	Elmer	75.11	75.11
General Journal	12/8/2011	EJ20111214		LTCG on T Rowe Price New Income	Elmer	77.13	152.24
General Journal	12/16/2011	EJ20111218		LTCG on JP Morgan Core Bond	Elmer	26.07	178.31
General Journal	12/16/2011	EJ20111218		LTCG on JP Morgan High Yield	Elmer	58.93	237.24
General Journal	12/19/2011	EJ20111219		LTCG on Credit Suisse Comm Ret Strat	Elmer	6.24	243.48
General Journal	12/20/2011	EJ20111220		LTCG on DWS Small Cap Value	Elmer	42.21	285.69
General Journal	12/28/2011	EJ20111225		LTCG on Loomis Sayles Inv Grade Bd	Elmer	47.77	333.46
General Journal	6/26/2012	EJ20120608		LTCG on Baron Small Cap	Elmer	2.48	335.94
General Journal	11/30/2012	EJ20121104		LTCG on Baron Small Cap	Elmer	152.76	488.70
General Journal	12/10/2012	EJ20121205		LTCG on T Rowe Price New Income	Elmer	85.71	574.41
General Journal	12/13/2012	EJ20121207		LTCG on Pimco Total Return IV	Elmer	26.80	601.21
General Journal	12/14/2012	EJ20121208		LTCG on JP Morgan Core Bond	Elmer	16.83	618.04
General Journal	12/20/2012	EJ20121210		LTCG on DWS Small Cap Value	Elmer	76.86	694.90
General Journal	12/21/2012	EJ20121211		LTCG on Capital World Bond	Elmer	41.81	736.71
General Journal	12/24/2012	EJ20121212		LTCG on Investment Co of America	Elmer	176.84	913.55
General Journal	12/24/2012	EJ20121212		LTCG on Loomis Sayles Inv Grade Bd	Elmer	62.90	976.45
General Journal	12/31/2012	EJ20121215		LTCG on Oppenheimer Intl Bd	Elmer	31.01	1,007.46
General Journal	3/22/2013	EJ20130307		LTCG on DWS Small Cap Value	Elmer	39.85	1,047.31
Total Long Term Capital Gains - Funds						1,047.31	1,047.31
Short Term Capital Gains- Funds							
General Journal	1/24/2011	EJ20110107		STCG on Fidelity New Insights Fd Instl	Elmer	1.98	1.98
General Journal	2/14/2011	EJ20110204		STCG on Fidelity New Insights Fd Instl	Elmer	22.38	24.36
General Journal	12/8/2011	EJ20111214		STCG on T Rowe Price New Income	Elmer	38.56	62.92
General Journal	12/16/2011	EJ20111218		STCG on JP Morgan High Yield	Elmer	36.12	99.04
General Journal	12/28/2011	EJ20111225		STCG on Loomis Sayles Inv Grade Bd	Elmer	16.95	115.99
General Journal	12/10/2012	EJ20121205		STCG on T Rowe Price New Income	Elmer	68.57	184.56
General Journal	12/13/2012	EJ20121207		STCG on Pimco Total Return IV	Elmer	173.87	358.43
General Journal	12/14/2012	EJ20121208		STCG on JP Morgan Core Bond	Elmer	1.54	359.97
General Journal	12/17/2012	EJ20121209		STCG on Fidelity New Insights	Elmer	86.18	446.15
General Journal	12/20/2012	EJ20121210		STCG on DWS Small Cap Value	Elmer	14.89	461.04
General Journal	12/21/2012	EJ20121211		STCG on Capital World Bond	Elmer	22.74	483.78
General Journal	12/24/2012	EJ20121212		STCG on Loomis Sayles Inv Grade Bd	Elmer	5.32	489.10
Total Short Term Capital Gains- Funds						489.10	489.10
Stock Sales less Broker Fees							
General Journal	1/4/2011	EJ 20110101		Sale of Deere & Co Stock	Survivor	10,082.45	10,082.45
General Journal	1/4/2011	EJ 20110101		Commission on Sale of Deere & Co Stock	Survivor	-208.11	9,874.34
General Journal	1/4/2011	EJ 20110101		Transaction Fee on Sale of Deere & Co Stock	Survivor	-4.95	9,869.39
General Journal	2/8/2011	EJ 20110202		Sell 275 Shares Deere & Co	Survivor	25,563.45	35,432.84
General Journal	2/8/2011	EJ 20110202		Commission on Sale of 275 Shares Deere & Co	Survivor	-460.63	34,972.21
General Journal	2/8/2011	EJ 20110202		Transaction Fee on Sale of 275 Shares Deere & Co	Survivor	-4.95	34,967.26
General Journal	4/14/2011	EJ 20110402		Principal Amt Sale of Toyota Motor Cr Corp	Survivor	5,000.00	39,967.26
General Journal	4/14/2011	EJ 20110402		Transaction Fee - Sale of Toyota Motor Cr Corp	Survivor	-4.95	39,962.31
General Journal	4/14/2011	EJ 20110402		Principal Amt Sale of GMAC SmartNotes	Survivor	8,730.00	48,692.31
General Journal	4/14/2011	EJ 20110402		Transaction Fee - Sale of GMAC SmartNotes	Survivor	-4.95	48,687.36
General Journal	4/20/2011	EJ 20110403		Proceeds from Sale of In Fin Auth Rev Parkview Hlth	Survivor	14,824.35	63,511.71
General Journal	4/20/2011	EJ 20110403		Transaction Fee from Sale of In Fin Auth Rev Parkview Hlth	Survivor	-4.95	63,506.76
General Journal	5/13/2011	EJ20110521		Transaction Fee on Sale of GE Capital Corp Internotes	Survivor	-4.95	63,501.81
General Journal	5/13/2011	EJ20110521		Transaction Fee on Sale of GMAC Smartnotes	Survivor	-4.95	63,496.86
General Journal	5/16/2011	EJ20110522		Commission on Sale Chevron Corp	Survivor	-199.66	63,297.20
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale Chevron Corp	Survivor	-4.95	63,292.25
General Journal	5/16/2011	EJ20110522		Commission on Sale of Stryker Corp	Survivor	-228.32	63,063.93
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Stryker Corp	Survivor	-4.95	63,058.98
General Journal	5/16/2011	EJ20110522		Commission on Sale of Dow Chemical	Survivor	-146.44	62,912.54
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Dow Chemical	Survivor	-4.95	62,907.59
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Warrants (WSA)	Survivor	-50.00	62,857.59
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Warrants (WSA)	Survivor	-4.95	62,852.64
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Warrants (WSB)	Survivor	-50.00	62,802.64
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Warrants (WSB)	Survivor	-4.95	62,797.69
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Common	Survivor	-4.95	62,792.74
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Common	Survivor	-50.00	62,742.74
General Journal	5/27/2011	EJ20110524		Adjust Value on GE Capital Corp Internotes	Survivor	-46.87	62,695.87
General Journal	5/27/2011	EJ20110524		Adjust Value on GMAC SmartNotes	Survivor	-272.55	62,423.32
General Journal	5/27/2011	EJ20110524		Adjust Value on Chevron Corp (CVX)	Survivor	204.61	62,627.93

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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	5/27/2011	EJ20110524		Adjust Value on Dow Chemical (DOW)	Survivor	151.39	62,779.32
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Warrants (WSA)	Survivor	54.95	62,834.27
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Warrants (WSB)	Survivor	54.95	62,889.22
General Journal	5/27/2011	EJ20110524		Adjust Value on Gen Motors Co (GM)	Survivor	54.95	62,944.17
General Journal	5/27/2011	EJ20110524		Adjust Value on Stryker Corp (SYK)	Survivor	233.27	63,177.44
General Journal	6/10/2011	EJ20110601		Sales Price on Sale of 623 Sh Deere & Company	Survivor	51,039.90	114,217.34
General Journal	6/10/2011	EJ20110601		Commission on Sale of 623 Sh Deere & Company	Survivor	-643.86	113,573.48
General Journal	6/10/2011	EJ20110601		Transaction Fee on Sale of 623 Sh Deere & Company	Survivor	-4.95	113,568.53
General Journal	6/10/2011	EJ20110123		Exxon IDC000946776 Invest Inc	Survivor	896.76	114,465.29
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Warrant (WSB)	Survivor	12.93	114,478.22
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Warrant (WSA)	Survivor	17.87	114,496.09
General Journal	7/28/2011	EJ20110721		Redeem Gen Motors Co Common	Survivor	0.37	114,496.46
General Journal	10/13/2011	EJ20111001		Proceeds from Sale of VK Bld Amer Bonds	Survivor	14,492.80	128,989.26
General Journal	10/26/2011	EJ20111003		Sale Price in Sale of Deere & Co Stock	Survivor	30,470.12	159,459.38
General Journal	10/26/2011	EJ20111003		Commission in Sale of Deere & Co Stock	Survivor	-458.73	159,000.65
General Journal	10/26/2011	EJ20111003		Transaction Fee in Sale of Deere & Co Stock	Survivor	-4.95	158,995.70
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Warrant (WSB)	Survivor	8.33	159,004.03
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Warrant (WSA)	Survivor	11.92	159,015.95
General Journal	10/28/2011	EJ20111022		Redeem Gen Motors Common	Survivor	19.85	159,035.80
General Journal	11/15/2011	EJ20111102		Sale of Deere & Co Stock	Survivor	14,381.25	173,417.05
General Journal	11/15/2011	EJ20111102		Commission on Sale of Deere & Co Stock	Survivor	-266.15	173,150.90
General Journal	11/15/2011	EJ20111102		Transacton Fee on Sale of Deere & Co Stock	Survivor	-4.95	173,145.95
General Journal	11/16/2011	EJ20111103		Proceeds from Sale of Invsco Bld Amer Bds	Survivor	10,508.70	183,654.65
General Journal	1/9/2012	EJ20120121		Commission on Sale of Gen Motors Common	Survivor	-2.10	183,652.55
General Journal	1/9/2012	EJ20120121		Transaction Fee on Sale of Gen Motors Common	Survivor	-4.95	183,647.60
General Journal	1/27/2012	EJ20120122		Adjust Value on Gen Motors Common	Survivor	7.02	183,654.62
General Journal	6/15/2012	EJ20120621		Redeem Motors Liq Co Guc Tr Ben Int	Survivor	8.17	183,662.79
Total Stock Sales less Broker Fees						183,662.79	183,662.79
Total Investment Income						216,605.71	216,605.71
Miscellaneous Income							
Deposit	12/31/2010			Deposit	Nelva	70.30	70.30
General Journal	3/11/2011	EJ20120460		Invest inc	Nelva	390.64	460.94
General Journal	4/11/2011	EJ20120463		Online Banking Transfer from chking Acct 2839	Nelva	1,500.00	1,960.94
General Journal	6/9/2011	EJ20110122		Invest Inc	Survivor	4.18	1,965.12
General Journal	6/28/2011	EJ20120471		Invest inc.	Nelva	725.64	2,690.76
General Journal	8/18/2011	EJ20120473		Invest inc	Nelva	702.72	3,393.48
General Journal	9/19/2011	EJ20120475		Invest inc	Nelva	507.76	3,901.24
General Journal	11/9/2011	EJ20110147		Invest Inc	Survivor	30.40	3,931.64
General Journal	1/3/2012	EJ20120436		Counter credit - invest inc	Elmer	495.72	4,427.36
General Journal	3/7/2012	EJ20110153		Other income	Survivor	20.49	4,447.85
General Journal	3/13/2012	EJ20120411		--Split--	Survivor	237.16	4,685.01
General Journal	4/16/2012	EJ20120440		fed - Invest inc	Elmer	383.45	5,068.46
General Journal	5/17/2012	EJ20120418		Invest Income	Survivor	30.40	5,098.86
General Journal	6/5/2012	EJ20120419		Invest inc	Survivor	71.04	5,169.90
General Journal	10/15/2012	EJ20120444		Invest inc	Elmer	57.86	5,227.76
General Journal	10/26/2012	EJ20120423		Invest inc	Survivor	24.04	5,251.80
General Journal	11/22/2012	EJ20120435		Invest inc	Elmer	381.32	5,633.12
General Journal	12/24/2012	EJ20120426		Inv inc - Chevron and Metlife	Survivor	104.26	5,737.38
General Journal	3/1/2013	EJ20120429		Inv inc - John Deere	Survivor	71.61	5,808.99
General Journal	3/13/2013	EJ20120439		Other inc	Elmer	495.72	6,304.71
General Journal	4/5/2013	EJ20120431		Deposit --Split--	Survivor	54.22	6,358.93
General Journal	4/5/2013	EJ20120451		Hull Co-op Invest inc	Elmer	101.80	6,460.73
Total Miscellaneous Income						6,460.73	6,460.73
Pension Income							
Deposit	12/31/2010			Pension ID [redacted]9128	Nelva	594.41	594.41
Deposit	12/31/2010			Minnesota Life Annuity	Nelva	91.78	686.19
General Journal	1/31/2011	BOA20110105		Net Pension Receipt	Survivor	600.71	1,286.90
General Journal	2/2/2011	BOA20110106		Minnesota Life DES:Annuity ID:0	Survivor	91.78	1,378.68
General Journal	2/28/2011	BOA20110111		Benefits DES: Pension ID:[redacted]0518	Survivor	600.71	1,979.39
General Journal	3/1/2011	BOA20110112		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,071.17
General Journal	3/31/2011	BOA20110114		Benefits DES:Pension ID[redacted]0208	Survivor	600.71	2,671.88
General Journal	4/1/2011	BOA20110115		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,763.66
General Journal	4/29/2011	EJ20110110		Benefits DES:Pension ID[redacted]0518	Survivor	600.71	3,364.37
General Journal	4/29/2011	EJ20110111		Minnesota Life DES:Annuity ID:0	Survivor	91.78	3,456.15
General Journal	5/31/2011	EJ20110118		Benefits DES:Pension ID:[redacted]0508	Survivor	600.71	4,056.86
General Journal	6/1/2011	EJ20110119		Minnesota Life DES: Annuity ID:0	Survivor	91.78	4,148.64
General Journal	6/30/2011	EJ20110124		Benefits DES:Pension ID:[redacted]0218	Survivor	600.71	4,749.35
General Journal	7/1/2011	EJ20110125		Minnesota Life DES:Annuity ID:0	Survivor	91.78	4,841.13
General Journal	7/29/2011	EJ20110128		Benefits DES:Pension ID:[redacted]0528	Survivor	600.71	5,441.84
General Journal	8/1/2011	EJ20110129		Minnesota Life DES:Annuity ID:0	Survivor	91.78	5,533.62
General Journal	8/31/2011	EJ20110134		Benefits DES:Pension ID:[redacted]0168	Survivor	600.71	6,134.33
General Journal	9/1/2011	EJ20110135		Minnesota Life DES: Annuity ID:0	Survivor	91.78	6,226.11
General Journal	9/30/2011	EJ20110141		Minnesota Life DES: Annuity ID:0	Survivor	91.78	6,317.89
General Journal	9/30/2011	EJ20110142		Benefits DES:Pension ID:[redacted]2468	Survivor	600.71	6,918.60
General Journal	10/31/2011	EJ20110144		Benefits DES:Pension ID:[redacted]3478	Survivor	600.71	7,519.31
General Journal	11/1/2011	EJ20110145		Minnesota Life DES:Annuity ID:0	Survivor	91.78	7,611.09
General Journal	11/1/2011	EJ20110157		Minnesota Life Des:Annuity ID:0	Survivor	91.78	7,702.87
General Journal	11/30/2011	EJ20110149		Benefits DES:Pension ID:[redacted]3368	Survivor	600.71	8,303.58
Total Pension Income						8,303.58	8,303.58
Proceeds from Sale of Home							
General Journal	3/12/2012	EJ20120408		Option fee for house - Other inc	Survivor	100.00	100.00
General Journal	3/14/2012	EJ20120413		Sale of house - Other income	Survivor	433,129.32	433,229.32
General Journal	3/23/2012	EJ20120414		Sale of house --Split--	Survivor	162.73	433,392.05

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Type	Date	Num	Name	Memo	Class	Amount	Balance
Total Proceeds from Sale of Home						433,392.05	433,392.05
Social Security Income							
General Journal	2/3/2011	EJ20120457		Soc Security ID:2	Nelva	1,780.00	1,780.00
General Journal	3/3/2011	EJ20120459		Social Security	Nelva	1,780.00	3,560.00
General Journal	4/1/2011	EJ20120462		Social Security	Nelva	1,780.00	5,340.00
General Journal	5/2/2011	EJ20120464		Social Security	Nelva	1,780.00	7,120.00
General Journal	6/3/2011	EJ20120465		Social Security	Nelva	1,780.00	8,900.00
General Journal	7/1/2011	EJ20120469		Social Security	Nelva	1,780.00	10,680.00
General Journal	8/3/2011	EJ20120472		Social Security	Nelva	1,780.00	12,460.00
General Journal	9/2/2011	EJ20120474		Social Security	Nelva	1,780.00	14,240.00
General Journal	10/3/2011	EJ20120477		Social Security	Nelva	1,780.00	16,020.00
General Journal	11/3/2011	EJ20120478		Social Security	Nelva	1,780.00	17,800.00
Total Social Security Income						17,800.00	17,800.00
Tax Refunds							
General Journal	1/3/2011	BOA20110101		US Treasury 310 DES	Survivor	1,780.00	1,780.00
General Journal	1/11/2012	EJ20110159		Tax Refund	Survivor	6,215.87	7,995.87
General Journal	4/16/2012	EJ20120441		Federal tax refund	Elmer	6,913.00	14,908.87
General Journal	4/25/2012	EJ20120416		Federal Tax Refund	Survivor	4,908.00	19,816.87
Total Tax Refunds						19,816.87	19,816.87
Total Income						830,169.35	830,169.35
Expense							
Automobile Expense							
Check	1/18/2011	EFT	Exxon Mobil	Auto:Fuel	Nelva	20.93	20.93
Check	1/27/2011	EFT	Chevron	Fuel	Nelva	20.86	41.79
Check	1/31/2011	EFT	Chevron	Fuel	Nelva	21.07	62.86
Check	2/8/2011	EFT	Exxon Mobil	Fuel	Nelva	20.06	82.92
Check	2/9/2011	EFT	Nnt Hare Repai	Auto Service	Nelva	574.65	657.57
Check	2/10/2011	EFT	Exxon Mobil	Fuel	Nelva	10.67	668.24
Check	2/14/2011	EFT	Chevron	Fuel	Nelva	20.10	688.34
Check	2/23/2011	EFT	Exxon Mobil	Fuel	Nelva	20.36	708.70
Check	3/2/2011	EFT	Exxon Mobil	Fuel	Nelva	21.69	730.39
Check	3/7/2011	EFT	Chevron	Fuel	Nelva	22.98	753.37
Check	3/14/2011	EFT	Chevron	Fuel	Nelva	22.20	775.57
Check	3/14/2011	EFT	Exxon Mobil	Fuel	Nelva	22.20	797.77
Check	3/21/2011	EFT	Chevron	Fuel	Nelva	21.50	819.27
Check	3/21/2011	EFT	Chevron	Fuel	Nelva	24.55	843.82
Check	3/23/2011	EFT	Chevron	Fuel	Nelva	24.66	868.48
Check	3/28/2011	EFT	Chevron	Fuel	Nelva	21.76	890.24
Check	3/29/2011	EFT	Chevron	Fuel	Nelva	22.76	913.00
Check	4/1/2011	EFT	Chevron	Fuel	Nelva	24.65	937.65
Check	4/8/2011	EFT	Exxon Mobil	Fuel	Nelva	54.60	992.25
Check	4/14/2011	EFT	Chevron	Fuel	Nelva	21.02	1,013.27
Check	4/18/2011	EFT	Chevron	Fuel	Nelva	23.88	1,037.15
Check	4/18/2011	EFT	Exxon Mobil	Fuel	Nelva	22.51	1,059.66
Check	4/25/2011	EFT	Fastop	Fuel	Nelva	2.90	1,062.56
Check	4/25/2011	EFT	Fastop	Fuel	Nelva	50.84	1,113.40
Check	4/25/2011	EFT	Exxon Mobil	Fuel	Nelva	59.02	1,172.42
Check	4/25/2011	EFT	Chevron	Fuel	Nelva	14.05	1,186.47
Check	5/3/2011	EFT	Exxon Mobil	Fuel	Nelva	28.78	1,215.25
Check	5/6/2011	EFT	Exxon Mobil	Fuel	Nelva	23.63	1,238.88
Check	5/9/2011	EFT	Exxon Mobil	Fuel	Nelva	27.80	1,266.68
Check	5/9/2011	EFT	Chevron	Fuel	Nelva	28.76	1,295.44
Check	5/16/2011	EFT	Chevron	Fuel	Nelva	29.32	1,324.76
Check	5/16/2011	EFT	Exxon Mobil	Fuel	Nelva	24.64	1,349.40
Check	5/20/2011	EFT	Chevron		Nelva	23.73	1,373.13
Check	5/23/2011	EFT	Chevron	Fuel	Nelva	24.40	1,397.53
Check	5/23/2011	EFT	Chevron	Fuel	Nelva	2.90	1,400.43
Check	5/24/2011	EFT	Chevron	Fuel	Nelva	23.33	1,423.76
Check	5/25/2011	EFT	TX Med Ctr Garage	Parking	Nelva	6.00	1,429.76
Check	5/26/2011	EFT	TX Med Ctr Garage	parking	Nelva	6.00	1,435.76
Check	5/27/2011	EFT	TX Med Ctr Garage	parking	Nelva	5.00	1,440.76
Check	5/31/2011	EFT	TX Med Ctr Garage	parking	Nelva	6.00	1,446.76
Check	5/31/2011	EFT	Chevron	Fuel	Nelva	24.48	1,471.24
Check	5/31/2011	EFT	TX Med Ctr Garage	parking	Nelva	2.00	1,473.24
Check	6/3/2011	EFT	Chevron	Fuel	Nelva	24.00	1,497.24
Check	6/6/2011	EFT	Exxon Mobil	Fuel	Nelva	43.12	1,540.36
Check	6/7/2011	EFT	Chevron	Fuel	Nelva	22.92	1,563.28
Check	6/8/2011	EFT	Exxon Mobil	Fuel	Nelva	22.08	1,585.36
Check	6/13/2011	EFT	Exxon Mobil	Fuel	Nelva	23.84	1,609.20
Check	6/14/2011	EFT	Exxon Mobil	Fuel	Nelva	29.37	1,638.57
Check	6/15/2011	EFT	Chevron	Fuel	Nelva	26.47	1,665.04
Check	6/20/2011	EFT	Exxon Mobil	Fuel	Nelva	25.60	1,690.64
Check	6/21/2011	EFT	Chevron	Fuel	Nelva	26.58	1,717.22
Check	6/27/2011	EFT	Chevron	Fuel	Nelva	25.13	1,742.35
Check	6/28/2011	EFT	Chevron	Fuel	Nelva	22.70	1,765.05
Check	7/1/2011	EFT	Chevron	Fuel	Nelva	26.25	1,791.30
Check	7/5/2011	EFT	Shell	Fuel	Nelva	23.05	1,814.35
Check	7/5/2011	EFT	Chevron	Fuel	Nelva	26.86	1,841.21
Check	7/8/2011	EFT	Chevron	Fuel	Nelva	25.68	1,866.89
Check	7/11/2011	EFT	Chevron	Fuel	Nelva	21.07	1,887.96
Check	7/13/2011	EFT	Chevron	Fuel	Nelva	23.37	1,911.33
Check	7/18/2011	EFT	Exxon Mobil	Fuel	Nelva	25.35	1,936.68
Check	7/19/2011	EFT	Chevron	Fuel	Nelva	30.18	1,966.86
Check	7/20/2011	EFT	Chevron	Fuel	Nelva	24.10	1,990.96

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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	7/25/2011	EFT	Chevron	Fuel	Nelva	26.07	2,017.03
Check	7/27/2011	EFT	Chevron	Fuel	Nelva	24.45	2,041.48
Check	8/1/2011	EFT	Exxon Mobil	Fuel	Nelva	25.68	2,067.16
Check	8/1/2011	EFT	Chevron	Fuel	Nelva	21.07	2,088.23
Check	8/2/2011	EFT	Chevron	Fuel	Nelva	20.62	2,108.85
Check	8/8/2011	EFT	Chevron	Fuel	Nelva	25.37	2,134.22
Check	8/9/2011	EFT	Chevron	Fuel	Nelva	26.27	2,160.49
Check	8/10/2011	EFT	Exxon Mobil	Fuel	Nelva	25.53	2,186.02
Check	8/15/2011	EFT	Chevron	Fuel	Nelva	25.41	2,211.43
Check	8/17/2011	EFT	Chevron	Fuel	Nelva	26.21	2,237.64
Check	8/22/2011	EFT	Chevron	Fuel	Nelva	25.52	2,263.16
Check	8/23/2011	EFT	Chevron	Fuel	Nelva	22.25	2,285.41
Check	8/25/2011	EFT	Chevron	Fuel	Nelva	15.14	2,300.55
Check	8/29/2011	EFT	Chevron	Fuel	Nelva	20.14	2,320.69
Check	8/31/2011	EFT	Chevron	Fuel	Nelva	20.16	2,340.85
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	21.50	2,362.35
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	16.07	2,378.42
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	14.34	2,392.76
Check	9/7/2011	EFT	Chevron	Fuel	Nelva	21.15	2,413.91
Check	9/13/2011	EFT	Exxon Mobil	Fuel	Nelva	23.96	2,437.87
Check	9/15/2011	EFT	Chevron	Fuel	Nelva	20.57	2,458.44
Check	9/19/2011	EFT	Chevron	Fuel	Nelva	20.23	2,478.67
Check	9/22/2011	EFT	Chevron	Fuel	Nelva	23.31	2,501.98
Check	9/27/2011	EFT	Chevron	Fuel	Nelva	25.07	2,527.05
Check	9/30/2011	EFT	Chevron	Fuel	Nelva	23.30	2,550.35
Check	10/3/2011	EFT	Chevron	Fuel	Nelva	25.22	2,575.57
Check	10/5/2011	EFT	Exxon Mobil	Fuel	Nelva	20.11	2,595.68
Check	10/6/2011	EFT	Chevron	Fuel	Nelva	20.52	2,616.20
Check	10/11/2011	EFT	Chevron	Fuel	Nelva	21.07	2,637.27
Check	10/12/2011	EFT	Chevron	Fuel	Nelva	22.02	2,659.29
Check	10/12/2011	EFT	Exxon Mobil	Fuel	Nelva	2.14	2,661.43
Check	10/14/2011	EFT	Chevron	Fuel	Nelva	24.70	2,686.13
Check	10/17/2011	EFT	Chevron	fuel	Nelva	21.07	2,707.20
Check	10/17/2011	EFT	Chevron	Fuel	Nelva	20.92	2,728.12
Check	10/19/2011	ET\FT	Chevron	Fuel	Nelva	21.78	2,749.90
Check	10/26/2011	eft	Exxon Mobil	fUEL	Nelva	20.25	2,770.15
Check	10/27/2011	EFT	Chevron	Fuel	Nelva	20.99	2,791.14
Check	10/31/2011	EFT	Chevron	Fuel	Nelva	22.72	2,813.86
Check	10/31/2011	EFT	Chevron	Fuel	Nelva	21.06	2,834.92
Check	11/2/2011	EFT	Chevron	Fuel	Nelva	20.90	2,855.82
Check	11/4/2011	EFT	Chevron	Fuel	Nelva	19.91	2,875.73
Check	11/7/2011	EFT	Chevron	Fuel	Nelva	22.79	2,898.52
Check	11/9/2011	EFT	Chevron	Fuel	Nelva	20.41	2,918.93
Check	11/14/2011	eft	Chevron	fUEL	Nelva	25.76	2,944.69
Check	11/14/2011	eft	Chevron	Fuel	Nelva	21.07	2,965.76
Total Automobile Expense						2,965.76	2,965.76
Bank & Brokerage Charges							
Check	12/23/2010	EFT	Bank of America	External Transfer Fee	Nelva	3.00	3.00
General Journal	12/28/2010	EJ20101214		Offset Admin Fee	Elmer	-13.88	-10.88
Check	12/30/2010	EFT	Bank of America	Check Order	Nelva	27.00	16.12
General Journal	1/6/2011	EJ20110106		Advisory Solutions Program Fee	Elmer	305.91	322.03
Check	1/13/2011	EFT	Bank of America	Check Order	Nelva	26.00	348.03
Check	1/19/2011	EFT	Bank of America	NSF Returned Item Fee for Activity	Nelva	35.00	383.03
Check	1/19/2011	EFT	Bank of America	NSF Overdraft Item Fee For Activity	Nelva	35.00	418.03
Check	1/19/2011	EFT	Bank of America	NSF: Returned Item Fee for Activity	Nelva	35.00	453.03
Check	1/20/2011	EFT	Bank of America	External Transfer Fee	Survivor	3.00	456.03
General Journal	1/27/2011	EJ20110108		Offset of Admin Fee	Elmer	-12.41	443.62
General Journal	1/27/2011	EJ20120456		Fee Refund Nbkhuz8 - Reimbursement	Nelva	-105.00	338.62
General Journal	2/4/2011	EJ20110203		Redeem JPM Fed Money Market Instl Cl	Elmer	297.60	636.22
General Journal	2/23/2011	EJ20110205		Fee Offset Less Admin Fee	Elmer	-11.67	624.55
General Journal	3/4/2011	EJ20110303		Redeem JPM Fed Money Market Inst	Elmer	273.03	897.58
General Journal	3/11/2011	DR12110301		Svc Fee on Reinvestment of Dividends on Chevron Stock	Family	3.00	900.58
General Journal	3/23/2011	EJ20110306		Fee Offset Less Admin Fee	Elmer	-13.01	887.57
General Journal	4/5/2011	EJ20110403		Redeem JPM Fed Money Market Instl Cl	Elmer	300.68	1,188.25
General Journal	4/21/2011	EJ20110404		Fee Offset Less Admin Fee	Elmer	-11.70	1,176.55
General Journal	5/5/2011	EJ20110502		Redeem JPM Fed Money Market Instl	Elmer	295.92	1,472.47
General Journal	5/17/2011	EJ20110503		Fee Offset Less Admin Fee	Elmer	-12.12	1,460.35
General Journal	6/1/2011	EJ20110602		Minimum Balance Fee	Survivor	3.00	1,463.35
General Journal	6/1/2011	EJ20110601		Redeem JPM Fed Money Market Instl Cl	Elmer	305.34	1,768.69
Check	6/14/2011	EFT	Bank of America	External Transfer Fee - 3 Day bank charge	Survivor	3.00	1,771.69
General Journal	6/22/2011	EJ20110604		Fee Offset Less Admin Fee	Elmer	-11.59	1,760.10
Check	6/23/2011	EFT	Bank of America	Check order fee	Nelva	23.00	1,783.10
General Journal	7/8/2011	EJ20110703		Redeemed JPM Fed Money Market Instl Cl	Elmer	288.60	2,071.70
Check	7/20/2011	EFT	Bank of America	Safebox Fee	Survivor	8.00	2,079.70
General Journal	7/26/2011	EJ20110704		Fee Offset Less Admin Fee	Elmer	-12.20	2,067.50
Check	7/27/2011	EFT	Bank of America	External transfer fee - 3 Day	Survivor	3.00	2,070.50
General Journal	8/4/2011	EJ20110802		Redeemed JPM Fed Money Market Instl Cl	Elmer	302.09	2,372.59
General Journal	8/25/2011	EJ20110803		Fee Offset Less Admin Fee	Elmer	-11.67	2,360.92
General Journal	9/7/2011	EJ20110902		Redeemed JPM Fed Money Market Instl C	Elmer	279.62	2,640.54
General Journal	9/22/2011	EJ20110906		Fee Offset Less Admin Fee	Elmer	-13.30	2,627.24
General Journal	10/6/2011	EJ20111003		Redeemed JPM Fed Money Market Instl Cl	Elmer	260.78	2,888.02
General Journal	10/25/2011	EJ20111005		Fee Offset Less Admin Fee	Elmer	-14.31	2,873.71
General Journal	11/1/2011	EJ20110145		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,965.49
Check	11/3/2011	EFT	Bank of America	check order	Nelva	23.00	2,988.49
General Journal	11/4/2011	EJ20111103		Redeemed JPM Fed Money Market Instl Cl	Elmer	264.30	3,252.79
Check	11/7/2011	EFT	Bank of America	Wire transfer fee	Survivor	25.00	3,277.79
Check	11/7/2011	EFT	Bank of America	Wire transfer fee	Survivor	25.00	3,302.79

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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	11/8/2011	eft	Bank of America	External transfer fee - 3 Day	Survivor	3.00	3,305.79
Check	11/9/2011	EFT	Bank of America	TX Tlr payment to Sdb 2575 banking	Survivor	25.00	3,330.79
General Journal	11/10/2011	EJ20110148		Safe Deposit Box Rent Refund Fde	Survivor	-82.00	3,248.79
Check	11/14/2011	EFT	Bank of America	Safe box fee	Survivor	135.00	3,383.79
General Journal	11/18/2011	EJ20111104		Estate Service Fee	Survivor	100.00	3,483.79
General Journal	11/21/2011	EJ20111105		Wire Transfer Fee	Survivor	25.00	3,508.79
Check	11/21/2011	EFT	Bank of America	wire transfer fee	Survivor	12.00	3,520.79
General Journal	11/22/2011	EJ20111104		Fee Offset Less Admin Fee	Elmer	-13.47	3,507.32
Check	12/1/2011	Debit	Bank of America-Brun...	Check order	Survivor	26.00	3,533.32
General Journal	12/9/2011	EJ20111211		Estate Valuation Fee	Survivor	50.00	3,583.32
General Journal	12/23/2011	EJ20111223		Fee Offset Less Admin Fee	Elmer	-13.85	3,569.47
General Journal	12/31/2011	EJ20111204		Redeem JPMorgan Fed Money Market Istl Cl	Elmer	256.62	3,826.09
General Journal	1/6/2012	EJ20120103		Redeemed JP Morgan Fed Mon Mkt	Elmer	264.78	4,090.87
Check	1/11/2012	EFT	Bank of America		Elmer	14.00	4,104.87
General Journal	1/19/2012	EJ20120105		Fee Offset Less Admin Fee	Elmer	-13.09	4,091.78
General Journal	2/3/2012	EJ20120203		Redeemed JP Morgan Fed Mon Mkt Instl Cl	Elmer	269.92	4,361.70
General Journal	2/24/2012	EJ20120204		Fee Offset Less Admin Fee	Elmer	-12.21	4,349.49
General Journal	2/28/2012	EJ20120221		Annual Service Fee	Survivor	40.00	4,389.49
Check	3/5/2012	TXFR	Bank of America	External transfer fee - 3 day	Survivor	3.00	4,392.49
General Journal	3/6/2012	EJ20120303		Redeem JP Morgan Fed Mon Mkt Instl Cl	Elmer	260.41	4,652.90
Check	3/15/2012	EFT	Bank of America		Elmer	31.00	4,683.90
Check	3/16/2012	EFT	Bank of America	Returned Irem Chargeback Fee	Survivor	12.00	4,695.90
Check	3/16/2012	EFT	Bank of America	Returned Item Chargeback - Met Life dupl check	Survivor	70.30	4,766.20
General Journal	3/28/2012	EJ20120307		Fee Offset Less Admin Fee	Elmer	-12.62	4,753.58
General Journal	4/5/2012	EJ20120403		Redeem JP Morgan Fed Mon Mkt	Elmer	283.77	5,037.35
General Journal	4/20/2012	EJ20120404		Fee Offset Less Admin Fee	Elmer	-11.53	5,025.82
General Journal	5/4/2012	EJ20120503		Redeem JP Morgan Fed Mon Mkt	Elmer	272.29	5,298.11
General Journal	5/30/2012	EJ20120506		Fee Offset Less Admin Fee	Elmer	-11.98	5,286.13
General Journal	6/5/2012	EJ20120603		Redeem JP Morgan Fed Mon Mkt	Elmer	272.55	5,558.68
General Journal	6/25/2012	EJ20120607		Fee Offset Les Admin Fee	Elmer	-12.29	5,546.39
General Journal	7/6/2012	EJ20120703		Redeem JP Morgan Fed Mon Mkt	Elmer	259.71	5,806.10
Check	7/17/2012	EFT	Bank of America	External transfer fee - 3 Day	Survivor	3.00	5,809.10
General Journal	7/27/2012	EJ20120704		Fee Offset Less Admin Fee	Elmer	-16.56	5,792.54
General Journal	8/3/2012	EJ20120803		Redeem JP Morgan Fed Mon Mkt	Elmer	275.06	6,067.60
General Journal	8/23/2012	EJ20120804		Fee Offset Less Admin Fee	Elmer	-16.69	6,050.91
General Journal	9/7/2012	EJ20120903		Redeem JP Morgan Fed Mon Mkt	Elmer	281.37	6,332.28
General Journal	9/25/2012	EJ20120907		Fee Offset Less Admin Fee	Elmer	-16.75	6,315.53
General Journal	10/4/2012	EJ20121003		Redeem JP Morgan Fed Mon Mkt	Elmer	278.62	6,594.15
General Journal	10/24/2012	EJ20121006		Fee Offset Less Admin Fee	Elmer	-17.20	6,576.95
General Journal	11/6/2012	EJ20121103		Redeem JP Morgan Fed Mon Mkt	Elmer	288.03	6,864.98
General Journal	11/30/2012	EJ20121104		Fee Offset Less Admin Fee	Elmer	-17.01	6,847.97
General Journal	12/6/2012	EJ20121203		Redeem JP Morgan Fed Mon Mkt	Elmer	275.75	7,123.72
General Journal	12/21/2012	EJ20121211		Fee Offset Less Admin Fee	Elmer	-17.22	7,106.50
General Journal	1/7/2013	EJ20130102		Redeem JP Morgan Fed Mon Mkt	Elmer	290.80	7,397.30
General Journal	1/25/2013	EJ20130104		Fee Offset Less Admin Fee	Elmer	-16.98	7,380.32
General Journal	2/5/2013	EJ20130203		Redeem JP Morgan Fed Mon Mkt	Elmer	299.80	7,680.12
General Journal	2/22/2013	EJ20130204		Fee Offset Less Admin Fee	Elmer	-17.22	7,662.90
General Journal	2/28/2013	EJ20130222		Annual Fee	Survivor	40.00	7,702.90
General Journal	3/7/2013	EJ20130303		Redeem JP Morgan Fed Mon Mkt	Elmer	273.58	7,976.48
General Journal	3/19/2013	EJ20130306		Fee Offset Less Admin Fee	Elmer	-18.33	7,958.15
General Journal	4/9/2013	EJ20130403		Redeem JP Morgan Fed Mon Mkt	Elmer	306.53	8,264.68
General Journal	4/18/2013	EJ20130404		Fee Offset Less Admin Fee	Elmer	-17.32	8,247.36
Check	4/30/2013	EFT	Bank of America	Monthly Fee	Nelva	12.00	8,259.36
General Journal	5/7/2013	EJ20130503		Redeem JP Morgan Fed Mon Mkt	Elmer	298.51	8,557.87
General Journal	5/28/2013	EJ20130504		Fee Offset Less Admin Fee	Elmer	-17.25	8,540.62
Total Bank & Brokerage Charges						8,540.62	8,540.62
Checks/Cash to Family Members							
Check	12/21/2010	6849	Amy Brunsting Tschir...	Christmas Gifts	Nelva	200.00	200.00
Check	12/21/2010	EFT	Amy Brunsting Tschir...	Transfer Confirmation #6403973884	Nelva	7,000.00	7,200.00
Check	12/31/2010	ATM	Cash	TX Tr Cash Withdrawal at Banking Center Town and Country	Nelva	25.00	7,225.00
Check	1/12/2011	ATM	Cash	ATM 01/11 #000007185	Nelva	40.00	7,265.00
Check	1/19/2011	EFT	Amy Tschirhart	ties to G Vie letter/sch's dated 7/15/13	Survivor	6,000.00	13,265.00
Check	1/25/2011	ATM	Cash	ATM - Cash 01/25 #000006811	Nelva	10.00	13,275.00
Check	1/25/2011	115	Cash	CAsh	Nelva	100.00	13,375.00
Check	2/22/2011	140	Cash	Cash	Nelva	100.00	13,475.00
Check	3/14/2011	149	Candace Curtis		Nelva	25.00	13,500.00
Check	3/20/2011	7007	Amy Brunsing	Reimbursement for supplies	Survivor	40.00	13,540.00
Check	4/7/2011	EFT	Candace Curtis	Gifts Given/ref acct 2272/ties to G Vie letter/sch's dated 7/15/13	Survivor	3,000.00	16,540.00
Check	4/21/2011	EFT	Best uy	Tino phone	Nelva	376.38	16,916.38
Check	5/10/2011	7014	TDECU	Luke Truck, ties to G Vie letter/sch's dated 7/15/13	Survivor	5,443.22	22,359.60
Check	5/27/2011	7016	The Victoria Col	Luke college -in lieu of Anita Trustee fee per G Vie letter	Survivor	461.00	22,820.60
Check	6/2/2011	EFT	Iowa 529	Kt college - Ach DES:Contribution ID:0000	Survivor	500.00	23,320.60
Check	6/3/2011	EFT	Am-Honda	For Katie DES:PMT ID:000001032223 ties to G Vie letter/sch's ...	Survivor	5,750.51	29,071.11
Check	6/6/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:11...	Survivor	2,358.75	31,429.86
Check	6/8/2011	TXFR	Candace Curtis	Candy Curtis to ckg ...2272 ties to G Vie letter/sch's dated 7/15...	Survivor	2,000.00	33,429.86
Check	6/13/2011	TXFR	Amy Tschirhart	Reimbursement - Supplies to fix house	Survivor	100.00	33,529.86
Check	6/23/2011	240	Luke Riley	Household yard work	Nelva	25.00	33,554.86
Check	6/27/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter $ amt. transposed...	Survivor	2,364.34	35,919.20
Check	7/6/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPAY ID:114...	Survivor	2,976.35	38,895.55
Check	7/15/2011	EFT	Bank of America Cre...	Cr Card pymt in lieu of Trustee fee Anita, G Vie letter and Trust ...	Survivor	7,242.83	46,138.38
Check	7/18/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letterDES:EPAY ID:115...	Survivor	1,998.19	48,136.57
Check	7/26/2011	EFT	Amy Tschirhart	Reimbursement supplies to fix house	Survivor	100.00	48,236.57
Check	8/24/2011	EFT	Candace Curtis	ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	50,236.57
Check	8/24/2011	EFT	Candace Curtis	to chk 2839	Nelva	75.00	50,311.57
Check	8/25/2011	EFT	Candace Curtis	to chk 2839	Nelva	15.00	50,326.57
Check	8/25/2011	EFT	Candace Curtis	to chk 2839	Nelva	15.00	50,341.57
Check	8/26/2011	EFT	UTSA Admissions	Luke college - Education	Survivor	575.00	50,916.57

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	9/6/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:117...	Survivor	999.04	51,915.61
Check	9/7/2011	EFT	Candace Curtis	to chk 2839	Nelva	125.00	52,040.61
Check	9/8/2011	EFT	Candace Curtis	to chk 2839	Nelva	550.00	52,590.61
Check	9/23/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter date on his sch 9/7	Survivor	4,767.36	57,357.97
Check	10/4/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:119...	Survivor	2,390.35	59,748.32
Check	10/5/2011	EFT	Candace Curtis	to chk 2839``	Nelva	500.00	60,248.32
Check	10/18/2011	356	Nelva Brunsting	Cash	Nelva	50.00	60,298.32
Check	10/19/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID:120...	Survivor	2,033.30	62,331.62
Check	10/21/2011	7032	Vehs Bankd Boosters	Katy band	Survivor	280.00	62,611.62
Check	10/26/2011	EFT	Candace Curtis	ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	64,611.62
Check	11/1/2011	TXFR	Luke Riley	Luke College ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	66,611.62
Check	11/3/2011	EFT	Bank of America Cre...	in lieu of Anita Trustee fee as per G Vie letter his sch had 10/6 d...	Survivor	102.52	66,714.14
Check	11/7/2011	EFT	Anita Brunsting	Legal fees Wire Type:Wire Out Date:111107 T to anita for futu...	Survivor	10,000.00	76,714.14
Check	11/7/2011	EFT	Amy Brunsing	Legal fees Wire TyoeL Wire Out Date:111107 T to amy for f...	Survivor	10,000.00	86,714.14
Check	11/7/2011	EFT	Amy Tschirhart	Reimbursement - for supplies to fix house	Survivor	1,000.00	87,714.14
Check	11/8/2011	EFT	Chase Credit Card	in lieu of Anita Trustee fee as per G Vie letter DES:EPay ID: 121...	Survivor	3,274.51	90,988.65
Check	11/10/2011	EFT	Candace Curtis	ties to G Vie letter/sch's dated 7/15/13	Survivor	2,000.00	92,988.65
Check	1/25/2012	111	Amy Brunsing	Reimbursement - moving/repair expenses	Survivor	425.94	93,414.59
Check	2/27/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	10,000.00	103,414.59
Check	3/2/2012	TXFR	Amy Brunsing	Reimbursement trust expenses	Survivor	841.45	104,256.04
Check	3/2/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	2,537.50	106,793.54
Check	3/5/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	10,000.00	116,793.54
Check	3/6/2012	TXFR	Carole Brunsting	Reimbursement - leveling house	Survivor	3,117.50	119,911.04
General Journal	3/13/2012	EJ20120410	Amy Brunsting	Reimbursement	Survivor	-10,000.00	109,911.04
General Journal	3/13/2012	EJ20120412	Anita Brunsting	Reimbursement	Survivor	-10,040.00	99,871.04
Check	4/16/2012	122	Candace Curtis	Remainder of Life Ins Trust - Other Income	Survivor	60.00	99,931.04
Check	4/16/2012	123	Carl Brunsting	Remainder of Life Ins Trust	Survivor	60.00	99,991.04
Check	4/16/2012	124	Amy Brunsing	Remainder of Life Ins Trust - Other Inc	Survivor	60.00	100,051.04
Check	4/16/2012	125	Carole Brunsting	Remainder of Life Ins Trust - Other Inc	Survivor	60.00	100,111.04
Check	4/16/2012	127	Anita Brunsting	Remainder of Life Ins Trust - Other Inc	Survivor	44.65	100,155.69
Check	4/20/2012	EFT	Carole Brunsting	Moving Expenses Reimbursement	Survivor	1,563.50	101,719.19
Check	4/25/2012	131	Anita Brunsting	Legal fees Reimbursement for Retainer to Chip Mathews	Survivor	5,000.00	106,719.19
Check	4/25/2012	130	Anita Brunsting	Reimbursement for UPS to mail boxes to S Mills	Survivor	102.11	106,821.30
Check	5/16/2012	101	Anita Brunsting	Reimbursement for 1/2 farm tax	Elmer	1,679.43	108,500.73
Check	7/16/2012	TXFR	Amy Brunsing	Trust expenses - Reimbursement	Survivor	353.43	108,854.16
Check	9/10/2012	139	Anita Brunsting	Reimburse postage	Survivor	61.75	108,915.91
Check	9/10/2012	140	Anita Brunsting	Stamps reimbursement	Survivor	9.00	108,924.91
Total Checks/Cash to Family Members						108,924.91	108,924.91
Dues and Subscriptions							
Check	3/15/2011	154	Birds and Blooms		Nelva	10.00	10.00
Check	4/25/2011	187	Doon Press		Nelva	26.50	36.50
Check	8/17/2011	294	Houston Chronicle		Nelva	138.00	174.50
Check	8/18/2011	292	Time Magazine		Nelva	20.00	194.50
Check	9/21/2011	322	Iowa Outdoors		Nelva	15.00	209.50
Check	9/10/2012	137	Houston Chronicle	final payment - subscription	Survivor	68.97	278.47
Total Dues and Subscriptions						278.47	278.47
Food/Dining/Groceries							
Check	12/21/2010	6848	Randalls		Nelva	60.51	60.51
Check	1/10/2011	EFT	Randalls	01/09 #000555055	Nelva	234.97	295.48
Check	1/18/2011	EFT	Kroger		Nelva	32.33	327.81
Check	1/24/2011	EFT	Randalls	01/23 #000635058	Nelva	35.89	363.70
Check	1/24/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	366.99
Check	1/31/2011	EFT	Randalls		Nelva	51.87	418.86
Check	1/31/2011	EFT	Randalls		Nelva	47.24	466.10
Check	1/31/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	469.39
Check	2/7/2011	EFT	Randalls		Nelva	71.64	541.03
Check	2/14/2011	EFT`	Randalls		Nelva	23.68	564.71
Check	2/14/2011	EFT	Randalls		Nelva	76.92	641.63
Check	2/18/2011	EFT	Kroger		Nelva	27.33	668.96
Check	2/22/2011	EFT	Subway	Dining	Nelva	3.25	672.21
Check	2/22/2011	EFT	Chick-fil-a #0103	Dining	Nelva	5.83	678.04
Check	2/22/2011	EFT	Randalls		Nelva	47.02	725.06
Check	2/22/2011	EFT	Wal-Mart		Nelva	46.27	771.33
Check	2/22/2011	EFT	Randalls		Nelva	8.68	780.01
Check	2/22/2011	EFT	Walgreens		Nelva	28.12	808.13
Check	2/24/2011	EFT	Randalls		Nelva	24.39	832.52
Check	3/7/2011	EFT	Randalls		Nelva	24.30	856.82
Check	3/7/2011	EFT	Chick-fil-a #0103		Nelva	3.29	860.11
Check	3/7/2011	EFT	Randalls		Nelva	9.77	869.88
Check	3/7/2011	eft	Wal-Mart		Nelva	11.89	881.77
General Journal	3/7/2011	EJ20120461		DEBIT 1943	Nelva	-6.48	875.29
Check	3/8/2011	eft	Subway		Nelva	3.25	878.54
Check	3/14/2011	EFT	Randalls		Nelva	29.21	907.75
Check	3/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	14.16	921.91
Check	3/14/2011	EFT	Randalls		Nelva	13.23	935.14
Check	3/14/2011	EFT	Taco Cabana	Dining	Nelva	6.48	941.62
Check	3/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	944.91
Check	3/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	1.83	946.74
Check	3/14/2011	EEFT	Taco Cabana	Dining	Nelva	8.63	955.37
Check	3/16/2011	EFT	Randalls		Nelva	60.94	1,016.31
Check	3/16/2011	EFT	Randalls		Nelva	12.44	1,028.75
Check	3/18/2011	EFT	Randalls		Nelva	69.77	1,098.52
Check	3/21/2011	EFT	Taco Cabana	Dining	Nelva	22.68	1,121.20
Check	3/21/2011	EFT	Taco Cabana	Dining	Nelva	23.77	1,144.97
Check	3/21/2011	EFT	Wal-Mart		Nelva	114.67	1,259.64
Check	3/21/2011	EFT	Randalls		Nelva	18.37	1,278.01

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	3/21/2011	EFT	Randalls		Nelva	13.11	1,291.12
Check	3/28/2011	EFT	Randalls		Nelva	36.05	1,327.17
Check	3/29/2011	EFT	Subway	Dining	Nelva	4.33	1,331.50
Check	3/30/2011	EFT	Randalls		Nelva	8.85	1,340.35
Check	4/4/2011	EFT	Wal-Mart		Nelva	37.28	1,377.63
Check	4/4/2011	EFT	Randalls		Nelva	34.54	1,412.17
Check	4/4/2011	EFT	Randalls		Nelva	52.52	1,464.69
Check	4/5/2011	EFT	Subway	Dining	Nelva	3.25	1,467.94
Check	4/6/2011	EFT	Randalls		Nelva	34.97	1,502.91
Check	4/8/2011	EFT	Randalls		Nelva	15.87	1,518.78
Check	4/11/2011	EFT	Subway	Dining	Nelva	3.79	1,522.57
Check	4/11/2011	EFT	Chick-fil-a #0103	Dining	Nelva	1.83	1,524.40
Check	4/11/2011	EFT	Chick-fil-a #0103	Dining	Nelva	1.83	1,526.23
Check	4/11/2011	EFT	Randalls		Nelva	16.56	1,542.79
Check	4/11/2011	EFT	Randalls		Nelva	51.94	1,594.73
Check	4/12/2011	EFT	Subway	Dining	Nelva	3.25	1,597.98
Check	4/12/2011	EFT	Randalls		Nelva	34.69	1,632.67
Check	4/13/2011	EFT	Randalls		Nelva	67.04	1,699.71
Check	4/14/2011	EFT	Randalls		Nelva	24.03	1,723.74
Check	4/15/2011	EFT	Chick-fil-a #0103	Dining	Nelva	10.25	1,733.99
Check	4/18/2011	EFT	Randalls		Nelva	26.45	1,760.44
Check	4/18/2011	EFT	Randalls		Nelva	23.16	1,783.60
Check	4/18/2011	EFT	Randalls		Nelva	17.30	1,800.90
Check	4/22/2011	EFT	Randalls		Nelva	57.60	1,858.50
Check	4/25/2011	EFT	Subway	Dining	Nelva	3.79	1,862.29
Check	4/25/2011	EFT	Subway	Dining	Nelva	3.79	1,866.08
Check	4/25/2011	EFT	Taco Cabana	Dining	Nelva	22.68	1,888.76
Check	4/25/2011	EFT	Randalls		Nelva	86.07	1,974.83
Check	5/2/2011	EFT	Randalls		Nelva	140.07	2,114.90
Check	5/3/2011	EFT	Randalls		Nelva	36.75	2,151.65
Check	5/6/2011	EFT	Randalls		Nelva	17.30	2,168.95
Check	5/9/2011	EFT	Randalls		Nelva	33.74	2,202.69
Check	5/9/2011	EFT	Randalls		Nelva	55.52	2,258.21
Check	5/11/2011	EFT	Randalls		Nelva	10.39	2,268.60
Check	5/16/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	2,271.89
Check	5/16/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	2,275.18
Check	5/18/2011	EFT	Randalls		Nelva	42.56	2,317.74
Check	5/20/2011	EFT	Randalls		Nelva	21.87	2,339.61
Check	5/23/2011	EFT	Randalls		Nelva	57.35	2,396.96
Check	5/25/2011	EFT	Randalls	Dining	Nelva	43.52	2,440.48
Check	5/31/2011	EFT	Randalls		Nelva	31.71	2,472.19
Check	6/3/2011	EFT	Randalls		Nelva	23.46	2,495.65
Check	6/6/2011	EFT	Kroger		Nelva	32.17	2,527.82
Check	6/6/2011	EFT	Randalls		Nelva	23.97	2,551.79
Check	6/6/2011	EFT	Randalls		Nelva	20.00	2,571.79
Check	6/6/2011	EFT	Fastop	Dining	Nelva	4.25	2,576.04
Check	6/13/2011	EFT	McDonald's	Dining	Nelva	13.46	2,589.50
Check	6/13/2011	EFT	Kroger		Nelva	3.05	2,592.55
Check	6/13/2011	EFT	Randalls		Nelva	43.77	2,636.32
Check	6/13/2011	EFT	Randalls		Nelva	54.05	2,690.37
Check	6/14/2011	EFT	McDonald's	Dining	Nelva	2.17	2,692.54
Check	6/20/2011	EFT	Randalls		Nelva	24.19	2,716.73
Check	6/24/2011	EFT	Randalls		Nelva	41.68	2,758.41
Check	6/28/2011	EFT	Randalls		Nelva	50.83	2,809.24
Check	7/1/2011	EFT	Randalls		Nelva	18.92	2,828.16
Check	7/5/2011	EFT	Randalls		Nelva	25.61	2,853.77
Check	7/5/2011	EFT	Randalls		Nelva	34.05	2,887.82
Check	7/6/2011	EFT	Chick-fil-a #0103	Dining	Nelva	5.13	2,892.95
Check	7/8/2011	EFT	Randalls		Nelva	46.61	2,939.56
Check	7/11/2011	EFT	Randalls		Nelva	52.99	2,992.55
Check	7/11/2011	EFT	McDonald's	Dining	Nelva	2.48	2,995.03
Check	7/11/2011	EFT	Randalls		Nelva	29.80	3,024.83
Check	7/18/2011	EFT	Randalls		Nelva	35.41	3,060.24
Check	7/18/2011	EFT	Randalls		Nelva	25.14	3,085.38
Check	7/18/2011	EFT	Wal-Mart		Nelva	260.73	3,346.11
Check	7/21/2011	EFT	Randalls		Nelva	45.34	3,391.45
Check	7/25/2011	EFT	Randalls		Nelva	43.38	3,434.83
Check	7/25/2011	EFT	Randalls		Nelva	60.57	3,495.40
Check	7/25/2011	EFT	Kolache Factory	Dining	Nelva	3.76	3,499.16
Check	7/28/2011	EFT	Randalls		Nelva	31.23	3,530.39
Check	7/28/2011	EFT	Randalls		Nelva	26.20	3,556.59
Check	7/29/2011	EFT	Chick-fil-a #0103	Dining	Nelva	1.83	3,558.42
Check	8/1/2011	EFT	Randalls		Nelva	47.94	3,606.36
Check	8/1/2011	EFT	Walgreens		Nelva	20.99	3,627.35
Check	8/1/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	3,630.64
Check	8/2/2011	EFT	Randalls		Nelva	29.74	3,660.38
Check	8/4/2011	EFT	McDonald's	Dining	Nelva	2.17	3,662.55
Check	8/5/2011	EFT	Randalls		Nelva	24.92	3,687.47
Check	8/8/2011	EFT	Randalls		Nelva	30.29	3,717.76
Check	8/8/2011	EFT	Randalls	08/06	Nelva	57.90	3,775.66
Check	8/10/2011	EFT	Randalls		Nelva	21.76	3,797.42
Check	8/15/2011	EFT	Randalls		Nelva	58.34	3,855.76
Check	8/15/2011	EFT	Randalls		Nelva	46.75	3,902.51
Check	8/17/2011	EFT	HEB		Nelva	34.39	3,936.90
Check	8/17/2011	EFT	HEB		Nelva	19.77	3,956.67
Check	8/22/2011	EFT	Randalls		Nelva	39.52	3,996.19
Check	8/22/2011	EFT	Randalls		Nelva	44.99	4,041.18
Check	8/24/2011	EFT	Randalls		Nelva	44.36	4,085.54

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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	8/24/2011	EFT	Randalls		Nelva	28.74	4,114.28
Check	8/25/2011	EFT	Randalls		Nelva	18.33	4,132.61
Check	8/29/2011	EFT	Randalls		Nelva	36.15	4,168.76
Check	9/2/2011	EFT	Randalls		Nelva	21.71	4,190.47
Check	9/6/2011	EFT	Randalls		Nelva	33.12	4,223.59
Check	9/6/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	4,226.88
Check	9/6/2011	EFT	Randalls		Nelva	68.27	4,295.15
Check	9/7/2011	EFT	Randalls		Nelva	50.29	4,345.44
Check	9/8/2011	EFT	Randalls		Nelva	14.60	4,360.04
Check	9/9/2011	EFT	Chick-fil-a #0103		Nelva	3.29	4,363.33
Check	9/12/2011	EFT	Randalls		Nelva	92.24	4,455.57
Check	9/12/2011	EFT	Randalls		Nelva	20.00	4,475.57
Check	9/19/2011	EFT	Randalls		Nelva	42.84	4,518.41
Check	9/23/2011	EFT	Walgreens		Nelva	11.99	4,530.40
Check	9/26/2011	EFT	Wal-Mart		Nelva	133.75	4,664.15
Check	9/26/2011	EFT	Randalls		Nelva	23.57	4,687.72
Check	9/28/2011	EFT	Randalls		Nelva	14.06	4,701.78
Check	9/28/2011	EFT	Randalls		Nelva	18.90	4,720.68
Check	9/30/2011	EFT	Randalls		Nelva	28.77	4,749.45
Check	9/30/2011	EFT	Randalls		Nelva	19.06	4,768.51
Check	10/3/2011	EFT	Wal-Mart		Nelva	55.92	4,824.43
Check	10/3/2011	EFT	Randalls		Nelva	32.16	4,856.59
Check	10/3/2011	EFT	HEB		Nelva	20.75	4,877.34
Check	10/3/2011	EFT	Randalls		Nelva	8.95	4,886.29
Check	10/4/2011	EFT	Randalls		Nelva	38.92	4,925.21
Check	10/7/2011	EFT	Randalls		Nelva	39.04	4,964.25
Check	10/11/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	4,967.54
Check	10/11/2011	EFT	Randalls		Nelva	26.50	4,994.04
Check	10/11/2011	EFT	Randalls		Nelva	14.06	5,008.10
Check	10/12/2011	ET	Randalls		Nelva	25.47	5,033.57
Check	10/17/2011	EFT	Randalls		Nelva	65.96	5,099.53
Check	10/17/2011	EFT	Randalls		Nelva	45.32	5,144.85
Check	10/17/2011	EFT	Randalls		Nelva	28.98	5,173.83
Check	10/17/2011	EFT	Randalls		Nelva	28.05	5,201.88
Check	10/17/2011	EFT	Randalls		Nelva	17.30	5,219.18
Check	10/17/2011	EFT	McDonald's	Dining	Nelva	6.26	5,225.44
Check	10/19/2011	EFT	Randalls		Nelva	27.71	5,253.15
Check	10/20/2011	EFT	Chick-fil-a #0103	dINING	Nelva	3.29	5,256.44
Check	10/21/2011	eft	Randalls		Nelva	7.61	5,264.05
Check	10/21/2011	eft	Chick-fil-a #0103	dINING	Nelva	3.29	5,267.34
Check	10/24/2011	EFT	Randalls		Nelva	41.88	5,309.22
Check	10/24/2011	eft	Chick-fil-a #0103	dINING	Nelva	3.29	5,312.51
Check	10/25/2011	eft	Randalls		Nelva	52.17	5,364.68
Check	10/26/2011	eft	Randalls		Nelva	42.23	5,406.91
Check	10/26/2011	EFT	Subway	Dining	Nelva	14.70	5,421.61
Check	10/31/2011	EFT	Randalls		Nelva	94.10	5,515.71
Check	10/31/2011	EFT	Randalls		Nelva	20.33	5,536.04
Check	10/31/2011	EFT	Randalls		Nelva	6.90	5,542.94
Check	11/1/2011	EFT	Randalls		Nelva	33.16	5,576.10
Check	11/2/2011	EFT	Randalls	Fuel	Nelva	25.78	5,601.88
Check	11/4/2011	EFT	Randalls		Nelva	10.00	5,611.88
Check	11/4/2011	EFT	Randalls		Nelva	53.01	5,664.89
Check	11/7/2011	EFT	Au Bon Pain-memo	Dining	Nelva	3.94	5,668.83
Check	11/7/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	5,672.12
Check	11/7/2011	EFT	McDonald's	Dining	Nelva	1.08	5,673.20
Check	11/7/2011	EFT	Randalls		Nelva	33.51	5,706.71
Check	11/7/2011	EFT	Randalls		Nelva	34.35	5,741.06
Check	11/8/2011	EFT	Randalls		Nelva	17.84	5,758.90
Check	11/8/2011	EFT	McDonald's	Dining	Nelva	6.70	5,765.60
Check	11/8/2011	EFT	Randalls		Nelva	48.45	5,814.05
Check	11/9/2011	EFT	HEB		Nelva	43.40	5,857.45
Check	11/14/2011	eft	Randalls		Nelva	32.71	5,890.16
Check	11/14/2011	eft	Randalls		Nelva	30.92	5,921.08
Check	11/14/2011	eft	Randalls		Nelva	22.41	5,943.49
Check	11/14/2011	EFT	McDonald's	Dining	Nelva	8.60	5,952.09
Check	11/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	5,955.38
Check	11/14/2011	EFT	Chick-fil-a #0103	Dining	Nelva	3.29	5,958.67
Total Food/Dining/Groceries						5,958.67	5,958.67
Funeral							
Check	11/12/2011	7033	Memorial Oaks		Survivor	1,595.00	1,595.00
Check	11/14/2011	7035	Memorial Oaks		Survivor	1,511.29	3,106.29
Check	11/15/2011	7036	Memorial Oaks	Organist	Survivor	150.00	3,256.29
Check	11/15/2011	7037	Bob Johnson	pastor	Survivor	300.00	3,556.29
Total Funeral						3,556.29	3,556.29
Household							
Check	1/20/2011	111	Mrs. Gutierrez	Cleaning	Nelva	70.00	70.00
Check	2/11/2011	125	Mrs. Gutierrez	Cleaning	Nelva	70.00	140.00
Check	2/18/2011	161	Mrs. Gutierrez	Cleaning	Nelva	70.00	210.00
Check	2/22/2011	EFT	Southwest Fertilizer		Nelva	8.73	218.73
Check	2/28/2011	EFT	Southwest Fertilizer		Nelva	59.73	278.46
Check	2/28/2011	EFT	Radio Shack		Nelva	94.13	372.59
Check	3/1/2011	EFT	Home Depot		Nelva	20.55	393.14
Check	3/25/2011	169	Mrs. Gutierrez	Cleaning	Nelva	70.00	463.14
Check	3/28/2011	EFT	Southwest Fertilizer		Nelva	13.39	476.53
Check	4/6/2011	EFT	Southwest Fertilizer		Nelva	9.73	486.26
Check	4/8/2011	179	Mrs. Gutierrez	Cleaning	Nelva	70.00	556.26

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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	4/18/2011	EFT	Sou The Home	04/16 #000457501	Nelva	22.83	579.09
Check	4/25/2011	196	Mrs. Gutierrez	Cleaning	Nelva	70.00	649.09
Check	5/3/2011	EFT	Southwest Fertilizer		Nelva	21.98	671.07
Check	5/9/2011	210	Mrs. Gutierrez	Cleaning	Nelva	70.00	741.07
Check	5/23/2011	221	Mrs. Gutierrez	Cleaning	Nelva	70.00	811.07
Check	6/3/2011	237	Mrs. Gutierrez	Cleaning	Nelva	70.00	881.07
Check	6/27/2011	EFT	Sou The Home		Nelva	161.36	1,042.43
Check	7/26/2011	EFT	Southwest Fertilizer	Garden	Nelva	25.88	1,068.31
Check	8/11/2011	300	Maria Vaquera	Cleaning	Nelva	50.00	1,118.31
Check	9/13/2011	EFT	Southwest Fertilizer	Garden	Nelva	18.89	1,137.20
Check	9/26/2011	336	Maria Vaquera	Cleaning	Nelva	50.00	1,187.20
Check	10/6/2011	345	Maria Vaquera	Cleaning	Nelva	50.00	1,237.20
Total Household						1,237.20	1,237.20
Insurance Expense							
Check	1/5/2011	EFT	State Farm Insurance		Survivor	299.93	299.93
Check	2/2/2011	EFT	State Farm Insurance	PPD	Survivor	299.93	599.86
Check	3/2/2011	EFT	State Farm Insurance	PPD	Survivor	299.93	899.79
Check	4/4/2011	EFT	State Farm Insurance	PPD	Survivor	301.36	1,201.15
Check	5/3/2011	EFT	State Farm Insurance		Survivor	300.62	1,501.77
Check	6/2/2011	EFT	State Farm Insurance	PPD	Survivor	300.62	1,802.39
Check	7/5/2011	EFT	State Farm Insurance	PPD	Survivor	300.62	2,103.01
Check	8/2/2011	EFT	State Farm Insurance		Survivor	300.62	2,403.63
Check	9/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	2,693.67
Check	10/4/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	2,983.71
Check	11/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	3,273.75
Check	12/2/2011	EFT	State Farm Insurance	PPD	Survivor	290.04	3,563.79
Check	1/5/2012	EFT	State Farm Insurance	PPF	Survivor	290.04	3,853.83
Check	2/2/2012	EFT	State Farm Insurance	PPD	Survivor	290.04	4,143.87
Check	3/2/2012	EFT	State Farm Insurance	PPD	Survivor	292.79	4,436.66
Check	4/3/2012	EFT	State Farm Insurance	PPD	Survivor	301.22	4,737.88
Total Insurance Expense						4,737.88	4,737.88
Lawn Care							
Check	2/14/2011	133	Mr. Phan Chan	Household	Nelva	100.00	100.00
Check	3/11/2011	157	Mr. Phan Chan	Household	Nelva	100.00	200.00
Check	3/21/2011	160	Nicolas	Yard work	Nelva	52.00	252.00
Check	4/15/2011	190	Mr. Phan Chan	mowing	Nelva	100.00	352.00
Check	5/20/2011	222	Mr. Phan Chan	mowing	Nelva	100.00	452.00
Check	5/24/2011	226	Fernando	yard work Home repair	Nelva	35.00	487.00
Check	6/27/2011	255	Mr. Phan Chan	mowing	Nelva	125.00	612.00
Check	7/25/2011	280	Mr. Phan Chan	mowing	Nelva	125.00	737.00
Check	9/23/2011	337	Mr. Phan Chan	Household	Nelva	225.00	962.00
Check	10/21/2011	361	Mr. Phan Chan	Household	Nelva	100.00	1,062.00
Check	12/23/2011	105	Mr. Phan Chan	13630 Pinerock	Survivor	200.00	1,262.00
Total Lawn Care						1,262.00	1,262.00
Legal Fees							
Check	1/19/2011	7003	Vacek & Freed PLLC		Survivor	880.15	880.15
Check	3/17/2011	7006	Vacek & Freed PLLC	Legal Fees	Survivor	340.00	1,220.15
Check	6/2/2011	7015	Vacek & Freed PLLC		Survivor	575.59	1,795.74
Check	8/5/2011	7025	Vacek & Freed PLLC	Retainer	Survivor	1,000.00	2,795.74
Check	10/12/2011	7030	DeKoster & DeKoster	farm contract	Survivor	100.00	2,895.74
Check	12/20/2011	101	Vacek & Freed PLLC	Retainer	Survivor	4,500.00	7,395.74
Check	1/3/2012	110	Herb Jamison	House appraisal	Survivor	450.00	7,845.74
Check	4/20/2012	128	Mills Shirley LLP	Suit	Survivor	10,000.00	17,845.74
Check	4/20/2012	129	Bernard Mathews		Survivor	1,029.60	18,875.34
Check	7/18/2012	135	Mills Shirley LLP		Survivor	17,000.00	35,875.34
Check	3/21/2013	142	Mills Shirley LLP		Survivor	437.10	36,312.44
Check	4/2/2013	143	Mills Shirley LLP	George vie Candy's suit	Survivor	10,000.00	46,312.44
General Journal	5/31/2013	EJ20120434		From Mills Shirley - Reimbursement	Survivor	-10,000.00	36,312.44
Total Legal Fees						36,312.44	36,312.44
Medical Expenses							
In Home Care							
Check	12/29/2010	6851	Tino	Faustiino Vaquera, Jr	Nelva	1,245.00	1,245.00
Check	12/29/2010	6852	Michael Brooks		Nelva	855.00	2,100.00
Check	1/4/2011	6853	Robert Cantu		Survivor	736.00	2,836.00
Check	1/7/2011	91	Michael Brooks		Nelva	585.00	3,421.00
Check	1/10/2011	92	Tino		Nelva	1,413.14	4,834.14
Check	1/11/2011	93	Robert Cantu		Nelva	605.00	5,439.14
Check	1/13/2011	102	Michael Brooks		Nelva	585.00	6,024.14
Check	1/18/2011	101	Tino		Nelva	1,065.00	7,089.14
Check	1/18/2011	110	Robert Cantu		Nelva	810.00	7,899.14
General Journal	1/19/2011	EJ20120455		Return of Posted Check / Item (Robert Cantu	Nelva	-810.00	7,089.14
Check	1/21/2011	112	Tino		Nelva	1,619.00	8,708.14
Check	1/21/2011	113	Robert Cantu		Nelva	888.00	9,596.14
Check	1/24/2011	114	Robert Cantu		Nelva	1,083.91	10,680.05
Check	1/27/2011	116	Tino		Nelva	906.55	11,586.60
Check	1/28/2011	120	Robert Cantu		Nelva	856.93	12,443.53
Check	2/1/2011	121	Tino		Nelva	1,249.00	13,692.53
Check	2/1/2011	144	Robert Cantu		Nelva	801.80	14,494.33
Check	2/2/2011	122	Robert Cantu		Nelva	460.00	14,954.33
Check	2/4/2011	124	Tino		Nelva	842.00	15,796.33
Check	2/7/2011	126	Robert Cantu		Nelva	807.00	16,603.33
Check	2/11/2011	130	Tino		Nelva	1,166.00	17,769.33
Check	2/11/2011	131	Robert Cantu		Nelva	637.41	18,406.74
Check	2/14/2011	135	Robert Cantu		Nelva	430.00	18,836.74

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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	2/17/2011	138	Tino		Nelva	1,454.42	20,291.16
Check	2/18/2011	136	Robert Cantu		Nelva	771.23	21,062.39
Check	2/22/2011	162	Tino		Nelva	1,067.57	22,129.96
Check	2/25/2011	141	Tino		Nelva	826.72	22,956.68
Check	2/25/2011	143	Robert Cantu		Nelva	510.00	23,466.68
Check	3/4/2011	146	Robert Cantu		Nelva	538.68	24,005.36
Check	3/7/2011	148	Tino		Nelva	1,704.19	25,709.55
Check	3/10/2011	155	Michael Brooks		Nelva	285.00	25,994.55
Check	3/10/2011	156	Robert Cantu		Nelva	1,045.67	27,040.22
Check	3/14/2011	158	Tino		Nelva	1,253.02	28,293.24
Check	3/16/2011	159	Michael Brooks		Nelva	55.00	28,348.24
Check	3/18/2011	163	Robert Cantu		Nelva	289.78	28,638.02
Check	3/21/2011	164	Tino		Nelva	1,248.70	29,886.72
Check	3/21/2011	165	Michael Brooks		Nelva	367.50	30,254.22
Check	3/21/2011	166	Robert Cantu		Nelva	360.00	30,614.22
Check	3/23/2011	167	Michael Brooks		Nelva	67.50	30,681.72
Check	3/24/2011	168	Robert Cantu		Nelva	490.86	31,172.58
Check	3/24/2011	170	Tino		Nelva	50.00	31,222.58
Check	3/25/2011	172	Tino		Nelva	1,636.77	32,859.35
Check	3/28/2011	173	Michael Brooks		Nelva	65.00	32,924.35
Check	3/28/2011	174	Robert Cantu		Nelva	701.91	33,626.26
Check	4/1/2011	175	Tino		Nelva	1,689.00	35,315.26
Check	4/4/2011	177	Robert Cantu		Nelva	1,303.48	36,618.74
Check	4/7/2011	178	Michael Brooks		Nelva	184.00	36,802.74
Check	4/8/2011	180	Tino		Nelva	1,475.00	38,277.74
Check	4/11/2011	181	Robert Cantu		Nelva	1,042.10	39,319.84
Check	4/13/2011	185	Michael Brooks		Nelva	75.00	39,394.84
Check	4/15/2011	189	Michael Brooks		Nelva	91.00	39,485.84
Check	4/15/2011	191	Tino		Nelva	1,704.81	41,190.65
Check	4/18/2011	192	Michael Brooks		Nelva	195.00	41,385.65
Check	4/19/2011	194	Michael Brooks		Nelva	216.50	41,602.15
Check	4/20/2011	195	Michael Brooks		Nelva	75.00	41,677.15
Check	4/22/2011	197	Michael Brooks		Nelva	202.00	41,879.15
Check	4/22/2011	198	Tino		Nelva	2,156.83	44,035.98
Check	4/25/2011	199	Robert Cantu		Nelva	215.00	44,250.98
Check	4/25/2011	200	Michael Brooks		Nelva	300.00	44,550.98
Check	4/26/2011	202	Shimeka Hughes		Nelva	1,080.00	45,630.98
Check	4/27/2011	203	Michael Brooks		Nelva	60.00	45,690.98
Check	4/29/2011	204	Robert Cantu		Nelva	645.00	46,335.98
Check	4/29/2011	205	Michael Brooks		Nelva	90.00	46,425.98
Check	5/3/2011	208	Robert Cantu		Nelva	202.50	46,628.48
Check	5/4/2011	207	Tino		Nelva	1,721.11	48,349.59
Check	5/4/2011	209	Michael Brooks		Nelva	270.00	48,619.59
Check	5/6/2011	211	Tino		Nelva	743.00	49,362.59
Check	5/6/2011	212	Michael Brooks		Nelva	67.50	49,430.09
Check	5/6/2011	213	Robert Cantu		Nelva	225.00	49,655.09
Check	5/9/2011	214	Robert Cantu		Nelva	902.30	50,557.39
Check	5/9/2011	215	Michael Brooks		Nelva	202.00	50,759.39
Check	5/12/2011	216	Michael Brooks		Nelva	45.00	50,804.39
Check	5/13/2011	217	Tino		Nelva	1,320.53	52,124.92
Check	5/13/2011	218	Robert Cantu		Nelva	255.00	52,379.92
Check	5/16/2011	219	Robert Cantu		Nelva	868.81	53,248.73
Check	5/16/2011	220	Michael Brooks		Nelva	217.50	53,466.23
Check	5/20/2011	223	Tino		Nelva	1,483.53	54,949.76
Check	5/23/2011	227	Robert Cantu		Nelva	1,026.00	55,975.76
Check	5/23/2011	228	Michael Brooks		Nelva	207.00	56,182.76
Check	5/25/2011	229	Michael Brooks		Nelva	219.50	56,402.26
Check	5/25/2011	231	Michael Brooks		Nelva	227.50	56,629.76
Check	5/27/2011	232	Tino		Nelva	1,621.50	58,251.26
Check	5/31/2011	235	Robert Cantu		Nelva	796.86	59,048.12
Check	5/31/2011	236	Katrina Harper		Nelva	360.00	59,408.12
Check	6/3/2011	239	Tino		Nelva	1,215.36	60,623.48
Check	6/7/2011	241	Robert Cantu		Nelva	1,115.00	61,738.48
Check	6/7/2011	242	Katrina Harper		Nelva	360.00	62,098.48
Check	6/10/2011	243	Tino		Nelva	1,110.00	63,208.48
Check	6/13/2011	244	Robert Cantu		Nelva	720.00	63,928.48
Check	6/13/2011	246	Katrina Harper		Nelva	600.00	64,528.48
Check	6/16/2011	247	Daisy Harper		Nelva	720.00	65,248.48
Check	6/17/2011	248	Robert Cantu		Nelva	930.00	66,178.48
Check	6/20/2011	250	Katrina Harper		Nelva	870.00	67,048.48
Check	6/21/2011	249	Daisy Harper		Nelva	40.00	67,088.48
Check	6/22/2011	252	Cameo Caregivers		Nelva	68.00	67,156.48
Check	6/23/2011	256	Tino		Nelva	1,170.00	68,326.48
Check	6/27/2011	257	Robert Cantu		Nelva	926.19	69,252.67
Check	6/27/2011	258	Katrina Harper		Nelva	360.00	69,612.67
Check	6/29/2011	259	Tino		Nelva	1,121.65	70,734.32
Check	7/1/2011	263	Robert Cantu		Nelva	930.00	71,664.32
Check	7/5/2011	265	Katrina Harper		Nelva	450.00	72,114.32
Check	7/5/2011	266	Robert Cantu		Nelva	60.00	72,174.32
Check	7/7/2011	269	Tino		Nelva	1,166.70	73,341.02
Check	7/8/2011	270	Robert Cantu		Nelva	915.00	74,256.02
Check	7/11/2011	271	Katrina Harper		Nelva	465.00	74,721.02
Check	7/15/2011	273	Robert Cantu		Nelva	720.00	75,441.02
Check	7/18/2011	274	Katrina Harper		Nelva	673.50	76,114.52
Check	7/21/2011	275	Tino		Nelva	1,172.66	77,287.18
Check	7/21/2011	276	Tino		Nelva	100.00	77,387.18
Check	7/22/2011	272	Tino		Nelva	1,300.06	78,687.24
Check	7/22/2011	278	Robert Cantu		Nelva	165.00	78,852.24

Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	7/22/2011	279	Katrina Harper		Nelva	465.00	79,317.24
Check	7/25/2011	277	Daisy Harper		Nelva	60.00	79,377.24
Check	7/25/2011	281	Robert Cantu		Nelva	765.00	80,142.24
Check	7/28/2011	282	Tino		Nelva	705.00	80,847.24
Check	8/1/2011	283	Robert Cantu		Nelva	1,018.00	81,865.24
Check	8/1/2011	284	Katrina Harper		Nelva	1,062.47	82,927.71
Check	8/4/2011	288	Tino		Nelva	907.50	83,835.21
Check	8/8/2011	289	Robert Cantu		Nelva	930.00	84,765.21
Check	8/9/2011	290	Katrina Harper		Nelva	465.00	85,230.21
Check	8/11/2011	291	Tino		Nelva	1,125.00	86,355.21
Check	8/15/2011	301	Robert Cantu		Nelva	946.00	87,301.21
Check	8/15/2011	302	Katrina Harper		Nelva	450.00	87,751.21
Check	8/18/2011	303	Tino		Nelva	1,146.83	88,898.04
Check	8/19/2011	304	Robert Cantu		Nelva	172.50	89,070.54
Check	8/19/2011	306	Katrina Harper		Nelva	459.50	89,530.04
Check	8/22/2011	308	Robert Cantu		Nelva	735.00	90,265.04
Check	8/24/2011	309	Tino		Nelva	1,110.00	91,375.04
Check	8/29/2011	311	Robert Cantu		Nelva	1,004.00	92,379.04
Check	8/30/2011	312	Katrina Harper		Nelva	517.50	92,896.54
Check	9/1/2011	313	Tino		Nelva	1,162.50	94,059.04
Check	9/6/2011	314	Katrina Harper		Nelva	173.00	94,232.04
Check	9/6/2011	315	Robert Cantu		Nelva	750.00	94,982.04
Check	9/6/2011	316	Daisy Harper		Nelva	80.00	95,062.04
Check	9/6/2011	317	Katrina Harper		Nelva	440.00	95,502.04
Check	9/8/2011	318	Tino		Nelva	1,193.59	96,695.63
Check	9/12/2011	319	Robert Cantu		Nelva	750.00	97,445.63
Check	9/13/2011	328	Katrina Harper		Nelva	628.15	98,073.78
Check	9/15/2011	330	Tino		Nelva	1,034.67	99,108.45
Check	9/19/2011	332	Robert Cantu		Nelva	715.00	99,823.45
Check	9/20/2011	334	Katrina Harper		Nelva	576.00	100,399.45
Check	9/22/2011	335	Tino		Nelva	1,054.46	101,453.91
Check	9/26/2011	338	Robert Cantu		Nelva	784.86	102,238.77
Check	9/27/2011	339	Katrina Harper		Nelva	630.00	102,868.77
Check	9/29/2011	340	Tino		Nelva	810.29	103,679.06
Check	10/3/2011	341	Robert Cantu		Nelva	976.34	104,655.40
Check	10/4/2011	342	Katrina Harper		Nelva	576.57	105,231.97
Check	10/6/2011	344	Tino		Nelva	1,030.00	106,261.97
Check	10/7/2011	346	Robert Cantu		Nelva	165.00	106,426.97
Check	10/11/2011	348	Robert Cantu		Nelva	570.00	106,996.97
Check	10/11/2011	349	Katrina Harper		Nelva	581.66	107,578.63
Check	10/11/2011	350	Robert Cantu		Nelva	240.00	107,818.63
Check	10/14/2011	351	Robert Cantu		Nelva	515.00	108,333.63
Check	10/17/2011	352	Robert Cantu		Nelva	570.00	108,903.63
Check	10/18/2011	353	Katrina Harper		Nelva	985.00	109,888.63
Check	10/19/2011	357	Tino		Nelva	1,342.50	111,231.13
Check	10/21/2011	358	Katrina Harper		Nelva	165.00	111,396.13
Check	10/24/2011	363	Robert Cantu		Nelva	860.00	112,256.13
Check	10/25/2011	364	Katrina Harper		Nelva	370.00	112,626.13
Check	10/26/2011	365	Tino		Nelva	1,187.19	113,813.32
Check	10/31/2011	CHK	Unknown payee		Nelva	793.00	114,606.32
Check	10/31/2011	366	Katrina Harper		Nelva	165.00	114,771.32
Check	11/1/2011	375	Katrina Harper		Nelva	540.00	115,311.32
Check	11/4/2011	376	Tino		Nelva	1,235.29	116,546.61
Check	11/7/2011	377	Robert Cantu		Nelva	885.00	117,431.61
Check	11/8/2011	401	Katrina Harper		Nelva	360.00	117,791.61
Check	11/14/2011	431	Latoya Harper		Nelva	90.00	117,881.61
Check	11/14/2011	432	Katrina Harper		Nelva	810.00	118,691.61
Check	11/14/2011	433	Robert Cantu		Nelva	541.00	119,232.61
Total In Home Care						119,232.61	119,232.61
Medical Supplies							
Check	1/3/2011	6847	Medical Aids		Survivor	32.48	32.48
Check	1/19/2011	104	Duke Medical Equipm...		Nelva	2.54	35.02
Check	4/22/2011	184	Duke Medical Equipm...		Nelva	17.75	52.77
Check	7/7/2011	7023	Duke Medical Equipm...		Survivor	7.62	60.39
Check	7/7/2011	251	Duke Medical Equipm...	Supplies	Nelva	5.08	65.47
Total Medical Supplies						65.47	65.47
Medical Expenses - Other							
Check	1/10/2011	EFT	Walgreens	Food & Dining Groceries POS DEB 1943 01/03/11 00027165	Nelva	21.62	21.62
Check	1/18/2011	103	Memorial City Hermann		Nelva	220.00	241.62
Check	1/19/2011	105	Memorial Clinical Ass...	Doctor	Nelva	8.02	249.64
Check	1/19/2011	108	Radiology West	Doctor	Nelva	1.23	250.87
Check	1/20/2011	106	Memoria City Surgical...	Doctor	Nelva	39.74	290.61
Check	2/2/2011	118	Memorial Pathology C...	Doctor	Nelva	7.10	297.71
Check	2/7/2011	117	Rosewood Family Ph...	Doctor	Nelva	65.00	362.71
Check	2/9/2011	127	Schleicher Dental	Dentist	Nelva	105.00	467.71
Check	2/17/2011	134	Medical Chest Associ...	Doctor	Nelva	15.01	482.72
Check	3/8/2011	151	Memorial City Hermann		Nelva	181.58	664.30
Check	3/10/2011	150	Radiology West		Nelva	5.37	669.67
Check	3/14/2011	153	ACS Primary Care		Nelva	7.56	677.23
Check	4/18/2011	188	ACS Primary Care		Nelva	7.23	684.46
Check	4/19/2011	183	Medical Chest Associ...	Doctor	Nelva	19.52	703.98
Check	4/22/2011	193	Cardiologist Assoc of ...		Nelva	28.60	732.58
Check	6/23/2011	254	Memorial Clinical Ass...	Doctor	Nelva	5.76	738.34
Check	7/1/2011	260	Schleicher Dental	Dental	Nelva	143.00	881.34
Check	7/6/2011	7024	Medical Chest Associ...	Medical: Doctor	Survivor	4.12	885.46
Check	8/5/2011	285	Dr. Achari	Doctor	Nelva	24.98	910.44

Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	8/15/2011	298	memorial Hermann M...		Nelva	13.47	923.91
Check	8/16/2011	299	ACS Primary Care		Nelva	7.23	931.14
Check	8/19/2011	297	Azmat Khan MDPA	Doctor	Nelva	10.13	941.27
Check	8/29/2011	310	Legends Pharmacy		Nelva	42.00	983.27
Check	9/13/2011	323	Dentex	Doctor	Nelva	155.40	1,138.67
Check	9/13/2011	324	Memorial City Hermann		Nelva	25.00	1,163.67
Check	9/16/2011	321	ACS Primary Care	Doctor	Nelva	6.87	1,170.54
Check	9/22/2011	327	Memorial City Hermann		Nelva	59.77	1,230.31
Check	9/28/2011	320	Dr. Khawaja	Doctor	Nelva	28.04	1,258.35
Check	10/18/2011	355	OC Pharmacy	Medicine	Nelva	10.00	1,268.35
Check	10/19/2011	354	Oncology Consultants	Doctor	Nelva	22.48	1,290.83
Check	11/7/2011	EFT	Mht Nutrit Svcs H		Nelva	8.12	1,298.95
Check	11/10/2011	371	Dr. Achari	Doctor	Nelva	29.30	1,328.25
Check	11/10/2011	372	Northwoods Urology	Doctor	Nelva	84.97	1,413.22
Check	11/14/2011	374	Medical Chest Associ...	Doctor	Nelva	34.42	1,447.64
Check	12/6/2011	7041	Justin Alexander	for kt - reimburse Medical	Survivor	40.00	1,487.64
Check	12/15/2011	103	Memorial City Hermann	Doctor	Survivor	41.72	1,529.36
Check	12/22/2011	107	Kelsey-Seybold Clinic	Doctor	Survivor	13.92	1,543.28
Check	12/22/2011	108	Memorial City Hermann	Doctor	Survivor	226.40	1,769.68
Check	12/22/2011	109	ACS Primary Care	Doctor	Survivor	6.87	1,776.55
Check	1/23/2012	113	Northwoods Urology	Doctor	Survivor	740.77	2,517.32
Check	2/24/2012	112	Dr. Annie Uralil	Doctor	Survivor	44.06	2,561.38
Check	4/16/2012	120	Houston Progressive ...	Doctor	Survivor	2.20	2,563.58
Check	4/16/2012	121	Medical Chest Associ...	Doctor	Survivor	5.40	2,568.98
Total Medical Expenses - Other						2,568.98	2,568.98
Total Medical Expenses						121,867.06	121,867.06
Miscellaneous Expenses							
Check	1/18/2011	107	Hull Co-op	Misc	Nelva	238.50	238.50
Check	11/14/2011	WDRL	Withdrawal	NO INFORMATION GIVEN FOR THIS TRANSACTION AND BA...	Nelva	6,500.00	6,738.50
Check	11/14/2011	EFT	Houston Metro Ca	Misc	Nelva	15.22	6,753.72
Total Miscellaneous Expenses						6,753.72	6,753.72
Office Supplies							
Check	1/13/2011	EFT	Bank of America	Check Order	Survivor	15.00	15.00
Check	12/31/2012	141	Office Depot	Printer Ink	Survivor	48.70	63.70
Total Office Supplies						63.70	63.70
Payments to Credit Cards							
Bank of America Credit Cards							
Check	2/1/2011	EFT	Bank of America Cre...		Nelva	43.29	43.29
Check	3/1/2011	EFT	Bank of America Cre...	Household	Survivor	282.47	325.76
Check	3/18/2011	EFT	Bank of America Cre...		Nelva	84.82	410.58
Check	4/1/2011	EFT	Bank of America Cre...	Payment	Survivor	38.00	448.58
Check	5/2/2011	EFT	Bank of America Cre...		Survivor	2,967.61	3,416.19
Check	6/1/2011	EFT	Bank of America Cre...	Credit card	Survivor	6,355.65	9,771.84
Check	9/1/2011	EFT	Bank of America Cre...		Survivor	3,256.32	13,028.16
Check	11/7/2011	EFT	Bank of America Cre...		Survivor	323.88	13,352.04
Check	12/2/2011	EFT	Bank of America Cre...		Survivor	359.79	13,711.83
Check	2/2/2012	EFT	Bank of America Cre...		Survivor	269.84	13,981.67
Check	3/2/2012	EFT	Bank of America Cre...		Survivor	61.32	14,042.99
Total Bank of America Credit Cards						14,042.99	14,042.99
Bluebonnet Credit Union Cred Cd							
Check	1/18/2011	EFT	Bank of America Cre...	Payment	Nelva	725.00	725.00
General Journal	1/19/2011	EJ20120455		Return of Posted Check / Item (R - BOA Cr Cd payment	Nelva	-725.00	0.00
Check	1/21/2011	EFT	Bank of America Cre...	Payment	Nelva	725.00	725.00
Check	3/14/2011	152	Bluebonnet Credit Uni...	Credit card	Nelva	3,248.57	3,973.57
Check	3/15/2011	312	Cardmember Serv	Credit Card	Nelva	111.00	4,084.57
Check	5/26/2011	225	Bluebonnet Credit Uni...	Credit card	Nelva	1,852.24	5,936.81
Check	5/27/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	1,864.49	7,801.30
Check	6/21/2011	9000	Cardmember Serv	payment	Nelva	195.00	7,996.30
Check	7/18/2011	EFT	Bluebonnet Credit Uni...	w medical	Survivor	175.47	8,171.77
Check	8/16/2011	EFT	Bluebonnet Credit Uni...	with medical	Survivor	1,172.08	9,343.85
Check	9/19/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	790.04	10,133.89
Check	10/18/2011	EFT	Bluebonnet Credit Uni...	w/medical	Survivor	687.84	10,821.73
Check	11/29/2011	EFT	Bluebonnet Credit Uni...	includes medical	Survivor	1,165.23	11,986.96
Total Bluebonnet Credit Union Cred Cd						11,986.96	11,986.96
Total Payments to Credit Cards						26,029.95	26,029.95
Personal Care							
Check	2/25/2011	139	Silvana	Hair	Nelva	52.00	52.00
Check	5/27/2011	230	Silvana	hair	Nelva	25.00	77.00
Check	6/13/2011	EFT	Target	Shopping-Clothing	Nelva	53.12	130.12
Check	6/13/2011	EFT	J C Penney	Shopping - Clothing	Nelva	125.93	256.05
Check	6/20/2011	EFT	J C Penney	Shopping - Clothing	Nelva	61.70	317.75
Check	6/20/2011	EFT	J C Penney	Shopping - Clothing	Nelva	251.94	569.69
General Journal	6/21/2011	EJ20120468		ATM - Target - Shopping - Clothing	Nelva	-53.12	516.57
Check	6/21/2011	EFT	Target	Shopping - Clothing	Nelva	30.84	547.41
General Journal	7/11/2011	EJ20120470		ATM JCPenney Shopping - Clothing	Nelva	-140.42	406.99
Check	7/11/2011	EFT	Stein Mart	Shopping - Clothing	Nelva	102.77	509.76
Check	7/11/2011	EFT	J C Penney	Shopping - Clothing	Nelva	80.05	589.81
Check	7/18/2011	EFT	J C Penney	Shopping - Clothing	Nelva	208.33	798.14
Total Personal Care						798.14	798.14
Pet Care							

Brunsting Family Living Trust
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Pet Food and Supplies							
Check	2/28/2011	EFT	Petsmart	Food & Dining:Groceries	Nelva	36.79	36.79
Check	7/29/2011	EFT	Petsmart		Nelva	32.89	69.68
Total Pet Food and Supplies						69.68	69.68
Veterinary Expenses							
Check	5/23/2011	EFT	Houston Veterinary	Carole covered healthcare worked pay when this acct was low - ...	Nelva	1,019.72	1,019.72
Check	6/14/2011	EFT	Houston Veterinary	Carole had to cover worker pay - Reimbursement	Nelva	216.80	1,236.52
General Journal	6/15/2011	EJ20120467		ATM - Checkcard 0612 Houston Veterinary	Nelva	-433.60	802.92
Check	9/19/2011	EFT	Equine Sports Med	Carole covered worker pay - Reimbursement	Nelva	812.50	1,615.42
Check	10/3/2011	EFT	Greenway Animal C	Carole covered worker pay - Reimbursement	Nelva	360.82	1,976.24
Total Veterinary Expenses						1,976.24	1,976.24
Total Pet Care						2,045.92	2,045.92
Postage							
Check	3/21/2012	118	Postmaster	Estate tax info to Rich	Survivor	14.80	14.80
Check	4/16/2012	126	Postmaster	Mailing Cert Life Ins Checks	Survivor	12.60	27.40
Check	6/27/2012	134	Postmaster	Trust docs	Survivor	29.19	56.59
Check	7/18/2012	136	Postmaster	Papers to lawyer	Survivor	15.45	72.04
Check	4/4/2013	144	Postmaster	contract to g. vie	Survivor	6.11	78.15
Total Postage						78.15	78.15
Professional Fees							
Check	6/9/2011	7017	Kroese & Kroese	Mom - Tax preparations	Survivor	561.93	561.93
Check	6/9/2011	7018	Kroese & Kroese	Decedents trust Tax preparation	Survivor	1,123.87	1,685.80
Check	9/5/2011	7029	Kroese & Kroese	farm lease Tax preparation	Survivor	203.06	1,888.86
Check	10/20/2011	7031	Kroese & Kroese	Tax preparation	Survivor	700.00	2,588.86
Check	3/11/2012	116	Kroese & Kroese	Farm appraisal/mgmt	Survivor	2,175.00	4,763.86
Check	4/13/2012	119	Kroese & Kroese	Tax preparation	Survivor	1,050.00	5,813.86
Check	5/16/2012	102	Kroese & Kroese	Accounting services	Elmer	750.00	6,563.86
Check	5/16/2012	103	Kroese & Kroese	Accounting services - farm contract and trust advice	Elmer	1,000.00	7,563.86
Total Professional Fees						7,563.86	7,563.86
Repairs and Maintenance							
Check	6/13/2011	EFT	Sears	Home appliance repair	Nelva	134.93	134.93
Check	8/16/2011	295	P&M Air Conditioning	Home repair	Nelva	148.38	283.31
Check	2/29/2012	115	Durapier	Leveling house - home repair	Survivor	500.00	783.31
Total Repairs and Maintenance						783.31	783.31
Supplies							
Check	1/31/2011	EFT	Lowe's	Garden	Nelva	0.95	0.95
Check	2/22/2011	EFT	Lowe's	Garden	Nelva	22.99	23.94
Check	6/27/2011	EFT	Lowe's	Garden	Nelva	5.89	29.83
Total Supplies						29.83	29.83
Taxes							
Taxes - Federal							
Check	1/25/2011	7001	United States Treasury	2010 Estimated Taxes	Survivor	2,840.00	2,840.00
Check	4/15/2011	7010	United States Treasury	Decedents trust 2010 tax	Survivor	7,095.00	9,935.00
Check	4/15/2011	7011	United States Treasury	Decedents trust 2011 tax qtr est	Survivor	1,780.00	11,715.00
Check	4/15/2011	7012	United States Treasury	Surv Trust 2011 tax qtr est	Survivor	3,095.00	14,810.00
Check	4/15/2011	7013	United States Treasury	Surv Trust 2010 tax	Survivor	3,620.00	18,430.00
Check	6/9/2011	7020	United States Treasury	Surv Trust 2010 tax qtrly Tax:Fed	Survivor	3,620.00	22,050.00
Check	6/9/2011	7022	United States Treasury	Dec Trust 2010 tax qtrly Tax:Fed	Survivor	1,780.00	23,830.00
Check	9/5/2011	7027	United States Treasury	Sept mom's trust pmt	Survivor	2,100.00	25,930.00
Check	9/5/2011	7028	United States Treasury	Sept dad's trust pmt	Survivor	1,780.00	27,710.00
Check	12/15/2011	104	United States Treasury	Tax:Fed	Survivor	1,780.00	29,490.00
Check	4/4/2013	146	United States Treasury	Tax:Fed	Survivor	20.00	29,510.00
Check	4/14/2013	104	United States Treasury		Elmer	23,906.00	53,416.00
Total Taxes - Federal						53,416.00	53,416.00
Taxes - Property							
Check	1/19/2011	7004	Tax Assessor-Collector	098-560-000-0031	Survivor	1,112.87	1,112.87
Check	3/2/2011	145	Wilchester West Fund	Tax:zzzzzz	Nelva	365.23	1,478.10
Check	4/8/2011	EFT	County Treasurer	DES: TAX ID: 971 farm	Survivor	1,387.40	2,865.50
Check	6/9/2011	7019	Wilchester West Fund	Tax:ZZZZZ 13630 Pinerock	Survivor	327.00	3,192.50
Check	10/4/2011	EFT	County Treasurer	DES:Tax ID:119 farm	Survivor	1,598.40	4,790.90
Check	11/23/2011	EFT	Spring Branch ISD	DES: checkpaymt Tax:ZZZZZZZZ	Survivor	227.24	5,018.14
Check	12/15/2011	102	Wilchester West Fund	Tax:zzzzzzzz 13630 Pinerock	Survivor	359.00	5,377.14
Check	1/19/2012	114	HC Property Tax		Survivor	1,285.05	6,662.19
Check	10/15/2012	EFT	County Treasurer	DES: Tax ID: 166	Elmer	1,586.40	8,248.59
Check	3/18/2013	EFT	County Treasurer	DES: Tax ID: 178 - Farm Tax	Elmer	1,563.40	9,811.99
Total Taxes - Property						9,811.99	9,811.99
Taxes -State							
Check	2/1/2011	7002	State of Iowa Treasurer		Survivor	330.00	330.00
Check	6/9/2011	7021	Treasurer State of Iowa		Survivor	47.00	377.00
Check	9/5/2011	7026	Treasurer State of Iowa	mom	Survivor	230.00	607.00
General Journal	4/23/2012	EJ20120415		Deposit Iowa Tax Refund	Survivor	-690.00	-83.00
Check	9/10/2012	138	Treasurer State of Iowa	Amended taxes	Survivor	79.00	-4.00
Check	4/14/2013	105	Treasurer State of Iowa		Elmer	4,797.00	4,793.00
Total Taxes -State						4,793.00	4,793.00
Total Taxes						68,020.99	68,020.99
Telephone Expense							
Check	1/24/2011	EFT	Verizon		Nelva	106.42	106.42

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	1/27/2011	EFT	AT&T		Survivor	68.68	175.10
Check	2/24/2011	EFT	Verizon		Nelva	172.35	347.45
Check	2/28/2011	7008	AT&T	(SBC-AR, KS,MO,OK,TX) B	Survivor	76.39	423.84
Check	3/15/2011	EFT	AT&T	(SBC-AR,KS,MO,OK,TX) B	Survivor	70.42	494.26
Check	3/28/2011	EFT	Verizon		Nelva	138.92	633.18
Check	4/21/2011	EFT	Verizon		Nelva	72.88	706.06
Check	4/26/2011	EFT	AT&T	(SBC-AR,KS,MO,OK,TS) B	Survivor	176.85	882.91
Check	5/9/2011	EFT	AT&T		Survivor	177.21	1,060.12
Check	5/27/2011	EFT	AT&T		Survivor	95.73	1,155.85
Check	6/6/2011	EFT	Verizon		Nelva	225.00	1,380.85
Check	6/9/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	154.09	1,534.94
Check	6/28/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	86.12	1,621.06
Check	7/5/2011	EFT	Verizon		Nelva	282.03	1,903.09
Check	7/11/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	224.42	2,127.51
Check	7/27/2011	EFT	AT&T	Bill(SBC-AR, KS, MO, OK, TX) B	Survivor	82.16	2,209.67
Check	8/2/2011	EFT	Verizon		Nelva	245.03	2,454.70
Check	8/10/2011	EFT	AT&T	DES:Payment ID: 787780565AUS	Survivor	170.89	2,625.59
Check	8/25/2011	EFT	Verizon		Nelva	242.00	2,867.59
Check	8/26/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) bill payment	Survivor	84.47	2,952.06
Check	9/12/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	168.71	3,120.77
Check	9/23/2011	EFT	Verizon		Nelva	137.66	3,258.43
Check	9/26/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	84.47	3,342.90
Check	10/11/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	184.35	3,527.25
Check	11/1/2011	EFT	Verizon		Nelva	189.54	3,716.79
Check	11/8/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	84.44	3,801.23
Check	11/10/2011	EFT	AT&T	DES:Payment ID: 787780565AUS	Survivor	168.24	3,969.47
Check	11/23/2011	EFT	Verizon		Nelva	192.13	4,161.60
Check	12/5/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK,TX) B	Survivor	90.82	4,252.42
Check	12/28/2011	EFT	AT&T	Bill(SBC-AR,KS,MO,OK,TX) B	Survivor	108.59	4,361.01
Check	1/31/2012	EFT	AT&T	Bill (SBC-AR,KS,MO,OK,TX) B	Survivor	86.00	4,447.01
Check	2/14/2012	EFT	AT&T	Bill (SBC-AR,KS,MO,OK,TX)	Survivor	72.16	4,519.17
Total Telephone Expense						4,519.17	4,519.17
Utilities							
Cable TV							
Check	1/5/2011	EFT	Comcast		Survivor	64.04	64.04
Check	1/27/2011	EFT	Comcast		Survivor	59.77	123.81
Check	2/25/2011	EFT	Comcast		Survivor	67.65	191.46
Check	3/23/2011	EFT	Comcast		Survivor	63.71	255.17
Check	4/26/2011	EFT	Comcast		Survivor	63.71	318.88
Check	4/26/2011	EFT	Comcast		Survivor	63.71	382.59
Check	5/26/2011	EFT	Comcast		Survivor	11.52	394.11
Check	5/31/2011	EFT	Comcast		Survivor	11.52	405.63
Check	6/28/2011	EFT	Comcast	Elmer H Brunsting	Survivor	52.20	457.83
Check	7/28/2011	EFT	Comcast	Elmer	Survivor	63.72	521.55
Check	8/29/2011	EFT	Comcast		Survivor	63.72	585.27
Check	9/28/2011	EFT	Comcast		Survivor	63.72	648.99
Check	10/28/2011	EFT	Comcast		Survivor	63.71	712.70
Check	11/29/2011	EFT	Comcast		Survivor	63.71	776.41
Total Cable TV						776.41	776.41
Electricity							
Check	1/21/2011	EFT	Stream Energy of TX		Survivor	134.05	134.05
Check	2/18/2011	EFT	Stream Energy of TX	Utilities: Gas & Electric	Survivor	106.89	240.94
Check	3/15/2011	EFT	Stream Energy of TX		Survivor	100.71	341.65
Check	4/18/2011	EFT	Stream Energy of TX		Survivor	93.99	435.64
Check	5/19/2011	EFT	Stream Energy of TX		Survivor	174.61	610.25
Check	6/17/2011	EFT	Stream Energy of TX	Bill payment	Survivor	217.04	827.29
Check	7/18/2011	EFT	Stream Energy of TX	Bill payment	Survivor	166.12	993.41
Check	8/17/2011	EFT	Stream Energy of TX	bill payment	Survivor	308.10	1,301.51
Check	9/16/2011	EFT	Stream Energy of TX	bill payment	Survivor	344.55	1,646.06
Check	10/17/2011	EFT	Stream Energy of TX		Survivor	217.43	1,863.49
Check	11/15/2011	EFT	Stream Energy of TX	payment	Survivor	160.68	2,024.17
Check	12/28/2011	eft	Stream Energy of TX	PAYMENT	Survivor	81.95	2,106.12
Check	1/20/2012	EFT	Stream Energy of TX		Survivor	59.96	2,166.08
Check	2/17/2012	EFT	Stream Energy of TX		Survivor	19.10	2,185.18
Check	3/26/2012	EFT	Stream Energy of TX		Survivor	39.19	2,224.37
Check	4/25/2012	EFT	Stream Energy of TX	Payment	Survivor	25.00	2,249.37
Check	6/7/2012	133	Stream Energy of TX		Survivor	10.53	2,259.90
Total Electricity						2,259.90	2,259.90
Gas							
Check	1/19/2011	7005	Entex		Survivor	130.42	130.42
Check	4/18/2011	EFT	Entex	PPD	Nelva	323.62	454.04
Check	6/22/2011	EFT	Entex	PPD	Nelva	73.47	527.51
Check	8/15/2011	296	Entex		Nelva	52.48	579.99
Check	9/14/2011	325	Entex		Nelva	42.59	622.58
Check	11/23/2011	EFT	Entex	PPD	Survivor	65.66	688.24
Check	12/22/2011	106	Centerpoint Energy	PPD	Survivor	54.62	742.86
Check	3/11/2012	117	Centerpoint Energy	PPD	Survivor	158.09	900.95
Check	6/7/2012	132	Entex	PPD	Survivor	41.71	942.66
Total Gas						942.66	942.66
Water							
Check	12/23/2010	EFT	City of Houston Water		Nelva	52.74	52.74
Check	1/21/2011	EFT	City of Houston Water		Survivor	80.94	133.68
Check	3/1/2011	EFT	City of Houston Water	Water Bill	Survivor	52.74	186.42
Check	4/4/2011	EFT	City of Houston Water		Survivor	90.34	276.76

Brunsting Family Living Trust
Detail of Accounts
12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	5/11/2011	eft	City of Houston Water	WATER BILL	Survivor	99.74	376.50
Check	6/9/2011	EFT	City of Houston Water	DES: Water bill I	Survivor	130.35	506.85
Check	6/22/2011	7710	Electchk	Bcf - 14411 We 06/ Westh, Houston, TX #000032384	Survivor	314.57	821.42
Check	7/11/2011	EFT	City of Houston Water	DES:Water bill I	Survivor	282.51	1,103.93
Check	8/8/2011	EFT	City of Houston Water	DES: water bill I	Survivor	277.78	1,381.71
Check	9/8/2011	EFT	City of Houston Water	DES:water bill I	Survivor	265.10	1,646.81
Check	10/12/2011	EFT	City of Houston Water	DES:water bill I	Survivor	227.06	1,873.87
Check	11/10/2011	EFT	City of Houston Water	DES: water bill I	Survivor	201.70	2,075.57
Check	12/9/2011	EFT	City of Houston Water	DES:Water bill I	Survivor	252.42	2,327.99
Check	1/9/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	115.49	2,443.48
Check	2/13/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	47.13	2,490.61
Check	3/19/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	20.42	2,511.03
Check	4/12/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	26.19	2,537.22
Total Water						2,537.22	2,537.22
Total Utilities						6,516.19	6,516.19
Total Expense						418,844.23	418,844.23
Net Ordinary Income						411,325.12	411,325.12
Other Income/Expense							
Other Expense							
FMV of Stocks Transferred Out							
General Journal	5/11/2011	EJ20110522		Distribute 1,120 Sh Exxon Stock to Amy Brunsting	Survivor	90,854.40	90,854.40
General Journal	6/15/2011	EJ20110621		Distribute 1,325 Sh Exxon to Carole Brunsting	Elmer	110,597.75	201,452.15
General Journal	6/15/2011	EJ20110621		Distribute 160 Sh Exxon to Candy Curtis	Survivor	13,355.20	214,807.35
General Journal	6/15/2011	EJ20110621		Distribute 160 Sh Exxon to Anita Brunsting	Survivor	13,355.20	228,162.55
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Ann Brunsting	Nelva	14,162.85	242,325.40
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Anita Brunsting	Nelva	14,162.85	256,488.25
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Jack Brunsting	Nelva	14,162.85	270,651.10
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Katie Riley	Nelva	14,162.85	284,813.95
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Luke Riley	Nelva	14,162.85	298,976.80
Total FMV of Stocks Transferred Out						298,976.80	298,976.80
Total Other Expense						298,976.80	298,976.80
Net Other Income						-298,976.80	-298,976.80
Net Income						**112,348.32**	**112,348.32**

EXHIBIT 3

Curtis V Brunsting

Stock Distribution Analysis

Exhibit 3

Approximate	Exxon/Mobil		Chevron Corporation		Totals	
Date	Shares	Value	Shares	Value	Shares	Value
Amy Brunsting						
5/11/2011	1,120.00000	90,854.40			1,120.00000	90,854.40
Carole Brunsting						
6/15/2011	1,325.00000	110,597.75			1,325.00000	110,597.75
Candy Curtis						
6/15/2011	160.00000	13,355.20			160.00000	13,355.20
Ann Brunsting						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Jack Brunsting						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Katie Riley						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Luke Riley						
6/15/2011			135.00000	14,162.85	135.00000	14,162.85
Anita Brunsting						
6/15/2011	160.00000	13,355.20	135.00000	14,162.85	295.00000	27,518.05
Totals	2,765.00000	228,162.55	675.00000	70,814.25	3,440.00000	298,976.80
Recap by Date						
5/11/2011	1,120.00000	90,854.40			1,120.00000	90,854.40
6/15/2011	1,325.00000	110,597.75			1,325.00000	110,597.75
6/15/2011	320.00000	26,710.40	675.00000	70,814.25	995.00000	97,524.65
	2,765.00000	228,162.55	675.00000	70,814.25	3,440.00000	298,976.80

TAB 7

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	.	Civil Action
	.	No. H-12-592
	.	
	.	
	.	
VS.	.	
	.	
	.	
ANITA KAY BRUNSTING, ET	.	SEPTEMBER 3, 2013
AL.	.	HOUSTON, TEXAS
	.	1:38 P.M.
	.	

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

APPEARANCES:

FOR PLAINTIFF:	MS. CANDACE LOUISE Pro Se 1215 Ulfinian Way Martinez, California 94553
FOR DEFENDANTS:	MR. GEORGE WILLIAM VIE, III MS. MAUREEN McCUTCHEN Mills Shirley LLP 1021 Main Street Suite 1950 Houston, Texas 77002

Proceedings recorded by mechanical stenography, transcript produced by computer-aided transcription.

APPEARANCES (Continued):

FOR SPECIAL MASTER: MR. TIMOTHY AARON MILLION
Munsch Hardt, et al.
700 Louisiana Street
Suite 4600
Houston, Texas 77002

OFFICIAL COURT REPORTER: MS. STEPHANIE KAY CARLISLE
U.S. District Court
515 Rusk, Suite 8016
Houston, Texas 77002
713.250.5157

ALSO PRESENT: Mr. William Arthur Potter

* * *

P R O C E E D I N G S

(September 3, 2013)

THE COURT: This is Cause No. 2012-592, Candace Louise Curtis versus Anita Kay Brunsting and others. And Amy Ruth Brunsting. And I believe the law firm has been sued as well. I'm not sure if they have been served or not. In any event, let's see. Let's get an announcement here.

For the plaintiff, pro se, is that you, Ms. Curtis?

01:38:32PM MS. CURTIS: Yes, Your Honor.

THE COURT: And for the defendants?

MR. VIE: George Vie and Maureen Kuzik McCutchen for the defendants, Your Honor.

THE COURT: I'm sorry, say that again.

MR. VIE: George Vie and Ms. McCutchen for the defendants, Your Honor.

THE COURT: All right. And I have the special master here as well.

MR. WEST: Good afternoon, Your Honor. William

01:38:54PM West, special master.

THE COURT: And you have counsel with you?

MR. MILLION: Good afternoon, Your Honor. Timothy Million.

THE COURT: All right. And another gentleman?

01:39:06PM MR. WEST: Your Honor, this is my associate, William

A. Potter, P-O-T-T-E-R.

THE COURT: Okay. Very good. Let's see. We have the special master here as well, I gather, as the defendants, two of the defendants, the two sisters.

01:39:24PM I'm not sure. Are both of them serving as administrators or trustees of the estate?

MR. VIE: They are both co-trustees. Only Anita Brunsting is here today.

THE COURT: Any reason why Amy Ruth is not present?

01:39:44PM MR. VIE: Just because of employment obligations, sir.

THE COURT: Okay. I believe that's everyone that's participating.

We have this suit that was filed by Ms. Curtis 01:40:04PM back in 2012, in fact. I believe, Ms. Curtis, somewhere around February of 2012. That was pending for a period of time, and it was initially brought as a kind of truth in limine accounting. She mixed a lot of stuff together there.

And, of course, the one aspect of the case that 01:40:26PM this Court -- I said one aspect. One of the aspects of this case that the Court saw was first that there was diversity of citizenship, that she was a California resident, and the sisters were Texas residents.

And, secondly, that she was making allegations 01:40:44PM about an estate that appeared to be substantial sums of money,

or property, or both, were located, and that she was an heir, or at least felt that she was one of the heirs to the estate, and that she felt, I believe, at that time, that her sisters, who were co-trustees, were not properly managing the estate. I think that's, generally speaking, how this lawsuit developed.

01:41:09PM

So, in the process of conducting a couple of hearings, or at least -- I say hearings, opportunities for communication and dialogue, the Court set this matter for a hearing, and we had a hearing several months ago. Let's see if I can track that down. A telephone conference in July. I think it may have been the -- perhaps were the last communication we had. Proceeding here in the courtroom, for sure.

01:41:26PM

And the Court determined that a report, an accounting of income, receipts, and expenses, and disbursements would be appropriate, setting a time frame of December 21, 2010, through May 31st of 2013, and that that report should be filed. I would then conduct a hearing to determine not so much whether or not the accounting -- the report should be received, but to permit the master -- special master to answer questions from either side regarding the procedure and his findings, and then, also, for approval of his request for -- for pay.

01:42:08PM

01:42:31PM

And there, I believe, have been, since that

01:42:56PM

time, motions filed by the defense for, I believe, a renewal of a lease on the Iowa property. Objections to that and then other motions have been filed. So we will see how much, if not all of this, we can cover.

01:43:25PM So, Ms. Curtis, will you be -- besides the special master, is there anyone else in the courtroom you are going to need to call and have testify or ask questions of?

MS. CURTIS: No, Your Honor.

THE COURT: Okay. Sir, if you come forward, I will

01:43:41PM swear you in, and then you can take a seat over on my left.

Raise your right hand, please, sir.

(William West, witness, sworn.)

THE COURT: Please have a seat. And we can start with -- Ms. Curtis, we can start with you, if you have

01:44:07PM questions of the special master regarding -- you have a copy of his report, do you not?

MS. CURTIS: Yes, I do, Your Honor.

THE COURT: Okay. Why don't you move up closer to us there -- no, no, no. I mean, you can have a seat there, but I just wanted you to move up closer and bring the paperwork up closer.

All right. This is a formal proceeding, Ms. Curtis, so that when you are addressing the Court, you will need to stand and address the Court, and -- and I will be

01:44:44PM requiring that all of the questioning that is done as to any

witness should be done from the podium so it is easy for me to pay attention, for the lawyer and then the witness, and, of course, that same -- obviously, that same rule applies to counsel for the defense.

01:45:01PM If you would also bend that microphone down so that, when you are standing in that area and speaking to me, we will be able to hear you, and the court reporter can take your remarks.

All right. Are you ready -- you have a copy of

01:45:15PM the report, I believe you said.

MS. CURTIS: Yes, Your Honor.

THE COURT: Do you have some questions you want to ask of the witness? If so, you may do so at this time.

MS. CURTIS: No, Your Honor. I have no questions.

01:45:24PM THE COURT: You completely are, say, satisfied that you understand --

MS. CURTIS: I have no questions.

THE COURT: You just have no questions. All right.

Mr. Vie, do you have any questions you want to

01:45:33PM ask of this witness?

MR. VIE: Yes, Your Honor.

THE COURT: All right. Would you come to podium, sir.

Do you have a copy of your report with you? If

01:45:39PM not, let's get a copy of it to you. I think I have got some

copies here.

DIRECT EXAMINATION

BY MR. VIE:

Q. Good afternoon. I just have one or two questions just to clarify, as the Court said, the procedures under which the report was prepared.

On Exhibit 1 to the report --

A. Yes.

Q. -- you provided a statement of income, receipts, expenses, and disbursements for the period the Court directed; is that correct?

A. Yes, sir.

Q. In conclusion, on page 2 of that report, where you indicate, at the bottom, a net of income receipts and less value of stock distributed, if you could explain, what is that trying to capture?

A. This is trying to capture either -- during the time frame in question, either the receipts received or dividends in kind from the dividend distribution -- excuse me, dividend reinvestment accounts, less any amounts paid or any stock distributed.

Q. So this number at the bottom of page 2, the net of income number, this doesn't reflect actually the value of this estate?

It doesn't include the actual stock value that

remains in the estate?
A. Absolutely not. To do something like that you would need to get into something with a balance sheet -- and things of that nature.
01:47:40PM Q. What we are being provided here is more of a statement of money going out and money coming in?
A. Correct.
Q. The other exhibit, Exhibit -- the exhibit that relates to your recapturing the stock distributions that were made, is
01:48:04PM there an Exhibit 3?
Is that where that is located?
A. Yes.
Q. Stock distribution analysis?
A. Correct.
01:48:10PM Q. These are all -- these are all distributions that took place during the time that Ms. Brunsting was alive, correct?
A. From December 21st, 2010, to her demise.
Q. I understand.
Specifically, you did not find any evidence of
01:48:28PM any stock distributions that were made to anyone after the date that she died, the date of her death?
A. Correct.
THE COURT: Mr. Vie, what is the date of her death? Establish that.
BY MR. VIE:

Q. November 11, 2011?
A. Correct.
Q. So during the period of time that she was the beneficiary of the trust and had the right to direct gifts and payments --
01:48:52PM THE COURT: "She" being?
MR. VIE: Mrs. Brunsting, Nella Brunsting.
BY MR. VIE:
Q. The only transactions that you found for stock distribution, as you have noted in Exhibit 3, was at the time
01:49:03PM she was alive and could direct those distributions?
A. To the first part of your question, I don't think I have enough information to respond. But from all of the documents that we had and everything appeared to tie, these are the distributions out of those accounts in that time frame.
01:49:24PM Q. Thank you.
Could you -- in addition to the documents that we provided, you asked for and we provided a Quicken file, an electronic file?
A. Correct.
01:49:34PM Q. If you could explain to the Court what that file was, what you found in it, and how you used it.
A. That was an electronic accounting file that I asked for and that you had given me, and it was what I would generally term an electronic checkbook, which would show -- gave
01:50:00PM information about a date, an amount, and the payee.

Q. And what account the payment came from?

A. To a limited extent, yes.

Q. How were you able to use that, then, into what became the master's report?

01:50:16PM *A.* We used that in conjunction with the review of bank statements and other paper documents, brokerage firm account, information to create our database.

MR. VIE: No further questions.

THE COURT: I have a few, and this is to primarily 01:50:38PM supplement the record.

I want you to go back, Mr. West, and give us a general overview of what you did and -- and what these exhibits mean in terms of the income and expenses associated with this report.

01:51:00PM THE WITNESS: Yes, sir.

My report is comprised of an introduction where I gave some of the background of the complaint to a limited extent which has been addressed today. Then I gave a timeline of records received. I started that process with calling the 01:51:27PM defendants' attorney. I set up the meeting with him. We had a meeting within a week or ten days of my initial call.

I received, at his office, a number of paper files and a number of records on -- in electronic format in CD -- on CD's. I was also given a schedule of those documents 01:51:56PM that they were giving me and a list of documents that they

were not giving me, but which they were working towards obtaining.

THE COURT: Did you have the impression that this was a combination of records, some of which had been -- which were the, let's call it, original handwritten-type records, along with records that maybe had been prepared or were being prepared by the attorney for the defendant?

THE WITNESS: My broad answer to that is yes. Some were original documents that you could tell had come directly from the brokerage firm or a bank. Some were bank statements that appeared to have been downloaded over the Internet, which looked completely normal to me.

I have looked at literally thousands of documents of this nature over the years. Balances, account numbers, everything tied. I didn't think that anything had been created to be given to me.

THE COURT: By saying you were given a CD, what are you referring to?

THE WITNESS: A plastic disk.

THE COURT: I understand. What was contained on that?

THE WITNESS: Those were bank statements.

THE COURT: Downloaded from?

THE WITNESS: Yes, sir. For the most part, the paper documents -- they gave them to me, for the most part, in

paper format and electronic format.

THE COURT: But you didn't have the impression that this was a way that the records had been kept; this is just the way they had presented them?

01:53:40PM THE WITNESS: I can't tell if they were kept that way, but they had been compiled, and I think they have probably been compiled by counsel's staff.

THE COURT: All right.

THE WITNESS: As -- I received those approximately 01:54:00PM the first of June -- actually, there's some dates reflected in the report. About a month later I received a -- some more paper files and some more CD's with information on them that answered a number of -- submitted a number of the documents that had been missing on the first turnover of documents.

01:54:36PM As that was -- as that information was being processed from time to time, I had e-mails with defendants' counsel asking for particular questions or asking for more information to which, for the most part, he was able to respond, or if they weren't available, he -- he just told me 01:55:02PM so. So, I felt like he was trying to do the best he could.

THE COURT: At the end of the day, let's say sometime the latter part of July, when you had your hands full of the documents, did you have the impression that you had all of the documents that you needed to complete a proper and 01:55:29PM complete report?

THE WITNESS: For the most part, Your Honor. I listed in my report some accounts or statements that were not received. Defendants' counsel had explained why they were not received, or I believe there were a few things they were still trying to get. I conferred with my associate, who did a great deal of the work, you know, with my work and supervision. There were certain documents that we didn't have, but we did have some summary statements or some quarterly-type statements.

01:56:19PM I can't say for certain. I felt like we did have what we needed to present a good report. Not anything is a hundred percent right, but I felt like we didn't have any really big unexplained gaps in the things that we were given.

THE COURT: That pushes you over into the work

01:56:52PM performed area where you are now talking about.

So is there something else in that area that you need to bring to the Court's attention?

Basically that you received the documents -- I'm just following.

01:57:05PM THE WITNESS: Yes, sir. We felt like we had substantially all of the documents or a very high percentage, and I'm saying that from years of experience as an accountant. If I had really felt uncomfortable about anything, it would have been highlighted and really brought to the forefront.

01:57:40PM THE COURT: Whatever is necessary, you saw.

THE WITNESS: Yes.

THE COURT: In the summary of the accounts received, you show several bank accounts and several, let's call them, stock accounts or stock brokerage accounts, various investment accounts. I don't know if these are stocks or just simply accounts where you would invest money and they would purchase stock. The point is that these are -- appear to be a substantial number of accounts.

Are you of the opinion that these are all the accounts -- first of all, these are the accounts provided?

THE WITNESS: They were the ones provided. I think they were all that was provided. The plaintiff, in response, had raised the issue about some Treasury bills or Treasury bonds. I don't believe we saw any information in regards to them.

Now, technically, I would like to see the bonds. And technically, if it was something where they just sat there and interest was paid in a lump sum at a future date, and there was no income or cash income receipt activity during the period, then they be wouldn't reflected on here. But if it was an accrual-type income, then it should have been reflected.

THE COURT: So these accounts, as I understand it -- and you are distinguishing between the accounts that may be in existence but just have not reported income on an accrual

basis, but these accounts are reporting on a quarterly or annual basis income, and/or fees, or whatever else that might be reflected against the account.

THE WITNESS: Yes, Your Honor, all these accounts.

01:59:41PM THE COURT: For example, if there were Treasury -- are Treasury bonds, and they are paying whatever interest they are paying, that certainly could be -- that might be -- you don't have those, but that interest theoretically, I guess, could be applied back into the principal and, therefore, would 01:59:59PM not be reflected on a statement.

THE WITNESS: Correct.

THE COURT: Okay. Tell us a little bit about the report exceptions and the missing documents area there on page 6.

02:00:11PM THE WITNESS: These were -- as it is discussed here, there were some accounts that we did not have, or statements. In some cases, they were quarterly reports that were not -- the second quarterly reports were not available yet, or I was told they were not available yet in the latter part of July, 02:00:41PM which was quite often the case, but that they could be supplied, if needed.

There were a couple of other accounts where we may have been missing a monthly account or maybe an earlier quarterly account, but we had a latter period account where, 02:01:02PM for the most part, everything -- we could kind of trace our

way through the missing period. Again, I didn't see any great cause for alarm.

And then there were a number of things, disbursements, that we did not have documentation for, and those were explained to me that, for the most part, that they just didn't exist.

THE COURT: Okay. And these disbursements did not have -- did not have a paper backing. These would just be, let's say, for example, a check that might have been written for an amount of money, but there was no -- for your records there was no receipt or document indicating why that disbursement was being made. It might be reflected on the check itself.

THE WITNESS: Correct. We were able to go back to the pictures of check facsimiles and, you know, confirm that.

THE COURT: Okay. All right. Now, you've also listed on page 8 a number of outstanding shares. These reflect the transfers that you say were made before November 11th of 2011, I gather. And then other stocks, perhaps, that might have -- that might have been reinvested, or income that might have been reinvested.

Am I seeing that right?

THE WITNESS: Yes, sir.

THE COURT: Okay. All right. You make a statement on page 9, at the end of that section, that indicates that

there are certain stocks available.

Is that the total of all stocks outstanding shares that are part of the trust?

THE WITNESS: Yes, sir, to the best of my recollection.

THE COURT: Those are three different, I believe -- three different shares -- three different companies -- that might not be the proper term. How would you say it?

THE WITNESS: I think it was four -- Chevron, Exxon, John Deere, Deere Enterprises, and Metropolitan Life.

THE COURT: Okay. Those are the four. Okay. All right. And then you go on to make comments on certain accounts, and this is some of which you maybe already have stated having to do with the sale of certain securities and the disbursement. I'm not sure.

Is that what that is about?

THE WITNESS: Yes, sir.

THE COURT: One of the areas that you touched on earlier had to do with, for example, a check that may have been written to a family member that may or may not have had some document behind it. We are looking at the top of page 10, where is says, "Many of the payments were noted as reimbursements." These would be checks that would reflect reimbursement but not necessarily another check that showed the payment was made.

THE WITNESS: Correct. The check was written to the individual from the Quicken files. It would say reimbursement for -- automobile repairs type of thing. And on the Quicken files, it may have been in that automobile repair expense account. But for purposes of this report and the issues raised in the complaint, I felt that it was important -- it was important to make this some special category.

THE COURT: All right. Now, going to Exhibit 1, this is the summary statement, is it not?

I say summary statement. It's a statement of income, receipt and expenses. Behind that would be the exhibits. I say exhibits, would be other exhibits that would reflect the individual checks written and/or to whom they may have been written in Exhibit No. 2. And in Exhibit 3 would be the distribution analysis of the stock payments.

Is that what I'm having there?

THE WITNESS: Yes, sir.

THE COURT: All right. So, just let me take a look at this. It shows, I gather, that they had an opening -- a beginning opening of 127,000 -- almost $128,000 in farm income as a beginning item there.

THE WITNESS: Yes, sir. Farm rent during the time frame in question.

THE COURT: And, so, what you've done is you've accumulated all of the income from the farm for this period,

"this period" being the period that I requested that you do, the December 21, 2010 through May 31, 2013.

THE WITNESS: The deposits we identified for farm rental income.

02:06:38PM THE COURT: And that would be just a little over a two-year period, two years and a few months.

THE WITNESS: Yes, sir.

THE COURT: All right. In addition to that, you show dividend income, interest income.

02:06:52PM And by long-term capital gains and short term, are you reflecting there some income from Exxon or one of these companies?

THE WITNESS: No, sir. Actually the dividends from Exxon or Chevron would be in the dividend income amount.

02:07:13PM THE COURT: On Exhibit 3?

THE WITNESS: Excuse me.

THE COURT: Oh, I'm sorry, no, it would not be.

THE WITNESS: I'm sorry, Your Honor. Could you repeat your question.

02:07:22PM THE COURT: I was asking where did this long-term capital gains come from.

THE WITNESS: Oh, I'm sorry. The long-term capital gains and short-term capital gains, those were reported on the stock brokerage accounts. Those are called flow-through

02:07:38PM amounts from mutual funds and things of that nature.

THE COURT: And then the income of 183,000 is stock sale. That's the liquidation of the stock -- did that include the liquidation of stock before 11/11/11?

THE WITNESS: That was the liquidation of stocks during that time frame, other than the stocks that were disbursed in kind.

02:08:02PM

THE COURT: Okay. So this is a separate liquidation.

THE WITNESS: Yes, sir.

02:08:11PM

THE COURT: Or a separate income, should I say. This is income.

THE WITNESS: It's stock liquidated.

THE COURT: This is income from the sale of certain other stocks that has now has been liquidated and it brings

02:08:22PM

total income to about $216,600,000.

THE WITNESS: Yes, sir.

THE COURT: The miscellaneous income is just other income that -- what would that be, sort of like what?

THE WITNESS: To be honest, Your Honor, without

02:09:01PM

looking at the underlying documents, I can't remember right now. But it was a number of small items that didn't fit one of these other accounts that are listed in Exhibit 1.

THE COURT: But it is reflected in the deposits of the account?

02:09:17PM

THE WITNESS: Yes, sir.

THE COURT: The pension income, and I'm looking at Social Security income. Who is getting Social Security income to go into that account at this time?

I believe both the husband and the wife are deceased, right?

02:09:31PM

THE WITNESS: Mrs. Brunsting, she was alive for about 12 months.

THE COURT: You are right. Tax refunds, that would also be reflected. This is the sale proceeds from the house. That's all -- so we are talking about a total of 830-plus thousand dollars during this two years or two- to three-month period?

02:09:45PM

THE WITNESS: Yes, sir.

THE COURT: And then we're talking in the next section about expenses, medical care, in-house care, and medical care, and all of that coming to the 122,000, more or less.

02:09:55PM

THE WITNESS: Yes, sir.

THE COURT: The pet care and pet food and all of that, that doesn't have anything to do with the farm. This must be at the house, right?

02:10:22PM

THE WITNESS: Yes, sir.

THE COURT: Okay. And veterinarian expenses.

So we are talking about total expenditures of about half of what the income was, right?

02:10:41PM

THE WITNESS: Yes, sir.
THE COURT: And then you said net income, receipts, and expenses, disbursements.
How are you distinguishing that from total
02:10:55PM expenses and disbursements?
THE WITNESS: That's just the net of the total incoming receipts of 830,000 less the total expenses of 418.
THE COURT: Okay. And then you show the 298,000 in stock -- in stock transfer to family or whatever. This is a
02:11:20PM value of stock. This is the value beyond what was sold and became income.
THE WITNESS: Yes, sir.
THE COURT: So we are looking at -- right at almost 500 -- well, 300,000, basically, that was transferred
02:11:39PM directly, apparently, by the estate before -- before Ms. Brunsting died in November 11, 2011.
THE WITNESS: Yes, sir.
THE COURT: More or less.
THE WITNESS: In May and June of 2011.
02:11:56PM THE COURT: What two or three numbers are you putting together to come to the 120,000 at the bottom?
THE WITNESS: 411,328 less 298,976 gets me to the 112,346.
THE COURT: All right. What you don't have or what
02:12:19PM didn't do and were not asked to do was to do an asset

liability --

THE WITNESS: Correct.

THE COURT: -- sheet.

Are there any other concerns or statement that you need to make regarding this report before -- before I ask you a question regarding your billing?

02:12:45PM

THE WITNESS: The one item is, after the filing of my report, there was a disbursement for $6500, which had been put into miscellaneous expenses because I had no backup for it.

02:13:19PM

THE COURT: It was a one-time payment of 6500?

THE WITNESS: Yes, sir.

THE COURT: Where is that reflected on page --

THE WITNESS: I'm sorry. Exhibit 1, page 1.

02:13:29PM

THE COURT: Page 1, Exhibit 1? All right.

THE WITNESS: Towards the bottom, Miscellaneous Expenses. That shows miscellaneous expenses $6753. $6500 of that amount should be reclassified to checks or cash to family members.

02:13:54PM

THE COURT: What you are calling miscellaneous expenses would be -- say that again. I'm sorry.

THE WITNESS: That miscellaneous expense, there was -- $6500 of that amount we found -- defendants' counsel confirmed for me, subsequent to the filing of the report, that that was a distribution to a family member.

02:14:17PM

THE COURT: Okay. So this is not a part of the pre -- part of the distribution made by Ms. Brunsting before her death. This was expenses or monies that were paid to a particular family member -- a single family member or maybe two family numbers, whatever the number might be, that were made after that date?

02:14:40PM

THE WITNESS: Let me -- let me confirm that. That was subsequent to her demise.

THE COURT: What page are you looking at?

02:15:10PM

THE WITNESS: On Exhibit 2, page 16.

THE COURT: Where it says --

THE WITNESS: About two-thirds or three-quarters of the way down the page, it says "Miscellaneous Expenses."

THE COURT: Page 16 did you say?

02:15:30PM

THE WITNESS: Yes, sir. Exhibit 2.

THE COURT: Okay. Miscellaneous, and then it shows a total of something like... co-op and then withdrawal, and then Houston Metro, those together totaling 6753.72.

THE WITNESS: That middle entry on November 14th of

02:15:53PM

$6500 should now be reclassified --

THE COURT: As disbursement?

THE WITNESS: -- as disbursement to family members.

THE COURT: As disbursement. You've got a code there of W-D-R-L. What does that mean to you?

02:16:12PM

THE WITNESS: Withdrawal. This withdrawal on the

bank statement.

THE COURT: It is my lack of accounting acumen. It's not your fault. I'm trying to make sure I understand, so that if I have a question, I can ask you.

02:16:29PM Now, as it relates to your billing, it does not include an appearance here today, as I understand it, or the time that you have spent. You have already submitted a billing to the -- bill to the Court for payment, have you not?

THE WITNESS: That is correct.

02:16:43PM THE COURT: And except for whatever time has been spent since this submission, have you received any objections from either the plaintiff, Ms. Curtis, or from the defense concerning the payment of your expenses?

THE WITNESS: No, sir.

02:16:59PM THE COURT: Does your billing include the legal advice necessary that you received as well, or was it just separately an accounting function?

THE WITNESS: Mine was separately an accounting function, and I also submitted a separate invoice from my

02:17:18PM counsel.

THE COURT: Have you received any objections from either plaintiff or defendant in that regard?

THE DEFENDANT: No, sir.

THE COURT: Ms. Curtis. Anything else?

02:17:29PM MS. CURTIS: No.

THE COURT: Mr. Vie?

MR. VIE: Just one thing, Your Honor.

BY MR. VIE:

Q. Just to be clear, because the Court has asked about the timing of this last expense that you mentioned being reclassified.

A. Yes, sir.

Q. Okay. If I understand the miscellaneous expense, the check that is noted for the $6500, that is prior -- that's three days after Mrs. Nella's Brunsting's death?

A. Correct.

Q. Do you recall what the transaction was, the $6500 transaction?

A. I believe it was to Carol Brunsting. I feel confident about that. And I believe the -- the explanation that your firm gave me was that -- it was to be, I guess, used to help deal with some of her funeral expenses.

Q. Was the money redeposited at some point after that?

In other words, the money that had been taken out should there be some funeral expenses or other things necessary, would that money have been put back at some point?

THE COURT: Why don't you show him where you are talking about.

MR. VIE: Well, I understand where his reference was on page 16, where he highlights the miscellaneous expense of

6500.

THE COURT: I know, but how would he know whether or not it is put back unless you know where it is?

MR. VIE: If he has a corresponding entry for a deposit for 6500.

02:19:00PM

THE COURT: I see.

THE WITNESS: I don't recall one.

BY MR. VIE:

Q. If there was one, where are the costs like that reflected in the report?

02:19:09PM

A. It would probably be under a miscellaneous --

THE COURT: Keep your voice up, Mr. West.

THE WITNESS: I would think it should be under miscellaneous income, and I don't find it there. There's a possibility it could have always been misposted, but I would need to look through the ledger in total.

02:19:33PM

BY MR. VIE:

Q. Would you -- it was -- your understanding, it was represented to you it was not a gift; it was some expenses that were funds made available for funeral expenses?

02:19:47PM

A. That's what I was told.

MR. VIE: No further questions, Your Honor.

THE COURT: All right. Well, your understanding is based upon what counsel told you. It had nothing to do with and independent audit, right?

02:20:02PM

THE WITNESS: Yes.
THE COURT: You may step down, sir. Thank you very much.
All right. If there is no objection, I will ask -- no objection to the report and the invoice request of counsel for himself, as an accounting function, as well as advice of counsel, if there's no objection, I'm going to order that those be paid.
Any objection, Ms. Curtis?
02:20:30PM 02:20:51PM
MS. CURTIS: No, Your Honor.
THE COURT: Mr. Vie, speaking on behalf of your clients?
MR. VIE: No, Your Honor, no objection.
THE COURT: All right. Okay. All right. That's all we have. Thank you very much, and that will take care of it.
02:21:00PM
No, no, no. I'm sorry. All we have with accountants. If they want to leave, they can. There are some other motions we need to address.
MR. MILLION: Your Honor, would you like us to submit a proposed order?
02:21:14PM
THE COURT: Would you do that? It would make it a lot -- well, how about that, just happen to have it right there, right?
You shared this with -- the expense paperwork,
02:21:40PM

you shared the expense report and/or request for payment with both Ms. Curtis and with Mr. Vie?

MR. WEST: Yes, Your Honor.

THE COURT: All right. Ms. Curtis, you have some other -- well, I will start with you, Mr. Vie. I believe you have filed a motion that has drawn some -- you all want to be excused?

02:22:20PM

MR. MILLION: Yes, Your Honor. I do want to bring one other thing to the Court's attention.

THE COURT: Okay. Go ahead, sir.

MR. MILLION: In the pleadings that were filed by the plaintiff and defendant, there has been some indication that they are wanting additional work to be performed by the special master. And I know one of the proposed forms of order said you've got to do something within 10 days.

02:22:47PM

Just given the tax season issues with respect to corporate filings and such, any additional work that the special master might request to do, he is happy to do whatever the Court needs. However, he would need more than 10 days to be able to comply with that.

02:23:04PM

THE COURT: Yeah, I think I might have said this to both sides. If I did not, you will hear it now.

My purpose in asking Mr. West to come in was not to make him a person for them to utilize to do any of their work. He was working for the Court to bring some

02:23:22PM

matters to the Court's attention that would be too much contention between the parties for me to ask either side to present anything to me that I could, at least in good faith, at the time, rely upon as a way of making some determinations.

02:23:42PM So I wanted to find out where the income was and what had happened to it. Those were some of the allegations made by Ms. Curtis.

The function of doing other financial reports I think the parties should be able to handle and do themselves.

02:24:02PM And if they choose to employ someone to do it, they certainly will be able to do it. We have got fundamentals of stuff ready and in place for them to go ahead and get that done.

If there is some need, certainly, Mr. West may be asked do it. If so, it would be by the Court, not by the

02:24:20PM parties.

MR. MILLION: Thank you, Your Honor.

THE COURT: Thank you very much, gentlemen. Have a good day.

Ms. Curtis -- I'm sorry. Mr. Vie, you filed a

02:24:32PM motion to -- let me just get it out here -- a motion to -- request for the renewal of the farm lease, I believe. Let me see if I can find that document number.

I believe that's Instrument No. 65, filed about 10 days ago.

02:25:03PM MR. VIE: Yes, Your Honor.

THE COURT: And as I understand, Ms. Curtis, that you have reviewed that, and your objection is, essentially -- correct me if I am wrong -- that it is automatically renewed at this point because no objection was filed and no disapproval of that renewal occurred within the time frame that needed to be made.

Am I correct?

MS. CURTIS: Yes, Your Honor.

THE COURT: So in that regard, the objection is simply a matter of record as to how things are and the -- the renewal of the farm lease, while the Court might have the authority to cancel it, it is automatically renewed. It would take some affirmative action.

So why should I cancel it? Tell me why I should cancel it.

Is there any basis for me to cancel it at this point?

MS. CURTIS: The farm lease?

THE COURT: Yes, ma'am.

MS. CURTIS: No, Your Honor.

THE COURT: The motion will be granted unless there is something additional I need to know, Mr. Vie, about this before that occurs.

MR. VIE: No, Your Honor.

THE COURT: All right. I believe there was an order

entered, and I know there was one entered, but I believe the second order was entered for the payment of certain property taxes.

That has been taken care of, right?

02:26:28PM MR. VIE: Yes, Your Honor. You have already entered that.

THE COURT: All right. I have reviewed your responses to the report. It seems to me the next item, then, has to do with objection that you have made -- I'm trying to

02:26:40PM figure out what you meant, Ms. Curtis, by "recommit matter to master for consideration."

Tell me what you are talking about there. You filed this on September 3rd. This was filed, what, today?

MS. CURTIS: This was filed this morning.

02:27:04PM THE COURT: Wow. You are faster than the lawyers are. Where were you when you filed this?

MS. CURTIS: In the clerk's office.

THE COURT: All right. I didn't know if you were filing electronically or not.

02:27:16PM MS. CURTIS: I do not file electronically.

THE COURT: Well, you filed this motion -- or objections to defendants' motion for order to recommit matters to master for consideration.

Tell me what you are talking about there.

02:27:31PM MS. CURTIS: Well, there is a letter that Mr. Vie

provided to Mr. West in support of missing documents and other questions that the master had. It is dated July 15th, 2013. It was Appendix Tab 1 in Document No. 67 filed by the defendants, which is their response to the report of master.

02:28:02PM THE COURT: All right.

MS. CURTIS: And I am objecting to even spending another penny with the master when there is nothing substantive in here. This was all just excuses and explanations.

02:28:23PM THE COURT: You mean on the part of the defendants?

MS. CURTIS: The defendants, for missing records or how they categorized the expenses, which was not what the master was instructed to do. He was just instructed to list the income and the expenses that occurred for this period of

02:28:45PM time.

He did the best he could to categorize these things. He had questions, like about the 6500 in miscellaneous income. And he did not receive third-party receipts or original statements or any documentation. All the

02:29:04PM master received were excuses for these transactions, which is not the basis of the master's report. He was just asked to report on the income and expenses.

So I think this entire thing is just irrelevant and a waste of time.

02:29:25PM THE COURT: So your objection and -- your objection

there is to -- has to do with the statements being made in the defendants' report or request or statements to the master, and that no further work should be done by the master -- special master regarding these documents and these statements?

02:29:50PM MS. CURTIS: That is correct.

THE COURT: I think I've already cured that. I've just let him go.

What else did you have there? You filed, as well, I think a motion to show cause why a judgement of civil

02:30:09PM contempt should not be -- and I know they have not had a chance to respond to this. But that's also been filed before the Court. But is there anything else, other than that motion pending?

MS. CURTIS: I have not filed anything else, no,

02:30:26PM Your Honor.

THE COURT: All right. So, you are coming out of California, and I'm trying to find out how we -- how soon would you be ready and what evidence would you be presenting on this? Because I don't want to have you just coming back

02:30:41PM and forth, expense to you.

MS. CURTIS: I have a statement to make. I don't know if that will help.

THE COURT: I don't know if Mr. Vie is prepared to respond, but I will permit you to make your statement.

02:30:51PM MS. CURTIS: I don't expect a response. I just came

prepared with this statement.

THE COURT: Okay. Go right ahead, then.

MS. CURTIS: "The absent of immunity results in responsibilities for which there is no exemption. Since no one may be in legal relation with their self, trustees, de facto or de jure, encumbered with duties, and empowered to perform such duties are bound in a jural relation to the beneficiaries, which confers upon said beneficiaries specific rights which are well-known to the law.

"Among such rights is a distinct and calculable property interest in a complete and accurate accounting. Withholding such information, whether by failure or refusal, constitutes a palpable injury to a beneficiary evidenced by the resulting inability to cure and perfect their claim.

"Said failure to perform the duties of trustee endows the beneficiary with the legal powers to act against said trustees in order to lay claim to that which is [property] -- properly theirs and to which they are entitled.

"I object to the July 15th letter from defendants to the master insofar as it contains excuses and explanations that are prejudicial, non-probative, and thus immaterial. The time for these explanations and excuses has long since passed. I would, however, offer the letter into evidence as an offer of proof that the omissions contained therein establish evidence of facts that are clear, positive,

uncontradicted and of such nature they cannot rationally be disbelieved, and the Court is, therefore, compelled to conclude that those facts have been established as a matter of law.

02:32:36PM "Defendants admit that they failed to keep books and records, and, therefore, are incapable of providing a full, true and complete accounting. Further, defendants admit to self-dealing, commingling, and [applications] of -- misapplications of fiduciary attached to expressions of bias.

02:32:58PM "I would also like to offer defendants' response to plaintiff's request for disclosure and defendants' answer into evidence as an offer of proof that defendants refused to provide non-proprietary trust instruments and admit that they can provide no evidence of notices to the other

02:33:17PM co-beneficiaries of any of their acts from alleged changes to the trust, changes of trustees, changes in trustee compensation or any of their other proclaimed acts of trust administration.

"Plaintiff's claim for breach of fiduciary is

02:33:33PM ripe for summary judgment on the merits of these admissions and the accounting that supports the admissions. Plaintiff asks this Court for summary judgment on the claim for breach of fiduciary and asks that defendants be removed from conducting any further trust business.

02:33:48PM This is Texas Trust Code 113.082, Sections 4, 5

and 6(b). Plaintiff further moves that this Court bifurcate all the remaining issues, including questions of damages, until more necessary information can be obtained."

THE COURT: I saw attached to your motion what I believe to be a request for certain discovery.

That is certain information that you have wanted provided to you; is that right?

MS. CURTIS: It is information I wanted provided to me.

THE COURT: All right. But once that information -- let's assume that that's what it is and that they are going to respond and give you certain information pursuant to your request, and now you have got the information, let's say.

What is your next -- you are asking the Court, I gather, to have a hearing to determine whether or not the parties should be removed as trustees. You understand that would require the Court then appointing someone to serve as a trustee.

MS. CURTIS: Yes, Your Honor.

THE COURT: And then the parties would then have to, then, present to the Court, I gather, the name -- the name or names of individuals who they believe -- whom they believe would be qualified to handle those -- those functions, and could not -- it would seem to me, because of the controversy,

it doesn't seem it could include you or another family member.
Do you see the problem there?
MS. CURTIS: I do understand.
THE COURT: So is that what you are asking the Court
02:35:22PM to do in your -- that's what I think I heard you say.
Is that right?
MS. CURTIS: Yes, that's correct.
THE COURT: Why haven't you gone on and hired a
lawyer?
02:35:32PM MS. CURTIS: Because these are things that -- these
are things that I don't need an attorney for. I'm going --
THE COURT: I don't disagree that as a matter of
course, you are entitled to what you are requesting. The
problem is that you are not -- you are so far away from the
02:35:53PM courthouse, and it creates some problems with the
communication that -- when I say "communication," meaning if I
want to have a hearing on something, you either have got to
fly in here, or I have got to have you on the telephone. And
I'm not really sure the telephone is a proper way to have
02:36:10PM these types of proceedings.
If you had counsel, particularly local counsel,
that's someone who could make motions and proceed to do
discovery and all of that on your behalf. It seems to me that
would be a much easier way to proceed. I'm just throwing that
02:36:28PM out there for you.

However, under the rules of discovery, I'm not quite sure that the way that you have presented this is a way in which the defendants are required to respond. In other words, you have attached to your motion, your ex parte motion -- and I think you filed it under seal. I'm not sure why.

Why did you file it under seal?

MS. CURTIS: I just gave it to the clerk this morning.

THE COURT: Okay. So it doesn't really need to be under seal. There are no -- I don't think there are any -- we generally have things filed under seal that would -- where there may be some indication of information, family private information, confidential information, that should not be disclosed to the public. But this is a public proceeding, so there is nothing, I gather, as far as you know that --

MS. CURTIS: No, Your Honor.

THE COURT: -- would require that. I'm going to, then, have it removed from being under seal. I don't know if counsel has gotten a copy of it yet, but he would be able to access it. You should provide him a copy of it.

MS. CURTIS: I did.

THE COURT: Okay. Very good. But if you look at what you have got as p-68. Does that mean there's a p-67 someplace and a p-66?

MS. CURTIS: The p-67.

THE COURT: It's attached to the motion. That's what I am referring to. It's attached to your ex parte motion. It is a five-page document, demanding --

02:38:11PM MS. CURTIS: I have it. It was the only exhibit that I attached.

THE COURT: But this suggests there are 67 other exhibits out there somewhere, right?

MS. CURTIS: Yes. I have just continued adding

02:38:28PM exhibit numbers from the very beginning.

THE COURT: Okay. So some of these exhibits are attached to your original proceeding?

MS. CURTIS: Yes, Your Honor.

THE COURT: And all along there may have been some

02:38:38PM that were added to or attached to your motions, and you are now at number 68. That's what that is. Okay.

MS. CURTIS: Yes, Your Honor. And --

THE COURT: Have you read the rules, Federal Rules of Procedure related to discovery requests?

02:38:55PM MS. CURTIS: Yes, Your Honor. I have something to say about that, also.

THE COURT: Well, let me say my say first. And that is, this is not going to get.

MS. CURTIS: I understand.

02:39:04PM THE COURT: Go ahead and say your say.

MS. CURTIS: "The public policy considerations involved in a common law information demand pursuant to a fiduciary obligation are very different from those involved in a discovery request under Rules of Civil Procedure for the following reasons: If trustee is administering property, the trust estate that belongs to the beneficiaries of the trust. In other words, the beneficiaries hold equitable title to the trust estate.

"The trustee acting in his individual capacity usually has no personal interest whatsoever in the estate of the trust that he is administering. Consequently, the information requested does not belong to the trustee. In legal discovery requests, a party to a lawsuit is requesting proprietary information and documents that belong to another party. This is not the case with respect to equitable demands for information.

"The trustee of a trust holds the trust estate for the benefit of the trust beneficiaries who have an equitable interest in all information and documents. There is usually a financial disparity between the beneficiary who is using his personal financial resources to obtain information and the trustee who is using the estate of the trust to pay for the cost of his compliance with the information demand. In essence, the beneficiary is paying everyone's fees.

"This situation does not occur in legal

discovery requests where independent parties are involved in litigation. The beneficiary of a trust is the only person authorized to enforce the trust. It is not possible for him or her to perform this function without disclosure from the trustee regarding how the trust is being administered. Where, as here, the trustee is conflicted, the duty to disclose is even higher than that of ordinary corporate trustees.

"In discovery, under the rules the scope of discovery is whether the information sought appears reasonably calculated to lead to the discovery of admissible evidence. In common law disclosure, the scope of discovery is material facts known to the trustee that might affect the beneficiaries' rights.

"There is no law in place allowing formal objections to reasonable common law disclosure demand for information directed from a beneficiary to a trustee. Unlike interrogatories, there is no limitation on the number of demands for information that can be made on the trustee if the trustee breaches his duty to disclose his subject to all equitable remedies. Moreover, his breach is a factor in the award of legal fees in the overall case pursuant to Texas Trust Code 114.064."

I have been asking, first, nicely, then I made a common law demand in writing in late 2011, after my mother passed away. I made a statutory demand for the exact same

02:40:49PM
02:41:09PM
02:41:24PM
02:41:45PM
02:42:08PM

information I was entitled to in January of 2011. And to this day, I have gotten nothing but excuses and explanations for records and documents that I am entitled to as a beneficiary.

THE COURT: All right. Let me ask you, when you say you have gotten nothing, are you saying that you have received absolutely nothing from defendants or their attorneys?

MS. CURTIS: I have received nothing responsive.

THE COURT: So now there is an argument as to what responsive is, isn't it?

So here's what I am getting to. These kinds of disputes as to whether or not -- whatever you might have received -- and I don't even suggest that it's what you requested, but whatever the dispute is, these matters are matters that now are in this Court. And you are asking me to address them, and I'm in no position to address them because I don't have the documents before me that you do have.

And the way this request has to be made now is not in a common law fashion as you would do if you were writing a letter to a person and requesting. That simply sets you up to go to court and get a judge to enter an order that you be provided with the documentation that you believe you are entitled to. My job would then be to decide whether or not the information that you have requested is relevant or important to any issue in the case.

Because the point is, the bottom line here, in

my opinion, and it seems where you are headed, is that you are asking this Court to do one of several things, or maybe several things.

One, it sounds like you are asking the Court to 02:44:07PM remove the trustees and appoint a trustee. I think I heard you say that.

Second, it seemed to me you want the estate dispersed so that you have your share of the estate and it is not under the supervision and/or hands of your sisters.

02:44:24PM And, third, you want your sisters or the trustees, whoever was acting as -- I think it was both of them, co-trustees, since November 11th of 2011, or whatever period of time. You want them to account to you, that, by accounting, I think I hear you saying you want them to 02:44:42PM reimburse you for what they have taken that doesn't belong to them, as a disbursement to them, assuming that that has occurred.

And it sounds to me like you are asking for attorney's fees that have not -- following through. And this 02:44:55PM would not come from the estate per se. It would come from them individually. That's what I understand I am hearing.

So, there are some documents that may be important or relevant to those kinds of requests, but everything wouldn't necessarily be. Whether or not -- for 02:45:14PM example, if you are looking for do you have certified copies

of letters, or whatever, that might have gone from this person to that person, that might not be relevant.

What is relevant, it seems to me, is that there is a money issue here, and it can be solved by accounting and
02:45:30PM disbursement. One of the things that the Court is going to have to get around to, it seems to me, because I'm not sure that you are going to do it voluntarily, or the parties or the defendants, is at some point an asset/liability statement has to be prepared and presented in this case. Otherwise, there's
02:45:50PM no way for the Court to know what the value of the estate is and/or what the -- what any disbursements might look like. I'm not sure that disbursement is the proper venue, but I am certain that that's part of what you are requesting.

Am I correct in some of that?

02:46:07PM MS. CURTIS: You are correct in almost 99 percent of that, but I would like to know where the EE bonds are.

THE COURT: The who?

MS. CURTIS: The EE Treasury bonds.

THE COURT: Here's my point. You can ask that, but
02:46:24PM you need to do it. You can ask for a revelation of these documents, these Treasury bonds, whatever else you think that's missing and have not been accounted for. And the reason, theoretically, at least in part, that they have not been accounted for is that they are not paying an interest as
02:46:45PM an income to the estate, necessarily. The interest,

apparently, is being accumulated in the bond itself. So you would have to cash the bond to get the principal and the interest. That may be an explanation for it.

You are entitled to know what those assets are, but you've got to ask for them. What I said to you was the way that you attached it to this motion is not the way that it should be done under the rules of discovery. So simply file your motion for requesting whatever it is that you are requesting discovery wise with counsel, Mr. Vie, who has the duty to either object to what you are requesting or to respond. Okay?

But I don't want it attached to your motion for an order to show cause because that's a different -- that's a different vehicle. This is discovery attached to something that it should not be attached to. So you need to file a separate discovery motion. All right? Or at least provide that -- file that request with Mr. Vie.

MS. CURTIS: Excuse me, Your Honor. But the reason I attached the demand for production of documents, this is a -- this has already been given to defendants. They have already responded to it.

THE COURT: Okay. Okay.

MS. CURTIS: And the reason that I attached it is because I still don't have the information that I need to be able to make a decision about anything having to do with my

beneficial interests.

THE COURT: So that's the basis for this application, for civil contempt.

MS. CURTIS: Yes, Your Honor.

02:48:30PM THE COURT: I see. Okay. Now, see, I don't know what's going on outside of the Court. So I apologize for being too far ahead of you in that respect, or behind you, whatever.

The point is that this application, then, would 02:48:44PM require the Court to conduct a hearing. They have a duty to respond and an opportunity to respond within a certain number of days. It would require a hearing, and, in my opinion, it would require a hearing here in open court so the record is made of whatever that proceeding is. So, there you have it. 02:49:05PM It is going to be -- I cannot let you participate by telephone.

MS. CURTIS: I understand.

THE COURT: Because you might need to be questioned, as well, under the proceeding. All right?

02:49:17PM So I will set a date for that, and Mr. Vie can respond within that time frame, and then we will see whether or not there's a hearing probably within the next 30, 40 days.

MS. CURTIS: Okay.

THE COURT: Anything else?

02:49:36PM MS. CURTIS: No, Your honor.

THE COURT: And you are still not going to get a lawyer, right?

MS. CURTIS: Not quite yet.

THE COURT: Okay.

02:49:44PM Mr. Vie, did you have anything that you needed to bring to the Court's attention?

MR. VIE: No, Your Honor.

THE COURT: So I will go ahead and set this matter for a hearing perhaps the 1st of October.

02:49:55PM Do we have a date that we can give them now?

Is October 1st too soon?

You haven't had a chance to respond yet. So, theoretically, you have got 21 days.

MR. VIE: I think it is on the docket for the -- I

02:50:19PM think the submission date is the 19th.

THE COURT: That's an automatic submission. I'm talking about a date for the hearing on the motion. You are going to be responding or -- or not, one way or the other. I would have to have a hearing before I could decide the motion.

02:50:35PM MR. VIE: Tuesday, the 1st?

THE COURT: Would that be fine?

MS. CURTIS: Your Honor, the nature of my work requires me to be in my office on Monday or Tuesday of any given week.

02:50:49PM THE COURT: What's a good day for you?

MS. CURTIS: Wednesday, Thursday or Friday. Any Wednesday, Thursday or Friday I will be here.

THE COURT: So if you have to travel, how are you going to get here on Wednesday if you have got to be in there on Tuesday?

02:51:01PM

MS. CURTIS: I can travel at night.

THE COURT: You can work that out.

MS. CURTIS: I will work that out.

THE COURT: So let's pick a Wednesday. October 2nd, how is that for you?

MR. VIE: No objection, Your Honor.

THE COURT: October 2nd. Is 11:30 a good time or is it better in the afternoon, Ms. Curtis?

MS. CURTIS: 11:30 is fine.

02:51:24PM

THE COURT: Is that fine with you, then, Mr. Vie?

MR. VIE: Yes, Your Honor.

THE COURT: 10/11, at 11:30 a.m. -- 10/2. 10/11 must be a holiday. 10/2. I apologize. October 2nd.

We are not going to send out an additional -- well, we might send a notice out, but don't wait on us to send you a notice. You might get a notice indicating that -- a reminder that this is occurring, and that would be the nature and extent of the -- so let me ask a couple of questions, Mr. Vie. And, I'm not sure, you might confer with your client there.

02:51:48PM

02:52:11PM

I just signed an order, and you know that is a fairly expensive -- I will deal with your order. I need to sign it.

Can we pull up his order on the motion for the lease?

02:52:21PM

I want to make sure that the funds are available to pay the attorney and the accountant before -- I don't want hear him call me and say, Judge, I haven't seen or heard anything.

02:52:37PM MR. VIE: They are available, Your Honor.

THE COURT: All right. Very good. I believe everything else that was requested for payment, the taxes, that's been taken care of.

MR. VIE: Yes, Your Honor.

02:52:47PM THE COURT: The only thing I need is your order here.

The Court has entered an order on that. I believe that's all that I have. Thank you very much, ladies and gentlemen.

02:53:35PM (Concluded.)

* * *

I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled cause, to the best of my ability.

//s_____ 09/27/2013
Stephanie Kay Carlisle CSR, RPR Date

Official Court Reporter

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TAB 8

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS PLAINTIFF,	§ § §	
V.	§	4:12-CV-00592
ANITA KAY BRUNSTING, AND AMY RUTH BRUNSTING	§ § §	

NOTICE OF APPEARANCE

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

NOTICE IS HEREBY MADE that the undersigned attorneys, will appear as the attorneys of record for Candace Louise Curtis, Plaintiff.

Respectfully Submitted,

OSTROM/Sain
A limited Liability Partnership

BY: */s/ Jason B. Ostrom*
JASON B. OSTROM
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(TBA #24027710)
NICOLE K. SAIN THORNTON
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Houston, Texas 77006
713.863.8891
713.863.1051 (Facsimile)

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

In accordance with Texas Rules of Civil Procedure 21a, a copy of the foregoing instrument was forwarded by facsimile, hand-delivery, or certified mail, return receipt requested to the following on the 6th day of January, 2014:

Mr. George W. Vie III
(Fed. Id. #12402)
(TBA #20579310)
1021 Main, Suite 1950
Houston, Texas 77002
713.225.0547
713.225.0844 (Facsimile)

/s/ Jason B. Ostrom
Jason B. Ostrom
Nicole K. Sain Thornton

TAB 9

412249-401

Exhibit 1

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

412249-401

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

CANDACE LOUISE CURTIS, PLAINTIFF	§ § §	
VS.	§	CIVIL ACTION NO. 4:12-CV-00592
	§	JUDGE KENNETH M. HOYT
ANITA KAY BRUNSTING, AMY RUTH BRUNSTING, AND DOES 1-100, DEFENDANTS	§ § § §	JURY TRIAL DEMANDED

MOTION FOR LEAVE TO FILE FIRST AMENDED PETITION

TO THE HONORABLE COURT:

Comes Now, Plaintiff, Candice Louis Curtis and files this Motion for Leave to File First Amended Petition pursuant to Federal Rule of Civil Procedure 15(a), and in support thereof would respectfully show as follows:

I. INTRODUCTION

1. In light of recently discovered evidence in this case, Plaintiff moves this Court to permit her to file an amended complaint. The proposed amendment asserts an additional legal theory grounded in the same basic facts as the existing complaint, but that will ensure that all parties to be impacted by the ultimate judgment are participants. Moreover, because the claim to be asserted in the amendment appears to be meritorious, it would be in the interests of justice for this claim to be included in the case.

II. BACKGROUND

2. In her Original Petition, Plaintiff brought causes of action against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust, stemming from

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actions they took with regard to the Trust and Trust assets that harmed Plaintiff.

3. Through reviewing the hundreds of documents produced, Plaintiff has discovered that the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment ("Modification Documents") executed by Nelva Brunsting after her husband's death improperly attempted to change the terms of the then-irrevocable Trust. Plaintiff now seeks leave to file a Declaratory Judgment Action as to the validity of the Modification Documents.

III. ARGUMENTS AND AUTHORITY

4. Leave to amend the pleadings "shall be freely given when justice so requires." FED. R. CIV. P. 15(a). The United States Supreme Court has long instructed that "this mandate is to be heeded." *Foman v. Davis*, 371 U.S. 178, 183 (1962). The Ninth Circuit, moreover, has stated that the policy of permitting amendments "should be applied with 'extreme liberality.'" *DCD Programs, Ltd. v. Leighton*, 833 F.2d 183, 186 (9th Cir. 1987).

5. Rule 15(a) reinforces one of the fundamental policies underlying the Federal Rules - that pleadings are not an end in themselves, but instead are only a means of helping ensure that each case is decided on its merits. *See* 6 CHARLES ALAN WRIGHT ET AL., FEDERAL PRACTICE AND PROCEDURE § 1473, at 521 (2nd ed. 1990). Thus, "if the underlying facts relied upon by a plaintiff may be a proper subject for relief, he ought to be afforded an opportunity to test his claim on the merits." *Foman*, 371 U.S. at 182; *see also Frost v. Perry*, 919 F. Supp. 1459, 1468 (D. Nev. 1996) (stating that Rule 15 should be interpreted "very liberally, in order to permit meritorious actions to go forward, despite inadequacies in the pleadings").

6. Quite appropriately, "courts have not imposed any arbitrary timing restrictions on a party's request for leave to amend and permission has been granted under Rule 15(a) at various

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stages of the litigation: following discovery; after a pretrial conference; . . . when the case is on the trial calendar and has been set for a hearing by the district court; at the beginning, during, and at the close of trial; after a judgment has been entered; and even on remand following an appeal." 6 CHARLES ALAN WRIGHT ET AL., FEDERAL PRACTICE AND PROCEDURE § 1488, at 652-57 (2d ed. 1990) (citations omitted). Thus, delay - either in seeking to amend or occasioned by an amendment - in itself cannot justify denial of leave to amend. *See, e.g., DCD Programs*, 833 F.2d at 186.

7. Given the liberal policy toward amendments, the burden of demonstrating why leave to amend should not be granted falls squarely on the nonmoving party. *See id.* at 187; Frost, 919 F. Supp. at 1469. In deciding whether the nonmovant has carried this burden, courts commonly consider the following four factors: (1) bad faith or dilatory motive on the part of the movant; (2) undue delay in filing the motion; (3) prejudice to the opposing party; and (4) the futility of the proposed amendment. *See, e.g., Roth v. Marquez*, 942 F.2d 617, 628 (9th Cir. 1991).

8. Plaintiff has not unduly delayed submitting the proposed amendment, as the evidence supporting the claim has only recently come to light. These facts warrant an amendment of the Plaintiff's pleadings.

9. The Defendants would not be unfairly prejudiced by such an amendment, and their counsel has indicated that he is not opposed to our Motion for Leave.

10. Plaintiff therefore seeks leave to file the First Amended Complaint attached hereto as Exhibit "A." Justice requires that Plaintiff be afforded an opportunity to test the merits of that claim.

IV. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court (a) grant leave to file the First

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Amended Complaint attached hereto as Exhibit "A," and (b) grant such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,

OSTROM/Sain
A limited Liability Partnership

BY: */s/ Jason B. Ostrom*
JASON B. OSTROM
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Attorneys for Plaintiff

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that he has conferred with opposing counsel and they are unopposed to this motion to amend the complaint.

/s/ Jason B. Ostrom
Jason B. Ostrom

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom
Jason B. Ostrom

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Exhibit A

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

CANDACE LOUISE CURTIS, PLAINTIFF	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-00592 JUDGE KENNETH M. HOYT
ANITA KAY BRUNSTING, AMY RUTH BRUNSTING, AND DOES 1-100, DEFENDANTS	§	JURY TRIAL DEMANDED

PLAINTIFF'S FIRST AMENDED PETITION

I. PARTIES

1. Plaintiff, Candice Louis Curtis is a citizen of the State of California.

2. Defendant Anita Kay Brunsting is a citizen of the State of Texas, who has answered and appeared herein.

3. Defendant Amy Ruth Brunsting is a citizen of the State of Texas, who has answered and appeared herein.

4. Necessary Party and involuntary plaintiff is Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting, who is a citizen of the State of Texas and is expected to waive the issuance of citation. He is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.

5. Necessary Party is Carole Ann Brunsting, who is a citizen of the State of Texas, and who can be served with citation at 5822 Jason St., Houston, Texas 77074. She is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.

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II. JURISDICTION AND VENUE

6. This Court had jurisdiction of the state law claims alleged herein pursuant to 28 USC § 1332(a)(1) – 28 USC § 1332(b), and 28 USC § 1332(C)(2) in that this action is between parties who are citizens of different states and the amount in controversy exceeds the sum of $75,000.00, exclusive of interests and costs. Jurisdiction may be destroyed if all necessary parties are joined.

7. The Res in this matter includes assets belonging to the Brunsting Family Living Trust ("Trust") and assets belonging to the Estate of Nelva Brunsting, Deceased, under the care and control of Necessary Party Carl Brunsting.

III. NATURE OF ACTION

8. This action arises out of the misappropriate and mismanagement of assets that belonged to Nelva Brunsting during her life and of assets that belonged to the Brunsting Family Trust, and the execution of invalid documents seeking to amend the Brunsting Family Trust.

IV. CAUSES OF ACTION

9. Breach of Fiduciary Duty. Defendants Anita Brunsting and Amy Brunsting are Co-Trustees of the Trust and owed to Plaintiff , Carl Brunsting, and Carole Brunsting, a fiduciary duty, which includes : (1) a duty of loyalty and utmost good faith; (2) a duty of candor; (3) a duty to refrain from self-dealing; (4) a duty to act with integrity of the strictest kind; (5) a duty of fair, honest dealing; and (6) a duty of full disclosure. Defendants have violated this duty by engaging in self-dealing, by failing to disclose the existence of assets to Plaintiff, by failing to account to Plaintiffs for Trust assets and income, by failing to place Plaintiff's interests ahead of their own, and by making distributions that deviate from the strict language of the Trust. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment

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interest and costs of court.

10. Fraud. Defendants Anita Brunsting and Amy Brunsting made misrepresentations of material facts with the intent that Plaintiff rely upon them, and Plaintiff did rely upon such misrepresentations to her detriment. Such misrepresentations included statements regarding the Trust, Trust assets, and her right to receive both information and Trust assets. On information and belief, Defendants made fraudulent misrepresentations to Nelva Brunsting upon which she relied to her detriment and to the ultimate detriment of her Estate. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment interest both on behalf of herself, and on behalf of the Estate of Nelva Brunsting, Deceased.

11. Constructive Fraud. Constructive fraud exists when a breach of a legal or equitable duty occurs that has a tendency to deceive others and violate their confidence. As a result of Defendants' fiduciary relationship with Plaintiff and with Nelva Brunsting, Defendants owed Plaintiff and Nelva Brunsting legal duties. The breaches of the fiduciary duties discussed above and incorporated herein by reference constitute constructive fraud, which caused injury to both Nelva Brunsting's Estate and Plaintiff. Plaintiff seeks actual damages, as well as, punitive damages individually and on behalf of Nelva Brunsting's Estate.

12. Money Had and Received. Defendants have taken money that belongs in equity and good conscience to Plaintiff,and has done so with malice and through fraud. Plaintiff seeks her actual damages, exemplary damages, pre- and post-judgment interest and court costs.

13. Conversion. Defendants have converted assets that belong to Plaintiff as beneficiary of the Brunsting Family Trust, assets that belong to the Brunsting Family Trust, and assets that belonged to Nelva Brunsting and that should be a part of her Estate. Defendants have

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

wrongfully and with malice exercised dominion and control over these assets, and has damaged Plaintiff, the Brunsting Family Trust, as well as the Estate of Nelva Brusting by so doing. Plaintiff seeks actual damages, exemplary damages, pre- and post-judgment interest and court costs, both individually and on behalf of the Decedent's Estate.

14. Tortious Interference with Inheritance Rights. A cause of action for tortious interference with inheritance rights exists when a defendant by fraud, duress, or other tortious means intentionally prevents another from receiving from a third person an inheritance or gift that he would otherwise have received. Defendants herein breached their fiduciary duties and converted funds that would have passed to Plaintiff through the Brunsting Family Trust, and in doing so tortiously interfered with Plaintiff's inheritance rights. Plaintiff seeks actual damages as well as punitive damages.

15. Declaratory Judgment Action. The Brunsting Family Trust was created by Nelva and Elmer Brunsting, and became irrevocable upon the death of Elmer Brunsting. After his death, Nelva executed a Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment ("Modification Documents"), which attempted to change the terms of the then-irrevocable Trust. Upon information and belief, Nelva did not understand what she was signing when she signed the Modification Documents, and signed them as a result of undue influence and/or duress. Plaintiff seeks a declaration that the Modification Documents are not valid, and further that the *in terrorem* clause contained therein is overly broad, against public policy and not capable of enforcement. Plaintiff further seeks a declaration as to her rights under the Brunsting Family Trust. Plaintiff contends and will show that she has brought her action in good faith.

16. Demand for Accounting. Plaintiff seeks a formal accounting from Defendants in compliance

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|14978995

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

with the Texas Property Code.

V. JURY DEMAND

17. Plaintiff hereby makes her demand for a jury trial in this matter.

VI. PRAYER

18. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final trial in this matter, she will take judgment for her actual and exemplary damages, actual and exemplary damages will be awarded to the Estate of Nelva Brunsting, that pre- and post-judgment interest and costs of court will be assessed against the Defendants, and that she be granted such other and further relief to which she may show herself justly entitled.

Respectfully Submitted,

OSTROM/Sain
A limited Liability Partnership

BY: */s/ Jason B. Ostrom*
JASON B. OSTROM
(Fed. Id. #33680)
(TBA #24027710)
NICOLE K. SAIN THORNTON
(TBA #24043901)
5020 Montrose Blvd., Ste. 310
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713.863.1051 (Facsimile)

Attorneys for Plaintiff

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|14978995

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom
Jason B. Ostrom

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Sterling G. Senechal III
Deputy

CON:458969|14978995

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, *et al*,	§	
	§	
Defendants.	§	

ORDER GRANTING MOTION FOR LEAVE TO FILE FIRST AMENDED PETITION

On this day, the Court considered the plaintiff's motion for leave to file first amended petition. The Court, having considered the same, is of the opinion and finds that plaintiff's request to amend should be GRANTED.

It is therefore, ORDERED that the plaintiff is hereby granted leave to amend her original petition by filing her first amended petition in its stead.

SIGNED on this 15th day of May, 2014.

Kenneth M. Hoyt
United States District Judge

1 / 1

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|14978995

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

TAB 10

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

CANDACE LOUISE CURTIS, PLAINTIFF	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-00592
	§	JUDGE KENNETH M. HOYT
ANITA KAY BRUNSTING, AMY RUTH BRUNSTING, AND DOES 1-100, DEFENDANTS	§	JURY TRIAL DEMANDED

MOTION TO REMAND

TO THE HONORABLE COURT:

Comes Now, Plaintiff, Candice Louis Curtis and files this Motion to Remand pursuant to Federal Rule of Civil Procedure 15(a), and in support thereof would respectfully show as follows:

I. INTRODUCTION

1. Plaintiff filed her Original Petition bringing causes of action against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust. Diversity jurisdiction existed between Plaintiff and Defendants.

2. Contemporaneously with this Motion, Plaintiff is filing her Motion for Leave to File First Amended Petition, which will add necessary parties to this case in order to have complete adjudication of all matters and to avoid inconsistent judgments. Necessary parties include Carl Brunsting, Executor of the Estate of Nelva Brunsting, Deceased and Carole Brunsting.

3. Plaintiff believes that the filing of the First Amended Petition and addition of necessary parties will destroy the diversity jurisdiction that is required by 28 U.S.C. § 1332(a).

4. Carl Brunsting, Executor of the Estate of Nelva Brunsting, Deceased, is currently a party to

an action pending in Harris County Probate Court Number Four involving the same parties. Similar issues of fact and law are pending in that court.

II. ARGUMENTS AND AUTHORITIES

5. Here, the interests of justice and comity with State courts counsel in favor of this Court abstaining from exercising further jurisdiction over this Action and remanding it to Harris County Probate Court Number Four.

6. The First Amended Petition seeks a declaration as to certain Trust documents, and complete relief as to this issue cannot be granted without the addition of necessary parties, which will destroy diversity jurisdiction.

7. If this Court retains this case despite the lack of diversity, it is possible that inconsistent judgments may be reached as between this Court and Harris County Probate Court Number Four where the Estate of Nelva Brunsting, Deceased is pending and where similar issues of fact and law are currently pending.

8. Because diversity jurisdiction will be destroyed via the First Amended Petition and because similar issues of fact and law are pending before Harris County Probate Court Number Four, equity mandates that this cause be remanded to Harris County Probate Court Number Four and consoldiated with the cause pending under Cause Number 412,249.

9. Counsel for Defendants Anita Brunsting and Amy Brunsting has been consulted and is not opposed to the remand.

IV. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court (a) remand this cause of action to Harris County Probate Court Number Four to be consolidated into Cause Number 412,249 and (b) grant such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,

OSTROM/Sain
A limited Liability Partnership

BY: */s/ Jason B. Ostrom*
JASON B. OSTROM
(Fed. Id. #33680)
(TBA #24027710)
NICOLE K. SAIN THORNTON
(TBA #24043901)
5020 Montrose Blvd., Ste. 310
Houston, Texas 77006
713.863.8891
713.863.1051 (Facsimile)

Attorneys for Plaintiff

CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that he has conferred with opposing counsel and they are unopposed to this motion to remand.

/s/ Jason B. Ostrom
Jason B. Ostrom

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom
Jason B. Ostrom

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

CANDACE LOUISE CURTIS, PLAINTIFF	§ §	
VS.	§	CIVIL ACTION NO. 4:12-CV-00592
	§	JUDGE KENNETH M. HOYT
ANITA KAY BRUNSTING, AMY RUTH BRUNSTING, AND DOES 1-100, DEFENDANTS	§ § § §	JURY TRIAL DEMANDED

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be granted.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are

opposed to this remand and that no parties have filed any objection thereto. It is, therefore,

ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429. It is further,

ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

_____

JUDGE PRESIDING

TAB 11



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Home Courts Property Records Personal Records Other

Probate Search - November 1837 to present

Case Number: 412248
Court: All
File Date (From): MM/DD/YYYY (To): MM/DD/YYYY Search

Clear

Images available from Sept. 1, 1999 to present

Last Name First Name Middle Name
Party Attorney Company Search

44 Record(s) Found.

CaseID	Case	File Date	Type Desc	Subtype	Style	Status	Judge	Court	View All
1597405	412248	04/02/2012	ORIGINAL WILL DEPOSIT	DEPOSIT WILL WITH NO APPLICATION	ELMER H BRUNSTING	Closed	CHRISTINE BUTTS	4	Parties

Case	Event Date	Event Desc	Comments							Pgs
412248	04/02/2015	Misc. Notice	NOTICE OF SUBSTITUTION OF COUNSEL OF RECORD AND APPEARANCE Film code number PBT-2015-107526	22578391	Misc. Notice	2	4	10513615	View	
412248	03/13/2015	RECEIPT		22537220						4
412248	03/13/2015	Attorney Assigned		22536526						4
412248	03/12/2015	Electronic Filing Fee		22536527						4
412248	03/12/2015	Responses	AMY RUTH BRUNSTING RESPONSE TO CARL BRUNSTING APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND OBJECTION TO CANDACE CURTIS APPLICATION FOR APPOINTMENT AS SUCCESSOR EXECUTOR Film code number PBT-2015-84163	22536524	Responses	8	4	10491540	View	
412248	03/10/2015	RECEIPT		22529251						4
412248	03/10/2015	Electronic Filing Fee		22528518						4

412248	03/10/2015	Objection	OBJECTION TO CANDACE CURTIS' APPLICATION FOR APPOINTMENT AS PERSONAL REPRESENTATIVE -PER ATY FILE AS IS INSISTED HE WAS NOT TO PAY FILING FEES. Film code number PBT-2015-80305	22528517	Objection	16	4	10487929	View
412248	03/10/2015	Attorney Assigned		22528516			4		
412248	02/19/2015	RECEIPT		22487010			4		
412248	02/19/2015	Electronic Filing Fee		22486776			4		
412248	02/19/2015	Application to Resign	CARL HENRY BRUNSTING APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND CANDACE CURTIS APPLICATION FOR APPOINTMENT AS SUCCESSOR PERSONAL REPRESENTATIVE Film code number PBT-2015-57596	22486774	Application to Resign	4	4	10466484	View
412248	10/17/2014	Letter Application		22224366	Letter Application	1	4	10336349	View
				22224366	Letter Application	2	4	10336350	View
412248	04/05/2013	Legacy Event	SIGNED APRIL 4, 2013, DOCKET DROP Film code number PBT-2013-111091	21096276	Legacy Event	1	4	9736064	View
412248	04/05/2013	Order on Inventory (Indep.)	ORDERED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS APPROVED, SIGNED APRIL 4, 2013 Film code number PBT-2013-111087	21096268	Order on Inventory (Indep.)	1	4	9736060	View
412248	03/26/2013	RECEIPT		21077322			4		
412248	03/26/2013	Conform Copies		21077248			4		
412248	03/26/2013	Conform Copies		21077228			4		
412248	03/26/2013	Inventory (Indep.)		21077221	Inventory (Indep.)	7	4	9724965	View
412248	12/26/2012	Misc. Notice	NOTICE OF APPEARANCE OF COUNSEL - MAUREEN KUZIK MCCUTCHEN Film code number PBT-2012-413501	20910814	Misc. Notice	2	4	9628441	View
412248	12/05/2012	Order to Extension	FOR FILING SUCH INVENTORY TO 3/26/13 SIGNED 11/30/12 Film code number PBT-2012-396211	20880446	Order to Extension	1	4	9612336	View
412248	11/26/2012	RECEIPT		20862532			4		
412248	11/26/2012	RECEIPT		20862476			4		
412248	11/26/2012	Affidavit	PERSONAL REPRESENTATIVE'S AFFIDAVIT OF COMPLIANCE WITH NOTICE REQUIRMENTS	20862444	Affidavit	16	4	9600613	View

			UNDER SECTION 128A, TEXAS PROBATE CODE Film code number PBT-2012-383705							
412248	11/26/2012	Conform Copies		20862436			4			
412248	11/26/2012	Application for Extension		20862435	Application for Extension	2	4	9600608	View	
412248	09/05/2012	Legacy Event		20717137	Legacy Event	1	4	9518518	View	
412248	08/28/2012	Order Admitting Will and Issuance of Letters Testamentary	ORDERED WILL ADMITTED TO PROBATE, LETTERS TESTAMENTARY TO CARL HENRY BRUNSTING, WHO IS APPOINTED INDEPENDENT EXECUTOR, W/O BOND, APPRAISERS WIAVED, SIGNED AUGUST 28, 2012 Film code number PBT-2012-287027	20702869	Order Admitting Will and Issuance of Letters Testamentary	2	4	9509885	View	
412248	08/28/2012	Admitted Will	TO PROBATE Film code number PBT-2012-287022	20702861	Admitted Will	12	4	9509881	View	
412248	08/28/2012	Proof of Misc. Types	OF DEATH AND OTHER FACTS, DRINA BRUNSTING Film code number PBT-2012-287019	20702858	Proof of Misc. Types	2	4	9509878	View	
412248	08/28/2012	Oath		20702855	Oath	1	4	9509876	View	
412248	08/28/2012	Letter Application		20702822	Letter Application	1	4	9509841	View	
				20702822	Letter Application	2	4	9509842	View	
412248	08/28/2012	Letter Application		20702817	Letter Application	2	4	9509839	View	
412248	08/27/2012	Citation Returned	SERVED CITATION ON APPLICATION FOR PROBATE OF LAST WILL BY POSTING Film code number PBT-2012-285509	20699973	Citation Returned	2	4	9508501	View	
412248	08/16/2012	Conversion Service Event	Executed: N;	20682097			4			
412248	08/16/2012	PW-LT-Posting		20682096	PW-LT-Posting	2	4	9497864	View	
412248	08/15/2012	RECEIPT		20681947			4			
412248	08/15/2012	Civil Case Information Sheet		20681946	Civil Case Information Sheet	1	4	9497788	View	
412248	08/15/2012	App to Probate Will and Issuance of Letters Testamentary	PW-LT POST DOD 4 01 2009 RETURN DATE AUGUST 27 2012 Film code number PBT-2012-274058	20681944	App to Probate Will and Issuance of Letters Testamentary	2	4	9497786	View	
412248	08/15/2012	Attorney Assigned		20681943			4			
412248	04/02/2012	Purported Will		20681945	Purported Will	12	4	9497787	View	

412248	04/02/2012	Abstract of Notice		20447682	Abstract of Notice	1	4	9359614	View
412248	04/02/2012	Folder Created		20447658			4		
412248	04/02/2012	Case Initiated Application (OCA)	SEC 75 ORIGINAL WILL FILED DOD: 04/01/2009 Film code number PBT-2012-122640	20447657	Case Initiated Application (OCA)	12	4	9359611	View

TAB 12

20150407 13:25:12 20220620

LAST WILL
OF
ELMER H. BRUNSTING
412248

PROBATE COURT 4
04032012: 1010 :G0027
08162012: 1017 :G0007

I, ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is NELVA E. BRUNSTING.

All references to "my spouse" in my Will are to NELVA E. BRUNSTING.

The names and birth dates of my children are:

Name	Birth Date
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY RILEY	August 7, 1963

All references to my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

Page 1 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

20120816-0162012

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

04032012: 1010 :G0028

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

08162012: 47 :G0008

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint NELVA E. BRUNSTING as my Personal Representative. In the event NELVA E. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation

Page 2 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

20120402000082980 04/02/2012 12:35:25 PM

Page 3 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

04032012:1010 :G0029

Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

20120402000082980 04/02/2012:1017 :G0009

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

If property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient. The obligation to be assumed shall be the principal balance of the indebtedness on date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest

20220623-0135219

04032012: 101D :G0030

08162012: bjz :G0010

(i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for NELVA E. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which NELVA E. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless NELVA E. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of NELVA E. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of NELVA E. BRUNSTING, and this

Page 4 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

20120521-135-5901

provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

04032012 1010 G0031

Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as Qualified Terminable Interest Property had not been made. Reference to the "Special Election For Qualified Terminable Interest Property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code. The term "GST Exemption" or "GST Exemption Amount" is the dollar amount of property which may pass as generation skipping transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

08162012 1017 G0011

Section F. Elective Deductions

The Personal Representative will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Personal Representative's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

Page 5 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

04032012:1010 :G0032

Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

08162012: 1012 :G0032

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

Page 6 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

20220620-2550125

04032012:010:G0033

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

08162012:101:G0013

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts,

Page 7 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

RP-2022-252352

contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

04032012: 010 :G0034

Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

08162012: 191 :G0014

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

Page 8 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

20220295615

04032012:1010 :G0035

Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

08162012:1017 :G0015

These directions will apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause, and even though the proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by NELVA E. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

Elmer H Brunsting

ELMER H. BRUNSTING

Page 9 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

20220620-252016

The foregoing Will was, on the day and year written above, published and declared by ELMER H. BRUNSTING in our presence to be his Will. We, in his presence and at his request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, ELMER H. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

04032012: 1010 :G0036

Krysti Brull
11511 Katy Freeway, Suite 520
Houston, Texas 77079

WITNESS

April Driskell
11511 Katy Freeway, Suite 520
Houston, Texas 77079

WITNESS

08162012: 1612 :G0016

FILED
2012 APR -2 PM 4:31
COUNTY CLERK
HARRIS COUNTY, TEXAS

20120412:1135:P0117

04032012:1010:G0037

SELF-PROVING AFFIDAVIT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared ELMER H. BRUNSTING, Kristi Brun and April Driskell, known to me to be the Testator and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said ELMER H. BRUNSTING, Testator, declared to me and to the said witnesses in my presence that said instrument is his Last Will and Testament, and that he had willingly made and executed it as his free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testator that the said Testator had declared to them that the said instrument is his Last Will and Testament, and that he executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and at his request; that he was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

08162012:1012:G0017

Elmer H. Brunsting
ELMER H. BRUNSTING

WITNESS

WITNESS

Subscribed and sworn to before me by the said ELMER H. BRUNSTING, the Testator, and by the said Kristi Brun and April Driskell, witnesses, on January 12, 2005.

Charlotte Allman
Notary Public, State of Texas

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2006

Page 11 of 12 Monday, June 20, 2022 County Clerk Harris County, Texas

412248

08162012 JT :G0018

04032012 JD :G0038

The Vacek Law Firm, PLLC
11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 13

Page 1 of 2 Monday, June 20, 2022 County Clerk Harris County, Texas

PROBATE COURT #4

20220621135:P0104

NO. 412.248

ESTATE OF	§	**IN PROBATE COURT**
	§	
ELMER H. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

PROOF OF DEATH AND OTHER FACTS

On this day, DRINA BRUNSTING ("Affiant"), personally appeared in Open Court, and after being duly sworn, stated the following:

1. Elmer H. Brunsting ("Decedent") died on April 1, 2009, in Houston, Harris County, Texas, at the age of 87 years and four years have not elapsed since the date of Decedent's death.

2. Decedent was domiciled and had a fixed place of residence in this County at the date of death.

3. The document dated January 12, 2005, now shown to me and which purports to be Decedent's Will was never revoked so far as I know.

4. A necessity exists for the administration of this Estate.

5. No child or children were born of or adopted by Decedent after the date of the Will.

6. Decedent was never divorced.

7. The Independent Executor named in the Will is Nelva E. Brunsting, but she is now deceased. The alternate or successor Independent Executor named in the Will is CARL HENRY BRUNSTING, who is not disqualified by law from accepting Letters Testamentary or from serving as Independent Executor, and is entitled to such Letters.

8. Decedent's Will did not name either the State of Texas, a governmental agency of the State of Texas, or a charitable organization as a devisee.

20120828000235 / 5 / 5

SIGNED this 28th day of August, 2012.

DRINA BRUNSTING

SUBSCRIBED AND SWORN TO BEFORE ME by DRINA BRUNSTING, this 28th day of August, 2012, to certify which, witness my hand and seal of office.

STAN STANART County Clerk

Clerk of Probate Court No. 4
of Harris County, Texas

By: _____
Deputy

FILED
2012 AUG 28 AM 10:08
STAN STANART
COUNTY CLERK
HARRIS COUNTY, TEXAS

Page 2 of 2 Monday, June 20, 2022 County Clerk Harris County, Texas



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 14

20220621213502:1:20220621135:P0120

PROBATE COURT #4

NO. 412.248

ESTATE OF	§	**IN PROBATE COURT**
	§	
ELMER H. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

ORDER ADMITTING WILL TO PROBATE AND AUTHORIZING LETTERS TESTAMENTARY

On this day came on to be heard the Application for Probate of Will and For Issuance of Letters Testamentary filed by CARL HENRY BRUNSTING ("Applicant") in the Estate of Elmer H. Brunsting, Deceased ("Decedent").

The Court, having heard the evidence and having reviewed the Will, and other documents filed herein, finds that the allegations contained in the Application are true; that notice and citation have been given in the manner and for the length of time required by law; that Decedent is dead and that four (4) years have not elapsed since the date of Decedent's death; that this Court has jurisdiction and venue of the Decedent's estate; that Decedent left a Will dated January 12, 2005, executed with the formalities and solemnities and under the circumstances required by law to make a valid Will; that on such date Decedent had attained the age of eighteen (18) years and was of sound mind; that such Will was not revoked by Decedent; that no objection to or contest of the probate of such Will has been filed; that all of the necessary proof required for the probate of such Will has been made; that in such Will, Decedent named Nelva E. Brunsting to serve as Executor, but she is now deceased; that in such Will, Decedent named CARL HENRY BRUNSTING to serve as alternate or successor Independent Executor, without bond; that CARL HENRY BRUNSTING is duly qualified and not disqualified by law to act as such and to receive Letters Testamentary; that a necessity exists for the administration of this estate; that Decedent's Will did not name either the State of Texas, a governmental agency of the State of Texas, or a charitable organization as a devisee; and that no

Page 1 of 2 Monday, June 20, 2022 County Clerk Harris County, Texas

08282012 12:35:41 PM 201228280

interested person has applied for the appointment of appraisers and none are deemed necessary by the Court.

It is therefore ORDERED that such Will is admitted to probate, and the Clerk of this Court is ORDERED to record the Will, together with the Application, in the Minutes of this Court.

It is further ORDERED that no bond or other security is required and that upon the taking and filing of the Oath required by law, Letters Testamentary shall be issued to CARL HENRY BRUNSTING, who is appointed as Independent Executor of Decedent's Will and Estate, and no other action shall be necessary in this Court other than the filing of an Inventory, Appraisement, and List of Claims or an Affidavit in Lieu of Inventory, Appraisement and List of Claims and Probate Code Section 128A Notice, as required by law.

SIGNED this 28 day of August, 2012.

Christine Butts
JUDGE PRESIDING

APPROVED:

BAYLESS & STOKES

By: Dalia B. Stokes

Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale Street
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Applicant

FILED
2012 AUG 28 AM 10: 08
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Page 2 of 2 Monday, June 20, 2022 County Clerk Harris County, Texas



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 15

20090452360

NO. 412.248

ESTATE OF	§	IN PROBATE COURT
	§	
ELMER H. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

Date of Death: April 1, 2009

The following is a full, true, and complete Inventory and Appraisement of all personal property and of all real property situated in the State of Texas, together with a List of Claims due and owing to this Estate as of the date of death, which have come to the possession or knowledge of the undersigned.

INVENTORY AND APPRAISEMENT

ASSETS	VALUE	ESTATE INTEREST

1. **Real Estate:**

   See List of Claims

2. **Stocks and Bonds**

   See List of Claims

3. **Mortgages, Notes and Cash:**

   See List of Claims

4. **Insurance Payable to Estate**

   See List of Claims

5. **Jointly Owned Property**

   See List of Claims

FILED
2013 MAR 26 PM 3:15
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Page 1 of 7 Monday, June 20, 2022 County Clerk Harris County, Texas

20220523E0523

ASSETS	VALUE	ESTATE INTEREST

6. Miscellaneous Property

6a. See List of Claims

6b. 2000 Buick LeSabre..... $6915.00
VIN--1G4HR54K3YU229418

DECEDENT'S COMMUNITY ONE-HALF OF Buick Vehicle..... $3457.50

TOTAL VALUE OF ESTATE..... Yet to be determined

Page 2 of 7 Monday, June 20, 2022 County Clerk Harris County, Texas

20220359202

Page 3 of 7 Monday, June 20, 2022 County Clerk Harris County, Texas

LIST OF CLAIMS

1. Based upon the information currently available to the personal representative of the estate, it is not possible to determine with certainty what assets were in the estate at the Decedent's death. That determination will have to be made the subject of further judicial proceedings. After that judicial determination is made, to the extent it becomes necessary, this Inventory, Appraisement and List of Claims will be amended to reflect the descriptions and values of assets later determined to have been estate assets at the time of Decedent's death.

2. The estate has asserted a claim against Candace L. Kunz-Freed and Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC relating to actions taken and omissions made in the course of their representation of decedent and his wife which may result in additional estate assets. That case is pending under Cause No. 2013-05455, styled *Carl Henry Brunsting, Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting v. Candace L. Kunz-Freed and Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC,* in the 164th Judicial District Court of Harris County, Texas.

3. The Brunsting Family Living Trust was signed by Decedent and his wife on October 10, 1996 and was restated on January 12, 2005 (the "Family Trust"). The Family Trust purported by its terms to provide for the creation of successor and/or subsequent trusts. The Family Trust also described other documents which, if created in compliance with the terms of the Family Trust, could impact the assets and status of the Family Trust. Attempts were made by various parties to change the terms and control of the Family Trust through later instruments which have been or will be challenged. The estate also asserts claims against Anita Brunsting and Amy Brunsting, the current purported trustees of the successor trusts or trusts arising from the Family Trust or documents

allegedly created pursuant to the terms of the Family Trust. Those claims will be the subject of separate proceedings and may result in additional estate assets.

4. The estate also asserts a claim against Anita Brunsting, Amy Brunsting, and Carole Brunsting in their individual capacities for amounts paid and assets believed to also include, among other things, stocks and bonds which were removed from the Family Trust and/or the estate. This was accomplished either through the use of a power of attorney for Decedent's wife, through their position as trustees, through their position as joint signatories on accounts and safe deposit boxes, or because they otherwise had access to the assets. Those claims will also be the subject of a separate proceeding and may result in additional estate assets.

There are no known claims due or owing to the Estate other than those shown on the foregoing Inventory and Appraisement.

The foregoing Inventory, Appraisement and List of Claims should be approved and ordered entered of record.

CARL HENRY BRUNSTING,
Independent Executor of the Estate of
Elmer H. Brunsting

BAYLESS & STOKES

By: _____
Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Independent Executor

Page 4 of 7 Monday, June 20, 2022 County Clerk Harris County, Texas

20220323-152393

Page 5 of 7 Monday, June 20, 2022 County Clerk Harris County, Texas

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded to the following interested parties as specified below on the 26th day of March, 2013, as follows:

Maureen Kuzik McCutchen
Mills Shirley, LLP
2228 Mechanic, Suite 400
P.O. Box 1943
Galveston, Texas 77553-1943
Houston, Texas 77056
sent via Telecopier

Carole Ann Brunsting
5822 Jason St.
Houston, Texas 77074
sent via U.S. First Class Mail

Candace Louise Curtis
1215 Ulfinian Way
Martinez, California 94553
sent via U.S. First Class Mail

BOBBIE G. BAYLESS

20130339 03/28/2013 3:58:52 PM

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, CARL HENRY BRUNSTING, having been duly sworn, hereby state on oath that the foregoing Inventory, Appraisement and List of Claims is a true and complete statement of all the property and claims of the Estate that have come to my knowledge.

Carl Henry Brunsting
CARL HENRY BRUNSTING
Independent Executor of the Estate of
Elmer H. Brunsting, Deceased

SWORN TO and SUBSCRIBED BEFORE ME by the said CARL HENRY BRUNSTING, on this 26th day of March, 2013, to certify which witness my hand and seal of office.

SHAWN M. TEAGUE
MY COMMISSION EXPIRES
April 3, 2015

Shawn M. Teague
Notary Public in and for the
State of TEXAS
Printed Name: Shawn M. Teague
My Commission Expires: 4-3-2015

Page 6 of 7 Monday, June 20, 2022 County Clerk Harris County, Texas

20120293703 : 5 of 7

NO. 412.248

ESTATE OF	§	**IN PROBATE COURT**
	§	
ELMER H. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

The foregoing Inventory, Appraisement and List of Claims of the above Estate, having been filed and presented, and the Court, having considered and examined the same and being satisfied that it should be approved and there having been no objections made thereto, it is in all respects APPROVED and ORDERED entered of record.

SIGNED on this _____ day of _____, 2013.

_____
JUDGE PRESIDING

APPROVED:

BAYLESS & STOKES

By: _____
Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Independent Executor

Page 7 of 7 Monday, June 20, 2022 County Clerk Harris County, Texas



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

NO. 412.249

ESTATE OF	§	**IN PROBATE COURT**
	§	
NELVA E. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

3930 (b)
EFF 9-1-83

The foregoing Inventory, Appraisement and List of Claims of the above Estate, having been filed and presented, and the Court, having considered and examined the same and being satisfied that it should be approved and there having been no objections made thereto, it is in all respects APPROVED and ORDERED entered of record.

SIGNED on this 4 day of April, 2013.

Christine Butts
JUDGE PRESIDING

APPROVED:

BAYLESS & STOKES

By: Bobbie G. Bayless
Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Independent Executor

FILED
2013 APR -5 AM 10:01
STAN STANART
COUNTY CLERK
HARRIS COUNTY, TEXAS

APR 05 2013

Page 1 of 1 Monday, June 20, 2022 County Clerk Harris County, Texas

PROBATE COURT OF HARRIS COUNTY, TEXAS

I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 16

Page 1 of 1 Friday, June 24, 2022 County Clerk Harris County, Texas

04052013 1514 P0008

DROP

NO. 4/12.248 **PROBATE COURT 4**

IN THE ESTATE OF Elmer H. Brunsting	§	IN THE PROBATE COURT
	§	NUMBER FOUR OF
DECEASED	§	HARRIS COUNTY, TEXAS

DROP ORDER

On this day, it having been brought to the attention of this Court that the above entitled and numbered estate should be dropped,

IT IS THEREFORE ORDERED that the Clerk drop said estate from the Court's active docket.

IT IS FURTHER ORDERED that any costs incident to this order are hereby waived.

SIGNED this 4 day of April, 2013.

Christine Butts
JUDGE CHRISTINE BUTTS
PROBATE COURT NO. FOUR

FILED
2013 APR -5 AM 10:01
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 24, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 17



Welcome occurtis@sbcglobal.net Logout | Edit Profile | Change Password

Home Courts Property Records Personal Records Other

Probate Search - November 1837 to present

Case Number: 412249
Court: All
File Date (From): MM/DD/YYYY (To): MM/DD/YYYY Search

Last Name First Name Middle Name
Party Attorney Company
File Date (From): MM/DD/YYYY (To): MM/DD/YYYY Search

Clear

Images available Jan. 1, 2008 to present

153 Record(s) Found.

CaseID	Case	File Date	Type Desc	Subtype	Style	Status	Judge	Court	View All
1597406	412249	04/02/2012	ORIGINAL WILL DEPOSIT	DEPOSIT WILL WITH NO APPLICATION	NELVA E BRUNSTING	Closed	CHRISTINE BUTTS	4	Parties

Case	Event Date	Event Desc	Comments					Pgs	
412249	02/01/2018	Misc. Notice	Notice of Change of Address	36503107	Brunsting - Notice of Change of Address.pdf	2	4	14388608	View

412249	11/09/2017	Exhibit	to Amended Application for Payment of Fees for Temporary Administrator Pending Contest	36306240	Exhibit	4	4	14191230	View
412249	11/08/2017	Order to Pay Attorney Fees	Ordered the total amount of $10,620.73 be paid to MacIntyre, McCulloch, Stanfield & Young, LLP out of the assets of the Estate; Signed 11/08/2017	36306242	Order to Pay Attorney Fees	2	4	14191238	View
412249	11/08/2017	Order to Pay Appointee Fees	Ordered the total amount of $19,907.40 be paid to Greg Lester; Signed 11/08/2017	36306241	Order to Pay Appointee Fees	1	4	14191237	View
412249	10/04/2017	Application to Pay Appointee Fees		36215332	Order.pdf	1	4	14103922	View
				36215332	AmndAppForFeeExp.pdf	8	4	14103925	View
412249	10/03/2017	Application to Pay Attorney Fees	Application for Payment of Attorney's Fees and Expenses for the Period August 1, 2015 Through May 31, 2017	36210665	fee app.pdf	19	4	14098917	View
				36210665	order re fee app.pdf	2	4	14098918	View
412249	10/03/2017	Order for Compensation	This Instrument Returned Unsigned by Judge's Office	36209486	Order for Compensation	1	4	14097100	View
412249	09/28/2017	Application to Pay Debts		36199013	Exhibit A.pdf	3	4	14087497	View
				36199013	Order draft.pdf	1	4	14087498	View
				36199013	ApplicationForFeeExp.pdf	5	4	14087499	View
412249	03/14/2016	Order to Transfer Docket (Dep.)	THIS INSTRUMENT RETURNED UNSIGNED BY JUDGE'S OFFICE Film code number PBT-2016-83153	23310981	Order to Transfer Docket (Dep.)	1	4	10889199	View
412249	03/14/2016	Order to Transfer Docket (Dep.)	THIS INSTRUMENT RETURNED UNSIGNED BY JUDGE'S OFFICE Film code number PBT-2016-83152	23310980	Order to Transfer Docket (Dep.)	1	4	10889198	View

412249	03/08/2016	RECEIPT		23300462				4		
412249	03/08/2016	Instrument Over 25 Pages		23299483				4		
412249	03/08/2016	Electronic Filing Fee		23299479				4		
412249	03/08/2016	Response	NON PARTIES CANDACE L. KUNZ-FREED AND VACEK & FREED, PLLC F/K/A THE VACEK LAW FIRM. PLLC RESPONSE TO CANDACE CURTIS MOTION TO TRANSFER CUASE FROM DISTRICT TO PROBATE COURT 4 Film code number PBT-2016-77014	23299475	Responses	45	4	10883498	View	
412249	03/07/2016	RECEIPT		23294671				4		
412249	03/04/2016	Electronic Filing Fee		23294116				4		
412249	03/04/2016	Notice of Hearing	3/9/2016 AT 2:30 P.M. Film code number PBT-2016-74332	23294114	Notice of Hearing	2	4	10880956	View	
412249	03/04/2016	Application for Continuance		23294110	Application for Continuance	4	4	10880954	View	
412249	03/03/2016	RECEIPT		23290145				4		
412249	03/02/2016	Electronic Filing Fee		23289056				4		
412249	03/02/2016	Memorandum	MEMORANDUM IN SUPPORT OF MOTION TO TRANSFER, CONSOLIDATE OR SNATCH RELATED DISTRICT COURT CASE Film code number PBT-2016-71625	23289053	Memorandum	28	4	10878428	View	
412249	02/10/2016	RECEIPT		23240756				4		

412249	02/09/2016	Application to Transfer Docket (Indep.)	MOTION TO TRANSFER CAUSE FROM DISTRICT COURT TO PROBATE COURT 4 Film code number PBT-2016-44972	23238939	Application to Transfer Docket (Indep.)	4	4	10853170	View	
412249	02/09/2016	Electronic Filing Fee		23238934			4			
412249	01/19/2016	RECEIPT		23189748			4			
412249	01/19/2016	Amended	FIRST AMENDED TO REPORT OF TEMP ADM PENDING CONTEST Film code number PBT-2016-17758	23188763	Amended	6	4	10827412	View	
412249	01/19/2016	Electronic Filing Fee		23188759			4			
412249	01/15/2016	RECEIPT		23183804			4			
412249	01/14/2016	Electronic Filing Fee		23183321			4			
412249	01/14/2016	Instrument Over 25 Pages		23183320			4			
412249	01/14/2016	Reports of Miscellaneous Kinds	REPORT OF TEMPORARY ADMINISTRATOR PENDING CONTEST Film code number PBT-2016-14856	23183319	Reports of Miscellaneous Kinds	183	4	10824654	View	
412249	09/11/2015	Order to Retain on Docket	ORDERED THAT GREGORY A. LESTER IS GRANTED AUTHORITY TO RETAIN JILL W. YOUNG WITH THE LAW FIRM OF MACINTYRE, MCCULLOCH, STANFIELD & YOUNG, LLP,. SIGNED 09/10/15 Film code number PBT-2015-299043	22927181	Order to Retain on Docket	2	4	10694846	View	
412249	09/10/2015	RECEIPT		22921549			4			
412249	09/09/2015	Electronic Filing Fee		22920939			4			

412249	09/09/2015	Application of Miscellaneous kind	RESPONSE TO GREGORY A LESTER'S APPLICAITON TO RETAIN COUNSEL & APPLICATION TO APPOINT JILL YOUNG TO REPLACE GREGORY A LESTER AS TEMPORARY ADMINISTRATOR Film code number PBT-2015-295796	22920935	Application of Miscellaneous kind	3	4	10691746	View
412249	09/08/2015	RECEIPT		22915015			4		
412249	09/08/2015	Attorney Assigned		22914148			4		
412249	09/04/2015	Electronic Filing Fee		22914149			4		
412249	09/04/2015	Notice of Hearing	SEPTEMBER 10, 2015 AT 2:00PM Film code number PBT-2015-291784	22914137	Notice of Hearing	2	4	10687946	View
412249	09/02/2015	RECEIPT		22906918			4		
412249	09/01/2015	Electronic Filing Fee		22905752			4		
412249	09/01/2015	Conform Copies	1 CONF COPY OF ORDER	22905751			4		
412249	09/01/2015	Application of Miscellaneous kind	APPLICATION FOR AUTHORITY TO RETAIN COUNSEL MACINTYRE MCCULLOCH STANFIELD & YOUNG Film code number PBT-2015-287226	22905750	Application of Miscellaneous kind	9	4	10683644	View
412249	07/28/2015	Letter Application	PICKED UP ON 7/28/15 Film code number PBT-2015-243000	22825194	Letter Application	1	4	10641738	View
				22825194	Letter Application	2	4	10641742	View
412249	07/27/2015	Court Registry Deposit	Deposit made for $100.00	22825271			4		
412249	07/27/2015	Notice of Cash Bond Deposit	$100 CASH BOND PER ORDER SIGNED 7/23/15 Film code number	22825166	Notice of Cash Bond Deposit	1	4	10641712	View

			PBT-2015-242973	22825166	Notice of Cash Bond Deposit	1	4	10641716	View
412249	07/27/2015	RECEIPT		22824823			4		
412249	07/24/2015	Electronic Filing Fee		22823241			4		
412249	07/24/2015	Oath		22823240	Oath	1	4	10640741	View
412249	07/24/2015	Order for Temporary Administration	LETTERS OF TEMPORARY ADMINISTRATION ISSUED TO GREG LESTER AS TEMPORARY ADMINISTRATOR PENDING CONTEST WITH A CASH BOND OF $100.00. SIGNED 07/23/15 Film code number PBT-2015-240496	22820669	Order for Temporary Administration	3	4	10639334	View
412249	07/24/2015	Folder Created		22820269			4		
412249	07/14/2015	Order to Transfer Docket (Indep.)	THIS INSTRUMENT RETURNED UNSIGNED BY JUDGE'S OFFICE Film code number PBT-2015-240527	22820768	Order to Transfer Docket (Indep.)	6	4	10639362	View
412249	07/14/2015	Notice of Hearing	ORAL HEARING Film code number PBT-2015-240477	22820639	Notice of Hearing	3	4	10639320	View
412249	04/20/2015	RECEIPT		22616462			4		
412249	04/20/2015	Electronic Filing Fee		22616267			4		
412249	04/20/2015	Affidavit	CANDACE LOUISE CURTIS AFFIDAVIT OF FACT DOCUMENTING SUCCESSION AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ELMER H BRUNSTING AND NELVA E BRUNSTING **DELETE**	22616261	Affidavit	2	4	10533872	View

			AFFIDAVIT OF FACTS Film code number PBT-2015-128883							
412249	04/08/2015	Legacy Event	ORDERED THAT JASON B. OSTROM AND THE LAW FIRM OF OSTROMMORRIS, PLLC SHALL NO LONGER SERVE AS COUNSEL OF RECORD. SIGNED 4/7/15 Film code number PBT-2015-114805	22591154	Legacy Event	1	4	10520497	View	
412249	04/01/2015	Legacy Event		22577446			4			
412249	03/31/2015	RECEIPT		22572235			4			
412249	03/30/2015	Electronic Filing Fee		22571345			4			
412249	03/30/2015	Legacy Event		22571343	Legacy Event	8	4	10509837	View	
412249	03/24/2015	RECEIPT		22558359			4			
412249	03/23/2015	Objection	TO AMY RUTH BRUNSTING'S APPLICATION TO BE NAMED SUCCESSOR EXECUTOR Film code number PBT-2015-240487	22820657	Objection	4	4	10639326	View	
412249	03/23/2015	Electronic Filing Fee		22557656			4			
412249	03/23/2015	Response	RESPONSE TO MOTION TO COMPEL DISCLOSURES Film code number PBT-2015-95797	22557655	Responses	2	4	10502603	View	
412249	03/18/2015	RECEIPT		22548205			4			
412249	03/17/2015	Electronic Filing Fee		22546344			4			
412249	03/17/2015	Response	RESPONSE TO OBJECTIONS TO APPLICATION FOR APPOINTMENT AND OBJECTION TO AMY	22546341	Responses	4	4	10496871	View	

			BRUNSTING'S APPLICATION FOR APPOINTMENT Film code number PBT-2015-89757							
412249	03/13/2015	RECEIPT		22537365			4			
412249	03/13/2015	Attorney Assigned		22536534			4			
412249	03/12/2015	Electronic Filing Fee		22536536			4			
412249	03/12/2015	Application to Appoint Successor Executor	AMY RUTH BRUNSTING APPLICATION TO BE NAMED SUCCESSOR EXECUTOR RESPONSE TO CARL BRUNSTING APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND OBJECTION TO CANDACE CURTIS APPLICATION FOR APPOINTMENT AS SUCCESSOR EXECUTOR Film code number PBT-2015-84166	22536535	Application to Appoint Successor Executor	9	4	10491543	View	
412249	02/19/2015	Order for Continuance	ORDERED TRAIL IS RESET TO SEPTEMBER 14, 2015. SIGNED 2/18/15 Film code number PBT-2015-58243	22487867	Order for Continuance	1	4	10467098	View	
412249	02/19/2015	RECEIPT		22487309			4			
412249	02/19/2015	Electronic Filing Fee		22486778			4			
412249	02/19/2015	Application to Resign	CARL HENRY APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND CANDACE LOUISE CURTIS APLICATION FOR APPOINTMENT AS	22486777	Application to Resign	4	4	10466485	View	

			SUCCESSOR PERSONAL REPRESENTIVE Film code number PBT-2015-57597							
412249	02/18/2015	RECEIPT		22484418			4			
412249	02/18/2015	RECEIPT		22483952			4			
412249	02/18/2015	Exhibit Check In/Out Event		22483668			4			
412249	02/18/2015	Legacy Event		22483664			4			
412249	02/18/2015	Instrument Over 25 Pages		22483620	Instrument Over 25 Pages	133	4	10464872	View	
412249	02/18/2015	Electronic Filing Fee		22483617			4			
412249	02/18/2015	Response	RESPONSE TO CANDACE'S SECOND MOTION FOR PARTIAL DISTRIBUTION FOR ATTORNEY'S FEES	22483599			4			
412249	02/18/2015	Exhibit Check In/Out Event		22483422			4			
412249	02/18/2015	Legacy Event		22483379			4			
412249	02/17/2015	Electronic Filing Fee		22483341			4			
412249	02/17/2015	Objection	OBJECTION TO PLAINTIFF'S APPLICATION FOR PARTIAL DISTRIBUTION FILED IN BASE DOCKET BY REQUEST OF CARLINDA COMSTOCK PROBATE COURT 4 Film code number PBT-2015-55734	22483336	Objection	133	4	10464701	View	
412249	02/12/2015	Electronic Filing Fee		22473862			4			
412249	02/10/2015	RECEIPT		22466902			4			
412249	02/10/2015	RECEIPT		22466062			4			
412249	02/09/2015	Electronic Filing Fee		22466015			4			

412249	02/09/2015	Application for Continuance		22466012	Application for Continuance	5	4	10455695	View
412249	02/09/2015	Electronic Filing Fee		22465171			4		
412249	02/09/2015	Instrument Over 25 Pages		22465168			4		
412249	02/09/2015	Motion Pertaining to Lawsuits Only (Indep.)		22465165	Motion Pertaining to Lawsuits Only (Indep.)	601	4	10455191	View
412249	02/09/2015	RECEIPT		22463929			4		
412249	02/06/2015	Electronic Filing Fee		22460602			4		
412249	02/06/2015	Instrument Over 25 Pages		22460601			4		
412249	02/06/2015	Misc. Notice	NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTER Film code number PBT-2015-42743	22460594	Misc. Notice	51	4	10452527	View
412249	02/06/2015	RECEIPT		22458660			4		
412249	02/05/2015	Electronic Filing Fee		22458236			4		
412249	02/05/2015	Application of Miscellaneous kind	PLAINTIFFS APPLICATION FOR PARTIAL DISTRIBUTION Film code number PBT-2015-41286	22458235	Application of Miscellaneous kind	10	4	10451148	View
412249	12/10/2014	RECEIPT		22334014			4		
412249	12/10/2014	Attorney Assigned		22333227			4		
412249	12/09/2014	Electronic Filing Fee		22333229			4		
412249	12/09/2014	Response	RESPONSE TO OBJECTION TO PLAINTIFF'S MOTION FOR DISTRIBUTION OF TRUST FUNDS Film code number PBT-2014-396779	22333220	Responses	4	4	10390795	View
412249	12/09/2014	RECEIPT		22331638			4		

412249	12/08/2014	Electronic Filing Fee		22330894				4		
412249	12/08/2014	Instrument Over 25 Pages		22330892				4		
412249	12/08/2014	Response	REPLY TO REPONSE TO MOTION FOR DISTRIBUTION OF TRUST FUNDS Film code number PBT-2014-395429	22330883	Responses	39	4	10389526	View	
412249	11/18/2014	RECEIPT		22293021				4		
412249	11/17/2014	Electronic Filing Fee		22292328				4		
412249	11/17/2014	Amended	SECOND AMENDED NOTICE OF HEARING NOVEMBER 17, 2014 AT 2:00PM Film code number PBT-2014-374213	22292326	Amended	2	4	10369481	View	
412249	11/04/2014	Miscellaneous Order	GRANTING PLAINTIFF'S MOTION FOR DISTRIBUTION OF TRUST FUNDS THIS INSTRUMENT RETURN UNSIGNED BY JUDGE'S OFFICE Film code number PBT-2014-358733	22261442	Miscellaneous Order	1	4	10354961	View	
412249	11/04/2014	RECEIPT		22260727				4		
412249	11/03/2014	Electronic Filing Fee		22260378				4		
412249	11/03/2014	Amended	NOTICE OF HEARING - RESCHEDULED FOR MONDAY, NOVEMBER 17, AT 2:00 PM Film code number PBT-2014-357957	22260375	Amended	2	4	10354278	View	
412249	10/29/2014	RECEIPT		22248956				4		
412249	10/29/2014	Attorney Assigned		22247967				4		
412249	10/28/2014	Electronic Filing Fee		22247969				4		

412249	10/28/2014	Notice of Hearing	ON THURSDAY, NOVEMBER 6, 2014 AT 9:30 AM Film code number PBT-2014-351308	22247959	Notice of Hearing	2	4	10348075	View
412249	10/21/2014	RECEIPT		22231753			4		
412249	10/20/2014	Electronic Filing Fee		22230987			4		
412249	10/20/2014	Application of Miscellaneous kind	PLAINTIFF'S MOTION FOR DISTRIBUTION OF TRUST FUNDS Film code number PBT-2014-342716	22230985	Application of Miscellaneous kind	4	4	10339882	View
412249	10/17/2014	Letter Application		22224386	Letter Application	1	4	10336365	View
				22224386	Letter Application	2	4	10336366	View
412249	06/06/2014	Miscellaneous Order	ORDER GRANTING PLAINTIFF'S MOTION TO REMAND, SIGNED MAY 15, 2014 Film code number PBT-2014-188311	21933282	Miscellaneous Order	2	4	10194300	View
412249	05/22/2014	Miscellaneous Order	GRANTING PLAINTIFF'S MOTION TO REMAND SIGNED ON 5/15/2014 BY UNITED STATES DISTRICT JUDGE Film code number PBT-2014-170812	21899799	Miscellaneous Order	2	4	10178046	View
412249	04/05/2013	Legacy Event	SIGNED APRIL 4, 2013,D OCKET DROP Film code number PBT-2013-111083	21096264	Legacy Event	1	4	9736056	View
412249	04/05/2013	Order on Inventory (Indep.)	ORDERED INVENTORY, APPRAISEMENT AND LIST OF CLAIMS APPROVED, SIGNED APRIL 4, 2013 Film code number PBT-2013-111081	21096260	Order on Inventory (Indep.)	1	4	9736054	View
412249	03/26/2013	Inventory (Indep.)		21077657	Inventory (Indep.)	7	4	9725231	View

412249	12/26/2012	Misc. Notice	NOTICE OF APPEARANCE OF COUNSEL - MAUREEN KUZIK MCCUTCHEN Film code number PBT-2012-413506	20910821	Misc. Notice	2	4	9628446	View
412249	12/05/2012	Order to Extension	ORDERED DATE FOR FILING INVENTORY EXTENDED TO MARCH 26, 2013, SIGNED 11/30/12 Film code number PBT-2012-396204	20880432	Order to Extension	1	4	9612329	View
412249	11/26/2012	RECEIPT		20862546			4		
412249	11/26/2012	RECEIPT		20862543			4		
412249	11/26/2012	Conform Copies		20862530			4		
412249	11/26/2012	Affidavit	PERSONAL REPRESENTATIVE'S AFFIDAVIT OF COMPLIANCE WITH NOTICE REQUIRMENTS UNDER SECTION 128A, TEXAS PROBATE CODE Film code number PBT-2012-383709	20862459	Affidavit	16	4	9600617	View
412249	11/26/2012	Application for Extension		20862450	Application for Extension	2	4	9600615	View
412249	09/05/2012	Legacy Event		20717141	Legacy Event	1	4	9518520	View
412249	08/28/2012	Order Admitting Will and Issuance of Letters Testamentary	ORDERED WILL ADMITTED TO PROBATE, LETTERS TESTAMENTARY TO CARL HENRY BRUNSTING, WHO IS APPOINTED INDEPENDENT EXECUTOR, W/O BOND, APPRAISERS WAIVED, SIGNED AUGUST 28, 2012 Film code number PBT-2012-287037	20702884	Order Admitting Will and Issuance of Letters Testamentary	2	4	9509894	View

412249	08/28/2012	Admitted Will	TO PROBATE Film code number PBT-2012-287034	20702879	Admitted Will	12	4	9509891	View
412249	08/28/2012	Proof of Misc. Types	OF DEATH AND OTHER FACTS, DRINA BRUNSTING Film code number PBT-2012-287033	20702878	Proof of Misc. Types	2	4	9509890	View
412249	08/28/2012	Oath		20702849	Oath	1	4	9509871	View
412249	08/28/2012	Letter Application		20702832	Letter Application	1	4	9509857	View
				20702832	Letter Application	2	4	9509858	View
412249	08/27/2012	Citation Returned	SERVED CITATION ON APPLICATION FOR PROBATE OF LAST WILL BY POSTING Film code number PBT-2012-285513	20699975	Citation Returned	2	4	9508505	View
412249	08/16/2012	Conversion Service Event	Executed: N;	20682104			4		
412249	08/16/2012	PW-LT-Posting		20682103	PW-LT-Posting	2	4	9497868	View
412249	08/15/2012	RECEIPT		20681940			4		
412249	08/15/2012	Civil Case Information Sheet		20681934	Civil Case Information Sheet	1	4	9497778	View
412249	08/15/2012	App to Probate Will and Issuance of Letters Testamentary	PW-LT POST DOD 04 01 2009 RETURN DATE AUGUST 27 2012 Film code number PBT-2012-274039	20681923	App to Probate Will and Issuance of Letters Testamentary	2	4	9497767	View
412249	08/15/2012	Attorney Assigned		20681919			4		
412249	04/02/2012	Purported Will		20681930	Purported Will	12	4	9497774	View
412249	04/02/2012	Folder Created		20447689			4		
412249	04/02/2012	Case Initiated Application (OCA)	PPURPORTED WILL Film code number PBT-2012-122649	20447688	Case Initiated Application (OCA)	12	4	9359616	View

TAB 18

LAST WILL
OF
NELVA E. BRUNSTING

PROBATE COURT 4
04032012: 1010 :G0040

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

Article I

My Family

I am married and my spouse's name is ELMER H. BRUNSTING.

All references to "my spouse" in my Will are to ELMER H. BRUNSTING.

The names and birth dates of my children are:

Name	Birth Date
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY RILEY	August 7, 1963

All references to my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

Article II

Testamentary Gifts

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

PURPORTED WILL

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2012-04-03 13:37:39 G0041

ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

04032012:1D1D:G0041

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

Article III

Appointment of Personal Representative

I appoint ELMER H. BRUNSTING as my Personal Representative. In the event ELMER H. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation

PURPORTED WILL

to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

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Article IV

Payment of Debts, Taxes, Settlement Costs and Exercise of Elections

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

Section A. Payment of Indebtedness and Settlement Costs

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

Section B. Special Bequests

If property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient. The obligation to be assumed shall be the principal balance of the indebtedness on date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

Section C. Estate, Generation Skipping, or Other Death Tax

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest

PURPORTED WILL

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(i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

Section D. Election, Qualified Terminable Interest Property

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for ELMER H. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which ELMER H. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless ELMER H. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of ELMER H. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of ELMER H. BRUNSTING, and this

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PURPORTED WILL

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provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

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Section E. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as Qualified Terminable Interest Property had not been made. Reference to the "Special Election For Qualified Terminable Interest Property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code. The term "GST Exemption" or "GST Exemption Amount" is the dollar amount of property which may pass as generation skipping transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

Section F. Elective Deductions

The Personal Representative will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Personal Representative's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of my estate or the estate of a deceased beneficiary.

Article V

Service of the Personal Representative

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

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Section A. Possession, Assets, Records

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

Section B. Retain Property in Form Received, Sale

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

Section C. Investment Authority

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

Section D. Power of Sale, Other Disposition

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

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PURPORTED WILL

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08220-0003

Section E. Partial, Final Distributions

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

Section F. Partition, Undivided Interests

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

Section G. Accounting

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

Section H. Protection of Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts,

Copy

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contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

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Section I. Consultants, Professional Assistance

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

Section J. Compensation

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

Section K. Documenting Succession

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

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Article VI

No-Contest Requirements

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

These directions will apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause, and even though the proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by ELMER H. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

Nelva E. Brunsting

NELVA E. BRUNSTING

PURPORTED WILL

UNOFFICIAL COPY

The foregoing Will was, on the day and year written above, published and declared by NELVA E. BRUNSTING in our presence to be her Will. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, NELVA E. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

WITNESS

Krysti Brull
11511 Katy Freeway, Suite 520
Houston, Texas 77079

WITNESS

April Driskell
11511 Katy Freeway, Suite 520
Houston, Texas 77079

04032012:1010:G0049

PURPORTED WILL

UNOFFICIAL COPY

08-36222-2-10-3-G0050

SELF-PROVING AFFIDAVIT

04032012: 1010 :G0050

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared NELVA E. BRUNSTING, Kristi Brun and April Priskell, known to me to be the Testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said NELVA E. BRUNSTING, Testatrix, declared to me and to the said witnesses in my presence that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testatrix that the said Testatrix had declared to them that the said instrument is her Last Will and Testament, and that she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix and at her request; that she was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

Nelva E. Brunsting
NELVA E. BRUNSTING

Kristi Brun
WITNESS

April Priskell
WITNESS

FILED
2012 APR -2 AM 8:36
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Subscribed and sworn to before me by the said NELVA E. BRUNSTING, the Testatrix, and by the said Kristi Brun and April Priskell, witnesses, on January 12, 2005.

Charlotte Allman
Notary Public, State of Texas

CHARLOTTE ALLMAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
AUG. 1, 2006

UNOFFICIAL COPY

PURPORTED WILL

04032012: 1010 :G0051

412249

The Vacek Law Firm, PLLC
11511 Katy Freeway, Suite 520
Houston, Texas 77079
(281) 531-5800

UNOFFICIAL

PURPORTED WILL

TAB 19

08220121351P0064

PROBATE COURT #4

NO. 412.249

ESTATE OF	§	**IN PROBATE COURT**
	§	
NELVA E. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

PROOF OF DEATH AND OTHER FACTS

On this day, DRINA BRUNSTING ("Affiant"), personally appeared in Open Court, and after being duly sworn, stated the following:

1. Nelva E. Brunsting ("Decedent") died on November 11, 2011, in Houston, Harris County, Texas, at the age of 85 years and four years have not elapsed since the date of Decedent's death.

2. Decedent was domiciled and had a fixed place of residence in this County at the date of death.

3. The document dated January 12, 2005, now shown to me and which purports to be Decedent's Will was never revoked so far as I know.

4. A necessity exists for the administration of this Estate.

5. No child or children were born to or adopted by Decedent after the date of the Will.

6. Decedent was never divorced.

7. The Independent Executor named in the Will is Elmer H. Brunsting, but he predeceased Decedent in 2009. The alternate or successor Independent Executor named in the Will is CARL HENRY BRUNSTING, who is not disqualified by law from accepting Letters Testamentary or from serving as Independent Executor, and is entitled to such Letters.

8. Decedent's Will did not name either the State of Texas, a governmental agency of the State of Texas, or a charitable organization as a devisee.

DO NOT COPY

08282012 2:11:35:pm0065

SIGNED this 28th day of August, 2012.

DRINA BRUNSTING

SUBSCRIBED AND SWORN TO BEFORE ME by DRINA BRUNSTING, this 28th day of August, 2012, to certify which, witness my hand and seal of office.

STAN STANART, County Clerk

Clerk of Probate Court No. 4
of Harris County, Texas

By: _____
Deputy

PROBATE COURT NO. 4 OF HARRIS COUNTY, TEXAS

FILED
2012 AUG 28 AM 10:09
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

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TAB 20

PROBATE COURT #4

08282012 11:35:P0080

NO. 412.249

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

ORDER ADMITTING WILL TO PROBATE AND AUTHORIZING LETTERS TESTAMENTARY

On this day came on to be heard the Application for Probate of Will and For Issuance of Letters Testamentary filed by CARL HENRY BRUNSTING ("Applicant") in the Estate of Nelva E. Brunsting, Deceased ("Decedent").

The Court, having heard the evidence and having reviewed the Will, and other documents filed herein, finds that the allegations contained in the Application are true; that notice and citation have been given in the manner and for the length of time required by law; that Decedent is dead and that four (4) years have not elapsed since the date of Decedent's death; that this Court has jurisdiction and venue of the Decedent's estate; that Decedent left a Will dated January 12, 2005, executed with the formalities and solemnities and under the circumstances required by law to make a valid Will; that on such date Decedent had attained the age of eighteen (18) years and was of sound mind; that such Will was not revoked by Decedent; that no objection to or contest of the probate of such Will has been filed; that all of the necessary proof required for the probate of such Will has been made; that in such Will, Decedent named Elmer H. Brunsting to serve as Executor, but he predeceased Decedent in 2009; that in such Will, Decedent named CARL HENRY BRUNSTING to serve as alternate or successor Independent Executor, without bond; that CARL HENRY BRUNSTING is duly qualified and not disqualified by law to act as such and to receive Letters Testamentary; that a necessity exists for the administration of this estate; that Decedent's Will did not name either the State of Texas, a governmental agency of the State of Texas, or a charitable organization as a

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|9509894

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

devisee; and that no interested person has applied for the appointment of appraisers and none are deemed necessary by the Court.

It is therefore ORDERED that such Will is admitted to probate, and the Clerk of this Court is ORDERED to record the Will, together with the Application, in the Minutes of this Court.

It is further ORDERED that no bond or other security is required and that upon the taking and filing of the Oath required by law, Letters Testamentary shall be issued to CARL HENRY BRUNSTING, who is appointed as Independent Executor of Decedent's Will and Estate, and no other action shall be necessary in this Court other than the filing of an Inventory, Appraisement, and List of Claims or an Affidavit in Lieu of Inventory, Appraisement and List of Claims and Probate Code Section 128A Notice, as required by law.

SIGNED this 28 day of August, 2012.

Christine Butts
JUDGE PRESIDING

APPROVED:

BAYLESS & STOKES

By: Dalia B. Stokes

Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale Street
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Applicant

FILED
2012 AUG 28 AM 10:09
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|9509894

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

TAB 21

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NO. 412.249

ESTATE OF	§	**IN PROBATE COURT**
	§	
NELVA E. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

Date of Death: November 11, 2011

The following is a full, true, and complete Inventory and Appraisement of all personal property and of all real property situated in the State of Texas, together with a List of Claims due and owing to this Estate as of the date of death, which have come to the possession or knowledge of the undersigned.

UNOFFICIAL COPY

INVENTORY AND APPRAISEMENT

ASSETS	VALUE	ESTATE INTEREST

1. **Real Estate:**

   See List of Claims

2. **Stocks and Bonds**

   See List of Claims

3. **Mortgages, Notes and Cash:**

   See List of Claims

4. **Insurance Payable to Estate**

   See List of Claims

5. **Jointly Owned Property**

   See List of Claims

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2013 MAR 26 PM 3:16
COUNTY CLERK
HARRIS COUNTY, TEXAS

ASSETS	VALUE	ESTATE INTEREST

6. Miscellaneous Property

6a. See List of Claims

6b. One-half (½) interest in
2000 Buick LeSabre..... $2,750.00
VIN--1G4HR54K3YU229418

TOTAL VALUE OF ESTATE..... Yet to be determined

UNOFFICIAL COPY

Document: 2015-26925 Page: 3 of 5

UNOFFICIAL COPY

LIST OF CLAIMS

1. Based upon the information currently available to the personal representative of the estate, it is not possible to determine with certainty what assets were in the estate at the Decedent's death. That determination will have to be made the subject of further judicial proceedings. After that judicial determination is made, to the extent it becomes necessary, this Inventory, Appraisement and List of Claims will be amended to reflect the descriptions and values of assets later determined to have been estate assets at the time of Decedent's death.

2. The estate has asserted a claim against Candace L. Kunz-Freed and Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC relating to actions taken and omissions made in the course of their representation of decedent and her husband which may result in additional estate assets. That case is pending under Cause No. 2013-05455, styled *Carl Henry Brunsting, Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting v. Candace L. Kunz-Freed and Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC,* in the 164th Judicial District Court of Harris County, Texas.

3. The Brunsting Family Living Trust was signed by Decedent and her husband on October 10, 1996 and was restated on January 12, 2005 (the "Family Trust"). The Family Trust purported by its terms to provide for the creation of successor and/or subsequent trusts. The Family Trust also described other documents which, if created in compliance with the terms of the Family Trust, could impact the assets and status of the Family Trust. Attempts were made by various parties to change the terms and control of the Family Trust through later instruments which have been or will be challenged. The estate also asserts claims against Anita Brunsting and Amy Brunsting, the current purported trustees of the successor trusts or trusts arising from the Family

0227-2-0821-E0965

Trust or documents allegedly created pursuant to the terms of the Family Trust. Those claims will be the subject of separate proceedings and may result in additional estate assets.

4. The estate also asserts a claim against Anita Brunsting, Amy Brunsting, and Carole Brunsting in their individual capacities for amounts paid and assets believed to also include, among other things, stocks and bonds which were removed from the Family Trust and/or the estate. This was accomplished either through the use of a power of attorney for Decedent, through their position as trustees, through their position as joint signatories on accounts and safe deposit boxes, or because they otherwise had access to the assets. Those claims will also be the subject of a separate proceeding and may result in additional estate assets.

There are no known claims due or owing to the Estate other than those shown on the foregoing Inventory and Appraisement.

The foregoing Inventory, Appraisement and List of Claims should be approved and ordered entered of record.

CARL HENRY BRUNSTING,
Independent Executor of the Estate of
Nelva E. Brunsting

BAYLESS & STOKES

By: _____
Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Independent Executor

UNOFFICIAL COPY

03/27/2013 15:03 [illegible]

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded to the following interested parties as specified below on the 26th day of March, 2013, as follows:

Maureen Kuzik McCutchen
Mills Shirley, LLP
2228 Mechanic, Suite 400
P.O. Box 1943
Galveston, Texas 77553-1943
Houston, Texas 77056
sent via Telecopier

Candace Louise Curtis
1215 Ulfinian Way
Martinez, California 94553
sent via U.S. First Class Mail

Carole Ann Brunsting
5822 Jason St.
Houston, Texas 77074
sent via U.S. First Class Mail

BOBBIE G. BAYLESS

UNOFFICIAL COPY

20130227209 Pg 6 of 9

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, CARL HENRY BRUNSTING, having been duly sworn, hereby state on oath that the foregoing Inventory, Appraisement and List of Claims is a true and complete statement of all the property and claims of the Estate that have come to my knowledge.

Carl Henry Brunsting
CARL HENRY BRUNSTING
Independent Executor of the Estate of
Nelva E. Brunsting, Deceased

SWORN TO and SUBSCRIBED BEFORE ME by the said CARL HENRY BRUNSTING, on this 26th day of March, 2013, to certify which witness my hand and seal of office.

SHAWN M. TEAGUE
MY COMMISSION EXPIRES
April 3, 2015

Shawn M. Teague
Notary Public in and for the
State of TEXAS
Printed Name: Shawn M. Teague
My Commission Expires: 4-3-2015

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20130270260 : Pages 1

NO. 412.249

ESTATE OF	§	**IN PROBATE COURT**
	§	
NELVA E. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

The foregoing Inventory, Appraisement and List of Claims of the above Estate, having been filed and presented, and the Court, having considered and examined the same and being satisfied that it should be approved and there having been no objections made thereto, it is in all respects APPROVED and ORDERED entered of record.

SIGNED on this _____ day of _____, 2013.

_____
JUDGE PRESIDING

APPROVED:

BAYLESS & STOKES

By: _____

Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Independent Executor

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PROBATE COURT 4

NO. 412.248

ESTATE OF	§	**IN PROBATE COURT**
	§	
ELMER H. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

3930 (b)
EFF 9-1-83

The foregoing Inventory, Appraisement and List of Claims of the above Estate, having been filed and presented, and the Court, having considered and examined the same and being satisfied that it should be approved and there having been no objections made thereto, it is in all respects APPROVED and ORDERED entered of record.

SIGNED on this 4 day of April, 2013.

Christine Butts
JUDGE PRESIDING

APPROVED:

BAYLESS & STOKES

By: Bobbie G. Bayless
Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Independent Executor

FILED
2013 APR -5 AM 10:01
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

APR 05 2013

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04052013 15147 P0006

TAB 22

PROBATE COURT 4

NO. 412,249

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

3930 (b)
EFF 9-1-83

The foregoing Inventory, Appraisement and List of Claims of the above Estate, having been filed and presented, and the Court, having considered and examined the same and being satisfied that it should be approved and there having been no objections made thereto, it is in all respects APPROVED and ORDERED entered of record.

SIGNED on this 4 day of April, 2013.

JUDGE PRESIDING

APPROVED:

BAYLESS & STOKES

By: *Bobbie G. Bayless*

Bobbie G. Bayless
State Bar No. 01940600
Dalia B. Stokes
State Bar No. 19267900
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218

Attorneys for Independent Executor

FILED
2013 APR -5 AM 10:01
STAN STANART
COUNTY CLERK
HARRIS COUNTY, TEXAS

APR 05 2013

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A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|9736054

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

TAB 23

DROP

NO. 412249 PROBATE COURT 4

IN THE ESTATE OF Nelva E. Brunsting	§	IN THE PROBATE COURT
	§	NUMBER FOUR OF
DECEASED	§	HARRIS COUNTY, TEXAS

DROP ORDER

On this day, it having been brought to the attention of this Court that the above entitled and numbered estate should be dropped,

IT IS THEREFORE ORDERED that the Clerk drop said estate from the Court's active docket.

IT IS FURTHER ORDERED that any costs incident to this order are hereby waived.

SIGNED this 4 day of April, 2013.

Christine Butts
JUDGE CHRISTINE BUTTS
PROBATE COURT NO. FOUR

FILED
2013 APR -5 AM 10:01
STAN STANART
COUNTY CLERK
HARRIS COUNTY, TEXAS

04052013 1322:40115

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|9736056

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

TAB 24

Probate

Case Number: 412249

Court: All

Status: -All

File Date (From): MM/DD/YYYY

File Date (To): MM/DD/YYYY

SEARCH CLEAR

◉ Party ○ Attorney ○ Company

Last Name:

First Name:

File Date (From): MM/DD/YYYY

File Date (To): MM/DD/YYYY

SEARCH CLEAR

288 Record(s) Found.

Case	File Date	Type Desc	Subtype	Style	Status	Judge	C
412249-401	04/09/2013	ANCILLARY (LAWSUITS CASES) - CONVERSION		NELVA E. BRUNSTING, DECEASED	Open	JAMES HORWITZ	

FIRST 1 2 LAST

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 8/22/2019
Diane Trautman, County Clerk
Harris County, Texas

Olivia Guerrero Deputy

CON:471457|0

COUNTY COURT OF HARRIS COUNTY, TEXAS

Event Date	Event Desc	Comments		Pgs	☐
07/29/2019	CC & Non-CC Order	Tag # 458969---MAILED 07/31/19			☐
07/23/2019	Order for Sanction	and/or Contempt	Order for Sanction	3	☐
07/08/2019	Memorandum	Plaintiff Memorandum on Appointment of Administrator	2019-07-07 Memorandum re Appointment of Administrator.pdf	8	☐
07/08/2019	Findings of Fact, Etc.		2019-07-07 Proposed Order after Hearing.pdf	8	☐
06/12/2019	Response	Response to the Fiduciary's Application for the Beneficiary to be Held in Contempt with Petition for Partial Summary or Declaratory Judgment	2008-06-09 Elmer Incompetent.pdf	1	☐
			2007-09-06 2007 Amendment Brunsting Family Living Trust.pdf	2	☐
			Petition for Declaratory Judgment.pdf	8	☐
			2005-01-12 P849-950 Restatement of Trust& Related Docs.pdf	102	☐
05/21/2019	Notice of Hearing	on A. Brunsting's Motion for Sanctions and/or Contempt, June 28, 2019 at 3:00pm	Notice of Hearing.pdf	2	☐
05/17/2019	Misc. Notice	Notice of Intention to Continue Deposition	2019-05-17 Depo Notice to C. Kunz-Freed.pdf	2	☐

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05/15/2019	Application for Sanction	Amy Brunsting's Motion for Sanctions and/or Contempt	Ex. 5.pdf	3	☐
			Ex. 4.pdf	2	☐
			A. Brunstings Mtn. for Sanctions.pdf	7	☐
			Ex. 1.pdf	2	☐
			Ex. 2.pdf	7	☐
			Ex. 3.pdf	2	☐
04/06/2019	Order to Reset	Trial to 10-05-2015			
04/04/2019	Order to Transfer Docket	to Harris County Probate Court 4 from Harris County 164th Judicial District			
03/07/2019	Miscellaneous Order	Granting Appraisal	Miscellaneous Order	1	☐
03/05/2019	Misc. Notice	Notice of Filing Privilege Log	Brunsting - Ntc of Filing Privilege Log.pdf	12	☐
03/01/2019	Brief	Candace Kunz-Freed's Brief on Privilege	Brunsting - Freed's Brief on Privilege.pdf	4	☐
			Brunsting - Exhibit B.pdf	15	☐
			Brunsting - Exhibit A.pdf	7	☐
03/01/2019	Brief	Carl Brunsting's Brief Concerning Attorney-Client Privilege Issues With Regard to the Deposition of Candace Freed	Carl's Brief re attorney-client privilege.pdf	4	☐
03/01/2019	Brief	Anita and Amy Brunsting's Joint Brief regarding Texas Rule of Evidence 503	Anita and Amy Brunsting's Joint Brief.pdf	7	☐
02/25/2019	Objection	Objection to Farm Appraisal Demand for Accounting	Objection to Farm Appraisal Demand for Accounting.pdf	5	☐

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02/25/2019	Misc. Notice	Notice of Deposition momo on Texas Rule of Evidence 503 (d)	2019-02-22 Notice of Dep Tx Rule Ev 503 (d).pdf	5	☐
02/14/2019	Miscellaneous Order	Denying Pleas and Motion Filed by Candace Curtis	Miscellaneous Order	2	☐
02/14/2019	Order to Transfer Docket	District Court Proceedings to Probate Court No. 4	Order to Transfer Docket	1	☐
02/08/2019	Misc. Notice	Notice of Hearing re Motion for Appraisal(s)	2019-02-08 Ntc of Hrg re Apprsl.pdf	2	☐
02/05/2019	Response	Amy Brunsting's Reply to Curtis' Response	Amy Brunsting's Reply to Curtis's Response.pdf	7	☐

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02/05/2019	Answer	Candace Curtis Special Exceptions Motion in Limine Memorandum	E12_ October 2018 No-contest clause emails.pdf	22	☐
			E11_2014-05-13 IN RE_ Julie HANNAH.pdf	14	☐
			E7_2013-01-09 Curtis v. Brunsting_ 704 F.3d 406 Lexis.pdf	7	☐
			E8_2016-12-29 Mendel email to Carole Distribution Injunction Liquidity and Incurred Debt.pdf	4	☐
			E9_2015-08-03 Case 412249-401 Hearing Transcript - Wiretap.pdf	42	☐
			E10_2016-03-09 Case 412249-401 March 9, 2016 Hearing Transcript.pdf	54	☐
			Candace Louise Curtis Special Exceptions Motion in Limine -401.pdf	15	☐
			2019-01-28 Proposed Order Plea to the jurisdiction 401.pdf	3	☐
			E1_Application for Order to Show Cause.pdf	7	☐
			E2_Case 412-cv-592 Curtis Original Federal Complaint 2012-02-27.pdf	28	☐

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			E3_2014-05-22 Case 4-12-cv-592 Federal Order Granting Remand Case 412249-402 PBT-2014-170812.pdf	2	☐
			E4_2013-04-09 Case 412249-401 PBT-2013-115617 Bayless Original Petition 2013-04-09.pdf	20	☐
			E5_2015-03-05 Case 412249-401 PBT-2015-76288 Agreed Order to Consolidate cases.pdf	5	☐
			E6_2013-01-29 Case 2013-05455 District Court Complaint against Freed.pdf	20	☐
02/04/2019	Answer	Response to Amy Brunsting's Motion for Clarification and/or Motion to Dismiss	Proposed order denying Application to be named Successor Executor.pdf	2	☐
			Response to Motion for Clarification.pdf	3	☐
02/04/2019	Answer	Non-Party Witness Candace Kunz-Freed's Response to Amy Brunsting's Motion for Clarification	Freed's Rsps to Amy's Mtn for Clarification.pdf	4	☐

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01/29/2019	No Fee - Other	Amy Brunsting's Motion for Clarification and/or Motion to Dismiss	Exhibit A-5 to Motion for Clarification and Motion to Dismiss.pdf	4	☐
			Exhibit A-4 to Motion for Clarification and Motion to Dismiss.pdf	1	☐
			Exhibit A to Motion for Clarification and Motion to Dismiss.pdf	2	☐
			Exhibit A-1 to Motion for Clarification and Motion to Dismiss.pdf	16	☐
			Exhibit A-2 to Motion for Clarification and Motion to Dismiss.pdf	9	☐
			Exhibit A-3 to Motion for Clarification and Motion to Dismiss.pdf	5	☐
			Motion for Clarification and Motion to Dismiss.pdf	14	☐
01/29/2019	Notice of Hearing	Notice of Hearing on Amy Brunsting's Motion for Clarification and/or Motion to Dismiss	Notice of Hearing - Motion for Clarification and Motion to Dismiss.pdf	2	☐
01/29/2019	Application of Miscellaneous kind	Anita Brunsting s Motion to Join Amy Brunsting s Motion for Clarification and/or Motion to Dismiss	2019-01-29 A. Brunsting's Mtn to Join.pdf	3	☐
01/28/2019	Proposed Order	Order Granting Appraisal	2019-01-28 Ord Grntng A. Brunsting's Mtn fr Appraisal.pdf	1	☐

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01/28/2019	No Fee - Other	Defendant Co-Trustee Anita Brunsting s Motion to Obtain an Appraisal(s)	2019-01-28 A. Brunsting's Mtn fr Appraisal.pdf	3	☐
01/25/2019	Motion Pertaining to Lawsuits Only (Dep.)		2019-01-25 Proposed Order to Make More Definite and Certain.pdf	4	☐
			2019-01-25 Motion for Order to Make More Definite and Certain.pdf	7	☐
01/24/2019	Order to Compel (Dep.)	Deposition of Non-Party Witness Candace Kunz-Freed	Order to Compel (Dep.)	1	☐
01/23/2019	Response	Amy Brunsting's Reply to Kunz-Freed's Response to Anita Brunsting's Motion to Compel	Brunsting's Response to Motion to Compel.pdf	5	☐
01/22/2019	Answer	Non-Party Witness Candace Kunz-Freed's Response tom Anita Brunsting's Motion to Compel	Brunsting - PO re Mtn to Compel.pdf	1	☐
			Brunsting-Freed's Rsps Brunsting's Mtn Compel.pdf	3	☐
01/16/2019	Response	Anita Brunsting s Response to Candace Kunz-Freed s Motions to Quash and for Protection	2019-01-16 A. Brunsting's Resp to Mtn to Quash.pdf	4	☐
12/28/2018	Notice of Hearing	January 24, 2019 at 10:00 am	2018-12-28 Ntc of Hrg re Mtn to Compel & Quash.pdf	2	☐
12/26/2018	Subpoena Duces Tecum Return	Subpoena Returned Served	Subpoena Duces Tecum Return	4	☐
12/20/2018	Subpoena Returned	SUBPOENA AND AFFIDAVIT OF SERVICE	SUBPOENA AND AFFIDAVIT OF SERVICE	4	☐

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12/18/2018	No Fee - Other	Anita Brunsting's Motion to Compel the Deposition of Candace Kunz-Freed	2018-12-18 A. Brunsting's Mtn to Cmpl.pdf	3	☐
12/18/2018	Application to Compel (Indep.)	Anita Brunsting's Motion to Compel the Deposition of Candace Kunz-Freed	2018-12-18 A. Brunsting's Mtn to Cmpl.pdf	3	☐
12/11/2018	Subpoena Returned	Subpoena to Appear for Oral &/or Video Deposition to Candace Kunz-Freed on 12/05/2018 at 3:30 pm	Subpoena Returned	4	☐
11/30/2018	Application to Quash	Non-Party Witness Candace Kunz-Freed's Motion to Quash and Motion for Protection	Freed's Mtn to Quash and Mtn Protect Order.pdf	9	☐
			PO re Mtn to Quash.pdf	2	☐
11/27/2018	Misc. Notice	Defendant Anita Brunsting's Notice of the Oral &/or Video Deposition of Candace Kunz-Freed	2018-11-27 Depo Ntc - C. Kunz-Freed.pdf	2	☐
10/19/2018	Application to Dismiss	Plea to the Jurisdiction and Motion to Dismiss	2018-10-19 Plea to the Jurisdiction_Final.pdf	8	☐
09/05/2018	Order for Continuance	Ordered motion is granted.	Order for Continuance	1	☐
09/04/2018	Answer	Response to Candace Louise Curtis' Plea in Abatement	Proposed order denying Plea in Abatement.pdf	2	☐
			Exhibit 4.pdf	29	☐
			Response to Plea in Abatement.pdf	5	☐
			Exhibit 1.pdf	13	☐
			Exhibit 2.pdf	6	☐
			Exhibit 3.pdf	3	☐

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09/04/2018	Objection	Objection to Attachment of Exhibit A to Defendants' Joint Response to Plaintiff's Motion for Partial Summary Judgment	Proposed order sustaining objection to SJ evidence.pdf	2	☐
			Objection to Response to Motion for Partial Summary Judgment.pdf	3	☐
09/04/2018	Answer	Response to Defendants' Joint Motion for Continuance Regarding Carl Brunsting's Motion for Partial Summary Judgment	Proposed order denying Continuance.pdf	2	☐
			Response to Motion for Continuance.pdf	4	☐
09/04/2018	Addendum of Misc. Types	Addendum to Plea in Abatement	Exhibit 1_2015-03-09 Case 412249-401 PBT-2015-76288 Agreed Order to Consolidate cases.pdf	5	☐
			2018-09-04 Addendum to Plea in Abatement.pdf	10	☐
08/30/2018	Proposed Order	Order Denying Plaintiff's Motion for Partial Summary Judgment	Order - Denial of MSJ.pdf	1	☐
08/29/2018	Response	Defendants' Joint Response to Plaintiff's Motion for Partial Summary Judgment	Exh A - Temp Admin Rpt.pdf	11	☐
			2018-08-29 Resp to C. Brunsting's Partial MSJ.pdf	9	☐
08/28/2018	Notice of Hearing	Notice of Hearing on Defendants' Joint Motion for Continuance Regarding Carl Brunsting s Motion for Partial Summary Judgment	2018-08-28 Ds' Ntc of Hearingrng re Mtn fr Cntnunc.pdf	2	☐

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08/28/2018	Proposed Order	Granting Continuance on Carl Brunsting's Motion for Partial Summary Judgment	Order - Granting Continuance.pdf	1	☐
08/28/2018	Motion for Summary Judgment	Defendants' Joint Motion for Continuance Regarding Carl Brunsting's Motion for Partial Summary Judgment	2018-08-27 Affdvt of S. Mendel.pdf	1	☐
			2018-08-28 Ds' Jnt Mtn fr Cntunce re Ptl-MSJ.pdf	4	☐
08/17/2018	Plea in Abatement	CARL BRUNSTING VS ANITA BRUNSTING ET AL	Plea in Abatement.pdf	9	☐
			Exhibit 3.pdf	21	☐
			Exhibit 1.pdf	20	☐
			Exhibit 2.pdf	54	☐
07/31/2018	Notice of Hearing		Notice of Hearing-Motion for Partial Summary Judgment.pdf	2	☐
10/12/2016	Certificate		Certificate	4	☐
10/12/2016	Application to Dismiss		Application to Dismiss	11	☐
04/07/2016	Legacy Event	ORDERED DARLENE PAYNE SMITH AND THE LAW FIRM OF CRAIN, CATON & JAMES ARE PERMITTED TO WITHDRAW AS COUNSEL OF RECORD; SIGNED 03/11/2016 Film code number PBT-2016-112549	Legacy Event	2	☐

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03/14/2016	Legacy Event	ORDERED DARLNE PAYNE SMITH AND THE LAW FIRM OF CRAIN, CATON & JAMES ARE PERMITTED TO WITHDRAW AS COUNSEL OF RECORD; SIGNED 03/11/2016 Film code number PBT-2016-83225	Legacy Event	5	☐
03/14/2016	Letter	CAROLE BRUNSTING Film code number PBT-2016-83130	Letter	2	☐
03/09/2016	RECEIPT				☐
03/08/2016	Electronic Filing Fee				☐
03/08/2016	Misc. Notice	DEFENDANT ANITA KAY BRUNSTING NOTICE OF DESIGNATION OF ATTORNEY IN CHARGE Film code number PBT-2016-77711	Misc. Notice	2	☐
03/07/2016	RECEIPT				☐
03/07/2016	Electronic Filing Fee				☐
03/07/2016	Legacy Event		Legacy Event	5	☐
01/26/2016	RECEIPT				☐
01/25/2016	Instrument Over 25 Pages				☐
01/25/2016	Electronic Filing Fee				☐
01/25/2016	Application for Summary Judgment	CANDACE LOUISE CURTIS VERIFIED MOTION FOR ARTIAL SUMMARY JUDGMENT WITH CONCURRENT PETITIONS FOR DECLARATORY JUDGMENT Film code number PBT-2016-26242	Application for Summary Judgement	703	☐

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10/01/2015	Order for Continuance	Agreed; on 06-30-2016			
08/13/2015	Folder Created				☐
08/13/2015	Folder Created				☐
08/10/2015	RECEIPT				☐
08/10/2015	Electronic Filing Fee				☐
08/10/2015	Instrument Over 25 Pages				☐
08/10/2015	Response	RESPONSE TO DEFENDANT RESPONSE TO CARL HENTRY BRYNSTING MOTION FOR PROTECTIVE ORDER Film code number PBT-2015-258999	Responses	49	☐
08/03/2015	RECEIPT				☐
08/03/2015	Electronic Filing Fee				☐
08/03/2015	Amended	THIRD SUPPLEMENT TO PLAINTIFF FIRST AMENDED PETITION AND REQUEST FOR INJUNCTIVE RELIEF Film code number PBT-2015-250703	Amended	6	☐
08/03/2015	RECEIPT				☐
07/31/2015	Electronic Filing Fee				☐
07/31/2015	Response	DEFENDANTS' RESPONSE TO CARL HENRY BRUNSTING'S MOTION FOR PROTECTIVE ORDER Film code number PBT-2015-250083	Responses	6	☐
07/24/2015	RECEIPT				☐

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07/23/2015	Notice of Hearing	HEARING- 08-03-15 @ 11:00 AM Film code number PBT-2015-240340	Notice of Hearing	2	☐
07/23/2015	Electronic Filing Fee				☐
07/21/2015	RECEIPT				☐
07/20/2015	Conform Copies	CONF COPY			☐
07/20/2015	Electronic Filing Fee				☐
07/20/2015	Instrument Over 25 Pages				☐
07/20/2015	Motion For Protective Order	CARL HENRY BRUNSTING MOTION FOR PROTECTIVE ORDER CARL HENRY BRUNSTING MOTION FOR PROTECTIVE ORDER NO SERVICE REQUESTED Film code number PBT-2015-235874	Motion For Protective Order	51	☐
07/20/2015	RECEIPT				☐
07/20/2015	Attorney Assigned				☐
07/17/2015	Electronic Filing Fee				☐
07/17/2015	Instrument Over 25 Pages				☐

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07/17/2015	Response	NON-PARTY'S CANDACE L KUNZ-FREED AND VACEK & FREED, PLLC F/K/A THE VACEK LAW FIRM, PLLC'S RESPONSE TO CARL HENRY BRUNSTING'S MOTION TO TRANSFER RELATED DISTRICT COURT CASE TO PROBATE COURT 4 Film code number PBT-2015-234080	Responses	96	☐
07/15/2015	Legacy Event				☐
07/15/2015	RECEIPT				☐
07/14/2015	Electronic Filing Fee				☐
07/14/2015	Notice of Hearing	ON 7/21/2015 AT 2:00 PM Film code number PBT-2015-228889	Notice of Hearing	3	☐
07/14/2015	Application to Transfer Docket (Indep.)	RELATED DISTRICT COURT CASE TO PROBATE COURT 4 Film code number PBT-2015-228888	Application to Transfer Docket (Indep.)	6	☐
07/14/2015	RECEIPT				☐
07/14/2015	RECEIPT				☐
07/13/2015	Electronic Filing Fee				☐
07/13/2015	Instrument Over 25 Pages				☐

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07/13/2015	Response	PLAINTIFF CURTIS RESPONE TO DEFENDANTS NO EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT AND MOTION AND DEMAND TO PRODUCE EVIDENCE Film code number PBT-2015-227757	Responses	47	☐
07/13/2015	Electronic Filing Fee				☐
07/13/2015	Notice of Hearing	AUGUST 3, 2015 AT 11:00 AM Film code number PBT-2015-227302	Notice of Hearing	2	☐
07/13/2015	RECEIPT				☐
07/13/2015	Electronic Filing Fee				☐
07/13/2015	Notice of Hearing	AUGUST 3, 2015 AT 11:00 AM Film code number PBT-2015-226432	Notice of Hearing	2	☐
07/13/2015	Legacy Event				☐
07/13/2015	RECEIPT				☐
07/10/2015	Electronic Filing Fee				☐
07/10/2015	Amended	SECOND SUPPLEMENT TO PLAINTIFF FIRST AMENDED PETITION Film code number PBT-2015-225377	Amended	3	☐
07/10/2015	RECEIPT				☐
07/09/2015	Electronic Filing Fee				☐
07/09/2015	Instrument Over 25 Pages				☐

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07/09/2015	Application for Summary Judgment	CARL HENRY BRUNSTING MOTION FOR PARTIAL SUMMARY JUDGMENT Film code number PBT-2015-225037	Application for Summary Judgement	260	☐
07/08/2015	RECEIPT				☐
07/07/2015	Electronic Filing Fee				☐
07/07/2015	Notice of Intention to Take Written Deposition	NO POST REQUESTED Film code number PBT-2015-220731	Notice of Intention to Take Written Deposition	5	☐
07/02/2015	Miscellaneous Order	ORDER DENYING LAW-MOTION-TO-SHOW-AUTHORITY-TRCP-12; THIS INSTRUMENT RETURNED UNSIGNED BY JUDGES OFFICE Film code number PBT-2015-216035	Miscellaneous Order	17	☐
07/02/2015	RECEIPT				☐
07/01/2015	Electronic Filing Fee				☐
07/01/2015	No Fee - Other	AMY RUTH BRUNSTING DESIGNATION OF EXPERTS Film code number PBT-2015-214532	No Fee - Other	4	☐
07/01/2015	RECEIPT				☐
07/01/2015	RECEIPT				☐
07/01/2015	Electronic Filing Fee				☐

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07/01/2015	Amended	CARL HENRY BRUNSTING FIRST AMENDED EXPERT WITNESS DESIGNATION AND FURTHER SUPPLEMENT TO CAROL RESPONSES TO ALL REQUESTS FOR DISCLOSURES Film code number PBT-2015-213764	Amended	3	☐
07/01/2015	Electronic Filing Fee				☐
07/01/2015	No Fee - Other	ANITA KAY BRUNSTING EXPERT DESIGNATION Film code number PBT-2015-213684	No Fee - Other	6	☐
06/26/2015	RECEIPT				☐
06/26/2015	Electronic Filing Fee				☐
06/26/2015	Application for Summary Judgment	ANITA AND AMY BRUNSTING'S JOINT NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT Film code number PBT-2015-208305	Application for Summary Judgement	9	☐
06/19/2015	RECEIPT				☐
06/18/2015	Judge Signature Fee				☐
06/18/2015	Electronic Filing Fee				☐
06/18/2015	Rule 11 Agreement	STIPULATION AND RULE 11 AGREEMENT CONCERNING MOTION TO SHOW AUTHORITY Film code number PBT-2015-198889	Rule 11 Agreement	17	☐
04/10/2015	RECEIPT				☐

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04/10/2015	Application of Miscellaneous kind	LAW MOTION TO SHOW AUTHORITY TRCP 12 MOTION TO DISMISS FOR WANT OF JURISDICTION Film code number PBT-2015-117405	Application of Miscellaneous kind	7	☐
03/31/2015	Order to Compel (Dep.)	THIS INSTRUMENT RETURNED UNSIGNED BY JUDGES OFFICE Film code number PBT-2015-105354	Order to Compel (Dep.)	43	☐
03/25/2015	RECEIPT				☐
03/24/2015	Electronic Filing Fee				☐
03/24/2015	Instrument Over 25 Pages				☐
03/24/2015	Response	RESPONSE TO ANITA BRUNSTING'S MOTION TO COMPEL CARL BRUNSTING TO RESPOND TO DISCLOSURES Film code number PBT-2015-97461	Responses	43	☐
03/24/2015	RECEIPT				☐
03/23/2015	Electronic Filing Fee				☐
03/23/2015	Objection	OBJECTION TO AMY RUTH BRUNSTING'S APPLICATION TO BE NAMED SUCCESSOR EXECUTOR Film code number PBT-2015-95444	Objection	4	☐
03/23/2015	Order to Compel (Dep.)	CARL AND CANDACE TO REPOND TO DISCLOSURES; SIGNED 3/23/15 Film code number PBT-2015-95392	Order to Compel (Dep.)	2	☐
03/23/2015	RECEIPT				☐

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03/20/2015	Electronic Filing Fee				☐
03/20/2015	Amended	FIRST SUPPLEMENT TO PLAINTIFF'S FIRST AMENDED PETITION Film code number PBT-2015-94015	Amended	4	☐
03/16/2015	Order to Consolidate	ordered that all pleadings filed under or assigned to Cuase Number 412249-402 be moved into Cuase Number 412249-401 per order signed March 16, 2015.	Order to Consolidate	4	☐
03/11/2015	RECEIPT				☐
03/11/2015	Electronic Filing Fee				☐
03/11/2015	Application to Compel (Indep.)	CARL & CANDACE TO RESPOND TO DISCLOSURES Film code number PBT-2015-81853	Application to Compel (Indep.)	31	☐
03/10/2015	RECEIPT				☐
03/10/2015	Electronic Filing Fee				☐
03/10/2015	Objection	OBJECTION TO CANDACE CURTIS' APPLICATION FOR APPOINTMENT AS PERSONAL REPRESENTATIVE Film code number PBT-2015-79533	Objection	16	☐
03/06/2015	RECEIPT				☐
03/05/2015	Conform Copies				☐
03/05/2015	Electronic Filing Fee				☐
03/05/2015	Order to Consolidate	ORDER NOT ENTERED Film code number PBT-2015-76288	Order to Consolidate	4	☐

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02/20/2015	Agreed Order	AGREED DOCKET CONTROL ORDER; SIGNED 2/19/15 Film code number PBT-2015-59154	Agreed Order	2	☐
02/19/2015	Miscellaneous Order	ORDER DENYING PLANTIFF'S APPLICATION FOR PARTIAL DISTRIBUTION; SIGNED 2/18/15 Film code number PBT-2015-58239	Miscellaneous Order	2	☐
02/18/2015	RECEIPT				☐
02/17/2015	Electronic Filing Fee				☐
02/17/2015	Misc. Notice	NOTICE OF SUBSTITUTION OF PARTY Film code number PBT-2015-56642	Misc. Notice	2	☐
02/13/2015	RECEIPT				☐
02/12/2015	Electronic Filing Fee				☐
02/12/2015	Certificate	OF WRITTEN DISCOVERY Film code number PBT-2015-49926	Certificate	2	☐
02/11/2015	Subpoena Returned		Subpoena Returned	1	☐
12/09/2014	Miscellaneous Order	ORDER DENYING CANDACE CURTIS' MOTION FOR DISTRIBUTION OF TRUST FUNDS AND CARL BRUNSTING'S MOTION FOR DISTRIBUTION OF TRUST FUNDS; SIGNED 12/9/14 Film code number PBT-2014-396930	Miscellaneous Order	1	☐

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12/09/2014	Objection	TO CARL BRUNSTING'S MOTION FOR DISTRIBUTION OF TRUST FUNDS Film code number PBT-2014-396928	Objection	7	☐
12/09/2014	RECEIPT				☐
12/09/2014	Electronic Filing Fee				☐
12/09/2014	Objection	OBJECTION TO CARL BRUNSTING'S MOTION FOR DISTRIBUTION OF TRUST FUNDS Film code number PBT-2014-396326	Objection	7	☐
12/09/2014	RECEIPT				☐
12/08/2014	Electronic Filing Fee				☐
12/08/2014	Response	AMY RUTH BRUNSTING'S REPONSE TO CARL HENRY BRUNSTING'S MOTION TO REMOVE TRUSTEE Film code number PBT-2014-395809	Responses	4	☐
12/08/2014	Electronic Filing Fee				☐
12/08/2014	Misc. Notice	OF APPEARANCE AND DESIGNATION OF LEAD COUNSEL FOR AMY RUTH BRUNSTING Film code number PBT-2014-395795	Misc. Notice	3	☐
12/08/2014	RECEIPT				☐
12/05/2014	Electronic Filing Fee				☐

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12/05/2014	Response	TO CARL'S MOTION TO REMOVE TRUSTEES Film code number PBT-2014-393812	Responses	3	☐
12/05/2014	Electronic Filing Fee				☐
12/05/2014	Instrument Over 25 Pages				☐
12/05/2014	Response	TO CANDACE'S MOTION FOR DISTRIBUTION OF TRUST FUNDS & RESPONSE TO CARL'S MOTION FOR DISTRIBUTION OF TRUST FUNDS Film code number PBT-2014-393808	Responses	156	☐
12/02/2014	RECEIPT				☐
12/02/2014	RECEIPT				☐
12/02/2014	Attorney Assigned				☐
12/01/2014	Electronic Filing Fee				☐
12/01/2014	Witness List	PLAINTIFFS DESIGNATION OF EXPERT WITNESS Film code number PBT-2014-387901	Witness List	9	☐
12/01/2014	Electronic Filing Fee				☐
12/01/2014	Declination to Serve	CARL HENRY BRUNSTING'S EXPERT WITNESS DESIGNATION Film code number PBT-2014-387708	Declination to Serve	10	☐
12/01/2014	RECEIPT				☐
12/01/2014	Electronic Filing Fee				☐

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12/01/2014	Designation	OF EXPERT WITNESSES Film code number PBT-2014-385649	Designation	15 ☐
11/18/2014	RECEIPT			☐

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COUNTY COURT OF HARRIS COUNTY, TEXAS

TAB 25

RM

NO. 412.249-401

PROBATE COURT 4

04102013: 0818: P0048

ESTATE OF NELVA E. BRUNSTING, DECEASED	§ § § § §	IN PROBATE COURT NUMBER FOUR (4) OF HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting vs. ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§ §	IN PROBATE COURT NUMBER FOUR (4) OF HARRIS COUNTY, TEXAS

1 pers. in 4/9/13

PETITION FOR DECLARATORY JUDGMENT, FOR AN ACCOUNTING, FOR DAMAGES, FOR IMPOSITION OF A CONSTRUCTIVE TRUST, AND FOR INJUNCTIVE RELIEF, TOGETHER WITH REQUEST FOR DISCLOSURES

ORIGINAL APR 10 2013

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, CARL HENRY BRUNSTING, individually and as Independent Executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting, filing his Petition for Declaratory Judgment, for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, together with Request for Disclosures, and in support thereof would show the Court as follows:

I.

Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

II.

Parties

2. Plaintiff is the duly appointed personal representative of the estates of both his father, Elmer H. Brunsting ("Elmer"),[1] and his mother, Nelva E. Brunsting ("Nelva").[2] These estates are collectively referred to herein as the "Estates." In his individual capacity, Plaintiff is referred to herein as "Carl." Carl was previously a successor trustee of the Brunsting Family Living Trust created on October 10, 1996 and restated on January 12, 2005 (the "Family Trust"). Carl is a beneficiary of the Family Trust and the other trusts created by its terms. Elmer was a trustee and a beneficiary of the Family Trust, and Nelva was also a trustee and beneficiary of the Family Trust and its successor trusts. The successor trusts of the Family Trust resulted pursuant to the terms of the

[1]Elmer died on April 1, 2009. Plaintiff qualified as Independent Executor of his estate on August 28, 2012.

[2]Nelva died on November 11, 2011. Plaintiff qualified as Independent Executor of her estate on August 28, 2012.

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Family Trust upon Elmer's death. Those successor trusts are the Elmer H. Brunsting Decedent's Trust ("Elmer's Decedent's Trust") and the Nelva E. Brunsting Survivor's Trust ("Nelva's Survivor's Trust"). Those are sometimes collectively referred to herein as the "Successor Trusts." Carl is also the beneficiary, but not the trustee, of the Carl Henry Brunsting Personal Asset Trust ("Carl's Trust") which was created pursuant to the terms of the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment signed on 8/25/10 (the "8/25/10 QBD"). As will be further discussed herein, Plaintiff believes the 8/25/10 QBD was the result of undue influence, was done when Nelva lacked capacity and/or was created by deception so that Nelva did not understand or consent to the document. In fact, it is far from clear what documents Nelva even signed or knew existed.

3. Defendant Anita Kay Brunsting f/k/a/ Anita Kay Riley is Carl's sister. It is believed that Anita's counsel will accept service, but, if not, Anita can be served with process at her home at 203 Bloomingdale Circle, Victoria, Victoria County, Texas 77904. In her individual capacity and when acting pursuant to the power of attorney purportedly executed by Nelva on August 25, 2010 ("8/25/10 POA"), this Defendant will be referred to herein as "Anita." Anita was named as a successor trustee under the terms of the tainted 8/25/10 QBD. Pursuant to the terms of that document, upon Nelva's death, Anita was to become co-trustee of the Family Trust and the Successor Trusts. On December 21, 2010, however, Nelva purportedly signed a resignation of her position as trustee and appointed Anita to be her successor even before her death. From that point until her mother's death on November 11, 2011, Anita acted as the sole trustee of the Family Trust and the Successor Trusts. As will be discussed herein, Plaintiff believes Anita convinced Nelva to resign from her trustee position and to appoint Anita as her replacement through improper means and for improper purposes. The terms of the tainted 8/25/10 QBD made Anita co-trustee of Carl's Trust.

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Anita is also beneficiary and trustee of the Anita Kay Brunsting Personal Asset Trust ("Anita's Trust").

4. Defendant Amy Ruth Brunsting f/k/a/ Amy Ruth Tschirhart ("Amy") is Carl's sister. It is believed that Amy's counsel will accept service, but, if not, Amy can be served with process at her home at 2582 Country Ledge, New Braunfels, Comal County, Texas 78132. Pursuant to the terms of the tainted 8/25/10 QBD, Amy became a co-trustee of the Family Trust and the Successor Trusts upon Nelva's death. Anita and Amy in their capacity as trustees of the Family Trusts and the Successor Trusts are sometimes collectively referred to herein as the "Current Trustees". Amy is also the beneficiary and the trustee of the Amy Ruth Brunsting Personal Asset Trust ("Amy's Trust"). The terms of the tainted 8/25/10 QBD also made Amy co-trustee of Carl's Trust.

5. Defendant Carole Ann Brunsting ("Carole") is Carl's sister. Carole may be served with process either at her home at 5822 Jason St., Houston, Harris County, Texas 77074 or at her place of employment at Cameron's offices at 1333 West Loop South, Suite 1700, Houston, Texas 77027. Carole was named in Nelva's health care power of attorney and was made a joint signatory on Nelva's bank account when Anita took over as trustee. Carole is also the beneficiary and trustee of the Carole Ann Brunsting Personal Asset Trust ("Carole's Trust").

6. Candace Louise Curtis ("Candy") is Carl's sister. Candy is named in this action only because these claims impact her rights as a beneficiary of various trusts. Plaintiff does not seek to recover any damages from Candy, and it is anticipated that Candy will waive service of process. Candy and Carl were the only Brunsting siblings whose right to be trustees of their own trusts after Nelva died were extinguished by the changes implemented in the tainted 8/25/10 QBD. Candy is the beneficiary of the Candace Louise Curtis Personal Asset Trust ("Candy's Trust") of which Anita and Amy are the co-trustees.

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III.

Jurisdiction

7. Plaintiff brings this cause of action pursuant to Chapters 37 of the Texas Civil Practice and Remedies Code and Chapter 115 of the Texas Property Code. More specifically, Plaintiff brings this proceeding to:

(a) establish, construe the terms of, and determine the rights and liabilities of the parties under the Family Trust, the Successor Trusts, and the trusts purportedly created pursuant to the terms of the tainted 8/25/10 QBD;

(b) require an accounting of all the trusts and other transactions resulting from Anita, Amy, and Carole's exercise of control over Elmer and Nelva's remaining assets, however held;

(c) determine damages resulting from Anita, Amy, and Carole's wrongful acts, including, but not limited to, numerous breaches of fiduciary duties;

(d) impose a constructive trust over assets wrongfully transferred, as well as anything of value obtained through the use of assets wrongfully transferred;

(e) obtain injunctive relief to preserve Elmer and Nelva's assets, however held, until the records concerning the transfers of assets can be examined and appropriate remedies can be sought so that the improper transfers can be reversed and the assets can be properly allocated and distributed.

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IV.

Venue

8. Venue in this cause is in Harris County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code §15.002(a)(1) because all, or substantially all, of the acts giving rise to Plaintiff's claims occurred in Harris County, Texas.

V.

Background Facts

9. On October 10, 1996, Elmer and Nelva established the Family Trust. The Family Trust was restated on January 12, 2005. The Family Trust was initially revocable, but only until the death of either Elmer or Nelva. Thus, when Elmer died on April 1, 2009, the Family Trust became irrevocable. At that point, the Family Trust's assets were to be divided between Elmer's Decedent's Trust and Nelva's Survivor's Trust pursuant to Article VII of the Family Trust.

10. At some point, Anita and Amy implemented a plan to take over their parents' remaining assets and divide the spoils. That plan was made feasible when Carl became seriously ill with encephalitis in July, 2010. Carl had been an obstacle to Anita and Amy's plans, so they seized the opportunity to become even more aggressive in controlling their mother's actions. Carole's initial resistence to Anita and Amy's scheme was apparently eliminated through transfers of assets to which she was not entitled.

11. Anita and Amy carried out their plan of replacing their mother's wishes with their own with the help of Nelva's own legal counsel. The result was the tainted 8/25/10 QBD. Through bullying and deception, that document was executed without regard to Nelva's capacity and notwithstanding Nelva's apparent lack of understanding, knowledge, or consent to what was occurring. The 8/25/10 QBD removed Carl from his successor trustee roles. At that time all prior

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powers of attorney were revoked and replaced with one giving Anita control of her mother's affairs. During the same period, Nelva's safe deposit box to which Carl had access was closed and a new one opened giving Anita access instead. Anita and Amy apparently determined which documents would be prepared, regardless of whether Nelva agreed with or even knew what they were doing. The only document which Anita and Amy wanted but seem to have been unsuccessful in implementing was a document intended to exclude Carl's daughter and granddaughter from inheriting through Nelva.

12. Perhaps because it became too difficult to even pretend to be obtaining Nelva's signature on documents needed to take all the steps Defendants wanted to take, or because Anita, Amy, and Carole did not want to wait for Nelva's death to begin using her assets for their own purposes, other steps were taken to obtain complete control of Nelva's assets, however held. Anita and Amy's continued efforts resulted in Nelva's purported resignation as trustee and purported appointment of Anita as substitute trustee of the Family Trust and the Successor Trusts on December 21, 2010. Thereafter, Anita used her position as trustee to repeatedly transfer assets for her own benefit and that of her children, for Amy's benefit and the benefit of Amy's children, and for Carole's benefit. Anita disregarded the terms of the Family Trust as she saw fit. For example, Anita began paying herself an exorbitant trustee's fee. Anita also began paying her own credit card bills, as well as other personal expenses, such as payments for her children's automobiles and educational expenses, from the Family Trust and Successor Trusts' accounts.

13. On December 31, 2010, an account was established, allegedly for Nelva's benefit to be used on day to day expenses but on which Carole was a signatory. Over the next year, more than $150,000 was transferred from trust accounts by Anita and spent by Carole on what appears to be predominantly items for Carole's own benefit. At the same time, Anita was draining the other

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accounts owned by Elmer's estate, Nelva, or the Successor Trusts, at least in part for her own purposes and/or other improper purposes.

14. On March 24, 2011, Anita divided the more than 4,000 shares of Exxon Mobile stock purportedly owned by the Family Trust between Elmer's Decedent's Trust and Nelva's Survivor's Trust. Then on May 9, 2011, Anita transferred 1,120 shares of that stock from Nelva's Survivor's Trust to Amy. On June 13, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to herself, and on June 15, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to Candy. An finally, on June 15, 2011, Anita transferred 1,325 shares from Elmer's Decedent's Trust to Carole. No shares were transferred to Carl, despite Anita's knowledge of Carl's serious health crisis and large medical expenses. In fact, Carl's family was not even informed of the transfers of stock and did not learn about them until after Nelva's death.

15. On June 14, 2011, Anita also transferred 135 shares of Chevron stock purportedly owned by Nelva's Survivor's Trust to each of her two children and to each of Amy's two children. No similar gift was made to either Carl's daughter or granddaughter or to Candy's two sons. Moreover, Carl's entire family was excluded from conversations addressing the status of the Brunsting estate, changes in the trusts, and Nelva's removal from involvement with and control over the trusts. Instead of assisting with Carl's medical bills, it is believed that trust assets were used to hire investigators to follow Carl's wife of 30 years and that a GPS tracking device was even placed on Carl's wife's car without her consent, at the apparent direction of Anita and Amy.

16. On Nelva's death on November 11, 2011, Amy joined Anita as co-trustee of the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Assets were to be divided equally into separate trusts for each of the Brunsting children upon Nelva's death. Until the tainted 8/25/10 QBD, each of the Brunsting children would have been trustee of their own trusts, but in the

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tainted 8/25/10 QBD, both Carl and Candy were removed as trustees of their own trusts. Instead, Anita and Amy were named co-trustees of both Carl's Trust and Candy's Trust.

17. Of course, by the time of Nelva's death, the remaining assets had already been plundered. Indeed, two days before Nelva died, Anita even closed the safe deposit box used by Nelva and no inventory of its contents have ever been provided although it had been where valuable items and documents had been kept. A number of valuable items remain unaccounted for after Nelva's death, such as a significant amount of savings bonds which it is believed either Anita, Amy, or Carole have not admitted they discovered and kept. Likewise, no effort was made to value, preserve, inventory, and properly divide personal property.

18. Of course, many things have not been accounted for or properly shared with Plaintiff. Plaintiff has not, for example, been provided with a copy of the lease of the most valuable asset his parents owned, a multimiliion dollar farm in Iowa. To the extent information has been provided because Plaintiff has sought it and even filed a pre-suit discovery action to obtain it, that information has made it clear the plundering started long ago and only court intervention or complete dissipation of the assets will stop it. Apparently the Current Trustees believe the division of assets should be made based on the terms of the tainted 8/25/10 QBD, and without taking into consideration what Anita, Amy & Carole have already taken.

V.

Construction of Trust and Suit for Declaratory Judgment

19. The 8/25/10 QBD contains a broad *in terrorem* clause providing that a party forfeits their interest in the resulting trust if contesting its provisions. Plaintiff asserts that the *in terrorem* clause is overly broad and void as against public policy because it prohibits the trust beneficiaries

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from questioning any of the circumstances surrounding the Current Trustees' improper actions in this case, thereby preventing them from protecting their interests.

20. In addition, Plaintiff seeks declaratory relief construing the validity, terms, responsibilities, and obligations of the various documents signed or purportedly signed by Elmer and Nelva. In other words, Plaintiff also asks this Court to determine Plaintiff's rights and Defendants' responsibilities.

21. If the Court fails to find that the *in terrorem* clause is void as against public policy to the extent it prohibits beneficiaries from questioning the actions resulting in the QBDs and the actions supposedly taken under its terms, Plaintiff asks, in the alternative, that the Court construe the documents at issue herein and declare that Plaintiff's actions in filing and pursuing this action do not violate the *in terrorem* clause.

22. Plaintiff, in fact, seeks to determine and enforce his partents' intent and to further the purposes of that intent. In doing so, Plaintiff was required to bring this action requesting declaratory relief and an accounting. Such actions would not constitute a contest even if the provision were not void because it is against public policy.

23. Plaintiff further asserts that he had just cause to bring this lawsuit and that he has brought the action in good faith. Therefore, no forfeiture should result from the action.

VI.

Demand for Trust Accounting

24. Defendants have provided insufficient, conflicting, and unsupported information to Plaintiff accounting for the assets and transactions concerning the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust.

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25. The Texas Trust Code and the trust indentures require the Current Trustees to keep complete and accurate books of account with regard to the trusts, trust property and all transactions pertaining thereto and to provide the appropriate information to the beneficiaries, but they have failed to do so. Plaintiff, therefore, requests that this Court order Defendants to account for the administration of all the trusts.

VII.

Breach of Fiduciary Duties

26. Defendants have breached their duties as fiduciaries, both because of their formal positions as trustees of the various trusts, as agents for Nelva, and/or because of their family relationship to their parents and their brother. Carole also had fiduciary duties to Plaintiff, particularly after becoming a signatory on Nelva's account. Not only is the family relationship one involving a high degree of trust, influence, and confidence, but in this particular case, the fiduciary obligations were magnified because of the dominance on the part of the fiduciaries and the weakness and dependence on the part of the parties to whom Defendants owed fiduciary duties. They have breached their responsibilities by, among other things, transferring valuable property without receiving appropriate consideration and taking assets for their own benefit and use and in violation of their duties and the trust instruments themselves. Breaches of fiduciary duty by Defendants include, but are not limited to, the following:

a. failing to keep and provide clear, regular, accurate, and complete accountings of assets;

b. resisting accountings of property and transactions;

c. failing to abide by the terms of the various trust instruments;

d. failing to preserve property and to prevent losses of property;

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e. conveying property in ways which were detrimental and in violation of their obligations;

f. entering into transactions which were not in the best interests of persons and trusts to whom they owed fiduciary obligations;

g. becoming involved in matters in which Anita, Amy, and Carole represented interests which conflicted with those of their parents, Carl, and the trusts and their beneficiaries, including Nelva;

h. failing to be loyal to their family members and the trust beneficiaries and to take actions based upon the best interests of Nelva, Carl, and the trusts;

i. failing to deal impartially, fairly, and equally with Nelva, Carl, and the trusts;

j. failing to prevent transfers, gifts, or removal of assets;

k. failing to make appropriate and equal distributions;

l. failing to adequately inform the beneficiaries about assets and transactions and beneficiaries' rights;

m. misrepresenting or allowing misrepresentations concerning assets and transactions and beneficiaries' rights;

n. failing to prevent transactions which were detrimental to their family members and the trusts;

o. allowing the payment of inappropriate amounts from assets they purportedly held as fiduciaries; and

p. failing to follow and otherwise enforce the terms of the trust instruments.

27. In connection with actions by Defendants with regard to transactions involving self-dealing, Defendants, acting in a fiduciary capacity have the burden of establishing the propriety of

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those transactions. Defendants must prove those transactions were fair and equitable to Plaintiff, and the transactions at issue in this case clearly were not.

28. As a result of Defendants' various actions described herein, Plaintiff has been damaged in an amount in excess of the minium jurisdictional limits of this Court.

29. Because Defendants' actions were committed willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants in a sum that exceeds the minimum jurisdictional limits of this Court.

VIII.

Conversion

30. Defendants' actions constitute conversion of property to which Plaintiff had a superior right, and as a result of such conversion, Plaintiff has been damaged in an amount in excess of the minimum jurisdictional limits of this Court.

31. Because Defendants' conversion was committed willfully and maliciously, Plaintiff requests that exemplary damages be awarded against Defendants in a sum that exceeds the minimum jurisdictional limits of this Court.

IX.

Negligence

32. Defendants had a duty to Plaintiff to use reasonable care to protect his interests in the capacities specified herein. Defendants failed to exercise such reasonable care, in that they allowed assets rightfully belonging to Elmer's estate, Nelva, and the various trusts of which Plaintiff was a beneficiary to be wrongfully removed, thereby improperly taking them or preventing their distribution to Plaintiff. As a result of Defendants' negligence, Plaintiff has been damaged in amounts in excess of the minimum jurisdictional limits of this Court.

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Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|9740252

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

33. Defendants' actions constituted gross negligence in that Defendants had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to Plaintiff's rights. Accordingly, Plaintiff requests that exemplary damages be awarded against Defendants in a sum that exceeds the minimum jurisdictional limits of this Court.

X.

Tortious Interference with Inheritance

34. Defendants' actions constitute tortious interference with Carl's inheritance rights.

35. As a direct and proximate result of Defendants' tortious interference with Carl's inheritance rights, Carl has been damaged in an amount in excess of the minimum jurisdictional limits of this Court.

36. Defendants' various actions were committed willfully, maliciously, and with the intent to conceal the true nature of the estate and the trusts to Carl's detriment. Accordingly, Carl requests that exemplary damages be awarded against Defendants in a sum that exceeds the minimum jurisdictional limits of this Court.

XI.

Constructive Trust

37. Plaintiff seeks the imposition of a constructive trust over the assets to which he is entitled, including all property improperly transferred by Anita and Amy, including, but not limited to, the property received by Anita, Amy, Carole, and their insiders or related entities, as well as the profits Defendants received as a result of the transfer of those assets. Plaintiff also seeks the imposition of a constructive trust over the assets of Anita, Amy, and Carole's Trusts to the extent needed to reverse the improper transfers. Plaintiff thus requests a distribution of those assets in the

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

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amount lawfully due the Plaintiff, together with all interest accrued from the time such distribution should have been made.

XII.

Civil Conspiracy

38. Defendants combined to accomplish the unlawful objectives of facilitating the breach of duties to Plaintiff, as well as the commission of fraud and fraudulent concealment. Such actions by Defendants amount to a civil conspiracy.

39. As a direct and proximate result of the civil conspiracy between the Defendants, Plaintiff has been damaged in an amount in excess of the minimum jurisdictional limits of this Court.

40. Defendants' actions in furtherance of the civil conspiracy were taken willfully and maliciously, all to the detriment of Plaintiff. Accordingly, Plaintiff requests that exemplary damages be awarded against Defendants in a sum that exceeds the minimum jurisdictional limits of the Court.

XIII.

Fraudulent Concealment

41. Plaintiff was not aware of Defendants' wrongful actions. That is because Defendants took affirmative steps to deceive Nelva and Plaintiff and to conceal their wrongful actions from Nelva and Plaintiff. As a result of this affirmative deception by Defendants and Nelva and Plaintiff's reasonable reliance on that deception, Plaintiff did not know of these claims in this action until well after his mother's death on November 11, 2011, and, in fact, Plaintiff still does not know the full extent of his claims.

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04102013:0818:P0063

XIV.

Discovery Rule

42. Plaintiff affirmatively pleads the discovery rule and asserts that his claims have been brought within the required periods from the date when he knew, or reasonably should have known, that his claims had accrued.

XV.

Tolling of Limitations

43. Tex. Civ. Prac. & Rem. Code Ann. §16.062 tolls the limitations period for Plaintiff because of Elmer and Nelva's deaths.

XVI.

Conditions Precedent

44. All conditions precedent to the recovery of the relief sought hereunder have occurred or have been performed. Plaintiff is prosecuting this action in good faith and with just cause for the purpose of determining and protecting the assets of the trusts.

XVII.

Prejudgment Interest

45. Plaintiff is also entitled to prejudgment interest on his claims.

XVIII.

Request for Attorneys' Fees

46. Plaintiff requests that he be allowed to recover his fees and expenses for this action pursuant to Tex. Civ. Prac. Rem. Code Ann. §37.009. Plaintiff further requests that this Court award Plaintiff his costs and reasonable and necessary attorney's fees which had to be incurred prior to and

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

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in connection with this matter pursuant to Tex. Prop. Code Ann. §114.064. Plaintiff also seeks awards for any appellate fees that may be required in connection with this action.

XIX.

Request for Injunctive Relief

47. Plaintiff also seeks injunctive relief. The expedited consideration of this request is essential due to the need to preserve the information concerning these trusts and the assets in these trusts. Plaintiff asks for an Order preventing Defendants and their agents from destroying, hiding or transferring the records and assets of the Family Trust, the Successor Trusts, and any trust created pursuant to the terms of the 8/25/10 QBD, or taking any other steps normally afforded to parties in Defendants' purported positions with regard to such trusts or the property Defendants have received which would result in a loss or secretion of the property, which would remove property from this Court's jurisdiction or control, or which would frustrate this Court in its exercise of jurisdiction or control, or thwart the purposes of the trust instruments by depriving Plaintiff of his rights.

48. Plaintiff further requests the Court direct Defendants to refrain from conducting any business or entering into any transactions on behalf of the trusts without the prior written consent of Plaintiff during the pendency of this action.

49. Defendants' previous conduct has indicated to Plaintiff that Defendants do not intend to provide Plaintiff with the assets of the trust to which he is entitled, and that unless appropriate orders are issued by this Court, Defendants will make additional transfers to avoid Plaintiff's rights and this Court's authority. Plaintiff will suffer irreparable harm, damage, and injury unless Defendants, their relatives, partners, agents, servants, attorneys, accountants, employees, assigns, representatives and those persons in active concert or in participation with them are ordered by this Court to secure and preserve all documents and other information concerning the trusts wherever it

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

7/31/2019 3:08:13 PM Chris Daniel - District Clerk Harris County, Texas

may now be located. Plaintiff requests that Defendants be further ordered to refrain from taking any action with regard to the assets formerly or presently owned by Elmer, Nelva, or any of the trusts, moving or transferring any such assets, changing any positions of authority or exercising any powers or rights afforded to them as a result of the trusts, or applicable law. If orders are not entered as requested, Plaintiff will be irreparably harmed because assets can be further transferred, secreted or otherwise disbursed, and Defendants' prior actions while in control of these assets indicates they will indeed take those steps because they have already taken similar steps.

50. Plaintiff has no adequate remedy at law to preserve the assets at issue, and the loss of assets would be irreparable because if the assets are transferred or sold, the cash received in such a transaction could be even more easily be lost, hidden, or removed from this Court's control by Defendants, or if spent, will be lost to Plaintiff.

51. Defendants' previous conduct has indicated to Plaintiff that Defendants do not intend to provide Plaintiff with assets or income from the Trust, and Defendants and those acting in concert with them will continue to transfer assets in an attempt to avoid Plaintiff's rights. Unless appropriate orders are issued by this Court, nothing will prevent Defendants and those acting in concert with them will from continuing with their prior course of improper conduct. Therefore, Plaintiff will suffer irreparable harm, damage, and injury unless Defendants and their relatives, partners, agents, attorneys, employees, and those persons in active concert or in participation with them are ordered by this Court to cease all disbursements and transfers of assets from Elmer, Nelva, and the trusts, as well as from the assets they have already taken from Elmer, Nelva, and the trusts.

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

VERIFICATION

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared CARL HENRY BRUNSTING, who, being by me duly sworn on oath deposed and said that he is the Plaintiff in this action; that he has read the foregoing pleading and that every statement contained in that document is within his knowledge and is true and correct.

Carl Henry Brunsting
CARL HENRY BRUNSTING

SUBSCRIBED AND SWORN TO BEFORE ME on the 8th day of April, 2013, to certify which witness my hand and official seal.

SHAWN M. TEAGUE
MY COMMISSION EXPIRES
April 3, 2015

Shawn M. Teague
Notary Public in and for the
State of TEXAS
Printed Name: Shawn M. Teague
My Commission Expires: 4-3-2015

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Harris County, Texas

Deputy
Sterling G. Senechal III

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

CON:458969|9740252

TAB 26

FILED
5/28/2014 5:40:59 PM
Stan Stanart
County Clerk
Harris County

Data Entry
Pick Up This Date

06052014:0759:P0037

CAUSE NO. 412,249401 PROBATE COURT 4

IN RE: ESTATE OF	§	IN THE PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

MOTION TO ENTER TRANSFER ORDER

TO THE HONORABLE COURT:

Comes Now, Plaintiff, Candace Louis Curtis and files this Motion to Enter Transfer Order, and in support thereof would respectfully show as follows:

I. BACKGROUND

Plaintiff filed an Original Petition in the Federal Court for the Southern District of Texas against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust. She subsequently sought and was granted leave to amend her pleading to include necessary parties Carl Brunsting, Executor of the Estate of Nelva Brunsting, Deceased and Carole Brunsting. Although necessary, the addition of these two new parties destroyed federal diversity jurisdiction. Because similar issues of fact and law are currently pending before this Court, the Federal Court entered an order remanding Plaintiff's Federal Case to this Court. *See* Ex. A, Order of Remand.

II. TRANSFER

Pursuant to Texas Estates Code Sections 32.005, 32.006 and 32.007, this Court has jurisdiction over the parties and the claims alleged in Plaintiff's First Amended Petition. Accordingly, Plaintiff requests that this Court enter an order accepting the Order of Remand entered by the Federal Court and transfer to itself the pleadings and orders filed and entered in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.*

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

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III. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court (a) accept the Order of Remand entered by the Federal Court and transfer to itself the pleadings and orders filed and entered in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.*, and (b) grant such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,

OSTROM/Sain
A limited Liability Partnership

BY: _____
JASON B. OSTROM
(TBA #24027710)
jason@ostromsain.com
NICOLE K. SAIN THORNTON
(TBA #24043901)
nicole@ostromsain.com
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713.863.8891
713.863.1051 (Facsimile)

Attorneys for Plaintiff

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

_____ Deputy
Sterling G. Senechal III

CON:458969|10191039

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

06052014:0759:P0099

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served in accordance with Texas Rule of Civil Procedure 21a on the following on the 28 day of May, 2014:

Ms. Bobbie Bayless
2931 Ferndale
Houston, Texas 77098
713.522.2224
713.522.2218 (Facsimile)

Ms. Darlene Payne Smith
1401 McKinney, 17th Floor
Houston, Texas 77010
713.752.8640
713.425.7945 (Facsimile)

Mr. George W. Vie III
1021 Main, Suite 1950
Houston, Texas 77002
713.225.0547
713.225.0844 (Facsimile)

Jason B. Ostrom

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Sterling G. Senechal III Deputy

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

06052014:0759:P0100

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, *et al*,	§	
	§	
Defendants.	§	

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be GRANTED.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are opposed to this remand and that no parties have filed any objection thereto.

Exhibit A

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Diane Trautman, County Clerk
Harris County, Texas

Deputy

Sterling G. Senechal III

CON:458969|10191039

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

06052014:0759:P0101

It is, therefore, ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.

Kenneth M. Hoyt
United States District Judge

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Diane Trautman, County Clerk
Harris County, Texas

Deputy
Sterling G. Senechal III

CON:458969|10191039

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

06052014:0759:P0102

CAUSE NO. 412,249-401

IN RE: ESTATE OF	§	IN THE PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

ORDER OF TRANSFER

On this day came to be considered the Motion to Enter Transfer Order filed by Plaintiff Candace Curtis, seeking to have this Court accept the Order to Remand entered by the Federal Court for the Southern District of Texas and transfer to itself the pleadings and orders filed and entered in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.* The Court is of the opinion that it has jurisdiction over the parties and claims pending under Cause Number 4:12-CV-00592 finds that the Motion to Enter Transfer Order should be granted. It is, therefore,

ORDERED that the Order of Remand entered by the Federal Court for the Southern District of Texas in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.*, is hereby accepted. It is further,

ORDERED that the pleadings and orders filed and entered in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.*, be and hereby are transferred to this Court to be held under Cause Number 412,249.-401.

SIGNED on this 3 day of June, 2014.

Christine Butts
JUDGE PRESIDING

Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2014 JUN -4 AM 10:35

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Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|10191039

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

06052014:0759:P0105

APPROVED AS TO FORM:

OSTROM/Sain
A limited Liability Partnership

BY: _____

JASON B. OSTROM
(TBA #24027710)
NICOLE K. SAIN THORNTON
(TBA #24043901)
5020 Montrose Blvd., Ste. 310
Houston, Texas 77006
713.863.8891
713.863.1051 (Facsimile)

Attorneys for Plaintiff

Confidential information may have been redacted from the document in compliance with the Public Information Act.

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Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

_____ Deputy
Sterling G. Senechal III

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

TAB 27

DV

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2/19/2015 9:20:06 AM
Stan Stanart
County Clerk
Harris County

NO. 412,248

PROBATE COURT 4

ESTATE OF	§	IN PROBATE COURT
	§	
ELMER H. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING'S APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND CANDACE LOUISE CURTIS' APPLICATION FOR APPOINTMENT AS SUCCESSOR PERSONAL REPRESENTATIVE

TO THE HONORABLE PROBATE COURT:

COMES NOW Carl Henry Brunsting ("Carl") and files his Application to Resign as Independent Executor of the estate of Elmer H. Brunsting and request for immediate appointment of a successor personal representative. Candace Louise Curtis ("Candace") seeks appointment as successor Independent Executrix.

1. Carl was appointed personal representative of the estate of Elmer H. Brunsting on August 28, 2012.

2. Carl presents his resignation as personal representative to the Court. No funds have ever been received by the estate. Other than claims which are currently being litigated, the only known asset of the estate is a one-half interest in a 2000 Buick LaSabre automobile in the possession of Carole Brunsting. Because no funds have ever been in the estate, Carl has personally borne the expenses of the estate. Carl will file an application to address those estate expenses when funds are available to pay them.

3. A necessity still exists for the administration of this estate, and the immediate appointment of a successor personal representative is needed to pursue and manage the claims owed to the estate which are the subject of the following actions:

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Page 1 of 4 Monday, June 20, 2022 County Clerk Harris County, Texas

2021520151-22501-400017

a. Cause No. 412,249-401; *Carl Henry Brunsting, Individually and as Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting;* In Probate Court Number Four (4) of Harris County, Texas; and

b. Cause No. 2013-05455; *Carl H. Brunsting, Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting v. Candace L. Kunz-Freed and Vacek & Freed, PLLC, f/k/a The Vacek Law Firm, PLLC;* In the 164th Judicial District Court of Harris County, Texas.

4. Under the terms of the Will, the successor personal representative, in the event Carl steps down, is Amy Brunsting. However, having been named as a defendant in litigation filed by the estate, Amy Brunsting is disqualified from serving as personal representative of the estate.

5. The next successor personal representative named in the Will is Candace, who is an individual residing in California, but who has already retained Houston counsel. Candace is qualified to accept Letters Testamentary and seeks appointment as Independent Executrix of this estate.

6. All persons interested in the estate are already represented by counsel and have been informed of this Application.

WHEREFORE, PREMISES CONSIDERED, Applicants pray that citation issue as required by law to all persons interested in the estate, that Carl's resignation as Independent Executor be approved, that Candace be appointed Independent Executrix of the estate, that Letters Testamentary be issued to Candace, and that all such other orders be entered as the Court may deem proper.

Page 2 of 4 Monday, June 20, 2022 County Clerk Harris County, Texas

20220621151025120

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless
Bobbie G. Bayless
State Bar No. 01940600
2931 Ferndale
Houston, Texas 77098
Telephone: (713) 522-2224
Telecopier: (713) 522-2218
bayless@baylessstokes.com

Attorneys for Carl Henry Brunsting

ostrommorris, PLLC

By: /s/ Jason B. Ostrom
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R. Keith Morris, III
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Houston, Texas 77057
Telephone: (713) 863-8891
Telecopier: (713) 863-1051

Attorneys for Candace Louise Curtis

Page 3 of 4 Monday, June 20, 2022 County Clerk Harris County, Texas

021-52515-2015-2005

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded on the 19th day of February, 2015, as follows:

Bradley E. Featherston
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
281.759.3214 - *via telecopier*

Neal E. Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1647 - *via Telecopier*

Darlene Payne Smith
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, Texas 77010
713.658.1921 - *via telecopier*

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

County Clerk Harris County, Texas



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

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TAB 28

022015 15:39:2007

PROBATE COURT 4

No. 412,249-401

ESTATE OF	§	PROBATE COURT
	§	
Nelva E. Brunstmg,	§	NUMBER FOUR (4) OF
	§	
Deceased	§	HARRIS COUNTY, TEXAS

AGREED DOCKET CONTROL ORDER

The following docket control order shall apply to this case unless modified by the Court. If no date is given below, the item is governed by the Texas Rules of Civil Procedure.

1. N/A **JOINDER.** All parties must be added and served, whether by amendment or third party practice, by this date. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THE SCHEDULING ORDER AT THE TIME OF SERVICE

2. ↓ **EXPERT WITNESS DESIGNATION.** Expert witness designations are required and must be served by the following dates. The designation must include the information listed in Rule 194.2(f). Failure to timely respond will be governed by Rule 193.6:

(a) 7/1/15 Experts for parties seeking affirmative relief.

(b) 8/1/15 All other experts.

3. **DISCOVERY LIMITATIONS.** The discovery limitations of Rule 190.2, if applicable, or otherwise, of Rule 190.3, apply, unless changed below:

(a) _____ Total hours per side for oral depositions.

(b) By Rules Number of interrogatories that may be served by each party on any other party.

4. _____ **ALTERNATIVE DISPUTE RESOLUTION.** ADR conducted pursuant to the agreement of the parties must be completed by this date. **If the parties do not agree on a date and/or facilitator for ADR, the Court may sign an order compelling ADR and appointing a mediator for same.**

5. 8/4/15 **DISCOVERY PERIOD ENDS.** All discovery must be completed before the end of the discovery period. Parties seeking discovery must serve requests sufficiently far in advance of the end of the discovery period that the deadline for responding will be within the discovery period. Counsel may conduct discovery beyond this deadline by agreement. Incomplete discovery will not delay the trial.

6. **DISPOSITIVE MOTIONS AND PLEAS.** Must be heard as follows:

(a) 8/3/15 Dispositive motions or pleas subject to an interlocutory appeal must be heard by this date.

(b) 8/3/15 Summary Judgment motions not subject to an interlocutory appeal must be heard by this date.

(c) 6/1/15 Rule 166a(i) motions may not be filed before this date.

7. 9/1/15 **CHALLENGES TO EXPERT TESTIMONY.** All motions to exclude expert testimony and evidentiary challenges to expert testimony must be filed by this date, unless extended by leave of court.

8. 8/4/15 **PLEADINGS.** All amendments and supplements must be filed by this date. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

Page 1 of 2 Monday, June 20, 2022 County Clerk Harris County, Texas

022020 15:34:52

9. Sept. 4, 2015 Noon **JOINT PRETRIAL ORDER. Parties shall provide to the Court, by fax, email, or delivery to our offices, a copy of the signed Joint Pretrial Order by this date.** Parties shall bring the original Agreed Joint Pretrial Order to the Pretrial Conference.

10. Sept. 11, 2015 10:00 AM **PRETRIAL CONFERENCE. Parties shall be prepared to discuss all aspects of trial with the Court at this time. Parties shall file and exchange (if jury trial) proposed jury charge questions, instructions and definitions at this conference. Parties should be prepared to mark exhibits. Failure to appear will be grounds for dismissal for want of prosecution.**

11. Sept. 14 - 18, 2015 **TRIAL.**

Signed this 19 day of February, 2015.

FILED
2015 FEB 20 AM 8:49
Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

C. Anderson
Judge Presiding

Party: Carole Brunsting

Counsel Name: Darlene Payne Smith
SBN: 18643525
Counsel Signature:
Firm: Crain, Caton & James
Address: 1401 McKinney St 1700, Houston Tx 77010
Phone: 713-752-8640
Fax: 713-658-1921
Email: dsmith@craincaton.com

Party: Cindy Brunsting

Counsel Name: Jason B. Ostrom
SBN: 24027710
Counsel Signature:
Firm: Ostrom Morris, PLLC
Address: 6363 Woodway Dr., Suite 700 Houston, TX 77056
Phone: 713-863-8891
Fax: 713-863-1051
Email: jason@ostrommorris.com

Party: Amy Brunsting

Counsel Name: Neal Spielman
SBN: 00794678
Counsel Signature:
Firm: Griffin & Matthews
Address: 1155 Dairy Ashford, Suite 300 Houston, Tx 77079
Phone: 281-870-1124
Fax: 281-870-1647
Email: nspielman@grifmatlaw.com

Party: Carl Brunsting

Counsel Name: Bobbie G. Bayless
SBN: 01940600
Counsel Signature:
Firm: Bayless & Stokes
Address: 2931 Ferndale Houston, Tx 77098
Phone: 713-522-2224
Fax: 713-522-2218
Email: bayless@baylessstokes.com

PARTY: Anita Brunsting
COUNSEL: Brad Featherston (24038892) BF
The Mendel Law Firm
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I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

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TAB 29

412249-401 Harris County - County Probate Court No. 4

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3/5/2015 3:21:27 PM
Stan Stanart
County Clerk
Harris County

03092015:0815:P0002

DATA ENTRY
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PROBATE COURT 4

CAUSE NO. 412,249 - 401

IN RE: ESTATE OF	§	IN THE PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

****

CAUSE NO. 412,249 - 402

IN RE: ESTATE OF	§	IN THE PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

AGREED ORDER TO CONSOLIDATE CASES

On this day came to be considered the oral Motion to Consolidate Cases seeking to have the pleadings assigned to Cause Number 412,249-402 consolidated into Cause Number 412,249-401. The Court finds that the actions involve the same parties and substantially similar facts, and that they should be consolidated and prosecuted under Cause Number 412,249-401. It is, therefore,

ORDERED that Cause Number 412,249-402 is hereby consolidated into Cause Number 412,249-401. It is further,

ORDERED that all pleadings filed under or assigned to Cause Number 412,249-402 be moved into Cause Number 412,249-401.

SIGNED on this 11e day of March, 2015.

Clemonie Bates
JUDGE PRESIDING

17-20360.2289

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A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Deputy
Sterling G. Senechal III

CON:458969|14976845

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

0309201 5:0815:P0003

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Sterling G. Senechal III Deputy

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

20190930 : 0815 : P0004

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Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|14976845

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

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Diane Trautman, County Clerk
Harris County, Texas

_____ Deputy
Sterling G. Senechal III

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

17-20360.2293

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Harris County, Texas

Sterling G. Senechal III Deputy

CON:458969|14976845

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

TAB 30

United States Courts
Southern District of Texas
FILED

APR 07 2022

Nathan Ochsner, Clerk of Court

EXHIBIT J

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, et al	§
	§
v.	§
	§
ANITA KAY BRUNSTING, et al	§

Anita & Amy Brunsting's Joint No-Evidence Motion for Partial Summary Judgment

Defendants, Anita Brunsting and Amy Brunsting ("Defendants"), file this joint no-evidence motion for partial summary judgment and would respectfully show the Court as follows:

I. Summary of the Argument

This litigation started more than thirty-eight (38) months ago. Plaintiffs had sufficient time for discovery in this suit and the three (3) other actions[1] related to the 8/25/10 QBD (defined below). Plaintiffs challenge the 8/25/10 QBD on the following grounds, for which there is no evidence:

1. Nelva's signature on the 8/25/10 QBD was forged.

2. Nelva lacked capacity when she executed the 8/25/10 QBD.

3. Nelva was unduly influenced into executing the 8/25/10 QBD.

4. Nelva was fraudulently induced into executing the 8/25/10 QBD.

5. Nelva executed the 8/25/10 QBD under duress.

[1] Those three other proceedings are: (1) No. 4:12-CV-00592; *Candace Louise Curtis v. Anita Kay Brunsting*; United States District Court for the Southern District of Texas, Houston Division; (2) CA No, 2012-14538; *In re Carl Brunsting* (202 Petition); 80TH Judicial District Court of Harris County, TX; and (3) CA No. 2013-05455; *Carl Henry Brunsting v. Candace Freed & Vacek & Freed*; 164TH Judicial District Court of Harris County, TX.

II. Background

This is a family dispute among five (5) siblings of the Brunsting family: Carl, Candace, Carol, Anita, and Amy. The dispute involves a trust created by their parents: Elmer Brunsting ("Elmer") and Nelva Brunsting ("Nelva").

Elmer and Nelva created the Brunsting Family Living Trust on or about October 10, 1996. The trust was restated on January 12, 2005 (the "Family Trust"). Elmer and Nelva served as trustees of the Family Trust until 2008, when Elmer lost the ability to handle his financial affairs and Nelva served as trustee alone. In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees.

Shortly after Elmer died in April 2009, in accordance with the Family Trust, successor trusts resulted: the Elmer H. Brunsting Decedent'sTrust ("Elmer's Decedent's Trust"); and the Nelva E. Brunsting Survivor's Trust ("Nelva's Survivor's Trust"). Nelva served as the trustee of both trusts, with Carl and Anita to serve as successor co-trustees.

In May 2010, Candace wrote, "[Nelva] has saved my house for me a few years in a row now by giving me the money to pay the property taxes. This time I told her she should take it out of my inheritance (that's what Daddy always said). She said no, she could help me." Candace then continued, "[Nelva] always wants to know what I spend all my money on. Why I have no savings. Why I didn't plan better. [Nelva] treats me like such a FAILURE." Apparently, Nelva thought Candace was a spendthrift and not good at handling her own financial affairs.

In or about July 2010, Carl was hospitalized for an extended period of time due to herpes encephalitis, an acute infection and inflamation of his brain. As a result, Carl's mental capacity and cognitive abilities were severely compromised. Carl continues to suffer from residual symptoms, which is why his wife Drina was substituted into this case as his attorney-in-fact.

In accordance with the Family Trust, on August 25, 2010, Nelva executed a Qualified

Beneficiary Designation and Exercise of Testamentary Powers of Appointment (the "8/25/10 QBD"). In short, the document is an exercise of Nelva's testamentary powers of appointment as contemplated by the Family Trust. The document was notarized by Nelva's attorney, Ms. Freed.[2] The chief change that prompted plaintiffs' challenge to the 8/25/10 QBD is that the co-trustees for Carl's and Candace's interest under the trust changed from: (1) Anita and Carl; to (2) Anita and Amy. Apparently, the change in co-trustees from Anita and Carl to Anita and Amy offends Carl and Candace.

Carl and Candace ("Plaintiffs") brought several proceedings alleging every conceivable means to challenge the 8/25/10 QBD. Candace filed a case in Federal Court in February 2012. Carl originally filed a Rule 202 Petition in March 2012. In January 2013, Carl filed a lawsuit against Nelva's attorneys that drafted the 8/25/10 QBD. Carl filed this litigation in this Court in April 2013. Thus, Carl and Candace have had more than thirty-eight (38) months in four (4) separate proceedings to gather evidence regarding the 8/25/10 QBD.

III. Argument & Authorities

This motion relates solely to plaintiffs challenges to the 8/25/10 QBD. It is important to put matters into perspective on plaintiffs' claims related to the 8/25/10 QBD. Ordinarily the laundry list of challenges a contestant makes to an instrument is when there is a disproportionate change in the distribution of property. Here, the 8/25/10 QBD does not affect the percentage of assets each child will receive in trust nor the distributions standards. For plaintiffs, the sole impact is the change in co-trustees from: (1) Anita and Carl; to (2) Anita and Amy.

---

[2] The attorneys' name is Candace Lynne Kunz Freed. Ms. Freed is used to prevent confusion between Nelva's attorney, Candace Freed, and Nelva's daughter, Candace Curtis, since they share the same first name.

Plaintiffs' challenges to the 8/25/10 QBD center on the contention that Nelva would never have appointed Amy to serve in Carl's place as a co-trustee. However, plaintiffs ignore the fact that Carl suffered from herpes encephalitis in July 2010, which caused Carl's substantially diminished physical and mental capacity.

A. No Evidence Nelva's Signature on the 8/25/10 QBD was Forged.

Plaintiffs allege the 8/25/10 QBD was forged.

A document is forged if a person signs the document so that it purports to be the act of another who did not authorize the act.[3] The burden of proof rest on those seeking to set aside the instrument to show forgery.[4]

There is no competent summary judgment evidence to support that someone other than Nelva executed the 8/25/10 QBD. Accordingly, this no-evidence motion for summary judgment must be granted.

B. No Evidence Nelva Lacked Capacity When Executing 8/25/10 QBD.

Plaintiffs allege Nelva lacked capacity when executing the 8/25/10 QBD.

The law presumes that a trustor has sufficient mental capacity at the time of execution to understand her legal rights.[5] Therefore, the burden of proof rests on those seeking to set aside the instrument to show lack of mental capacity at the time of execution.[6]

Here, plaintiffs must provide competent summary judgment evidence Nelva lacked sufficient

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[3] TEXAS PATTERN JURY CHARGES: EXPRESS TRUSTS PJC 235.4 (2014); *See In re Estate of Flores*, 76 S.W.3d 624, 630 (Tex. App.—Corpus Christi 2002, no pet.).

[4] *In re Estate of Flores*, 76 S.W.3d 624, 630 (Tex. App.—Corpus Christi 2002, no pet.)

[5] *Walker v. Eason*, 643 S.W.2d 390, 391 (Tex. 1982); *Bradshaw v. Naumann*, 528 S.W.2d 869, 873 (Tex. Civ. App.—Austin 1975, writ dism'd); and TEX. PROP. CODE § 112.007.

[6] *Walker v. Eason*, 643 S.W.2d 390, 391 (Tex. 1982).

mind and memory to understand the nature and consequences of her acts and the business she was transacting when she executed the 8/25/10 QBD.[7] Plaintiffs can provide no such evidence. Accordingly, this no-evidence motion for summary judgment must be granted.

C. No Evidence Nelva was Unduly Influenced to Sign the 8/25/10 QBD.

Plaintiffs alleged Nelva's execution of the 8/25/10 QBD was procured by undue influence.

"Undue influence" means that—

1. an influence existed and was exerted, and
2. the influence undermined or overpowered the mind of the person executing the document at the time of its execution, and
3. the person would not have executed the document but for such influence.[8]

The burden of proving undue influence is upon the party contesting its execution.[9]

Here, there is no evidence that Anita and/or Amy exerted any influence, much less undue influence, to make themselves trustees of Carl's and Candance's share of the trust after Nelva's death.

There is no evidence that, prior to its execution, Nelva had discussions with Anita and/or Amy regarding the terms of the 8/25/10 QBD.

There is no evidence that Anita and/or Amy contacted Nelva's attorney, Ms. Freed, and prescribed the terms or even discussed the terms of the 8/25/10 QBD.

There is no evidence that Anita and/or Amy participated in the drafting of the 8/25/10 QBD.

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[7] *See Mandell & Wright v. Thomas*, 441 S.W.2d 841, 845 (Tex. 1969).

[8] TEXAS PATTERN JURY CHARGES: EXPRESS TRUSTS PJC 235.3 (2014); *Rothermel v. Duncan*, 369 S.W.2d 917, 922 (Tex. 1963).

[9] *Rothermel v. Duncan*, 369 S.W.2d 917, 922 (citing *Scott v. Townsend*, 166 S.W. 1138 (Tex. 1914)).

There is no evidence that Anita and/or Amy were present when Nelva executed the 8/25/10 QBD.

Assuming, without admitting, there was an influence, there is no evidence that Nelva was mentally or physically compromised in August 2010, such that her free will was susceptible to being overcome.

Accordingly, this no-evidence motion for summary judgment must be granted.

D. No Evidence Nelva Executed the 8/25/10 QBD as a Result of Fraud.

Plaintiffs allege that Nelva executed the 8/25/10 QBD as a result of fraud. This type of allegation is a species of undue influence.[10] Nevertheless, in an abundance of caution and in the interest of judicial economy, Anita and Amy will specifically address plaintiffs' fraud claims as a separate allegation.

Fraud occurred if—

1. a person made a material misrepresentation, and
2. the misrepresentation was made with knowledge of its falsity or made recklessly without any knowledge of the truth and as a positive assertion, and
3. the misrepresentation was made with the intention of inducing the trustor to sign the document, and

4. Trustor relied on the misrepresentation in signing the document.

"Misrepresentation" means:

A false statement of fact [or]

A promise of future performance made with an intent, at the time the promise was made, not to perform as promised [or]

A statement of opinion based on a false statement of fact [or]

---

[10] TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6; *Curry v. Curry*, 270 S.W.2d 208 (Tex. 1954).

A statement of opinion that the maker knows to be false [or]

An expression of opinion that is false, made by one claiming or implying to have special knowledge of the subject matter of the opinion.

"Special knowledge" means knowledge or information superior to that possessed by Trustor and to which Trustor did not have equal access.[11]

The contestant claiming fraud has the burden of proof.[12]

There is no evidence that Anita and/or Amy made any representation to Nelva with the intention of inducing Nelva to sign the 8/25/10 QBD.

Assuming, without admitting, that Anita and/or Amy made a representation to Nelva with the intention of inducing Nelva to sign the 8/25/10 QBD, there is no evidence such representation was false.

Assuming, without admitting, that Anita and/or Amy made a false representation, there is no evidence Nelva relied on the misrepresentation in executing the 8/25/10 QBD.

Accordingly, this no-evidence motion for summary judgment must be granted.

E. No Evidence Nelva Signed 8/25/10 QBD Under Duress.

Plaintiffs alleged the 8/25/10 QBD is invalid because Nelva executed it under duress.

Duress is the mental, physical, or economic coercion of another, causing that party to act contrary to his free will and interest.[13]

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[11] TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6.

[12] TEXAS PATTERN JURY CHARGES: WILL CONTESTS PJC 230.6; *In re Estate of Graham*, 69 S.W.3d 598, 612 (Tex. App.—Corpus Christi 2001, no pet.).

[13] TEXAS PATTERN JURY CHARGES: CONTRACTS PJC 101.26; *Black Law Pipe Line Co. v. Union Construction Co.*, 538 S.W.2d 85 n.2 (Tex. 1976); *Brooks v. Taylor* 359 S.W.2d 539, 542 (Tex. Civ. App.–Amarillo 1962, writ ref'd n.r.e.); and *Housing Authority of City of Dallas v. Hubbell*, 325 S.W.2d 880, 905 (Tex. Civ. App. – Dallas 1959, writ ref'd n.r.e.).

The contestant claiming duress bears the burden of proof.[14]

As the Texas Pattern Jury Charge warns, duress is only reached if the alleged coercion can legally constitute duress.[15] "It is never duress to threaten to do that which a party has a legal right to do."[16]

There is no evidence that Anita and/or Amy used mental coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

There is no evidence that Anita and/or Amy used physical coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

There is no evidence that Anita and/or Amy used economic coercion to cause Nelva to act contrary to her own free will and interest in executing the 8/25/10 QBD.

Accordingly, this no-evidence motion for summary judgment must be granted.

IV. Prayer

For these reasons, Defendants pray that their no-evidence motion for partial summary judgment be granted and that Defendants receive all other relief, general and special, legal and equitable, to which they or the trusts may be entitled.

[SIGNATURES ON FOLLOWING PAGE]

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[14] *Sudan v. Sudan*, 199 S.W.3d 291, 292 (Tex. 2006).

[15] TEXAS PATTERN JURY CHARGES: CONTRACTS PJC 101.26.

[16] *Ulmer v. Ulmer*, 162 S.W.2d 944, 947 (Tex. 1942).

Respectfully Submitted,

/s/ Brad Featherston

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Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

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Attorney for Carol Ann Brunsting

via e-service or email on June 26, 2015.

/s/ Brad Featherston

Bradley E. Featherston

TAB 31

DV

Data Entry
Pick Up This Date

FILED
7/13/2015 6:54:39 PM
Stan Stanart
County Clerk
Harris County

07120151525140108

	NO. 412,249-401	**PROBATE COURT 4**
CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
Plaintiff,	§	
V.	§	**NUMBER FOUR (4) OF**
ANITA KAY BRUNSTING, ET AL	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

PLAINTIFF CURTIS' RESPONSE TO DEFENDANTS' NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT AND MOTION AND DEMAND TO PRODUCE EVIDENCE PURSUANT TO EVIDENCE CODES §§1002, 1003

TO THE HONORABLE PROBATE COURT:

Plaintiff Candace Louise Curtis (Curtis) brings her response to the No-Evidence Motion for Partial Summary Judgment filed jointly by Defendants Anita Brunsting and Amy Brunsting, and will respectfully show that more than a scintilla of evidence exists as to a genuine issue of material fact relating to the existence, authenticity, and validity of an instrument referred to as the 8/25/10 QBD, as hereinafter more fully appears.

TRUST CHRONOLOGY

In 1996 Elmer Brunsting and his wife Nelva Brunsting created The Brunsting Family Living Trust for their benefit and for the benefit of their 5 children (The Trust).

In 2005 Elmer and Nelva restated their trust, completely replacing the original 1996 trust (Restatement).

In 2007 the first and only Amendment to "The Trust" was signed by both Elmer and Nelva, and replaced Amy with Candace as successor co-trustee with Carl (Amendment).

Allegedly, an Appointment of Successor Trustees was executed July 1, 2008 appointing Anita as successor co-trustee with Carl. (7/1/08 AST)

The Brunsting Family Living Trust became irrevocable at the death of Elmer Brunsting on April 1, 2009, pursuant to Article III (B) of the Restatement, and could only be amended by a court of competent jurisdiction.

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Upon the death of Elmer on April 1, 2009, The Elmer H. Brunsting Decedent's Trust (DT) was created as an irrevocable trust pursuant to Article III (B) and Article VII (A) of the Restatement, and could only be amended by a court of competent jurisdiction.

Also upon the death of Elmer on April 1, 2009, the Nelva E. Brunsting Survivor's Trust (ST) was created. The ST was revocable and amendable, pursuant to Article III Section (B) and Article VII Section (B)(1) of the Restatement.

On June 15, 2010, a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", was introduced (6/15/10 QBD).

On August 25, 2010, a "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", was introduced (8/25/10 QBD).

Upon the death of Nelva, all of the aforementioned Trusts were to terminate, resulting in the creation of five equal (5) Personal Asset Trusts (PAT), one for each beneficiary.

OBJECTION NO. 1 ASSUMING FACTS - BEST EVIDENCE REQUIRED
MOTION PURSUANT TO EVIDENCE CODES §§1002, 1003

There are legitimate questions regarding the existence and authenticity of the 8/25/2010 QBD instrument, as hereinafter more fully appears. Plaintiff Curtis objects to Defendants assuming facts not in evidence, and objects to Defendants' improper attempts at shifting the burden of bringing forth evidence onto Plaintiff(s).

Plaintiff Curtis further objects to the introduction of alleged copies and, therefore, pursuant to Evidence Code §§1002 & 1003, Plaintiff demands Defendants produce only the 8/25/2010 QBD actually signed by Nelva Brunsting, and herein moves the Court for an order that only the original instrument with the wet signed signature page be allowed in evidence on the following ground.

The Allegation of No-Evidence

Defendants' "Joint No-Evidence Motion for Partial Summary Judgment" alleges five (5) blanket no-evidence claims, without reference to a particular petition brought by a particular claimant. Defendants are clearly using the petition brought by Carl Brunsting as Executor of the Estate of Nelva Brunsting, and not the petition brought by Plaintiff Curtis, and do not distinguish although the petitions are plainly distinguishable. Defendants' no-evidence claims are:

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1. Nelva's signature on the 8/25/10 QBD was forged.
2. Nelva lacked capacity when she executed the 8/25/10 QBD.
3. Nelva was unduly influenced into executing the 8/25/10 QBD.
4. Nelva was fraudulently induced into executing the 8/25/10 QBD.
5. Nelva executed the 8/25/10 QBD under duress.

Inherent in the first assertion is the notion that Nelva did not sign the 8/25/2010 instrument, while the subsequent assertions are based upon a presumption that Nelva Brunsting did sign the 8/25/2010 instrument, but that the signature was somehow obtained improperly.

Plaintiff Curtis has two pending petitions for declaratory judgement. Only one petition refers to the 8/25/2010 QBD, and it raises ground upon which the 8/25/2010 QBD fails that are not addressed in Defendants' joint motion and, thus, are beyond the scope of this response. However, based upon the five specific no evidence challenges presented, it necessarily follows that the rudimentary division in these 5 contentions is but twofold:

1. Nelva did not sign the 8/25/2010 instrument
2. Nelva signed the 8/25/2010 instrument

If one chooses to believe that Nelva did not sign the instrument, the questions begin with how did the likeness of Nelva's signature and Freed's signature and notary stamp find their way to these papers?[1] A plethora of further inquiries would necessarily follow.

If, on the other hand, one chooses to believe that Nelva did sign the instrument, the subdivisions of inquiry are again twofold:

1. Nelva signed the 8/25/2010 instrument knowledgeably and intentionally
2. Nelva signed the 8/25/2010 instrument, but did so under some form of duress, deception, mistake, or diminished capacity.

Defendants seek to shift the burden onto Plaintiff(s) to prematurely prove the secondary aspects related to the "assumed fact" that Nelva signed the instrument, while at the same time Defendants' motion is quick to say:

> *"There is no evidence that Anita and/or Amy were present when Nelva executed the 8/25/10 QBD."*

[1] The term "these" is plural and was purposely selected as will be shown.

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There is also no evidence in the record that suggests Plaintiff Curtis or Plaintiff Brunsting were present when Nelva allegedly executed the 8/25/10 QBD. There is no evidence that Defendant Carole Brunsting was present when Nelva executed the 8/25/10 QBD.

Did Nelva Sign the 8/25/2010 Instrument with Knowledge and Intent?

Defendants insist the 8/25/2010 QBD is valid, but admit they have no personal knowledge of its creation or execution, so what exactly do we know?

Emails attached to Plaintiff's federal petition and affidavit show Plaintiff telling Defendant Carole Brunsting she spoke to their Mother on the phone the day after the October 25, 2010 phone conference[2], and asked about this August 25, 2010 QBD and what it purports, and that Nelva insisted she did no such thing. Nelva followed that conversation with a hand written note regarding Amy and Anita's claims of being co-trustees for the Plaintiffs' Personal Asset Trusts saying "not true". (Exhibit A)[3]

Nelva's hand written notecard states:

> *"So I heard you were concerned that any money you receive after I 'leave this mortal coil' will be put in a trust and Anita would have to deal it out.*
>
> *This not true. You'll will get whatever share is yours. If you don't know how to manage money by now it's too late."*

Substantial Evidence is Already Before the Court

The Record clearly shows 3 distinctly different "true and correct copies" of the 8/25/2010 QBD, all bearing the likeness of a Nelva signature, a Candace Freed signature and the image of Freed's notary seal, but the three "true and correct copies" do not share the same image of Nelva's signature.

1. In Anita's 156 page objection filed December 5, 2014 the QBD appears at pdf pages 96 through 132 with signature page 37 at p132 bearing bates stamp P229. (Exhibit B_1)
2. In Carole's 133 page objection filed Feb. 17, 2015 the QBD appears at pdf pages 97 through 133 with signature page 37 appearing at p133 bearing Bates stamp P192. (Exhibit B_2)

---

[2] Affidavit attached to Curtis original federal complaint Exhibit P-8 filed with this court 02102015:1527:P0074

[3] This exhibit was attached to the petition filed in the federal court on February 27, 2012 as Plaintiff Exhibit 16 made a part of the record of this court Feb. 9, 2015 at pages 66 & 67 in Document #BT-2015-45555

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3. Curtis original federal court complaint, affidavit and exhibits were made a part of the probate court record on February 9, 2015. In the 601 page pdf document the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" (QBD) appears at pdf pages 552 through 588 with signature page 37 at p588. (Exhibit B_3)

Plaintiff Curtis obtained Candace Freed's notary logs for August 25, 2010 (Exhibit C). These pages show a notary log book that does not conform to Tex. Gov't Code §406.014.

Based upon the obvious inability of the Defendants to agree as to what "version" of this mysterious 8/25/2010 QBD is the one "true and correct" version, and given that none of them claim personal knowledge of its creation or signing, and given that the notary logs are unusual and no certifiable copy of an "original" 8/25/2010 QBD has been introduced into evidence, certainly there are genuine questions raised as to a material fact regarding the instrument.

It would necessarily follow that questions surrounding the existence of the instrument would precede ancillary inquiries into the validity of the instrument's authenticity, precede questions addressing the improper purposes the instrument attempts to accomplish, precede inquiries into the opacities created from the instrument's attempted amalgamation of incompatible powers, and precede any discussion of the instrument's attempt to improperly merge incompatible trusts.

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Defendants' Background Statement

Defendants' Motion seeks to mischaracterize the breach of fiduciary and conspiracy to steal the family inheritance suits as merely a "family dispute". These suits are more properly characterized under the civil law and the laws of equity as fiduciary relationship actions. The questions surrounding Defendants' actions would also seem to invoke Texas Penal Code considerations, and the fact that Plaintiffs and Defendants are siblings is a secondary premise, having no immediate evidentiary value.

Defendants' Motion relates the first background part as:

> *"Elmer and Nelva created the Brunsting Family Living Trust on or about October 10, 1996. The trust was restated on January 12, 2005 (the "Family Trust") Elmer and Nelva served as trustees of the Family Trust until 2008, when Elmer lost the ability to handle his financial affairs and Nelva served as trustee alone. In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees"*

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Defendants are asking the Court to assume facts that are not in evidence and consistently skip from the 2005 restatement to some other place in time. In this instance they skip to the alleged July 1, 2008 appointment (Exhibit D), never once having mentioned the 2007 Amendment. (Exhibit E)

The July 1, 2008 Appointment of Successor Trustees

Defendants' Motion claims:

> *"This litigation started more than thirty-eight (38) months ago. Plaintiffs had sufficient time for discovery in this suit and the three (3) other actions related to the 8/25/10 QBD".*

The disclosure CD received from the Defendants at the federal injunction hearing April 9, 2013 (more than a year after the federal suit was filed) contained Bates #'s BRUNSTING000001 - BRUNSTING 004922. Defendants claimed they had disclosed and accounted for everything, while Plaintiff continued to allege that known assets of the trust remained unaccounted for, and that true and correct copies of all trust documents in Defendants' possession had not yet been disclosed.

Normally 38 months would be more than ample time for litigants to exchange disclosures and discovery. Despite the fact that Anita's June 4, 2015 interrogatory replies claim it had already been disclosed, it was not until June 25, 2015, the day before Defendants' no-evidence motion was filed, that the Defendants finally responded to Plaintiff's continued requests for disclosure of the alleged 2008 appointment instrument. Defendants even rely on the instrument to assert at page 2 of their Motion:

> *"In 2008, Nelva appointed Carl and Anita to serve as successor co-trustees."*

The claim that Nelva appointed Anita to serve as successor co-trustee with Carl in 2008 is a fact question in dispute, as under the terms of the 2005 Restatement Nelva held no such power. Nelva's power to remove trustees was limited to those she had individually selected. (See Article IV Page 4-2 (Bates P240) Attached as Exhibit F).

De jure, De facto, or Usurper?

In the 2007 Amendment Amy was removed as a successor co-trustee with Carl and replaced by Candace. If Carl or Candace failed to serve the alternate was to be Frost Bank.

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Prior to making that change Nelva emailed Candace asking if she would be willing to serve as co-trustee with Carl stating that she thought Candace had a better relationship with her siblings. (Exhibit G)

The 2007 Amendment was the first and only amendment to the trust signed by both Elmer and Nelva Brunsting. After the incapacitation or death of one of the founders, the trust could only be amended by a court of competent jurisdiction. The July 1, 2008 instrument was only signed by Nelva, clearly indicates that Elmer was incompetent, and therefore is invalid.

The trustees for the irrevocable decedent's trust at the death of Elmer Brunsting would be those named by both Elmer and.Nelva in the 2007 Amendment to the family Trust, and prior to Elmer's death there were no individual trustee appointments to be changed by Nelva alone.

This sound legal reasoning also applies to the invalidity of the alleged appointments dated August 25, 2010 and December 21, 2010, and the certificates of trust based thereon.

Defendants are not now and have never been de jure trustees for the irrevocable family or Decedent's Trust and defendant's motion disingenuously seeks to avoid any such deliberations.

Objection No. 2 Defendants' Motion is Disingenuous

Defendants improperly use their motion to advance irrelevant allegories. In Defendants' motion at page 3 they claim Plaintiff(s)' Petition(s) for Declaratory Judgment are ground in petty emotions:

> *"The chief change that prompted plaintiffs' challenge to the 8/25/10 QBD is that the co-trustees for Carl's and Candace's interest under the trust changed from: (1) Anita and Carl; to (2) Anita and Amy. Apparently, the change in co-trustees from Anita and Carl to Anita and Amy offends Carl and Candace"*

Defendants continue by contending that the focus of their Motion is very narrow and specific:

> *III. Argument & Authorities*
>
> *"This motion relates solely to plaintiffs challenges to the 8/25/10 QBD"*

Defendants make this claim while simultaneously using their Motion to advance a false thesis, to suggest false conclusions, to assume facts, to falsely claim honorable intentions, and to make numerous assertions about other matters already settled in plaintiff's favor or remaining in dispute, as if those matters were settled and established in defendant's favor.

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Defendants' go on to downplay the significance of their Trojan horse as negligible:

> *"For plaintiffs, the sole impact is the change in co-trustees from: (1) Anita and Carl; to (2) Anita and Amy"*

The evidence will, in fact, show the alleged change was from Carl and Candace to Anita and Amy, that the alleged change was improper and that the intended impact on Plaintiff(s) is the one stated in Anita's December 5, 2014 "Response to Candace's Motion for Distribution of Trust Funds".

On page 1 at item 4 Anita says:

> *"4. If the Court finds the in terrorem clause is enforceable, then Candace and Carl have no right to any distribution from the trust".*

In recent interrogatories and requests for fiduciary disclosures returned by Amy Brunsting June 25, 2015, Curtis asks a series of questions regarding the fiduciaries' distribution standards. The questions were taken directly from the Northern Trust Company web site informational area. Defendant's response to the inquiry they renumbered as 15 is telling:

> *"15. What circumstances should or should not exist prior to a distribution from "the trust"?*
>
> *RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (i.e., before Nelva's death or after Nelva's death) and is, therefore, vague.*
>
> *Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution"*

Is it trustees burdened with the fiduciary duties of loyalty and utmost good faith owed to beneficiaries Carl and Candace who are making these claims, or is it conflicted co-beneficiaries who seek to stifle inquiry into illicit conduct? The answer should be obvious.

The manifest impact of this alleged successor trustee "change" is alterations to the trust that could not be done under terms of the trust; actions prohibited by law and by the trust that have been performed and acts required by the terms of the trust that have not been performed and the negative impact of this "change" on the trust has been absolute economic devastation.

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Objection No. 3 Defendants' Motion is Vague and Productive Only of Confusion

Plaintiff Candace Louise Curtis objects to Defendants Amy and Anita Brunsting's Joint Motion for No-Evidence Partial Summary Judgment, on the ground that the Motion is vague and misleading.

Relevant to Defendants' Motion, two separate lawsuits were brought by two different plaintiffs, in two different courts, 14 months apart, with separate and distinct claims, notwithstanding the fact that both Plaintiffs' claims involve the same parties, acts and events, or that there are other related lawsuits involving additional defendants and claims.

Defendants' Motion makes numerous assertions while failing to distinguish between the plaintiffs, the lawsuits, or the pleadings, attempting to create some sort of egocentric mélange. This same amalgamation methodology of ambiguity is a fundamental defect of the 8/25/2010 QBD addressed in Curtis' Petition for Declaratory Judgment, but not mentioned in Defendants' Motion at all.

Plaintiffs are siblings not Siamese twins. The records and pleadings in one lawsuit cannot be juxtaposed as if they were the records and pleadings in the other. Using the term "plaintiffs" as a reference, without distinguishing the particular plaintiff, the particular case, or citing to the specific pleadings to which Defendants Amy and Anita Brunsting jointly refer, has created nothing but opacities.

The Proper Party, Case and Declaratory Judgment Distinctions

Plaintiff Carl Henry Brunsting filed suit against Amy, Anita and Carole Brunsting in the Harris County Probate Court, individually and as Executor for the estates of Nelva and Elmer Brunsting, seeking declaratory judgment and accounting, on the same day a hearing was held on Curtis' application for injunction in the federal court, April 9, 2013.

Plaintiff Candace Louise Curtis filed suit against Amy and Anita for breach of fiduciary, in the United States District Court for the Southern District of Texas on February 27, 2012, not raising any issues relating to the 8/25/10 QBD.

Plaintiff Curtis' pleadings in the federal court did not seek declaratory judgement until May 9, 2014, when she filed her first amended petition. Under the federal rules a plaintiff can only amend a complaint with leave of the Court, and only on an application showing the assent of opposing counsel, or a statement detailing efforts to obtain the assent of the parties and

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Document #: 5 Date Filed: 05/25/2016 Page 10 of 13

expressing the reasons for plaintiff's inability to do so. This is all in the public record and Plaintiff Curtis would respectfully ask the Court to take Judicial Notice of the Federal Record.[4]

The amendment to Curtis' federal complaint was part of a stipulation approved by Defendants' counsel, as stated in the application for the Court's leave to amend. The stipulation involved a number of concessions and conditions exemplified by: 1) an application for leave to amend; 2) the Amended Complaint; and 3) Plaintiff's Motion for Remand to this Court.

The stipulation for remand involved amending the complaint to: 1) add necessary Party Carole Brunsting; 2) add involuntary Plaintiff Carl Brunsting, thus polluting the diversity required by 28 USC §1332; and 3) the addition of declaratory judgment claims. The remand also included keeping the federal injunction in full force and effect as a condition of the remand.

The petitions for declaratory judgment added by Curtis' first amended petition do not mirror the petitions for declaratory judgment brought by Carl Brunsting.

SUMMARY OF PLAINTIFF'S RESPONSE TO DEFENDANTS' NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT

Defendants seek to trivialize several lawsuits involving conspiracy to steal the family inheritance, fraud, breach of fiduciary, co-mingling, self-dealing, and other secreted acts, as if such claims represent challenges to a single document and, more absurdly, a sibling rivalry motivated by petty emotions.

> *"Carl and Candace ("Plaintiffs") brought several proceedings alleging every conceivable means to challenge the 8/25/10 QBD"*

This statement of the record is a gross exaggeration. The 8/25/10 QBD is the object of two separate and distinct petitions for declaratory judgment, brought at dissimilar stages of separate proceedings by diverse plaintiffs.

The several lawsuits were by no means brought specifically to challenge the 8/25/10 QBD, as it is but a small piece in a much larger fraud mosaic.

---

[4] 4:12-cv-00592 Candace Louise Curtis v. Anita Kay Brunsting et al Case remanded to Harris County Probate Court No. 4. Kenneth M. Hoyt, presiding, Date filed: 02/27/2012, Date terminated: 05/15/2014, Date of last filing: 05/15/2014

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The respondent is not required to marshal its proof and need only point out evidence that raises a genuine fact question on the challenged elements."[5]

The absence of a reliable instrument in evidence forecloses Defendants' no-evidence challenge as improperly seeking to shift the burden of bringing forth evidence onto Plaintiff(s), who cannot be called upon to prove the non-existence of the asserted fact of its existence.

Plaintiff has shown substantially more than the marginal amount of evidence required to defeat Defendants' Motion. The burden of bringing forth evidence to establish the existence and validity of an 8/25/2010 QBD rests squarely upon these Defendants, who are the only proponents of the existence, validity and applicability of the instrument.

CONCLUSION

If one of the three exhibits of the 8/25/2010 QBD is a true and correct copy of an original wet signed document, what are the other two exhibits true and correct copies of?

If Nelva knowingly and willfully executed the 8/25/2010 QBD, why does she say in regard to what it purports "this not true"?

Why does the content of Candace Freed's Notary Log not conform to the requirements of Tex. Gov't Code §406.014, and why does it contain such unusual line/page anomalies?

If the 8/25/2010 QBD is benign, and merely changes trustee appointments as Defendants claim, why do they cling to it so dearly despite admitting no personal knowledge of its creation or execution?

Unless and until such an instrument can be physically produced and qualified as evidence with declaration as to the full chain of custody, the inquiries into whether Nelva signed the instrument and under what conditions are as moot as discussions of the applicability of the alleged instrument's content.

Plaintiff Candace Louise Curtis herein affirms, under penalty of perjury pursuant to the laws of Texas that the foregoing statements are true and correct and based upon personal knowledge.

---

[5] TEX. R. CIV. P. 166a(i)

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Furthermore, references to the record and the attached Exhibits are true and correct references and representations of the things to which they speak.

Plaintiff Candace Louise Curtis has herein presented sufficient evidence in response to Defendants' Motion for No-Evidence Partial Summary Judgment to raise a genuine issue of a material fact. The Court should properly deny Defendants' Motion for the numerous reasons shown, and Plaintiff so moves the Court.

Plaintiff seeks the above judicial remedy and prays for an order for Defendants to pay all costs associated with hearings on their Motion, including Plaintiff's transportation, lodging, meals and legal costs.

Respectfully submitted,

Candace Louise Curtis
Plaintiff *pro se*
218 Landana Street
American Canyon CA 94503
Tel: 925-759-9020
occurtis@sbcglobal.net

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 13th day of July 2015, to the following via e-service or email:

Bradley E. Featherston
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
brad@meddellawfirm.com

Attorney for Anita Kay Brunsting

Neal E. Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
nspielman@grifmatlaw.com

Attorney for Amy Ruth Brunsting

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Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098
bayless@baylessstokes.com

Attorney for Drina Brunsting,
Attorney in Fact for Carl Henry Brunsting

Darlene Payne Smith
Crain, Caton & James
Five Houston Center
1401 McKinney, 17th Floor
Houston, Texas 77010
dsmith@craincaton.com

Attorney for Carole Ann Brunsting

Candace L. Curtis

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NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
Plaintiff,	§	
V.	§	**NUMBER FOUR (4) OF**
ANITA KAY BRUNSTING, ET AL	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

ORDER DENYING DEFENDANTS' JOINT NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT

Having considered Plaintiff Candace Louise Curtis' Response to Defendants' Joint No-Evidence Motion for Partial Summary Judgment the Court is of the opinion that plaintiff has met her burden and Defendants' No-Evidence Motion should properly be DENIED.

It is so ordered;

SIGNED this _____ day of _____, 2015.

_____
JUDGE PRESIDING

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NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
Plaintiff,	§	
V.	§	**NUMBER FOUR (4) OF**
ANITA KAY BRUNSTING, ET AL	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

ORDER GRANTING PLAINTIFF'S MOTION TO PRODUCE EVIDENCE PURSUANT TO EVIDENCE CODE §§1002, 1003

Having considered Plaintiff Candace Louise Curtis' Motion and Demand to Produce Evidence pursuant to Evidence Code §§1002, 1003, the Court finds just cause to question the efficacy of copies of trust instruments and that the Plaintiff's Evidence Code Motion should be GRANTED.

Defendants will not be allowed to introduce copies of trust instruments alleged to have been signed by Nelva Brunsting after the death of Elmer Brunsting on April 1, 2009 except by stipulation between the parties or the approval of the Court and must produce only the original instruments.

It is so ordered;

SIGNED this _____ day of _____, 2015.

_____
JUDGE PRESIDING

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NO. 412,249-401

CANDACE LOUISE CURTIS	§	**IN PROBATE COURT**
	§	
Plaintiff,	§	
	§	
V.	§	**NUMBER FOUR (4) OF**
	§	
ANITA KAY BRUNSTING, ET AL	§	
	§	
Defendants.	§	**HARRIS COUNTY, TEXAS**

ORDER DENYING DEFENDANTS' JOINT NO-EVIDENCE MOTION FOR PARTIAL SUMMARY JUDGMENT AND GRANTING PLAINTIFF'S MOTION AND DEMAND TO PRODUCE EVIDENCE PURSUANT TO EVIDENCE CODE §§1002, 1003

Having considered Plaintiff Candace Louise Curtis' Response to Defendants' No-Evidence Motion for Partial Summary Judgment and her Motion and Demand to Produce Evidence Pursuant to Evidence Code §§1002, 1003, the Court is of the opinion that plaintiff has met her burden and the Defendants' No-Evidence Motion should be DENIED.

The Court further finds just cause to question the efficacy of copies of trust instruments and that the Plaintiff's Evidence code §§1002, 1003 Motion should be GRANTED. Defendants will not be allowed to introduce any alleged copies of trust instruments alleged to have been signed by Nelva Brunsting after the death of Elmer Brunsting on April 1, 2009 and must produce only the original wet signed instruments.

It is so ordered;

SIGNED this _____ day of _____, 2015.

_____
JUDGE PRESIDING

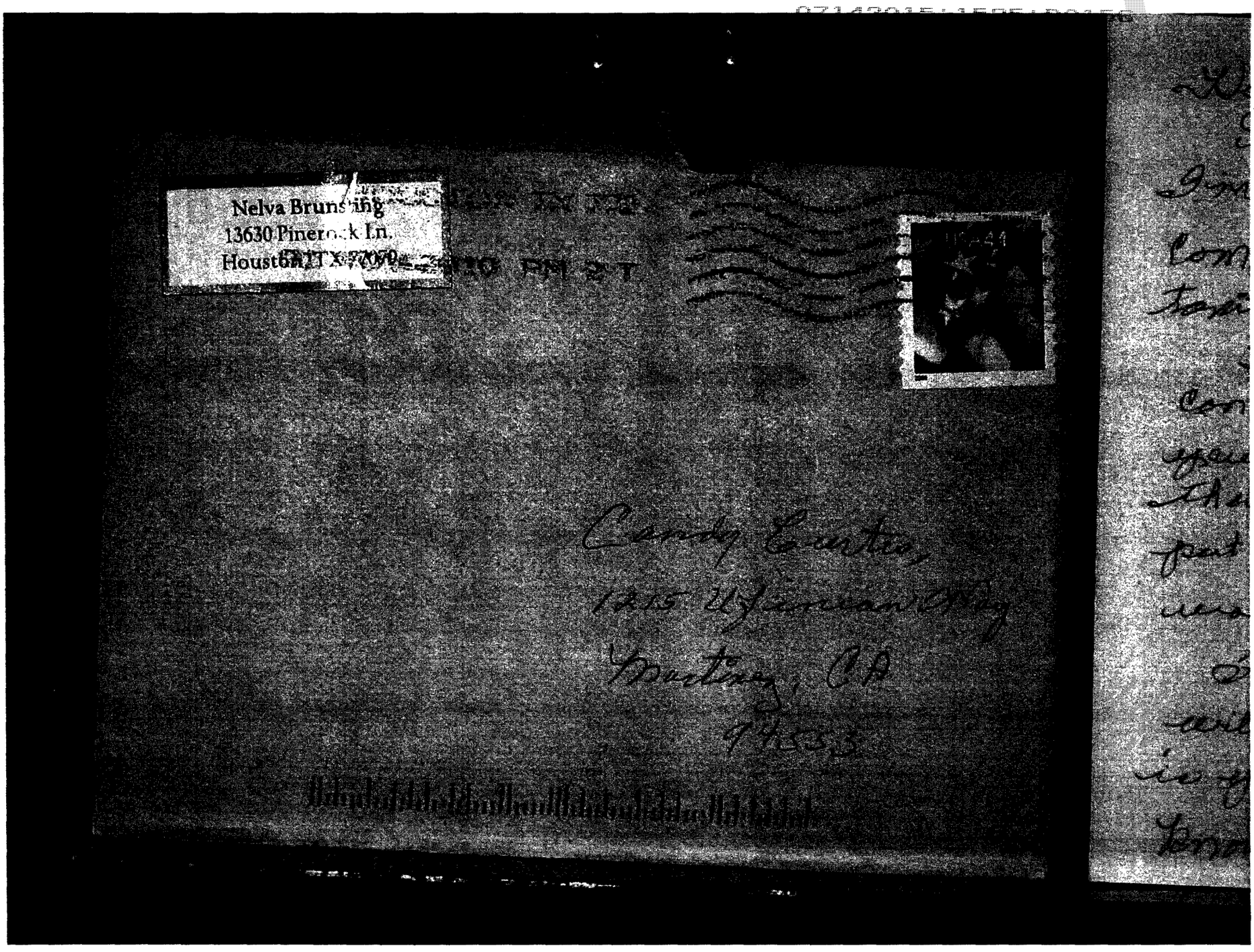
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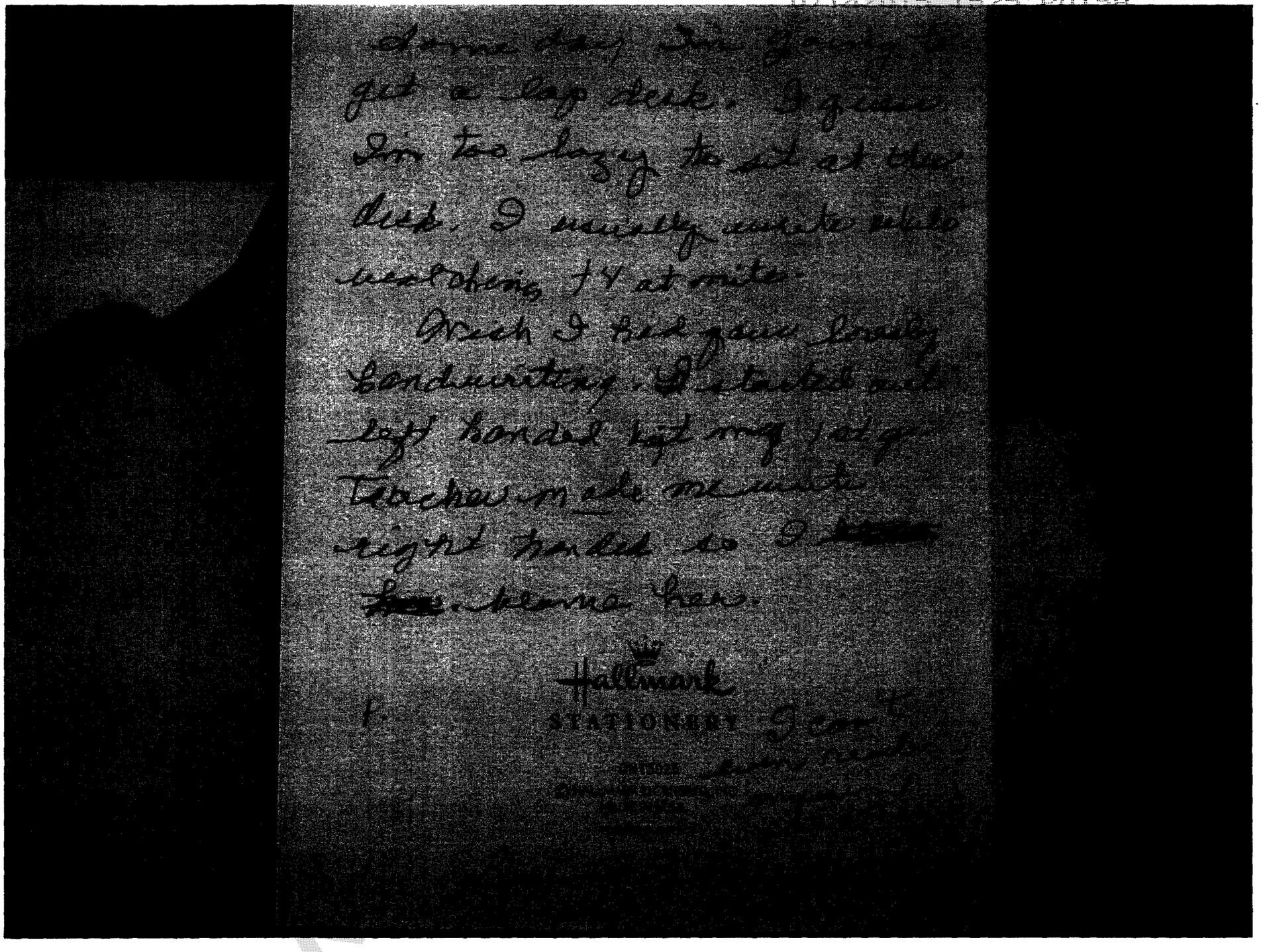
EXHIBIT

A

25 02 25 25 25


Nelva Brunsing
13630 Pinerock Ln.
Houston, TX 77070
Candy Easter,
1215 Hyacinth Way
Vacaville, CA
95353

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Some day I'm going to get a lap desk. I guess I'm too lazy to sit at the desk. I mostly write while watching TV at night.

Which I had given lovely handwriting. I started out left handed but my 1st grade Teacher made me write right handed so I [redacted] Hanna Hare.

Hallmark

STATIONERY I can't even read

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EXHIBIT
B

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ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace Lynne Kunz Freed

Notary Public, State of Texas

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Exhibit P-40_p37 USCA5 399

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

Nelva E. Brunsting
NELVA B. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

Nelva E. Brunsting
NELVA B. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA B. BRUNSTING, in the capacities stated therein.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace Lynne Kunz Freed
Notary Public, State of Texas

EXHIBIT
P-40_p37
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EXHIBIT
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VACEK & FREED, PLLC

ALBERT E. VACEK, JR.*
SUSAN S. VACEK
CANDACE L. KUNZ-FREED
PAUL J. BROWER
JULIE A. MATHIASON
BERNARD L. MATHEWS, III, *Of Counsel*
*Board Certified Estate Planning and Probate Law
Texas Board of Legal Specialization

11777 Katy Freeway, Suite 300 South
Houston, Texas 77079

(281) 531-5800
1-800-229-3002

Telefax (281) 531-5885
E-mail Address: consult@vacek.com

January 15, 2013

Mr. Rik Munson
218 Landana St.
American Canyon, CA 94503

Dear Mr. Munson:

Per your request, enclosed are copies of my notary pages for book entries dated August 25, 2010 and December 21, 2010. The additional pages you request for dates June 1, 2010 through April 15, 2012 total 24 pages. Please remit the exact fee of $12.00 for these additional pages, if you so request them. You will need to once again provide a self-addressed return envelope for these additional copies.

Finally, you will find a check for $8.00 payable to you for the return of the money order you previously submitted, less the cost of the four pages included herein. I am unable to hold these funds on account.

Sincerely,

Candace L. Kunz-Freed

Candace L. Kunz-Freed

CLF/sp
Enclosures

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	Notarization Date/Time	Document Date	Type of Notarization	Name of Signer	Signer's Signature	Signer's Address and Telephone Number
161	11/22/10	11/22/10		Shelley Cates	X Shelley Cates	19311 Jolandwoods Dr. Houston TX 77095
162	11/24/10	11/24/10		Floy Stockdick	X Floy Stockdick	6011 Franz Katy, TX 77493
163	11/24/10	11/24/10		Roseanne Lopez	X Roseanne Lopez	6005 Franz Katy, TX 77493
164	12/1/10	12/1/10		Dr. C.V. Beghtol	X CV Beghtol	11454 Valley Spring Houston TX 77043
165	12/9/10	12/9/10		M. Chan	X M Chan	21326 Rose Hollow Ln Houston/Katy TX 77450
166	12/14/10	12/14/10		Irene Kovar	X Irene Kovar	
167	12/21/10	12/21/10		Delva Brunsting	X Delva E Brunsting	13630 Pinerock Houston TX 77079
168	12/2/10	2/21/10		Anita Brunsting	X Anita Brunsting	203 Bloomingdale Cir Victoria, TX 77904
169	12/21/10	2/21/10		Norma C. McKay	X Norma C. McKay	8010 Nott St. Houston, Texas
170	12/29/10	12/29/10		Kyung Jacobs	Kyung Jacobs	8326 Ash Garden Ct. Houston, TX 77083
171	12/30/10	12/30/10		J.W. Burns	X J.W. Burns	10806 Inwood Hou. TX 77042
172	1/03/11	1/03/11		Kyung Jacobs	X Kyung Jacobs	8326 Ash Garden Ct. Houston, TX 77083
173	1/26/11	1/26/11		John Sutherland	X John A Sutherland	915 Conchman Lane Hou TX 77079
174	1/26/11	1/26/11		Ellen Sutherland Dodd	X Ellen Sutherland Dodd	Podere Binacco 58020 Scarlino (GR) Italy
175	1/26/11	1/26/11		Karen Lee Cook	X Karen Lee Cook	3210 Deer Trail Pearland TX 77584
176	2/9/11	2/9/11		M. Chan	X M Chan	21326 Rose Hollow Ln Katy TX 77450

Notarial Seal

Type of Identification (☐ D.L. ☐ I.D. Card ☐ Personally Known ☐ Credible Witness ☐ Passport ☐ Other)	Description of Document, Additional Information, or Comments	Fee	Signer's Right Thumbprint	
Personal Knowledge	HIPAA → PAT TRUSTEES DESIGNATION OF SUCCESSOR TEE Certi. of Tr.	$ ~~0~~	161 Top of Thumbprint	162 Top of Thumbprint
ersonal Knowledge	Qualified Benef. Design.	$		
ersonal Knowledge	Appt. of Succ Trustees	$	163 Top of Thumbprint	164 Top of Thumbprint
rsonal Knowledge	Qualified Benef. Designation	$		
	Funding Pkg. COTS(ST) DT, LT (3) Med POA HIPAA QBD, APPT SUCC TEE Gwdi's and AE Knowl.	$		
sonal Knowledge	Amended Affidavit/Oath.	$	165 Top of Thumbprint	166 Top of Thumbprint
ersonal Knowledge	Appt. of Succ Tee Resignation documents.	$		
sonal Knowledge	COT's (3)	$	167 Top of Thumbprint	168 Top of Thumbprint
Personal Knowledge	Acceptance as Succ Trustee	$		
ersonal Knowledge	Beneficiary form for Chase IRA	$	169 Top of Thumbprint	170 Top of Thumbprint
ersonal Knowledge	Birth Certificate Correction	$		
P.K.		$	171 Top of Thumbprint	172 Top of Thumbprint
ersonal Knowledge	Farmers Insurance Claim Trustee Stmt for LT	$		
ersonal Knowledge	Resignation of Tee Med POA	$	173 Top of Thumbprint	174 Top of Thumbprint
ersonal Knowledge	Accept of Succ Co Tee COT, Delegation of Auth	$		
ersonal Knowledge	Accept of Succ Co Tee COT Accept of Delegation	$	175 Top of Thumbprint	176 Top of Thumbprint
Personal Knowledge	Funding (PMZ) Med POA; COT's (3) Deed HS, Deed other, Assign P/P.	$		

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	Notarization Date/Time	Document Date	Type of Notarization	Name of Signer	Signer's Signature	Signer's Address and Telephone Number
129	7/22/10	7/22/10	in office	Robert Holmes	X Robert Holmes	13218 Verbena Houston TX 77083
130	7/23/10	7/23/10	in office	Nancy Kanistanaux	X Nancy L. Kanistanaux	1873 Birchwood Dr. Okemos, MI 48864
131	7/27/10	7/27/10		Carol L. Noyes	X Carol L. Noyes	6206 Summerfield Ln Spring, TX 77379
132	7/27/10	7/27/10		Karen Renee Noyes	X Karen Renee Noyes	13819 CADY COURT HOUSTON, TX 77077
133	7/27/10	7/27/10		Lisa Hanney	X Lisa Hanney	5706 Lone Cedar Kingwood, TX 77345
134	8/3/10	8/3/10	in office	Laurie Goodbold	X Laurie Goodbold	8148 Willow Forest Dr. Tomball TX 77375
135	8/10/10	8/10/10	" "	" "	Laurie Goodbold	" "
136	8/17/10	8/17/10		Irene R. Goddard	X Irene R. Goddard	1510 Breezy Bend Katy TX 77494
137				Fred Ben Himbury	Fred Ben Himbury	
138				Patricia Rhea Mullins	Patricia Rhea Mullins	
139				Suzan Faye Stringer	Suzan Faye Stringer	
140				Phyllis Himbury Delaney	Phyllis Himbury Delaney	
141	8/25/10			Nelva Brunstrong	X Nelva E. Brunstrong	13630 Piping Rock Houston TX 77079
142	8/26/10			Betty Jean Barney	X Betty Jean Barney	8915 Opelika Houston TX 77080
143	9/8/10			Mark R. Yarbrough	X Mark R. Yarbrough	4101 Monterey Oaks Blvd #122-1 Austin Tx 78749
144	9/8/10			Jeffrey J. Yarbrough	X Jeffrey J. Yarbrough Jr	2617 Piping Rock Tr. Austin TX 78748

Approved

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Type of Identification (☐ D.L. ☐ I.D. Card ☐ Personally Known ☐ Credible Witness ☐ Passport ☐ Other)	Description of Document, Additional Information, or Comments	Fee	Signer's Right Thumbprint	
Personal Knowledge	Merrill Lynch DT Merrill Lynch ST	$	129 Top of Thumbprint	130 Top of Thumbprint
		$		
~~Personal~~ Knowledge)	COT for Noyes FLT	$	131 Top of Thumbprint	132 Top of Thumbprint
Personal Knowledge)	COT for Noyes FLT	$		
Personal Knowledge)	COT for Noyes Family Living Trust	$	133 Top of Thumbprint	134 Top of Thumbprint
~~COTS(8)~~ Personal Knowledge)	COTS(8) Funding Bks.	$		
	Funding forms	$ —	135 Top of Thumbprint	136 Top of Thumbprint
Personal Knowledge	Funding Bk.	$		
		$	137 Top of Thumbprint	138 Top of Thumbprint
		$		
		$	139 Top of Thumbprint	140 Top of Thumbprint
		$		
P.K.		$	141 Top of Thumbprint	142 Top of Thumbprint
Personal Knowledge	QBD, COTS(3) MCDPOA, DGPOA, APPT SUCC TEE DEED	$		
Personal Knowledge CC	SS4 COTS Aff of Heir Mtr. Vehicle (2)	$	143 Top of Thumbprint	144 Top of Thumbprint
Personal Knowledge CC	SS4 Aff. Heirship for Mtr. Veh (2)	$		

96-02-525-5-02-25-20

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EXHIBIT D

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APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended, (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and,

WHEREAS, ELMER H. BRUNSTING is no longer able to manage his financial affairs, as is evidenced by the physicians' letters attached. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone

WHEREAS, the said NELVA E. BRUNSTING is desirous of her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death, disability or for any other reason, then the following individuals will serve as successor Co-Trustees:

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

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1. **Successor Trustee Required to Provide an Authorization For Release of Protected Health Information**

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. **Obtain the Release of Protected Health Information**

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

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In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other

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personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next

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successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

WITNESS MY HAND on July 1, 2008.

Nelva E. Brunsting
NELVA E. BRUNSTING,
Founder and Original Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on July 1, 2008 NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace L Kurz-Freed
Notary Public, State of Texas

CANDACE LYNNE KURZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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CERTIFICATE OF TRUST

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the subject trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING, died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust Agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. For purposes of asset allocation, transfer of property into the trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the said trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the BRUNSTING FAMILY LIVING TRUST is 481-30-4685.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the remaining original Trustee fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

   If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

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5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their powers over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING, as Founder and Trustee.

Witness my hand and official seal.

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

Candace Lynne Kunz Freed

Notary Public, State of Texas

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CERTIFICATE OF TRUST
FOR THE
ELMER H. BRUNSTING **DECEDENT'S TRUST**

The undersigned Founder hereby certifies the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, Founders and original Trustees. The full legal name of the original trust was:

   ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

2. ELMER H. BRUNSTING died on April 1, 2009. Therefore, pursuant to Article IV, Section B, of the Brunsting Family Living Trust agreement, the remaining original Trustee, NELVA E. BRUNSTING, continues to serve alone.

3. The BRUNSTING FAMILY LIVING TRUST authorized the creation of the subsequent irrevocable trust known as the ELMER H. BRUNSTING **DECEDENT'S TRUST**. For purposes of asset allocation, transfer of property into the Decedent's Trust, holding title to assets, and conducting business for and on behalf of the trust, the full legal name of the Decedent's Trust shall now be known as:

   NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

   The tax identification number of the ELMER H. BRUNSTING **DECEDENT'S TRUST** is 27-6453100. The Trust is irrevocable and no longer qualifies as a grantor trust.

   An acceptable abbreviation for account titling is as follows:

   NELVA E. BRUNSTING, Tee of the ELMER H. BRUNSTING DECEDENT'S TR dtd 4/1/09, as est UTD 10/10/96.

4. Pursuant to that certain Appointment of Successor Trustees dated July 1, 2008, if the said NELVA E. BRUNSTING, the surviving original Trustee, fails or ceases to serve as Trustee by reason of death, disability or for any reason, then the following individuals will serve as successor Co-Trustees:

   CARL HENRY BRUNSTING and ANITA KAY BRUNSTING

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CARL HENRY BRUNSTING and ANITA KAY BRUNSTING shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then CANDACE LOUISE CURTIS shall serve as sole successor Trustee. In the event CANDACE LOUISE CURTIS is unable or unwilling to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

5. The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the trust name. All powers of the Trustee are fully set forth in Article XII of the trust agreement.

6. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee over trust property.

7. No person or entity paying money to or delivering property to any Trustee shall be required to see to its application. All persons relying on this document regarding the Trustees and their power over trust property shall be held harmless for any resulting loss or liability from such reliance.

A copy of this Certificate of Trust shall be just as valid as the original.

The undersigned certifies that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Harris, in the State of Texas, on February 24, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing Certificate of Trust was acknowledged before me on February 24, 2010, by NELVA E. BRUNSTING as Founder and Trustee.

Witness my hand and official seal.

Candace Kunz Freed

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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EXHIBIT E

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FIRST AMENDMENT TO THE RESTATEMENT TO
THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, hereby amend the said Trust, as follows, to-wit:

1. The said trust entitled "The Brunsting Family Living Trust dated October 10, 1996" is hereby amended so that any and all references to "ANITA RILEY" shall be to "ANITA BRUNSTING". Said correction is incorporated herein as a part of the Brungsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article IV, Section B of the said Trust entitled "Our Successor Trustees" is hereby amended so that from henceforth Article IV, Section B is replaced in its entirety with the Article IV, Section B set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996, as restated on January 12, 2005, for all purposes.

3. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

4. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS OUR HANDS this the 6th day of September, 2007.

Elmer H Brunsting
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E Brunsting
NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of September, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Candace L Kunz-Freed
Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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EXHIBIT "A"

Article IV

Our Trustees

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Co-Trustees:

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

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EXHIBIT F

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A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

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Case 3:25-cv-02475-S Document 1-7 Filed 09/12/25 Page 1 of 1 PageID 54

EXHIBIT
G

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20070925-0025452 Pages: 5

From: Nelva Brunsting
To: Candy Curtis
Date: Saturday, July 28, 2007 7:16:21 AM

Hi: I have a question for you Candy. Would you be willing to serve as co-trustee with Carl? Amy is on there now but I'm going to take her off because I don't think she is stable enough. I'll think of a good excuse so she won't get her feelings hurt. It might entail a trip or two when the time comes(doesn't that sound ominous???!!) but you would b paid for your traveling expenses. I think you have a better relationship with your siblings than she. Let me know.

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RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

TAB 32

CF

412249-402

FILED
10/8/2018 5:43 PM
Stan Stanart
County Clerk
Harris County
Harris County - County Probate Court No. 4

CANDACE LOUISE CURTIS Plaintiff, v Anita Kay Brunsting, Amy Ruth Brunsting, Does 1-100 Defendants.	§	CIVIL ACTION NO. 4:12-cv-00592 Harris County Probate No. 4 No 412,249-402 Breach of Fiduciary
CARL HENRY BRUNSTING Individually ~~and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting~~ vs ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a Nominal Defendant Only: Candace Louise Curtis	§	Harris County Probate No. 4 ~~No 412,249-401~~
IN RE: ESTATE OF NELVE BRUNSTING DECEASED	§	~~412,249~~ IN THE PROBATE COURT NUMBER FOUR (4) OF HARRIS COUNTY, TEXAS

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

NOMINAL DEFENDANT'S VERIFIED FIRST AMENDED PLEA IN ABATEMENT

TO THE HONORABLE JUDGE OF SAID COURT:

1. Comes now Candace Louise Curtis, Nominal Defendant in the above titled and numbered cause and files this Motion to Dismiss, herein respectfully moving this Honorable Court for an Order of Abatement, dismissing the above-titled and numbered action on jurisdictional ground.

2. Relator, would respectfully notice this Honorable Court that lawsuits involving the same inherently interrelated subject matter, persons, transactions, events, substantive rights, questions of law and fact, and requiring construction of the same instruments, **have been filed in three separate courts**.

3. This can only lead to the gross and unnecessary waste of economic and judicial resources, as a case tried in the wrong court will automatically be reversed on appeal after judgment. Therefore, Nominal Defendant Curtis herein moves the Court to abate this third suit, that the matter may proceed in the Court of Dominant Jurisdiction.

STATEMENT OF CASE

4. In 1996, Elmer H. and Nelva E. Brunsting, Texas residents, established the Brunsting Family Living Trust ("the Trust") for the benefit of their offspring. At the time of its creation, the Trust was funded with various assets. Both the will of Mr. Brunsting and the will of Mrs. Brunsting (collectively "the Brunstings' Wills") include pour-over provisions, providing that all property in each estate is devised and bequeathed to the Trust.

5. Elmer H. Brunsting passed away on April 1, 2009, and Nelva E. Brunsting passed away on November 11, 2011. The current dispute arises out of the administration of the Trust. The beneficiaries, Candace Curtis, Carole Brunsting, Carl Brunsting, Anita Brunsting, and Amy Brunsting, are siblings.

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The First Brunsting Trust Related Lawsuit

6. On February 27, 2012, Candace Curtis ("Curtis") filed a breach of fiduciary suit into the United States District Court for the Southern District of Texas under diversity jurisdiction.[1]

7. That complaint alleged that Anita and Amy Brunsting, while acting as co-trustees of the Trust, had breached their fiduciary duties to Curtis, a beneficiary of the Trust. Specifically, she alleged that Anita and Amy had failed to provide her with documents related to administration of the Trust and had failed to provide accurate and timely accounting. The complaint alleged claims for breach of fiduciary duty, extrinsic fraud, constructive fraud, and intentional infliction of emotional distress. Curtis sought compensatory damages, punitive damages, a temporary restraining order against "wasting the estate," and an injunction compelling both an accounting of Trust property and non-probate assets, as well as production of documents and accounting records.

8. On March 1, 2012, the District Court denied Curtis' application for a temporary restraining order and injunction because the Defendants had not been served with process. In the order the District Court noted that it "*appears that the court lacks subject matter jurisdiction over the claim(s) asserted.*" On March 6, 2012, in response to the lis pendens Curtis had filed related to property in Texas and Iowa, Anita and Amy, represented by Vacek & Freed staff attorney Bernard Mathews, filed an emergency motion to remove the lis pendens.

9. The motion noted that it was subject to the Defendants' contention that the federal district court lacked subject matter jurisdiction under the probate exception to federal court jurisdiction, an issue that the Defendants said would be raised in a separate Rule 12(b) motion to dismiss.

10. On March 8, 2012, following a telephone conference with the parties, the District Court Judge entered a sua sponte order dismissing the case for lack of subject matter jurisdiction. In

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[1] *Candace Louise Curtis vs. Anita and Amy Brunsting and Does 1-100 No. 4:12-cv-592 filed 2/27/2012*

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doing so, he concluded that the case falls within the probate exception to federal diversity jurisdiction. Plaintiff Curtis filed timely Notice of Appeal[2].

11. On March 9, 2012 Attorney Bobbie G. Bayless (Bayless) representing Carl Brunsting (Carl) filed "*Carl Henry Brunsting's Verified Petition to Take Depositions Before Suit*" No. 2012-15538 in the 80th Judicial District Court of Harris County. Thus, while Plaintiff Curtis' breach of fiduciary lawsuit was on appeal, Bayless was moving forward with deposition and discovery.

12. On January 9, 2013 the Fifth Circuit Court of Appeals announced their unanimous opinion in No. 12-20164, published *Curtis v Brunsting 704 F.3d 406* (Jan 9, 2013), in which the Justices determined Curtis' claims for breach of fiduciary duty against the co-trustees of an inter vivos trust did not implicate the probate exception.

> *HN5 As a threshold matter, the probate exception only applies if the dispute concerns property within the custody of a state court. The federal court cannot exercise in rem jurisdiction over a res in the custody of another court. Both of the Brunstings' Wills were admitted to probate after the district court dismissed the case, and probate proceedings are ongoing.11 However, nothing suggests that the Texas probate court currently has custody or in rem jurisdiction over the Trust. It likely does not. HN6 Assets placed in an inter vivos trust generally avoid probate, since [*410] such assets are owned by the trust, not the decedent, and therefore are not part of the decedent's estate.12 In other words, because the assets in a living or inter vivos trust are not property of the estate at the time of the decedent's death, having been transferred to the trust years before, the trust is not in the [**8] custody of the probate court and as such the probate exception is inapplicable to disputes concerning administration of the trust. The record also indicates that there would be no probate of this Trust's assets upon the death of the surviving spouse.13 Finding no evidence that this Trust is subject to the ongoing probate proceedings, we conclude that the case falls outside the scope of the probate exception. The district court below erred in dismissing the case for lack of subject-matter jurisdiction.*
>
> *IV.*
>
> *For the reasons set forth above, we REVERSE the district court's dismissal of the case and REMAND for further proceedings.* ***REVERSED AND REMANDED.***

[2] Fifth Circuit Appeal No. 12-20164

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The Second Brunsting Trust Related Lawsuit

13. On January 29, 2013 Bayless filed a malpractice suit against Brunsting trust and estate plan attorneys Vacek & Freed in the Harris County District Court styled:[3] *Carl Brunsting Executor for the Estate of Nelva Brunsting*[4].

Back in the United States District Court for the Southern District of Texas

14. On April 9, 2013 there was a hearing in the Southern District of Texas on Curtis' renewed application for a preliminary injunction. Judge Hoyt issued the injunctive order at the conclusion of the hearing which he published on April 19, 2013. In the Order Judge Hoyt summarized Plaintiff Curtis complaint as follows:

> *"She asserts that, as co-trustees, the defendants owe a fiduciary duty to her to "provide [her] with information concerning trust administration, copies of trust documents and [a] semi-annual accounting." According to the plaintiff, the defendants have failed to meet their obligation and have wrongfully rebuffed her efforts to obtain the information requested and that she is entitled."*
>
> *"The record also reflects that the defendants have failed to provide the records requested by the plaintiff as required by Article IX-(E) of the Trust. Nor is there evidence that the Trustee has established separate trusts for each beneficiary, as required under the Trust, even though more than two years has expired since her appointment."*

15. In essence the Court found all of the elements necessary to issue the injunction which just happen to also be all the elements necessary to establish Curtis' claim that Anita Brunsting, while occupying the office of trustee, had breached the fiduciary duties owed to her as a beneficiary of the Brunsting Trusts.

The Third Brunsting Trust Related Lawsuit

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[3] No. 2013-05455 164th Judicial District Court of Harris County Texas
[4] Made a part of the probate court record in Case 412,249 [03032016: 1510: P0065]

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16. April 9, 2013, Bayless knew the Harris County District Court was the second court to entertain the Brunsting trust controversy when she filed a third action exclusively related to the Brunsting inter vivos trusts in Harris County Probate Court Four (4) No. 412,249-401 styled:

> *CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting*
> *vs.*
> *ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS*

17. At this juncture, regardless of the way they are styled, the theories pled or the parties named, lawsuits arising from a common nucleus of operative facts have been filed in three separate courts. Whether or not either state court action properly involved the Brunsting Trusts when filed, and whether or not either state court can render a binding judgment under the conditions present here, is a valid inquiry better had before trial than after.

In the United States District Court for the Southern District of Texas

18. On May 9, 2013 United States District Court Judge Kenneth Hoyt issued an Order appointing a Special Master to perform an accounting of the Brunsting Trusts. The trustees were ordered to cooperate with the Special Master in the Performance of his duties. It was this inquiry that produced evidence of misapplication of fiduciary and self-dealing.

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DOMINANT COURT JURISDICTION

The Multiplication Factor

19. "Courts are erected to settle controversies, not to multiply them." *Cleveland v. Ward*, 285 S.W. 1063, 1071 (1926).

> *"The general common law rule in Texas is that the court in which suit is first filed acquires dominant jurisdiction to the exclusion of other coordinate courts." As a result, when two suits are inherently interrelated, "a plea in abatement in the second action must be granted."*[5]

20. On August 17, 2018, Relator filed a Plea in Abatement raising the dominant jurisdiction question. In Item 2 of Bayless' "*Response to Plea in Abatement*" she states:

> *"2. An abatement based on dominant jurisdiction must be alleged and proved by Curtis. That burden requires Curtis to prove that a suit is still pending in another court which involves the same parties and the same dispute. Wyatt v. Shaw Plumbing Company, 760 S.W.2d 245 (Tex. 1988)."*

21. The dominant jurisdiction analysis proceeds in three distinct parts and begins by asking whether we must reach the dominant-jurisdiction question at all.

22. *Wyatt v. Shaw Plumbing Co. supra.*, explains that this question only arises "[w]hen an inherent interrelation of the subject matter exists in two pending lawsuits." Thus, we first ask whether there is an inherent interrelation between the subject matter of the two pending lawsuits that triggers the dominant-jurisdiction question here.

23. Bayless filed a Petition for Partial Summary Judgment in this Court on July 9, 2015. At page 2 Bayless states:

> *Summary Judgment Issues*

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[5] *Curtis v. Gibbs*, 511 S.W.2d 263, 267 (Tex. 1974).

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*This is a case involving, **among other things, a dispute about changes**[6] **purportedly made to a trust of which all of the parties are beneficiaries**, as well as the administration of that trust and disbursements made from that trust after the parties' mother resigned as trustee and Defendant, Anita Kay Brunsting ("Anita"), took over the trustee duties. This Motion for Partial Summary Judgment seeks relief on two specific points at issue in this case.*
1. Carl seeks a determination, as a matter of law, that the August 25, 2010 Qualified Beneficiary Designation is null and void because it violates the terms of the Brunsting Family Living Trust as restated on January 12, 2005 (the "Family Trust") which prohibits amendments after the death of the first founder. Elmer, the first founder to die, died in 2009. (Exhibit 4, p. P4347).

24. Five days later, on July 14, 2015, Bayless filed a Motion to Transfer the District Court case to Probate Court Four (4)[7] in which **Bayless herself said** the actions were related:

"The District Court Case is related to the probate proceedings and indeed to this cause of action. The issues in the District Court Case and this case are related and the damages sought in each action are potentially impacted by the other. Many of the same witnesses and some of the same evidence will also be used in both cases."

25. In Bayless "Response to Plea in Abatement" she claims (*emphasis added*):

*"4. The assertion is also made by Curtis that the existence of the legal malpractice action filed in Harris County District Court against Vasek & Freed, who prepared the trust instruments at issue, can be asserted to support some type of dominant jurisdiction in a court other than this one. Curtis is not even a party to that proceeding. **The proceeding involves legal malpractice issues, and does not involve the same parties or really even the same dispute."***

26. That is exactly the opposite of what Bayless' said in her District Court Complaint. In Bayless District Court Complaint against Vacek & Freed at page 2 she claims:

"5. Other parties and entities involved in the facts relevant to this petition but who are not named as defendants herein include the following:"

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[6] This is essentially what Plaintiff Curtis said in **her** First Amended Federal Complaint
[7] 2015-07-14 Motion to Transfer the District Court case to Probate Court Four (4) [Case 412249-401 PBT-2015-228888]

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27. Bayless then lists the family trust and all the trust beneficiaries, except Carl, and on page 3 she describes exactly what the District Court case is about.

> *"This is a case involving Defendants' negligence, breach of fiduciary duty and other acts or omissions in their representation of Elmer and Nelva, both individually and in their capacities as trustees of the Family Trust. Defendants' actions constitute negligent misrepresentation, negligence per se, deceptive trade practices, conversion, fraud, commercial bribery, breaches of their fiduciary duties, as well as aiding and abetting, assisting and encouraging repeated breaches of*
> *-3-*
> *fiduciary duty. Alternatively, a conspiracy existed between Defendants, and the Current Trustees for that unlawful purpose.*
> *The Defendants assisted the Current Trustees in implementing a scheme to change the terms of the Family Trust, to ultimately remove Nelva from her position as trustee of the Family Trust, and to improperly remove assets from Elmer and Nelva's estates and from the Family Trust.*
> *Because of the actions of the Defendants, the Current Trustees were able to alter Elmer and Nelva's wishes, resulting in the improper transfer of assets to Anita, Amy, and Carole, all to Plaintiffs detriment."*

28. Bayless says, "*a conspiracy existed between Defendants, and the Current Trustees*". When Bayless says "Defendants" she is talking about the defendants in the District Court. When she says "Current Trustees" she is talking about the (de facto Trustee) defendants in the Probate Court.

29. In Bayless' *Memorandum in Support of Motion to Transfer*[8] she argues:

> *"Transfer to the 164th Judicial District Court of Harris County, Texas, the Honorable Smoots-Hogan presiding, would be perfectly acceptable to Plaintiff, but because the Harris County Probate Court is a statutory Probate Court a transfer of the probate proceedings to the District Court is not authorized under Estates Code Chapter 32."*

[8] 2016-03-02 Case 412249-401 PBT-2016-71625 Bayless Memorandum in Support of Motion to transfer

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30. Bayless filed her Brunsting Trust related claims in the District Court in the name of the Estate of Nelva Brunsting knowing that the controversy over the administration of the Brunsting inter vivos trusts was not a probate matter.

31. Now Bayless argues that because she filed a related lawsuit against "*current trustee co-conspirators*" in a Probate Court, that it is suddenly a probate matter governed under the Estates Code.

32. The fact that Harris County Probate Court is a statutory Probate Court does not convert the in personam breach of fiduciary trust administration matter into an in rem probate procceding, nor does it convert the non-probate assets of the Brunsting trusts into assets belonging to the decedent's estate subject to probate.

33. On page three of her *Memorandum in support of Motion to Transfer* **Bayless states**:

> *"The Consideration of Relatedness*
> *The legal theories are irrelevant, as the standard for determining relatedness for consolidation purposes is measured by the facts and whether the actions are so related that the evidence presented will be material, relevant, and admissible in each case.*
> *Once we have established that the cases are related the questions become whether or not consolidation would 1) promote judicial economy and the efficient administration of Justice, 2) reduce the burden of duplicate hearings on the witnesses and the Court, 3) Reduce the risk of conflicting findings of fact or conclusions of law 4) or, in the negative, whether consolidation would be productive of prejudice to the Defendants or confusion for the jury.*
> *Under examination it becomes inarguable that the summary judgment motions and petitions for declaratory judgment in the two pending suits turn on but one set of facts, and that the cases are so factually related that the evidence presented will be material, relevant, and admissible in each case."*

34. Bayless' final argument in her opposition to the Plea in Abatement is focused on Curtis' March 2, 2016 Motion in Support of Transfer. On page 1 of Bayless' Memorandum in Support of her Motion to Transfer, Bayless states:

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"A previous transfer motion was filed by Carl Brunsting, February 9, 2015, in estate case 412249 (PBT-2016-44972). The motion was discussed at a hearing in July 2015, but no hearing on the motion was ever set. Opposition to the transfer motion was filed July 17, 2015 by V & F (PBT -2015-234080) in which they:

> *"adamantly oppose transfer and believes the 164th Judicial District Court of Harris County, Texas, the Honorable Smoots-Hogan presiding should decide the dispute between Brunsting and V & F"*

1

Transfer to the 164th Judicial District Court of Harris County, Texas, the Honorable Smoots-Hogan presiding, would be perfectly acceptable to Plaintiff, but because the Harris County Probate Court is a statutory Probate Court a transfer of the probate proceedings to the District Court is not authorized under Estates Code Chapter 32."

35. While this may be true for "probate proceedings", the Brunsting inter vivos trusts contain only non-probate assets that do not come within the definition of a "probate matter".[9]

36. This fundamental distinction was the focus of the Texas Court of Appeals in Mayfield v Peek[10], a case decided February 28, 2017, where there was a guardianship, a probate, and a trust lawsuit. At its core the Mayfield case involved two siblings fighting over an inheritance from their parents. The two principal issues before the Court were not so much the merits of the dispute, but whether one sibling had standing to complain of the other's actions, and in what court the fight should take place.

37. Mayfield filed claims in the District Court of Dallas claiming in part that her brother, Appellee Gary Bruce Peek, (Bruce) prevailed upon their mother to remove assets from a revocable trust at a time when their mother allegedly lacked the mental capacity to do so. Bruce convinced the district court that Mayfield lacked standing to make that claim. He also claimed that another

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[9] See Texas Estates Code §§ 22.029 and 22.012 infra.
[10] 2018-08-07 Plea in Abatement - Exhibit 3 LINDA MAYFIELD, Appellant, v. GARY BRUCE PEEK, EXECUTOR OF THE ESTATE OF DOROTHY PEEK, Appellee. No. 08-15-00018-CV

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court should hear that sort of claim, because by the time of the trust suit his mother had passed away and her will was in probate.

Impeachment by Self-Contradiction

38. Bayless' argument that these cases could be seen as something other than integrally related after arguing their relatedness herself is preposterous. Once it has been established that an inherent interrelation of the subject matter exists, as in these two pending lawsuits, dominant jurisdiction must be assessed. However, if no inherent interrelation of the subject matter exists, dominant jurisdiction is not an issue and both suits may proceed.

39. The general common law rule in Texas is that the court in which suit is first filed acquires dominant jurisdiction to the exclusion of other coordinate courts. Thus, if the suits are inherently interrelated, the first filed Court is presumed to be the Court of dominant jurisdiction and the burden shifts to the later filed Plaintiff to show why an exception should apply.

40. Since Bayless is the author of the integrally related lawsuits filed in both state courts, the burden to show why an exception should apply falls squarely on her shoulders.

DOMINANT JURISDICTION EXCEPTIONS

41. There are three exceptions to application of the dominant jurisdiction rule delineated in Cleveland v. Ward, *supra*, that the court where suit is first filed acquires dominant jurisdiction: (1) conduct by a party that estops him from asserting prior active jurisdiction; (2) lack of persons to be joined if feasible, or the power to bring them before the court; and (3) lack of intent to prosecute the first lawsuit. Young, 128 Tex. at 636-37, 101 S.W.2d at 800-01; see also Curtis, 511 S.W.2d at 267.

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42. While all three factors are present throughout, and there is a great deal of overlap in the application of the same facts to all three categories, none of the facts operate as exceptions to the dominant jurisdiction rule but, because of the peculiar dynamics, each works to taint both state court filings inasmuch as comity, dominant jurisdiction and complete remedy are concerned.

The Inequitable Conduct Exception

43. It has been held that the plaintiff in the first suit may be guilty of such inequitable conduct as will estop him from relying on that suit to abate a subsequent proceeding brought by his adversary. V. D. Anderson Co. v. Young, 128 Tex. 631, 101 S.W.2d 798 (1937); Russell v. Taylor, 121 Tex. 450, 49 S.W.2d 733 (1932); Johnson v. Avery, 414 S.W.2d 441 (Tex.1966).

44. Bayless, who has clearly argued that these two cases are related **and** clearly argued that these two cases are unrelated, filed claims in the Harris County District Court knowing there was an integrally related action arising from the same nucleus of operative facts already pending in the federal court. Bayless filed her claims in the Harris County District Court in the name of Carl Brunsting, only as Executor for the Estate of Nelva Brunsting, knowing that Carl was not competent to receive letters testamentary and that he was not competent to perform the duties of that office.

45. Bayless then filed claims in the Harris County Probate Court in the name of "*Carl Brunsting Individually and as Executor for the Estate of Nelva Brunsting*" knowing inherently interrelated claims arising from the same nucleus of operative facts were already pending in two other courts, that Carl lacked the capacity to perform the duties of the executor's office and that the trust administration controversy had already been held not to be a probate matter[11].

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[11] Curtis v Brunsting 704 F.3d 406.

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46. Carl resigned due to his lack of capacity and not only has the probate court refused or otherwise failed to fill that office, Bayless has refused or otherwise failed to distinguish claims belonging to Carl Brunsting individually from those alleged to belong to the estate.

47. The reality of this case is that both state court actions appear to have been filed by Bayless with the manifest intention of interfering with the due process rights of the trusts' living beneficiaries to obtain remedy. Bayless refused to file a proper joinder to the active federal court suit and instead filed the action in Harris County District Court in which she failed to include all necessary parties.

48. Not only did the filing of both state court actions run afoul of the inequitable conduct exception but due to Bayless actions, the litigation was multiplied while the prospects for resolution diminished proportionally.

The Second Exception – The Due Diligence Exception

49. The second exception is satisfied when the first-filer filed suit merely to obtain priority, without a bona fide intention to prosecute the suit. Texas Appeals Courts have said that "the mere physical filing of the petition is not sufficient" to establish the requisite intent. Instead, the first-filer must exhibit "actual diligence thereafter in getting out citation and otherwise prosecuting his suit."

50. Had Bayless intended to seek resolution for her client she would have filed a proper joinder to pollute diversity. Instead Bayless multiplied the controversy by filing an action inherently interrelated with Curtis' federal suit in Harris County District Court, in which she failed to include all necessary parties. Bayless followed her District Court claims by filing related claims in Harris County Probate Court in which she again failed to include all necessary parties.

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51. Had Bayless intended to seek resolution for her client she would not have filed an inherently interrelated action in Harris County Probate Court in which she again failed to include all necessary parties, nor would she have argued in favor of transferring the second filed case (Harris County District Court) to the third court (Harris County Probate Court No. 4), nor would she have opposed abating the third court suit (Probate Court) so the inherently interrelated non-probate actions could proceed in the court of dominant jurisdiction.

52. Had Bayless intended to seek resolution for her Estate of Nelva Brunsting claims she would have insisted the office be filled before agreeing to move forward in her probate court action without someone to prosecute the claims she claimed belonged to the estate.

53. Bayless has not demonstrated a bonafide interest in prosecuting these suits. Quite the contrary, Bayless appears to have done everything in her power to prevent resolution by filing multiple state court suits for that sole purpose.

54. The plea in abatement must be raised in a timely manner, or it is waived. Cleveland, 116 Tex. at 21, 285 S.W.2d at 1071-72. However, there can be no such thing as untimely in this case, as no findings of fact or conclusions of law have ever been entered after hearing in the Probate Court. That would be because there have been no evidentiary hearings, with one exception: The August 3, 2015 hearing on the "Emergency Motion for Protective Order" involving illegally obtained and illegally disseminated telephone wiretap recordings.

55. In that evidentiary hearing there were no fact witnesses called to testify and no evidence was offered or even asked for by the Court. No findings of fact, conclusions of law or orders after hearing ever followed.

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The Third Exception – Necessary Parties Exception

56. It is not required that the exact issues and all the parties be included in the first action before the second is filed, provided that the claim in the first suit may be amended to bring in all necessary and proper parties and issues. 760 S.W.2d at 247.

57. The District Court suit could not have been amended to bring in all necessary and proper parties at the time it was filed, as the Brunsting Trust Controversy was already pending in the federal court and Curtis is a California resident over which the state District Court has no personal jurisdiction.

58. Bayless could have filed a proper joinder in the federal court to pollute diversity, but refused or otherwise failed to bring in all necessary and proper parties. Bayless chose instead to file integrally related claims in two different state courts, with no intention of obtaining resolution in either. This goes to the second and third exceptions which also operate as an estopple.

59. The only inherently interrelated actions to exhibit evidence of effort to include all necessary parties was filed by Plaintiff Curtis. First, her original federal action styled "Candace Louise Curtis v Anita and Amy Brunsting and Does 1-100". Second was Curtis' May 1, 2013 First Amended Complaint in the federal court specifically adding Candace Kunz-Freed and the law firm of Vacek and Freed P.L.L.C. Curtis' First Amended Complaint in the federal court was dismissed sua sponte because it was filed without leave of the Court and did not contain a certificate of conference.

WHO OWNS THE CLAIMS AND WHAT COURT PROPERLY HAS POSSESSION OF THIS CONTROVERSY?

60. While a trustee owes their duties to the settlor so long as the trust is revocable, and as a general rule, the trustee cannot be held to account by other successor beneficiaries for its administration of a revocable trust during the settlor's lifetime. The same rule does not apply to

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irrevocable trusts. The successor beneficiaries of irrevocable trusts are vested and have standing to address the administration of the trust and hold a trustee accountable for past wrongs affecting their beneficial interests as soon as they become income beneficiaries. This is especially true where, as here, the trustees are beneficiaries with equitable interests equal to those to whom they owe fiduciary duties and where there are claims of conspiracy, undue influence, forgery, self-dealing and other frauds.

61. The Brunsting Trust administration controversy was already pending in the federal court when Bayless filed integrally related claims arising from a common nucleus of operative facts in the Harris County District Court in the name of the Estate of Nelva Brunsting and both of these suits were pending when Bayless filed integrally related claims arising from the same nucleus of operative facts in the Harris County Probate Court in the Name of Carl Brunsting both Individually and as Executor for the Estate of Nelva Brunsting.

62. Carl resigned as executor in February 2015 and the exact nature of the claims in the Probate Court alleged to belonging to the Estate of Nelva Brunsting remains a mystery.

63. The question of whether the living or the dead own the claims, looms large here where privity with the founder was abandoned and where the abandoner entered into a conspiracy with members of the beneficiary class resulting in injury to the other beneficiaries.

The Estate of Nelva Brunsting

64. The "Estate of Nelva Brunsting" in the present context is nothing but a gateway artifice Bayless used to interfere with remedy belonging to the living beneficiaries of an inter vivos trust. There is no probate matter. The claims filed in all three courts are integrally related to administration of the Brunsting trusts and belong to the trust and to the injured trust beneficiaries respectively and not to any decedent's "estate".

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65. Texas Estates Code §22.012 defines "Estate" to mean a **decedent's property.** While the matter before the Court is labeled "Estate of Nelva Brunsting", the subject matter is entirely focused on the Brunsting inter vivos trusts, created and funded in 1996, which have nothing to do with property belonging to the decedent at the time of her death.[12]

66. The action filed in this Court was brought in the name of Carl Brunsting individually and as executor for the Estate of Nelva Brunsting. Carl Brunsting resigned the office of Executor on February 19, 2015 and his individual claims have never been bifurcated from the claims brought in the name of the estate ("decedent's property").

67. On July 24, 2015 Gregory Lester was appointed Temporary Administrator and charged with a duty to evaluate the estates claims[13]. In writing his report, Mr. Lester never mentions the Pour-over Will, never identifies a devisee, never mentions heirs[14], never mentions or identifies the nature of any interested persons,[15] never mentions the inventory and approved list of claims and never identifies a single claim belonging to the Estate pending in the Probate court.

68. Mr. Lester's report also fails to even mention the problem of multiple suits, involving the same persons, parties, events, and instruments having been filed in separate courts or even approach the question of dominant jurisdiction.

69. While the Lester Report refers to the original federal lawsuit as "that previous federal case" when pointing to the Report of Special Master from the case, Lester ignores the Fifth Circuit Court of Appeals Opinion and the injunction issued prior to Bayless' filing in this Court and never

---

[12] Candace Louise Curtis v Anita and Amy Brunsting 704 F.3d 406 (Jan 2013)
[13] 07242015: 1343: P0046
[14] Sec. 22.015. HEIR. "Heir" means a person who is entitled under the statutes of descent and distribution to a part of the estate of a decedent who dies **intestate**. The term includes the decedent's surviving spouse.
[15] Sec. 22.018. INTERESTED PERSON; PERSON INTERESTED. "Interested person" or "person interested" means:
(1) an heir, devisee, spouse, creditor, or any other having a property right in or claim against an estate being administered;

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mentions that all orders and rulings entered in the federal court case are binding upon this Court by the express terms of the federal Remand Order that this Court accepted without reservation.

70. The controversy here is not whether the cases are related but who owns the inter vivos trust related claims and which court should hear the matter. The distinction between administration of an inter vivos trust and the probate of an estate is well addressed by the court in Mayfield where the claims are broken down into three categories expressed and discussed as (the 'Trust Claim'), (the 'Guardianship Claim') and (the 'Will Claim'). The analysis proceeds as follows:

> *As to the Trust Claim, the Property Code authorized the 271st District Court to hear the issues raised. Subject to exceptions we discuss below, a district court has original and exclusive jurisdiction over all proceedings against a trustee and all proceedings concerning a trust. TEX.PROP.CODE ANN. § 115.001(a)(West 2014). A non-exclusive list of those matter specifically include: "determinations of fact affecting the administration, distribution, or duration of a trust"; relieving a trustee of duties; and requiring an accounting. Id. at § 115.001(a)(6), (7), (8), and (9). Mayfield sued Bruce for breach of his duties as trustee of the Peek Family Revocable Trust (2000). She sought an accounting, complained of his actions with respect to administering the assets of Peek Family Revocable Trust (2000), and sought his removal as trustee of the PK Revocable Living Trust (the trust allegedly set up to hold the improperly transferred assets).*
>
> *But while the district court had jurisdiction of those claims, its jurisdiction was not exclusive. Section 115.001 declares that the district court's jurisdiction is exclusive "except for jurisdiction conferred by law on . a county court at law." Id. at § 115.001(d)(6). This exception, added in 2011, would create concurrent jurisdiction with a county court at law if it were also authorized to hear trust disputes. See Act of June 17, 2011, 82nd Leg., ch. 657, 2011 TEX.GEN.LAWS 1605, 1606 (adding county courts at law to exceptions). That authorization is found in the last major revision to the Probate Code before it was incorporated into the Estates Code.*
>
> *A court exercising original probate jurisdiction also has jurisdiction over "matters related to the probate proceeding" as specified in former Section 4B of the Probate Code. Act of June 19, 2009, 81st Leg., R.S., ch. 1351, § 4A, 2009 TEX.GEN.LAWS 4273, 4275 (formally codified at TEX.PROB.CODE ANN. § 4A, now repealed and replaced with TEX.EST.CODE ANN. § 32.001(a)(West 2014)). Section 4B in turn provided that in a county with no statutory probate court, but a county court at law exercising original probate jurisdiction, one of the matters that can be "related" to a probate proceeding is the "interpretation and administration of an inter vivos trust created by the decedent whose will has been admitted to probate in the court."*

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Id. at § 4B(3)(now codified at TEX.EST.CODE ANN. 31.002(b)(3)). Though the textual grant of jurisdiction is not as broad as that given to a district court, it might fairly encompass Mayfield's claim because the transfer of property is an aspect of administration of a trust.

From these authorities, we discern that the Trust Claim could have been heard by the 271st District Court, or one of the county courts at law for Wise County if they were exercising original probate jurisdiction. As to the Trust Claim, the issue is not one of exclusive jurisdiction, but rather dominant jurisdiction. In re Puig, 351 S.W.3d 301, 305 (Tex. 2011)("When the jurisdiction of a county court sitting in probate and a district court are concurrent, the issue is one of dominant jurisdiction.")

71. Just as in Mayfield, the District Court would have automatically declined to hear a probate matter and, just as in Mayfield, the Probate Court could also have heard the trust dispute but because the jurisdiction between the two courts is concurrent as to trusts the issue is not one of exclusive jurisdiction but rather dominant jurisdiction. Because the trust dispute was first filed in the District Court, a Plea in Abatement filed in this Court *must be granted.*

DEMAND FOR EVIDENTIARY HEARING

Demand for Hearing on Plea in Abatement

72. The purpose of abatement is to save the time and expense of a trial when the plaintiff's suit cannot be maintained in the form originally presented. The Jurisdictional defects generated by this sequence of events are much too serious to be ignored unless you want your lawsuits to drag on for sixteen years or more without resolution[16].

73. The pending plea in abatement, the addendum and this First Amended Verified Plea in Abatement provide the Court with sufficient **notice** of its want of jurisdiction over the Brunsting trust controversy.

---

[16] The Lesikar Alpert Method Syndrome

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74. Critical issues remain unresolved or not addressed and this course of action is not going to lead to any form of dispositive resolution for the parties, because it cannot. The notion of setting trial in this Court is extremely problematic for a multitude of reasons. In fact, setting trial in any court without first resolving these foundational issues is pointless:

a. All of the Necessary Parties are not in one Court;

b. Harris County Probate is not the Court of Dominant Jurisdiction;

c. Carl Brunsting resigned the office of executor, the office remains vacant and,

d. in order to move forward with the question of appointing an administrator one would need to distinguish the claims filed in the probate court that belong to the estate, if any, from the claims filed in the probate court that belong to Carl Brunsting individually.

75. This should be a simple matter of clarification for Ms. Bayless since she drafted the claims but to date, Bayless has refused or otherwise failed to do so and the Temporary Administrator was apparently incompetent to distinguish the Brunsting inter vivos trust administration controversy (beneficiary claims against trustees in personam - a.k.a the trust matter) from claims belonging to the decedent's estate (in rem administration of a decedents property – a.k.a. the probate matter).

The Standard of Review

76. A relator need only establish a trial court's abuse of discretion to demonstrate entitlement to mandamus relief with regard to a plea in abatement in a dominant-jurisdiction case.[17]

[17] IN RE: J.B. Hunt Transport, Inc., Relator, NO. 15-0631 Supreme Court of Texas, Decided: May 27, 2016

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77. An Order denying a plea in abatement regarding dominant-jurisdiction is reviewed under the deferential abuse-of-discretion standard.[18] A trial court abuses its discretion when it acts "arbitrarily, unreasonably, or without regard to guiding legal principles."[19] With regard to factual questions, the abuse-of-discretion standard is more akin to a clear-error standard.[20] But with regard to questions of law, "[a] trial court has no 'discretion' in determining what the law is or in applying the law to the facts."[21] This principle applies "even when the law is unsettled."[22] We must thus carefully establish the controlling legal principles at issue in this case.

78. "The general common law rule in Texas is that the court in which suit is first filed acquires dominant jurisdiction to the exclusion of other coordinate courts." As a result, when two suits are inherently interrelated, "a plea in abatement in the second action *must* be granted."[23] The dominant jurisdiction issue has been raised before this court in two previous pleadings without a ruling.[24]

79. The first-filed rule flows from "principles of comity, convenience, and the necessity for an orderly procedure in the trial of contested issues."[25] The default rule thus tilts the playing field in favor of according dominant jurisdiction to the court in which suit is first filed. Once the first filed rule is settled, the issue, if any, comes down to the exceptions to that general rule if any can be shown and none have.

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[18] *See, e.g., Street v. Honorable Second Ct. of Appeals*, 756 S.W.2d 299, 300 (Tex. 1988).
[19] *Bocquet v. Herring*, 972 S.W.2d 19, 21 (Tex. 1998)
[20] *Goode v. Shoukfeh*, 943 S.W.2d 441, 446 (Tex. 1997).
[21] *Walker v. Packer*, 827 S.W.2d 833, 840 (Tex. 1992).
[22] *In re Prudential Ins. Co. of Am.*, 148 S.W.3d 124, 136 (Tex. 2004) (orig. proceeding).
[23] *Curtis v. Gibbs*, 511 S.W.2d 263, 267 (Tex. 1974).
[24] On 07/17/2015 in Case No. 412249-401, PBT-2015-234080, Vacek and Freed Response to Bayless Motion (Art II p.3), and, 03/08/2016 in Case No. 412249, PBT-2016-77014, Vacek and Freed Response to Curtis Motion (Art III p.5)
[25] *Wyatt v. Shaw Plumbing Co.*, 760 S.W.2d 245, 247 (Tex. 1988) (emphasis added). *See also Curtis*, 511 S.W.2d at 267 ("Any subsequent suit involving the same parties and the same controversy must be dismissed if a party to that suit calls the second court's attention to the pendency of the prior suit by a plea in abatement.").

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Conclusion

80. Despite appearances, this Court never properly acquired jurisdiction over the Brunsting trust controversy and because it could not compose itself a court of competent jurisdiction. There was no Court to receive a remand of Curtis' improperly polluted federal diversity case, which now sits in limbo with no immediate hope for substantive resolution.

81. There is no lawful choice but to abate the interrelated non-probate action filed in the Probate Court and if it is necessary to have a hearing on the Plea in Abatement in order to get Bayless to clarify which of her diametrically opposed positions she is willing to verify under oath, and to determine what claims belonging to the Estate, if any, are pending in this Court, then a hearing should be set and Bayless should be ordered to file her affidavit clarifying the distinctions between Carl's individual claims and the claims filed in the probate court, belonging to the Estate of Nelva Brunsting, no less than ten days before the Plea in Abatement hearing.

82. Realtor herein further moves the Court to take judicial notice of the law and the facts and to bifurcate the Brunsting inter vivos trust action from the probate matter pending in this Court.

Respectfully submitted,

Candace Louise Curtis

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VERIFICATION

Before me the undersigned Notary Public, personally appeared Candace Louise Curtis and after having been properly identified and duly sworn, did declare and state under penalty of perjury as follows:

My name is Candace Louise Curtis. I am of the age of majority and competent to testify. I have personal knowledge of the facts stated in the Plea in Abatement I filed August 17, 2018 in the Harris County Probate Court and the Addendum of Memorandum in Support of the Plea in Abatement that I filed September 4, 2018; Those instruments are incorporated by this reference as if fully set forth herein and;

I have personal knowledge of the facts stated in this First Amended Plea in Abatement and I declare under penalty of perjury pursuant to the laws of the United States of America and the State of Texas, that the facts stated in all three pleadings are true and correct.

Respectfully submitted,

Candace Louise Curtis

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Napa
Subscribed and sworn to (or affirmed) before me on this 8th day of October 2018 by Candace Louise Curtis proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

SHYLEE C. MAGSANO
Commission No. 2102913
NOTARY PUBLIC-CALIFORNIA
NAPA COUNTY
My Comm. Expires MARCH 13, 2019

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was forwarded to all known counsel of record and unrepresented parties in the manner required by the Rules on this Monday, October 08, 2018 to the following attorneys and unrepresented parties.

//s//
Candace Louise Curtis

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PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

TAB 33

CANDACE LOUISE CURTIS	§	
Plaintiff,	§	Harris County Probate No. 4 No 412,249-402
v	§	Federal Civil Action No. 4:12-cv-00592
Anita Kay Brunsting,	§	
Amy Ruth Brunsting,	§	
Does 1-100	§	
Defendants.	§	

CARL HENRY BRUNSTING	§	
Individually and as independent executor	§	Harris County Probate No. 4
of the estates of Elmer H.	§	No 412,249-401
Brunsting and Nelva E. Brunsting	§	
	§	
vs	§	
	§	
ANITA KAY BRUNSTING f/k/a	§	
ANITA KAY RILEY, individually,	§	
as attorney-in-fact for Nelva E.	§	
Brunsting, and as Successor Trustee of	§	
the Brunsting Family Living Trust, the	§	
Elmer H. Brunsting Decedent's Trust, the	§	
Nelva E. Brunsting Survivor's Trust, the	§	
Carl Henry Brunsting Personal Asset	§	
Trust, and	§	
the Anita Kay Brunsting Personal	§	
Asset Trust;	§	
AMY RUTH BRUNSTING f/k/a AMY	§	
RUTH TSCHIRHART, individually and	§	
as Successor Trustee of the Brunsting	§	
Family Living Trust, the Elmer H.	§	
Brunsting Decedent's Trust, the Nelva E.	§	
Brunsting Survivor's Trust the Carl	§	
Henry Brunsting Personal Asset Trust,	§	
and the Amy Ruth Tschirhart Personal	§	
Asset Trust;	§	
CAROLE ANN BRUNSTING,	§	
individually and as Trustee of the	§	
Carole Ann Brunsting Personal	§	
Asset Trust; and Candace Louise Curtis	§	
as Nominal Defendant Only	§	

Plea to the Jurisdiction

1. Comes now Real Party in Interest, Candace Louise Curtis, herein respectfully moving this Honorable Court for an Order dismissing the above-titled and numbered action for want of subject matter jurisdiction.

2. This Court is without authority to determine the subject in controversy because Plaintiff's Petition does not show on its face that the Court has subject matter jurisdiction. Quite the contrary.

3. Bayless' complaint in 412,249-401, filed April 9, 2013, declares the jurisdiction for Plaintiff's cause of action to be Chapter 37 of the Texas Civil Practice and Remedies Code and Chapter 115 of the Texas Property Code.

4. Bayless also cites to the venue provisions in Texas Civil Practices & Remedies Code §15.002(a)(l).

5. Bayless goes on to state that the purpose for the claims are to:

   (a) establish, construe the terms of, and determine the rights and liabilities of the parties under the Family Trust, the Successor Trusts, and the trusts purportedly created pursuant to the terms of the tainted 8/25/10 QBD;

   (b) require an accounting of all the trusts and other transactions resulting from Anita, Amy, and Carole's exercise of control over Elmer and Nelva's remaining assets, however held;

   (c) determine damages resulting from Anita, Amy, and Carole's wrongful acts, including, but not limited to, numerous breaches of fiduciary duties;

(d) impose a constructive trust over assets wrongfully transferred, as well as anything of value obtained through the use of assets wrongfully transferred;

(e) obtain injunctive relief to preserve Elmer and Nelva's assets, however held, until the records concerning the transfers of assets can be examined and appropriate remedies can be sought so that the improper transfers can be reversed and the assets can be properly allocated and distributed.

Probate Proceedings

6. As of January 1, 2014, the former Texas Probate Code has been repealed and replaced with the Texas Estates Code. See *In re Estate of Aguilar*, No. 04–13–00038–CV, 2014 WL 667516, * 1 n. 1 (Tex.App.-San Antonio Feb. 19, 2014, pet. filed) (mem.op.); *In re Estate of Dixon*, No. 14–12–01052–CV, 2014 WL 261020, *1 n. 1 (Tex.App.-Houston [14th Dist.] Jan. 23.2014, pet. filed). All citations herein will be to the Texas Estates Code.

7. For Bayless' suit to be subject to the jurisdiction and venue provisions of the Texas Estates Code, it must qualify either as a "probate proceeding" or a "matter related to a probate proceeding" as defined by the Estates Code. See, e.g., Tex. Est.Code §§ 32.001(a)[1], 33.002, 33.052, 33.101; see also Tex. Est.Code § 21.006 (stating procedure in Title 2 of the Estates Code "governs

[1]See Tex. Est.Code §§32.001(a) ("All probate proceedings must be filed and heard in a court exercising original probate jurisdiction. The court exercising original probate jurisdiction also has jurisdiction of all matters related to the probate proceeding as specified in Section 31.002 for that type of court." (emphasis added)), 33.002 (providing that with one exception not relevant here, "venue for any cause of action related to a probate proceeding pending in a statutory probate court is proper in the statutory probate court in which the decedent's estate is pending"

all probate proceedings"). Thus, we turn to the definitional provisions of the Estates Code.[2]

8. Tex. Est.Code § 31.001. SCOPE OF "PROBATE PROCEEDING" FOR PURPOSES OF CODE. The term "probate proceeding," as used in this code, includes:

(1) the probate of a will, with or without administration of the estate;

(2) the issuance of letters testamentary and of administration;

(3) an heirship determination or small estate affidavit, community property administration, and homestead and family allowances;

(4) an application, petition, motion, or action regarding the probate of a will or an estate administration, including a claim for money owed by the decedent;

(5) a claim arising from an estate administration and any action brought on the claim;

(6) the settling of a personal representative's account of an estate and any other matter related to the settlement, partition, or distribution of an estate; and

(7) a will construction suit.

9. It is clear from this list that none of Bayless' claims fall within the provisions of § 31.001 and thus, by definition, are not probate matters.

[2] See also Tex. Est.Code § 22.029 ("The terms 'probate matter,' 'probate proceedings,' 'proceedings in probate,' and 'proceedings for probate' are synonymous and include a matter or proceeding relating to a decedent's estate."). Tex. Est.Code § 22.012: "estate" means a decedent's property…"

Matters Related to Probate Proceedings

10. The Estates Code includes a distinct definition of "a matter related to a probate proceeding," see Tex. Est.Code § 31.002, and has jurisdiction and venue provisions specific to such matters, see, e.g., Tex. Est.Code § 32.001(a), 33.002.

11. Tex. Est.Code § 31.002(a), (b) & (c) "A matter related to a probate proceeding" is defined based on whether a county has a statutory probate court or county court at law exercising probate jurisdiction.[3]

12. Tex. Est.Code § 31.002 MATTERS RELATED TO PROBATE PROCEEDING. (a) For purposes of this code, in a county in which there is no statutory probate court or county court at law exercising original probate jurisdiction, a matter related to a probate proceeding includes:

(1) an action against a personal representative or former personal representative arising out of the representative's performance of the duties of a personal representative;
(2) an action against a surety of a personal representative or former personal representative;
(3) a claim brought by a personal representative on behalf of an estate;
(4) an action brought against a personal representative in the representative's capacity as personal representative;
(5) an action for trial of title to real property that is estate property, including the enforcement of a lien against the property;
(6) an action for trial of the right of property that is estate property;

[3] IN RE: Julie HANNAH Court of Appeals of Texas, Houston (14th Dist.) No. 14–14–00126–CV. Decided: May 13, 2014

(7) the interpretation and administration of a testamentary trust if the will creating the trust has been admitted to probate in the court; and
(8) the interpretation and administration of an inter vivos trust created by a decedent whose will has been admitted to probate in the court.

13. Tex. Est.Code § 31.002 (b) For purposes of this code, in a county in which there is no statutory probate court, but in which there is a county court at law exercising original probate jurisdiction, a matter related to a probate proceeding includes:

(1) All matters and actions described in Subsection (a);
(2) the interpretation and administration of a testamentary trust if the will creating the trust has been admitted to probate in the court; and
(3) the interpretation and administration of an inter vivos trust created by a decedent whose will has been admitted to probate in the court.

14. Tex. Est.Code § 31.002 (c) For purposes of this code, in a county in which there is a statutory probate court, a matter related to a probate proceeding includes:

(1) All matters and actions described in Subsections (a) and (b); and
(2) Any cause of action in which a personal representative of an estate pending in the statutory probate court is a party in the representative 's capacity as personal representative.
Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec.13(a), eff. January 1, 2014.

15. Respondents will likely argue that § 31.002(a)(8) and § 31.002(b)(3) apply because the matter before the Court involves the interpretation and administration of an inter vivos trust created by a decedent whose will has

been admitted to probate, but that is not the case here. In Tex. Est.Code §§ 31.002 (a)(8) and 31.002(b)(3) "decedent" is singular.

16. Not only is the Brunsting inter vivos trust an A/B trust, the action Bayless filed in the probate court was brought under the Texas Civil Practices & Remedies Code and not the Texas Estates Code, which is jurisdictionally fatal in and of itself.

17. There is no probate proceeding involving the Estate of Nelva Brunsting pending before this court, there never was and there never will be.

18. WHEREFORE, PREMISES CONSIDERED, Nominal Defendant and de jure federal Plaintiff Candace Louise Curtis asks the Court to set this matter for hearing and to dismiss the above-titled and numbered action with prejudice, after hearing, and for such other and further relief to which Movant may show herself entitled in law or in equity, including but not limited to sanctions, fees and costs.

Respectfully submitted,

//s//
Candace Louise Curtis

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was forwarded to all known counsel of record and unrepresented parties in the manner required by the Rules on this 19th day of October 2018.

//s//
Candace Louise Curtis

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TAB 34

Candace Louise Curtis	§	
	§	412249-402
v.	§	Feb 27, 2012
	§	
Anita Brunsting et al.,	§	
IN RE: THE ESTATE OF	§	PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS
	§	412,249 April 2, 2012
CLOSED		
Carl Henry Brunsting	§	
Individually	§	
	§	412,249-401
v.	§	April 9, 2013
	§	
Anita Brunsting et al.,	§	
Executor for Estate of	§	
Nelva Brunsting	§	412,249-401
v.	§	April 9, 2013
	§	
Anita Brunsting et al.,	§	

Order

The Court has reviewed the Plea in Abatement and Plea to the Jurisdiction filed by Candace Curtis in the Estate of Nelva Brunsting 412,249 and the ancillary cases. The Court has also reviewed the opposition to the Abatement filed by Carl Brunsting's attorney Bobbie G. Bayless. No opposition to the Plea to the Jurisdiction has been filed.

The court has examined the record, considered the Pleas and the applicable law and finds that the matter before it is not a probate matter, but an inter vivos trust administration dispute brought under the Texas Civil Practice and Remedies Code.

Ordinarily this court would have jurisdiction over this type of dispute but the Court also finds that lawsuits integrally related to the same nucleus of operative facts, involving the same transactions, events and persons and requiring interpretation of the same instruments, have been filed into three separate courts when only one court can hear and decide this controversy.

The record shows that the Brunsting Trust controversy was first filed in the United States District Court for the Southern District of Texas and that the controversy was pending in that court when a related action was filed in the Harris County District Court. Both of those cases were active when related claims were filed in this Court. Because this Court is not the Court in which Brunsting inter vivos trust related claims were first filed, it is not the court of dominant jurisdiction and could not take cognizance of this matter at the time it was filed. The want of jurisdiction cannot be cured nunc pro tunc.

Thus, the Order accepting a remand of *Candace Louise Curtis v. Anita and Amy Brunsting and Does 1-100 No. 4:12-cv-592* from the Southern District of Texas is void as a matter of law. Ancillary Cause No. 412,249-401 should be dismissed with prejudice and ancillary cause No. 412,249-402 should be returned to the court of origin. For these reasons the Court has determined that the Plea to the Jurisdiction and the Plea in Abatement should both be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Ancillary case No. 412,249-401 is dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Order accepting Remand of *Candace Louise Curtis v. Anita and Amy Brunsting and Does 1-100 No. 4:12-cv-592,* from the Southern District of Texas, is vacated.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Ancillary cause No. 412,249-402 is abated and returned to the court of origin.

It is so Ordered this ____ day of February 2019

_____
James Horwitz, Judge
Harris County Probate Court 4

TAB 35

PROBATE COURT 4

No. 412,249-401

IN RE: THE ESTATE OF	§	PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

ORDER DENYING PLEAS AND MOTIONS FILED BY CANDACE CURTIS

On this day, the Court considers the following pleadings filed by Candace Louise Curtis:

8/17/2018 "Plea in Abatement"

9/4/2018 "Addendum to Pleas in Abatement in Reply to Stephen Mendel"

10/8/2018 "Nominal Defendant's Verified First Amended Plea in Abatement"

10/19/2018 "Plea to the Jurisdiction"

2/5/2019 "Plaintiff Curtis' Response to Notice of Hearing, Motion for Clarification and to Dismiss; Special Exceptions, Motion in Limine and Memorandum of Points and Authorities in Support"

The Court, after considering the pleadings on file related to:

1) Civil Action No. 4:12-cv-00592 pending in the U.S. District Court for the Southern District of Texas, which was remanded to Harris County Probate Court No. 4 at the request of Candace Curtis, resulting in the U.S. District Court case being closed, remanded and terminated;
2) Cause No. 412,249-402, pending in Harris County Probate Court No. 4, into which the above-referenced U.S. District Court case was transferred on February 9, 2015, and in which Candace Curtis, by and through her counsel, signed an Agreed Docket Control Order and the March 16, 2015 Agreed Order to Consolidate Cases;
3) Cause No. 412,249-401, pending in Harris County Probate Court No. 4, initiated on April 10, 2013, and through which claims have been asserted by Carl Henry Brunsting,

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Deputy

Sterling G. Senechal III

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

CON:458969|15423236

individually and as Independent Executor of the Estate of Elmer H. Brunsting and Nelva E. Brunsting, naming all beneficiaries of the Estate, and counterclaims asserted by Carole Brunsting against Carl Brunsting, as Executor; and

4) Cause No. 2013-05455, filed by Carl Brunsting, as Executor of the Estate of Nelva Brunsting, in the 164th Judicial District Court of Harris County, Texas on January 29, 2013 against Candace Kuntz-Freed and Vacek & Freed as the only defendants (the "District Court Case"), which claims are the subject of a separate Order on Motion to Transfer District Court Proceedings to Probate Court No. 4 signed on even date herewith,

finds that subject matter jurisdiction is proper in Harris County Probate Court No. 4 with regard to the Estates of Nelva and Elmer Brunsting as well as the assets contributed to Trusts related to those Estates. The Court also finds that no other court has dominant jurisdiction regarding claims related to these Estates. Therefore, the Pleas in Abatement, the Plea to the Jurisdiction and all other relief requested by the pleadings first enumerated in this Order, filed by Candace Curtis, lack merit and should be, in all things, DENIED.

Signed on the 14 day of February, 2019.

HONORABLE JAMES HORWITZ
PRESIDING JUDGE

FILED
2019 FEB 14 PM 2:05
COUNTY CLERK
HARRIS COUNTY, TEXAS

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 7/29/2019
Diane Trautman, County Clerk
Harris County, Texas

Deputy
Sterling G. Senechal III

PROBATE COURT NO.4 OF HARRIS COUNTY, TEXAS

CON:458969|15423236

TAB 36

NO. 412,249-**401**

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS
	§	
	§	
CARL HENRY BRUNSTING, et al	§	
	§	
v.	§	
	§	
ANITA KAY BRUNSTING, et al	§	

AMY BRUNSTING'S & ANITA BRUNSTING'S ORIGINAL COUNTERCLAIM

TO THE HONORABLE JUDGES HORWITZ AND COMSTOCK:

AMY BRUNSTING ("Amy") and ANITA BRUNSTING ("Anita") (collectively "Co-Trustees") have been sued individually and in various capacities by their sister, Candace Louise Curtis ("Curtis") and their brother, Carl Henry Brunsting ("Carl"), each of whom has amended and/or supplemented their petitions on numerous prior occasions.

In light of the numerous amended and/or supplemental petitions filed by Curtis and Carl, Co-Trustees file these Original Counterclaims, individually and in various identified capacities, including without limitation, as Co-Trustees of The Restatement of The Brunsting Family Living Trust (the "Brunsting Family Living Trust").

Each allegation, assertion, claim or cause of action made by Amy and/or Anita in this Original Counterclaim is in addition to and/or in the alternative to any other allegation, assertion, claim or cause of action made by them in this Original Counterclaim.

I. BACKGROUND FACTS

The Brunsting Family Living Trust was created by Elmer Henry Brunsting and Nelva Erleen Brunsting (together, "Founders" or "Trustors" and each a "Founder" or "Trustor"), on or about October 10, 1996. Over time, additional documents pertaining to The Brunsting Family Living Trust were executed by one or both of the Founders, including without limitation, a Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement executed by Nelva E. Brunsting on or about June 15, 2010 (the "June 2010 QBD"), and another Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement executed by Nelva E. Brunsting on or about on August 25, 2010 (the "August 2010 QBD"). Elmer Henry Brunsting was not a party to either document, as he died on April 1, 2009.

Through the Brunsting Family Living Trust and the August 2010 QBD, the Founders set out a number of different terms, conditions and instructions to be implemented and followed by the trustees and beneficiaries. Included among these terms, conditions and instructions were rules intended for the "protection of beneficial interests", including without limitation rules dictating that the Founders' instructions were not to be contested.

This "no-contest" language appears in both the Brunsting Family Living Trust **and** the August 2010 QBD, and was included because the Founders did not want to burden the trust with the costs of a litigated proceeding to resolve questions of law or fact, unless originated by a trustee or with a trustee's written permission. The penalty for those who violated the no-contest provision was the forfeiture of any amounts the violator is or may have been entitled to receive. In such an event, a violator's interest would pass as if the violator(s) had predeceased the Founders.

The Founders identified certain specific acts which, if taken, would trigger a forfeiture. Prohibited acts include but are not limited to originating (or causing to be instituted) a judicial proceeding:

- To construe or contest the trust(s);
- To resolve any claim or controversy in the nature of reimbursement;
- Seeking to impress a constructive or resulting trust;
- Alleging any theory, which if assumed as true, would enlarge (or originate) a claimant's interest in the trust or the Founder's Estates;
- Unsuccessfully challenging the appointment of any person named as a Trustee or unsuccessfully seeking the removal of any person acting as a Trustee;
- Objecting to any action taken or proposed to be taken in good faith by the Trustee, if such action is determined to have been taken in good faith;
- Objecting to any construction or interpretation of the trust, or any amendment to it, and such objection is later adjudicated to be an invalid objection; and/or
- In any other manner contesting the trust or any amendment to it, including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence or otherwise, or in any other manner attacking or seeking to impair or invalidate the trust or any amendment, or any of their provisions.

The Founders further expressed their intentions regarding application and enforcement of these prohibited acts by including other instructions and conditions in the Brunsting Family Living Trust and/or the August 2010 QBD. These other instructions and conditions include but are not limited to:

- Application of the forfeiture penalty even if it is determined that the judicial proceeding was initiated in good faith, with probable cause;
- Application of the forfeiture penalty even if is determined that the judicial proceeding was initiated to do nothing more than construe the application of the no-contest provision;
- Cautioning a trustee against settling any contest, attack or attempt to interfere with the Founders' estate plan; and

- Requesting that the Court take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the estate.

Against the backdrop of these forfeiture provisions, Curtis and Carl each elected to proceed with the origination of their respective judicial proceedings. By way of summary, but not limitation, Carl and Curtis' respective claims have included/currently include:

Carl's Claims	**Curtis's Claims**
(1) Construction of Trust and Suit for Declaratory Judgment; (2) Demand for Trust Accounting; (3) Breach of Fiduciary Duties; (4) Conversion; (5) Negligence; (6) Tortious Interference with Inheritance; (7) Constructive Trust; (8) Civil Conspiracy; (9) Fraudulent Concealment; (10) Liability of Beneficiaries; (11) Removal of Trustees; (12) Receivership Over Trust; (13) Self-Dealing; (14) Criminal Wiretap Claim; (15) Civil Wiretap Act; (16) Invasion of Privacy and Intrusion on Seclusion; and (17) Request for Injunctive Relief.	(1) Breach of Fiduciary Obligation; (2) Extrinsic Fraud; (3) Constructive Fraud; (4) Intentional Infliction of Emotional Distress; (5) Breach of Fiduciary Duty; (6) Fraud; (7) Money Had and Received; (8) Conversion; (9) Tortious Interference with Inheritance Rights; (10) Declaratory Judgment Action; (11) Demand for Accounting; (12) Unjust Enrichment; and (13) Conspiracy.
Declarations Sought by Carl: • 8/25/10 QBD *in terrorem* clause void. • Construe validity, terms, responsibilities and obligations of documents signed by Elmer and Nelva. • That Carl's actions do not violate *in terrorem* clause (if valid). • That Carl's actions are done in good faith, so *in terrorem* not triggered.	Declarations Sought by Curtis: • "Modification Documents" (June 2010 QBD, August 2010 QBD and Exercise of Testamentary Power of Appointment) are not valid. • *In terrorem* clause not capable of enforcement.

II. CLAIMS AND CAUSES OF ACTION

Beginning with the filing of their respective original petitions/complaints, both Curtis and Carl have asserted (and/or continue to assert) claims and causes of action, or otherwise taken action through the filing of various motions, objections and/or responses/replies which violate the Founders' restrictions and trigger the forfeiture provisions. Once triggered, a prior or subsequent amendment of their pleadings does not and cannot "untrigger" the forfeiture. Consistent with the Founders' wishes and cautions, the Co-Trustees assert that:

- one or more of the causes of action asserted and/or declarations sought by Carl trigger the forfeiture provisions;
- one or more of the causes of action asserted and/or declarations sought by Curtis trigger the forfeiture provisions;
- one or more of the motions, responses, and/or replies filed by Carl trigger the forfeiture provisions;
- one or more of the motions, responses, and/or replies filed by Curtis trigger the forfeiture provisions;
- Carl did not have just cause to bring the action, and it was not brought in good faith;
- Curtis did not have just cause to bring the action, and it was not brought in good faith;
- Carl has forfeited his interest, and thus his interest passes as if he has predeceased the Founders;
- Curtis has forfeited her interest, and thus her interest passes as if she has predeceased the Founders;
- If Carl has not forfeited his interest via asserting any of the identified claims, and is or becomes entitled to receive any interest in the Founders' estate, then Amy's and Anita's expenses in defending against Carl's claims are to be charged against his interest dollar-for-dollar;
- If Curtis has not forfeited her interest via asserting any of the identified claims, and is or becomes entitled to receive any interest in the Founders' estate, then Amy's and Anita's expenses in defending against Curtis' claims are to be charged against her interest dollar-for-dollar;

and/or

- All expenses incurred by Amy and Anita to legally defend against or otherwise resist the contest or attack by Carl and/or Curtis are to be paid from the Trust as expenses of administration.

As a more specific example, but not by way of limitation, in his First Amended Petition for Declaratory Judgment, Carl "*seeks declaratory relief construing the...terms...[of the] Family Trust.*" The Brunsting Family Living Trust specifically prohibits an action to construe or contest the trust. Carl also seeks to impose a constructive trust, another claim that is specifically prohibited by Brunsting Family Living Trust.

Likewise, as a non-exclusive/non-limiting example, Curtis also seeks a declaration by the Court construing the terms of the Brunsting Family Living Trust, including, in particular, a finding that the QBDs affecting the terms of the Brunsting Family Living Trust are invalid. Curtis' requests violate the Brunsting Family Living Trust's terms.

Consistent with the Founders' wishes and cautions, the Co-Trustees request that the Court enter one or more declarations setting forth and confirming all or any of the Co-Trustees' assertions above. The Co-Trustees further seek a recovery/reimbursement of all attorney's fees, expenses and court costs associated with this matter, whether in accordance with the terms of the Brunsting Family Living Trust; in accordance with the Declaratory Judgment Act; as a sanctions/penalty for actions taken in bad faith, in equity, or otherwise.

III. PRAYER

Co-Trustees, Amy Brunsting and Anita Brunsting, pray that the Court declare:

A. Carl and Curtis have taken actions that trigger the forfeiture provisions;

B. Carl and Curtis' actions in triggering the forfeiture provisions were without just cause and were not in good faith;

C. The forfeiture provisions are enforceable and applicable in this case;

D. By their actions, Carl and Curtis have forfeited their interests in the trust as though they had predeceased the Founders;

E. All expenses, including attorney's fees, incurred to legally defend against or otherwise resist the contest or attack by Carl and/or Curtis are to be paid from the Trust as expenses of administration.

F. Co-Trustees be reimbursed their reasonable attorneys' fees and court costs;

G. Co-Trustees recover prejudgment and post-judgment interest as allowed by law.

H. Co-Trustees receive such other and further relief, general and special, legal and equitable, to which they may be entitled.

Respectfully submitted,

GRIFFIN & MATTHEWS

BY: _____

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ATTORNEYS FOR ANITA BRUNSTING

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 4th day of November 2019, to all counsel of record/pro se parties via E-file and/or direct e-mail.

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TAB 37

FILED
10/15/2021 3:32 PM
Teneshia Hudspeth
County Clerk
Harris County - County Probate Court No. 4
Accepted By: CC

NO. 412,249-401

IN RE ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4)
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

PLAINTIFF CANDACE LOUISE CURTIS' ANSWER TO DEFENDANT AMY BRUNSTING'S AND DEFENDANT ANITA BRUNSTINGS ORIGINAL COUNTERCLAIM

On November 4, 2019, after having been Defendants since February 27, 2012, Anita and Amy Brunsting filed "Amy Brunsting's & Anita Brunsting's Original Counterclaim". In their Original Counter Claim Defendants Anita Brunsting and Amy Brunsting bring the following list of claims:

Anita Brunsting & Amy Brunsting's List of Counter Claims

1) *One or more of the causes of action asserted and/or declarations sought by Carl trigger the forfeiture provisions;*
2) *One or more of the causes of action asserted and/or declarations sought by Curtis trigger the forfeiture provisions;*
3) *One or more of the motions, responses, and/or replies filed by Carl trigger the forfeiture provisions;*
4) *One or more of the motions, responses, and/or replies filed by Curtis trigger the Forfeiture provisions;*
5) *Carl did not have just cause to bring the action, and it was not brought in good faith;*
6) *Curtis did not have just cause to bring the action, and it was not brought in good faith;*
7) *Carl has forfeited his interest, and thus his interest passes as if he has predeceased the Founders;*
8) *Curtis has forfeited her interest, and thus her interest passes as if she has predeceased the Founders;*

9) *If Carl has not forfeited his interest via asserting any of the identified claims, and is or becomes entitled to receive any interest in the Founders' estate, then Amy's and Anita's expenses in defending against Carl's claims are to be charged against his interest dollar for-dollar;*

10) *If Curtis has not forfeited her interest via asserting any of the identified claims, and is or becomes entitled to receive any interest in the Founders' estate, then Amy's and Anita's expenses in defending against Curtis' claims are to be charged against her interest dollar-for-dollar;*

11) *All expenses incurred by Amy and Anita to legally defend against or otherwise resist the contest or attack by Carl and/or Curtis are to be paid from the Trust as expenses of administration.*

I. Summary of Defendants' Counter Claims:

Defendants' counter claims are of three types (1) In Terrorem (2) Bad Faith and (3) entitlement to fees and costs.

Defendants Anita and Amy Brunsting claim to be "*co-Trustees of the Restatement*", allege that Carl and Candace brought legal action without probable cause and in bad faith, (5 & 6) and allege that claims brought by Carl and Candace in the probate court triggered the no-contest clause provisions in the August 25, 2010 QBD/TPA, causing forfeiture of their beneficial interests (1, 2, 3, 4, 7, & 8), allege that Carl and Candace are responsible for the Defendants' attorney fees and other associated expenses "in *defending the attack* of Carl and Candace" (9, 10, 11) and claim the right to satisfy their personal legal debt obligations from Carl and Candace's trust property or from Carl and Candace's estate inheritance expectancy.

II. Summary of Plaintiff Answers

Defendants are not "co-Trustees of the Restatement".

Candace has already established probable cause and good faith.[1] Defendants Anita Brunsting and Amy Brunsting have manifested their own bad faith and malicious intent:

- by their refusal to perform fiduciary obligations of the office according to the "*Settlors Intentions*"
- by breaching the fiduciary duty of undivided loyalty owed to the beneficiary and threatening the beneficiary's property interests rather than protecting those interests,
- by breaching the fiduciary duty of candor,
- by breaching the fiduciary duty to avoid self-dealing
- by breaching the fiduciary duty to act with integrity of the strictest kind
- by breaching the fiduciary duty of fair and honest dealing
- by breaching the fiduciary duty of full disclosure of all actions affecting the Trust
- by breaching the fiduciary duty to provide full, true and complete accountings to the beneficiaries at least semi-annually
- by breaching the fiduciary duty to administer the trust solely for the benefit of the beneficiaries as required by the strict terms of the trust agreement and the property code.

Carl and Candace have forfeited nothing.

Defendant Anita Brunsting violated the in Terrorem clause in the 2005 Restatement[2] (1) by participating in making unauthorized changes to the Settlors' trust agreement, (2) by occupying the office of trustee and refusing to perform the obligations of the office according to the requirements established by the Settlors and (3) by making her malicious intentions abundantly obvious while failing to provide required accounting and disclosures knowing the beneficiary had no other means of protecting property interests than to seek judicial remedy.

Defendants triggered the in Terrorem clause in the Restatement by causing litigation to be brought for the purpose of advancing a theory that, if true, would

[1] Preliminary Injunction issued April 9, 2013 and published April 19, 2013 that remains in full force and effect under the terms of the Order remanding the case to the probate court.
[2] Article 11 Section C page 11-1

enlarge the claimant's share. That theory is that Carl and Candace violated the in Terrorem clause in the August 25, 2010 QBD/TPA, containing corruption of blood provisions, a scheme which they have now formally admitted in their counter claims.

Plaintiffs are not liable for Defendants' personal liabilities or the costs of their defense. Breach of fiduciary is a personal liability of the trustee and not a liability of the cestui que trust[3]. Defendants continue to refuse to honor the affirmative obligations of the office, are responsible for causing litigation to be brought and maintained and responsible for all costs, expenses, losses and other injuries suffered as a direct and proximate result of Defendants' actions and inactions while occupying the office of trustee.

III. Co-Trustees of the Restatement

Amy and Anita Brunsting are not co-trustees of the Restatement.

In 1996 Elmer and Nelva Brunsting created a family trust in which they made each of their five children[4] a remainder beneficiary with equal property interests, with the intention of transferring their assets to their five children in equal proportions. Elmer and Nelva were the Original Trustees with three successor trustees in individual succession as follows: Anita, Carl, Amy. [5]

When Elmer and Nelva restated their trust in 2005[6] they removed Anita's name from the list of successor trustees, designating Carl and Amy as "successor co-trustees" with Candace Curtis as the alternate.

When Elmer and Nelva amended the Restatement[7] in 2007 they replaced Article IV in its entirety removing Amy's name from the list of successor trustees

[3] Plaintiff is the cestui que. The cestui que is the real property owner. The trustee merely holds bare legal title for the benefit of the cestui que. If the trustee owes no affirmative duties to the cestui que, there is no trust relationship. A.k.a. "no trust"
[4] Candace Curtis, Carole Brunsting, Carl Brunsting, Amy Brunsting and Anita Brunsting
[5] Exhibit 6 Plaintiff's January 25, 2016 Motion for Partial Summary and Declaratory Judgment
[6] Exhibit 7 Plaintiff's January 25, 2016 Motion for Partial Summary and Declaratory Judgment
[7] Exhibit 8 Plaintiff's January 25, 2016 Motion for Partial Summary and Declaratory Judgment

designating Carl and Candace as the successor co-trustees and naming Frost Bank as the alternate.

The 2007 Amendment was the last instrument signed by both Settlors and it was the last instrument to comport with the Article III requirements for altering or amending the family trust agreement.

Carl and Candace are the co-trustees of the Restatement.

Elmer was declared NCM in June of 2008 and was no longer able to agree to make changes to the family trust agreement. All of the instruments that followed the 2007 Amendment were signed by Nelva alone, were not approved by a court of competent jurisdiction and are thus invalid.

IV. Probable Cause and Good Faith

Section XII (E) of the 2005 Restatement (p. 12-10) requires the trustee to account to the beneficiary at least semi-annually. Anita claims to have become trustee on December 21, 2010. Nelva passed November 11, 2011. By the time Nelva passed Anita would have been required to submit at least one accounting and given that it would be her first accounting, it would necessarily be a full, true and complete accounting.

It would also follow that, by the time Nelva passed Anita would have assembled the books and records of accounts and would be prepared to deliver her second scheduled accounting. That accounting became due to the remaindermen within 90 days of the passing of Nelva Brunsting when they became income beneficiaries.

It was Anita's failure to submit the required accounting that compelled the beneficiary to pursue the only option available for protecting beneficial interests in trust property. Anita's plan to steal the trust res and her method (threats of

disinheritance for "challenging the trust") were well known topics on the family grapevine when Curtis asked for accounting and disclosures.

FROM INCEPTION Plaintiff Curtis spent nineteen total months as a pro se in the federal courts[8]. In that time Curtis (1) perfected a successful Fifth Circuit Appeal[9], surviving sua sponte dismissal under the probate exception, (2) had two full evidentiary hearings, (3) obtained the appointment of a Special Master, (4) obtained an accounting and disclosures (5) established the existence of a fiduciary relationship, in that Anita and Amy Brunsting as trustees owe fiduciary duties to Plaintiff, (6) Findings of Fact, Conclusions of Law, and Order after Hearing (7) obtained a preliminary injunction. The Preliminary Injunction established that Anita Brunsting, after occupying the office of trustee for more than two years, had:

(a) Failed to establish books and records of accounts,

(b) Failed to provide Plaintiff with a required accounting

(c) Paid her personal credit card obligations directly from a trust account

(d) Distributed substantial assets unequally to herself, Amy and Carole Brunsting without notice to Plaintiff

(e) Failed to disclose non-protected trust instruments to Plaintiff and,

(f) Failed to act in accordance with the duties required by the Trust.

The prerequisites for the granting of a preliminary injunction require a plaintiff to establish that: (a) a substantial likelihood exists that the plaintiff will prevail on the merits; (b) a substantial threat exists that the plaintiff will suffer irreparable injury if the injunction is not granted; (c) the threatened injury to the plaintiff outweighs the threatened harm that the injunction may do to the defendants;

[8] Southern District of Texas Case No 4:12-cv-592

[9] Appellate No 12-20164, published Curtis v Brunsting 704 F.3d 406. The Wills of Elmer and Nelva Brunsting were filed after the sua sponte dismissal but before Appellants opening brief was due.

and, (d) granting the injunction will not disserve the public interest. *See Calloway,* 489 F.2d at 572-73.

This pretty much puts the allegations of the absence of just cause or lack of good faith to rest, but what does complete and total absence of specific performance say about Anita and Amy's intentions as those intentions relate to the intentions of the Settlors in creating a trust?

During disclosures Anita failed to reveal the emails she received from Nelva explaining that "everything gets divided equally". During Anita's tenure as sole trustee Anita distributed trust assets unequally to herself, Amy, Carole and Candace but there were no distributions to Carl even though Carl was the most needful of all.

In Terrorem

Anita Brunsting and Amy Brunsting have stated their intention to enlarge their share by claiming that Carl and Candace violated the no-contest clause in the August 25, 2010 QBD/TPA[10].

The in Terrorem clause in the August 25, 2010 QBD/TPA contains a corruption of blood provision that would reduce the number of shares, thus enlarging those of the remaining beneficiaries. However, Defendants fail to distinguish challenging their actions and inactions as trustees from challenging the intentions of the settlors, fail to distinguish sole and absolute discretion from sole and absolute power, fail to distinguish trustee powers and obligations from their own selfish interests, fail to distinguish between revocable and irrevocable, fail to distinguish the family trust from Nelva Brunsting's estate, fail to distinguish Elmer's share from Nelva's share, fail to distinguish between the exercise of the inter vivos "Qualified Beneficiary Designation" (Art. III), from the "Testamentary Power of Appointment"

[10] "Qualified Beneficiary Designation and Testamentary Power Of Appointment under Living Trust Agreement" allegedly signed by Nelva Brunsting alone on August 25, 2010

(Art IX) and fail to recognize any obligations associated with or boundaries applicable to their control of the assets, equivalent of arguing that there is no trust relationship at all.

V. Challenging the Settlors' Intentions

A trust is a mechanism used to transfer property. Bradley v. Shaffer, 535 S.W.3d 242, 247 (Tex. App.—Eastland 2017, no pet.); Hallmark v. Port/Cooper-T. Smith Stevedoring Co., 907 S.W.2d 586, 589 (Tex. App.—Corpus Christi 1995, no writ).

Elmer Brunsting passed April 1, 2009 and Nelva Brunsting passed November 11, 2011. Remainder rights in entrusted property vested in the beneficiary at the passing of the second Settlor, both under the private law of the trust[11] and under the public law of Texas.[12]

These rights in property vested eight years ago and none of the other property owners have seen one dime of their beneficial interest in the trust nor has any "personal asset trust" been created for any beneficiary as Defendant Amy Brunsting's March 9, 2012 affidavit claims. Instead, the trust has been held hostage in the -401 action that has been malingering in Harris County Probate Court for six and one half years, without a single "Findings of Fact, Conclusion of Law, or Order after Hearing.

During six and one half years in substantive stasis, trust beneficiaries Carl and Candace have been vilified, threatened, demeaned, robbed, defrauded and obstructed. The identity of Candace Curtis' lawsuit was converted to serve someone else's purposes and Candace Curtis has been sanctioned for filing good faith pleadings.

[11] 2005 Restatement as amended in 2007
[12] Tex. Est. Code § 101.001

During that same six and one half years trust beneficiary Curtis has incurred substantial expense in her efforts to obtain possession and enjoyment of the property to which she has been vested for more than eight years, while that property has taken a substantial economic beating.

Carl and Candace have never held the capacity to perform the duties of the office of trustee and neither Carl nor Candace has the capacity to perform those duties while the office remains in the hostile possession of the Defendants.

Defendants have failed to perform any obligations under any alleged trust instruments, have ignored the specific performance commanded by the preliminary injunction and have moved the court to sanction a beneficiary to whom they owe fiduciary duties they refuse to honor.

VI. Settling the Trust

A trust is a mechanism used to transfer property.

The first step in transferring the trust property to the five beneficiaries in equal proportions requires a full true and complete accounting of the assets to be divided. Rather than prepare the necessary data Anita simply did nothing, thinking that under the 8/25/2010 QBD/TPA she had sole and absolute power and would spring the no-contest clause trap when her disenfranchised beneficiary victims complained. While the sua sponte dismissal of Plaintiff Curtis' Breach of fiduciary was on appeal to the Fifth Circuit Anita continued to do nothing to settle the trust.

Eight years without performing a single affirmative fiduciary duty, including failing to distribute the income to the income beneficiaries as Ordered by a federal judge, have shown Anita's intention. Those intentions have been further confessed by the recent counter claims disloyally seeking to disenfranchise beneficiaries Carl and Candace for bringing claims to protect beneficial interest and for asking the

questions and raising the claims flowing from discovery of what Anita kept silent when she had a duty to speak.

VII. Mr. Toads Wild Ride

After retaining Houston attorney Jason Ostrom, Plaintiff Curtis' non-probate related federal lawsuit finds its way to Harris County Probate Court No. 4, where it vanished by way of conversion[13]. Sixty-six months later not one substantive issue relating to Plaintiff's breach of fiduciary lawsuit has even seen a hearing and not one substantive question has been resolved beginning with:

1. What are the valid and controlling trust instruments?
2. Who are the trustees?
3. What court should hear and decide these questions?"

VIII. Fiduciary Disloyalty

The Vacek and Freed attorneys betrayed the fiduciary duty of undivided loyalty they owed their clients, Elmer and Nelva Brunsting, and entered into a conflicting confidential relationship with Anita and later Amy Brunsting. When Candace filed suit, the Vacek and Freed Attorneys represented Defendants Anita Brunsting and Amy Brunsting against the beneficiary's demand for accounting and disclosures.

Under Article III of the 2005 Restatement, changes to the trust could only be in a writing signed by both Settlors or by a court of competent jurisdiction. Thus, when Elmer was certified incompetent the trust could not be altered or amended except by a court of competent jurisdiction.

[13] According to what rule, policy, practice, statute, doctrine or other authority did the federal lawsuit become the estate of Nelva Brunsting?

Notwithstanding Elmer having been declared non compos mentis, the Vacek and Freed attorneys began generating instruments that undermined and completely reversed the Settlors' intentions. The nearly decade old controversy that has followed can be traced directly to the creation of these instruments.

What did Vacek and Freed promise Elmer and Nelva in the way of Peace of Mind and Asset Protection, if not the avoidance of everything that has followed in the wake of these "modification instruments"?

Anita Brunsting wanted to steal the entire trust from her siblings and Vacek & Freed attorneys Candace Kunz-Freed and Bernard Lisle Mathews III seeded Anita's desire with the drafting of a slew of illicit instruments giving the appearance that Anita was trustee and causing the assets to come under Anita's control. The complete known trust chronology is twenty-one instruments totaling 432 pages. Two thirds of the instruments were created after the trust became irrevocable.

Not only did the Vacek & Freed attorneys betray the fiduciary duty of undivided loyalty they owed to Elmer and Nelva Brunsting, they negligently misrepresented to Anita Brunsting that as trustee she would have "sole and absolute discretion" over whether or not to make distributions to the other beneficiaries and, if the other beneficiaries complained they would be disinherited along with their children.

Plaintiff Curtis' original federal complaint mentioned stalking, illegal wiretapping, the drafting of illicit instruments and the no-contest clause disinheritance scheme, all of which reared their ugly heads after Plaintiff's case left the federal court and arrived in probate court No. 4.

IX. The Scheme to Enlarge her Share

Curtis v Brunsting No. 4:12-cv-592 filed February 27, 2012 [Doc 1 p.20 para 4]

"I saw Carl and Drina for the first time since our Father's death, at our Mother's funeral. I did not know what to expect. Carl was talking to someone when Drina and I saw each other. In the blink of an eye we were hugging each other and crying. The deep wounds created by what had transpired over the last 16 months immediately began to heal. The bond between Carl, Drina and I was rekindled over the next few days. The difficulty for all of us was coming to grips with the notion that, apparently, behind our backs, Anita had made a concentrated effort to take control of the entire trust, and our individual inheritances, in such a manner that if Carl and I complain about it, she gets to keep it, all the while asserting to others that our Mother made this decision ON HER OWN. I know she did not, because she said so to me on the phone. She took my concern to heart and subsequently sent me a handwritten note saying, again, that it was not true.(P-16, 2 pgs.)"

X. Irrevocable AND "Pour Over"

The Brunsting Trust became irrevocable before any modification documents were created and both Settlors had pour over wills created concurrent with the trust.

The settlor cannot change a trust that becomes irrevocable under its own terms and a pour over will avoids probate because no decedent's estate is formed. Everything is resolved according to the instruments creating the trust. You cannot maneuver around that by using labels to cloth the nakedness of illicit changes to a trust that cannot be altered or amended except by a court of competent jurisdiction.

XI. Qualified Beneficiary Designation vs. Testamentary Power of Appointment

The "Quali*fied Beneficiary Designation* ***and*** *Testamentary Power of Appointment under Living Trust Agreement*" allegedly signed by Nelva Brunsting on August 25, 2010 created five personal asset trusts at the death of Nelva Brunsting. However, inter vivos and testamentary dispositions are mutually exclusive and this

instrument not only fails to distinguish one from the other, it fails to conform to the formalities of a testamentary instrument.[14]

> *If the death of the Trustor is a condition precedent to the creation of a trust, the requirements for the execution of a will must be met.*
>
> *There is a difference between the situation where the death of the settlor is a condition precedent to the creation of a trust, and the situation where the trust is created during the lifetime of the settlor, although he reserves power to revoke it. In the former case no trust is created unless the requirements for the execution of a will are complied with. In the latter case the trust is not testamentary and may be created without compliance with the requirements for the execution of a will.*[15]

The fact that the Brunsting family trust was irrevocable and that the provisions for the decedent's trust share were those prescribed by the irrevocable trust instrument is controlling. Nelva had no power to alter or amend either and the "Testamentary Power of Appointment under Living Trust Agreement" is nothing but a contradiction that creates another paradox.

Elmer and Nelva had arranged for an inter vivos disposition of their assets and both had wills devising only to the trust. Nelva did not express in the 8/25/2010 QBD/TPA that she intended to create a will or revoke her exiting will, which is a formality required of a testamentary instrument.

The August 25, 2010 QBD/TPA

The August 25, 2010 QBD/TPA is not a valid trust instrument, however, Plaintiff Curtis bears no burden of proof an this juncture:

- The August 25, 2010 QBD/TPA is not in evidence.
- The August 25, 2010 QBD/TPA Claims to alter/amend/change irrevocable trusts.

[14] *Land v. Marshall*, 426 S.W.2d 841, 844 (Tex. 1968)
[15] Estate of Canales, in re, 837 S.W.2d 662, 665 (Tex. App. 1992)

- Was preceded by a June 2015 QBD that was not revoked but affirmed in the August 25, 2010 QBD/TPA.
- The August 25, 2010 QBD/TPA was allegedly Signed by Nelva alone but Nelva said "it's not true" in her own hand writing
    - 3 different signature page versions appear in the record
    - None are photo copies of a wet signed original but contain digital stamp images of Nelva's signature
    - Each signature page version was filed by a different party[16]
    - Amy, Anita and Carole have all denied personal knowledge of its creation and chain of custody
    - Only one Notary Log Entry for 8/25/2010 QBD, 3 for COT's and 1 DPOA
    - No-contest clause contains corruption of blood provisions
    - Allegedly authorizes the trustees to ignore fiduciary duties owed to and for the benefit of the beneficiary, which is the equivalent of arguing that there is no trust relationship.
    - The Article III QBD has never been distinguished from the Article IX TPA
        i. Art III - QBD applies to share of Settlor who exercises it (Nelva) Nelva's share was subject to revocation and Amendment
        ii. Art IX - TPA located in section titled "Administration of the Decedents Trust". The Decedents Trust share was created irrevocable and came into existence in the instant there was a decedent.
    - The alleged testamentary power of appointment presents a paradox. Irrevocable means Nelva didn't have a property interest in the decedent's trusts except for what was expressly stated[17]
    - This "Testamentary Power of Appointment" came into existence in the same instant there was a decedent's trust, which is the same instant the trust became irrevocable, and, being testamentary, it would go into effect in the instant of Nelva's death which is the instant in which Nelva's limited property interest in the Decedent's irrevocable trust share terminated.
    - Claims to create 5 testamentary trusts (personal asset trusts) but does not comport with the formalities required of a testamentary instrument.

[16] See Plaintiff Curtis July 13, 2015 Answer to Defendant Anita Brunsting and Defendant Amy Brunstings June 26, 2015 "No Evidence Motion for Partial Summary Judgment" (both remain pending)
[17] $5000 annually plus whatever portion of the principal was needed for her health maintenance and welfare after the survivors share was exhausted.

Whether or not it presents itself for examination, the 8/25/2010 QBD/TPA is not a valid instrument by any measure. The in Terrorem clause contains corruption of blood and that too unenforceable.

XII. CONCLUSION

Only Defendants Anita Brunsting and Amy Brunsting have been in a position to honor and execute the Settlors' intentions and only Defendants Anita Brunsting and Amy Brunsting have refused to honor the Settlors' intentions.

Defendant Amy Brunsting, rather than taking exception to Anita's conduct, joined Defendant Anita Brunsting and has assumed the lead position in attempting to vilify the intended victims of Defendants' own disloyalty.

Eight years after the passing of the last Settlor, and after having failed to perform even one affirmative fiduciary act for the benefit of the cestui que, both co-defendant co-trustees have now formally advanced a theory that, if true, would enlarge their share of the trust res, just as Plaintiff Candace Curtis stated in her original affidavit February 27, 2012. In so doing, Defendants Anita Brunsting and Amy Brunsting have clearly violated the in Terrorem clause in "the 2005 restatement".

Under the Restatement, Anita's former trust share should now be the property of her children, Luke and Katie, and Amy's former trust share should now be the property of her children, Ann and Jack.

Plaintiff Curtis wants possession and control of her property just as the Settlors intended. Unlike Anita and Amy Brunsting, Plaintiff Curtis has not and does not seek to enlarge her share at the expense of the other beneficiaries. Further, Plaintiff sayeth naught.

Respectfully submitted

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was forwarded to all known counsel of record and unrepresented parties in the manner required by the Rules on this day, Friday, October 15, 2021.

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Addendum to Plaintiff's Second Amended Complaint and Motion for Summary and Declaratory Judgment

I. Introduction

Elmer and Nelva Brunsting had a son and four daughters they wanted to benefit from their lifetime of inherited and acquired wealth. Their concerns were quite simply to transfer their assets to their five progeny in equal proportions at their passing, [1, 2, 3] minimizing taxes and avoiding the much publicized corruption in the state probate courts [4, 5, 6]. In order to accomplish this purpose they retained the assistance of estate planning attorney Albert Vacek Jr. who gave specific assurances that his products and services would accomplish these purposes.

Elmer Brunsting passed April 1, 2009 and Nelva Brunsting passed November 11, 2011. In theory, Elmer and Nelva did everything correctly as, under the law, all right, title and interest in their bounty vested equally in their five progeny, via the family trust, at the passing of Nelva Brunsting on November 11, 2011. Nevertheless, today is 10/10/2021 and in nearly ten years, not one dime from the Brunsting Trust has been transferred to any of the trust beneficiaries.

The pivotal question here is obvious.

If Elmer and Nelva did everything correctly, as advertised by their estate planning attorneys, why, after nearly ten years, have the income beneficiaries received nothing from the corpus or income of the family trust as the settlors intended?

One dispositive fact that should be noted from the onset is that family trust beneficiary Anita Brunsting claims to have become sole trustee on December 21, 2010. Anita is the only individual with the trust check book and exclusive control of the trust's assets. It should also be noted that Anita Brunsting's Attorney is Stephen A Mendel, *(mendellawfirm.com)* Texas State Bar No. 13930650.

Dispositive allegations should also be noted from the onset. Anita Brunsting is not now, nor has she ever been, a trustee for Elmer's share of the family trust, nor has she ever performed a fiduciary act for the benefit of the other beneficiaries, nor did she disclose her self-distributions to Plaintiff's Carl and Candace, nor did she equalize the distributions she failed to disclose. Quite the contrary, Anita Brunsting colluded with the settlor's disloyal estate planning attorneys to seize control of the trusts' assets [7] and has not divided the assets according to the settlors' intentions.

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It doesn't appear that Anita ever intended to divide the assets according to the settlors' intentions as everything in the record suggests she gave preference to her own intentions.

II. Relevant History of the Brunsting Trust

The Original 1996 Family Trust

In 1996 Elmer Brunsting and his wife Nelva created the "Brunsting Family Living Trust" for their benefit and for the benefit of their five adult progeny. Elmer and Nelva were the original co-trustees and Anita Brunsting was named as the sole successor trustee.

Irrevocable Life Insurance Trust

In 1999 Elmer and Nelva also created an irrevocable Life Insurance Trust for the benefit of their five issues, naming Anita Brunsting as the sole trustee.[1]

January 12, 2005 – The 2005 Restatement

In 2005 Elmer and Nelva restated their trust, replacing the original 1996 trust agreement in its entirety. The 2005 Restatement [8] removed Anita from becoming a successor trustee and replaced her with Carl and Amy as successor co-trustees with Candace Curtis as the alternate.

September 6, 2007 – The 2007 Amendment

In 2007 Elmer and Nelva jointly amended Article IV of the 2005 Restatement. With the 2007 Amendment [9], Elmer and Nelva replaced Amy with Candace, leaving Carl and Candace as successor co-trustees and naming Frost Bank as the alternate.

The Power to Alter or Amend

Article III of the 2005 Restatement provides an "either/or" for making changes to the trust agreement. Either (1) the signature of both Settlors or (2) a court of competent jurisdiction, neither of which accompanied any instrument dated after June 9, 2008. It necessarily follows that the administration and disposition provisions for Elmer' trust share could not be changed after June 9,

[1] Anita Brunsting used this instrument April 9, 2013, at the preliminary injunction hearing, mixed with portions of the family trust, in attempt to fool federal judge Kenneth Hoyt into thinking that she had always been the only trustee for the family trust. Judge Hoyt's April 19, 2013 Memorandum of Preliminary Injunction [14] points out the pertinent anomalies with the instruments and lack of accounting and finds that Anita failed to act in accord with the trusts requirements.

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2008 and that the September 6, 2007 Amendment was the last family trust instrument signed by both Settlors.

"Our Right to Amend or Revoke This Trust"

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect. Tile affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our· share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone."

III. The Family Trust became Irrevocable June 9, 2008

Elmer Brunsting was certified Non Compos Mentis by three doctors in June 2008 [10] and was no longer able to make legal or medical decisions, thus rendering the family trust irrevocable by its own terms,[2] and requiring the approval of a court of competent jurisdiction before any alterations or amendments could be made that would affect the distribution of Elmer's share, see Texas Property Code Section §112.051.[3]

Qualified Beneficiary Designation

Article III of the 2005 Restatement also contains a provision that allowed each settlor the option of altering the disposition for their individual share. The exercise of this power could only apply to the share of the Settlor who exercised the power. Elmer did not exercise the QBD power and thus, the provisions for administration and disposition of Elmer H. Brunsting's irrevocable

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[2] Texas Property Code Sec. 112.051. REVOCATION, MODIFICATION, OR AMENDMENT BY SETTLOR. (a) A settlor may revoke the trust unless it is irrevocable by the express terms of the instrument creating it or of an instrument modifying it.

[3] Elmer Brunstings irrevocable trust share contains all of the remaining assets

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trust "share" remains those contained in the 2005 Restatement as amended in 2007. Carl Henry Brunsting and Candace Louise Curtis are the lawful co-trustees and Elmer's share of the family trust was to be divided by five and distributed to the beneficiaries. That has not happened.

IV. The Rupture

Notwithstanding the fact that the trust had become irrevocable, estate planning attorney Candace Kunz-Freed, with the assistance of Vacek associate attorney Bernard Lisle Mathews III, began producing alterations to Elmer and Nelva's trust agreement, beginning with drafting instruments altering Article IV, installing their new client Anita Brunsting[4], as successor co-trustee with Carl and issuing new certificates of trust.[5] None of the instruments authored after June 9, 2008 were signed by both Settlor's or approved by a court of competent jurisdiction and none could affect the trustee designations in Article IV or the disposition provisions for Elmer's irrevocable trust share as expressed in Article X Section B; 1/5, 1/5, 1/5, 1/5, 1/5.

No instrument created after June 9, 2008 is valid as affecting the irrevocable family trust in regard to the administration or disposition of Elmer's share. It should also be noted here that Elmer's share is where the remaining assets are held, including the securities and the Iowa farm.

July 1, 2008 Appointment and Certificates of Trust

These instruments [11], and the series to follow, are alleged to have been signed by Nelva alone and even if they were signed by Nelva, they were not approved by a court of competent jurisdiction and could not apply to the disposition of Elmer Brunsting's irrevocable trust share in any event. Nelva's was entitled to the income from Elmer's trust share but had a yearly limit of $5000 on access to the corpus. (Article IX Section A (2)) with specific exceptions strictly limited to the Surviving founders "*health, education, maintenance and support*".

Elmer passed April 1, 2009

When Elmer passed on April 1, 2009 the successor co-trustees for the irrevocable Family and Decedent's trusts could only be those named in the 2007 Amendment [9]; Carl Brunsting and Candace Curtis.

An identical certificate to one not signed on July 1, 2008 appears to have been signed by Nelva alone on February 24, 2010 and thus, the steady encroachment continued as the Vacek & Freed Attorneys improper changes to Elmer and Nelva Brunsting's trust agreement are

[4] Violating Rule 1.06(a), (d) and (e) of the Disciplinary Rules of Professional Conduct

[5] CONFLICT: It should be noted here that when litigation was brought in effort to obtain an accounting and fiduciary disclosures, Anita Brunsting, and her new co-trustee Amy Brunsting, were represented by Vacek & Freed Attorneys Candace Kunz-Freed and Bernard Lisle Mathews III, infra. These conflicts of interest are violations of Rule 1.06(a), (d), (e) and (f) of the Disciplinary Rules of Professional Conduct and is thus conduct ultra vires the office of attorney.

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implemented one incremental alteration at a time, with Vacek & Freed's new client, "Anita Brunsting", now improperly embedded as a successor co-trustee with Carl.

Freed and Mathews second wave of incremental alterations came with the Certificates of Trust dated February 24, 2010.

a. New Family Trust [BRUNSTING005810-5813]
b. Elmer H. Brunsting Decedents Trust (disposition of this share was irrevocable as of June 9, 2008)
c. Nelva E Brunsting Survivors Trust (disposition of this share was amendable)

June 15, 2010 QBD

On June 15, 2010 [12], Nelva executed a Qualified Beneficiary Designation (Art III) combined with a Testamentary Power of Appointment (Art IX) in which she advanced Candace Curtis $20,000 to be offset against her future inheritance.

July 3, 2010 Carl falls ill with encephalitis and is in coma

When Carl fell weak the Vacek & Freed team went to work exploiting this family crisis as an opportunity to continue their alterations of Elmer and Nelva's trust agreement. When Carl was is in a coma, Anita took that opportunity to launch a character attack on Carl's wife Drina, thus distracting attention from the changes Anita and the Vacek crew were making to remove Carl as a successor co-trustee. Freed's notes say "*Anita called, Carl has encephalitis, amendment to trust, Anita and Amy to be co-trustees*". - [7] -. This is clearly where we see the collusion between Anita,

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the Settlor's disloyal estate planning attorneys, and the irrevocable trust rupturing instruments that followed Elmer's incapacity.

V. OBJECTION TO ASSUMING FACTS

August 25, 2010 Qualified Beneficiary Designation and Testamentary Power of Appointment

After a number of disclosures the alleged August 25, 2010 QBD/TPA shows up in the record with three distinctly different signature page variations.

1. August 25, 2010 QBD/TPA Can before signature
    a. Disclosed in Anita's 156 page objections filed December 5, 2014. The QBD appears at pdf pages 96 through 132 with signature page 37 at p132 bearing Bates stamp [P229].
2. August 25, 2010 QBD/TPA Signature on the line
    a. Case 4:12-cv-00592 Document 1-12 (pgs. 1-30) and Doc. 1-13 (pgs. 1-7), Filed TXSD on 02/27/12 with signature at Doc. 1-13 Page 7 of 20
3. August 25, 2010 QBD/TPA [V&F 353-389 ABL] Signature above the line
    a. In Carole's 133 page objection filed Feb. 17, 2015. The QBD appears at pdf pages 97 through 133 with signature page 37 appearing at p133 and bearing Bates stamp [P192].
4. August 25, 2010 Appointment of Successor Trustees
5. August 25, 2010 Certificates of Trust [V&F 000207-251]

At page 3 of 13, in their June 26, 2015 "No-Evidence Motion for Summary Judgement", alleged co-trustees Anita and Amy Brunsting argue that Plaintiff can produce no evidence "*that Anita and/or Amy were present when Nelva signed the 8/25/2010 QBD*", and the first paragraph of the following page reads:

> *"There is also no evidence in the record that suggests Plaintiff Curtis or Plaintiff Brunsting were present when Nelva allegedly executed the 8/25/10 QBD. There is no evidence that Defendant Carole Brunsting was present when Nelva executed the 8/25/10 QBD."*

Thus, neither Anita, nor Amy, nor Carole claim to have been present when Nelva is alleged to have signed the instrument and yet each produced a different signature page version of the instrument. The Notary Public on all of the post June 2008 "change instruments" was estate planning attorney Candice Kunz-Freed, whose notes show that she received her instructions to "change the trust" from Anita [13] and we do have evidence of that. It should also be noted that Kunz-Freed's notary log fails to show that three separate copies of the 8/25/2010 QBD were notarized as required by Gov't Code § 406.014, if in fact three separate instruments had been signed on that date. As already stated, Texas Property Code Section §112.051 does not allow a

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Settlor to amend a trust that has become irrevocable by its own terms so this 8/25/2010 QBD is necessarily invalid as to Elmer's share whether the instrument was signed by Nelva or not.

The August 25, 2010 QBD/TPA that Defendants point to as "the trust", is not in evidence. Until it has been introduced by eye witness testimony at an evidentiary hearing and qualified as evidence, beneficiary Candace Curtis objects to any reference to this instrument as assuming facts not in evidence. The same objection is hereby made to the instruments dated December 21, 2010. Instruments from both dates appear to be scanned analog instruments bearing the signature of estate planning attorney/notary Candace Kunz-Freed, to which digital images of Nelva's signature were added.

a. December 21, 2010 Resignation of Original Trustee [V&F906-915]
b. December 21, 2010 Appointment of Successor trustee [V&F240-245 & 906-915]
c. December 21, 2010 Certificates of Trust, [V&F906-915]

These instruments appear to have been digitally altered to give the appearance of having been signed by Nelva Brunsting and, as the best evidence rule requires, we need to see a show of proof along with witness testimony regarding the chain of custody and control for each of these instruments. In any event the answers will have no effect on the disposition of the Elmer H. Brunsting's irrevocable trust share, officially created by the passing of Elmer Brunsting April 01, 2009.

November 11, 2011 Nelva Brunsting Demise

After Nelva's passing, the procedural catalyst for commencing litigation was Anita Brunsting's failure to provide a full, true and complete accounting within 90 days of a request by current trust income beneficiary Candace Curtis.

VI. SUMMARY OF THE CLAIMS

BREACH OF FIDUCIARY

6. Defendant Anita Brunsting, while acting as sole trustee for the Brunsting family Living Trust, owed fiduciary duties to Beneficiary/Plaintiff Candace Curtis.
7. Defendant beneficiary Anita Brunsting, acting as trustee, has continuously and persistently breached the fiduciary duty of full disclosure owed to Beneficiary Plaintiff Candace Curtis; continuously and persistently breached the fiduciary duty to provide full, true and complete accountings to Beneficiary Plaintiff Candace Curtis; continuously and persistently breached the duty of undivided loyalty and utmost good faith owed to Beneficiary Plaintiff Candace Curtis; continuously and persistently breached the duty of candor owed to beneficiary Candace Curtis; breached the duty to refrain from self-dealing; continuously and persistently breached the duty to act with integrity of the

strictest kind; breached the duty of fair, honest dealing and has challenged the Settlor's intent, thereby violating in Terrorem provisions.

8. Plaintiff Candace Curtis has suffered damages as a direct or proximate result of Defendant Trustee Anita Brunsting's breach of fiduciary duties.

CONSTRUCTIVE FRAUD

Constructive fraud exists when a breach of a legal or equitable duty occurs that has a tendency to deceive others and violate their confidence. As a result of Defendants' fiduciary relationship with Plaintiff, Defendants owed Plaintiff legal duties of a fiduciary character imposing a level of obligation far above that of ordinary care. The breaches of the fiduciary duties discussed above, and incorporated herein by reference, constitute constructive fraud, which caused injury to Plaintiff. Plaintiff seeks actual damages, as well as, punitive damages from Defendant Anita Brunsting individually, on behalf of self and on behalf of those similarly situated.

MONEY HAD AND RECEIVED

Defendant, Anita Brunsting, has taken money that belongs in equity and good conscience to Plaintiff, and has done so with malice and through fraud. Plaintiff seeks her actual damages, exemplary damages, pre- and post-judgment interest and other costs.

CONVERSION THEFT

Defendants have converted assets that belong to the Brunsting Family Living Trust in which Plaintiff, as beneficiary, has the same beneficial interest as the other beneficiaries. Defendants have wrongfully, and with malice, exercised dominion and control over assets the plaintiff owned, possessed, or had the immediate right of possession and control of; the defendant wrongfully exercised dominion or control over the property to the exclusion of, or inconsistent with, the plaintiffs rights as an owner; the plaintiff demanded distribution, surrender and return of the property; and the defendant refused to return, surrender, or distribute the property; and the plaintiff has thereby suffered injury as has the Brunsting Family Living Trust and its other income beneficiaries. Plaintiff seeks actual damages, exemplary damages, pre- and post-judgment interest and court costs.

TORTIOUS INTERFERENCE WITH INHERITANCE RIGHTS

A cause of action for tortious interference with inheritance rights exists when a defendant by fraud, duress, or other tortious means intentionally prevents another from receiving from a third person an inheritance or gift that he would otherwise have received. Defendants herein breached their fiduciary duties and converted funds that would have passed to Plaintiff through the Brunsting Family Trust, and in doing so tortuously interfered with Plaintiffs inheritance rights. Plaintiff seeks actual damages as well as punitive damages.

DECLARATORY JUDGMENT

The only things necessary to fashion an appropriate remedy at this juncture is a judicial declaration of which instruments are valid and controlling. This is not a difficult question to answer but a very simple question of law. As has been shown, the Brunsting Family Living Trust was

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created by Nelva and Elmer Brunsting in 1996, restated in 2005 and amended in 2007. The family trust became irrevocable upon the certified incapacity of Elmer Brunsting on or about June 9, 2008. None of the instruments dated after June 9, 2008 altered or amended the administration or distribution provisions for Elmer's share of the Brunsting Family Living Trust.

Plaintiff seeks judicial declarations that the valid trust instruments are the 2005 Restatement as amended in 2007; that the obligations of the acting trustee at the passing of Nelva Brunsting, on November 11, 2011, was to divide the assets by 5 and distribute the assets among the five beneficiaries in equal portions.

IN TERROREM

Plaintiff seeks a judicial declaration that Defendant Anita Brunsting, acting as sole trustee with exclusive control of the trust's assets since December 21, 2010, has breached fiduciary duties owed to the other beneficiaries; that Anita's failure to act in accord with the settlor's express intent has been willful and malicious; that by acts and omissions, Anita has challenged the Settlors intentions and violated in Terrorem, thus entitling her issue to receive what would have become Anita's share of the trust income and corpus had she not challenged her parents trust agreement.

Article XI Section C of the 2005 Restatement [8] contains the in Terrorem provisions. A beneficiary seeking judicial remedy for a trustee's failure to account, seeking disclosures and seeking declaratory judgement in regard to trust instruments and seeking declaratory judgement in regard to compliance with trustee obligations, do not trigger in Terrorem and cannot be converted into acts violative of in Terrorem prohibitions, the criterion for which is confined to challenging the Settlors intentions.

Anita Brunsting, by act and omission as evidenced by the record and established by the admissions therein, has violated the in Terrorem clause in Article XI Section C of the 2005 Restatement by participating in the generation of illicit instruments; BY causing litigation to be brought for the purpose of enlarging her share and, by refusing to divide and distribute trust income and assets according to Article X Section B of the 2005 Restatement.

Anita has unquestionably challenged the distribution provisions established by Elmer and Nelva Brunsting jointly and is thus viewed, under the law of the trust, to have pre-deceased the settlor's thus entitling her successors in interest, Luke and Katie Riley, to receive what Anita would have received had she not violated the settlor's in Terrorem, as hereinafter more fully appears.

VII. LIABILITY

Breach of trust is a tortious act contrary to public policy for which the trustee is liable in their individual capacity. There are three elements to a breach of trust cause of action. All three of those elements have been established. The first two elements were established at the injunction hearing, as evidenced by the April 19, 2013 Memorandum of Preliminary Injunction.[13]

The liability of defendant Anita Brunsting for breach of fiduciary obligations was established by the April 19, 2013 Memorandum of Preliminary Injunction's finding of facts and conclusions of law finding (1) the existence of a fiduciary relationship, (2) that Anita, acting as

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trustee, owed fiduciary duties to beneficiary Candace Curtis (3) that there were inconsistencies with the instruments Anita presented as "the trust" (4) that Anita, after having been trustee for more than two and one half years, was unable to provide a proper accounting and (5) that Anita had failed to perform her obligations as required by the trust.

DAMAGES

Unfortunately injuries and damages suffered by the beneficiaries of this family trust, as a direct and proximate result of Anita's failure to act according to the Settlors directives, have continued to grow unabated. Using a prudent investor calculation of 13.8% interest compounded annually [14], **each beneficiaries 1/5th share of the three million dollar family trust should be worth more than 2.5 million dollars**. None-the-less, the trust corpus has remained stagnant while it is being held hostage in effort to extort the cost of Anita's failed attempt to steal the family trust from the other beneficiaries, under terms and conditions that would launder the extorted ransom by a settlement contract labeling the extorted ransom money's as legal fees.

The Defendants December 5, 2014 Objection to Plaintiff's Motion for Distributions [412249-401] argues at page 1:

1. Distributions to pay legal-fee creditors are not authorized by the trust and, therefore, the motions must be denied.
2. Distributions to pay legal-fee creditors are prohibited by the trust and, therefore, the motions must be denied.

However, on March 5, 2021 Defendants submit an accounting in preparation for settlement negotiations in which they list $537,000 as a "Legal Fee Allocation" [15] with each beneficiary bearing a share of those costs. These Legal Fee Allocations do not appear as outstanding obligations of the trust on any trust accountings and are either trust obligations the trustee failed to disclose and for which the trustee has failed to account or, they are an illicit attempt to extract valuable consideration from parties that do not owe any such thing. There has been no accounting for these fees at all. What are they for? There has been no disclosure of any retainer agreement between trustee and attorney that would explain the work to be performed and the purpose for the

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trust being liable for such an amount. This is yet another breach of trust in bad faith with dishonest intentions.

The Beneficiaries have received no benefit from the family trust in the past ten years while several non-beneficiaries have enjoyed distributions from the family trust:

a. $5000.00 Attorney Jason Ostrom
b. $5000.00 Attorney George Vie III
c. $300,000.00+ in excess taxes due to trustee failure to distribute trust income to the beneficiaries.
d. $6500.00 Andrews Kurth L.L.P. mediation
e. $19,907.40 to attorney Gregory Lester, Temporary Administrator for the "Estate of Nelva Brunsting". How is the trust supposed to recover loans to an estate that does not have a representative or a corpus?
f. $10,620.73 to Jill Willard-Young, attorney for attorney Gregory Lester, Temporary Administrator for the "Estate of Nelva Brunsting". How is the trust supposed to recover loans to an estate that does not have a representative or a corpus?
g. Mediation with Judge Seymour - unknown
h. Mediation with Judge Davidson – unknown

None of this accounts for money spent on costs or fees already paid to attorneys by the beneficiaries. In the face of all this the alleged trustee defendants are demanding $537,000.00 in legal fee allocations without evidence of a retainer agreement describing the work to be performed or an accounting statement describing the work actually performed for which the beneficiaries of the trust would be liable. These figures also fail to include Anita's self-dealing or her non-disclosed and non-equalized distributions.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final trial in this matter, she will take judgment for her actual and exemplary damages, and that pre- and post-judgment interest and costs of court be assessed against the Defendants, and that Plaintiff be granted such further and additional relief to which she may show herself justly entitled.

Respectfully Submitted,

EXHIBIT LIST

1. Email Nelva to Candy "divided equally"
2. Nelva email to Amy "Candy to be co-trustee divided-equally"
3. Nelva email to Anita "divided equally"
4. Nelva email to Carl re corruption in the probate courts
5. Nelva email to Carl – news article attachment
6. Carl's reply – judge and attorneys should be horse whipped
7. Kunz-Freed's Notes: "Anita called, change the trust", make her and Amy co-trustees
8. 2005 Restatement
9. 2007 Amendment
10. 2008-06-09 email from Nelva to Anita and Kunz-Freed "Elmer Incompetent"

--- TRUST IS IRREVOCABLE ---

11. July 1, 2008 Appointment and Certificates of Trust
12. June 15, 2010 QBD
13. Preliminary Injunction
14. Compound Interest Calculator
15. Legal Fee Allocation in proposed Settlement Accounting

Page 14 of 14 Thursday, June 23, 2022 County Clerk Harris County, Texas



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 39

FILED
12/6/2021 12:00 AM
Teneshia Hudspeth
County Clerk
Harris County - County Probate Court No. 4
Accepted By: OG

Monday, April 18, 2022
Teneshia Hudspeth
County Clerk Harris County, Texas

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, Et Al	§	
	§	
V.	§	
	§	
ANITA KAY BRUNSTING, Et Al	§	

Rule 11 Agreement of Plaintiff Carl Brunsting, Defendant & Co-Trustee Anita Brunsting, & Defendant & Co-Trustee Amy Brunsting

The parties to this Rule 11 Agreement are:

A. Plaintiff Carl Brunsting.
B. Defendant & Co-Trustee Anita Brunsting.
C. Defendant & Co-Trustee Amy Brunsting.

The Parties, as identified above, appearing through their respective counsel, reached the following agreements:

1. Plaintiff Carl Brunsting requests that the Court ***not*** rule on the portion of his July 9, 2015 motion for partial summary judgment, which relates to the issue of:

> Carl also seeks a determination, as a matter of law, that disbursements in 2011 of Exxon Mobil stock and Chevron stock were improper distributions for which Anita, as the trustee making the disbursements is liable, and for which the beneficiaries who received benefits from those distributions are also liable pursuant to TEX. PROP. CODE §114.031, including through an offset of the applicable beneficiary's liability against that beneficiary's remaining interest in the trust estate.

2. Defendant & Co-Trustee Anita Brunsting and Defendant & Co-Trustee Amy Brunsting request that the Court ***not*** rule on any portion of the Co-Trustees Motion for Summary Judgment, filed on November 5, 2021, to the extent that the motion relates in whole or in part to

Page 2 of 6 Monday, April 18, 2022 County Clerk Harris County, Texas

Plaintiff Carl Brunsting. Rather, the Court should construe the motion for summary judgment as filed solely against Candace Louise Curtis.

3. Notwithstanding any other provision of this Rule 11 Agreement to the contrary, this Rule 11 Agreement does not and shall not be construed as an intent to delay any ruling by the Court on the Co-Trustees Motion for Summary Judgment, filed on November 5, 2021, with regard to the Plaintiff Candace Louise Curtis.

4. More specifically, Co-Trustees continue to seek a summary judgment as to Candace Louise Curtis on the following issues:

A. By pursuing her claims, Candace Louise Curtis triggered the Trust's forfeiture provisions (or other similar provisions in other trust documents);

B. No unauthorized distributions were made by Anita Brunsting;

C. During their tenure, the Co-Trustees have not materially breached any duties; and

D. Attorneys' fees and expenses incurred by the Co-Trustees are the obligation of the Trust and/or Candace Louise Curtis.

5. Plaintiff Carl Brunsting, Defendant & Co-Trustee Anita Brunsting, and Defendant & Co-Trustee Amy Brunsting each reserve the right, in their sole and absolute discretion, to reset for oral hearing or written submission, the summary judgment issues set forth in sections 1 and 2 of the Rule 11 Agreement; provided that the resubmission or resetting of those issues meets the twenty-one (21) day notice requirements of a motion for summary judgment, or such other requirements as required by law or the Court.

Respectfully submitted,

// s // Bobbie G. Bayless

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Attorney for Drina Brunsting,
Attorney-in-Fact for Carl Brunsting

Respectfully submitted,

// s // Stephen A. Mendel

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Attorneys for Anita Brunsting

&

Respectfully submitted,

// s // Neal Spielman

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Attorney for Amy Brunsting

Page 3 of 6 Monday, April 18, 2022 County Clerk Harris County, Texas

Page 4 of 6 Monday, April 18, 2022 County Clerk Harris County, Texas

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

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Pro Se

via eService, email, telefax, or first class mail, on this December 5, 2021.

// s // Stephen A. Mendel

Stephen A. Mendel



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This April 18, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 40

FILED
1/6/2022 12:22 PM
Teneshia Hudspeth
County Clerk
Harris County - County Probate Court No. 4
Accepted By: AA

Monday, April 18, 2022
Teneshia Hudspeth
County Clerk Harris County, Texas

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, Et Al	§	
	§	
V.	§	
	§	
ANITA KAY BRUNSTING, Et Al	§	

Plaintiff Carl Brunsting's & Defendant/Co-Trustees' Motion to Sever

Plaintiff, Carl Brunsting, and Defendant/Co-Trustees, Anita Brunsting and Amy Brunsting (collectively the "Severing Parties"), file this motion to sever their respective claims against each other from the above-entitled and numbered cause (the "401 Case"), and would respectfully show the Court as follows:

1. Given the totality of the litigious nature of Candace Curtis, the Severing Parties see no prospect of settlement regarding their respective claims against each other without a severance from the 401 Case.

2. A severance would promote judicial economy. More specifically, this case is set for a two-week trial starting April 4, 2022. The Severing Parties believe the 401 Case could probably be tried in one week, especially given the fact that Curtis has no evidence to refute the Defendant/Co-Trustees pending motion for summary judgment against Curtis.

3. In the event the Severing Parties are unable to settle their respective claims against each other, then Severing Parties will seek an agreed docket control order for the severed case.

The Severing Parties request that the Court sever the claims of Plaintiff, Carl Brunsting, against Defendant/Co-Trustees, Anita Brunsting and Amy Brunsting, and those of the Defendant/Co-Trustees against Plaintiff, Carl Brunsting, into a separate cause number, and grant the Severing Parties such other and further relief to which they may be entitled.

Page 2 of 5 Monday, April 18, 2022 County Clerk Harris County, Texas

Respectfully submitted,

// s // Stephen A. Mendel

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Attorneys for Anita Brunsting

&

Respectfully submitted,

// s // Neal Spielman

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Attorney for Amy Brunsting

Certificate of Conference

Notice of intent to file this motion was provided on December 21, 2021, to Candace L. Curtis and Carole Brunsting. Plaintiff Carl Brunsting agrees with the filing of this motion and the relief sought. Candace L. Curtis and Carole Brunsting are presumed to oppose the relief sought, since they did not join in the filing of this motion.

// s // Stephen A. Mendel

Stephen A. Mendel

Page 3 of 5 Monday, April 18, 2022 County Clerk Harris County, Texas

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Zandra Foley/Cory S. Reed
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Pro Se

via eService, email, telefax, or first-class mail, on this January 6, 2022.

// s // Stephen A. Mendel

Stephen A. Mendel



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This April 18, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 41

REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

THE ESTATE OF: NELVA E. BRUNSTING, DECEASED	)	IN THE PROBATE COURT NUMBER 4 (FOUR) OF HARRIS COUNTY, TEXAS

* * * * * * * * * * * * * * * *

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ & MOTION TO EXECUTE EASEMENT AND SETTLEMENT

* * * * * * * * * * * * * * * * *

On the 11th day of February, 2022, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable James Horwitz, Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

A-P-P-E-A-R-A-N-C-E-S:

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VOLUME 1

(Motion to Sever & Status Conference Regarding MSJ & Motion to Execute Easement and Settlement)

February 11, 2022

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February 11, 2022

(WHEREUPON the following proceedings were conducted via Zoom and YouTube:)

PROCEEDINGS:

THE COURT: This is our case, it's the 412249 the 401, Brunsting estate.

My notes reflect that we have a motion to sever and a status conference regarding an MSJ and a motion to execute easement and settlement.

First, I want to make sure we're all in agreement that's what we're talking about today.

MR. MENDEL: Yes, sir, for Anita Brunsting.

THE COURT: I'm not hearing anybody disagree.

All right. Let's start by having each attorney make an appearance on the record, and tell the Court who you represent.

MS. BAYLESS: Bobbie Bayless on behalf of Carl Brunsting.

MR. MENDEL: Steve Mendel on behalf of Anita Brunsting.

MR. SPIELMAN: Neal Spielman on behalf of Amy Brunsting.

MS. CAROLE BRUNSTING: Carole Brunsting,

pro se.

MS. SCHWAGER: Candice Schwager on behalf of Candace Curtis, Your Honor

MR. REED: This is Cory Reed on behalf of Candace Kunz-Freed.

THE COURT: Okay, Mr. Spielman, I heard you barely; if you can turn your volume up and get a little closer.

MR. SPIELMAN: Is that better?

THE COURT: That's a lot better. All right. Who spoke after Mr. Spielman?

MS. CAROLE BRUNSTING: I think I did. Carole Brunsting, pro se.

THE COURT: Okay, Carole. Got it.

Ms. Schwager and Mr. Reed, I think are the only two remaining to speak.

MS. SCHWAGER: Oh. Candice Schwager for Candace Curtis, Your Honor.

THE COURT: Thank you.

MR. REED: And Cory Reed on behalf of Ms. Kunz Freed.

THE COURT: Okay. The first thing I want to take up is this motion to execute easement and settlement.

The Co-Trustees have filed their motion

for authority to execute an easement and Settlement Agreement. Would either Mr. Spielman or Mr. Mendel like to speak on this topic, briefly?

MOTION TO EXECUTE EASEMENT AND SETTLEMENT

ARGUMENT BY MR. MENDEL:

MR. MENDEL: Yes, Your Honor.

There's a -- part of the Trust asset is 145 acres, plus-or-minus, up in, I think, Sioux County, Iowa. The Local Water Authority wants an easement across a whole bunch of contiguous tracks. This is one of those.

I have emails from Ms. Bayless and from Carole Brunsting and from Candice Schwager that indicate no opposition; so, I'm pleased to say that we've resolved that particular issue. But the bottom line - for the Court's benefit - is that it's not a lot of money, but it's about $17,000-and-change that the Local Water Authority is going to be compensating the Trust.

THE COURT: All right. And if I understand it right - some portion of that is going to go to a tenant-farmer?

MR. MENDEL: Well, it might. That's a discussion to have with the tenant-farmer, but we've received money - as part of the negotiation - from the Local Water Authority to -- they're of the opinion

there's no material impact to farmers. Naturally, farmers would disagree, but we may need to share a little bit of that money with the farmer. That amount is to be negotiated, but we need to be resolved with the Local Water Authority.

THE COURT: All right. And if I understand it right as what Mr. Mendel has said - counsel for the other parties aren't in disagreement as to at least initially signing the Settlement Agreement with the Water Board; is that a correct statement, Ms. Bayless?

MS. BAYLESS: Yes, Your Honor.

THE COURT: Ms. Schwager?

MS. SCHWAGER: Yes, Your Honor.

THE COURT: And, Ms. Brunsting? Carole?

MS. CAROLE BRUNSTING: Sorry, I was on mute. Yes, that's correct.

THE COURT: Okay. So, the Court has a little bit of a concern, given that the proposed order...

(Judge's computer froze)

THE COURT REPORTER: Judge, you're frozen.

THE COURT: Gives the Trustees right to make --

JUDGE COMSTOCK: Judge, can you hear me?

THE COURT: Did I freeze up?

JUDGE COMSTOCK: You did. Can you sort of -- right as you started, I think it was a ruling. I'm not sure.

MOTION TO EXECUTE EASEMENT AND SETTLEMENT

THE COURT'S RULING:

THE COURT: All right. My concern is the language in the proposed order that gives the Trustees the right to unilaterally make a settlement with the tenant-farmer for some monies. Given the litigious nature of this whole situation with the family, I'm a little bit concerned that I would just be creating another problem with that. So, I'm willing to agree to the settlement for the Trust to receive the - I think you said - some $17,000.

MR. MENDEL: Yes, sir.

THE COURT: But I want to hear back from the parties.

And Mr. Mendel, if you're the one leading the charge - on what kind of money is going to satisfy the tenant-farmer for his crop damage.

MR. MENDEL: Well, it's our position - and we haven't negotiated this out - but based on the due diligence that we have performed, we think that number might be in the range of maybe 250 to maybe 500 dollars.

We do not see the farmer as having any rights whatsoever to a material significant portion of this money.

THE COURT: All right. Let me ask this question of Ms. Bayless, Ms. Schwager, Ms. Brunsting. If I was to delineate -- and Mr. Reed, sorry and Mr. Spielman.

If I was to delineate into this proposed order that the Trustees can tender a portion of the settlement of the proceeds not to exceed a thousand dollars; would that be acceptable to all of the parties?

MS. BAYLESS: Yes, Your Honor.

MS. SCHWAGER: Yes.

THE COURT: Okay. So, why don't I do that. And, Judge Comstock... Are you with me, Judge Comstock?

JUDGE COMSTOCK: I am; yes, Judge.

THE COURT: Can you delineate that phrase in there?

JUDGE COMSTOCK: Yes, sir.

THE COURT: To tender a portion of the settlement proceeds not to exceed a thousand dollars.

JUDGE COMSTOCK: Got it.

THE COURT: To the existing farming tenant. So, we put that issue to bed, okay.

MR. SPIELMAN: Judge, I have one comment.

THE COURT: Sure, go ahead, sir.

MR. SPIELMAN: To perhaps avoid anyone in the future misconstruing what you just said, like maybe not to exceed $1,000 without prior court, without prior court approval - that way nobody thinks that you've ruled that it can't be a thousand and one dollars; you're just giving the Trustees authority up to a thousand dollars.

THE COURT: That's fine. If that will make additional comfort, I'm okay with that. So, can you add that language, Judge Comstock?

JUDGE COMSTOCK: I will.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

THE COURT: All right. So, we're taking care of that.

All right. The next [technical interruption] we have after this before me right now is the -- a motion to sever. Now, let me make sure I'm reading this correctly.

And then this motion to sever is -- is it to be understood in conjunction with the Rule 11 Agreement that was filed on December the 6th?

MR. MENDEL: Yes, Your Honor.

THE COURT: Okay. Now, I've ruled on the July -- I think the July 9th, 2015 motion for partial

summary judgment has been ruled on, has it not?

MR. MENDEL: You ruled on part of it. I'm sorry, Ms. Bayless - that's your motion; I apologize.

MS. BAYLESS: That's all right. But, you said what I was going to say. You only ruled on part of it, Judge.

THE COURT: All right. Well, I just want to make sure that whatever decision is going to be made after this hearing, things don't change because of the fact that I've ruled on this, that part of that motion for summary judgment - after the Rule 11 Agreement - it doesn't affect the Rule 11 Agreement - the motion to sever; am I correct?

MS. BAYLESS: No, Your Honor. I'm sorry. We knew about your ruling when we did the Rule 11.

THE COURT: Okay. All right. I just wanted to make sure. Okay.

MR. SPIELMAN: I'm sorry. Just to be clear. I think I'm -- I think just to be clear. The status conference relative to the summary judgment, I believe, is with regard to the Co-Trustees' pending summary judgment against Ms. Curtis which has been set for a hearing but which the Court switched to its submission docket.

THE COURT: Okay. So, Ms. Bayless, would

you like to speak on... I'm not... Let me see about this. Yeah, I want [technical interruption] this motion to sever and the part of the Rule 11 Agreement that relates to that.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

ARGUMENT BY MS. BAYLESS:

MS. BAYLESS: Okay. Well, Judge, I don't have the Rule 11 Agreement in front of me, but I think I remember enough to answer your question. The severance --

THE COURT: I'll be glad to read to you the significant portion that relates to your client, okay?

MS. BAYLESS: Okay.

THE COURT: It says, "Plaintiff Carl Brunsting requests the Court not rule on the portion of his July 9th, 2015 Motion for Partial Summary Judgment" - and maybe you've already said this has been taken care of - "Carl sees the determination as a matter of law that disbursements in 2011 of Exxon Mobile stock and Cheveron stock were improper distributions for which Anita as the Trustee making the disbursements is liable."

Now that -- is that issue connected to this motion to sever?

MS. BAYLESS: Yes, Your Honor, in a sense that the Court made no ruling on that portion of my motion, and the parties have been attempting to work out a settlement of the remaining issues. And when I say "the parties," I mean my client and Anita and Amy, the Co-Trustees. I've also had discussions with Carole Brunsting about some issues, but I've been working on trying to get issues resolved, and I think progress has been made on some fronts.

But the question about the ruling on the motion for summary judgment was part of why we want to sever these issues. Those are different questions than what are presented by Candy Curtis. And, frankly, Judge, there are -- everybody in this Rule 11 has their own issues. I think the Co-Trustees are interested in getting in a posture where they could have a final judgment and some finality to issues with Candace Curtis, and we want to get in a position where we can try our issues separately from Candy Curtis. And, frankly, you know, the cleaner way to do that is a motion to sever which is what we had been discussing in our settlement discussions. But, if the Court doesn't grant the motion to sever, I'm going to file a motion for separate trials because my client would be prejudiced in trying to present a case that has two

plaintiffs that have different issues. I don't even know how the Court can do that very realistically and I certainly -- I think there's been enough hostility toward my -- me, mainly, by Candy Curtis that I'm not interested in the prejudice that could result from some type of a joint trial where we're supposed to be on the same side, and we don't even have the same issues.

So, the discussion was - and depending on what the Court does on the Co-Trustees' motion for summary judgment - severance may be the most efficient way to deal with it. If the Court disagrees with that for some reason, then we're still going to have to address the issue of trying these cases separately. And I think the Co-Trustees - I don't mean to speak for them; they can speak to this - but I think their position is they need to try the issues against Candy Curtis and get those finalized and know that they are put to bed so that they have some framework within which we can continue our settlement discussions.

My client, Your Honor, frankly, just as a little bit of background, it's very important for my client to get this matter resolved. Now, he suffered a rare and usually fatal form of encephalitis in 2011. And since Nelva Brunsting's death, he's not received any support or assistance, and his condition is physically

and mentally deteriorating, and he's going to need expensive care, and he's going to need some adjustments made because he's already fallen and broken a hip, had to have emergency surgery which, in a situation like his and his past medical history, is a very serious situation and, again, life-threatening. So, we are making every effort and exploring every possibility of getting the case resolved, and it's a big muddle; it doesn't seem to be going anywhere. I don't know if that answered your question, but that kind of gives you the background for that Rule 11.

THE COURT: So, just the idea -- and I'm not going to hold you to this, but I'm just trying to get my hands around this case. The idea is if this was severed you -- your client could make a settlement arrangement or an agreement with the Co-Trustees on some of the issues that are involved in this motion for summary judgment that's still pending, correct?

MS. BAYLESS: That's correct. That's correct.

THE COURT: For example, whether your client triggered the trust forfeiture provisions or similar provisions; is that right?

MS. BAYLESS: That's right.

THE COURT: Now, do you distinguish the

type of resistance that your client made against the Trustees different from Ms. Schwager's client in regard to their allegations of forfeiture provisions?

MS. BAYLESS: Yes, Your Honor. I mean -- yes. They have an entire claim that the -- as I understand part of what they're asserting, at least - is that the whole document is forged or it's some type of cut-and-paste document, that there is that type of situation ongoing. And I had Janet Masson look at the originals early on and eliminate those issues when I first heard them raised. We're not addressing any of those issues. Likewise, we haven't gone out and sued every party in the case including the judge and the court reporter and the clerk and everybody else who might have come near the courtroom when a hearing was going on. There are any number of differences between the two claims or the two cases. And frankly, the whole issue of whether they can be separated is sort of a non issue because they were separate lawsuits to begin with. So, there's no question that they can be separate. And the beauty of that situation is the inevitable appeal that will result from whatever Ms. Curtis -- the ruling on Ms. Curtis' claims are - or is - will be able to proceed through the appellate court and there be some finality.

Everything that Ms. Curtis has touched in this case has become 10 to 20 times more litigious than it needs to be, more contentious than it needs to be. And whether it's done in a clean way with the severance, whether it's done where everybody is still lumped together and there is separate trials -- I have had -- my client has been contacted by Ms. Curtis and Rik Munson who helps her with this case. And the most incredibly ridiculous and slanderous things have been said to my client about me in attempt to get my client to listen to them and not to listen to me. That's going to go on in a trial, Judge. That's going to be prejudicial to anything that I try to put on for my client assuming that I try to put anything on because I think we can get it resolved. I think rational people, reasonable people, can get these issues resolved, and I think progress has been made in that direction. We're not there. We're not presenting a settlement to the Court, but things have to be calmer in order to accomplish these things, and they're not calmer when Ms. Curtis is involved.

THE COURT: Okay. I'm certainly going to hear from her counsel.

THE COURT REPORTER: Judge? Judge Horwitz?

THE COURT: Hold on just a second.

This is for Mr. Mendel or Mr. Spielman:

If I should sever this out, what is your position on that as far as it affecting your client? does it -- it creates, potentially, two separate trials.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

ARGUMENT BY MR. MENDEL:

MR. MENDEL: Well, Your Honor, we recognize that there's, potentially, two separate trials. The -- but given the progress that has occurred between Ms. Bayless' client and the Co-Trustees, we believe that being carved out as a separate trial which would still ultimately need to result in a severance so that the appellate timetable as to Ms. Curtis will be separate from the rest of us. But we believe the severance is going to significantly increase the reasonable probability of a settlement which is good for our clients. Also, it reduces - which is great for the Court - is that it will significantly decrease, we believe, the time -- we're set on April 4th on a two-week trial docket; we believe it would reduce the time necessary to address the claims just to be asserted by Ms. Curtis. And so, we see value in increasing the probability of settlement with one party and decreasing the time that's going to be necessary for a trial. And

I would point out - we don't even think we need to get to a trial because there's no evidence, absolutely no evidence, against our summary judgment. But if we -- if we do need to go to trial, then we think it should just be a one-week period and let it be with the most litigious person in this entire case.

THE COURT: So, just --

MR. MENDEL: We're ready for trial. We want to go to trial. I want to be clear about that. If we can't have our summary judgment, we want to go to trial.

THE COURT: So, just so I understand clearly, and it may be obvious.

On the pending motion for summary judgment that was filed on or about November 5th - you wish the Court to consider this as solely a motion for summary judgment against Ms. Curtis.

MR. MENDEL: That's correct, Your Honor. We're reserving all our rights. In the severed action, we're reserving all our rights against Carl Brunsting just like Carl Brunsting's reserving his rights against the Co-Trustees. We want our MSJ to be dully considered as to Candace Curtis and no one else.

THE COURT: And -- but you're reserving the right for to reset an oral hearing or written

submission the same summary judgment issues against Ms. Bayless' client should that come to pass?

MR. MENDEL: Well, that's true, but if we're in a severed action, we've discussed - Ms. Bayless and myself and Mr. Spielman - that we would be -- we would, in reasonable probability, be tendering a -- an agreed docket control order or we would come back to the Court and ask for a docket control order to address -- as Ms. Bayless pointed out, there are issues between her client and our clients that are different from Ms. Curtis'. And, yes, we may be coming back and asking for that, and they may be considered in the future. But our issues with Mr. Brunsting and those of Curtis' are divergent in many ways.

THE COURT: Okay. Mr. Spielman, do you have anything to add to that before I talk to Ms. Schwager?

MR. SPIELMAN: Yes, Judge, I always have something to add to that. I would just --

THE COURT: I thought that might be the case.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

ARGUMENT BY MR. SPIELMAN:

MR. SPIELMAN: I would just say, Your Honor, that the motion for summary judgment specific to

Ms. Curtis is wholly briefed by the parties; it is ripe for judgment; it solves a ton of problems which Ms. Bayless has eloquently described and accurately fully described.

I'll add that on behalf of Mr. Mendel - my opinion - that Mr. Mendel has received similar hostile, inappropriate, slanderous contact. I haven't seen what's been written about Ms. Bayless, but I have seen some, at least of what's been written about Mr. Mendel; and frankly, frankly, it's not remotely consistent with Steve Mendel, the person who's on this Zoom call and just this pattern of aggressive rhetoric and spiraling out of control nonsense from Ms. Curtis is -- it is the single reason why these people have not received what they are supposed to receive years ago, you know. And it wasn't appropriate to talk about this during Carole's emergency motion. But it speaks to the reason why she hadn't gotten her money yet; it speaks to the reason why Carl hasn't gotten his money yet; it speaks to the reason why Amy and Anita, even as individuals, haven't gotten their money yet. This whole thing has been just ridiculously nonsensically. And there are Courts that have used those words as well, Judge; this is not just me pontificating. I'm using things that other judges in other courtrooms have said about Ms. Curtis and her

claims. And the time for this case to be resolved as to Ms. Curtis is now. Ideally, that's through the summary judgment, and if it has to be through the trial - so be it. And that's my thought on that.

THE COURT: Okay. Before Ms. Schwager speaks, I'll just make one little comment.

You know, it's a pleasure to work with veteran attorneys, and I appreciate it, but I always get a little bit of an ironic smile when I hear veteran attorneys say never before have they have heard such unfounded and ridiculous and, you know, statements. Each lawyer's charged with zealous advocacy on behalf of their client. And so, when lawyers, especially seasoned lawyers, come to me with - I've never heard such ridiculous and unfounded things, I -- if you're anything like me, and I'm sure you've practiced law a long time, you probably heard it all many times before. So, that doesn't necessarily invalidate the authenticity of your argument. But the Courts take such words with a grain of salt.

Now, Ms. Schwager, I'd like you to respond, if you could, to the argument about severing this so that you, alone, would be facing a summary judgment -- your client, alone, would be facing a summary judgment and how she could be penalized by such

severance.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

ARGUMENT BY MS. SCHWAGER:

MS. SCHWAGER: Your Honor, I -- this really doesn't surprise me. This case has gone on 10 years, and just when you think you're getting towards the finish line, they throw another wrench in it.

We started out in federal court. The first lawsuit ever filed between any of these parties was my client in federal court; that case was never invalidated. My client was never called weird names by the judges. That case - we won an injunction, and they've been trying to get away from it ever since. Maybe that's their thought in doing the severance, is somehow doubt in the effect of the injunction.

When you told us to go to mediation, they qualify -- the condition was that all claims had to be settled or none of them. Had they divided into the five accounts they were supposed to in 2013 when the Court ordered, it might -- I might not care so much, but I do have the obvious question of - who is going to pay their attorneys' fees for two trials when two trials aren't needed? It's not correct to say that we have different issues. And that's not the standard. The standard is not - do we have a different question or two from them

that -- than they have? I suppose the other parties in this case may not have an interest in the injunction that's protected the Trust all these years, but that's a common issue that has been there to help put all of the parties as against the Trustees' misused funds.

But, the law states not only that the case would be proper to be severed and that it involved more than one cause of action, but the severed claim is not so interwoven with the remaining action; they involve the same facts and issues.

What is very maddening to me is - as you know, we have challenged the jurisdiction of this court because of the action that we had in federal court. What happened was Jason Ostrom - Candace Curtis' counsel at the time - polluted diversity on purpose by making Candy a nominal defendant in a claim and managed to use that to her case over to probate court. So, we went through the appropriate channels. We challenged that. We're here -- we're here in their case. I'm actually -- we're in the case that Ms. Bayless filed for us to be drug over into this court pretty much against our will at the time. I mean, we are now litigating in good faith and got the docket control order. I feel like this is some scheme on the part of counsel to deprive Candace of her portion of the inheritance. Since it has

not been divided in a separate trust account for her, then I think I have reason to have concern for that about who's going to pay the fees? Who's going to pay the doubled [sic] fees? Are these going to be attorneys' fees that the Trust incurs twice or are they paying their own fees? We've asked for those fee bills for months, and we've not received any of that.

And the other issue that Mr. Spielman brought up about hostile emails. I don't know what family doesn't have hostile communications going on in the course of the 10 years of litigation; certainly that has gone on. I don't know about it all. Largely, it flies under the radar, and I see it later; but I can tell you that there have been talks behind closed doors trying to settle this case, not just trying to stir the pot. And I just think that severance is not the solution for whatever objectionable emails counsel is finding that my client wrote. As long as this is one nucleus of operative fact and one law of fiduciary duty, I don't see why it needs to be separate. I also don't see why it needs to be severed for them to settle. If they have reached a settlement, I just don't understand why they need to have a severance to accomplish that.

But to the extent that it doesn't prejudice my client's rights or her money, the

attorneys' fees as they would be charged against the parties, then I suppose we would have no objection, but our objection is based upon these ever-escalating attorneys' fees that are already admittedly over a half-a-million dollars for -- they keep blaming Candy for litigation, but most of the litigation was -- she was successful in. So, I don't see how her pursuing her legal rights and attempt to hold the Trustees accountable and obtaining release stating that they were breaching their duties, I don't see how that's worthy of so much contempt from the rest of the parties or the Trustees.

And Mr. Spielman admits that the single reason Candace hasn't received what she's entitled to is basically they don't like the way she emails or she doesn't, what, she hasn't just succumbed to the exorbitant settlement demands and say - I'll pay all the fees myself? I don't know what it is that she's doing besides litigating and winning that has been so prejudicial to any party in this case. And I don't know why fees haven't been sought from her before in federal court if that's what they contend was appropriate.

You know, but this fee issue is running this whole thing. All this is about fees because nobody really has a claim against anyone except my client. My

client made fiduciary duty claims. The claims asserted against my client are admittedly frivolous. She was sued as a nominal defendant to get her into your court. So, we -- you know, the ultimate result would be we'd be left in a case that we never filed in, we never appeared in, you know, as a nominal defendant rather than as a plaintiff which is what we filed in a federal court.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

THE COURT'S RULING:

THE COURT: Thank you. Your words are well-taken by the Court. Normally, the Court is very - I don't know what the word is - supportive of judicial economy and not creating more work for the Court, also not incurring more attorneys' fees; but certainly the Co-Trustees would have the right - should they want to - a nonsuit against Carl Brunsting, Ms. Bayless' client, in their motion for summary judgment. And certainly the Court has the right, at a later time, to rule on attorneys' fees along the lines to what you pointed out.

And given all of this, I'm inclined to go ahead and sign the order severing this matter so long as -- we're not dealing with the attorneys' fees at this point, but it will come up. So, I'm going to go ahead and sign that order.

So, having dealt with the motion to sever

and the water rights or the water board, I'm trying to think if there's something else I need to bring up.

I owe you a ruling on the motion for summary judgment taking into account what we're doing today, and I will have that decision made by next week without belaboring the point.

Does anybody else have anything they wish to say? Ms. Bayless?

MS. BAYLESS: No, Judge, I'm done.

THE COURT: Ms. Schwager?

MS. SCHWAGER: No, that's all, Judge.

THE COURT: Mr. Mendel?

MR. MENDEL: No, sir.

THE COURT: Mr. Spielman?

MR. SPIELMAN: No, sir.

THE COURT: And Carole Brunsting, I know, nominally, you don't have a dog in this fight other than the attorneys' fees issue which is important to you. But before I even ask you that, how are you doing?

MS. CAROLE BRUNSTING: Well, I'm probably about a -- I'm doing probably about as well as I can with the situation right now.

THE COURT: Have you kind of psychologically assimilated your situation where it's not as -- let me put it this way: Are you able to sleep

at night?

MS. CAROLE BRUNSTING: When they ask you on a scale of 1 to 10, unfortunately that number is still going up. So, no, I'm not quite there yet.

THE COURT: Well, I pray that you will get there, and I hope you do better.

MS. CAROLE BRUNSTING: Well, there's still just some unknowns that I'm dealing with; and so, until all that gets resolved, it's just been a lot to deal with.

THE COURT: Well, your confusion and anxiety is entirely appropriate. So, given -- given your concerns, I wouldn't start beating on yourself for being confused and anxious and depressed in accompanying emotions. I hope we can resolve this and you can get some family care and comfort.

MS. CAROLE BRUNSTING: Well, I've been paired up with -- I've been paired up with -- M.D. Anderson pairs you up with people that have been through a similar situation as yourself; and so, I've been paired up with few women that have been very good with coaching me and providing a lot of support. So, that's been really, really helpful.

And then I guess that as far as this trust - and unfortunately, it is something that I've

been talking with my counsel and all that at M.D. Anderson - I guess the fear for me is because I am pro se, I guess I'm a bit concerned about what happens to me in this situation especially since I don't have legal counsel and because the money is really important to me now more so than ever because I didn't realize how expensive cancer can -- I didn't realize how this can get expensive rather quickly and ongoing care and things like that. So, there is...

THE COURT: Hopefully, we can get an end to this so you can get some more money.

All right. At this time, I'm going to excuse all the parties. I thank you very much. And we will sure visit again soon. Thank you. Bye-bye.

* * * * *

The State of Texas)
County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $224.00. and was paid by MS. CANDACE CURTIS.

WITNESS MY OFFICIAL HAND this the 20th day of February, 2021.

/s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
Expiration Date: 10-31-22
Official Court Reporter
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TAB 42

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scuellar

NO. 412,249-401

CARL HENRY BRUNSTING, et al	§	IN PROBATE COURT
	§	
v.	§	NUMBER FOUR (4) OF
	§	
ANITA KAY BRUNSTING, et al	§	HARRIS COUNTY, TEXAS

ORDER GRANTING
CO-TRUSTEES' MOTION FOR SUMMARY JUDGMENT
AS TO CANDACE LOUISE CURTIS ONLY

On the 25 day of February 2022, the Court, at its' discretion, considered, via submission, the Motion for Summary Judgment (the "Motion") filed by AMY RUTH BRUNSTING ("Amy") and ANITA KAY BRUNSTING ("Anita") (the "Co-Trustees"), in their individual capacities and as the co-trustees of The Brunsting Family Living Trust, a/k/a The Restatement of The Brunsting Family Living Trust (the "Trust") originally set for oral hearing on December 14, 2021.

The Court considered the Motion on no-evidence and traditional grounds. Via submission, the Court considered (1) the Motion and its summary judgment evidence, as well as the Co-Trustees' Reply to Candace Louise Curtis's Answer to Co-Trustee's Motion for Summary Judgment and Motion to Strike (the "Reply"); (2) any responses from counsel/pro se parties, including without limitation, the "*Answer to Co-Trustee's Motion for Summary Judgment and Motion to Strike*" filed by Candace Louise Curtis ("Curtis"); and (3) the pleadings on file in this cause.

As part of its consideration of this matter, the Court considered Curtis's position as set forth in her Motion to Strike. The Court **FINDS** that the Motion and the Reply were timely filed, procedurally proper and that the Motion is ripe for ruling. Accordingly, Curtis's Motion to Strike is **DENIED** in all respects.

As part of its consideration of this matter, the Court considered the Co-Trustees' objections to materials submitted by Curtis as summary judgment evidence. The Court **FINDS** that one or more of the submitted exhibits violate the Texas Rules of Evidence for one or more of the reasons described by the Co-Trustees in the Reply. Accordingly, the Court **ORDERS** as follows:

Exhibit	**Exhibit Description**	**Objection to Exhibit**	**Disposition**
Exhibit Pg. 1	Trust Flow Chart	Hearsay; not authenticated; not a testamentary instrument that would alter the 2005 Restated Trust or the 2010 QBDs.	X Sustained ____ Overruled
Exhibit Pgs. 2-3	2007 Amendment	Not authenticated; not a controlling instrument; not relevant to any issue raised by the co-trustees' motion for summary judgment.	X Sustained ____ Overruled
Exhibit Pgs. 4-5	Article III 2005 Restatement	Not authenticated; not relevant to any issue raised by the co-trustees' motion for summary judgment.	X Sustained ____ Overruled
Exhibit Pg. 6	Affidavit filed in federal court Feb. 27, 2012 describing Anita's plan.	Hearsay; not authenticated.	X Sustained ____ Overruled
Exhibit Pgs. 7-10	Nelva Brunstings' hand-written greeting card say-ing "That's Not true!"	Hearsay; not authenticated; the card does not negate the *in terrorem* provisions in the 2005 Restated Trust and/or QBD.	X Sustained ____ Overruled
Exhibit Pgs. 11-13	Estate Plan Purposes	Hearsay; not authenticated; not a testamentary instrument that would alter the 2005 Restated Trust or the 2010 QBDs.	X Sustained ____ Overruled

Exhibit Pg. 14	Estate Planning Attorney-Candace Kunz-Freed explaining the reason for subjecting Nelva to a competency evaluation.	Hearsay; not authenticated.	X Sustained ____ Overruled

Consistent with the above and foregoing, the Court **FINDS** that Curtis has failed to meet her summary judgment burden on the Motion's traditional and no-evidence points. The Court **FINDS** that Curtis has forfeited her interest as a beneficiary of the Trust, by taking one or more actions in violation of the Trust and/or the August 2010 QBD (as such terms are defined in the Motion). The Court **FINDS** that the Co-Trustees shall first recover attorneys' fees from Curtis (and/or from her forfeited interest in the Trust) via Article IV, Section G of the Trust; via Miscellaneous Provisions: Item A of the August 2010 QBD; and/or via the Declaratory Judgment Act.

Accordingly, the Court **GRANTS** the Motion as to Curtis only, **RENDERS** judgment for the Co-Trustees against Curtis only and **ORDERS**:

(1) That Co-Trustees' Motion for Summary Judgment is **GRANTED** as to Curtis in its totality;

(2) That Curtis **TAKE-NOTHING** by way of her claims against Amy, Anita, the Co-Trustees and/or the Trust;

(3) That the Co-Trustees are awarded attorneys' fees payable by Curtis (and/or from her forfeited interest in the Trust) in an amount to be subsequently determined; and

(4) That court costs are taxed against the party incurring same.

This Order disposes of all claims and causes of action asserted against Amy, Anita, the Co-Trustees and/or the Trust by Curtis, and no other claims or causes of action are pending against Amy, Anita, the Co-Trustees and/or the Trust from Curtis.

If and as necessary, the Court, upon motion properly filed, will enter an order of severance.

SIGNED AND ENTERED on this 25 day of February, 2022.

JUDGE PRESIDING

TAB 43

FILED
03/14/2022 9:27:07 AM
Teneshia Hudspeth
County Clerk
Harris County, Texas
jguzman

Page 1 of 5 Sunday, March 27, 2022 County Clerk Harris County, Texas

NO. 412249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, Et Al	§	
	§	
V.	§	
	§	
ANITA KAY BRUNSTING, Et Al	§	

Order Granting Motion to Sever

On February 11, 2022, the Court considered the motion to sever filed by Plaintiff, Carl Brunsting, and Defendant/Co-Trustees, Anita Brunsting and Amy Brunsting. After considering the motion, responses, and the arguments of counsel and/or the parties, if any, it is, therefore:

ORDERED that the Court severs the claims of Plaintiff, Carl Brunsting, against Defendant/Co-Trustees, Anita Brunsting and Amy Brunsting, and those of the Defendant/Co-Trustees against Plaintiff, Carl Brunsting, into a separate cause number to be known as C.A. 412249-405; *Carl Henry Brunsting v. Anita Kay Brunsting, Et Al*; In Probate Court No. 4, Harris County, Texas.

It is further ORDERED that the Clerk's Office shall transfer copies of the following instruments from C.A. No. 412249-401 to the new cause number as referenced in the preceding paragraph:

04/09/2013 Carl Henry Brunsting's Petition for Declaratory Judgment, for an Accounting, for Damages, for Imposition of a Constructive Trust, & for Injunctive Relief, Together with a Request for Disclosures (20 Pages).

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05/13/2013	Defendant/Co-Trustee Anita K. Brunsting's Original Answer & Request for Disclosures (5 Pages).
05/31/2013	Defendants/Co-Trustees Amy R. Brunsting & Anita K. Brunsting's 1ST Amended Answer (6 Pages).
06/07/2013	Plaintiff Carl Henry Brunsting's 1ST Amended Petition for Declaratory Judgment (18 Pages).
12/01/2014	Plaintiff Carl Henry Brunsting's Designation of Expert Witnesses (10 Pages)
12/05/2014	Defendant/Co-Trustee Anita K. Brunsting's Response to Plaintiff's Motion to Remove Trustee (3 Pages).
12/08/2014	Defendant/Co-Trustee Amy R. Brunsting's Response to Plaintiff Carl Henry Brunsting's Motion to Remove Trustee (4 Pages).
03/20/2015	Plaintiff Carl Henry Brunsting's 1ST Supplement to 1ST Amended Petition & Request for Injunctive Relief (4 Pages).
03/23/2015	Plaintiff Carl Henry Brunsting's Response to Anita Brunsting's Motion to Compel Carl Brunsting's Response to Anita Brunsting's Request for Disclosures with Exhibits 1-5 (43 Pages).
07/01/2015	Defendants/Co-Trustee Anita K. Brunsting's Expert Witness Designations (3 Pages)
07/10/2015	Plaintiff Carl Henry Brunsting's 2ND Supplement to Plaintiff Carl Henry Brunsting's 1ST Amended Petition & Request for Injunctive Relief / Film Code No. PBT-2015-225377 (3 Pages).
08/03/2015	Plaintiff Carl Henry Brunsting's 3RD Supplement to Plaintiff 1ST Amended Petition & Request for Injunctive Relief / Film Code No. PBT-2015-250703 (6 Pages).
08/29/2018	Defendants/Co-Trustees Amy R. Brunsting & Anita K. Brunsting's Joint Response to Plaintiff's Motion for Partial Summary Judgment with Exhibit A (20 Pages).
11/04/2019	Defendants/Co-Trustees Amy R. Brunsting & Anita K. Brunsting's 2ND Amended Answer (6 Pages).
11/04/2019	Defendants/Co-Trustees Amy R. Brunsting's & Anita K. Brunsting's Original Counterclaim (8 Pages).
07/30/2020	Defendants/Co-Trustees Amy R. Brunsting & Anita K. Brunsting's Response to C. Brunsting's Partial MSJ with Exhibits A-E (225 Pages).

08/04/2020 Plaintiff Carl Henry Brunsting's Reply to Defendants' Response to Carl's Motion for Partial Summary Judgment (10 Pages)

08/13/2020 Order on Briefing as to Plaintiff Carl Henry Brunsting's Motion for Partial Summary Judgment (2 Pages).

09/10/2020 Defendants/Co-Trustees Amy R. Brunsting & Anita K. Brunsting's Joint Amended Response to Carl Brunsting's Motion for Partial Summary Judgment with Stephen A. Mendel's Declaration Regarding Exhibits A-J & Exhibits A-J (456 Pages).

09/17/2020 Defendants/Co-Trustees Anita K. Brunsting & Amy R. Brunsting's 1ST Supplemental Answer (3 Pages).

09/25/2020 Plaintiff Carl Henry Brunsting's Reply to Defendants Amy R. Brunsting & Anita K. Brunsting's Amended Response to Carl's Motion for Partial Summary Judgment (14 Pages).

10/15/2021 Plaintiff Carl Henry Brunsting's Original Answer to Amy R. Brunsting's & Anita K. Brunsting's Original Counterclaim (4 Pages).

10/15/2021 Plaintiff Carl H. Brunsting's 4TH Supplement to First Amended Petition & Request for Injunctive Relief (3 Pages).

11/04/2021 Plaintiff Carl Henry Brunsting's 2ND Amended Expert Witness Designation & Further Supplement to Carl's Responses to All Requests for Disclosures (13 Pages).

11/05/2021 Defendants/Co-Trustees Amy R. Brunsting & Anita K. Brunsting Motion for Summary Judgment & Exhibits A-L (265 Pages).

11/12/2021 Order Denying Part of Plaintiff Carl Henry Brunsting's Motion for Partial Summary Judgment.

12/06/2021 2021-12-05 Rule 11 Agreement – Plaintiff Carl Henry Brunsting & Defendants/Co-Trustees Anita K. Brunsting & Amy R. Brunsting (4 Pages).

01/08/2022 Plaintiff Carl H. Brunsting & Defendants/Co-Trustees Amy R. Brunsting & Anita K. Brunsting's Agreed Motion to Sever (3 Pages).

SIGNED on this _____, 2022.

Signed on: 03/11/2022
3:50:08 PM

CC _____
Presiding Judge

Page 4 of 5 Sunday, March 27, 2022 County Clerk Harris County, Texas

APPROVED AS TO FORM:

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Counsel for Defendant/Co-Trustee
Amy R. Brunsting

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Stephen Mendel
Bar No. 13930650
info@mendellawfirm.com
Envelope ID: 62465912
Status as of 3/10/2022 12:33 PM CST

Associated Case Party: CAROLEANNBRUNSTING

Name	BarNumber	Email	TimestampSubmitted	Status
Carole AnnBrusnting		cbrunsting@sbcglobal.net	3/9/2022 4:45:20 PM	SENT

Associated Case Party: ANITAKAYBRUNSTING

Name	BarNumber	Email	TimestampSubmitted	Status
Stephen A.Mendel		info@mendellawfirm.com	3/9/2022 4:45:20 PM	SENT

Associated Case Party: CANDACE LOUISECURTIS

Name	BarNumber	Email	TimestampSubmitted	Status
Candice Schwager		candiceschwager@icloud.com	3/9/2022 4:45:20 PM	SENT

Associated Case Party: CANDACELKUNZ-FREED

Name	BarNumber	Email	TimestampSubmitted	Status
Cory SReed		creed@thompsoncoe.com	3/9/2022 4:45:20 PM	SENT

Associated Case Party: CARLHENRYBRUNSTIING

Name	BarNumber	Email	TimestampSubmitted	Status
Bobbie G.Bayless		bayless@baylessstokes.com	3/9/2022 4:45:20 PM	SENT

Associated Case Party: AMYRUTHBRUNSTING

Name	BarNumber	Email	TimestampSubmitted	Status
Neal Spielman		nspielman@grifmatlaw.com	3/9/2022 4:45:20 PM	SENT



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This March 27, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 44

FILED
3/18/2022 12:24 PM
Teneshia Hudspeth
County Clerk
Harris County - County Probate Court No. 4
Accepted By: AG

Monday, June 20, 2022 Teneshia Hudspeth County Clerk Harris County, Texas

NO. 412.249-401

ESTATE OF	§	**IN PROBATE COURT**
	§	
NELVA E. BRUNSTING,	§	**NUMBER FOUR (4) OF**
	§	
DECEASED	§	**HARRIS COUNTY, TEXAS**

CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting	§	**IN PROBATE COURT**
vs.	§	
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§	**NUMBER FOUR (4) OF**
	§	**HARRIS COUNTY, TEXAS**

PLAINTIFF'S NOTICE OF NON-SUIT WITHOUT PREJUDICE

Page 2 of 5 Monday, June 20, 2022 County Clerk Harris County, Texas

Plaintiff, Drina Brunsting, as attorney-in-fact for Carl Henry Brunsting, individually ("Carl"), notifies the Court and all parties that she hereby non-suits, without prejudice, Carl's action against Candace Louise Curtis, as a nominal defendant, to be effective immediately upon the filing of this Notice.

Dated this 18th day of March, 2022.

Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless

Bobbie G. Bayless
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Attorneys for Drina Brunsting as attorney-in-fact for Carl Henry Brunsting, Individually

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CERTIFICATE OF SERVICE

Pursuant to the Texas Rules of Civil Procedure, I hereby certify that on March 18, 2022, a true and correct copy of this document was delivered to all counsel of record, and all other interested parties, via certified mail, return receipt requested, e-mail, facsimile, e-file service, hand delivery, and/or by other accepted method.

Stephen A. Mendel
The Mendel Law Firm, LP
1155 Dairy Ashford, Suite 104
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Candice L. Schwager
Attorney at Law
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Neal Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079

John Bruster "Bruse" Loyd
Jones, Gillaspia & Loyd, LLP
4400 Post Oak Pkwy, Suite 2360
Houston, Texas 77027

/s/ Bobbie G. Bayless
BOBBIE G. BAYLESS

I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 45

FILED
3/28/2022 12:00 AM
Teneshia Hudspeth
County Clerk
Harris County - County Probate Court No. 4
Accepted By: KW

Page 1 of 53 Monday, June 20, 2022 County Clerk Harris County, Texas

CAUSE NO. 412249-401

CANDACE LOUISE CURTIS Plaintiff	§ § §	IN THE STATUTORY PROBATE COURT
VS	§ §	OF HARRIS COUNTY, TEXAS
ANITA K. BRUNSTING AND AMY RUTH BRUNSTING, et al. and Does 1-100, Defendants	§ § § §	PROBATE COURT NO.4

MOTION TO VACATE OR SET ASIDE FEBRUARY 25, 2022, ORDER

PLAINTIFF / COUNTER-DEFENDANT, CANDACE LOUISE CURTIS, files this MOTION TO VACATE OR SET ASIDE THE FEBRUARY 25, 2022, ORDER, granting summary judgment (1) disposing of all of CURTIS' claims for relief and (2) unlawfully subjecting CURTIS' **vested** 1/5 share of the Survivor's and Decedent's trusts and/or personal asset trust to forfeiture for the payment of DEFENDANTS' attorney's fees. The Order constitutes and abuse of discretion, for the following reasons:

A. *This Court lacks subject matter jurisdiction over the BRUNSTING FAMILY LIVING TRUST by Tex. Est. Code 32.005, 32.006, 32.007, lack of a probate estate or independent executor, Curtis vs. Brunsting, Registration of Foreign Judgment, Void Remand Order and Void Order of Transfer*

B. *Former Judge Kathleen Stone failed to render judgment and lacks authority to sign the Order*

C. *CO-TRUSTEES' Motion and the Court's order were untimely*

D. *CO-TRUSTEES' Motion fails to identify each element of PLAINTIFF'S claims upon which they allege there is no evidence*

E. *There was ample evidence in the record that CO-TRUSTEES violated their fiduciary duties, converted CURTIS' interest to their own use and benefit, and committed fraud.*

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F. *The Court violated CURTIS' Constitutional right to due process in failing to declare the August 25, 2010, Qualified Beneficiary Designation and Testamentary Power of Appointment to living trust void and severable from the trust.*

G. *DEFENDANTS have not satisfied their burden of producing evidence to prove that CANDACE CURTIS violated the "no contest" provision of the Restatement*

H. *The Court erred in ruling that Co-trustees' attorneys' fees shall be taken out of CANDACE CURTIS' share, as CANDACE CURTIS' share is not alienable or subject to claims of judgment creditors*

I. *Attorneys' fees may not be granted in Texas absent a contract or statute authorizing attorneys' fees.*

J. *The Orders violated CANDACE CURTIS' Constitutional right to due process—notice and a meaningful opportunity to be heard.*

I. STANDARD OF REVIEW

1. A trial Court's review of an order granting summary judgment[1] is reviewed de novo. *Joe v. Two Thirty-Nine Joint Venture*, 145 S.W.3d 150, 156-57 (Tex. 2004). In reviewing a

[1] Rule 166a (traditional) and Rule 166a(i) states that summary judgment may be granted:

> **(a)For Claimant.** A party seeking to recover upon a claim, counterclaim, or crossclaim or to obtain a declaratory judgment may, at any time after the adverse party has appeared or answered, move with or without supporting affidavits for a summary judgment in his favor upon all or any part thereof. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to amount of damages.
>
> **(c)Motion and Proceedings Thereon.** The motion for summary judgment shall state the specific grounds therefor. Except on leave of court, with notice to opposing counsel, the motion and any supporting affidavits shall be filed and served at least twenty-one days before the time specified for hearing. Except on leave of court, the adverse party, not later than seven days prior to the day of hearing may file and serve opposing affidavits or other written response. No oral testimony shall be received at the hearing. The judgment sought shall be rendered forthwith if (i) the deposition transcripts, interrogatory answers, and other discovery responses referenced or set forth in the motion or response, and (ii) **the pleadings, admissions, affidavits, stipulations of the parties, and authenticated or certified public records**, if any, **on file at the time of the hearing, or filed thereafter** and before judgment with permission of the court, show that, except as to the amount of damages, there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law on the **issues expressly set out in the motion or in an**

traditional summary judgment, the appellate court considers whether the successful movant at the trial level carried the burden of showing that there is no genuine issue of material fact, and that judgment should be granted as a matter of law. *KPMG Peat Marwick v. Harrison County Hous. Fin. Corp.*, 988 S.W.2d 746, 748 (Tex. 1999).

2. No-evidence motions are reviewed under the same standard as a directed verdict. *King Ranch, Inc. v. Chapman, 118 S.W.3d 742, 750-51 (Tex. 2003).* The Appeals Court reviews the evidence in the light most favorable to the nonmovant and disregard all contrary evidence and inferences. Id. A trial court must grant a proper no evidence motion for summary judgment, unless the nonmovant produces more than a scintilla of probative evidence to raise a genuine issue of material fact on the challenged element of the claim. TEX.R. Civ. P. 166a(i). Notably,

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answer or any other response. Issues not expressly presented to the trial court by written motion, answer or other response shall not be considered on appeal as grounds for reversal…

(d)Appendices, References and Other Use of Discovery Not Otherwise on File. Discovery products not on file with the clerk may be used as summary judgment evidence if copies of the material, appendices containing the evidence, or a notice containing specific references to the discovery or specific references to other instruments, are filed and served on all parties together with a statement of intent to use the specified discovery as summary judgment proofs: (i) at least twenty-one days before the hearing if such proofs are to be used to support the summary judgment; or (ii) at least seven days before the hearing if such proofs are to be used to oppose the summary judgment.

(f)Form of Affidavits; Further Testimony. Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions or by

(i)No-Evidence Motion. After adequate time for discovery, a party without presenting summary judgment evidence may move for summary judgment on the ground that there is no evidence of one or more essential elements of a claim or defense on which an adverse party would have the burden of proof at trial. The motion must state the elements as to which there is no evidence. The court must grant the motion unless the respondent produces summary judgment evidence raising a genuine issue of material fact.

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more than a scintilla of evidence exists in the federal record DEFENDANTS have been trying to escape since 2013.

III. FACTS AND PROCEDURAL HISTORY

3. NELVA AND ELMER BRUNSTING established the BRUNSTING FAMILY LIVING TRUST October 10, 1996. The Trust was superseded and amended in its entirety by the Restatement of January 6, 2005. The 1st amendment to the trust occurred in 2007. No valid amendments exist after ELMER BRUNSTING'S June 9, 2008, incapacity, when the trust could no longer be amended or revoked—except by Qualified Beneficiary Designation applicable only to the disposition of the settlor's share of assets. The Controlling Instruments are the Restatement of 2005, 1st Amendment of 2007, and 6/15/10 Qualified Beneficiary Designation. The August 25, 2010, Qualified Beneficiary Designation and Testamentary Power of Appointment is void and severable from the trust.[2] Certificates of Trust executed after June 9, 2008, are likewise, void.

4. While the trust allowed NELVA BRUNSTING to alter the disposition of her share via Qualified Beneficiary Designation, the record reveals that the only valid "QBD" was executed June 10, 2010. *Exhibits C and D, which are documents attached to CO-TRUSTEES' Motion that remain undisputed by the parties.* The August 25, 2010, QBD is disputed because it is void on its face for the lack of two attesting witnesses—aside from other objectionable defects.

5. The surviving settlor, NELVA BRUNSTING, passed away November 11, 2011, with Article X of the Restatement requiring distribution of the trust(s) within a reasonable time after payment of certain expenses listed in the trust.

6. PLAINTIFF CANDACE CURTIS sent two demand letters, requesting an accounting of the trusts in December of 2011 and January 2012. Because these letters were ignored,

[2] Exhibit A, January 6, 2005, Restatement, Exhibit B, 2007 1st Amendment to Restatement, Exhibit C, 6/15/10 QBD and Exhibit D, void 8/25/10 QBD and Testamentary Power of Appointment

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CANDACE CURTIS sued AMY BRUNSTING AND ANITA BRUNSTING in federal court under diversity jurisdiction, 28 U.S.C. § 1332.[3]

7. PLAINTIFF'S 2012 federal lawsuit is the **first lawsuit** between the parties, in which California Plaintiff, CANDACE CURTIS' sued acting CO-TRUSTEES, ANITA AND AMY BRUNSTING ("CO-TRUSTEES") in the *Southern District of Texas, Houston Division, Cause No. 4:12-cv-00592*. The suit was brought to compel an accounting and disclosures and for breach of fiduciary duty, constructive trust, intentional infliction of emotional distress, and fraud concerning the BRUNSTING SURVIVOR AND DECEDENT'S FAMILY LIVING TRUSTS.

8. The federal case was properly filed in the Southern District of Texas based upon diversity jurisdiction, 28 U.S.C. §1332, but was[4] dismissed *sua sponte* on March 8, 2012, by the district judge on the basis of the probate exception to federal jurisdiction. The Court erred in dismissing the case under the probate exception, prompting an appeal to the 5th Circuit Court of Appeals by CANDACE CURTIS—which was successful when the panel ruled in CURTIS' favor in 2013. The 5th Circuit held that the probate exception did not apply, and this dispute was proper in the U.S. District Court based upon diversity jurisdiction. *See Curtis vs. Brunsting,* 710 F.3d 406 (5th Cir. 2013).[5]

9. On April 2, 2012, Vacek and Freed filed the will of ELMER BRUNSTING *(Estate of Elmer Brunsting, Cause No. 412248*) and the will of NELVA BRUNSTING *(Estate of Nelva Brunsting, Cause No. 412249*) with the Harris County Probate Court Clerk. Both wills were pour over wills and required only the filing and approval of an inventory to conclude probate. This was

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[3] Exhibit E, Original Complaint of *Candace Louise Curtis vs. Anita K. Brunsting, et al. Cause No. 4:12-cv-00592 (S.D. Tex. 2012).*

[4] Aside from this case and subsequent appeal, the only other matter filed by CURTIS was an action for racketeering / organized crime which was dismissed under Federal Rule of Civil Procedure 12b(6), which is not at issue in this case because DEFENDANTS do not seek fees relative to this case.

[5] Exhibit F, Curtis vs. Brunsting 710 F.3d 406 (5th Cir. 2013)

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accomplished April 5, 2013, when the Court approved the inventory and closed the case, issuing a drop order. *See Drop Order April 5, 2013.*[6]

10. On April 5, 2012, CO-TRUSTEES submitted a partial accounting prepared by estate planning attorneys, Vacek and Freed. This partial accounting revealed the misapplication of fiduciary assets, unauthorized and unnoticed to the remaining beneficiaries, CANDACE CURTIS, CARL BRUNSTING, AND CAROL BRUNSTING.[7] It remained insufficient to qualify as a proper trust accounting in breach of the trustees' duty to keep accurate books and records.

11. On April 15, 2012, while the federal case was on appeal, Attorney Bobbie Bayless filed an application in Harris County Probate Court No. 4 to probate the will of NELVA BRUNSTING and issue letters testamentary to independent administrator CARL BRUNSTING.

12. On April 25, 2012, the record for CURTIS' 5th Circuit appeal was complete and before the panel for consideration.

13. On April 28, 2012, the Harris County probate court issued letters testamentary, naming CARL BRUNSTING as independent executor of the Estate of Nelva Brunsting.

14. On January 9, 2013, the Fifth Circuit Court of appeals reversed and remanded the matter to the federal district court, holding that the probate exception did not apply to this lawsuit and the parties were completely diverse. Exhibit F, *Curtis vs. Brunsting*, 710 F.3d 406 (5th Cir. 2013).

15. The Fifth Circuit Opinion states as follows:[8]

> *"Plaintiff, the beneficiary of a trust, sued defendant co-trustees of the trust, for breach of fiduciary duty, extrinsic fraud, constructive fraud, and intentional infliction of emotional distress. The United States District Court for the Southern District of Texas dismissed the case for lack of subject matter jurisdiction,*

[6] Exhibit G, Drop Order April 5, 2013.
[7] CO-TRUSTEES AMY AND ANITA BRUNSTING are also beneficiaries of the trusts.
[8] Exhibit F, *Curtis v Brunsting 704 F.3d 406, 412 (Jan 9, 2013)*

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concluding that the case fell within the probate exception to federal diversity jurisdiction. The beneficiary appealed."
"The circuit court found that the case was outside the scope of the probate exception under the first step of the inquiry because the trust was not property within the custody of the probate court. Because the assets in a living or inter vivos trust were not property of the estate at the time of decedent's death, having been transferred to the trust years before, the trust was not in the custody of the probate court and as such the probate exception was inapplicable to disputes concerning administration of the trust..."
"...The record also indicated that there would be no probate of the trust's assets upon the death of the surviving spouse. Finding no evidence that the trust was subject to the ongoing probate proceedings, the case fell outside the scope of the probate exception. The district court below erred in dismissing the case for lack of subject-matter jurisdiction." Curtis v Brunsting 704 F.3d 406, 412 (Jan 9, 2013).

27. On January 29, 2013, while the federal suit was in transit back to the Southern District of Texas, Attorney Bobbie G. Bayless, filed legal malpractice claims against the Brunsting's estate planning attorneys, Vacek and Freed law firm, in *Harris County Texas Judicial District Court 164,_Cause No. 2013-05455*, representing Carl Brunsting as "Executor for the estates of Elmer and Nelva Brunsting".

28. On April 5, 2013, the probate matter, *the Estate of Nelva Brunsting, Cause No. 412429,* was closed by the Court's approval of the inventory and issuance of a drop order, closing the case. This prevented any subsequently transferred case from being deemed "ancillary", "incident to" or "related to" an estate matter in this conundrum of cases.

29. After returning to the Southern District of Texas, Candace Curtis reapplied for a preliminary injunction. Hearing was had April 9, 2013, and injunction issued with a Memorandum and Order of Preliminary Injunction issued April 19, 2013.[9]

30. Judge Kenneth Hoyt of the U.S. District Court for the Southern District of Texas found a substantial likelihood that CANDACE CURTIS would prevail on the merits of her claims against

[9] Exhibit H, *Memorandum of preliminary injunction published April 19, 2013.*

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CO-TRUSTEES, recognizing numerous breaches of fiduciary duty to the beneficiaries. *Exhibit H.* His Order found evidence on the elements of CURTIS' claims and specifically noted that the only thing left to be accomplished by CO-TRUTEES was to distribute the trust assets. After 11+ years, the trusts have still not been distributed.

31. Also on April 9, 2013, Bobbie Bayless filed CARL BRUNSTING'S PETITION FOR DECLARATORY JUDGMENT, for Accounting, Damages, the Imposition of a constructive trust, injunctive relief and disclosures, naming AMY BRUNSTING, ANITA BRUNSTING, AND CAROL ANN BRUNSTING as defendants, with CANDACE CURTIS a nominal defendant only for purposes of declaratory judgment. This lawsuit essentially mirrored the relief CURTIS had already sought, pending in the *Southern District of Texas, Cause No. 4:12-cv00592.*

32. On April 10, 2013, Defendants' Counsel, George Vie III, in 4:12-cv-592 filed notice of a lawsuit brought in the state probate court.

33. Due to the continued failure of CO-TRUSTEES failure to provide a proper accounting for 2 ½ years, Judge Hoyt found that the appointment of a special master was necessary and in the best interests of all parties[10]. A Special Master was appointed May 9, 2013.

34. The Special Master's Report was filed August 8, 2013, finding that CO-TRUSTEES failed to maintain proper books and records and account to the beneficiaries, noting missing receipts for certain disbursements, and concluding that the Quicken files kept by CO-TRUTEES were "more for use as an electronic checkbook to keep bank balances as opposed to a more fully integrated bookkeeping system.[11]"

35. Due to Judge Hoyt's admonition that CANDACE CURTIS retain counsel to complete discovery, CURTIS retained JASON OSTROM OF OSTROM AND SAIN to complete

[10] Exhibit I, *See Order Appointing Special Master.*
[11] Exhibit J1, Special master's report, page 3.

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discovery. JASON OSTROM appeared in federal court for CURTIS, but never filed a NOTICE OF APPEARANCE in probate court No. 4—to give him authority to act on CURTIS' behalf in probate court.

36. On May 9, 2014, JASON OSTROM filed a 1st Amended Complaint, naming CARL BRUNSTING as an involuntary plaintiff to pollute diversity, stating that a declaratory judgment action was necessary because relief could not be had without the addition of necessary, indispensable parties for complete adjudication. Naming CARL BRUNSTING as an involuntary PLAINTIFF was improper. CARL BRUNSTING should have been sued as a nominal DEFENDANT like CAROL BRUNSTING—the remaining beneficiary.

37. On May 9, 2014, OSTROM filed a Motion to Remand in the federal court and on May 28, 2014, OSTROM filed a Motion to Enter Transfer Order[12] in the probate court, when this case had never been removed from any State Court and it could not be "transferred" between federal and probate court. The basis of the "remand"[13] was the probate exception to federal jurisdiction, held inapplicable by the 5th Circuit Court of appeals, but subsequently deemed to apply by OSTROM'S wrongful pollution of diversity—all in an attempt to force CURTIS' federal lawsuit into probate court where the attorneys could raid the trusts free from Judge Hoyt's supervision.

38. On May 15, 2014, Judge Kenneth Hoyt signed the Order granting Plaintiff's motion to remand, admittedly issued in error by Judge Hoyt's September 30, 2020, Order denying Plaintiff Rule 60 Relief based on fraud on the court.[14] On June 3, 2014, probate judge Christine Butts signed the unlawful Order of Transfer of Federal Cause No. 4:12-cv-00592; Candace Louis Curtis vs. Anita Kay Brunsting et al., to probate court No. 4. The remand was signed May 15th,

[12] Exhibit J2, Motion to Enter Transfer Order
[13] Exhibit K1 Motion to Remand
[14] Exhibit X Order denying Plaintiff's Motion for Rule 60 Relief.

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2014,[15] with Judge Hoyt unaware that the case was never removed to his court to merit remand. *See Order Granting Plaintiff's Motion to Remand and Court's Report denying CURTIS' Rule 60 Relief dated September 30, 2020, admitting that remand was an improper remedy*, but asserting that the federal court had lost jurisdiction of the case. Though JASON OSTROM never entered an appearance in probate court No. 4 to give him authority to act on CURTIS' behalf, he signed the Transfer Order granted June 3, 2014[16]. The transfer Order was signed to render CANDACE CURTIS' federal claims "ancillary to" or "incident to" an existing estate, when no estate was open since April 5, 2013.

39. CANDACE CURTIS' federal case was allegedly made part of the probate court record on February 9, 2015, designated *ancillary case 412249-402, the Estate of Nelva Brunsting* instead of the appropriate caption, Cause No. 4:12-cv-00592; *Candace Louise Curtis vs. Anita K. Brunsting et al.*

40. On March 16, 2015, an order was signed by Judge Christine Butts of Probate Court No.4, consolidating CARL BRUNSTING'S declaratory judgment action and CANDACE CURTIS' federal claims into *Cause No. 412429-401[17], the second Estate of Nelva Brunsting.* CURTIS' status as the PLAINTIFF suddenly changed to nominal defendant and the caption of the federal matter disappeared, bringing into question the very existence of CURTIS' federal claims, which appeared to vanish into thin air.

41. On or about February 17, 2015, and despite the closed probate and his incapacity, CARL BRUNSTING resigned as Independent Executor of the *Estate of Nelva Brunsting.* Two years after the estate was closed, CARL BRUNSTING attempted to unlawfully substitute his wife, DRINA BRUNSTING, as Independent Executor, when CANDACE CURTIS was named

[15] Exhibit K2, Order to remand
[16] Exhibit L1, Order of Transfer dated June 3, 2014
[17] Exhibit L2, Agreed Consolidation Order

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successor Independent Administrator under the applicable will—and there was nothing left to administer in a closed estate. *See Will of Nelva Brunsting filed as Cause No. 412249 in Harris County Probate Court No. 4.*

42. CARL BRUNSTING'S lack of capacity deprived him of the ability to resign, as well as standing to serve, requiring a Court order to appoint a successor independent administrator—something that was not legally possible since the estate was closed on or about April 5, 2013. No independent administrator has been appointed for the closed estate since then.

43. Pursuant to Texas Estates Code Section 32.001[18] f/k/a Tex. Prob. Code Section 5A, the Vacek and Freed malpractice action was transferred to Probate Court No. 4 on April 4, 2019, as an ancillary case to the closed *Estate of Nelva Brunsting and designated* Cause No. 412249-403.

44. Though Cause Numbers 412249-401 (Estate of Nelva Brunsting)[19], 412249-402 (Curtis vs Brunsting designated Estate of Nelva Brunsting and later consolidated with 401), 412249-403 (Legal malpractice action against estate planning attorneys, Vacek and Freed filed by CARL BRUNSTING), 412249-404 (Statutory Bill of Review) and 412249-405 (severed claims of CARL BRUNSTING vs. AMY AND ANITA BRUNSTING from 401 on March 11, 2022) were all deemed ancillary matters to the *Estate of Nelva Brunsting* (originally filed as 412249), the Estate had been closed since April 5, 2013. This left no estate for any of these matters to be deemed ancillary to.

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[18] Sec. 32.001. GENERAL PROBATE COURT JURISDICTION; APPEALS. (a) All probate proceedings must be filed and heard in a court exercising original probate jurisdiction. The court exercising original probate jurisdiction also has jurisdiction of all matters related to the probate proceeding as specified in Section 31.002 for that type of court.(b) A probate court may exercise pendent and ancillary jurisdiction as necessary to promote judicial efficiency and economy.

[19] Cause No. 412249-401 allegedly included claims and counterclaims between CARL BRUNSTING (incapacitated since 2015 when he resigned as independent administrator) and CAROL BRUNSTING, claims and counterclaims between CARL BRUNSTING and CO-TRUSTEES, AMY AND ANITA BRUNSTING (similar to the claims asserted against CO-TRUSTEES by CANDACE CURTIS), and the federal lawsuit filed by CANDACE CURTIS against ANITA AND AMY BRUNSTING (CO-TRUSTEES). See Cause No. 412249-401.

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45. After consolidating CURTIS' federal claims with Cause No. 412249-401 in 2015, the Court recently severed CURTIS' claims against AMY AND ANITA BRUNSTING[20], along with CO-TRUSTEES' counterclaim for forfeiture of CANDACE CURTIS' vested share of a spendthrift trust, which is not alienable or subject to claims of creditors. *See Response to Candace's Motion for Distribution of Trust Funds and Response to Carl's Motion for Distribution of Trust funds[21], in which Defendants admit:*

1. Distributions to pay legal-fee creditors are not authorized by the trust and therefore, the motions must be denied

2. Distributions to pay legal-fee creditors are prohibited by the trust, and therefore, the motions must be denied.

3. The Court lacks jurisdiction to decide the distributions for legal-fee creditor issue because there are no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.

46. Despite the admissions above, CO-TRUSTEES' seek over $537,000 in attorneys' fees from CURTIS' personal asset spendthrift trust and/or share of the BRUNSTING FAMILY TRUST, which is immune from judgment creditors and not alienable, voluntarily or involuntarily by this Court's Order.

47. On June 12, 2020, CANDACE CURTIS registered the federal lawsuit was a foreign judgment in *Harris County District Court No. 151, Cause No. 2020-35401*[22], seeking enforcement of the memorandum and order granting Preliminary Injunction, issued by Judge Hoyt April 19, 2013. According to statute, the registration of foreign judgment immediately became an enforceable judgment in Texas, requiring the trustees to distribute the trust in

[20] Exhibit M, Order of Severance dated March 11, 2022.
[21] Exhibit N, *See Response to Candace's Motion for Distribution of Trust Funds and Response to Carl's Motion for Distribution of Trust funds*
[22] Exhibit O, Petition to register foreign judgment

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accordance with Article X by creating 5 separate personal asset trusts. The Order is enforceable in Texas and may not be violated regardless of the probate court's attempts to evade it. CURTIS' interest vested on the date of the surviving settlor's death, November 11, 2011. It has at all times been part of spendthrift trusts and is not alienable or subject to judgment creditors' claims.

48. On or about March 11, 2022, the Court granted CO-TRUSTEES' motion for severance of CARL'S lawsuit against the CO-TRUSTEES, designating the severed matter Cause No. 412249-405. The severance was subsequent to the CO-TRUSTEES Rule 11 Agreement with CARL BRUNSTING (void for CARL'S incapacity to sign) to forego CO-TRUSTEES' claim for forfeiture against CARL BRUNSTING only but not CANDACE CURTIS, when CARL'S claims against them were nearly identical to CURTIS' claims. This breached CO-TRUSTEES' duty of loyalty and equal treatment of the beneficiaries to CURTIS.

49. On February 25, 2022, Kathleen Stone appeared in place of Probate Court No. 4 Judge James Horwitz for a pre-trial conference and hearing on COTRUSTEES' Motion for Sanctions and contempt and to exclude evidence against CURTIS. **Without first rendering summary judgment against CURTIS in open court, Stone simply announced that she had talked to Judge Horwitz and was granting CO-TRUSTEES' Motion for summary judgment against CURTIS.**[23] The order was based upon the void August 25, 2010, Qualified Beneficiary Designation and Testamentary Power of Appointment to Living Trust Agreement.

50. The Court failed to consider the multi-part response to summary judgment filed by CURTIS in 2015 and 2021, and failed to consider Judge Hoyt's Memorandum and order of Preliminary Injunction or the Special Master's Report, which proved CO-TRUSTEES breached their fiduciary duties and engaged in self-dealing, granting the untimely Motion against CURTIS. The February 25, 2022, Order purports to unlawfully dispose of all of her claims (including

[23] Exhibit P, Transcript of Oral Hearing February 25, 2022, Exhibit S, February 25, 2022, Order.

declaratory judgment, breach of fiduciary duty, conversion, fraud, intentional infliction of emotional distress) and subject her inalienable 1/5 interest in the spendthrift trusts to the claims of CO-TRUSTEES' attorneys for fees.

51. The August 25, 2010, QBD was not sworn to by CO-TRUSTEES as legitimate, not properly in evidence, and was void on its face by the lack of two witnesses—rendering it severable from the trust. This meant that the only "no contest" provision applicable was the clause in the 2005 Restatement.

52. KATHLEEN STONE abused her discretion in signing the void February 25, 2022, Order, which must be vacated and set aside for the reasons stated herein.

53. CURTIS has objected to KATHLEEN STONE as a former judge without a bond and oath on file, required by the Estates Code, Government Code and Texas Constitution. *See Objection to Former Judge Kathleen Stone for which Stone should have disqualified herself and voided the order.*[24]

IV. THE BRUNSTING FAMILY LIVING TRUST

54. On October 10, 1996, ELMER AND NELVA BRUNSTING established the BRUNSTING FAMILY LIVING TRUST, known as the:

ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the Successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. ("BRUNSTING FAMILY LIVING TRUST")

And/or

[24] Exhibit R, *See Amended Objection to Former Judge Kathleen Stone.*

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ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

55. On January 12, 2005, the 1996 BRUNSTING FAMILY LIVING TRUST was amended and superseded in its entirety by the 2005 Restatement to the Brunsting Family Living Trust. ANITA KAY RILEY N/K/A ANITA BRUNSTING was removed as successor trustee by the 2005 Restatement and CARL BRUNSTING AND AMY BRUNSTING were designated successors, with CANDACE CURTIS sole alternate.

56. Article IC of the Restatement states that the trust was created for the use and benefit of ELMER H. BRUNSTING AND NELVA E. BRUNSTING, and to the extent provided by the trust, for other trust beneficiaries listed as:

CANDACE LOUIS CURTIS	Born March 12, 1953,
CAROL ANN BRUNSTING	Born October 16, 1954,
CARL HENRY BRUNSTING	Born July 31, 1957,
AMY RUTH TSCHIRHART	Born October 7, 1961,
ANITA KAY BRUNSTING	August 7, 1963,

57. Article IV was subsequently revoked and amended September 6, 2007, by the 1st Amendment, which superseded the Restatement's Article IV in its entirety.

58. Elmer was declared non compos mentis on June 9, 2008. No changes could be made to the Decedent's trust after that date, including appointment of successor trustees.

59. While a QBD properly executed by the surviving founder could alter the disposition of a Founder's share of trust assets, a QBD did not allow any amendment to change the designation of successor trustees after the death or incapacity of either SETTLOR, which occurred June 9, 2008—when ELMER was declared non compos mentos.

60. On July 1, 2008, an Appointment of Successor Trustee was allegedly executed by Nelva *based on and after Elmer's incompetence*, but this document is void for contradicting the trust as

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a prohibited amendment after ELMER was no longer able to make legal decisions.[25] ELMER BRUNSTING did not sign the document. Since ANITA BRUNSTING was removed by the Article IV of the 2005 Restatement and AMY BRUNSTING was removed by the 1st Amendment (replacing Article IV in its entirety) this purported July 1, 2008, Appointment of Successor Trustee is void.

61. NELVA BRUNSTING executed a Qualified Beneficiary Designation on her share June 15, 2010[26], for the purpose of permitting CURTIS to receive an early distribution of her inheritance due to her son's medical needs. This was consistent with NELVA'S authority to alter the disposition of ***her share of the Survivor's trust***. It did not alter the designation of successor trustees in the trust document and could not alter the disposition of ELMER'S share. *Exhibit C, 6/15/10 Qualified Beneficiary Designation.*

62. Clearly recognizing the July 1, 2008, power of appointment to be void, Vacek and Freed drafted a Qualified Beneficiary Designation and Testamentary Power of Appointment, naming ANITA KAY BRUNSTING as Successor Trustee. DEFENDANTS allege that NELVA BRUNSTING signed the document on August 25, 2010 ("8/25/10 QBD"). *See 8/25/10 QBD and Testamentary Power of Appointment.* Given the fact that the 8/25/10 QBD was a testamentary instrument that only became effective, if at all, upon the death of NELVA BRUNSTING, it could only be enforced if it satisfied the statutory prerequisites of a testamentary instrument, as provided for in Article 251.051 of the Texas Estates Code. The 8/25/10 QBD is void on its face for the lack of signatures by two witnesses. Article 251.051 of the Texas Estates Code.

63. CARL BRUNSTING was in a coma July 3, 2010, leaving CANDACE CURTIS the sole

[25] Exhibit S, July 1, 2008, Appointment of Successor Trustee
[26] Exhibit C, 6/15/10 QBD and D, 8/25/10 QBD and Testamentary Power of Appointment.

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successor trustee via the 2007 1st Amendment to the Trust. This is a fact the court was required to determine by virtue of CURTIS' declaratory judgment action.

64. ELMER BRUNSTING passed away April 1, 2009, at which time the trust was divided into a Decedent's and Survivor's Trust. The surviving founder, NELVA BRUNSTING passed away November 11, 2011, which is the date CANDACE CURTIS' share of the trusts vested and was required to be distributed to a spendthrift trust for CANDACE'S benefit for life. After payment of certain last expenses, the trusts were required to be distributed within a reasonable period of time, according to Article X of the Restatement.[10]

65. Article X required the TRUSTEE(S) to distribute the remaining trust(s) assets at the time of the SURVIVING SETTLOR'S death (or a reasonable time thereafter) in equal shares of 1/5 to CANDACE LOUISE CURTIS[27], CAROL ANN BRUNSTING, CARL HENRY BRUNSTING, AMY RUTH TSCHIRHART n/k/a AMY BRUNSTING, and ANITA KAY BRUNSTING, subject to any valid QBD altering a settlor's share and the payment of the following expenses: (a) expenses of last illness, funeral and burial expenses of the surviving founder, legally enforceable claims against the surviving founder, (c) expenses of administering the surviving founder's estate, (d) any inheritance, estate or other death taxes payable by reason of the surviving founder's death, together with interest and penalties thereon, and (e) statutory or court ordered allowances for qualifying family members. *Article VIII D, Restatement, Exhibit A.* The same expenses identified above were permitted to be paid from the DECEDENT'S share upon ELMER BRUNSTING'S death.

[27] While the entire trust was inalienable and not subject to claims of the beneficiaries' creditors (including judgment creditors as in this case), CANDACE CURTIS' 1/5 share vested 11/11/11 and was to be held in a spendthrift trust, which was not alienable or subject to claims of creditors because she was not the trustee of her personal asset trust required to be created by the TRUSTEE(S), but admittedly not done in breach of their fiduciary duties.

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66. Although the BRUNSTING FAMILY LIVING TRUST contains a "no contest clause", it does not prohibit beneficiaries from seeking to compel the trustees to account, distribute, or perform their fiduciary duties and does not prohibit any beneficiary from filing suit on any valid claims unless the beneficiary brought such claim to enlarge their share of the trust at the expense of another beneficiary. The "no contest" clause provides in Article XI C:

> ...Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.
>
> Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust...without the trustee's written permission, shall forfeit any amount to which that person, agency, or organization is or may be entitled and the interest of such litigant or contestant shall pass as if he or she had predeceased us, regardless of whether or not such contestant is a named beneficiary. Restatement XI.

66. CANDACE LOUIS CURTIS never filed any claim to enlarge her share of the trust at the expense of another beneficiary, but sought to enforce the trust in accordance with the settlor's intentions at all times. The 2013 federal lawsuit and preliminary injunction proves this. Id.[28]

67. Similarly, CANDACE CURTIS never challenged the "trust" but only the void 8/25/10 QBD which violated the express terms of the trust and is void on its face, rendering severable. CANDACE CURTIS did not assert any cause of action which would "enlarge" her interest in the trust. Based on Article XIV O and Article XII of the Restatement (imposing liability on the Trustees for bad faith, willful misconduct and/or gross negligence), CANDACE CURTIS'

[28] Nor did CURTIS need AMY OR ANITA'S permission to file suit because she is the de jure sole trustee of both trusts by the terms of the instrument itself.

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lawsuit against the Co-trustees did not violate the "no contest" clause of the Restatement. The August 25, 2010, QBD is void and severed from this trust under the Article 251.051 of the Texas Estates Code and the terms of the Decedent's and Survivor's Trusts.

68. ANITA AND AMY BRUNSTING are the parties who asserted a theory which, if assumed true, would enlarge their share at CURTIS' expense. CO-TRUSTEES violated the no contest clause of the Restatement Article XI C. This necessarily means that their shares flow to their descendants, *See Exhibit A Restatement XI C and Exhibit D, August 25, 2010, QBD, respectively.*

69. AMY AND ANITA BRUNSTING challenged the trust by the very execution of the void, severable 8/25/10 QBD, contradicting Article XI Section C of the Restatement. According to the irrevocable trust and CURTIS' vested interest in her 1/5 share, even had she violated Article XI Section C, her interest would flow to her descendants per stirpes, not increase the share of any beneficiary or be subject to any judgment creditor, as prohibited by the "no contest" clause of Article XI Article C of the Restatement cited herein.

70. Restatement Article XIV Section O provides:

> If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

71. Restatement Article XI Section C, provides the standard for forfeiture to one's descendants:

> ...originating (or causing to be instituted) a judicial proceeding to construe or contest this trust instrument...or alleging any other theory which, ***if assumed as true, would enlarge (or originate) a claimant's interest in this trust...***

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72. The unsworn Qualified Beneficiary Designation and Testamentary Power of Appointment dated August 25, 2010, is void ab initio because it violates the trust, does not specifically amend the prior unrevoked Qualified Beneficiary Designation, dated June 15, 2010, and fails for the lack of two witnesses as a testamentary instrument, notwithstanding the fact that it is not in evidence by the failure of DEFENDANTS to include an affidavit attesting to its validity and authenticity.[29]

73. Significantly, the 8/25/10 QBD does not have to be valid for ANITA and AMY BRUNSTING'S shares to be forfeited to their descendants. Article XI Section C assumes the theory to be true, looking at the intent of the beneficiaries in bringing the claim "to enlarge their share." By attempting to unlawfully take CANDACE'S share to pay their attorneys' fees incurred in defending themselves, ANITA AND AMY BRUNSTING attempted to enlarge their share at CURTIS' expense, thereby forfeiting their shares to their descendants.

74. This is without even considering whether the document is digitally forged—of which there is some evidence, but Plaintiff Curtis does not have the burden of bringing forth evidence. Federal Judge Hoyt granted CURTIS injunctive relief, recognizing irregularities in the alleged trust documents produced by Anita Brunsting, which were missing pages, among other problems. The 8/25/10 QBD was produced to CURTIS in three different versions as "duplicate originals".[30] The three QBD's are not reflected in CANDACE FREED'S notary logs or notes.[31] The Case History Notes provided in discovery by Candace Freed have an approximate 2-week gap both before and after August 25, 2010, in notary entries. NELVA BRUNSTING certified by handwritten note that she did not execute the 8/25/10 QBD, re-appointing ANITA BRUNSTING.

75. In a further effort to convert CURTIS' vested interest, ANITA and AMY BRUNSTING'S attorneys filed a traditional and no evidence motion for summary judgment against CANDACE

[29] Exhibits C and D.
[30] Exhibit V, 3 signature pages of 8/25/10 QBD & Testamentary Power of Appointment
[31] Exhibit T and U, Log and Notes of Candace Freed produced with oral deposition.

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CURTIS in June of 2015 and November 5, 2021, alleging that she forfeited her share to them by violating the void 8/25/10 QBD—not in evidence. The 2015 Motion for Summary Judgment was answered by CURTIS in multiple parts as well as the November 5, 2021, untimely Motion for summary judgment, but the Court failed to timely rule upon the Motions prior to the expiration of the deadlines set forth in 2021 docket control order.[32]

76. ANITA AND AMY BRUNSTING'S traditional and no evidence motion for summary judgment was untimely filed on November 5, 2021, beyond the October 15, 2021, deadline set by the Court's June 2021 docket control order, without evidence of a valid 8/25/10 QBD and Testamentary Power of Appointment.

77. CURTIS nevertheless filed a further 5-page response to said motion and the court set the matter for consideration by submission on December 14, 2021—the deadline for hearing summary judgment motions. The Court's February 25, 2022, Order has not been rendered upon or signed by the presiding judge, but by a former judge without notice to the parties and admittedly without having reviewed the Motion for Summary Judgement—beyond the deadline for ruling on the Motion.

78. Furthermore, sufficient evidence exists in the record to support CURTIS' claims for conversion, breach of fiduciary duty, fraud, constructive trust, and other claims, via the Federal Court's 2013 Preliminary Injunction granted to CANDACE CURTIS, finding a substantial likelihood that she would prevail on her claims. Likewise, there is evidence of willful misconduct and bad faith on the part of ANITA BRUNSTING, who was found to have engaged in prohibited self-dealing and comingling, with irregularities in the trust documents presented to the federal judge.

[32] Exhibit Y, Docket Control Order June 2021

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79. The special master's report proves that ANITA BRUNSTING engaged in fraud on the beneficiaries through the prohibited self-dealing and comingling of more than $150,000 after Nelva resigned as trustee and Anita took over. The Special Master's Report reveals that CO-TRUSTEES wasted $180,000 in taxes paid as a result of failing to distribute the income as the trust required.

80. CO-TRUSTEES' admit breaching their fiduciary duties by failing to account and distribute as required by Article X. *See Federal Preliminary Injunction, memorandum and order, Federal Master's Report, and discovery responses of AMY AND ANITA BRUNSTING, all revealing breaches of fiduciary duties, including but not limited to the duty to account, distribute, fully disclose all relevant information to the beneficiaries, treat all beneficiaries equally, refrain from self-dealing, avoid willful misconduct, bad faith and/or gross negligence.* AMY'S attorney, Neil Spielman, admitted on the record that the trust was not distributed for 11+ years due to CANDACE CURTIS' initiation of litigation to make them distribute the funds. *See Unsworn Declaration of Candice Schwager.*

81. Proof of self-dealing by ANITA is the fact that the trust did not authorize "mommy" to allow ANITA BRUNSTING the right to give monetary gifts to herself of $150,000+ while serving as trustee. While the trust allowed either Settlor to make gifts during their lifetimes via a valid QBD, Article VI A specifically states, **"Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income."** Restatement VIA. This necessarily dictates that ANITA BRUNSTING AND AMY BRUNSTING engaged in fraud on the beneficiaries and prohibited self-dealing of hundreds of thousands of dollars when neither SETTLOR had the power to authorize a TRUSTEE to make such gifts. This is a breach of fiduciary duty, which the Court should not have ignored.

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82. CO-TRUSTEES admit breach of fiduciary duty by acknowledging that they have still not distributed the trust into 5 personal asset trusts and/or shares, as required reasonably soon after the death of NELVA BRUNSTING. They ADMIT that they have not distributed the assets TO ANY OF THE BENEFICIARIES, due to CURTIS' initiation of litigation This excuse is not permitted under the law or the trust.

83. CANDACE CURTIS' share vested on November 11, 2011, and was required to be distributed.[33] Notably, her share has not been distributed to her after 11+ years, which is evidence of breach of fiduciary duty via DEFENDANTS' own admissions.

84. A Pre-Trial Conference was set for February 24, 2022, at 10:00 a.m. At the last minute a hearing was noticed for February 25, 2021, at 3:00 p.m. (instead of 2022), to hear the Third Contempt Motion and the Motion to Exclude Testimony/Evidence, and the Pretrial Conference originally set for hearing on February 24, 2022, was rescheduled to February 25, 2022, at 3:00 p.m. with a defective notice stating that hearing would occur February 25, 2021.

85. Without notice that former judge Kathleen Stone would be appearing in place of Probate Court No. 4's Judge James Horwitz and the opportunity to object, and with no bond or oath on file in the Harris County clerk's office, Kathleen Stone appeared February 25, 2022. Without RENDERING judgment in open court on Defendants' motion for summary judgment, she announced she had spoken to Judge Horwitz and would be signing the Order[34]. See Transcript of *February 25, 2022, hearing, inaccurately referring to Stone as the Judge of Probate Court No. 4.*

86. On February 25, 2022, The Pre-Trial Conference did not occur and the two motions to be heard were never heard. Stone admits to not reading the motion and states on the record that she

[33] Article X states that if CANDACE CURTIS shall predecease the settlors or die before the complete distribution of her share, the balance of her share shall be distributed to CANDACE'S then living descendants, per stirpes.

[34] Exhibit P, Transcript of Oral Hearing February 25, 2022

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spoke with Judge Horwitz and was signing the Order, disinheriting CURTIS, and purporting to unlawfully distribute her share to CO-TRUSTEES' attorneys. The Order further unlawfully provided that attorneys' fees of CO-TRUSTEES would be paid from CURTIS' share when her share was not subject to claims of judgment creditors or alienable – whether voluntary or involuntary.

87. With evidence to support CURTIS' claims in the record since 2013, JUDGE KATHLEEN STONE signed by February 25, 2022, Order, disposing of CANDACE CURTIS' claims and purporting to subject her 1/5 interest and/or personal asset spendthrift trust to the opposing counsel's attorneys' fees. No statute or contract authorized attorneys' fees from CANDACE CURTIS to Neil Spielman or Stephen Mendel and her share vested November 11, 2011—making it inalienable and not subject to the claims of judgment creditors.

88. Furthermore, JUDGE KATHLEEN STONE abused her discretion in signing the February 25, 2022, Order[35], purporting to alienate her share of the trust for DEFENDANTS' attorneys' fees, when it was not subject to the claims of judgment creditors as a vested interest in a spendthrift trust and no contract or statute authorizes fees against CANDACE CURTIS by DEFENDANTS' attorneys. Stone subsequently signed an Order denying CURTIS' Bill of Review, challenging the court's jurisdiction—to which CURTIS objects.

89. On or about March 23, 2022, CURTIS filed a written objection for former judge serving in this case, based on her lack of oath and bond. This requires that STONE disqualify herself and void the February 25, 2022, Order granting summary Judgment and March 11, 2022, order denying CURTIS' bill of review, challenging the jurisdiction of this court.

[35] Exhibit Q, Order of February 25, 2022.

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V. ARGUMENTS AND AUTHORITIES

A. This Court lacks subject matter jurisdiction over the BRUNSTING FAMILY LIVING TRUST by Tex. Est. Code 32.005, 32.006, 32.007, lack of a probate estate or independent executor, Curtis vs. Brunsting, Registration of Foreign Judgment, Void Remand Order and Void Order of Transfer

91. Section 115.001 of the Texas Property Code provides the district court with exclusive jurisdiction over trusts in Texas, except for the authority expressly provided to the statutory probate court. Tex. Prop. Code 115.001 provides:

> Except as provided by Subsection (d) of this section, a district court has original and exclusive jurisdiction over all proceedings by or against a trustee and all proceedings concerning trusts, including proceedings to:
> (1) construe a trust instrument.
> (2) determine the law applicable to a trust instrument.
> (3) appoint or remove a trustee.
> (4) determine the powers, responsibilities, duties and liability of a trustee.
> (5) ascertain beneficiaries
> (6) make a determination of fact affecting the administration, distribution, or duration of a trust.
> (7) determine a question arising in the administration or distribution of a trust
> (8) relieve a trustee from any or all of the duties, limitations and restrictions otherwise existing under the terms of the trust instrument or of this subtitle.
> (9) require an accounting by a trustee, review trustee fees, and settle interim or final accounts; and
> (10) surcharge a trustee.
>
> **(a-1)**
> The list of proceedings described by Subsection (a) over which a district court has exclusive and original jurisdiction is not exhaustive. A district court has exclusive and original jurisdiction over a proceeding by or against a trustee or a proceeding concerning a trust under Subsection (a) whether or not the proceeding is listed in Subsection (a).
> **(b)**
> The district court may exercise the powers of a court of equity in matters pertaining to trusts.
> **(c)**
> The court may intervene in the administration of a trust to the extent that the court's jurisdiction is invoked by an interested person or as otherwise provided by law. A trust is not subject to continuing judicial supervision unless the court orders continuing judicial supervision.

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(d)
The jurisdiction of the district court is exclusive except for jurisdiction conferred by law on:
(1)
a statutory probate courts.

92. CANDACE CURTIS filed her suit for accounting, disclosure, breach of fiduciary duty, conversion, fraud, intentional infliction of emotional distress (and ultimately, declaratory judgment) in federal district court for the Southern District of Texas under diversity jurisdiction. The Fifth Circuit held that jurisdiction was proper in the U.S. District Court for the Southern District of Texas, Houston Division. *Curtis vs. Brunsting. Id.* The Fifth Circuit court of appeals held that the probate exception to federal jurisdiction did not apply, reversing and remanding to U.S. District Court Judge Kenneth Hoyt for further proceedings.

93. After oral hearing and consideration of the evidence, Judge Kenneth Hoyt issued a preliminary injunction over the trust in favor of CANDACE CURTIS against CO-TRUSTEES, ANITA K BRUNSTING AND AMY BRUNSTING. Judge Hoyt granted CURTIS' Application for Preliminary Injunction April 13, 2013, and issued a Memorandum and order on the 19th day of April 2013. Judge Hoyt detailed findings of irregularities in purported trust documents and held that CURTIS was substantially likely to prevail on her claims against ANITA AND AMY BRUNSTING. *See Memorandum and Order of Preliminary Injunction issued April 19, 2013.*

94. CURTIS was admonished to retain an attorney for discovery purposes, so she hired attorney JASON OSTROM. Almost immediately after being retained, JASON OSTROM committed attorney misconduct by amending her Complaint to pollute diversity, filing a motion to remand her case to probate court, when it had never been removed from probate court, and filing a motion to enter transfer order in the probate court, when he never officially appeared for CANDACE CURTIS in probate court and lacked authority to do so.

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95. A claim for declaratory judgment was added and CARL BRUNSTING was included as an involuntary plaintiff when the proper procedure for declaratory judgment actions was to sue CARL BRUNSTING as a nominal defendant, as was done with CAROL BRUNSTING.

96. Though CURTIS' federal case, *Cause No. 4:12-cv-00592* had never been filed in or removed from Probate court No. 4 of Harris County, Texas, CURTIS' counsel caused the matter to be unlawfully "remanded" to Probate Court No. 4 and caused Judge Christine Butts to sign a void order accepting transfer. *See Order for Remand, Order accepting transfer signed by Judge Christine Butts, and Order denying Rule 60 Motion for Relief of Judge Kenneth Hoyt, in which Judge Hoyt acknowledges that remand was improper.* The only procedure to transfer a case between state and federal courts is removal or remand. Consequently, both orders are void—a fact acknowledged by Judge Hoyt in his order denying CURTIS' Rule 60 Motion to reopen the case.

97. The Transfer Order states that it is pursuant to Tex. Est. Code. 32.005, 32.006, and 32.007, but none of these statutes apply in this scenario because the case was never filed in probate court and original and exclusive jurisdiction is in the district court. Cases may not be transferred from federal to probate court other than removal and remand. No estate was pending for *Curtis vs. Brunsting* to be deemed ancillary to, and the case has already been registered in the district court, with original jurisdiction. The Petition to Register the Foreign Judgment is a final order, which has not been transferred.

98. Sections 32.005, 32.006 and 32.007 provides as follows:

> Sec. 32.005. EXCLUSIVE JURISDICTION OF PROBATE PROCEEDING IN COUNTY WITH STATUTORY PROBATE COURT. (a) In a county in which there is a statutory probate court, the statutory probate court has exclusive jurisdiction of all probate proceedings, regardless of whether contested or uncontested. A cause of action related to the probate proceeding must be brought in a statutory probate court unless the jurisdiction of the statutory probate court is

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concurrent with the jurisdiction of a district court as provided by Section 32.007 or with the jurisdiction of any other court.

Sec. 32.006. JURISDICTION OF STATUTORY PROBATE COURT WITH RESPECT TO TRUSTS AND POWERS OF ATTORNEY. In a county in which there is a statutory probate court, the statutory probate court has jurisdiction of:
(1) an action by or against a trustee.
(2) an action involving an inter vivos trust, testamentary trust, or charitable trust;
(3) an action by or against an agent or former agent under a power of attorney arising out of the agent's performance of the duties of an agent; and
(4) an action to determine the validity of a power of attorney or to determine an agent's rights, powers, or duties under a power of attorney.

Sec. 32.007. CONCURRENT JURISDICTION WITH DISTRICT COURT. A statutory probate court has concurrent jurisdiction with the district court in:
(2) an action by or against a trustee;
(3) an action involving an inter vivos trust, testamentary trust, or charitable trust, including a charitable trust as defined by Section 123.001, Property Code;
(4) an action involving a personal representative of an estate in which each other party aligned with the personal representative is not an interested person in that estate;

99. For a suit to be subject to the jurisdiction provisions of the Texas Estates Code, it must qualify as either a "probate proceeding," or a "matter related to a probate proceeding," as defined by the Estates Code. In re Hannah, 431 S.W.3d 801, 807-08 (Tex. App.—Houston [14th Dist.] 2014, orig. proceeding) (citing TEX. EST. CODE ANN. §§ 21.006, 32.001(a), 33.002, 33.052, 33.101).

100. Finally, a probate court exercise pendent and ancillary jurisdiction as necessary to promote judicial efficiency and economy. TEX. EST. CODE ANN. § 32.001(b). Yet for a probate court to have such authority to exercise jurisdiction over matters incident to an estate, it is axiomatic that there must necessarily be a probate proceeding then pending in such court. Frost Nat'l Bank, 315 S.W.3d at 506; Narvaez, 564 S.W.3d at 57." *Mortensen v. Villegas, No. 08-19-00080-CV (Tex. App. Feb. 1, 2021),*

Sabine Gas Transmission Co. v. Winnie Pipeline Co., 15 S.W.3d 199, 200 (Tex. App. 2000).

96. While Section 115.0001 provides a statutory probate court with concurrent jurisdiction with the district court, who have original and exclusive jurisdiction over living trust lawsuits, except for that provided to statutory probate courts, in order to transfer a case from even District Court to probate, an estate must be pending, rather than closed. *Goodman v. Summit at West Rim, Ltd.*, 952 S.W.2d 930, 932 n.1 (Tex. App. 1997).

97. The Estate of NELVA BRUNSTING was closed April 5, 2013, leaving no possibility for any subsequently transferred case to be deemed "ANCILLARY" OR "INCIDENT TO". Tex. Est. Code. 32.005, 32.006, 32.007.

98. CURTIS' federal lawsuit was never lawfully transferred to probate court no. 4 and subject matter jurisdiction cannot be waived or agreed to. CURTIS' lawsuit was assigned as ancillary *Cause No. 412249-402* and renamed *Estate of Nelva Brunsting* before being "consolidated" with *Cause No. 412249-401*, a declaratory judgment / breach of fiduciary duty lawsuit filed by CARL BRUNSTING against the CO-TRUSTEES which was wrongfully designated *Estate of Nelva Brunsting*.

99. Both "ancillary" matters involved solely the BRUNSTING FAMILY LIVING TRUST and were never ancillary to any pending estate because the ESTATE OF NELVA BRUNSTING, Cause No. 412249, was closed April 5, 2013. *See approval of inventory and drop order, signed April 5, 2013.* Without an estate, no lawsuit could lawfully be transferred to the probate court as an ancillary matter.

100. Even had the estate not been closed, the court would have lost jurisdiction over ancillary matters when the inventory was approved and the estate matter closed. In *Goodman v. Summit at West Rim, Ltd.*, 952 S.W.2d 930 (Tex.App.-Austin 1997, no pet.), the court held that a probate court abused its discretion in continuing to exercise ancillary jurisdiction over pendent claims

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once the estate was dismissed from the probate proceeding. *Goodman v. Summit at West Rim, Ltd.*, 952 S.W.2d 930 (Tex.App.-Austin 1997, no pet.) The court of appeals held that "the probate court had no discretion to continue to exercise ancillary jurisdiction after it dismissed the estate from the proceeding." *Id.* at 934. The court explained its holding by noting that a probate court's ancillary jurisdiction arises only over a claim that bears some relationship to the estate. *See id.* at 933. If the estate is dismissed from the probate proceeding, the claim loses its ancillary nature since there is no claim within the court's jurisdiction to which the ancillary or pendent claim relates. *See id.* Because it found the claims against the city to be ancillary or pendent to nothing, the court held the probate court lost jurisdiction.[36] Id. See also *Sabine Gas Transmission Co. v. Winnie Pipeline Co.*, 15 S.W.3d 199, 200-01 (Tex. App. 2000).[14]

102. In Texas, the pendency of a probate proceeding is a requisite for a court's exercise of jurisdiction over matters related to it. *Goodman v. Summit at West Rim, Ltd.*, 952 S.W.2d 930, 933 (Tex. App. 1997). *See also Bailey v. Cherokee County Appraisal District, 862 S.W.2d 581 (Tex. 1993).* This is because "[l]oss of jurisdiction is characteristic of specialized courts." Id. *See In re Estate of Hanau,* 806 S.W.2d 900, 904 (Tex.App. — Corpus Christi 1991, writ denied) (court lost jurisdiction to remove independent executrix after estate was closed). "

103. In *Bailey v. Cherokee County Appraisal District,* 862 S.W.2d 581 (Tex. 1993), the Texas Supreme Court stated that a trial court must have a probate case pending to exercise its jurisdiction over matters "incident to an estate." *See also In re Estate of Hanau,* 806 S.W.2d at

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[36] A court may exercise only the jurisdiction accorded it by the constitution or by statute. *City of Beaumont v. West,*484 S.W.2d 789, 791 (Tex.Civ.App. — Beaumont 1972, writ ref'd n.r.e.). Subject matter jurisdiction may not be enlarged by an agreement between the parties or by a request that the court exceed its powers. *Texas Ass'n of Bus. v. Texas Air Control Bd.,* 852 S.W.2d 440, 445 (Tex. 1993); *Burke v. Satterfield,* 525 S.W.2d 950, 953 (Tex. 1975). A probate court is a specialized court that exists primarily for the limited purpose of administering decedents' estates. *See generally* Tex. Prob. Code §§ 5, 5A (West Supp. 1997). *Goodman v. Summit at West Rim, Ltd.*, 952 S.W.2d 930, 933 (Tex. App. 1997)

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904 (court lost jurisdiction to remove independent executrix after estate was closed). The Supreme Court held that the probate court may only exercise "ancillary " or "pendent" jurisdiction over a claim that bears some relationship to the estate. *Bailey v. Cherokee County Appraisal District,* 862 S.W.2d 581 (Tex. 1993)Once the estate settles, the claim is "ancillary " or "pendent" to nothing, and the court is without jurisdiction. Id. If it ever had jurisdiction, which is denied, jurisdiction was lost April 5, 2013. This made the Transfer Order void, even if it were possible to "transfer" a case from federal to state court –other than by removal or remand, which it is not.

104. An analogous situation occurs in cases in which a court loses jurisdiction over an indispensable party. The court in which the proceeding was pending loses subject matter jurisdiction over the cause when an indispensable party is nonsuited. *Travis Heights Improvement Ass'n v. Small,* 662 S.W.2d 406, 413 (Tex.App. — Austin 1983, no writ); *see also Royal Petroleum Corp. v. McCallum,* 135 S.W.2d 958 (1940). The Goodman Court held that the estate is an "indispensable party" to any proceeding in the probate court and the estate's presence is required for the determination of any proceeding that is ancillary or pendent to an estate. *Goodman v. Summit at West Rim, Ltd.*, 952 S.W.2d 930, 933 (Tex. App. 1997). *Smith Inc. vs. Sheffield, No. 0302-00109-CV (Tex. App.—Austin, 2003).*

105. The estate has been closed and a drop order was issued since April 5, 2013. Furthermore, CARL BRUNSTING resigned due to incapacity on February 17, 2015. Therefore, neither the independent administrator nor the estate are parties to this litigation. Due to the fact that both are indispensable parties to any proceeding in the probate court and the fact that probate has been long since closed, there was no estate pending at the time CANDACE CURTIS' federal case was allegedly remanded and/or transferred to Probate Court No. 4. *Smith Inc. vs. Sheffield, No. 0302-*

00109-CV (Tex. App.—Austin, 2003). This deprives the court of jurisdiction over the alleged ancillary lawsuit of CANDACE CURTIS VS. ANITA K. BRUNSTING et al, Cause No. 4:12cv-00592, U.S. District Court for the Southern District of Texas (Houston Division, 2013).

B. ***Former Judge Kathleen Stone failed to render judgment and lacks authority to sign the Order***

C. CANDACE CURTIS filed an objection and amended objection to any former judge presiding over this case aside from the Honorable Judge James Horwitz on the basis that Judge Horwitz is the only judge with an oath and bond on file in Harris County probate court no. 4. This requires JUDGE KATHLEEN STONE to disqualify herself and void the order granting summary judgment and denying CURTIS' bill of review.

D. When a party files a timely objection to an assigned judge under section 74.053 of the Texas Government Code, the assigned judge's disqualification is mandatory. See TEX. GOV'T CODE § 74.053(a)-(c); *Starnes v. Chapman,* 793 S.W.2d 104, 107 (Tex.App. — Dallas 1990, orig.proceeding). *See Mercer v. Driver*, 923 S.W.2d 656, 658 (Tex.App. —Houston [1st Dist.] 1995, orig. proceeding); Starnes, 793 S.W.2d at 107.

E. Subsections 74.053(b) and (d) allow a party to make one objection to an assigned judge, and unlimited objections to an assigned former judge who was not a retired judge. See TEX. GOV'T CODE § 74.053(b) and (d); Garcia v. Employers Ins. of Wausau, 856 S.W.2d 507, 509 (Tex.App. —Houston [1st Dist.] 1993, writ denied). If the assigned judge overrules a timely section 74.053 objection, that judge's subsequent orders are void and the objecting party is entitled to mandamus relief. See Amateur Athletic Found. v. Hoffman, 893 S.W.2d 602, 603 (Tex.App. — Dallas 1994, orig. proceeding); Rubin v. Hoffman, 843 S.W.2d 658, 659 (Tex.App. — Dallas 1992, orig. proceeding).

F. Section 74.053 Subsection (b) provides:

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> If a party to a civil case files a timely objection to the assignment, the judge shall not hear the case. Except as provided by Subsection (d), each party to the case is only entitled to one objection under this section for that case.

G. Subsection (d) provides:

> A former judge or justice who was not a retired judge may not sit in a case if either party objects to the judge or justice.

H. Texas Government Code Sec. 25.0017 requires visiting judges to take the oath and provides:

> (a) A person who is a retired or former judge shall, before accepting an assignment as a visiting judge of a statutory county court, take the oath of office required by the constitution and file the oath with the regional presiding judge…
> (c) A retired or former judge may be assigned as a visiting judge of a statutory county court only if the judge has filed with the regional presiding judge an oath of office as required by this section.

I. KATHLEEN STONE does not have an oath or bond on file with the presiding judge of Harris County Probate Court. Due to the statutory mandate that any statutory probate judge presiding over this case have an oath of office and bond on file, PLAINTIFF objects to any former or visiting judge hearing this case that does not have both on file with the Harris County Probate Clerk and Harris County Commissioners, including but not limited to KATHLEEN STONE. PLAINTIFF has confirmed that only the HONORABLE JAMES HORWITZ has an oath of office and bond on file to preside over cases in probate court No. 4. Therefore, CURTIS objects to any other assigned judge other than the Honorable Judge James HORWITZ. Accordingly, JUDGE STONE must disqualify herself and void the orders signed.

J. Section 25.0017 (a) requires any visiting judge to take the oath of office required by the Texas Constitution before accepting an assignment as a visiting judge of a statutory probate court and file the oath with the regional. Presiding judge. Tex. Govt. Code. Sec. 25.0017. The Statute requires the regional presiding judge

(b) shall maintain a file containing the oaths of office filed with the judge under Subsection (a).

(c) A retired or former judge may be assigned as a visiting judge of a statutory county court only if the judge has filed with the regional presiding judge an oath of office as required by this section.

112. Section 25.0021 provides:

(b) A person who is a retired or former judge shall, before accepting an assignment as a visiting judge of a statutory probate court, take the oath of office required by the constitution and file the oath with the presiding judge of the statutory probate courts.

(c) The presiding judge shall maintain a file containing the oaths of office filed with the judge under Subsection (b).

(d) A retired or former judge may be assigned as a visiting judge of a statutory probate court only if the judge has filed with the presiding judge an oath of office as required by this section.

(e) When a retired or former judge is appointed as a visiting judge, the clerk shall enter in the administrative file as a part of the proceedings in the cause a record that gives the visiting judge's name and shows that:

(1) the judge of the court was disqualified, absent, or disabled to try the cause;

(2) the visiting judge was appointed; and

(3) the oath of office prescribed by law for a retired or former judge who is appointed as a visiting judge was duly administered to the visiting judge and filed with the presiding judge.

(f) "Administrative file" means a file kept by the court clerk for the court's administrative orders and assigned a cause number. Tex. Govt. Code. Sec. 25.00221.

113. Judge Stone has failed to satisfy the requirements of Section 25.0017 or Section 25.00221 of the Texas Government Code, violating the Texas Constitutional mandate that an oath be on file and statutory requirement for STONE to have a bond on file with the presiding judge of the Harris County probate court.

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C. ***CO-TRUSTEES' Motion and the Court's order were untimely***

114. The Court issued a docket control order in June of 2021, setting the deadline for motions for summary judgment to be filed by October 15, 2021. The November 5, 2021, motion for summary judgment was untimely beyond the October 15, 2021, deadline set forth in the June 2021 court's docket control order. Additionally, the court's February 25, 2022, Order granting summary judgment was untimely, beyond the December 31, 2021, deadline for hearing dispositive motions or pleas subject to interlocutory appeal and February 7, 2022, deadline for hearing dispositive motions not subject to interlocutory appeal. Therefore, the February "unnoticed" hearing on Defendants' summary judgment motion was untimely as a matter of law, rendering the February 25, 2022, order voidable and/or void.

115. ANITA AND AMY BRUNSTING'S repeat traditional and no evidence motion for summary judgment was untimely field beyond the deadline set by the Court's June 2021 docket control order. CURTIS nevertheless filed a further 5-page response to said motion and the court set the matter for consideration by submission on December 14, 2021—the deadline for hearing summary judgment motions. The Court's February 25, 2022, Order has still not been rendered upon or signed by the presiding judge, but by a former judge with no authority to rule, render or sign the Order.

D. ***CO-TRUSTEES' Motion fails to identify each element of PLAINTIFF'S claims upon which they allege there is no evidence***

116. The Court unlawfully granted CO-TRUSTEES' "no evidence" motion for summary judgment on PLAINTIFFS' claims ***without pointing to any essential element of PLAINTIFFS' claims upon which they claim there was no evidence.*** PLAINTIFF asserted claims for breach of fiduciary duty, conversion, intentional infliction of emotional distress, fraud, declaratory judgment, constructive trust, as well as suing for an accounting and disclosures. *See Plaintiff's*

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Complaint in Cause No. 4:12-cv-00592, U.S. District Court for the Southern District of Texas (Houston Division, 2012) and 2nd Amended Petition filed in this case.

117. Texas Rule of Civil Procedure 166a(i) permits a party to obtain a "no evidence" motion for summary judgment after adequate time for discovery, but **requires the movant to "state the elements as to which there is no evidence." Tex. R. Civ. P. 166a(i). Each element of PLAINTIFF'S claims, upon which DEFENDANTS allege there is no evidence, must be specifically identified. Defendants' Motion failed to do this.**

118. **Defendants pointed to no element of any cause of action upon which Defendants contend there is no evidence, but pointed merely to a list of allegations pled. Plaintiff objects to the failure of DEFENDANTS to identify each essential element of PLAINTIFF'S claims upon which they contend there is no evidence.**

119. Only once the movant satisfies this burden does the nonmovant bear the burden of "'raising a genuine issue of material fact'" for each challenged element . *Johnson v. Brewer & Pritchard, P.C.*, 73 S.W.3d 193, 206 (Tex. 2002) (quoting Tex. R. Civ. P. 166a(i)). A nonevidence challenge will be sustained when "'(a) there is a complete absence of evidence of a vital fact, (b) the court is barred by rules of law or of evidence from giving weight to the only evidence offered to prove a vital fact, (c) the evidence offered to prove a vital fact is no more than a mere scintilla, or (d) the evidence conclusively establishes the opposite of the vital fact.'" *King Ranch, Inc. v. Chapman*, 118 S.W.3d 742, 751 (Tex. 2003) (quoting *Merrell Dow Pharms., Inc. v. Havner*, 953 S.W.2d 706, 711 (Tex. 1997)).

120. The record reveals substantial evidence to support PLAINTIFFS' claims for breach of fiduciary duty, conversion, fraud, constructive trust, intentional infliction of emotional distress, and declaratory judgment via the federal court's findings in its Memorandum and Order granting

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PLAINTIFF extraordinary injunctive relief. *See April 19, 2013, Memorandum and Order and Preliminary Injunction, certified copies attached hereto and incorporated by reference, Special Master's Report.* Based upon PLAINTIFF'S allegations, upon which more than a scintilla of evidence exists in the record, summary judgment was an abuse of discretion.

121. Were this not so, the federal court would not have granted CURTIS a preliminary injunction against CO-TRUSTEES, finding a substantial likelihood that she would prevail on her claims. *See Certified Copies of Preliminary Injunction, Memorandum and Order, Special Master's report, Affidavit of Candace Curtis.* Likewise, there is evidence of willful misconduct and bad faith on the part of AMY AND ANITA BRUNSTING, who were found to have engaged in prohibited self-dealing with irregularities in the trust documents presented to the federal judge. Id.

122. The record already contains more than sufficient evidence that CO-TRUSTEES breached their fiduciary duties (to account, fully disclose, treat all beneficiaries impartially and equally, good faith and fair dealing, not commingle or self-deal), intentionally inflicted emotional distress upon PLAINTIFF (by setting out to disinherit her with a void testamentary Qualified Beneficiary Designation dated 8/25/10), converted her share of the BRUNSTING FAMILY Survivor's and Decedent's Trusts to their own use and benefit, and committed fraud via the use of a fraudulently procured document. PLAINTIFF was also entitled to declaratory judgment of the rights and liabilities of the parties, and she was denied the Constitutional right to due process via jury trial by the Court's February 25, 2022, Order, granting summary judgment on all of her claims.

4. Clearly, the Court also failed to consider CURTIS' multi-part response to DEFENDANTS' 2015 and amended 2021 motions for summary judgment, *July 13, 2015,*

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Response to June 26, 2015, no evidence motion for partial summary judgment[37], *Response to Co-trustees' untimely November 5, 2022, Motion*[38], *Memorandum of Law on QBD*[39], *and Addendum to motion for summary judgment*[40], *attached hereto and incorporated by reference.*

5. The Court failed to consider the April 19th Memorandum and Order granting Preliminary Injunction of Judge Hoyt, finding a substantial likelihood that PLAINTIFF would prevail on her claims against CO-TRUSTEES, listing their numerous breaches of fiduciary duty and noting irregularities in the trust documents DEFENDANTS produced. *See Certified Memorandum and Order of Preliminary Injunction granted to CURTIS April 19th, 2013.* The Court failed to consider the Special Master's Report, which proves breach of fiduciary duty.

6. The record already contained more than sufficient evidence that CO-TRUSTEES breached their fiduciary duties (duty to account, fully disclose, duty of loyalty, duty to treat all beneficiaries impartially and equally, duty of good faith and fair dealing, duty not to commingle or self-deal), intentionally inflicted emotional distress upon PLAINTIFF, converted her share of the BRUNSTING FAMILY Survivor's and Decedent's Trusts to their own use and benefit—to pay their attorneys' fees, and committed fraud via the use of a Qualified Beneficiary Designation and Testamentary Power of Appointment that is void on its face, notwithstanding evidence of digital forgery.

13. PLAINTIFF had no burden to produce evidence where sufficient evidence was already in the record and the court could decide summary judgment as a matter of law in CANDACE CURTIS' favor. *See Defendant's exhibits listed above, Federal Affidavit of Candace Curtis*[41], *swearing that all evidence in this case was uniquely in the possession of the defendants,*

[37] Exhibit Z
[38] Exhibit AA
[39] Exhibit BB
[40] Exhibit CC
[41] Exhibit DD.

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Preliminary Injunction, Memorandum and order of U.S. District for the Southern District of Texas, Judge Kenneth Hoyt, Special Master's Report, and Registration of Foreign Judgment, citing more than a preponderance of evidence justifying extraordinary injunctive relief and holding that CANDACE CURTIS was likely to win based on the evidence produced. These documents are all part of the record.

E. *The Court violated CURTIS' Constitutional right to due process in failing to declare the August 25, 2010, Qualified Beneficiary Designation and Testamentary Power of Appointment to living trust void and severable from the trust.*

123. The Court violated CANDACE CURTIS' Constitutional right to due process of law and a jury trial by granting summary judgment on all of her claims and not issuing a declaratory judgment as to the validity of the 8/25/10 QBD at issue in this case. PLAINTIFF pled for declaratory judgment and was entitled to findings of fact, as well as a declaration by the court as to which documents constituted "the BRUNSTING FAMILY LIVING TRUSTS", necessarily mandating that the Court find that the 8/25/10 QBD is void and severable by the terms of the trust and failure to comply with the statutory prerequisites for a testamentary power of appointment.

124. Without the Court declaring which documents constitute "the trust", it could not determine the rights and liabilities of the parties or grant summary judgment based upon a purported legitimate document that continues to be in dispute.

125. The only document produced by DEFENDANTS to satisfy their burden of proof on their forfeiture counterclaim was the 8/25/10 Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement, which is void on its face for the lack of attesting witnesses as required by the Code and because it contradicts the terms of the trust, rendering it severable. All testamentary instruments such as the 8/25/10 QBD which purported to take effect upon the death of NELVA BRUNSTING must be properly witnessed and notarized by

two disinterested witnesses. *See 8/25/10 QBD and* Article 251.051 of the Texas Estates Code. Since the document is void, it is severable from the trust.

126. Article XIII (3) states:

Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged **in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence**. Since the 8/25/10 QBD did not take effect until NELVA BRUNSTING' death, the document was testamentary. **Without satisfying Article 251.051 of the Texas Estates Code, the document is void and severable from the trust.**

127. Article 251.051 of the Texas Estates Code sets forth the requirements for testamentary instruments and requires that any such instrument be signed, notarized and witnessed by two witnesses. "Texas Estates Code section 251.051 requires, inter alia, a last will and testament be (1) in writing, (2) signed by the testator, and (3) attested to by two or more credible witnesses. *See* Tex. Est. Code Ann. § 251.051 (West 2014). " *Lemus v. Aguilar*, 491 S.W.3d 51, 56 (Tex. App. 2016)

128. The 8/25/10 was not witnessed and in fact, AMY, ANITA, and CAROL BRUNSTING admit that none of them witnessed NELVA BRUNSTING'S signature on this 8/25/10 QBD. Because the 8/25/10 QBD and testamentary power of appointment fails to satisfy *See* Tex. Est. Code Ann. § 251.051 (West 2014) and violates the trust, it is void and severable to the extent it was ever actually part of the trust.

129. Article VIV Section O states:

> If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining

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provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

130. Due process requires the Court to declare the rights and liabilities of the parties pursuant to CANDACE CURTIS' Application for Declaratory Judgment. CURTIS was denied this Constitutionally protected right. See U.S. Constit. Amend XIV, Texas Constit, Art. I Sec. 8

G. ***DEFENDANTS have not satisfied their burden of producing evidence to prove that CANDACE CURTIS violated the "no contest" provision of the Restatement***

131. In a traditional summary-judgment motion[42], the movant has the burden of showing that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law. *See*

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[42] Rule 166a (traditional) and Rule 166a(i) states that summary judgment may be granted:

> **(a)For Claimant.** A party seeking to recover upon a claim, counterclaim, or crossclaim or to obtain a declaratory judgment may, at any time after the adverse party has appeared or answered, move with or without supporting affidavits for a summary judgment in his favor upon all or any part thereof. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is a genuine issue as to amount of damages.
>
> **(c)Motion and Proceedings Thereon.** The motion for summary judgment shall state the specific grounds therefor. Except on leave of court, with notice to opposing counsel, the motion and any supporting affidavits shall be filed and served at least twenty-one days before the time specified for hearing. Except on leave of court, the adverse party, not later than seven days prior to the day of hearing may file and serve opposing affidavits or other written response. No oral testimony shall be received at the hearing. The judgment sought shall be rendered forthwith if (i) the deposition transcripts, interrogatory answers, and other discovery responses referenced or set forth in the motion or response, and (ii) **the pleadings, admissions, affidavits, stipulations of the parties, and authenticated or certified public records**, if any, **on file at the time of the hearing, or filed thereafter** and before judgment with permission of the court, show that, except as to the amount of damages, there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law on the **issues expressly set out in the motion or in an answer or any other response.** Issues not expressly presented to the trial court by written motion, answer or other response shall not be considered on appeal as grounds for reversal…
>
> **(d)Appendices, References and Other Use of Discovery Not Otherwise on File.** Discovery products not on file with the clerk may be used as summary judgment evidence if copies of the material, appendices containing the evidence, or a notice containing specific references to the discovery or specific references to other instruments, are filed and served on all parties together with a statement of intent to use the specified discovery as summary judgment proofs: (i) at least twenty-one days before the hearing if such proofs are to be used to support the summary judgment;

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Tex. R. Civ. P. 166a(c); *Browning v. Prostok*, 165 S.W.3d 336, 344 (Tex. 2005). We take as true evidence favorable to the nonmovant and resolve all doubts in its favor. *Little v. Texas Dep't of Criminal Justice*, 148 S.W.3d 374, 381 (Tex. 2004); *Harwell v. State Farm Mut. Auto. Ins. Co.*, 896 S.W.2d 170, 173 (Tex. 1995).

132. To be entitled to a traditional summary judgment under Tex. R. Civ. P. 166(a), a defendant must conclusively negate at least **one essential element of each of the plaintiffs causes of action or conclusively establish each element of an affirmative defense**. *Science Spectrum, Inc. v. Martinez*, 941 S.W.2d 910, 911 (Tex. 1997). The movant is entitled to summary judgment if the evidence disproves, as a matter of law, **at least one element of each of the plaintiff's causes of action or conclusively establishes each element of an affirmative defense**. *Friendswood Dev. Co. v. McDade & Co.*, 926 S.W.2d 280, 282 (Tex. 1996); *see Ryland Grp., Inc. v. Hood*, 924 S.W.2d 120, 121 (Tex. 1996). *Martin-De-Nicolas v. AAA Tex. Cnty. Mut. Ins. Co.*, No. 03-17-00054-CV, at *5-6 (Tex. App. Apr. 19, 2018). If the movant's motion and summary judgment evidence facially establish its right to judgment as a matter of law, the burden shifts to the nonmovant to raise a genuine, material fact issue sufficient to defeat summary judgment. *M.D. Anderson Hosp. Tumor Inst. v. Willrich*, 28 S.W.3d 22, 23 (Tex. 2000).

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or (ii) at least seven days before the hearing if such proofs are to be used to oppose the summary judgment.

(f)Form of Affidavits; Further Testimony. Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions or by

(i)No-Evidence Motion. After adequate time for discovery, a party without presenting summary judgment evidence may move for summary judgment on the ground that there is no evidence of one or more essential elements of a claim or defense on which an adverse party would have the burden of proof at trial. The motion must state the elements as to which there is no evidence. The court must grant the motion unless the respondent produces summary judgment evidence raising a genuine issue of material fact.

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133. Significantly, DEFENDANT CO-TRUSTEES obtained traditional summary judgment on a counterclaim, forfeiture, ***without satisfying their burden to produce evidence showing that no genuine issue of material fact occurred*** because the unsworn declaration that they attached to their motion for summary judgment did not authenticate any of the exhibits included.

134. AMY AND ANITA BRUNSTING'S lawyers filed a traditional motion for summary judgment against CANDACE CURTIS, alleging that she forfeited her share to them by violating the void 8/25/10 QBD on June 26, 2015, and November 5, 2021. CURTIS responded to their motions July 13, 2015, and November 17, 2021, including a Memorandum of Law on the August 25, 2010, Qualified Beneficiary Designation and Testamentary power of appointment dated September 28, 2020, (attaching three signature pages of the document-which appears to be digitally altered, notary logs and notes of CANDACE FREED showing no entries for 8/25/10 to reflect the three anomalous documents) and an Addendum dated October 15, 2021.

135. ANITA AND AMY BRUNSTING produced the following unsworn documents with their traditional and no evidence motion for summary judgment:

> Exhibit A The Restatement of The Brunsting Family Living Trust.
> Exhibit B Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement executed on or about June 15, 2010.
> Exhibit C Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement executed on or about on August 25, 2010.
> Exhibit D Excerpts from Deposition of Candace Kunz-Freed (March 29, 2019).
> Exhibit E Excerpts from Deposition of Candace Kunz-Freed (June 27, 2019).
> Exhibit F Order Appointing Temporary Administrator Pending Contest Pursuant to Texas Estates Code §452.051 (signed July 23, 2015).
> Exhibit G Report of Temporary Administrator Pending Contest.
> Exhibit H Unsworn Declaration of Anita K. Brunsting.
> Exhibit I Resignation of Original Trustee executed on or about December 21, 2010.
> Exhibit J Memorandum and Order Preliminary Injunction (signed April 19, 2013).

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Exhibit K Order (signed September 23, 2020).
Exhibit L Unsworn Declaration of Neal E. Spielman

136. It was DEFENDANTS' burden to produce sworn testimony concerning the authenticity of the purported 8/25/10 QBD, not Plaintiff's. Plaintiff demanded Defendants produce the original 8/25/10 QBD on July 13, 2015 and they have not because they cannot. No one witnessed the document as the law requires of testamentary evidence. Therefore, even if it were in evidence sworn by affidavit, whether it was digitally altered to add Nelva's signature or not, it is void on its face for failure to comport with statute. Notably, the Court could not decide DEFENDANTS' Rule 166a traditional motion for summary judgment without considering evidence. But this is precisely what it did in GRANTING DEFENDANTS' Motion for Summary judgment on their counterclaim of forfeiture. While the 8/25/10 QBD was attached as an exhibit to their motion, it was not sworn to and was not evidence. PLAINTIFF has disputed the validity of this document from the outset AS NOT PART OF THE TRUST and the document is void on its face for failing to have two disinterested witnesses attest to it. PLAINTIFF objects to the court granting summary judgment on DEFENDANTS' counterclaim with no evidence to justify it—DEFENDANTS' own the burden of burden of proof AND of bringing forth the evidence to be disputed.

137. ***Without attaching a sworn affidavit attesting to the authenticity and validity of the August 25, 2010, QBD and Testamentary Power of Appointment to Living Trust, witnessed by two disinterested persons, there is no evidence in the record from which the Court could rule that CANDACE CURTIS forfeited her share.***

138. DEFENDANTS' have produced no evidence to satisfy their burden of proof that CURTIS ***violated the "no contest" clause by asserting any claim which would enlarge her share of the trust,*** as set forth in the Article 11 Section C of the 2005 Restatement of the BRUNSTING FAMILY LIVING TRUST.

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139. CANDACE LOUIS CURTIS never filed any claim **to enlarge her share of the trust** at the expense of another beneficiary, but sought to enforce the trust in accordance with the settlor's intentions at all times. The 2013 federal lawsuit and preliminary injunction proves this. Id.[43]

140. CANDACE CURTIS never challenged the "trust" but only the void 8/25/10 QBD which violated the express terms of the trust, rendering it void and severable. Based on Article XIV Section O and Article XII Section F of the Restatement (imposing liability on the Trustees for bad faith, willful misconduct and/or gross negligence), CANDACE CURTIS' lawsuit against the acting Co-Trustees did not violate the "no contest" clause of the Restatement and the August 25, 2010, QBD is void and severed from this trust under the terms of the trust and Texas Estates Code f/k/a Texas Probate Code.

128. The Trust Code expressly provides beneficiaries with the right to compel a fiduciary to perform the fiduciary's duties; seeking redress against a fiduciary for a breach of the fiduciary's duties; or seeking a judicial construction of a will or trust (§ 112.038), and the foregoing cannot be construed to trigger a forfeiture provision; Texas Trust Code § 111.0035(b)(6) which is exactly what the Court has done.

129. "The right to challenge a fiduciary's actions is inherent in the fiduciary / beneficiary relationship." *McLendon, 862 S.W.2d at 678." Lesikar v. Moon, 237 S.W.3d 361, 370 (Tex. App. 2007) Texas Property Code § 111.0035(b)(6)* (The terms of a trust will not be construed to prevent a beneficiary from seeking to compel a fiduciary to perform the fiduciary's duties; from seeking redress against a fiduciary for a breach of the fiduciary's duties; or seeking a judicial construction of a will or trust. (§ 112.038)

[43] Nor did CURTIS need AMY OR ANITA'S permission to file suit because she is the de jure sole trustee of both trusts by the terms of the instrument itself.

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H. ***The Court erred in ruling that Co-trustees' attorneys' fees shall be taken out of CANDACE CURTIS' share, as CANDACE CURTIS' share is not alienable or subject to claims of judgment creditors***

130. Article XI Section A of the Restatement provides:

> No beneficiary will have the power to anticipate, encumber, or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities, or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

131. The foregoing language indicates that the BRUNSTING FAMILY LIVING TRUST was created as a spendthrift trust, which is immune from creditors by its very terms. See Article XI Section A-C. Article XI Section C specifically states that the Founders "do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact..." This necessarily voids the order granting Neil Spielman and Stephen Mendel attorneys' fees out of CANDACE CURTIS' share, which is held in a spendthrift trust.

132. Texas Probate Code Sec. 122.206 governs Spendthrift Trusts and provides:

> An assignment of property or interest that would defeat a spendthrift provision imposed in a trust may not be made under this subchapter.

133. Texas Property Code Sec. 112.035 governs spendthrift trusts and provides:

> (a) A settlor may provide in the terms of the trust that the interest of a beneficiary in the income or in the principal or in both may not be voluntarily or involuntarily transferred before payment or delivery of the interest to the beneficiary by the trustee.
>
> (b) A declaration in a trust instrument that the interest of a beneficiary shall be held subject to a "spendthrift trust" is sufficient to restrain voluntary or involuntary alienation of the interest by a beneficiary to the maximum extent permitted by this subtitle.
>
> (c) A trust containing terms authorized under Subsection (a) or (b) of this section may be referred to as a spendthrift trust.
>
> (f) A beneficiary of the trust may not be considered to be a settlor, to have made a voluntary or involuntary transfer of the beneficiary's interest in the trust, or to have

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the power to make a voluntary or involuntary transfer of the beneficiary's interest in the trust, merely because the beneficiary, in any capacity, holds or exercises:
(1) a presently exercisable power to:
(A) consume, invade, appropriate, or distribute property to or for the benefit of the beneficiary, if the power is:
(i) exercisable only on consent of another person holding an interest adverse to the beneficiary's interest; or
(ii) limited by an ascertainable standard, including health, education, support, or maintenance of the beneficiary; or
(B) appoint any property of the trust to or for the benefit of a person other than the beneficiary, a creditor of the beneficiary, the beneficiary's estate, or a creditor of the beneficiary's estate;
(2) a testamentary power of appointment; or
(3) a presently exercisable right described by Subsection (e)(2).

Acts 2017, 85th Leg., R.S., Ch. 62 (S.B. 617), Sec. 2, eff. September 1, 2017.

134. Upon the April 2009 death of ELMER BRUNSTING, two trusts were created: with the property being divided into two shares: The Survivor's and Decedent's trusts, Restatement Article VII, Section B.

135. Article VIII Section D provides that the Survivor's trust SHALL terminate at the Surviving Founder's death and

136. Article IX governs administration of the Decedent's trust and permits the surviving founder to pay/apply for the survivor's benefit all of the net income and up to $5000 in principal per year. Article IX Section A. The surviving founder continued to have fiduciary duties to the remainder beneficiaries with respect to the Decedent's trust.

137. Article IX Section D provides that the Decedent's trust SHALL terminate at the Surviving Founder's death.

138. Upon the surviving founder's death, November 11, 2011, both trusts terminated and were required to be distributed in accordance with Article X, dividing all trust property by five and distributing 1/5 of the total assets to each beneficiary: CANDACE LOUISE CURTIS, CAROL

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ANN BRUNSTING, CARL HENRY BRUNSTING, AMY RUTH TSCHIRHART N/K/A AMY RUTH BRUNSTING, ANITA KAY RILEY N/K/A ANITA K. BRUNSTING.

139. Article X Section B governs the distribution of CANDACE LOUISE CURTIS' share and states that it shall be held in trust with the trustee distributing as much of the net income and principal of CURTIS' personal asset trust which the trustee deems necessary for her health, education, maintenance and support—for her lifetime. CANDACE CURTIS' right to the net income and principal of the trust is not alienable, voluntarily or involuntarily other than the execution of a testamentary power of appointment, valid living trust, or last will and testament—which is not at issue in this case.

140. Clearly the settlors made the BRUNSTING FAMILY LIVING TRUST and specifically, CANDACE CURTIS' share—unalienable and not subject to creditors, including judgment creditors NEIL SPIELMAN AND/OR STEPHEN MENDEL,

I. Attorneys' fees may not be granted in Texas absent a contract or statute authorizing attorneys' fees.

130. "Texas follows "the American Rule" prohibiting recovery of attorney's fees unless provided by contract or statute." *Intercontinental Group Partnership v. KB Home Lone Star L.P.*, 295 S.W.3d 650, 663 (Tex. 2009). CO-TRUSTEES point to no legal authority which would permit them to recover their attorneys' fees incurred in defending themselves rendering the February 25, 2022, Order purporting to pay CO-TRUSTEES' legal fees out of CANDACE CURTIS' vested share of the BRUNSTING FAMILY LIVING TRUST.

131. CANDACE CURTIS has no contract for services with CO-TRUSTEES' attorneys, Neil Spielman and/or Stephen Mendel. CO-TRUSTEES point to no legal authority which would permit them to recover attorneys' fees from CURTIS, contractual or statutory. Furthermore, the BRUNSTING FAMILY LIVING TRUST makes clear that no portion of the spendthrift trust was

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to be used for litigation costs. For this reason, the February 25, 2022, Order purporting to award NEIL SPIELMAN AND STEPHEN MENDEL attorneys' fees from CANDACE CURTIS' vested share of the spendthrift trust is void.

J. ***The Order violated CANDACE CURTIS' Constitutional right to due process—notice and a meaningful opportunity to be heard.***

132. The Court had a duty to determine the validity of the documents attached and issue a declaratory judgment on the rights and liabilities of the parties and failed to do so. CANDACE CURTIS plead for and paid for a jury trial to determine the issues of fact in this case which remain unresolved and was deprived of this Constitutional right by the Court's February 25, 2022, Order, purporting to dispose of all of her claims and ruling against CURTIS on CO-TRUSTEES counterclaim of forfeiture without any evidence to justify this ruling. This was a complete deprivation of the Constitutional right to due process of law under the U.S. and Texas Constitutions. U.S. CONSTIT. AMEND. XIV, TEXAS CONSTIT. ART. I, SEC. 8. For this reason, the FEBRUARY 25, 2022, ORDER granting summary judgment against PLAINTIFF constitutes an abuse of discretion and must be vacated and/or set aside.[44]

133. A proper reading of the trust instrument 92005 restatement as amended in2007) reveals that the lawful trustees for the family trust are CARL BRUNGING and CANDACE CURTIS.

134. A list of the affirmative fiduciary duties performed by the DEFENDANT CO-TRUSTEES reads "*this page intentionally left blank*" and a passive trust results in merger and the trust collapses, *Property Code § 112.032.*

[44] DEFENDANTS attached the BRUNSTING FAMILY LIVING TRUST, 2005 RESTATEMENT, 1st Amendment, 6/15/10 Qualified Beneficiary Designation, and 8/25/20 Qualified Beneficiary Designation and Testamentary Power of Appointment to Living Trust, to their motion with unsworn declarations and the court had a duty to determine which documents constitute the trust, given PLAINTIFF'S allegations of fraud and the 8/25/10 QBD's invalidity on its face.

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135. When merger occurs the trustee's only authority is to transfer the assets to or as directed by the beneficiary. It is true that "[a] spendthrift trust must be based on an active trust. If it is merely passive or inactive, there can be no spendthrift trust." Long v. Long , 252 S.W.2d 235, 247 (Tex. Civ. App.—Texarkana 1952, writ ref'd n.r.e.). Likewise, "[a] trustee who has no duty except to make payments as they become due is the trustee of a 'passive' or 'dry' trust." Daniels v. Pecan Valley Ranch, Inc. , 831 S.W.2d 372, 379 (Tex. App.—San Antonio 1992, writ denied). Moreover, "[i]f a trustee is not given affirmative powers and duties, the trust is 'passive' or 'dry,' and legal title is vested in the beneficiaries , not the named trustee." Nolana Dev. Ass'n v. Corsi , 682 S.W.2d 246, 249 (Tex. 1984). Consequently, "[A] merely passive trust cannot constitute a valid spendthrift trust because the beneficiary is considered the real owner of the property." Daniels , 831 S.W.2d at 379. In re Estate of Lee, 551 S.W.3d 802, 814 (Tex. App. 2018)

VI. CONCLUSION AND PRAYER

136. For the reasons stated herein, PLAINTIFF respectfully prays that the Court vacate and set aside the February 25, 2022, Order, granting summary judgment against her and permit this matter to proceed to trial.

Respectfully Submitted,

Candice Schwager

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Houston, Texas 77058
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ATTORNEY FOR CANDACE CURTIS

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CERTIFICATE OF SERVICE

I Candice Schwager hereby certify that the foregoing document was served on all counsel of record on the 27th day of March 2022.

Candice Schwager

Candice Schwager



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 20, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 46

Probate

Case Number: 412249

Court: All

Status: -All

File Date (From): MM/DD/YYYY

File Date (To): MM/DD/YYYY

SEARCH CLEAR

◉ Party ○ Attorney ○ Company

Last Name:

First Name:

File Date (From): MM/DD/YYYY

File Date (To): MM/DD/YYYY

SEARCH CLEAR

34 Record(s) Found.

Case	File Date	Type Desc	Subtype	Style	Status	Judge	Court	V A
412249-402	02/09/2015	ANCILLARY (LAWSUITS CASES) - CONVERSION			Open	JAMES HORWITZ	4	F

Event Date	Event Desc	Comments	Pgs ☐

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 8/22/2019
Diane Trautman, County Clerk
Harris County, Texas

Olivia Guerrero Deputy

CON:471457|0

COUNTY COURT OF HARRIS COUNTY, TEXAS

07/29/2019	CC & Non-CC Order	Tag # 458969---MAILED 07/31/19			☐
10/08/2018	Plea in Abatement	Verified Plea in Abatement	2018-10-08 Verified Plea in Abatement.pdf	25	☐
03/16/2015	Order to Consolidate	ordered that all pleadings filed under or assigned to Cause Number 412249-402 be moved into Cause Number 412249-401 per order signed March 16, 2015.	Order to Consolidate	4	☐
02/18/2015	RECEIPT				☐
02/17/2015	Electronic Filing Fee				☐
02/17/2015	Misc. Notice	CHANGE OF NAME AND ADDRESS Film code number PBT-2015-56703	Misc. Notice	2	☐
02/13/2015	RECEIPT				☐
02/13/2015	Electronic Filing Fee				☐
02/13/2015	RECEIPT				☐
02/13/2015	RECEIPT				☐
02/13/2015	RECEIPT				☐
02/12/2015	Electronic Filing Fee				☐
02/12/2015	Application for Continuance		Application for Continuance	5	☐
02/12/2015	Instrument Over 25 Pages				☐
02/12/2015	Electronic Filing Fee				☐
02/12/2015	Misc. Notice	NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTER Film code number PBT-2015-50259	Misc. Notice	51	☐

Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 8/22/2019
Diane Trautman, County Clerk
Harris County, Texas

Olivia Guerrero

Deputy

CON:471457|0

COUNTY COURT OF HARRIS COUNTY, TEXAS

02/12/2015	Electronic Filing Fee				☐
02/12/2015	Demand for a Jury				☐
02/12/2015	Amended	PLAINTIFF'S SECOND AMENDED PETITION Film code number PBT-2015-49977	Amended	8	☐
02/12/2015	RECEIPT				☐
02/11/2015	Electronic Filing Fee				☐
02/11/2015	Notice of Hearing		Notice of Hearing	2	☐
02/11/2015	RECEIPT				☐
02/11/2015	Attorney Assigned				☐
02/10/2015	Electronic Filing Fee				☐
02/10/2015	Amended	NOTICE OF FILING OF PLAINTIFFS FIRST AMENDED PETITION Film code number PBT-2015-47716	Amended	12	☐
02/09/2015	Receipts	RECEIPT# 1166586 CHARGED $27.00 FOR ENVELOPE NUMBER 40506979 Film code number PBT-2015-47634	Receipts	1	☐
02/09/2015	Misc. Notice	NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTER FILED PREVIOUSLY ON 2/6/15 Film code number PBT-2015-47630	Misc. Notice	51	☐
02/09/2015	Receipts	RECEIPT #1166892 CHARGE THE AMOUNT OF $4.00 FOR ENVELOPE NUMBER 4081121			☐

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02/09/2015	Application for Continuance				☐
02/09/2015	Receipts	RECEIPT #1166739 CHARGED $182.00 FOR ENVELOPE #4075218 Film code number PBT-2015-47611	Receipts	1	☐
02/09/2015	Motion Pertaining to Lawsuits Only (Indep.)	NOTICE OF FILING OF PLAINTIFF'S ORIGINAL PETITION Film code number PBT-2015-47608	Motion Pertaining to Lawsuits Only (Indep.)	601	☐
02/09/2015	Folder Created				☐
02/09/2015	Case Initiated Application (OCA)				☐

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COUNTY COURT OF HARRIS COUNTY, TEXAS

TAB 47

Probate

Case Number: 412249

Court: All

Status: -All

File Date (From): MM/DD/YYYY

File Date (To): MM/DD/YYYY

SEARCH CLEAR

◉ Party ○ Attorney ○ Company

Last Name:

First Name:

File Date (From): MM/DD/YYYY

File Date (To): MM/DD/YYYY

SEARCH CLEAR

79 Record(s) Found.

Case	File Date	Type Desc	Subtype	Style	Status	Jud
412249-403	04/10/2019	ALL OTHER MATTERS (INDEPENDENT ADMINISTRATION)	MOTIONS PERTAINING TO LAWSUITS ONLY (INDEP.)	IN THE ESTATE OF: NELVA E BRUNSTING, DECEASED	Open	JAI HOF

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COUNTY COURT OF HARRIS COUNTY, TEXAS

Event Date	Event Desc	Comments		Pgs ☐
07/29/2019	CC & Non-CC Order	Tag # 458969---MAILED 07/31/19		☐
04/10/2019	Exhibit	A	Exhibit	3 ☐
04/10/2019	Misc. Notice	of Order on Motion to Transfer District Court Proceedings to Probate Court 4	Misc. Notice	3 ☐
04/10/2019	Notice of Hearing		Notice of Hearing	3 ☐
04/10/2019	Exhibit	A	Exhibit	2 ☐
04/10/2019	Application to Dismiss	for Want of Prosecution	Application to Dismiss	6 ☐
04/10/2019	Exhibit	G	Exhibit	11 ☐
04/10/2019	Exhibit	F	Exhibit	2 ☐
04/10/2019	Exhibit	E	Exhibit	9 ☐
04/10/2019	Exhibit	D	Exhibit	11 ☐
04/10/2019	Exhibit	C	Exhibit	19 ☐
04/10/2019	Exhibit	B	Exhibit	38 ☐
04/10/2019	Exhibit	A	Exhibit	142 ☐
04/10/2019	Application for Sanction		Application for Sanction	20 ☐
04/10/2019	Application for Continuance	Agreed	Application for Continuance	5 ☐
04/10/2019	APPEARANCE	Entry of Appearance of Greg Lester, Temporary Administrator Pending Contest of the Estate of Nelva E Brunsting	APPEARANCE	6 ☐

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COURT OF HARRIS COUNTY, TEXAS

04/10/2019	Certificate	Reporter's Certification Oral and Videotaped Deposition of Carl H Brunsting	Certificate	13 ☐
04/10/2019	Notice of Hearing	Reset	Notice of Hearing	3 ☐
04/10/2019	Response	to Plaintiff's Notice of Vacancy of Party and Motion to Abate Proceeding, Defendants' Motion for Sanctions, and Request for Oral Hearing	Response	9 ☐
04/10/2019	Exhibit	1	Exhibit	8 ☐
04/10/2019	Application for Abate	Notice of Vacancy and Motion to Abate Proceedings	Application for Abate	4 ☐
04/10/2019	Misc. Notice	of Submission	Misc. Notice	3 ☐
04/10/2019	Application for Abate	Notice of Vacancy and Motion to Abate Proceedings	Application for Abate	4 ☐
04/10/2019	Exhibit	E	Exhibit	10 ☐
04/10/2019	Exhibit	D	Exhibit	6 ☐
04/10/2019	Exhibit	C	Exhibit	15 ☐
04/10/2019	Exhibit	B	Exhibit	10 ☐
04/10/2019	Exhibit	A	Exhibit	18 ☐
04/10/2019	Letter	Cory S Reed	Letter	2 ☐
04/10/2019	Application for Summary Judgment	Traditional and No-Evidence	Application for Summary Judgment	33 ☐
04/10/2019	Notice of Hearing		Notice of Hearing	3 ☐
04/10/2019	No Fee - Other	Resume	No Fee - Other	12 ☐
04/10/2019	Designation	Plaintiff's First Amended Expert Witness Designation	Designation	7 ☐

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COUNTY COURT OF HARRIS COUNTY, TEXAS

04/10/2019	Response	Defendant's First Amended Combined Responces to Plaintiff's Request for Disclosure and Designation of Expert Witness	Response	18 ☐
04/10/2019	Rule 11 Agreement		Rule 11 Agreement	2 ☐
04/10/2019	Rule 11 Agreement		Rule 11 Agreement	2 ☐
04/10/2019	Response	to Plaintiff's Motion to Compel Discovery Responses and Production of Documents	Response	15 ☐
04/10/2019	Application for Continuance	Joint	Application for Continuance	4 ☐
04/10/2019	Notice of Hearing	Amended	Notice of Hearing	3 ☐
04/10/2019	Notice of Hearing	Oral Hearing	Notice of Hearing	3 ☐
04/10/2019	Exhibit	3	Exhibit	12 ☐
04/10/2019	Exhibit	2	Exhibit	18 ☐
04/10/2019	Exhibit	1	Exhibit	12 ☐
04/10/2019	Application to Compel (Dep.)	Discovery Responses and Production of Documents	Application to Compel (Dep.)	14 ☐
04/10/2019	No Fee - Other	Resume	No Fee - Other	10 ☐
04/10/2019	Designation	Plaintiff's Expert Witness Designation	Designation	6 ☐
04/10/2019	Misc. Notice	of Filing Defendants' Privilege Log	Misc. Notice	13 ☐
04/10/2019	Rule 11 Agreement		Rule 11 Agreement	2 ☐
04/10/2019	Special Exceptions	Original Answer and Request for Disclosure	Special Exceptions	8 ☐
04/10/2019	Breach of Fiduciary Duty (Dep.)	Third Amended	Breach of Fiduciary Duty (Dep.)	17 ☐

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COUNTY COURT OF HARRIS COUNTY, TEXAS

04/10/2019	Misc. Notice	of Submission	Misc. Notice	3	☐
04/10/2019	Breach of Fiduciary Duty (Dep.)	Second Amended	Breach of Fiduciary Duty (Dep.)	16	☐
04/10/2019	Application for Abate		Application for Abate	7	☐
04/10/2019	Application to Transfer Docket (Dep.)		Application to Transfer Docket (Dep.)	4	☐
04/10/2019	Special Exceptions	Original Answer and Request for Disclosure	Special Exceptions	9	☐
04/10/2019	Breach of Fiduciary Duty (Dep.)	First Amended	Breach of Fiduciary Duty (Dep.)	19	☐
04/10/2019	Waiver	of Citation and Service of Process	Waiver	3	☐
04/10/2019	Breach of Fiduciary Duty (Dep.)		Breach of Fiduciary Duty (Dep.)	19	☐
04/10/2019	Records of Misc. Types	Resume			
04/10/2019	Designation	Plaintiff's Expert Witness			
04/10/2019	Misc. Notice	of Filing Defendants' Privilege Log			
04/10/2019	Letter	Cory S Reed			
04/10/2019	Special Exceptions	Defendant's Special Exceptions and Original Answer to Plaintiff's Third Amended Petition			
04/10/2019	Original Petition to Modify Trust (Dep.)	Third Amended			
04/10/2019	Misc. Notice	of Submission			
04/10/2019	Original Petition to Modify Trust (Dep.)	Second Amended			
04/10/2019	Application for Abate				
04/10/2019	Order to Transfer Docket	Unsigned			

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COUNTY COURT OF HARRIS COUNTY, TEXAS

04/10/2019	Application to Transfer Docket (Dep.)				
04/10/2019	Special Exceptions	Defendant's Special Exceptions, Original Answer, and Request for Disclosure			
04/10/2019	Original Petition to Modify Trust (Dep.)	First Amended			
04/10/2019	Waiver	of Citation and Service of Process			
04/10/2019	Original Petition to Modify Trust (Dep.)				
04/04/2019	Order to Transfer Docket	from Harris County 164th Judicial District to Harris County Probate Court 4	Order to Transfer Docket	2	☐
10/01/2015	Order for Continuance	Agreed	Order for Continuance	2	☐
04/06/2015	Order to Reset		Order to Reset	3	☐
05/02/2014	Docket Control Order		Docket Control Order	5	☐
05/01/2014	Docket Control Order	Amended	Docket Control Order	3	☐
11/11/2013	Docket Control Order		Docket Control Order	3	☐

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Deputy

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COURT OF HARRIS COUNTY, TEXAS

TAB 48

REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

THE ESTATE OF: NELVA E. BRUNSTING, DECEASED	)	IN THE PROBATE COURT NUMBER 4 (FOUR) OF HARRIS COUNTY, TEXAS

* * * * * * * * * * * * * * *

PRETRIAL HEARING

* * * * * * * * * * * * * * *

On the 31st day of March, 2022, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable James Horwitz, Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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VOLUME 1
(Pretrial Hearing)

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COURT'S RULING	20	1
COURT REPORTER'S CERTIFICATE	21	1

March 31, 2022 (WHEREUPON the following proceedings were conducted via Zoom and YouTube:)

PROCEEDINGS:

THE COURT: All right. This is our pretrial hearing. Good afternoon, lawyers.

This is Case Number 412249-401, in the Estate of Nelva E. Brunsting.

For the record, I need to have each attorney make an appearance and tell the Court who you represent.

MR. MENDEL: Steve Mendel, Your Honor, representing Anita Brunsting who is a Defendant and a Co-Trustee in this matter.

MS. SCHWAGER: Candice Schwager representing Candace Curtis in this matter who is the Plaintiff and Counter-Defendant.

MR. LOYD: Your Honor, Bruse Loyd, and I represent Carole Brunsting, one of the beneficiaries of the Trust.

THE COURT: Have you filed a notice of appearance?

MR. LOYD: Yes, Your Honor, I filed it. I got the electronic confirmation, but I'm -- and I'm receiving, just today, I started receiving filings; but I filed a notice a couple of weeks ago.

THE COURT: Okay.

MS. BAYLESS: Bobbie Bayless, Your Honor, on behalf of Carl Brunsting.

MR. SPIELMAN: Neal Spielman, Your Honor, on behalf of Amy Brunsting.

MR. REED: Cory Reed on behalf of Candace Kunz-Freed.

OFF-DOCKET MOTIONS:

THE COURT: Okay. So, there's some pending motions that are not set for today's pretrial, but I want to briefly discuss them for a few moments.

Ms. Schwager, I believe you filed a motion to vacate or set aside the February 25th, 2022, order citing Government Code 74.053(a); is that correct?

MS. SCHWAGER: There were 1, 2, 3, 4, 5, 6 7, 8, 9, 10 grounds, and that was just one of them.

THE COURT: Okay. Well, just so I can clear that up - when you take the position that there was a valid objection to Judge Stone under 74.053(a), I want to point you to Government Code 25.0022, Section R which specifically states that Chapter 74 does not apply to an assignment in a probate court.

Also, you have a issue you raised in regard to a bond. Section 25.00231(e) specifically states that this bond section does not apply to an

assigned judge sitting by assignment in a statutory probate court. So, as far as I'm concerned, those matters are moot, and we don't have to hear about that any further.

MS. SCHWAGER: When you say -- I'm sorry. Those matters, are you just speaking of is that ground?

THE COURT: Yeah, those two issues for sure. I hadn't really studied the full extent of your motion to exclude or vacate, but those were the technical -- seems like those were the technical matters.

MS. SCHWAGER: Okay.

PRETRIAL CONFERENCE:

THE COURT: So, what we need to do today is we have a trial setting that I believe is scheduled for April 5th. And correct me if I'm wrong, but I believe that we're seeking a 12-person jury; is that correct?

MR. MENDEL: Your Honor, I don't -- we're here today, and counsel for the -- with the exception of Ms. Schwager, we don't -- that trial is scheduled to be on fees. There are no other pending issues among the parties subject to these motions to vacate and things like that. But there's no pending issue for trial other than the issue of fees and Carl Brunsting, Carole

Brunsting, Amy Brunsting, and Anita Brunsting have an agreement in principal with regard to the fees which we think negates the necessity of a trial next week; specifically, the agreement in principal is not yet reduced to writing. There's still some issues being negotiated. But with regard to the fees - through today - the estimate is about $680,000 plus-or-minus for the group in the Matthews Law Firm that represents Amy Brunsting and the Mendel Law Firm that represents Anita Brunsting and I think Ms. Bayless on behalf of Carl Brunsting and Mr. Loyd on behalf of Carole Brunsting would confirm that those fees are reasonable and necessary, which from our perspective, therefore eliminates the necessity of a trial. I've asked Mr. Bayless -- Ms. Bayless and Mr. Loyd to please confirm that, if they would.

MS. BAYLESS: That's right, Your Honor.

MR. LOYD: That's correct, Your Honor.

THE COURT: All right. I neglected to ask Mr. Munson to speak. Can you unmute and tell me if you're an attorney, who you are, and who you represent?

(No audible response)

THE COURT: We have a person on the screen named Rik Munson; anybody identify that person?

MS. SCHWAGER: Yes, Your Honor, he's a

witness of mine and Candace Curtis' paralegal who is my paralegal.

MR. MENDEL: We also understand he's the boyfriend of Candace Curtis.

MR. SPIELMAN: I didn't follow that sentence at all. Mr. Munson is -- is Ms. Schwager saying that Mr. Munson is her paralegal or that Ms. Schwager is -- I mean, Ms. Curtis is her paralegal?

MS. SCHWAGER: No, Mr. Munson is.

MR. SPIELMAN: Okay. And is he actually the person that's on the line because in the past, it's been your client who's signed in under that name.

MS. SCHWAGER: I believe the invitation was sent out to Mr. Munson, so he joined us today as my paralegal to take notes.

MR. MENDEL: Well, is he going to come off video and answer the judge's question?

THE COURT: Mr. Munson, can you hear? Can you unmute, please, Mr. Munson and talk to me.

(No audible response)

MS. SCHWAGER: I'm going to text him.

THE COURT: Okay. Ms. Schwager, just so you know - if he doesn't respond to me, I'm going to remove him from this hearing, and he can watch on YouTube and take notes.

MS. SCHWAGER: Okay.

THE COURT: So, Mr. Munson, for whatever reason - technical or intentional - you're not responding to me; and therefore, I'm instructing my staff to remove you from this hearing. You can go on --

MS. SCHWAGER: I'm --

THE COURT: You can go on --

MS. SCHWAGER: I'm sorry.

THE COURT: Please don't interrupt. Please don't interrupt me.

You can, Mr. Munson, you can go on YouTube and watch this and take notes. So, Judge Comstock, if you're controlling this, can you remove Mr. Munson.

(Mr. Munson removed from Zoom)

THE COURT: Okay. So, what I'm hearing is that - from Mr. Loyd, Ms. Bayless, Mr. Mendel and Mr. Spielman - that there is an issue involving attorneys' fees but no need for a trial. And I want to make sure what I've said, as far as those lawyers are concerned, is correct. Is that correct, Mr. Spielman?

MR. SPIELMAN: I believe the correct way to say it is that there is no issue with attorneys' fees, and the non-forfeited Brunsting siblings represented by myself, Mr. Mendel, Ms. Bayless, and Mr. Loyd have agreed, in principal, to the amount of the

fees, and we will paper-up an agreement as to how they'll be funded within the context of the Court's order on the summary judgment.

THE COURT: All right. And then in regards to Ms. Schwager's client - I believe there's been a motion for summary judgment signed that, in essence, removes her from this -- her ability to collect inheritance; is that correct, Mr. Spielman?

MR. SPIELMAN: It is correct, Judge; that's the summary judgment order that Judge Stone signed after consulting with you when we were last before the Court on the pretrial conference of February the 25th, 2022.

THE COURT: And so, the Co-Trustees filed a motion to exclude testimony and evidence for sanctions and for third contempt as to Candace Louise Curtis. Do you want to just explain to me what you're trying to accomplish with that?

MR. SPIELMAN: I will try to do so briefly, Judge, because that is also - like you mentioned earlier - not technically on the hearing docket for today.

But, essentially, Judge, that was a motion that we had filed before learning of the summary judgment stemming from Ms. Curtis' various failures to

comply with the Court's orders and her conduct that we felt should preclude her from being able to present her case at trial because -- or allow our case against her or about her. Since it was opposed as a motion for sanctions and contempt, I think it survives the summary judgment and can still be considered as such in post-summary judgment. And then what probably has not made it to your screen, Judge, is that this morning, the supplement to it, that focuses more on the motion to exclude as a non - I'll call it, for purposes of right now - a non-sanction-based reason to exclude Ms. Curtis based off of the Court's summary judgment order in which she's, essentially, forfeited her interest in being disinherited.

So, long story - short, there's no, there's no standing, no capacity for her to appear or participate in the trial or any matter other than those limited things that, in part, would be connected with her effort to appeal the summary judgment order and --

THE COURT: So --

MR. SPIELMAN: -- everything is probably going up, we figured that it probably makes -- that it made sense to put it back on the docket whether phrased as the motion to exclude based on the summary judgment or and/or as the sanctions and the contempt so that the

record is clear and particularly since the contempt and the sanctions part, Judge, you know, it's pretty significant when you consider the totality of Ms. Curtis' behavior. And, again, we'll argue the details of that later if necessary, but we thought it important the record be clear about who Ms. Curtis is and how she's conducted herself throughout the course of the [inaudible].

THE COURT: So, the question before the Court today, if we're not going to have a trial is - to what degree the Court is willing to entertain Ms. Schwager's motion to vacate or set aside the summary judgment order?

MR. MENDEL: Well, Your Honor, it was indicated from Ms. Vaso that that would be rescheduled. And there are several matters that we think need to be set for a hearing; one would be Ms. Schwager's motion or her client's motion to vacate. It's important that the Co-Trustees, that there be a ruling on the motion to exclude. There's the possibility -- we want to put the Candace Curtis versus the Co-Trustee portion of the case into a position for a final judgment to be issued so that they can pursue whatever appellate remedies they want to pursue; that may involve a severance; it may not, but that's an issue that would need to be

addressed.

There are also some claims by the estate that were filed early on by Carl Brunsting, and we believe those claims are going to be resolved; but if not resolved in advance of a, of a final judgment that would deal with Curtis and the Co-Trustees and maybe that gets severed out, but the rest of the parties believe that those are going to be a moot issue.

So, we would respectfully suggest that a -- they be set out, say, a couple of weeks down the road, and all of these pending issues be scheduled for a hearing so they can all be resolved at one time; and it would also give the parties - that have reached this via agreement in principal - to finish a written settlement agreement for tender to and approval by the Court.

THE COURT: How long of a time period you think you need in a future date? Can it be accomplished in one day?

MR. MENDEL: The hearing?

THE COURT: Yes.

MR. MENDEL: The hearing can be accomplished in one day, yes.

THE COURT: On all these various matters?

MR. MENDEL: Yes. I would imagine the longest one is probably going to be Ms. Curtis' motion

to vacate. Everything else from the perspective of the other four parties, I think is going to be extremely short.

THE COURT: All right. And we have to be conscious of the Court's plenary power from the date of this motion for summary judgment that was -- when was that signed; was that February 25th?

MR. SPIELMAN: Yes, Judge, and I think that's an important thing that we're going to have to deal with as well. I think some of what Ms. Schwager has filed on behalf of Ms. Curtis may already be late. And as I mentioned -- something that Mr. Mendel neglected to mention - Judge, you were talking earlier about a Government Code, issues that were raised in Ms. Curtis' motion to vacate. There's also a separate document which I believe is filed as an amended objection to the appointment of any former judge or something, words to that effect. And I think we probably have to consider that objection as well at some point haven't had a -- we, the Co-Trustees, have not had a chance to respond to that --

THE COURT: Well, that objection is under a general rule of Government Code 74. It's not applicable to a probate judge's sitting by assignment, and it specifically is - as I mentioned earlier - that's

25.0022(r), says 74, Chapter 74 doesn't apply in this instance.

MR. SPIELMAN: Okay. I may have misunderstood, then Judge. I thought, I thought the issues were separate. But if we don't need to -- if that objection is being, I guess, denied, then it's been denied, and we don't have to deal with it anymore.

THE COURT: Well, that objection, as far as I can read in the motion to set aside, as far as her reference to Government Code 74.053(a), that's denied. And her issue about bond and Judge Stone's issue on having a bond under the Government Code 25.00231(e), doesn't apply in this circumstance to a judge sitting by assignment in a statutory probate court.

So, Ms. Schwager, what -- how soon could you be ready to make your argument?

MS. SCHWAGER: Well, my brief is very comprehensive; it has all the certified documents necessary that were not entered into the record by the Co-Trustees who admit that none of their exhibits were even authenticated in their motion which was untimely.

But I think I agree with Mr. Mendel's appraisement. I'd like some time to respond to the motion to exclude in case you overturn this February 25th order. As I mentioned, there are many more grounds

other than the objection to Judge Stone.

THE COURT: Okay. Well, Judge Comstock when can we fit this in?

JUDGE COMSTOCK: Well, so --

THE COURT: How much time -- do you want to try and do it next week, Ms. Schwager?

MS. SCHWAGER: The following week would be better. I have some hearings next week.

THE COURT: Okay.

JUDGE COMSTOCK: I believe Mr. Spielman suggested a couple of weeks. We do have some time Thursday, the 14th; that is the day before the Good Friday holiday.

THE COURT: Will that work for you, Ms. Schwager?

MS. SCHWAGER: Yes, Judge.

THE COURT: How about you, Mr. Mendel?

MR. MENDEL: Judge, that's -- the 14th is problematic for me. I have a long-standing commitment already that I can't move.

THE COURT: What about the 13th -- well, I don't know. I don't know what our court schedule is.

JUDGE COMSTOCK: We have a pretty tric -- pretty busy schedule on the 13th. I suggested the 14th because we were set for a two-week trial docket

including that date. We could try to fit something in on the 11th if that will provide enough time in the afternoon.

MS. SCHWAGER: I believe, Judge.

MR. MENDEL: The 11th would be good for myself, Your Honor.

THE COURT: And Ms. Schwager, I couldn't understand your response.

MS. SCHWAGER: Yes, sir.

THE COURT: It's okay with you?

MS. SCHWAGER: Yes.

THE COURT: All right. Mr. Spielman?

MR. SPIELMAN: That's fine; I'll make that work.

THE COURT: Okay. And, Ms. Bayless?

MS. BAYLESS: Well, Judge, I'm set for trial on the 11th. I don't yet know whether we would go on that day, so I think it will be fine. My involvement is not as important as the other people's, but I can -- I think I can make it work if I get --

THE COURT: Mr. Loyd?

MR. LOYD: Yes.

THE COURT: Is that okay with you?

MR. LOYD: Yes, sir.

THE COURT: And Mr. Reed, what are we

doing with your client?

MR. REED: I mean, hopefully we're going to get some action. I mean, that's what I would hope. I mean, I think what I'm seeing is we're seeing some resolutions of the main characters, and I'm hoping, kind of once you've got that finalized, we can figure out how to get our case moving or wrapped up itself, so.

THE COURT: Thank you. Judge Comstock, what time on the 11th?

JUDGE COMSTOCK: That's Monday. Of course, we have mental health in the morning. So, depending on how much time they need. You know, it's always risky setting something early in the afternoon on Monday. You know, if mental health goes long, then we have a problem.

THE COURT: Let's set it for 1:30 on Monday, April 11th.

JUDGE COMSTOCK: Okay.

THE COURT: And I'll try to get through my commitment docket as fast as I can, all right, gentlemen?

MR. SPIELMAN: With regard to the hearing being on the 11th, you want to set any specific deadlines perhaps whether it be the Co-Trustees responding to the motion to vacate or Ms. Curtis or Ms.

Schwager responding, I guess, just the supplement to the motion to exclude because the other parts of that motion have been fully briefed and sur replied and everything already.

THE COURT: Well, I think it's reasonable that any replies ought to be submitted to opposing counsel by 5 p.m. on that Friday before that. I guess that's the 8th?

MR. SPIELMAN: Yes, that works for me, Judge, and I think that works for everybody, hopefully, because, you know, I think - and I've done it myself - but in this case, there seems to always be sort of a last-second flurry of stuff that probably doesn't even make it onto your desk on time. So, having a deadline like that, I think might help everybody.

COURT'S RULING:

THE COURT: All right. Okay. Well, then I won't call a panel on the 5th of April. And I will see you folks back on Monday afternoon, April 11th.

MR. SPIELMAN: Understood.

THE COURT: All right. Y'all have a good week, and all of you are excused.

MR. LOYD: Thank you, Your Honor.

MR. SPILEMAN: Thank you, Judge.

* * * * *

The State of Texas)
County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $147.00. and was paid by MS. CANDACE L. CURTIS.

WITNESS MY OFFICIAL HAND this the 7th day of April, 2022.

/s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
Expiration Date: 10-31-22
Official Court Reporter
Probate Court Number Four
Harris County, Texas
201 Caroline, 7th Fl.
Houston, Texas 77002

TAB 49

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11/21/2019 7:36 PM
Diane Trautman
County Clerk
Harris County - County Probate Court No. 4
Accepted By: ES

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No. 412249-404

PLAINTIFF CANDACE LOUISE CURTIS STATUTORY BILL OF REVIEW

	NO. 412,249	
ESTATE OF NELVA E. BRUNSTING, DECEASED	§ § § § §	
Lead Case	CLOSED	Consolidated With
	NO. 412,249-401	
CARL HENRY BRUNSTING, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATES OF ELMER H. BRUNSTING AND NELVA E. BRUNSTING	§	IN PROBATE COURT
vs.	§	NUMBER FOUR (4)
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust;	§	HARRIS COUNTY, TEXAS
AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust;	§	
CAROLE ANN BRUNSTING, individuallyand as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§	

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	NO. 412,249-402	
CANDACE LOUISE CURTIS	§	
	§	
vs.	§	
	§	
Anita and Amy Brunsting	§	
	NO. 412,249-403	
CARL HENRY BRUNSTING,	§	
INDEPENDENT EXECUTOR OF THE	§	
ESTATES OF ELMER H. BRUNSTING	§	
AND NELVA E. BRUNSTING	§	
vs.	§	
	§	
CANDACE L. KUNZ-FREED AND	§	
VACEK & FREED, PLLC f/k/a	§	
	§	

STATUTORY BILL OF REVIEW

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ORIGINAL BILL OF REVIEW

TO THE HONORABLE JUDGE OF SAID COURT:

1. The procedure prescribed by Title 2 of the Texas Estates Code governs all probate proceedings.[1] Title 2 contains Subtitles A-P covering sections § 31.001 to § 753.002.

CONTEST TO PROCEEDINGS

2. Title 2 Subtitle A governs contests to proceedings in a probate court. Pursuant to Title 2 Subtitle A § 55.001, a person interested in an estate may, at any time before the court decides an issue in a proceeding, file written opposition regarding the issue. The person is entitled to process for witnesses and evidence, and to be heard on the opposition, as in other suits.[2]

3. Title 2 Subtitle F governs procedures for the correction of Orders or Judgments in "probate proceedings".

4. Pursuant to Title 2 Subtitle F § 55.251(a)

> *An interested person may, by a bill of review filed in the court in which the probate proceedings were held, have an order or judgment rendered by the court revised and corrected on a showing of error in the order or judgment, as applicable.*

5. § 55.251 (b) provides that a bill of review to revise and correct an order or judgment may be filed ***within two years of the date the order or judgment was entered.***

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[1] Tex. Estates Code § 21.006
[2] Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014

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6. The February 14, 2019 Order denying Plaintiff Curtis October 19, 2018 Plea to the Jurisdiction, and denying Plaintiff Curtis' October 8, 2018 Verified Plea in Abatement that incorporated the August 17, 2018 plea and the September 4, 2018 Addendum by reference, is hereby challenged. All Orders entered in 412249-401 are herein challenged as *void ab initio*[3] for want of subject matter jurisdiction, as hereinafter more fully appears.

STANDING

7. Petitioner, Candace Louise Curtis, the de jure co-trustee for the sole devisee named in the Wills of Elmer and Nelva Brunsting, is an interested person within the meaning of § 22.018 of Title I of the Texas Estates Code and does herein make timely appearance by Bill of Review for correction of Orders, Rulings and the Docket, as authorized by Tex. Est. Code § 55.251 (a) & (b).

APPLICABLE LAW AND STANDARD OF REVIEW

> *"A bill of review is a separate, independent suit to set aside a judgment that is no longer subject to a motion for new trial or appealable. Woods v. Kenner, 501 S.W.3d 185, 190 (Tex. App.—Houston [1st Dist.] 2016, no pet.). There are two types of bills of review: equitable and statutory. See id. at 191. Sheilah petitioned for a statutory bill of review. The purpose of a statutory bill of review is "to revise and correct errors, not merely to set aside decisions, orders, or judgments rendered by the probate court." Nadolney v. Taub, 116 S.W.3d 273, 278 (Tex. App.—Houston [14th Dist.] 2003, pet. denied).*
>
> *"We review a trial court's ruling on a petition for statutory bill of review for an abuse of discretion, indulging every presumption in favor of the trial court's ruling.* Woods, *501 S.W.3d at 190;* see also

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[3] ab initio "before beginning"

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Ablon v. Campbell, *457 S.W.3d 604, 608 n.8 (Tex. App.—Dallas 2015, pet. denied) (concluding that standard of review for trial court's ruling on statutory bill of review is abuse of discretion);* Chavez v. Chavez, *No. 01-13-00727-CV, 2014 WL 5343231, at *2 (Tex. App.—Houston [1st Dist.] Oct. 21, 2014, no pet.) (mem. op.) (same). A trial court abuses its discretion if it acts in an unreasonable or arbitrary manner, or without reference to guiding rules and principles."* Woods, *501 S.W.3d at 190. In re Ludington, NO. 01-16-00411-CV, at *7-8 (Tex. App. Jan. 19, 2017)*

*"Ordinarily, we review the denial of a bill of review under an abuse of discretion standard. Temple v. Archambo, 161 S.W.3d 217, 224 (Tex. App.—Corpus Christi 2005, no pet.)." Price v. Univ. of Tex. at Brownsville Tex. Southmost Coll., NUMBER 13-16-00351-CV, at *6 (Tex. App. Nov. 16, 2017)*

*"Whether a trial court has subject matter jurisdiction is a question of law that we review de novo. Tex. Dep't of Parks & Wildlife v. Miranda, 133 S.W.3d 217, 226 (Tex. 2004); Tex. Nat. Res. Conservation Comm'n v. IT-Davy, 74 S.W.3d 849, 855 (Tex. 2002)." Price v. Univ. of Tex. at Brownsville Tex. Southmost Coll., NUMBER 13-16-00351-CV, at *6 (Tex. App. Nov. 16, 2017)*

JUDICIAL NOTICE

8. Judicial Notice is governed by Article II of the Texas Evidence Code. Petitioner herein moves the Court pursuant to §§ 201 & 202 of the Evidence Code to take Mandatory Judicial Notice of the relevant portions of the record as follows:

9. First Petitioner moves the court to take judicial notice that no Finding of Fact and Conclusion of Law after Hearing regarding any substantive issue related to the Brunsting Trust Controversy has ever been entered in this court and Petitioner objects to all unsworn testimony and unsupported assertions of any attorney to the contrary. Petitioner further moves the court to take judicial notice of:

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A. The docket in 412248, 412249, 412249-401, 412249-402 and 412249-403

   a. Dockets show the "Estates of *Elmer and Nelva Brunsting*" are "closed"

   b. No actions seeking to reopen the estates were ever filed and limitations bar such action at this juncture.

   c. The Docket has Candace Louise Curtis listed as "Defendant". No claims were filed against PLAINTIFF CURTIS in the seven and one half years between the filing of Curtis' breach of fiduciary action in the Southern District of Texas February 27, 2012 and Kunz-Freed's October 16, 2019 Motion to Appoint a Personal Representative in the "Estates of Elmer and Nelva Brunsting".

B. The Wills of Elmer and Nelva Brunsting

   a. Call for independent administration

   b. Sole devisee is the family trust

   c. The Wills were not challenged and challenges are now barred by limitations.

C. The August 28, 2012 Orders admitting the Wills of Elmer and Nelva Brunsting and appointing Carl Henry Brunsting Independent Executor of the Decedents' Wills and Estates.

   a. These Orders were not challenged.

D. The March 27, 2013 Orders approving the Inventory, appraisement and list of claims in each estate.

   a. These Orders were not challenged and no changes have been made to either inventory.

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E. The Drop Orders issued April 4, 2013, removing the estates from this Court's active docket.

   a. These Orders were not challenged, these estates have never been reopened and limitations have long since expired.

F. The Petition filed by Carl Henry Brunsting Individually and as Independent Executor on April 9, 2013 in 412249-401.

   a. A challenge to Jurisdiction can be raised at any time, is subject to neither doctrines of latches nor statutes of limitations, does not fall prey to the "*Not Pressed Not Passed upon Below*" rule and can even be raised for the first time on appeal.

G. The Preliminary Federal Injunction Issued April 19, 2013, that was made a part of this Court's record on February 6, 2015 in Case 412249-402 PBT-2015-42743.

H. The May 22, 2014 Order granting Plaintiff attorney's motion to remand.

   a. Mr. Spielman stood before the Court on his client's motion for sanctions June 28, 2019 disingenuously claiming Curtis federal case had been closed and terminated. The record shows the 4:12-cv-592 matter was remanded to this court for "*consolidation*" with the case pending here. Curtis v Brunsting was assigned docket Number 412249-402. (See Local Rules 2 – 2.9)

I. The February 19, 2015 Resignation of Carl Brunsting.

   a. After resigning as independent executor Carl has never bifurcated his personal claims as a trust beneficiary from claims alleged to belong to "estate of Elmer and Nelva Brunsting".

   b. Candace Curtis is not Carl et al.

J. The March 5, 2015 Case 412249-401 PBT-2015-76288 Agreed Order to Consolidate Cases, entered with no motion and no hearing, with no one representing the "estates of Elmer and Nelva Brunsting". Curtis v Brunsting thus vanished into "estates of Elmer and Nelva Brunsting", estates that had been closed more than two years[4].

THE WILLS OF ELMER AND NELVA BRUNSTING

10. The wills of Elmer and Nelva Brunsting both contain a provision for independent administration:

> *"I direct that no action be required in the county or probate court in relation to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law."*

11. This same language is mirrored in the August 28, 2012 Orders appointing Carl Henry Brunsting Independent Executor for both estates.

[4] See Tex. Est. Code § 55.251 (b)

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Defendant Kunz-Freed's Motion to Appoint Personal Representative or Administrator

12. Plaintiff has spent several years in Harris County Probate Court No. 4, with the Honorable Judge Christine Butts failing to rule on anything and then ceasing to appear, handing the reins of Probate Court No. 4 over to Associate Judge Clarinda Comstock.

13. Meanwhile, Vacek & Freed, the estate planning attorney defendants, have been neatly "sequestered" in the Harris County District Court with no one to prosecute the claims against them.

14. A March 4, 2019 decision entered in the Southern District of Texas by Chief Judge Lee Rosenthal in Johnston v. Dexel 373 F. Supp. 3d 764, 786 (S.D. Tex. 2019) is relevant here. Johnston v. Dexel, *supra,* is a matter arising out of Harris County Probate Court No. 4, in which current Associate Judge **Clarinda Comstock was a Defendant,[5] represented by Thompson Coe attorneys Zandra Foley and Cory Reed**.

15. Zandra Foley and Cory Reed now come before this court representing the estate planning attorney Defendants and seeking appointment of a Personal Representative or Administrator to represent "the estates of Elmer and Nelva Brunsting", complaining that the case against their client had been pending for an extended period of time (2,448 days), in which Probate Court No. 4 refused or otherwise failed to appoint an estate representative to prosecute their estate planning clients, Candace Kunz-Freed et al., in the Harris County District Court.

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[5] Filed September 27, 2016 in Liberty County

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CLOSING THE INDEPENDENT ADMINISTRATION

16. Independent administration of estates is governed by the Texas Estates Code Title 2, Subtitle I Chapters 401-405.

Tex. Est. Code § 402.001

> *Sec. 402.001. GENERAL SCOPE AND EXERCISE OF POWERS. When an independent administration has been created, and the order appointing an independent executor has been entered by the probate court, and the inventory, appraisement, and list of claims has been filed by the independent executor and approved by the court or an affidavit in lieu of the inventory, appraisement, and list of claims has been filed by the independent executor, as long as the estate is represented by an independent executor, further action of any nature may not be had in the probate court except where this title specifically and explicitly provides for some action in the court.*[6],[7]

17. The question of when an independent probate administration closes[8] was addressed by the Honorable Lee H. Rosenthal in Johnston v. Dexel. It should be noted that there was no pour over will in Dexel, but there are pour over Wills in the Brunsting Trust controversy.

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[6] Independent administration of estates was formerly governed by the Texas Probate Code §§ 145-154A (Vernon 1980 and Vernon Supp. 1991). Section § 402.001 is a restatement of § 151 (b) . . . The filing of such an affidavit shall terminate the independent administration and the power and authority of the independent executor, but shall not relieve the independent executor from liability for any mismanagement of the estate or from liability for any false statements contained in the affidavit.

[7] The purpose of administration is to satisfy the decedent's debts and to distribute the remainder of the estate in accordance with the testator's wishes. See generally William J. Marschall, Jr., Independent Administration of Decedents' Estates, 33 Tex.L.Rev. 95, 116 (1954).

[8] "An independent administration is to close, and the authority of the personal representative is to terminate, when the estate has been settled." 1 TEXAS PRACTICE GUIDE PROBATE § 5:59 (2018) The executor may file a formal report or notice to close the administration after: [A]ll of the debts known to exist against the estate have been paid, or when they have been paid so far as the assets in the independent executor's possession will permit, when there is no pending litigation, and when the independent executor has distributed to the distributes entitled to the estate all assets of the estate, if any, remaining after payment of debts.

"Texas law permits a person to state in her will that "no other action shall be had in the probate court in relation to the settlement of the person's estate [other] than the probating and recording of the will and the return of any required inventory, appraisement, and list of claims of the person's estate." TEX. EST. CODE § 401.001(a). This language creates an independent administration, allowing the estate's executor to take "any action that a personal representative subject to court supervision may take with or without a court order." Id. § 402.002.

After the probate court has entered "the order appointing an independent executor," and "the inventory, appraisement, and list of claims has been filed by the independent executor and approved by the court," the executor or interested parties may not take further actions in the probate court, "except where this title specifically and explicitly provides for some action in the court." Id. § 402.001.

*The independent administration's purpose is to "free an estate of the often onerous and expensive judicial *29 supervision which had developed under the common law system, and in its place, to permit an executor, free of judicial supervision, to effect the distribution of an estate with a minimum of cost and delay." Corpus Christi Bank & Tr. v. Alice Nat'l Bank, 444 S.W.2d 632, 634 (Tex. 1969); see Eastland v. Eastland, 273 S.W.3d 815, 821 (Tex. App.—Houston [14th Dist.] 2008, no pet.) ("The primary distinction between an independent administration and a dependent administration is the level of judicial supervision over exercise of the executor's power.").*

The independent executor's task is to pay claims against the estate and distribute the remaining assets under the will, a settlement agreement, or the Texas Estates Code. See TEX. EST. CODE § 403.051(a) ; Ertel v. O'Brien , 852 S.W.2d 17, 20–21 (Tex. App.—Waco 1993, writ denied) ("An independent executor is charged with the duty of paying the claims against the estate subject to the order and classification set out in the Probate Code."); cf. In re Roy , 249 S.W.3d 592, 596 (Tex. App.—Waco 2008, no pet.) ("As trustee of the estate's property, the executor is subject to high fiduciary duties."). "An independent administration is to close, and the authority of the

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personal representative is to terminate, when the estate has been settled." 1 TEXAS PRACTICE GUIDE PROBATE § 5:59 (2018).”

18. Estates Code § 402.001 is a restatement of § 145(h) of the former Probate Code. This provision forecloses the executor and all interested persons from taking “further action” in the probate court except to the extent the code authorizes the probate court to take cognizance of matters “*incident to an estate*”.

> *In re Estate of Aguilar, No. 04-13-00368-CV, at *2-3 (Tex. App. Feb. 19, 2014) (“rejected the argument, asserting, "This section of the code does not deny the probate court's jurisdiction over a contested claim against an estate served by an independent executor." Id. Noting a probate court retains general jurisdiction to hear matters incident to an estate, this court held "[t]he probate court has subject matter jurisdiction over independent executors." Id. at 719; see also Columbia Rio Grande Regional Hosp. v. Stover, 17 S.W.3d 387, 393 (Tex. App.—Corpus Christi 2000, no pet.) (concluding section 145(h) does not deprive a probate court of jurisdiction over an independent administration); In re Estate of Lee, 981 S.W.2d 288, 291-92 (Tex. App.—Amarillo 1998, pet. denied) (rejecting jurisdictional challenge based on section 145(h) and holding probate court had jurisdiction to consider claim filed by independent executrix). ”)*

19. The claims that are authorized and the cases supporting continued action in the probate court, involve claims against the executor and challenges to rights in property within the decedent’s estate, none of which are relevant here. There have been no challenges to the will devising to the trust. There have been no challenges to the inventory or the list of claims nor to the drop order closing the “estates” and all of those things were res judicata and beyond review many years ago. Want of jurisdiction however, is never beyond review, is not subject to the not pressed not passed upon below rule and can be raised for the first time on appeal. *Tex. Ass'n of Bus. v. Tex.* Air. Control Bd., 852 S.W.2d 440, 445 (Tex.1993).

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20. The "estate" poured over into the trust under the directive of the will. The rights in said property vested in the trust immediately at the death of the testator and the right of possession was complete with the Order approving the Inventory.

21. It is unnecessary to debate whether the matter filed five days after the estate was dropped from the active docket is a matter "incident to an estate", as one pivotal issue has received unanimous agreement from all courts of appeal.

> *("The pendency of a probate proceeding is a requisite for a court's exercise of jurisdiction over matters related to it."); Garza v. Rodriguez, 18 S.W.3d 694, *5 698 (Tex. App.—San Antonio 2000, no pet.) ("Before a matter can be regarded as incident to an estate ... a probate proceeding must actually be pending."). Lawton v. Lawton NO. 01-12-00932-CV (Court of Appeals For the First District of Texas Mar. 6, 2014)*

22. Filing of a Bill of Review does not, in and of itself, reopen a closed estate. It is unnecessary to look further as no Bill of Review seeking to reopen the estate was ever filed and the closing of the estate at this juncture cannot be disturbed.

> *"a bill of review seeking to reopen an estate closed long ago does not render the estate "pending" as that word is used in section 5B of the Probate Code. In re Kenedy Mem'l Found., 159 S.W.3d at 143, Id. at 143-46. " n.21 (Tex. 2010), Frost Nat. Bank v. Fernandez, 315 S.W.3d 494, 505 n.21 (Tex. 2010)*

23. No one has challenged the approved inventory and no one has raised claims of adverse interests in rights to property within the inventory of the estate. The controversy among trustees and beneficiaries of the inter vivos trusts is not a probate matter.

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24. The law of the case was established with the Findings of Fact and Conclusions of Law after hearing and preliminary injunction entered in the Southern District of Texas[9] and the unanimous opinion of the Fifth Circuit Court of Appeal published *Curtis v Brunsting 704 F.3d 406*. The doctrine of collateral estoppel precludes re-litigation of those issues.

JURISDICTION OVER TRUST PROCEEDINGS

25. District courts and statutory probate courts are the only courts with jurisdiction over trust proceedings. See Texas Property Code Ann. § 115.001 (West Supp. 2005); Schuele, 119 S.W.3d at 825.

26. The jurisdiction of the District Court over trust proceedings is exclusive except for the authority granted to a probate court by Subsection (d):

> *§ 115.001 (a) Except as provided by Subsection (d) of this section, a district court has original and exclusive jurisdiction over all proceedings by or against a trustee and all proceedings concerning trusts…*

27. The exception to the exclusive jurisdiction of the District Court provided by subsection § 115.001 (d) is limited to matters "*incident to an estate*" and apply only when a probate proceeding relating to such estate is actually "*pending*" in the probate court. See: *Baker v. Baker NO. 02-18-00051-CV (Tex. App. Sep. 6, 2018)(emphasis added)*

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[9] Made a part of this Courts record on 2015-02-06 in Case 412249-402 PBT-2015-42743

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*A "probate proceeding" includes an application, petition, motion, or action regarding estate administration, id. § 31.001(4) (West 2014), and a claim "related to the probate proceeding" includes an action for trial of the right to property that is estate property. Id. § 31.002(a)(6), (c); see also Wallace v. Wallace, No. 05-17-00447-CV, 2017 WL 4479653, at *3 (Tex. App.—Dallas Oct. 9, 2017, no pet.) (mem. op.). However, to trigger a statutory probate court's exclusive subject-matter jurisdiction over a cause "related to the probate proceeding," a probate proceeding must already be pending. See Schuld v. Dembrinski, 12 S.W.3d 485, 487 (Tex. App.—Dallas 2000, no pet.) (recognizing that "**a court empowered with probate jurisdiction may only exercise its probate jurisdiction over 'matters incident to an estate' when a probate proceeding relating to such matter is already pending in that court**" (quoting Bailey v. Cherokee Cty. Appraisal Dist., 862 S.W.2d 581, 585 (Tex. 1993) (op. on reh'g))); Garza v. Rodriguez, 18 S.W.3d 694, 698 (Tex. App.—San Antonio 2000, no pet.) ("[B]efore a matter can be regarded as incident to an estate . . . a probate proceeding must actually be pending.").*

28. Narvaez v. Powell 564 S.W.3d 49 (Tex. App. 2018))(emphasis added)

A probate court may exercise pendent and ancillary jurisdiction as necessary to promote judicial efficiency and economy. TEX.ESTATES CODE ANN. § 32.001(b). In order for a probate court to assert jurisdiction over matters incident to an estate, a probate proceeding must be pending in the court. See Frost National Bank, 315 S.W.3d at 506. That requisite is satisfied here. Typically, probate courts exercise ancillary or pendent jurisdiction when a close relationship exists between the non-probate claims and the claims against the estate. See Shell Cortez Pipeline Co. v. Shores , 127 S.W.3d 286, 294 (Tex.App.—Fort Worth 2004, no pet.), citing Sabine Gas Trans. Co.

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v.Winnie Pipeline Co. , 15 S.W.3d 199, 202 (Tex.App.—Houston [14th Dist.] 2000, no pet.) ; Goodman v. Summit at W. Rim, Ltd. , 952 S.W.2d 930, 933 (Tex.App.—Austin 1997, no pet.) (holding that probate court can exercise "ancillary" or "pendent" jurisdiction over a claim only if it bears some relationship to the estate). That is, probate courts exercise their ancillary or pendent jurisdiction over non-probate matters only when doing so will aid in the efficient administration of an estate pending in the probate court. Shell Cortez Pipeline , 127 S.W.3d at 294-95.

29. Valdez v. Hollenbeck 465 S.W.3d 217 (Tex. 2015)

Frost Nat'l Bank v. Fernandez, 315 S.W.3d 494, 506 (Tex. 2010) (acknowledging that a court may exercise its probate jurisdiction over "matters incident to an estate" only when a probate proceeding is already pending in that court (quoting Bailey v. Cherokee Cnty. Appraisal Dist., 862 S.W.2d 581, 585 (Tex. 1993))); In re Sims, 88 S.W.3d 297, 304 n. 3 (Tex. App.—San Antonio 2002, orig. proceeding) (same); Schuld v. Dembrinski, 12 S.W.3d 485, 487 (Tex. App.—Dallas 2000, no pet.) (same).

30. Herring v. Welborn 27 S.W.3d 132 (Tex. App. 2000))(emphasis added)

*Once a probate proceeding is under way, the statutory county court's authority to deal with all matters incident to an estate is triggered. See Schuld v. Dembrinksi, 12 S.W.3d 485, 487 (Tex.App.-Dallas 2000, no pet.) (allowing a partition proceeding among heirs to proceed in a county court at law because no probate proceeding was pending in the statutory probate court). "**In other words, the pendency of a probate proceeding is a requisite for a court's exercise of jurisdiction over matters related to it.**"*

DOMINANT JURISDICTION

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31. In Kunz-Freed's March 8, 2016 objection to Plaintiff Curtis' motion to transfer the District Court case to Probate Court 4, Kunz-Freed raises the issue of Dominant Jurisdiction and was correct. Such a transfer was improper and the motion should have been denied. Kunz-Freed argued as follows:

> *III.*
>
> *ARGUMENTS AND AUTHORITIES*
>
> *A. Ms. CURTIS' MOTION TO TRANSFER SHOULD BE DENIED*
>
> *3.1 The general common law rule in Texas is that the court in which suit is first filed acquires dominate jurisdiction to the exclusion of other coordinate courts. Curtis v. Gibbs, 511 S.W.2d 263, 267 {Tex. 1974); Cleveland v. Ward, 285 S.W. 1063 (Tex. 1926); Hardy v. McCorkle, 765 S.W.2d 910, 913 (Tex. App.-Houston (1st Dist.] 1989, orig. proceeding). In this case, the first lawsuit was the District Court suit, which would therefore be the court of dominate jurisdiction. Although Carl could have certainly filed similar claims against V&F in the Probate Proceeding, he decided to file separate proceedings. The principle of dominant jurisdiction dictates that this case should not be transferred arbitrarily once a lawsuit has been assigned to a particular court. Republic Royalty Co. v. Evins, 931 S.W.2d 338, 342 (Tex. App.- Corpus Christi 1996, no writ). To allow Ms. Curtis to now obtain a transfer of the legal malpractice suit at this juncture only encourages improper forum shopping."*

32. In Mayfield v Peek 546 S.W.3d 253 (Tex. App. 2017) it was determined that:

> *A court exercising original probate jurisdiction also has jurisdiction over "matters related to the probate proceeding" as specified in former Section 4B of the Probate Code. Act of June 19, 2009, 81st Leg., R.S., ch. 1351, § 4A, 2009 TEX.GEN.LAWS 4273, 4275 (formally codified at TEX.PROB.CODE ANN. § 4A, now repealed and replaced with TEX. EST.CODE ANN. § 32.001(a)(West 2014)). § 4B*

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in turn provided that in a county with no statutory probate court, but a county court at law exercising original probate jurisdiction, one of the matters that can be "related" to a probate proceeding is the "interpretation and administration of an inter vivos trust created by the decedent whose will has been admitted to probate in the court." Id. at § 4B(3)(now codified at Tex. Est.Code ANN. 31.002(b)(3)). Though the textual grant of jurisdiction is not as broad as that given to a district court, it might fairly encompass Mayfield's claim because the transfer of property is an aspect of administration of a trust.

From these authorities, we discern that the Trust Claim could have been heard by the 271st District Court, or one of the county courts at law for Wise County if they were exercising original probate jurisdiction. As to the Trust Claim, the issue is not one of exclusive jurisdiction, but rather dominant jurisdiction. In re Puig, 351 S.W.3d 301, 305 (Tex. 2011)("When the jurisdiction of a county court sitting in probate and a district court are concurrent, the issue is one of dominant jurisdiction.")

The Texas Supreme Court explains dominant jurisdiction this way:

The general common law rule in Texas is that the court in which suit is first filed acquires dominant jurisdiction to the exclusion of other coordinate courts. As a result, when two suits are inherently interrelated, a plea in abatement in the second action must be granted. This first-filed rule flows from principles of comity, convenience, and the necessity for an orderly procedure in the trial of contested issues. The default rule thus tilts the playing field in favor of according dominant jurisdiction to the court in which suit is first filed.

33. Incident to an Estate see Tex. Est. Code § 31.001

An action incident to an estate is one in which the outcome will have direct bearing on collecting, assimilating, or distributing the decedent's estate. English v. Cobb, 593 S.W.2d 674, 676 (Tex. 1979); Falderbaum v. Lowe, 964 S.W.2d 744, 747 (Tex.App.-Austin 1998, no writ). Suits incident to an estate include those seeking to recover possession of or collect damages for conversion of property. Lucik v. Taylor, 596 S.W.2d 514, 516 (Tex. 1980).

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34. Sec. § 31.001 SCOPE OF "PROBATE PROCEEDING" FOR PURPOSES OF CODE. The term "probate proceeding," as used in this code, includes:

> *(1) the probate of a will, with or without administration of the estate;*
>
> *(2) the issuance of letters testamentary and of administration;*
>
> *(3) an heirship determination or small estate affidavit, community property administration, and homestead and family allowances;*
>
> *(4) an application, petition, motion, or action regarding the probate of a will or an estate administration, including a claim for money owed by the decedent;*
>
> *(5) a claim arising from an estate administration and any action brought on the claim;*
>
> *(6) the settling of a personal representative's account of an estate and any other matter related to the settlement, partition, or distribution of an estate; and*
>
> *(7) a will construction suit.*

35. In the absence of the Legislature's inclusion of a matter in the types of claims a court exercising probate jurisdiction can hear, we use the "controlling issue test" to determine whether the matter falls within the court's jurisdiction. *See In re Puig,*351 S.W.3d 301, 304 (Tex. 2011). Under that test, a suit is "incident to an estate when the controlling issue is the settlement, partition, or distribution of the estate." *Id. Dowell v. Quiroz*, 462 S.W.3d 578, 582-83 (Tex. App. 2015)

36. An action incident to an estate is one in which the outcome will have direct bearing on collecting, assimilating, or distributing the decedent's estate. *English v. Cobb*, 593 S.W.2d 674, 676 (Tex. 1979).

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37. Closing Procedures are not required of an independent executor, § 405.012. The Order approving the inventories and the Drop Orders issued April 4, 2013 completed the pour over process and the right of possession was vested. That was more than six years ago.

38. The trust does not pour over into the estate but quite the contrary. Settling the Brunsting trust can have no effect on the settlement, partitioning or distribution of the "estates of Elmer and Nelva Brunsting" and by that definition the Brunsting Trust controversy is not a matter "incident to the estate".

> *Although courts generally do not lose subject matter jurisdiction once it attaches, a probate court is a specialized court that can lose jurisdiction over matters incident to an estate if it loses jurisdiction over the probate matters. See Goodman v. Summit at West Rim, Ltd., 952 S.W.2d 930, 933 (Tex. App.—Austin 1997, no pet.).* ***In other words, once an estate closes, incident claims are pendent or ancillary to nothing, and the probate court loses jurisdiction****. Id.; see also Schuld v. Dembrinski, 12 S.W.3d 485, 487 (Tex. App.—Dallas 2000, no pet.) ("the pendency of a probate proceeding is a requisite for a court's exercise of jurisdiction over matters related to it"); Garza v. Rodriguez, 18 S.W.3d 694, 698 (Tex. App.—San Antonio 2000, no pet.) ("before a matter can be regarded as incident to an estate ... a probate proceeding must actually be pending")*
>
> *In Texas, the pendency of a probate proceeding is a requisite for a court's exercise of jurisdiction over matters related to it. In Bailey v. Cherokee County Appraisal District, 862 S.W.2d 581 (Tex. 1993), the Texas Supreme Court stated that a trial court* ***must have a probate case pending to exercise its jurisdiction over matters "incident to an estate."*** *See also In re Estate of Hanau, 806 S.W.2d at 904 (court lost jurisdiction to remove independent executrix after estate was closed). We hold that the probate court may only exercise "ancillary" or "pendent" jurisdiction over a claim that bears some relationship to the estate. Once the estate settles, the claim is "ancillary" or "pendent" to*

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nothing, and the court is without jurisdiction. Goodman v. Summit at West Rim, Ltd. 952 S.W.2d 930 (Tex. App. 1997) (emphasis mine)

39. See Lee v. Ronald E. Lee Jr., Katherine Lee Stacy, & Legacy Trust Co. 528 S.W.3d 201 (Tex. App. 2017)

> *("The trial court has power to hear all matters incident to an estate only in those instances where a probate proceeding, such as the administration of an estate, is actually pending in the court in which the suit is filed, relating to a matter incident to that estate." (emphasis added) (citing Interfirst Bank–Hous. v. Quintana Petroleum Corp., 699 S.W.2d 864, 873 (Tex. App.—Houston [1st Dist.] 1985, writ ref'd n.r.e.))); Pullen v. Swanson, 667 S.W.2d 359, 363 (Tex. App.—Houston [14th Dist.] 1984, writ ref'd n.r.e.) (stating that a statutory probate court's jurisdiction "to hear all matters incident to an estate necessarily presupposes that a probate proceeding is already pending in that court" (emphasis added)).*
>
> *The purpose of independent administration is to free the independent executor from judicial supervision by the probate court and to effect the distribution of an estate with minimal costs and delays. Sweeney v. Sweeney, 668 S.W.2d 909, 910 (Tex. App.—Houston [14th Dist.] 1984, no writ); Burke v. Satterfield, 525 S.W.2d 950, 955 (Tex. 1975).* ***The Estates Code codifies this purpose*** *by directing that after an independent executor is appointed and the inventory has been approved, "as long as the estate is represented by an independent executor, further action of any nature may not be had in the probate court except where this title specifically and explicitly provides for some action in the court." "TEX. EST. CODE ANN. § 402.001. In re Estate of Aguilar No. 04-13-00038-CV (Tex. App. Feb. 19, 2014).*

Texas Estates Code § 34.001

40. Texas Estates Code § 34.001 is referred to as the snatching statute. However, a judge of a statutory probate court "may transfer" to the judge's court from a district… court a cause of action related to a probate proceeding "**pending**" in the statutory probate court. There is no probate proceeding "**pending**" in this court.

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THE TESTAMENTARY TRUST OF THE TESTATOR

41. When a person dies without leaving a valid will they are said to have died intestate. Any assets belonging to such individual at the time of death form a testamentary trust which is created by operation of law[10], to be administered and disposed of according to the laws of intestate succession.

> *§ 101.001(b), Subject to Section 101.051, the estate of a person who dies intestate vests immediately in the person's heirs at law.*

42. When a person dies leaving a valid will, the assets belonging to the individual at the time of death are held under a testamentary trust [11] and administered and disposed of according to the directives contained in the person's will.

43. Texas Estate Code § 22.012 defines "Estate" to mean a "decedent's property" as it exists originally and as the property changes in form. Subtitle C (§101.001 through §124.006), controls passage and possession of a decedent's estate.

> *§ 101.001 (a) Subject to Section 101.051, if a person dies leaving a lawful will:*
>
> *(1) all of the person's estate that is devised by the will vests immediately in the devisees;*

44. Tex. Est. Code § 101.051 (a) states that a decedent's estate vests in accordance with Section 101.001 (a) subject to the payment of various debts and

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[10] A testamentary trust of the decedent is created by operation of law Tex. Est. Code § 101.003
[11] A testamentary trust of the testator is created by operation of law § 101.003

obligations owed by the decedent prior to distributing the residual estate to the heirs or devisees as the case may be.

45. We are not talking about inheritance expectancy. Tortious interference with inheritance expectancy is not a recognized cause of action in Texas[12] and all three of the attorneys who filed such claims in this court know better as a matter of law.

46. We are talking about vested property interests (§ 101.001) in the corpus of an inter vivos trust (§ 254.001) and that question was already pending before two other courts when the April 4, 2013 drop order closed the "estates of Elmer and Nelva Brunsting" in this court. That was five days before ancillary matter No. 412249-401 was filed "ancillary" or "pendent" to nothing.[13]

DEVISE TO TRUST

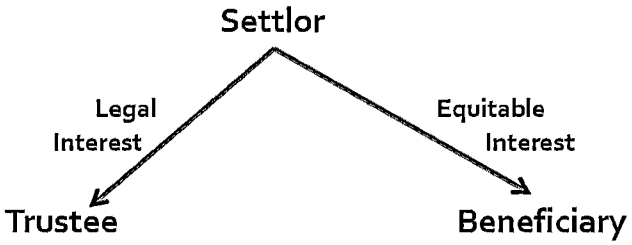
47. When a person dies leaving a valid will devising to a trust, property devised to the trust described by Subsection (a) of Tex. Est. Code § 254.001 is not held under a testamentary trust of the testator but immediately[14] becomes part of the corpus of the trust to which the property is devised and must be administered and disposed of according to the provisions of the instrument establishing the trust, including any amendments.

48. According to *Texas. Property Code § 111.004*, The term "trust" refers not to a separate legal entity but rather to the fiduciary relationship governing the trustee with respect to the trust property.

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[12] See Neal Spielman's own admission in Case 4:16-cv-01969 Document 40 Filed in TXSD on 10/03/16 Page 4 of 6
[13] Goodman v. Summit at West Rim, Ltd. 952 S.W.2d 930 (Tex. App. 1997)
[14] The reference dates for determining "immediate" are November 11, 2011 for the vesting of property rights and April 4, 2013 for the closing of the residual estate and vesting of the right of possession. See Johnston v Dexel et al.

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15

49. The fundamental distinction between a trust agreement and an ordinary business contract is in the *separation of legal and equitable title*. The trustee is merely the depository of the bare legal title. The trustee is vested with legal title and right of possession of the trust property (the res) but holds it in a fiduciary capacity for the benefit and enjoyment of the beneficiaries, who are vested with equitable title to the trust property.

> *As this Court and the Tyler Court have explained, a trustee is merely the depository of the bare legal title. City of Mesquite v. Malouf, 553 S.W.2d 639, 644 (Tex. Civ. App.—Texarkana 1977, writ ref'd n.r.e.); Faulkner v. Bost, 137 S.W.3d 254, 258 (Tex. App.—Tyler 2004, no pet.). "When a valid trust is created, the beneficiaries become the owners of the equitable or beneficial title to the trust property and are considered the real owners." Malouf, 553 S.W.2d at 644. "The trustee is vested with legal title and right of possession of the trust property but holds it for the benefit of the beneficiaries, who are vested with equitable title to the trust property." Faulkner, 137 S.W.3d at 258-59. The trustee has fiduciary duties to hold and manage the property for the benefit of the beneficiaries. TEX. PROP. CODE §§ 113.051, 113.056(a) (West 2007). In general, a trustee "owes a trust beneficiary an unwavering duty of good faith, fair dealing, loyalty and fidelity over the trust's affairs and its corpus. " Herschbach v. City of Corpus Christi, 883 S.W.2d 720, 735 (Tex. App.—Corpus Christi 1994, writ denied); see InterFirst Bank Dallas, N.A. v. Risser, 739*

[15] Drawing Courtesy of Doctor Gerry Beyer, Regent Professor of Law, Texas A & M University

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*S.W.2d 882, 888 (Tex. App.—Texarkana 1987, no writ). Scott argues the trust document excused him from the obligation to perform such duties. Martin v. Martin, No. 06-10-00005-CV, at *8-9 (Tex. App. Mar. 20, 2012)*

50. The Indenture is the instrument that expresses the fiduciary relationship governing the trustee with respect to the trust property. It is the indenture that defines the fiduciary obligations the trustee owes to the beneficiary with respect to the trust property.

DEFENDANTS MOTION TO APPOINT A PERSONAL REPRSENTATIVE

51. Chapter 404 of Subtitle I of Title 2 of the Texas Estates Code governs the question of appointing a successor administrator who succeeds an Independent Executor. Section § 404.004(a) allows the appointment of an administrator to succeed an independent executor only where the independent executor has ceased to serve "*leaving unexecuted parts or portions of the will*".

52. If assets otherwise belonging to a testamentary trust of the testator immediately vest in the trustees for the trust and become a part of the corpus of the trust at the death of the testator and, if the Order approving the Inventory immediately vests the right of possession in the trustee, what *parts or portions of the pour over will remained unexecuted when the drop order issued?*

POUR OVER PROCEDURES

53. Nelva Brunsting's Will is a pour over will devising solely to the family inter vivos trust. There are no other specific bequeaths. The pour over procedures are prescribed by Texas Estates Code § 254.001 et. seq.,

Texas Estates Code § 254.001(a) & (c)(1)&(2)

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> *§ 254.001(a) A testator may validly devise property in a will to the trustee of a trust established or to be established (1) during the testator's lifetime by... the testator and another person,...*
>
> *§ 254.001(c) Unless the testator's will provides otherwise, property devised to a trust described by Subsection (a) is not held under a testamentary trust of the testator. The property:*
>
> *(1) becomes part of the trust to which the property is devised; and*
>
> *(2) must be administered and disposed of according to the provisions of the instrument establishing the trust, including any amendment to the instrument made before or after the testator's death.*

54. At the time of death, any property belonging to the Decedent forms a testamentary trust[16].

> *Under Texas law, during the period of administration, the decedent's estate in the hands of the executor or administrator constitutes a trust estate. The executor or administrator is more than a stake-holder, or the mere agent as a donee of a naked power of the heirs, legatees, and devisees. He has exclusive possession and control of the entire estate. He is charged with active and positive duties. He is an active trustee of a trust estate. Jones v. Whittington, 194 F.2d 812, 817 (10th Cir. 1952); see also Morrell v. Hamlett, 24 S.W.2d 531, 534 (Tex.Civ.App. — Waco 1929, writ ref'd) (estate property under administration is held in trust). Bailey v. Cherokee County Appraisal Dist, 862 S.W.2d 581, 584 (Tex. 1993)*

55. To argue that the independent executor of the estate is the real party in interest to claims against the estate planning attorneys is the equivalent of arguing that a testamentary trust of the testator was formed. This theory is in direct contradiction to the express language of the statute prescribing the pour over

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[16] The executor is trustee for a testamentary trust created by operation of law § 101.003

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procedures and defeats the main purposes for the pour over process which is, unified administration and the avoidance of probate.

56. It would make sense that no testamentary trust (decedent's estate) would be created when the will devises exclusively to an existing trust, as any properties belonging to the Decedent at the time of death immediately become a part of the corpus of the trust and are to "*be administered and disposed of according to the provisions of the instrument establishing the trust.*"[17]

> *The concept of the "pour-over" is not difficult. It is simply a dispositive provision which directs that all or part of an estate is to be added to the corpus of an existing trust, to be administered according to and without the necessity of reiteration of the terms of the trust. The basic goal is to furnish a simple mechanism for adding the poured-over assets to the corpus of the existing trust in order to secure a* ***unified administration*** *of assets with whatever minimization of administrative expenses or detail is thus possible. In re Blount, 438 B.R. 98 (Bankr. E.D. Tex. 2010) (emphasis added)*

57. It has been said that there is no shorter interval of time than from when a testator dies and his estate passes to the devisees under his will.[18] Because the property rights, including the right of claims, immediately became a part of the corpus of the trust at the death of the testator, any argument that the claims filed in the District Court belonged to the decedent's estates after the inventory, appraisement and list of claims was approved, would defeat the purpose for this

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[17] Formerly Texas Probate Code § 37, section 37 deals with passage of title upon intestacy and under a will. The pertinent part of that section states "When a person dies, leaving a lawful will, all of his estate devised or bequeathed by such will . . . shall vest immediately in the devisees or legatees of such estate . . .; subject, however, to the payment of the debts of the testator. . . . Tex.Prob. Code Ann. § 37 (West Supp. 1996). An ownership interest in property vests in a beneficiary immediately upon the death of the testator. *See Kelley v. Marlin,* 714 S.W.2d 303, 305-06 (Tex. 1986); *Johnson v. McLaughlin,* 840 S.W.2d 668, 671 (Tex.App. — Austin 1992, no writ).

[18] Hardy v. Bennefield 368 S.W.3d 643 (Tex. App. 2012); *In re Estate of Catlin, 311 S.W.3d 697, 703 (Tex.App.-Amarillo 2010, pet. denied)*

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estate plan and negate the purpose and effect of § 254.001, the law such plans are made in reliance on. The rules governing statutory interpretation do not allow for prerogatives.[19]

CONVERSION IS NOT CONSOLIDATION

58. *Candace Louise Curtis v Amy and Anita Brunsting 4:12-cv-592* is not the "*Estate of Nelva Brunsting*",[20] nor is it a matter incident thereto.

59. Candace Louise Curtis v Amy and Anita Brunsting No. 4:12-cv-592, filed Southern District of Texas February 27, 2012, was remanded from the Southern District of Texas to Harris County Probate Court No. 4 in June 2014, to be "*consolidated with the case pending there*"[21] and was assigned ancillary Cause No. 412249-402.

60. The March 5, 2015 "Agreed Order to Consolidate Cases" is evidence of conversion, which is not a consolidation by any legal standard or measure.[22] WHO WAS REPRESENTING estate of Nelva Brunsting when this conversion agreement was signed?

61. *Candace Louise Curtis v Amy and Anita Brunsting* No. 412249-402 is NOT *Carl Brunsting et al.*, No. 412249-401

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[19] The seminal rule of statutory construction is to presume that the legislature meant what it said. Seals v. State, 187 S.W.3d 417, 421, No. PD-0678-04, 2005 WL 3058041, 2005 Tex.Crim.App. LEXIS 1966 (Tex.Crim.App. Nov. 16, 2005)

[20] Curtis v Brunsting 704 F.3d 406 (January 9, 2013)

[21] ORDER OF TRANSFER, SIGNED JUNE 3, 2014 Film code number PBT-2014-184792. There was no case **pending** in this court to consolidate with and the order accepting remand is void as a matter of law.

[22] See Rule 2 - 2.9 of the Local Rules of the Probate Courts

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62. *Candace Louise Curtis v Amy and Anita Brunsting* **is** *Candace Louise Curtis v Amy and Anita Brunsting* **and no other cause**!

DEFENDANT ANITA AND AMY BRUNSTINGS RESPONSE TO MOTION TO APPOINT PERSONAL REPRESENTATIVE

63. There is no core "estate" pending in this court and matters relating to the Brunsting trust were not properly brought before this court.

64. On May 19, 2019 alleged trustee Amy Brunsting's attorney Neal Spielman filed a motion for sanctions seeking a judgment of contempt "*due to the conduct of Candace Louise Curtis*" and alleging that:

> *"Curtis is in contempt of this Court's Order Denying Plea and Motions filed by Candace Curtis dated February 14, 2019. Curtis has ignored this Court's findings and orders as to her meritless jurisdictional arguments."*
>
> *Curtis' dogged pursuit of these meritless claims, both before and after entry of the Order Denying Pleas and Motions filed by Candace Curtis reveals a disrespect for judicial authority; evidences an intent to exacerbate an already emotionally-charged matter; and continues a pattern of behavior that is either intentionally designed to harass, to waste Estate/Trust assets, and/or is recklessly pursued without regard to the law or the facts.*

65. In Mr. Spielman's motion for sanctions he says of Plaintiff Curtis: *"At best, she fails to comprehend the legal process"*[23].

ADMISSIONS

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[23] It should be noted that Pro Se Plaintiff Curtis obtained a unanimous opinion from the federal Fifth Circuit Court of Appeal **in this case**, published Curtis v Brunsting 704 F.3rd 406 (Jan. 9, 2013), wherein the Fifth Circuit Court of Appeal held that there was subject matter jurisdiction in the Southern District of Texas.

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66. Mr. Spielman argued at the hearing on his motion for sanctions that he was forced to waste valuable time reading Plaintiff Curtis' "frivolous pleadings" and yet on Monday November 4, 2019, Spielman and Mendel filed Defendants Amy and Anita Brunsting's untimely response to Kunz-Freed's motion to appoint a personal representative, in which they adopt a Plaintiff Curtis argument.

> *"Because both Wills gift, devise and bequeath all property and estate to the Brunsting Family Living Trust, there is no need for such an appointment. As a result, Kunz-Freed's Motion to Appoint Personal Representative of Administrator should be denied..."*
>
> *"A "Successor Executor" is not required.*
>
> *The claims against Kunz-Freed are assets of the Brunsting Family Living Trust, and therefore are subject to the control of the Co-Trustees."*

67. Unfortunately, counsel has failed to follow this reasoning through to the unyielding deductions that flow therefrom and, thus, fail to perceive how their new found revelation raises problems of substantial significance.

68. If there was an "estate pending" in this court the appointment of a representative would be necessary and would have been necessary several years ago, but has not been necessary since the administrative closing of the "estate" April 4, 2013 vested the right of possession of those claims in the trustees.

69. Defendants do not cite to any authority for their sudden realization that the claims belong to the trustees and not the estate. Thus, while adamantly calling Plaintiff Curtis' pleadings "frivolous", they fail to realize the unavoidable conclusion that flows from page one paragraph two of Plaintiff Curtis' June 6,

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2019 reply[24] to Defendant Amy Brunstings May 5, 2019 Motion for Sanctions. Paragraph 2 cites to Texas Estates Code § 254.001 which contains the pour over procedures.

70. The rights of claims belong to the trustees and not a testamentary trust of the testator (estate).

Temporary Administrator Gregory Lester

71. Mr. Lester's January 14, 2016 "*Report of Temporary Administrator Pending Contest*" never even mentions the pour over wills or the drop orders. However, Mr. Lester did have the following to say about the vacancy in the office of executor in regard to the District Court suit:

> *"A Notice of Vacancy of Party and Motion to Abate Proceeding was filed by counsel for Carl Henry Brunsting. Carl Henry Brunsting has filed a resignation as executor of the aforementioned estates. Until a successor executor is appointed, there is no plaintiff to pursue the action against Defendants and no plaintiff to respond to Defendants' summary judgment motions. The issue of who will serve as the successor executor of the Estate of Nelva E. Brunsting and the Estate of Elmer Brunsting must be resolved prior to resolving the claims against Defendants"*

72. While Mr. Lester never mentioned the pour over, will he did spend a great deal of time focusing on the **no contest clause** in the alleged August 25, 2010 *"Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment under Living Trust Agreement" (*8/25/2010 QBD/TPA) containing corruption of blood provisions.

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[24] The title to this instrument is an explanation of the proper direction in which fiduciary obligations flow

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73. The Brunsting Trust is not an asset within the inventory of any decedent's estate and is not "incident" to any estate. *A Temporary Administrator's fiduciary authority and obligations do not extend to non-probate assets*. See Punts v. Wilson, No. 06-03-144-CV, 2004 WL 1175489, at *3 (Tex. App.-Texarkana May 28, 2004, no pet.) (holding independent executor owed no fiduciary duty to residuary beneficiary concerning accounts not included in decedent's estate)." In re Harden, No. 02-04-122-CV, at *1 (Tex. App. Jul. 15, 2004).

74. Looking back at the September 28, 2017 Fee Application of Temporary Administrator Gregory Lester we see that Mr. Lester spent more time with Defendants' attorneys than with all the other parties combined.

75. Mr. Spielman followed up the Temporary Administrator's report at the "status conference" before Associate Judge Clarinda Comstock on March 9, 2016, making a big deal out of what Mr. Lester said in his report and, as can be seen in the opening lines, Defendants clearly have their fiduciary obligations flowing in the wrong direction.

"Neal Spielman" March 9, 2016 Hearing Page 15:

> *6 But the point here, Judge, is* ***there seems***
> *7 to be no accountability on Ms. Curtis' behalf for the*
> *8 amount of money that is being spent in this case.*
> *9 Parties have, in the past, suggested, oh, let's not*
> *10 worry about the attorneys fees because that will all*
> *11 even out at the end of the story when everybody decides*
> *12 to divide by five, the corpus of the trust, and the*
> *13 winning parties or the prevailing parties can --*
> *14 everything can be adjusted through the division of that*
> *15 estate.*

16 But, Your Honor, if you look at what Mr.
17 Lester recommended/suggested/reported in his report,
18 there's now the very real possibility that there isn't
19 going to be a divide-by-five scenario because of the
20 no-contest clauses that are recognized as being properly
21 drawn by the Vacek & Freed Law Firm. And if that
22 happens, Judge, then the trust is now spending its own
23 money from those people, whether it be three or four,
24 that are still going to get a portion of the estate, a
25 portion of the trust proceeds when this is all said and
Page 16
1 done.
2 I'm rambling just a bit only because it's
3 such a circular discussion - is how do we get this case
4 finished, given, given the backtracking from everybody's
5 willingness to vest Mr. Lester with the authority to
6 proceed, and now the one person who doesn't like what he
7 said, after she filed motions for summary judgment that
8 are direct contradiction to the conclusions that he
9 reached. The very constant of having to come down here
10 and respond to those, to those motions for summary
11 judgment, the amount of money that that will waste is
12 insulting, is offensive to the parties.
13 I'd love to come up with a creative idea
14 to create some accountability, perhaps, if it comes in
15 the form of a sanction or perhaps it comes in the form
16 of some kind of bond being posted so that if it turns
17 out that one of the parties who is blowing things up as
18 it were and creating this increased attorneys fees, no
19 longer has an interest in the estate with which we can
20 even that out by the end of the day. Perhaps if Ms.
21 Curtis is ordered to post a bond against her claims or
22 to protect against the ability -- our ability to recover
23 fees from her if, as and when she loses her case,
24 perhaps then we can move forward with additional
25 hearings, additional motions and so forth.
1 Keep in mind, Judge, that it's not
2 simply -- it's not as simple as getting a date for Ms.

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3 Curtis' summary judgment motions. There's been no
4 discovery, in terms of depositions done in this case,
5 not the least of which will be depositions from,
6 perhaps, even from the lawyers in the other district
7 court case who drafted the documents that can explain
8 what all went into those documents, what Nelva
9 Brunsting's state of mind was at the time. There's no
10 way to respond to those summary judgment motions right
11 now without the full weight of the discovery process
12 moving forward and all of the money that that's going to
13 cost.

76. In Defendant Amy Brunsting's Response to Defendant Candace Kunz-Freed's Motion to Appoint Personal Representative we find the following commentary on the Temporary Administrator's Report:

> *"The Temporary Administrator was charged with evaluating the merits of various claims, including the claims asserted against Kunz-Freed. The Temporary Administrator prepared a Report for the Court, as instructed. However, since that Report was submitted, there has been no further indication from the Court as to its ultimate use or purpose.*
>
> *Without a clearer understanding as to its ultimate use or purpose, it would appear that the expenditure of the associated funds was nothing more than a "waste" of Trust funds. Regardless of how many beneficiaries remain, and who they may be, The Brunsting Family Living Trust should not be further burdened by the costs of an appointed, third-party successor executor."*

77. Tex. Est. Code § 404.004(a) only allows the appointment of an administrator to succeed an independent executor where the independent executor has ceased to serve "**leaving unexecuted parts or portions of the will**". The estates are closed and have been closed. The Temporary Administrator's Report fails to identify any "unexecuted portions of the will".

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78. The trust is not the estate, is not liable to the estate and, should have never been depleted to pay a temporary administrator that cannot even properly determine that his role as temporary representative for the "decedent's estate" is defined by the will.

79. While Plaintiff Curtis' reply to Amy Brunsting's motion for sanctions only cited Estates Code § 254.001, it is clear from the Defendant's statements that they have not followed through to the inescapable conclusions that follow.

Catch-22[25]

1. Under the un-ruptured law of the trust Amy and Anita are not trustees.

> *The Trust Code provides that, in an action by or against a trustee and in all proceedings concerning trusts, the trustee is a necessary party "if a trustee is serving at the time the action is filed." In re Webb, 266 S.W.3d 544, 548-49 (Tex. App.-Fort Worth 2008, pet. denied); see Tex. Prop. . §§ 111.004, 115.011.*

80. Not only has Amy argued that the instruments drafted by Vacek & Freed are valid, but in order *for Amy to have standing* to sue V&F for malpractice as the representative of "the trust", Amy would have to be a trustee. However, in order to prevail on those claims Amy would have to show that the instruments drafted by Vacek & Freed after Elmer became NCM are invalid, which in turn would show that Amy is not a trustee and has no standing to prosecute those claims from the onset. This is not to say that Anita and Amy do not have their own individual malpractice claims against the Vacek and Freed attorneys. They most certainly do, but not as trustees.

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[25] A paradox or problematic situation for which the only solution is denied by a circumstance inherent in the problem itself. (*See "Paradox of the Court", a.k.a. the counter dilemma of Euathlus)*

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81. The recent admission by Defendants Amy and Anita Brunsting in their answer to Defendant Kunz-Freed's motion, calls for a quote from Plaintiff Curtis' June 12, 2019 RESPONSE TO THE FIDUCIARY'S APPLICATION FOR THE BENEFICIARY TO BE HELD IN CONTEMPT:

Page 6 Para. 17

> *"At this juncture, regardless of the way they are styled, the theories pled or the parties named, lawsuits arising from a common nucleus of operative facts have been filed in three separate courts. Whether or not either state court action properly involved the Brunsting Trusts when filed, and whether or not either state court can render a binding judgment under the conditions present here, is a valid inquiry better had before trial than after."*

82. The conclusion that the "*Estates of Elmer and Nelva Brunsting*" are not proper party plaintiffs to claims belonging to the trustees for the devisee invariably invokes jurisdictional questions. It should be clear from Defendants' own claims that Plaintiff Curtis' pleadings raising questions of who owns the rights of claims and what court should hear them[26] are not as frivolous as Defendants would have the court believe. They certainly were not questions raised with the intention to harass or delay.

The Drop Orders

83. Defendants have never mentioned the Drop Orders. The Drop Orders that were issued the day the inventories were approved are conclusive evidence that the

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[26] 2018-08-17 Plea in Abatement page 4 "*"Public policy does not favor the wasting of judicial or private resources. Permitting a case to proceed in the wrong court necessarily "costs private parties and the public the time and money utterly wasted enduring eventual reversal of improperly conducted proceedings" Prudential, 148 S.W.3d at 136*

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delay between the vesting of property rights (§ 101.001) and the right of possession had transpired with the approval of the inventory (§ 402.001) and that the estate was administratively closed with the drop order.

> *The "general rule is that a remainder vests when there is a person in being who has an immediate right to possession of property upon termination of an intermediate estate with only the right of possession postponed" and observing that "vested remaindermen are 'interested persons' under the Trust Code and can bring a cause of action for breach of fiduciary duty" against trustee. Summary of Snyder v. Cowell, No. 08-01-00444-CV (Tex. App. Apr. 10, 2003) from Aubrey v. United Heritage Credit Union, NO. 03-16-00233-CV TEXAS COURT OF APPEALS, THIRD DISTRICT, AT AUSTIN Apr 12, 2017*

84. Defendants Amy and Anita Brunsting **claim to be co-trustees** for the devisee trust, but those claims have never seen a hearing in this or any other court and are based upon the argument that improperly made changes to an irrevocable trust are valid.

85. The estate closed more than seven years ago. The period in which a competent trustee could have substituted as a plaintiff for claims belonging to the devisee trust have long since expired and clearly have not been pursued due to the alleged co-trustees own malfeasance and/or incompetence. Thus again we are presented with the same issue confronting the court In Re XTO Energy Inc. 471 S.W.3d 126 (2015).

> *Texas courts have held that a trust beneficiary may enforce a cause of action that the trustee has against a third party "if the trustee cannot or will not do so." See, e.g,. In re Estate of Webb, 266 S.W.3d 544, 552 (Tex.App. — Fort Worth 2008, pet. denied); Interfirst Bank-Houston, N.A. v. Quintana Petroleum Corp., 699 S.W.2d 864, 874 (Tex.App. — Houston [1st Dist.] 1985, writ ref'd n.r.e.). Despite this*

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broad language, a beneficiary may not bring a cause of action on behalf of the trust merely because the trustee has declined to do so. To allow such an action would render the trustee's authority to manage litigation on behalf of the trust illusory.

Even Goebel concedes that the trustee's refusal to bring suit must be wrongful for her to be allowed to step into the trustee's shoes and maintain a suit on the Trust's behalf. See RESTATEMENT (SECOND) OF TRUSTS § 282 (AM. LAW INST. 1959) (if trustee improperly refuses or neglects to bring an action against a third person, beneficiary can maintain suit in equity against trustee and third person). What is less clear is the standard applied to determine whether the trustee's action is wrongful.

*We have found no Texas cases addressing the right of a beneficiary to enforce a cause of action against a third party that the trustee considered and concluded was not in the best interests of the trust to pursue. Generally, when a trustee is given discretion with respect to the exercise of a power, a court may not interfere except to prevent an abuse of discretion. See RESTATEMENT (SECOND) OF TRUSTS § 187. A power is discretionary if a trustee may decide whether or not to exercise it. See Caldwell v. River Oaks Trust Co., No. 01-94-00273-CV, 1996 WL 227520, at *12 (Tex.App. — Houston [1st Dist.] May 2, 1996, writ denied) (not designated for publication). When a trustee is granted the authority to commence, settle, arbitrate or defend litigation with respect to the trust, the trustee is authorized, but not required, to pursue litigation on the trust's behalf. See DeRouen v. Bryan, No. 03-11-00421-CV, 2012 WL 4872738 at *4 (Tex.App. — Austin Oct. 12, 2012, no pet.) (mem.op.); see also RESTATEMENT (SECOND) OF TRUSTS § 177 cmt c ("It is not the duty of the trustee to bring an action to enforce a claim which is a part of the trust property if it is reasonable not to bring such an action, owing to the probable expense involved in the action or to the probability that the action would be unsuccessful or that if successful the claim would be uncollectible owing to the insolvency of the defendant or otherwise."). Based on the language of the trust code and the trust indenture in this case, we conclude Bank of America's authority to determine whether to file suit on behalf of the Trust was discretionary.*

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86. Defendant Amy Brunsting's assertions that she should prosecute the claims against Defendant Kunz-Freed certainly appear to indicate Amy's agreement that prosecuting the claims would not be unreasonable.

> *"B. If a successor executor is required, it must be Amy Brunsting.*
>
> *Because all estate assets "pour-over" into the Brunsting Family Living Trust, there is no need for a successor executor."*

87. However, Amy's expressed desire to be appointed executrix falls a little short of explaining how the conflicting interests involved in her request for appointment fails to be dispositive of that motion. Unsurprisingly, all of the alternatives presented in Defendants "PRAYER", assume subject matter jurisdiction in the probate court.

In Terrorem

88. While Defendant's solution involves diminishing the number of trust shares by eliminating beneficiaries' property interests, they claim to base this theory on the notion that the elimination of beneficial interests is for the protection of beneficial interests and is the trustee's duty. This theory is based upon very vague assertions of…

> *"a number of different terms, conditions and instructions to be implemented and followed by the trustees and beneficiaries. Included among these terms, conditions and instructions were rules intended for the "protection of beneficial interests", including without limitation rules dictating that the Founders' instructions were not to be contested*[27].

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[27] Amy Brunsting's & Anita Brunsting's November 4, 2019 Original Counterclaim page 2 of 8

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89. Amy and Anita's claims that "*Carl and Curtis have taken actions*" that trigger the forfeiture provisions, and that "*Carl and Curtis' actions*" in triggering the forfeiture provisions were without just cause and were not in good faith" and claims that "*By their actions*", Carl and Curtis have forfeited their interests in the trust, is the same vague general language used throughout their dialog.

90. Allegation of a violation of a forfeiture clause requires a specificity these claims appear to be oblivious to.

Ard v. Hudson NO. 02-13-00198-CV (Tex. App. Aug. 20, 2015)

> *In terrorem [or forfeiture] clauses are intended to dissuade beneficiaries under a will or trust from filing vexatious litigation, particularly as among family members, that might thwart the intent of the grantor by making the gifts under the instrument conditional on the beneficiaries not challenging the validity of the instrument. In terrorem clauses are strictly construed to avoid forfeiture when possible. Thus, courts have enforced in terrorem clauses only when the intention of a suit is to thwart the grantor's intention. In re Estate of Boylan, No. 02-14-00170- CV, 2015 WL 598531, at *2 (Tex. App.—Fort Worth Feb. 12, 2015, no pet.) (mem. op.) (citations and internal quotation marks omitted).*

91. Bringing legal action to enforce the trust and protect beneficial interests is not the type of action that seeks to thwart the grantor's intention, but is the exercise of the beneficiary's right and a fiduciary obligation of the Plaintiff in the case in point.

> *"An action to remove a trustee, like an action to remove an executor, is not an effort to vary the grantor's intent. Conte v. Conte, 56 S.W.3d 830, 833 (Tex. App.—Houston [1st Dist.] 2001, no pet.).*

"We join our sister courts in holding that a beneficiary has an inherent right to challenge the actions of a fiduciary and does not trigger a forfeiture clause by doing so.

*But that inherent right would be worthless absent the beneficiary's corresponding inherent right to seek protection during such an ongoing challenge of what is left of his or her share of the estate or trust assets, and any income thereon, that the testator or grantor, as the case may be, intended the beneficiary to have. We therefore also hold that a beneficiary exercising his or her inherent right to challenge a fiduciary may seek injunctive and other relief, including the appointment of a receiver, from the trial court to protect what the testator or grantor intended the beneficiary to have without triggering the forfeiture clause. *See, e.g., Lesikar v. Moon, 237 S.W.3d 361, 370-71 (Tex. App.—Houston [14th Dist.] 2007, pet. denied); McLendon v. McLendon, 862 S.W.2d 662, 679 (Tex. App.—Dallas 1993, writ denied), disapproved on other grounds, Dallas Mkt. Ctr. Dev. Co. v. Liedeker, 958 S.W.2d 382 (Tex. 1997), overruled on other grounds, Torrington Co. v. Stutzman, 46 S.W.3d 829, 840 & n.9 (Tex. 2001).*

Forfeiture provisions, or in terrorem clauses, in wills and trusts are to be strictly construed, and forfeiture is to be avoided if possible. In re Estate of Schiwetz, 102 S.W.3d 355, 365 (Tex.App. — Corpus Christi 2003, pet. denied).

*A breach of a no contest clause should be declared only when the acts of the parties come within the express terms of the clauses. Id. A lawsuit challenging the testamentary capacity of the testatrix is a type of contest that will result in forfeiture. See In re Estate of Hammill, 866 S.W.2d 339, 343 (Tex.App.-Amarillo 1993, no pet.). In re Montez, No. 04-07-00089-CV, at *1 (Tex. App. Dec. 12, 2007)*

Second, we question whether a forfeiture clause that prohibited a trust beneficiary from suing the trustee for fraud and intentional self-dealing would be valid. The right to challenge a fiduciary's actions is inherent in the fiduciary/beneficiary relationship. McLendon v. McLendon,862 S.W.2d 662, 679 (Tex.App.-Dallas 1993, writ denied) (trial court erred in failing to grant declaratory judgment that in

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terrorem clause did not apply to beneficiary's action against executors of estate for fraud and breach of fiduciary duty). Texas Commerce Bk. v. Wood, 994 S.W.2d 796, 805 (Tex. App. 1999)

92. There is substantial question as to what instruments constitute "the trust" as clearly noted by the Honorable Judge Kenneth Hoyt in his April 19, 2013 Findings of Fact and Conclusions of Law after Hearing and Order for Preliminary Injunction.[28] However, questions surrounding the devisee are not properly before this court, as these are not issues incident to settling estates that were closed long ago and this is not the dominant court to assert original jurisdiction over those matters.

SANCTIONS

A void judgment does not create any binding obligations

93. This Court's Orders in the -401 proceeding are *void ab initio* for want of subject matter jurisdiction. Although a party may appeal a void judgment, he or she is not required to do so.

"It is one thing to say that a void order may be appealed from but it is another thing to say that it must be appealed from for it would be anomalous to say that an order void upon its face must be appealed from before it can be treated as a nullity and disregarded. An order which must be appealed from before it is ignored can hardly be characterized as `void' and binding on no one." Fulton v. Finch, 162 Tex. 351, 346 S.W.2d 823, 830 (1961).") Metro. Tra. Aut. v. Jackson, 212 S.W.3d 797, 803 n.3 (Tex. App. 2007).

94. *Leedy v. Leedy*, 399 S.W.3d 335, 340 (Tex. App. 2013)

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[28] Made a part of this Courts record on 2015-02-06 in Case 412249-402 PBT-2015-42743

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"A judgment is void only when the issuing court had no jurisdiction over the parties or property, no jurisdiction over the subject matter, no jurisdiction to enter the particular judgment, or no capacity to act as a court." Browning v. Placke, 698 S.W.2d 362, 363 (Tex.1985). As Kedren points out, there is authority indicating that estoppel cannot prevent a party from challenging subject matter jurisdiction. See Shirley v. Maxicare, Tex., Inc., 921 F.2d 565, 568–69 (5th Cir.1991) (holding accepting benefits under judgment did not bar party from challenging subject matter jurisdiction); Rhodes v. State, 240 S.W.3d 882, 891 (Tex.Crim.App.2007) (" 'One who accepts the benefits of a judgment, decree, or judicial order is estopped to deny the validity or propriety thereof, or of any part thereof, on any grounds; nor can he reject its burdensome consequences.' The only exception to this principle is for challenges to the subject-matter jurisdiction of the court rendering the judgment.") (quoting Corpus Juris Secundum); Ex parte Williams, 65 S.W.3d 656, 658–59 (Tex.Crim.App.2001) (Keller, P.J., concurring) (examining civil authority and concluding that void judgments are not immune from estoppel considerations unless the invalidity of the judgment is due to a lack of subject matter jurisdiction); 31 C.J.S. Estoppel and Waiver § 172. Leedy v. Leedy, 399 S.W.3d 335, 340 (Tex. App. 2013)

Void for Vagueness

95. Even if the Court had subject matter jurisdiction, as a point of clarification, there were three different movants to three different motions to improperly transfer the District Court docket to probate Court 4. This Court's February 14, 2019 Order did not specifically identify which of the three movants was the particular "movant" the Order was addressing with its command to transfer that docket and bear the costs.

96. Reason would dictate it would be the party responsible for filing portions of the same suit in separate courts and then moving to have them consolidated in the wrong court. That would not be Plaintiff Curtis.

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97. That would be attorney Bobbie G. Bayless' July 14, 2015, Motion to Transfer the District Court case to Probate Court Four (4) in which she herself admitted the actions she filed in divergent courts were related:

> *"The District Court Case is related to the probate proceedings and indeed to this cause of action. The issues in the District Court Case and this case are related and the damages sought in each action are potentially impacted by the other. Many of the same witnesses and some of the same evidence will also be used in both cases."*

98. This clearly raises a question. Why would counsel seeking remedy for a client file related causes of action in separate courts where the damages sought in each action would be potentially impacted by the other and, where the same witnesses and some of the same evidence would be relevant to both causes? The answer appears to be abundantly obvious. Both state court actions were legally invalid lawsuits preemptively filed for the purpose of interfering with the real party's traditional right to choice of forum, an unethical tactic well known to Thompson Coe attorneys .[29]

99. Bobbie G. Bayless had no business dragging the Brunsting inter vivos trusts into a probate court under any theory.[30] In discussing the federal policy of abstention in regard to applications for anti-suit injunctions seeking to enjoin state court proceedings, the Fifth Circuit Court of Appeal had this to say: *(emphasis mine)*

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[29] Thompson Coe attorneys were chastised by the Texas Supreme Court for this same conduct on January 25, 2019, *In re Houston Specialty Ins. Co. 569 S.W.3d 138 (Tex. 2019)*

[30] Texas Property Code - PROP § 112.035 (a), (g)(1)(A), (B)(i)

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> *Where the federal case is filed substantially prior to the state case, and significant proceedings have taken place in the federal case, we perceive little, if any, threat to our traditions of comity and federalism. See Moses H. Cone Hosp.,460 U.S. at 21-22, 103 S.Ct. at 940 (fact that substantial proceedings have occurred is a relevant factor to consider in deciding whether to abstain).* ***In fact, by filing a state suit after a federal action has been filed, the state plaintiff can be viewed as attempting to use the state courts to interfere with the jurisdiction of the federal courts.*** *We agree with Royal that if we were to hold that Jackson applied in this scenario, litigants could use Jackson as a sword, rather than a shield, defeating federal jurisdiction merely by filing a state court action. Neither Jackson nor the concerns underlying it mandate such a result. Royal Ins. Co. of America v. Quinn-L Cap. Corp. 3 F.3d 877, 886 (5th Cir. 1993)*

100. "If" the Estate of Nelva Brunsting is not a proper party plaintiff "then" *Estate of Nelva Brunsting vs Candace Kunz-Freed et al.,* was not properly filed in the District Court by the real party in interest. "If the "estate of Nelva Brunsting" was closed when ancillary matter 412249-401 was filed, "then" ancillary matter 412249-401 was neither properly filed in that court by the estate, nor properly filed by Carl individually, as no estate was pending in the probate court. The independent executor had not yet been relieved of liability and Tex. Est. § 402.001 removed standing from Carl in both capacities, as the trust is not incident to an estate pending in that court and appears to have been already in the dominant possession of two other courts when those claims were filed.

101. What does all this say about abuse of the judicial process by the attorneys?

> *Under Texas law, the filing of a fictitious suit constitutes contempt by counsel, Tex.R.Civ.P. 13, and may serve as the basis for a host of sanctions, including dismissal with prejudice. Tex.R.Civ.P. 215 2b(5). Nor does our Texas judiciary lack the ability to reject collusive litigation. Felderhoff v. Felderhoff,473 S.W.2d 928, 932 (Tex. 1971)*

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("We believe that our laws and judicial system are adequate to ferret out and prevent collusion. . . ."); cf. Whitworth v. Bynum,699 S.W.2d 194, 197 (Tex. 1985)

102. It seems rather apparent that these state court actions were improperly filed for the purpose of interfering with the jurisdiction of the federal court and depriving the real party of the traditional right to choice of forum.

Want or Excess of Jurisdiction

103. Disobedience of an Order issued without or in excess of jurisdiction constitutes no punishable wrong. *See Alfonso v. Skadden*, 251 S.W.3d 52, 55 (Tex. 2008) (recognizing that lack of subject matter jurisdiction may be raised at any time, including in action to enforce underlying judgment, if void for lack of jurisdiction); *Browning v. Prostok*, 165 S.W.3d 336, 346 (Tex. 2005) (stating that only void judgment, which includes judgment rendered by court lacking subject matter jurisdiction, may be collaterally attacked); *Stewart v. USA Custom Paint Body Shop, Inc.*, 870 S.W.2d 18, 20 (Tex. 1994). *Glassman v. Goodfriend*, 347 S.W.3d 772, 778-79 (Tex. App. 2011)

"The jurisdiction of all Texas courts ... derives from the Texas Constitution and state statutes. Absent an express constitutional or statutory grant, we lack jurisdiction to decide any case." In re Allcat Claims Serv., L.P., 356 S.W.3d 455, 460 (Tex.2011) (citing Chenault v. Phillips, 914 S.W.2d 140, 141 (Tex.1996) (per curiam)).

104. This Court terminated its plenary powers by its own hand when it approved the inventory and administratively closed the estate on April 4, 2013.

Judicial action taken after the trial court's plenary power has expired is void. Sw. Bell Tel. Co., 35 S.W.3d at 605;State ex. rel Latty v. Owens, 907 S.W.2d 484, 486 (Tex.1995); see also Scott & White

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Mem'l Hosp. v. Schexnider, 940 S.W.2d 594, 596 n. 2 (Tex.1996) (declaring that court cannot issue sanctions order after its plenary power has expired); Mapco, Inc. v. Forrest, 795 S.W.2d 700, 703 (Tex.1990) (defining a void judgment as one rendered when a court has no jurisdiction over the parties or subject matter, no jurisdiction to render judgment, or no capacity to act as a court).

105. A trial court has inherent power to sanction bad faith conduct *during the course of litigation that interferes with administration of justice or the preservation of the court's dignity and integrity. Onwuteaka v. Gill,* 908 S.W.2d 276, 280 (Tex.App.-Houston [1st Dist.] 1995, no writ); *Metzger v. Sebek,* 892 S.W.2d 20, 51 (Tex.App.-Houston [1st Dist.] 1994, writ denied); *see Eichelberger v. Eichelberger,* 582 S.W.2d 395, 399 (Tex.1979). The power may be exercised to the extent necessary to deter, alleviate, and counteract bad faith abuse of the judicial process, such as any significant interference with the traditional core functions of the court. *See Lawrence v. Kohl,* 853 S.W.2d 697, 700 (Tex.App.-Houston [1st Dist.] 1993, no writ. These core functions include hearing evidence, deciding issues of fact raised by the pleadings, deciding questions of law, rendering final judgments, and enforcing judgments. *See Dallas Cnty. Constable Pct. 5 v. KingVision Pay–Per–View, Ltd.,* 219 S.W.3d 602, 610 (Tex.App.-Dallas 2007, no pet.).

106. The inherent power to sanction, however, has limits. *Gill,* 908 S.W.2d at 280. Because inherent power is " 'shielded from direct democratic controls, [it] must be exercised with restraint and discretion.' " *Shepherd v. Am. Broad. Cos.,* 62 F.3d 1469, 1475 (D.C.Cir.1995) , *quoted in Crowe v. Smith,* 151 F.3d 217, 226 (5th Cir.1998) (internal quotation omitted). Inherent power exists only to the extent necessary to deter, alleviate, and counteract bad faith abuse of the judicial process,

such as significant interference with the core judicial functions of Texas courts. *See Lawrence,* 853 S.W.2d at 699–700.

107. Inherent power is not a substitute for plenary power. *See Lane Bank Equip. Co. v. Smith So. Equip.,* 10 S.W.3d 308, 311 (Tex.2000) (citing *Hjalmarson v. Langley,* 840 S.W.2d 153, 155 (Tex.App.-Waco 1992, orig. proceeding)). Consequently, a court cannot rely on its inherent power to issue sanctions after its plenary power has expired. *Scott & White Mem'l Hosp.,* 940 S.W.2d at 596 & n. 2.

CONCLUSION

108. Probate is covered under Title 2 of the Estates Code, guardianship is governed under Title 3 and definitions are in Title 1. Trusts are covered under Subtitles A-C of Title 9 of the Texas Property Code, which is a different set of books entirely. The Brunsting Trust is not an asset of any probate estate.

109. There was no administration of any core estate "pending" in the probate court on April 9, 2013 when ancillary action 412249-401 was filed. Therefore, ancillary action number 412249-401 was filed "ancillary" or "pendent" to nothing, and this court was without jurisdiction to take cognizance of those claims.

110. There was no administration of any core estate "pending" in the probate court on June 6, 2014 when the Order Accepting Remand of Candace Louise Curtis No. 4:12-cv-592 from the federal court to Probate Court No. 4 was entered and the remand was received by this court "ancillary" or "pendent" to nothing.

111. The District Court action was not filed by a proper party plaintiff (real party in interest) and there was no administration of the estates "pending" in the probate

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court on April 4, 2019 when this Court entered an Order to transfer the District Court case to the probate court.

112. This court could not exercise ancillary jurisdiction over the Brunsting trust because cause No. 412249-401 involving the Brunsting trust controversy is not incident to an estate,[31] nor was an estate "pending" in the probate court when 412249-401 was filed.

113. This court cannot exercise its original jurisdiction over an inter vivos trust already in the custody of another court.

114. The Estates of Elmer and Nelva Brunsting are not the real party in interest to claims involving the trust administration and neither state court action was properly filed by a plaintiff with standing. If they were valid at the time filed, a competent co-trustee would have substituted for the interim Plaintiff long ago.

115. Defendants are not trustees and have performed no affirmative duties for the benefit of the other beneficiaries. Quite the contrary, Defendants have held the property of the other beneficiaries conditional on the other beneficiaries surrendering a portion of their property to pay for Defendants' own transgressions. At the same time Defendants continued making in Terrorem threats based upon vague conclusory assertions.

116. This Court's jurisdiction over the Brunsting Trust was not properly invoked and therefore this Court is without subject matter jurisdiction.

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[31] The remedial estate is incident to the trust as the trust is the sole devisee. The estate is not a beneficiary of the trust and neither are the attorneys.

117. The Estates of Elmer and Nelva Brunsting are closed and any action on the motion to appoint a personal representative is immediately appealable, Eastland v. Eastland 273 S.W.3d 815 (Tex. App. 2008) (Cited 22 times with 1 Legal Analyses).

Further, Plaintiff sayeth naught.

Candice Schwager

Candice L Swager
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ATTORNEY FOR
CANDACE LOUISE CURTIS

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was forwarded to all known counsel of record and unrepresented parties in the manner required by the Rules on this Tuesday, November 19, 2019.

Bobbie G. Bayless
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I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This July 5, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 50

FILED
03/03/2022 9:35:06 AM
Teneshia Hudspeth
County Clerk
Harris County, Texas
jguzman

CAUSE NO. 412,249-404

IN THE ESTATE OF	§	**IN THE PROBATE COURT**
NELVA E. BRUNSTING,	§	**NUMBER FOUR OF**
DECEASED	§	**HARRIS COUNTY, TEXAS**

ORDER DENYING CANDACE LOUISE CURTIS' PETITION FOR BILL OF REVIEW

On February 14, 2019, the Court signed an Order Denying Candace Louise Curtis' Plea to the Jurisdiction filed October 19, 2018 and Candace Louis Curtis' Verified Plea in Abatement. Nine plus months later, on November 21, 2019 Candace Louise Curtis filed her Statutory Bill of Review complaining of the February 14, 2019 Order.

Having considered the Statutory Bill of Review filed by Candace Louise Curtis, the responsive pleadings and Brief in Response to her Bill of Review, the evidence if any, and the applicable law, the Court is of the opinion that the Bill of Review should be DENIED. It is therefore,

ORDERED that the Statutory Bill of Review filed by Candace Louis Curtis is DENIED. By this Order, the Court disposes of all claims, causes of action, and parties under Cause No. 412,249-404. This is a final judgment.

SIGNED this 3/2/2022 day of March, 2022.

Kathleen S. Stone
Presiding Judge

cc

UNOFFICIAL COPY

SC

TAB 50

FILED
03/03/2022 9:35:06 AM
Teneshia Hudspeth
County Clerk
Harris County, Texas
jguzman

Page 1 of 1 Tuesday, July 5, 2022 County Clerk Harris County, Texas

CAUSE NO. 412,249-404

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SIGNED this 3/2/2022 day of March, 2022.

Kathleen S. Stone
Presiding Judge

cc

SC



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This July 5, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 51

The Mendel Law Firm, L.P.

Attorneys & Counselors
1155 Dairy Ashford, Suite 104
Houston, TX 77079

Anita K. Brunsting
801 Bassington Court
Pflugerville, TX 78660

In Reference To:

C.A. No. 412249 & 412249-401; *Candace Curtis v. Anita Brunsting, Et Al*; In Probate Court No. 4, Harris County, Texas.

C.A. No. 412249 & 412249-402; *Candace Curtis v. Anita Brunsting, Et Al - Plea in Abatement;* In Probate Court No. 4, Harris County, Texas.

C.A. No. 412249 & 412249-403; *Carl Henry Brunsting, Executor of the Estates of Elmer H. Brunsting & Nelva E. Brunsting; v. Candace L. Kunz-Greed & Vacek & Freed, PLLC;* In Probate Court No. 4, Harris County, Texas (transfer of C.A. 2013-05455 from the 164th District Court, Harris County, Texas).

C.A. No. 412249 & 412249-404; *Candace Curtis v. Anita Brunsting, Et Al - Bill of Review;* In Probate Court No. 4, Harris County, Texas.

Professional Services

			Hrs/Rate		Amount
9/10/2014	SAM	Conferred with prepared correspondence to	0.50 395.00/hr	Canda L120	NO CHARGE
9/17/2014	SAM	Reviewed the court's file re case status; reviewed authorities re	0.60 395.00/hr	Litiga L120	$237.00
9/26/2014	SAM	Prepared for and met with conferred with	3.00 395.00/hr	Canda L120	$1,185.00
	BEF	Reviewed probate court records, federal court records, district court Vacek & Freed records, and District Court Rule 202 records re status and	2.40 295.00/hr	Canda L110	$708.00

			Hrs/Rate		Amount
		allegations in the various cases and potential issues regarding trust and related issues; prepared multiple correspondence to			
9/26/2014	BEF	Met with	3.00 295.00/hr	Canda L110	NO CHARGE
10/13/2014	SAM	Prepared for and attended telephone conference with conferred with conferred with	1.50 395.00/hr	Canda L120	$592.50
	BEF	Conferred with	0.20 295.00/hr	Canda L120	NO CHARGE
10/17/2014	BEF	Reviewed documents produced by former counsel re deadlines.	0.20 295.00/hr	Canda L120	$59.00
10/21/2014	SAM	Prepared the engagment letter; prepared correspondence to	0.30 395.00/hr	Canda L120	NO CHARGE
10/26/2014	SAM	Finalized the engagement letter for prepared correspondence to	0.20 395.00/hr	Canda Admi	NO CHARGE
10/30/2014	SAM	Reviewed correspondence from reviewed file re	0.30 395.00/hr	Canda L120	$118.50
	BEF	Reviewed J. Ostrom's request for distribution.	0.30 295.00/hr	Canda L120	$88.50
11/5/2014	SAM	Reviewed the court's file; prepared correspondence to	0.60 395.00/hr	Canda L120	$237.00
	LGR	Reviewed and updated the litigation files; conferred with K. Clairmont re same.	0.30 129.50/hr	Litiga L140	NO CHARGE
11/6/2014	KRC	Reviewed notice of hearing; updated pleadings index.	0.20 129.50/hr	Litiga L140	NO CHARGE

			Hrs/Rate		Amount
11/7/2014	BRD	Reviewed the court's records and obtained a copy of the case files.	0.80 129.50/hr	Canda L190	$103.60
11/10/2014	SAM	Reviewed correspondence from conferred with	0.20 395.00/hr	Canda L120	$79.00
	BRD	Reviewed and organized client documents; conferred with	0.50 129.50/hr	Canda L140	$64.75
	BRD	Reviewed and organized client documents.	0.80 129.50/hr	Canda L140	$103.60
	BEF	Reviewed motion to modify preliminary injunction.	0.10 295.00/hr	Canda L120	$29.50
11/11/2014	BRD	Reviewed and organized client documents.	0.80 129.50/hr	Canda L140	$103.60
11/12/2014	BRD	Prepared notice of appearance.	1.30 129.50/hr	Canda L190	NO CHARGE
11/13/2014	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
	SAM	Prepared file memo re status of the case.	0.20 395.00/hr	Canda L120	$79.00
	BRD	Prepared notice of appearance.	0.80 129.50/hr	Canda L190	$103.60
	BEF	Reviewed Mills Shirley case files re case history.	1.00 295.00/hr	Canda L110	$295.00
11/14/2014	SAM	Conferred with finalized the notice of appearance; prepared correspondence to	1.10 395.00/hr	Canda L120	$434.50
	BRD	Conferred with prepared notice of appearance.	0.50 129.50/hr	Canda L190	$64.75

			Hrs/Rate		Amount
11/14/2014	BEF	Reviewed motion for distribution, trust documents, federal injunction proceeding issues, special master transcript, C. Brunsting deposition, prior production and statements issued in the case; conferred with conferred with J. Ostrom re hearing on motion to distribute, settlement history, and status of the case.	5.60 295.00/hr	Canda L120	$1,652.00
11/15/2014	SAM	Reviewed correspondence from and prepared correspondence to reviewed the court's electronic docket sheet.	0.30 395.00/hr	Canda L120	NO CHARGE
11/17/2014	BEF	Conferred with	1.60 295.00/hr	Canda L110	$472.00
	BEF	Conferred with C. Reed (Vacek & Freed attorneys) re status and history of the case; reviewed file re same.	1.30 295.00/hr	Canda L110	$383.50
	BEF	Prepared correspondence to prepared response to	0.30 295.00/hr	Canda L110	NO CHARGE
11/18/2014	SAM	Reviewed the court's file re pending activity.	0.30 395.00/hr	Canda L120	$118.50
11/19/2014	SAM	Prepared outline of pending issues; conferred with	1.40 395.00/hr	Canda L120	$553.00
	TTT	Reviewed the trusts; conferred with	0.50 295.00/hr	Litiga L120	NO CHARGE
	BRD	Processed original documents.	0.50 129.50/hr	Litiga L140	NO CHARGE

			Hrs/Rate		Amount
11/19/2014	BEF	Reviewed supplemental bank statements and spreadsheets prepared by prepared statements for production; reviewed file re prior production.	0.90 295.00/hr	Canda L320	$265.50
	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L320	NO CHARGE
	BEF	Reviewed the trusts re trustee obligations and rights; met with	0.90 295.00/hr	Trust L120	$265.50
11/20/2014	KRC	Reviewed and organized client documents; updated pleadings index.	0.30 129.50/hr	Litiga L190	NO CHARGE
	BEF	Prepared statements for production; prepared correspondence to counsel re same; reviewed correspondence from B. Bayless re Edward Jones statements; reviewed file re same.	1.30 295.00/hr	Carl L320	$383.50
	BEF	Prepared correspondence to ; prepared correspondence to	0.30 295.00/hr	Trust L320	NO CHARGE
11/21/2014	TTT	Conferred with reviewed file re same; reviewed authorities re removal of the trustee and various causes of action against the trustee.	1.00 295.00/hr	Canda L120	$295.00
	KRC	Conferred with reviewed and organized client documents.	0.30 129.50/hr	Litiga L190	NO CHARGE
	BEF	Prepared stock statements for production and reviewed same; reviewed various spreadsheets and pleadings re reviewed gifting analysis.	3.00 295.00/hr	Trust L320	$885.00
12/2/2014	SAM	Conferred twice with	0.80 395.00/hr	Canda L120	$316.00

			Hrs/Rate		Amount
12/2/2014	BEF	Prepared correspondence to conferred with	0.30 295.00/hr	Trust L120	NO CHARGE
	BEF	Reviewed federal case re history and developments that led to injunction and prepared motion to pay CPA; reviewed amendment to injunction allowing for same; conferred with prepared response to motion to distribute funds; prepared supplemental production.	2.10 295.00/hr	Canda L250	$619.50
12/3/2014	SAM	Conferred twice with	0.60 395.00/hr	Canda L120	$237.00
	TTT	Conferred with	0.30 295.00/hr	Trust L120	NO CHARGE
	BEF	Prepared response to request for attorneys fees; reviewed trust documents and QBD re same; reviewed authorities re HEMS standard and no contest clause; conferred with reviewed file re disputed distributions and trust language and tests re same.	5.80 295.00/hr	Canda L240	$1,711.00
12/5/2014	SAM	Reviewed and revised the response to plaintiff's motion to remove the trustees and the motion for distribution of fund; conferred with ; prepared correspondence to	0.80 395.00/hr	Canda L240	$316.00
	BEF	Reviewed authorities re	3.10 295.00/hr	Carl L250	$914.50
		reviewed trust instruments re same; prepared response to Carl Brunsting's motion for distribution of trust fund to pay creditor-attorneys; prepared response to Carl Brunsting's motion to remove Anita & Amy as co-trustees; prepared exhibits re same; conferred with			

			Hrs/Rate		Amount
		met with			
12/5/2014	BEF	Reviewed authorities re	3.00 295.00/hr	Canda L250	$885.00
		prepared response to C. Curtis' motion for distribution of trust fund to pay creditor-attorneys; prepared exhibits re same; conferred with met with			
	BEF	Prepared correspondence to	0.10 295.00/hr	Litiga L250	NO CHARGE
12/8/2014	BEF	Prepared correspondence to	0.20 295.00/hr	Litiga L120	NO CHARGE
	BEF	Reviewed C. Curtis' reply and response to motion for distribution of funds; reviewed authorities cited therein re prepared correspondence to	1.10 295.00/hr	Canda L120	$324.50
12/9/2014	SAM	Conferred with	0.20 395.00/hr	Litiga L250	NO CHARGE
	BEF	Prepared for, traveled to, attended, and returned from hearing on motions to disburse trust funds to C. Curtis' attorneys; motions denied by court; prepared orders denying C. Curtis' motions; authorities showing error in C. Curtis' logic with respect to implicit argument that legislature included attorneys fees as necessities; met with J. Ostrom and B. Bayless post-hearing re potential settlement and case history; met with C. Reed prior to the hearing re status of the Vacek litigation; met with	3.50 295.00/hr	Canda L230	$1,032.50

			Hrs/Rate		Amount
12/9/2014	BEF	Prepared for, traveled to, attended, and returned from hearing on motions to disburse trust funds to Carl Brunsting's attorneys; motions denied by court; prepared orders denying Carl Brunsting's motions; authorities showing error logic with respect to implicit argument that legislature included attorneys fees as necessities; met with J. Ostrom post-hearing re potential settlement and case history; met with C. Reed prior to the hearing re status of the Vacek litigation; met with	3.60 295.00/hr	Carl L230	$1,062.00
	BEF	Conferred with	0.40 295.00/hr	Carl L120	$118.00
12/10/2014	BEF	Conferred with	0.80 295.00/hr	Carl L120	$236.00
	BEF	Prepared supplemental document production; conferred with B. Bayless re bond liquidation; prepared correspondence to all counsel re same; reviewed objection from B. Bayless and prepared response citing specific language in the court order.	0.70 295.00/hr	Carl L320	$206.50
	BEF	Reviewed Mills Shirley file re apparently missing documents and files from the federal case; prepared correspondence to reviewed trust instrument re claims and defenses in the case and varying standards for Anita's decisions;	1.40 295.00/hr	Canda L320	$413.00
12/11/2014	SAM	Reviewed the decedent's trust, survivor's trust, the QBD trust; conferred with conferred with ; conferred with	1.30 395.00/hr	Canda L120	$513.50
	BEF	Conferred with prepared outline of the case and extensively review of trust documents and	4.00 295.00/hr	Canda L120	$1,180.00

			Hrs/Rate		Amount
		potential ambiguities and arguments related to same; conferred with reviewed authorities re			
12/12/2014	TTT	Conferred with	0.30 295.00/hr	Canda L120	$88.50
	BEF	Conferred with	0.40 295.00/hr	Canda L120	NO CHARGE
	BEF	Reviewed file re	2.50 295.00/hr	Canda L310	$737.50
		conferred with J. Ostrom re C. Curtis' failure to provide mandatory disclosures in federal case; prepared request for disclosure; conferred with prepared plea to the jurisdiction and related issues re federal injunction.			
	BEF	Reviewed file re prepared request for disclosure; conferred with prepared plea to the jurisdiction and related issues re federal injunction.	2.40 295.00/hr	Carl L310	$708.00
12/16/2014	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L310	NO CHARGE
1/9/2015	BEF	Reviewed correspondence re proposed deposition dates; reviewed file re injunction and problems with the federal court remand or case that was never removed, J. Ostrom nonsuit of injunctive relief, and trust barriers to such injunction.	3.10 295.00/hr	Canda L250	$914.50

			Hrs/Rate		Amount
1/12/2015	BEF	Conferred with	0.30 295.00/hr	Canda L330	NO CHARGE
	BEF	Prepared response to B. Bayless re injunction and deposition dates.	0.50 295.00/hr	Carl L330	$147.50
	BEF	Reviewed C. Curtis' response to request for disclosure and compared to pleadings.	0.40 295.00/hr	Canda L330	$118.00
1/13/2015	SAM	Conferred with	0.40 395.00/hr	Canda L120	$158.00
	BEF	Conferred with	0.30 295.00/hr	Trust L110	NO CHARGE
	BEF	Reviewed document production and discovery responses exchanged in the case; conferred with prepared correspondence to all counsel re need for new docket control order in light of plaintiff's failure to provide substantive responses to request for disclosure regarding damages, attorneys' fees, and matters in dispute; prepared supplemental responses to request for production and prepared correspondence to	3.20 295.00/hr	Canda L310	$944.00
	BEF	Reviewed authorities re	2.10 295.00/hr	Canda L120	$619.50
1/14/2015	BEF	Conferred with	0.30 295.00/hr	Litiga L120	NO CHARGE
	BEF	Reviewed client documents re transactions and claims in Candace's pleadings.	0.30 295.00/hr	Canda L120	$88.50
1/21/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L110	$29.50

			Hrs/Rate		Amount
1/22/2015	KRC	Reviewed request for disclosure; updated pleadings index.	0.20 129.50/hr	Canda L140	$25.90
1/27/2015	BEF	Reviewed C. Curtis' new pleadings.	0.30 295.00/hr	Canda L210	$88.50
	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L210	NO CHARGE
1/28/2015	BEF	Reviewed client documents re response to issues raised in C. Curtis' petition; conferred with	0.90 295.00/hr	Canda L120	$265.50
1/29/2015	BEF	Conferred with	0.40 295.00/hr	Canda L120	NO CHARGE
1/30/2015	BL	Conferred with	0.10 129.50/hr	Canda L190	$12.95
	BEF	Reviewed documents received from reviewed transcript of federal case TRO hearing; prepared correspondence to	1.30 295.00/hr	Canda L310	$383.50
	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L120	NO CHARGE
2/4/2015	BEF	Conferred with prepared correspondence to reviewed the Wills re executors.	0.70 295.00/hr	Carl L330	$206.50
2/5/2015	SAM	Conferred with	0.30 395.00/hr	Litiga L120	NO CHARGE
	BEF	Prepared no-evidence motion for summary judgment re Carl Brunsting's allegations and causes of action against A. Brunsting.	0.30 295.00/hr	Carl L240	$88.50

			Hrs/Rate		Amount
2/5/2015	BEF	Prepared no-evidence motion for summary judgment re C. Curtis' allegations and causes of action against A. Brunsting.	0.30 295.00/hr	Canda L240	$88.50
	BEF	Reviewed the C. Curtis' pleadings and filings re transfer of federal case and new request for distribution; conferred with	0.70 295.00/hr	Canda L210	$206.50
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L210	NO CHARGE
2/6/2015	BEF	Reviewed personal representative issues and claims by personal representatives; conferred with	0.80 295.00/hr	Carl L120	$236.00
2/17/2015	SAM	Conferred twice with	0.60 395.00/hr	Carl L120	$237.00
	BEF	Reviewed deposition of Carl Brunsting; prepared correspondence to C. Reed re same and re meeting with him re facts of the case.	1.00 295.00/hr	Carl L330	$295.00
	BEF	Prepared correspondence to conferred with	0.10 295.00/hr	Carl L120	NO CHARGE
	BEF	Prepared response to C. Curtis' request for distribution, and motion to quash injunction.	0.20 295.00/hr	Canda L120	NO CHARGE
	BEF	Prepared motion to quash injunction; reviewed authorities re	1.10 295.00/hr	Canda L250	$324.50
	BEF	Prepared response to C. Curtis' motion for distribution; reviewed main case and subdocket re C. Curtis' several filings in wrong case and ensuring responses are filed in wrong case to ensure consideration; reviewed Carol Brunsting's objection to C. Curtis' request; conferred with	2.20 295.00/hr	Canda L250	$649.00

			Hrs/Rate		Amount
		; conferred with			
2/18/2015	BEF	Prepared response to C. Curtis' motion for $40,000 distribution for attorneys' fees; prepared for, traveled to, attended, and returned from court re oral hearing on motion for continuance and C. Curtis' motion for distribution; motion for continuance granted; C. Curtis' motion for distribution denied.	4.80 295.00/hr	Canda L230	$1,416.00
	BEF	Conferred with	0.50 295.00/hr	Carl L230	$147.50
2/19/2015	KRC	Reviewed request for disclosures; updated pleadings index.	0.20 129.50/hr	Litiga L140	NO CHARGE
	BEF	Prepared correspondence to J. Ostrom re order of consolidation.	0.20 295.00/hr	Canda L250	$59.00
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L440	NO CHARGE
	BEF	Reviewed file re B. Bayless inquiries into document production and tax returns; conferred with	0.60 295.00/hr	Trust L320	$177.00
	BEF	Reviewed Carl Brunsting's motion to resign; reviewed authorities re implications of same.	0.40 295.00/hr	Carl L250	$118.00
2/20/2015	BEF	Prepared correspondence to C. Reed re court's indication it would bring in legal malpractice case; reviewed C. Curtis' emails re objections to her appointment.	0.50 295.00/hr	Canda L120	$147.50
2/23/2015	BEF	Conferred with	1.10 295.00/hr	Canda L120	$324.50

			Hrs/Rate		Amount
2/23/2015	BEF	Reviewed tax documents from reviewed IRS forms re same.	0.20 295.00/hr	Trust L310	$59.00
2/25/2015	BEF	Reviewed the trust 2013 1041 tax returns.	0.20 295.00/hr	Trust L320	$59.00
2/26/2015	BEF	Reviewed C. Curtis' response to request for disclosures and alleged damages; compared allegations to financial records and unable to reconcile; conferred with J. Ostrom re where allegations arose from; reviewed master's report and determined reviewed emails and correspondence in the federal case re	3.00 295.00/hr	Canda L110	$885.00
	BEF	Conferred with	0.80 295.00/hr	Canda L120	$236.00
	BEF	Conferred with reviewed file re same.	0.80 295.00/hr	Canda L120	$236.00
	BEF	Reviewed authorities re conferred with	0.60 295.00/hr	Canda L120	$177.00
	BEF	Prepared supplemental production.	1.30 295.00/hr	Canda L320	$383.50

			Hrs/Rate		Amount
2/27/2015	BEF	Prepared correspondence to	0.20 295.00/hr	Litiga L110	NO CHARGE
	BEF	Reviewed the recordings of Carl Brunsting re split with D. Brunsting; compared to timeline re same.	0.50 295.00/hr	Carl L110	$147.50
	BEF	Reviewed file and compiled exhibits re objection to C. Curtis' application for appointment as personal representative; prepared objection re same.	2.10 295.00/hr	Canda L210	$619.50
3/4/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Trust L120	$29.50
	BEF	Prepared correspondence to J. Ostrom re filing consolidation order.	0.10 295.00/hr	Canda L250	$29.50
3/5/2015	BEF	Prepared objection and response to C. Curtis' application for appointment as personal representative; reviewed client documents and discovery produced re same; prepared correspondence to	3.10 295.00/hr	Canda L250	$914.50
3/9/2015	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE
	BEF	Conferred with	0.30 295.00/hr	Canda L120	NO CHARGE
	BEF	Prepared objection and response to C. Curtis' application for appointment as personal representative; conferred with prepared exhibits re same; prepared correspondence to counsel of record re same.	1.20 295.00/hr	Canda L250	$354.00
3/10/2015	SAM	Conferred with	0.20 395.00/hr	Trust L120	NO CHARGE

			Hrs/Rate		Amount
3/10/2015	BEF	Reviewed rejected filing re claim of original filing fee due; reviewed government code re same and cited same to rejecting clerk; prepared document for resubmission and explanation of fees permissible under government code.	1.00 295.00/hr	Litiga L210	$295.00
	BEF	Prepared correspondence to prepared correspondence to	0.20 295.00/hr	Litiga L210	NO CHARGE
	BEF	Reviewed A. Tschirhart's proposed objections and response to C. Curtis' application to be appointed personal representatives of the estates; prepared correspondence to conferred with	1.20 295.00/hr	Canda L210	$354.00
	BEF	Prepared motion to compel Carl Brunsting to respond to requests for disclosures; prepared exhibits re same; prepared demand to B. Bayless re accounting from Carl Brunsting.	0.80 295.00/hr	Carl L350	$236.00
	BEF	Prepared motion to compel C. Curtis to respond to requests for disclosures.	0.40 295.00/hr	Canda L350	$118.00
3/11/2015	SAM	Conferred with	0.20 395.00/hr	Canda L120	$79.00
	KRC	Reviewed docket control order; updated pleadings index.	0.50 129.50/hr	Canda L140	$64.75
	BEF	Prepared motion to compel Carl Brunsting to respond to disclosures; conferred with prepared exhibits re same; reviewed authorities re	1.30 295.00/hr	Carl L350	$383.50

			Hrs/Rate		Amount
3/11/2015	BEF	Prepared motion to compel C. Curtis to respond to disclosures; conferred with prepared exhibits re same; reviewed authorities re	1.30 295.00/hr	Canda L350	$383.50
	SAM	Conferred with	0.10 395.00/hr	Carl L350	$39.50
3/12/2015	BEF	Reviewed correspondence from B. Bayless re no accounting or information to be provided by Carl Brunsting; prepared response re same outlining Estate Code requirements.	0.60 295.00/hr	Trust L310	$177.00
3/13/2015	BEF	Reviewed correspondence from prepared response re same; reviewed Amy's response and objection to Carl Brunsting's resignation and C. Curtis' application for appointment as personal representative.	0.70 295.00/hr	Canda L120	$206.50
	BEF	Reviewed A. Brunsting and A. Tschirhart's prior responses to disclosures and potential supplementation issues re same; prepared correspondence to D. Smith re status of the case and desires re supplementation in light of additional information needed from C. Curtis.	0.40 295.00/hr	Canda L310	$118.00
	BEF	Reviewed A. Brunsting and A. Tschirhart's prior responses to disclosures and potential supplementation issues re same; prepared correspondence to D. Smith re status of the case and desires re supplementation in light of additional information needed from Carl Brunsting.	0.30 295.00/hr	Carl L310	$88.50
3/16/2015	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE

			Hrs/Rate		Amount
3/16/2015	BEF	Prepared supplemental disclosures; reviewed file and document production re same conferred with	1.80 295.00/hr	Canda L310	$531.00
3/17/2015	SAM	Conferred twice with B.	0.40 395.00/hr	Canda L120	$158.00
	BEF	Conferred with J. Ostrom re available for hearing set by court and to disregard request to move hearing date on motion to compel, administrator issues, and potential assignment out of estate to will devisees.	0.30 295.00/hr	Canda L120	$88.50
	BEF	Conferred with	0.80 295.00/hr	Canda L120	$236.00
	BEF	Reviewed C. Curtis' supplemental response to request for disclosure and potential damage model; reviewed authorities re prepared legal memorandum re same.	3.10 295.00/hr	Canda L310	$914.50
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L120	NO CHARGE
3/18/2015	BEF	Reviewed and organized emails and recordings from prepared same for supplemental production.	1.70 295.00/hr	Canda L110	$501.50
	BEF	Conferred with	0.30 295.00/hr	Canda L110	NO CHARGE
	BEF	Reviewed and organized emails and recordings from prepared same for supplemental production.	1.70 295.00/hr	Canda L110	$501.50

			Hrs/Rate		Amount
3/20/2015	BEF	Conferred with	0.30 295.00/hr	Carl L110	NO CHARGE
3/23/2015	BEF	Reviewed correspondence from prepared correspondence to prepared response re same.	0.20 295.00/hr	Trust L120	NO CHARGE
	BEF	Conferred with prepared for, traveled to, attended, and returned from status conference, hearing on motion to compel, and hearing re estate administrators.	6.20 295.00/hr	Canda L230	$1,829.00
3/24/2015	BEF	Conferred with	0.30 295.00/hr	Canda L120	NO CHARGE
	BEF	Reviewed trust instruments re distribution request by the court; conferred with	1.10 295.00/hr	Canda L120	$324.50
3/25/2015	BEF	Reviewed correspondence from Judge Butts re third party administrator.	0.20 295.00/hr	Canda L120	$59.00
3/26/2015	KRC	Updated pleadings index.	0.20 129.50/hr	Litiga L140	NO CHARGE
	BEF	Conferred with conferred with C. Reed re proposed third party administrators; conferred with colleagues re	1.70 295.00/hr	Canda L120	$501.50
3/27/2015	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
3/30/2015	BEF	Reviewed C. Curtis' substitution; conferred with J. Ostrom re same; conferred with prepared correspondence	0.90 295.00/hr	Canda L210	$265.50

			Hrs/Rate		Amount
		to Judge Butts re update on third party administrator.			
3/30/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L210	NO CHARGE
4/7/2015	BEF	Reviewed correspondence from C. Reed re Vacek & Freed preference on proposed third party administrator; prepared response re C. Curtis terminated counsel; prepared correspondence to conferred with	0.40 295.00/hr	Canda L120	$118.00
4/10/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L120	NO CHARGE
4/17/2015	BEF	Prepared supplemental production.	0.40 295.00/hr	Canda L320	$118.00
5/1/2015	BEF	Prepared Iowa tax documents for production.	0.20 295.00/hr	Litiga L320	$59.00
5/5/2015	BEF	Conferred with	0.20 295.00/hr	Trust L320	NO CHARGE
	BEF	Conferred with C. Faber re request for tax returns.	0.20 295.00/hr	Trust L320	$59.00
5/6/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L310	NO CHARGE
5/13/2015	BEF	Prepared supplemental production.	0.60 295.00/hr	Canda L320	$177.00
	BEF	Conferred with reviewed file and trusts re	0.80 295.00/hr	Canda L120	$236.00

			Hrs/Rate		Amount
5/15/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Litiga L310	NO CHARGE
5/18/2015	SAM	Conferred twice with	0.60 395.00/hr	Canda L120	$237.00
	TTT	Conferred with	0.30 295.00/hr	Canda L120	NO CHARGE
	BEF	Reviewed Carl Brunsting's supplemental response to request for disclosure; conferred with reviewed authorities re conferred with prepared outline of remaining issues in the case.	6.10 295.00/hr	Carl L310	$1,799.50
5/19/2015	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
	BEF	Conferred with	0.40 295.00/hr	Carl L120	$118.00
	BEF	Reviewed C. Curtis' motion to show authority, and C. Curtis' interrogatories.	0.30 295.00/hr	Canda L120	$88.50
5/20/2015	BRD	Conferred with	1.00 129.50/hr	Canda L190	$129.50
	BEF	Conferred with	0.20 295.00/hr	Canda L310	NO CHARGE

			Hrs/Rate		Amount
5/28/2015	SAM	Conferred with reviewed	0.40 395.00/hr	Canda L120	$158.00
	BEF	Conferred with	0.30 295.00/hr	Carl L310	NO CHARGE
	BEF	Prepared motion for Independent Medical Examination for C. Brunsting; reviewed authorities and case files re	1.70 295.00/hr	Carl L250	$501.50
	BEF	Prepared answers and objections to C. Curtis' interrogatories; conferred with	2.20 295.00/hr	Canda L310	$649.00
5/29/2015	BEF	Conferred with B. Bayless re IME for Carl Brunsting, status of personal representatives for estate of Nelva and Elmer, and potential resolution of the case.	0.70 295.00/hr	Carl L160	$206.50
	KRC	Reviewed notice of hearing; updated pleadings index.	0.20 129.50/hr	Litiga L140	$25.90
	BEF	Reviewed pleadings and document production re no-evidence motion for summary judgment on C. Curtis' contests to the trust instruments; prepared no-evidence motion for summary judgment re same; prepared correspondence to	1.10 295.00/hr	Canda L240	$324.50
	BEF	Reviewed pleadings and document production re no-evidence motion for summary judgment on Carl Burnsting's contests to the trust instruments; prepared no-evidence motion for summary judgment re same; prepared correspondence to	1.00 295.00/hr	Carl L240	$295.00
	BEF	Prepared response and objections to C. Curtis' interrogatories; reviewed authorities re same and discovery limitations; prepared correspondence to	4.20 295.00/hr	Canda L310	$1,239.00

			Hrs/Rate		Amount
		prepared correspondence to			
5/29/2015	BEF	Conferred with	0.30 295.00/hr	Canda L310	NO CHARGE
6/1/2015	BEF	Reviewed correspondence from conferred with	0.90 295.00/hr	Canda L310	$265.50
6/4/2015	BEF	Prepared answer and objection to C. Curtis' interrogatories; prepared response to C. Curtis' request for production; prepared supplemental production.	1.20 295.00/hr	Canda L310	$354.00
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L310	NO CHARGE
6/16/2015	BEF	Reviewed correspondence from C. Curtis.	0.20 295.00/hr	Canda L120	$59.00
6/18/2015	BEF	Prepared correspondence to	0.20 295.00/hr	Trust L320	NO CHARGE
6/19/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L120	NO CHARGE
	BEF	Reviewed C. Brunsting and C. Curtis stipulation and medical records for C. Brunsting.	0.50 295.00/hr	Canda L210	$147.50
	BEF	Prepared motion for summary judgment and reviewed trusts re same; reviewed correspondence from	0.60 295.00/hr	Canda L240	$177.00
6/23/2015	BEF	Prepared supplemental production.	1.80 295.00/hr	Canda L320	$531.00

			Hrs/Rate		Amount
6/23/2015	BEF	Reviewed authorities re	1.20 295.00/hr	Canda L240	$354.00
6/24/2015	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
	BEF	Conferred with	0.20 295.00/hr	Carl L120	NO CHARGE
	BEF	Conferred with	0.20 295.00/hr	Canda L120	NO CHARGE
	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
	BEF	Prepared no-evidence motion for summary judgment; conferred with reviewed trusts and testamentary power of appointment re changes for Carl Brunsting.	2.00 295.00/hr	Carl L240	$590.00
	BEF	Prepared no-evidence motion for summary judgment; conferred with reviewed trusts and testamentary power of appointment re changes for C. Curtis.	2.00 295.00/hr	Canda L120	$590.00
6/25/2015	TTT	Reviewed and revised the motion for partial summary judgment; conferred with	0.40 295.00/hr	Canda L120	$118.00
	BEF	Conferred with	0.30 295.00/hr	Carl L240	$88.50
	BEF	Conferred with	0.30 295.00/hr	Canda L120	$88.50

			Hrs/Rate		Amount
6/25/2015	BEF	Prepared motion for summary judgment; conferred with reviewed authorities re prepared correspondence to revised per correspondence.	2.80 295.00/hr	Carl L240	$826.00
	BEF	Prepared motion for summary judgment; conferred with reviewed authorities prepared correspondence to revised per	2.80 295.00/hr	Canda L240	$826.00
	BEF	Prepared supplemental production; redacted and bates-labeled files re same.	1.30 295.00/hr	Canda L320	$383.50
	BEF	Prepared supplemental production; redacted and bates-labeled files re same.	1.30 295.00/hr	Carl L320	$383.50
6/26/2015	LGR	Prepared correspondence to C. Curtis, B. Bayless, D. Smith, and N. Spielman re A. Brunsting's supplemental production.	0.30 129.50/hr	Litiga L190	$38.85
	BEF	Prepared no-evidence motion for summary judgment for filing; prepared e-service entries for counsel of record; reviewed file re strategy moving forward; prepared supplemental production.	1.10 295.00/hr	Canda L240	$324.50
6/30/2015	BEF	Reviewed trust and legal authorities re prepared trial brief re same; reviewed authorities re	2.10 295.00/hr	Canda L120	$619.50
7/1/2015	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE

			Hrs/Rate		Amount
7/1/2015	BEF	Conferred with	0.50 295.00/hr	Canda L120	$147.50
	BEF	Conferred with D. Smith and Judge Comstock re administrator and hearing on no-evidence motion for summary judgment.	0.60 295.00/hr	Canda L120	$177.00
	BEF	Prepared and filed expert designation.	0.40 295.00/hr	Canda L130	$118.00
	BEF	Prepared correspondence to prepared response to prepared response to A. Covey re C. Curtis and Drina Brunsting stipulation.	0.90 295.00/hr	Canda L120	$265.50
7/6/2015	LGR	Updated and organized client documents.	0.20 129.50/hr	Trust L140	NO CHARGE
7/7/2015	BEF	Prepared correspondence to C. Comstock re whether court will hear no-evidence motion for summary judgment in light of personal representative issue; prepared correspondence to A. Covey re same.	0.20 295.00/hr	Canda L240	$59.00
7/9/2015	SAM	Conferred with	0.30 395.00/hr	Litiga L120	NO CHARGE
	BEF	Conferred with prepared correspondence to C. Comstock re same and re DCO.	0.50 295.00/hr	Canda L240	$147.50
7/10/2015	SAM	Conferred with	0.40 395.00/hr	Litiga L120	$158.00
	BEF	Reviewed Carl Brunsting's motion for summary judgment re power of appointment exercised by Nelva and specifically referenced in the trust invalid because "irrevocable" trust; conferred with	2.40 295.00/hr	Carl L240	$708.00

			Hrs/Rate		Amount
		; reviewed authorities re prepared correspondence to C. Reed re same; prepared correspondence to Z. Foley re same.			
7/10/2015	BEF	Reviewed Carl Brunsting's second supplemental petition.	0.30 295.00/hr	Carl L210	$88.50
7/13/2015	SAM	Conferred with	0.20 395.00/hr	Canda L310	NO CHARGE
	LGR	Reviewed and organized client documents.	0.20 129.50/hr	Trust L140	NO CHARGE
	BEF	Prepared notice of hearing on no-evidence motion for summary judgment; conferred with	0.30 295.00/hr	Canda L240	$88.50
7/14/2015	BEF	Conferred with	0.60 295.00/hr	Litiga L120	$177.00
	BEF	Conferred with B. Bayless re alleged improperly recorded conversations and videos; conferred with reviewed authorities cited by B. Bayless.	0.90 295.00/hr	Carl L110	$265.50
	KRC	Reviewed notice of hearing; updated pleadings index.	0.20 129.50/hr	Canda L190	NO CHARGE
7/20/2015	BEF	Reviewed Carl Brunsting's motion for summary judgment and motion for protective order and claims re same; conferred with reviewed case file re prior counsel's production; reviewed authorities re alleged illegal recordings.	1.20 295.00/hr	Carl L240	$354.00
	SAM	Reviewed B. Bayless motion for protection re wire tap issues.	0.30 395.00/hr	Carl L350	$118.50
7/21/2015	BEF	Reviewed the recordings of Drina Brunsting.	0.20 295.00/hr	Carl L110	$59.00

			Hrs/Rate		Amount
7/21/2015	BEF	Reviewed proposed order appointing temporary administrator proposed revised same and prepared correspondence to prepared for hearing on motion to appoint temporary administrator; traveled to, attended, and returned from hearing re motion to appoint temporary administrator; conferred with	5.30 295.00/hr	Canda L230	$1,563.50
7/22/2015	BEF	Conferred with	0.50 295.00/hr	Carl L120	$147.50
7/23/2015	BEF	Reviewed B. Bayless revisions and exceptions to order appointing G. Lester; conferred with prepared correspondence to Judge Comstock re same.	0.50 295.00/hr	Carl L250	$147.50
	BEF	Prepared response to motion for protective order; reviewed Mills Shirley production re claims of prior non-production.	1.10 295.00/hr	Canda L350	$324.50
7/29/2015	BEF	Reviewed request for production and Carl Brunsting's motion for protective order; conferred with	0.50 295.00/hr	Carl L320	$147.50
7/30/2015	SAM	Reviewed the file re the motion for protection; conferred with	0.20 395.00/hr	Canda L120	NO CHARGE
	BEF	Conferred with B. Bayless re joint mutual protective order and requested extension to allow the court time to rule on protective order in light of additional discovery responses due on same day; conferred with prepared correspondence to prepared response to motion for protective order; prepared joint agreed protective order.	2.10 295.00/hr	Carl L350	$619.50

			Hrs/Rate		Amount
7/31/2015	BEF	Reviewed joint response to motion for protective order and conferred with	0.60 295.00/hr	Canda L350	$177.00
8/3/2015	LGR	Prepared response to request for production.	0.30 129.50/hr	Canda L190	$38.85
	BEF	Conferred with	0.80 295.00/hr	Canda L120	$236.00
	BEF	Prepared for, traveled to, attended, and returned from hearing on Carl Brunsting's motion for protective order.	3.20 295.00/hr	Carl L230	$944.00
	BEF	Reviewed and revised response to Carl Brunsting's request for production; reviewed authorities re options in light of claimed protective order; conferred with	3.60 295.00/hr	Carl L320	$1,062.00
8/4/2015	BEF	Reviewed correspondence from C. Comstock re proposed order on protective order; conferred with prepared response and objections to proposed protective order and reviewed authorities re	2.60 295.00/hr	Canda L350	$767.00
8/11/2015	BEF	Reviewed C. Curtis' response to motion for protective order.	0.30 295.00/hr	Canda L350	$88.50
8/13/2015	BEF	Reviewed authorities re	0.50 295.00/hr	Carl L240	$147.50
8/21/2015	SAM	Reviewed correspondence from B. Bayless re discovery intended for use at trial; reviewed the file re same.	0.30 395.00/hr	Carl L310	$118.50
8/24/2015	BEF	Conferred with	0.20 295.00/hr	Trust L120	NO CHARGE

			Hrs/Rate		Amount
9/8/2015	BEF	Prepared correspondence to prepared supplemental production.	0.20 295.00/hr	Trust L110	$59.00
9/9/2015	BEF	Conferred with	0.30 295.00/hr	Litiga L250	NO CHARGE
	BEF	Prepared response and objection to G. Lester motion to retain counsel and filed same; prepared multiple correspondence to conferred with	2.80 295.00/hr	Canda L250	$826.00
9/10/2015	BEF	Prepared for, traveled to, attended, and returned from hearing on G. Lester's motion to retain counsel; met with G. Lester and N. Spielman post-hearing re facts of the case.	3.80 295.00/hr	Canda L230	$1,121.00
	BEF	Conferred with	0.30 295.00/hr	Litiga L230	NO CHARGE
9/15/2015	BEF	Prepared supplemental production.	0.20 295.00/hr	Litiga L320	$59.00
9/17/2015	SAM	Conferred twice with	0.60 395.00/hr	Canda L120	$237.00
	BEF	Prepared for meeting with G. Lester; reviewed trust instruments, federal lawsuit, master's report, master report transcript, Carole's deposition, and source documents for master's report re same; conferred with	7.20 295.00/hr	Canda L110	$2,124.00
9/18/2015	BEF	Conferred with	0.30 295.00/hr	Litiga L120	NO CHARGE
	BEF	Prepared for and met with G. Lester re facts of the case, amount in controversy, and estate claims.	5.50 295.00/hr	Canda L160	$1,622.50
9/24/2015	BEF	Prepared correspondence to G. Lester confirming limited role of counsel.	0.20 295.00/hr	Canda L120	$59.00

			Hrs/Rate		Amount
11/4/2015	BEF	Prepared correspondence to G. Lester re attorneys fees issues and value of the farm; reviewed appraisal district records and file re same.	0.90 295.00/hr	Canda L120	$265.50
11/5/2015	BEF	Prepared correspondence to	0.20 295.00/hr	Trust L120	NO CHARGE
	BEF	Reviewed file re response to G. Lester request for appraisal and attorneys' fees issue.	0.30 295.00/hr	Canda L120	$88.50
11/9/2015	BEF	Prepared supplemental production; prepared correspondence to G. Lester re attorneys' fees and appraisal.	0.60 295.00/hr	Canda L320	$177.00
11/10/2015	BEF	Conferred with A. Covey re case status and mediation with Judge Butts.	0.30 295.00/hr	Litiga L120	$88.50
1/13/2016	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L120	NO CHARGE
	BEF	Prepared supplemental production.	0.20 295.00/hr	Canda L320	$59.00
1/14/2016	SAM	Conferred with	0.20 395.00/hr	Canda L120	$79.00
	KRC	Reviewed and organized client documents.	0.20 129.50/hr	Trust L140	NO CHARGE
	BEF	Reviewed Lester report; conferred with	0.70 295.00/hr	Canda L120	$206.50
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L120	NO CHARGE
1/15/2016	BEF	Conferred with	0.40 295.00/hr	Canda L120	$118.00

			Hrs/Rate		Amount
1/18/2016	BEF	Prepared correspondence to B. Bayless re Lester report; conferred with B. Bayless re mediators and status of the case.	0.60 295.00/hr	Carl L160	$177.00
	BEF	Conferred with prepared outline of strategy issues re same.	0.70 295.00/hr	Canda L160	$206.50
1/19/2016	KRC	Reviewed and organized client documents.	0.10 129.50/hr	Litiga L190	NO CHARGE
1/20/2016	BEF	Conferred with	0.90 295.00/hr	Canda L120	$265.50
1/26/2016	BEF	Reviewed C. Curtis' motion for summary judgment, which completely contradicts the court appointed temporary administrator's report re trust documents.	0.30 295.00/hr	Canda L240	$88.50
	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L240	NO CHARGE
1/28/2016	BEF	Conferred with	0.60 295.00/hr	Canda L120	$177.00
	BEF	Conferred with reviewed file re same.	0.80 295.00/hr	Canda L120	$236.00
	BEF	Prepared correspondence to A. Covey re status of the case and mediators.	0.20 295.00/hr	Canda L120	$59.00
1/29/2016	BEF	Prepared correspondence to	0.10 295.00/hr	Litiga L120	NO CHARGE
2/8/2016	BEF	Prepared correspondence to	0.10 295.00/hr	Litiga L120	NO CHARGE

			Hrs/Rate		Amount
2/10/2016	BEF	Reviewed E. Andell's CV and correspondence re mediators.	0.10 295.00/hr	Canda L160	$29.50
2/19/2016	BEF	Prepared correspondence to counsel re status conference.	0.10 295.00/hr	Canda L120	$29.50
2/24/2016	SAM	Conferred with	0.30 395.00/hr	Canda L120	$118.50
	BEF	Met with	0.30 295.00/hr	Litiga L120	NO CHARGE
2/26/2016	SAM	Conferred with A. Covey re pending issues and mediators; prepared correspondence to A. Covey re same; reviewed correspondence from Carole Brunsting re termination of the Crain Caton representation; prepared correspondence to	0.50 395.00/hr	Litiga L190	$197.50
3/1/2016	SAM	Reviewed the file re conferred with prepared correspondence to conferred with	2.30 395.00/hr	Canda L120	$908.50
3/2/2016	SAM	Conferred with	0.30 395.00/hr	Litiga L120	NO CHARGE
3/3/2016	SAM	Prepared file memo re pending issues.	0.50 395.00/hr	Canda L120	$197.50
	KRC	Reviewed correspondence re motion to transfer.	0.10 129.50/hr	Litiga L190	NO CHARGE
3/4/2016	SAM	Reviewed new filings with the court.	0.30 395.00/hr	Canda L120	$118.50
3/7/2016	SAM	Reviewed the file re production and related outstanding issues; prepared outline re same.	1.00 395.00/hr	Canda L120	$395.00

			Hrs/Rate		Amount
3/8/2016	SAM	Reviewed the file re status conference hearing; prepared issue outline re same.	0.60 395.00/hr	Canda L120	$237.00
	KRC	Prepared designation of attorney in charge; prepared correspondence to the court re same.	0.50 129.50/hr	Canda L190	NO CHARGE
3/9/2016	SAM	Prepared for, traveled to, attended, and returned from extended status conference with the court.	5.00 395.00/hr	Canda L230	$1,975.00
	KRC	Reviewed and organized client documents; updated pleadings index.	0.20 129.50/hr	Litiga L140	NO CHARGE
3/10/2016	SAM	Reviewed correspondence from and prepared correspondence to S. Griffin re strategy issues; reviewed the file re outstanding issues; prepared	1.30 395.00/hr	Canda L120	$513.50
	KRC	Reviewed correspondence from the court re mediation.	0.10 129.50/hr	Canda L190	NO CHARGE
3/15/2016	SAM	Reviewed correspondence from the court re mediation of the case.	0.10 395.00/hr	Canda L120	NO CHARGE
3/17/2016	SAM	Reviewed correspondence from the parties re mediation with Judge Davidson.	0.20 395.00/hr	Canda L160	$79.00
3/18/2016	SAM	Conferred with	0.40 395.00/hr	Canda L120	$158.00
3/19/2016	SAM	Prepared for and conferred with prepared file memo re same.	1.80 395.00/hr	Canda L120	$711.00
3/26/2016	SAM	Reviewed correspondence from the parties re mediation of the case.	0.20 395.00/hr	Canda L120	$79.00
3/27/2016	SAM	Reviewed multiple correspondence re mediation of the case; prepared correspondence to Judge Davidson re same.	0.20 395.00/hr	Canda L160	$79.00

			Hrs/Rate		Amount
3/28/2016	SAM	Reviewed correspondence from	0.10 395.00/hr	Litiga L160	NO CHARGE
3/29/2016	SAM	Conferred with	0.30 395.00/hr	Litiga L160	NO CHARGE
	TJJ	conferred with	0.70 195.00/hr	Canda L160	$136.50
3/31/2016	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L120	$79.00
4/7/2016	SAM	Reviewed the court's file re case status.	0.20 395.00/hr	Litiga L120	NO CHARGE
4/11/2016	EJW	Reviewed case file re report of temporary administrator pending contest	0.30 250.00/hr	Canda L190	NO CHARGE
4/16/2016	SAM	Reviewed correspondence from C. Curtis re motion for sanctions; reviewed same.	0.50 395.00/hr	Canda L250	$197.50
4/24/2016	SAM	Reviewed correspondence from prepared correspondence to C. Curtis re same.	0.40 395.00/hr	Canda L120	$158.00
4/26/2016	SAM	Reviewed correspondence from B. Bayless re trust accounting; prepared correspondence to B. Bayless and other beneficiaries re same.	0.30 395.00/hr	Trust L120	$118.50
4/29/2016	SAM	Prepared correspondence to and reviewed correspondence from prepared outline re accounting update and document production.	0.50 395.00/hr	Canda L120	$197.50
5/3/2016	SAM	Met with prepared file memo re same.	1.50 395.00/hr	Canda L120	$592.50

			Hrs/Rate		Amount
5/4/2016	SAM	Conferred with conferred with reviewed the production to date; prepared correspondence to the parties re same.	1.50 395.00/hr	Canda L310	$592.50
	TJJ	Prepared spreadsheet re trust distribution analysis; conferred with	1.70 195.00/hr	Canda L440	$331.50
5/5/2016	TJJ	Prepared spreadsheet re trust distribution analysis.	2.90 195.00/hr	Canda L440	$565.50
5/10/2016	SAM	Reviewed bank, brokerage, and tax documents produced by prepared correspondence to prepared correspondence to the parties re same	2.70 395.00/hr	Canda L310	$1,066.50
	TJJ	Reviewed file to confirm and update documents produced and to be produced.	2.50 195.00/hr	Canda L320	$487.50
5/11/2016	TJJ	Reviewed file to confirm and update documents produced and to be produced.	2.00 195.00/hr	Canda L320	$390.00
5/12/2016	TJJ	Reviewed file to confirm and update documents produced and to be produced; prepared file memo re same.	1.50 195.00/hr	Canda L320	$292.50
5/13/2016	TJJ	Reviewed file to confirm and update documents produced and to be produced; prepared file memo re same.	2.10 195.00/hr	Canda L320	$409.50
5/16/2016	SAM	Reviewed correspondence from reviewed same; reviewed documents to be produced to the parties.	0.60 395.00/hr	Canda L310	$237.00
	TJJ	Reviewed file to confirm and update documents produced and to be produced; reviewed correspondence from	0.70 195.00/hr	Canda L320	$136.50

			Hrs/Rate		Amount
5/16/2016	EJW	Reviewed correspondence from R. Munson re settlement agreement.	0.10 250.00/hr	Canda L190	NO CHARGE
5/17/2016	SAM	Reviewed and organized documents to be produced to the parties; prepared correspondence to the parties re same.	1.30 395.00/hr	Canda L310	$513.50
	TJJ	Reviewed file to confirm and update documents produced and to be produced; prepared correspondence re production of Bank of America account statements; prepared account statements to be produced.	2.40 195.00/hr	Canda L320	$468.00
5/18/2016	SAM	Reviewed, organized, and produced the Bank of America statements to the parties.	0.30 395.00/hr	Canda L310	$118.50
	EJW	Reviewed file re outstanding issues and C. Curtis filing.	0.40 250.00/hr	Canda L190	$100.00
	TJJ	Prepared correspondence to all parties re production of account statements.	0.40 195.00/hr	Trust L320	$78.00
5/19/2016	SAM	Prepared correspondence to reviewed documents to produce to the other parties; prepared correspondence to	0.50 395.00/hr	Canda L310	$197.50
	KSM	Prepared bate labels for the document production.	1.50 129.50/hr	Canda L140	$194.25
5/20/2016	SAM	Conferred several times with	0.40 395.00/hr	Canda L310	NO CHARGE
	KSM	Prepared bates labels for the document production; conferred with	1.20 129.50/hr	Canda L140	$155.40
5/23/2016	SAM	Reviewed and organized documents to be produced to all parties; prepared correspondence to the parties re same.	4.30 395.00/hr	Canda L310	$1,698.50

			Hrs/Rate		Amount
5/23/2016	KSM	Prepared bate labels for the document production.	3.00 129.50/hr	Canda L140	$388.50
5/24/2016	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re production of documents.	0.20 395.00/hr	Carl L310	NO CHARGE
6/1/2016	SAM	Reviewed correspondence from Judge Davidson re mediation of the case; reviewed correspondence from B. Bayless re same.	0.20 395.00/hr	Litiga L160	$79.00
6/4/2016	SAM	Reviewed the file re status of production of bank and brokerage statements; prepared correspondence to	0.20 395.00/hr	Litiga L310	$79.00
6/5/2016	SAM	Prepared correspondence to and reviewed correspondence from	0.20 395.00/hr	Canda L310	NO CHARGE
6/7/2016	SAM	Reviewed the file re documents to produce to the parties; organized same.	0.50 395.00/hr	Canda L310	$197.50
6/11/2016	SAM	Reviewed the May 2016 bank and brokerage statements; prepared correspondence to the parties re production of same; reviewed correspondence from D. Munson re execution of the settlement agreement.	0.80 395.00/hr	Canda L310	$316.00
6/13/2016	SAM	Reviewed the temporary administrator's report; reviewed the file re outstanding issues; reviewed the E. Brunsting administration; prepared outline re pending issues.	0.50 395.00/hr	Canda L120	$197.50
	TJJ	Prepared settlement agreement re trust dispersals.	2.40 195.00/hr	Canda L250	$468.00
6/14/2016	TJJ	Prepared settlement agreement re trust dispersals; reviewed pleadings and prepared a file memo re claims for motion for summary judgment.	1.90 195.00/hr	Canda L250	$370.50

			Hrs/Rate		Amount
6/16/2016	SAM	Reviewed the file re mediation issues; prepared correspondence to	0.20 395.00/hr	Litiga L160	NO CHARGE
6/17/2016	SAM	Conferred with reviewed correspondence from and prepared correspondence to	0.60 395.00/hr	Canda L160	$237.00
	EJW	Conferred with	0.20 250.00/hr	Litiga L190	NO CHARGE
6/20/2016	EJW	Reviewed the file re outstanding issues; revised the mediation memo.	2.10 250.00/hr	Canda L190	$525.00
6/21/2016	SAM	Conferred with the court reporter re hearing transcripts requested by C. Curtis; prepared correspondence to the court reporter re same.	0.20 395.00/hr	Canda L120	$79.00
	EJW	Revised the mediation memo.	0.70 250.00/hr	Canda L190	$175.00
	SPA	Prepared correspondence to the court re trial transcript request.	0.40 129.50/hr	Canda L190	$51.80
6/22/2016	SAM	Reviewed and revised the settlement agreement.	1.00 395.00/hr	Canda L120	$395.00
	EJW	Revised the settlement agreement and mediation memo.	1.20 250.00/hr	Canda L320	$300.00
6/25/2016	NM	Prepared the settlement agreement.	1.00 129.50/hr	Canda L120	$129.50
6/27/2016	SAM	Reviewed correspondence from	0.20 395.00/hr	Canda L120	NO CHARGE
	EJW	Revised the mediation memo.	0.40 250.00/hr	Canda L190	$100.00

			Hrs/Rate		Amount
6/29/2016	SAM	Reviewed correspondence from and prepared correspondence to all parties re the mediation.	0.20 395.00/hr	Canda L120	$79.00
6/30/2016	SAM	Conferred with prepared correspondence reviewed accounting documents produced by	1.30 395.00/hr	Canda L160	$513.50
7/1/2016	SAM	Reviewed bank and brokerage statements from reviewed the updated accounting.	0.60 395.00/hr	Trust L310	$237.00
7/5/2016	SAM	Reviewed correspondence from Carole Brunsting re unavailability for the mediation; conferred with prepared correspondence to Carole Brunsting re same; reviewed the 2012 federal lawsuit.	1.00 395.00/hr	Litiga L160	$395.00
7/6/2016	SAM	Reviewed correspondence from reviewed the file re same.	0.80 395.00/hr	Trust L120	$316.00
	SAM	Reviewed correspondence from and prepared correspondence to Judge Davidson's office re the need to reschedule the mediation; reviewed correspondence from and prepared correspondence to B. Bayless re same; reviewed correspondence from and prepared correspondence to reviewed correspondence from	0.80 395.00/hr	Canda L160	$316.00
7/7/2016	SAM	Reviewed correspondence from reviewed correspondence from C. Curtis re Rule 60(b) motion in the 2012 federal court case; prepared correspondence to all parties re same; reviewed correspondence from and prepared correspondence to	0.80 395.00/hr	Canda L120	$316.00
7/9/2016	SAM	Reviewed and organized documents produced in the case; determined additional documents to be produced.	0.60 395.00/hr	Canda L310	$237.00

			Hrs/Rate		Amount
7/12/2016	SAM	Reviewed documents to produce.	0.30 395.00/hr	Canda L120	$118.50
7/19/2016	SAM	Prepared correspondence to all parties re mediation of the case with Judge Davidson.	0.20 395.00/hr	Canda L160	$79.00
7/26/2016	SAM	Reviewed correspondence from and prepared correspondence to all parties re an August mediation; prepared correspondence to	0.50 395.00/hr	Canda L120	$197.50
7/27/2016	SAM	Reviewed the file re mediation issue; prepared correspondence to all parties re same.	0.30 395.00/hr	Canda L160	$118.50
7/28/2016	SAM	Prepared correspondence to prepared correspondence to	0.30 395.00/hr	Canda L160	$118.50
7/29/2016	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L120	NO CHARGE
8/3/2016	SAM	Prepared correspondence to	0.20 395.00/hr	Canda L160	$79.00
8/4/2016	SAM	Reviewed Rule 60(b) and motion for sanctions filed by C. Curtis in the federal court case.	0.30 395.00/hr	Canda L120	$118.50
8/11/2016	SAM	Conferred with reviewed correspondence from Z. Foley re same.	0.70 395.00/hr	Canda L160	$276.50
8/25/2016	SAM	Reviewed and organized documents produced and to be produced; conferred with	0.30 395.00/hr	Canda L390	$118.50
	TJJ	Conferred with reviewed and organized documents produced and to be produced.	0.40 195.00/hr	Canda L390	$78.00
8/26/2016	SAM	Reviewed and organized documents produced and to be produced; conferred with	1.00 395.00/hr	Canda L390	$395.00

			Hrs/Rate		Amount
8/26/2016	TJJ	Reviewed and organized documents produced and to be produced; conferred with	1.80 195.00/hr	Canda L390	$351.00
8/29/2016	SAM	Reviewed documents produced by	0.80 395.00/hr	Canda L310	$316.00
	TJJ	Reviewed and organized documents produced and to be produced.	7.20 195.00/hr	Canda L390	$1,404.00
8/30/2016	SAM	Reviewed and organized documents to be produced.	0.30 395.00/hr	Canda L120	$118.50
	TJJ	Reviewed and organized documents produced and to be produced.	4.00 195.00/hr	Canda L390	$780.00
8/31/2016	TJJ	Reviewed and organized documents produced and to be produced;	8.10 195.00/hr	Canda L390	$1,579.50
9/1/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	8.70 195.00/hr	Canda L390	$1,696.50
9/2/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	7.50 195.00/hr	Canda L390	$1,462.50
9/6/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	6.10 195.00/hr	Canda L390	$1,189.50
9/14/2016	SAM	Reviewed the file re documents to produce.	0.50 395.00/hr	Canda L320	$197.50
9/20/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	4.40 195.00/hr	Canda L390	$858.00
9/21/2016	SAM	Reviewed correspondence from and prepared correspondence to reviewed correspondence from and conferred with reviewed the	0.80 395.00/hr	Litiga L120	$316.00

			Hrs/Rate		Amount
		prior court orders re same; prepared correspondence to reviewed reorganization of the produced documents.			
9/21/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	4.00 195.00/hr	Canda L390	$780.00
	TJJ	Reviewed the court orders re taxes and the farm lease; prepared memo re same; conferred with	3.00 195.00/hr	Litiga L190	$585.00
9/22/2016	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Trust L120	NO CHARGE
	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	6.80 195.00/hr	Canda L390	$1,326.00
9/26/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	5.50 195.00/hr	Canda L390	$1,072.50
9/27/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	5.00 195.00/hr	Canda L390	$975.00
9/28/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	3.90 195.00/hr	Canda L390	$760.50
9/29/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	3.10 195.00/hr	Canda L390	$604.50
9/30/2016	SAM	Met with	0.30 395.00/hr	Canda L120	$118.50

			Hrs/Rate		Amount
9/30/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	0.50 195.00/hr	Canda L390	$97.50
10/3/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	0.60 195.00/hr	Canda L390	$117.00
10/13/2016	SAM	Conferred with	0.20 395.00/hr	Trust L310	$79.00
10/18/2016	SAM	Reviewed the file re accounting update to produce.	0.50 395.00/hr	Trust L150	$197.50
11/8/2016	SAM	Conferred with ; reviewed same.	0.50 395.00/hr	Canda L310	$197.50
	TJJ	Reviewed and organized documents to produce re accounting update; prepared correspondence to A. Brunsting, Carole Brunsting, C. Curtis, and Carl Brunsting re same.	1.80 195.00/hr	Litiga L390	$351.00
	KSM	Conferred with	3.00 129.50/hr	Canda L140	$388.50
11/14/2016	SAM	Reviewed the file re accounting updates to provide; prepared correspondence to	0.30 395.00/hr	Trust L310	$118.50
11/17/2016	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman and B. Bayless re settlement conference.	0.20 395.00/hr	Carl L160	$79.00
11/21/2016	SAM	Prepared for, attended, and returned from the	1.50 395.00/hr	Carl L160	$592.50
11/22/2016	TJJ	Reviewed Carl Brunsting's motion for summary judgment; prepared file memo re same.	1.00 195.00/hr	Carl L240	$195.00

			Hrs/Rate		Amount
11/28/2016	TJJ	Prepared correspondence to Carl, Candace, Carole, and Amy Brunsting re June, July and August bank statements.	0.40 195.00/hr	Trust L190	$78.00
12/6/2016	TJJ	Reviewed Carl Brunsting's motion for summary judgment; prepared motion for summary judgment re no contest clause.	1.30 195.00/hr	Carl L240	$253.50
12/7/2016	SAM	Reviewed correspondence from B. Bayless and N. Spielman re scheduling issues; reviewed the court's electronic docket sheet re same.	0.20 395.00/hr	Carl L190	$79.00
	TJJ	Prepared motion for summary judgment re no contest clause.	1.00 195.00/hr	Canda L240	$195.00
12/8/2016	SAM	Reviewed the file re discovery produced and to be produced.	0.50 395.00/hr	Litiga L310	$197.50
12/27/2016	SAM	Conferred with reviewed same; reviewed correspondence from C. Brunsting re interim distribution; prepared correspondence to prepared correspondence to	1.20 395.00/hr	Trust L120	$474.00
	TJJ	Prepared correspondence to Carole Brunsting, Carl Brunsting, Candace Curtis, and Amy Brunsting re accounting update for June-September 2016.	0.40 195.00/hr	Trust L320	$78.00
	TJJ	Reviewed the Qualified Beneficiary Designation re distributions; reviewed the orders re same; conferred with	1.00 195.00/hr	Canda L250	$195.00
12/28/2016	SAM	Reviewed correspondence from and prepared correspondence to ; prepared correspondence to prepared correspondence to Carole Brunsting re same.	0.80 395.00/hr	Litiga L120	$316.00

			Hrs/Rate		Amount
12/29/2016	SAM	Prepared correspondence to Carole Brunsting re her demand for distribution; reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
1/6/2017	SAM	Reviewed the file re accounting records to produce.	0.50 395.00/hr	Trust L320	$197.50
	TJJ	Conferred with	0.20 195.00/hr	Trust L150	NO CHARGE
	KSM	Conferred with reviewed and organized documents for production.	2.00 129.50/hr	Canda L140	$259.00
1/30/2017	SAM	Reviewed correspondence from C. Brunsting re production of accounting records; reviewed the file re same.	0.20 395.00/hr	Trust L320	$79.00
1/31/2017	SAM	Reviewed the accounting records to produce; conferred with conferred with	2.40 395.00/hr	Trust L320	$948.00
	TJJ	Conferred with conferred with	0.30 195.00/hr	Trust L390	NO CHARGE
	ML	Reviewed and organized documents for production; conferred with	1.00 129.50/hr	Canda L190	$129.50
2/9/2017	SAM	Reviewed and organized documents for production for the Brunsting parties.	0.30 395.00/hr	Canda L120	$118.50
2/10/2017	SAM	Reviewed and organized documents for production for the Brunsting parties.	0.30 395.00/hr	Canda L120	$118.50
2/13/2017	SAM	Conferred with reviewed the file re same.	0.50 395.00/hr	Trust L310	$197.50
	TJJ	Prepared correspondence to C. Curtis, Carol Brunsting, Carl Brunsting, and Amy Brunsting re accounting update for June to September 2016; reviewed the	1.80 195.00/hr	Trust L320	$351.00

			Hrs/Rate		Amount
		conferred with			
2/15/2017	TJJ	Prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re accounting update for September 2016 to February 2017.	1.00 195.00/hr	Trust L320	$195.00
2/17/2017	TJJ	Revised correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re accounting update for June to September 2016.	0.40 195.00/hr	Trust L320	$78.00
2/18/2017	SAM	Reviewed the accounting to be updated; prepared file memo to	0.30 395.00/hr	Trust L150	$118.50
2/21/2017	SAM	Conferred several times with reviewed same; prepared correspondence to the parties re same; prepared correspondence to	0.80 395.00/hr	Trust L320	$316.00
	TJJ	Prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re June 2016 to February 2017 accounting updates; reviewed and organized the financial statements to be produced; conferred with	2.50 195.00/hr	Trust L320	$487.50
2/22/2017	SAM	Reviewed and revised the document production.	0.30 395.00/hr	Canda L320	$118.50
	TJJ	Prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re accounting update for September 2016 to February 2017.	0.60 195.00/hr	Trust L320	$117.00
2/23/2017	SAM	Reviewed the revised accounting to be produced to the Brunsting parties; conferred with reviewed correspondence from C. Brunsting re same.	0.60 395.00/hr	Trust L110	$237.00

			Hrs/Rate		Amount
2/23/2017	TJJ	Review correspondence from Carole Brunsting re account updates; prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re accounting update for September 2016 to January 2017.	1.80 195.00/hr	Trust L320	$351.00
2/24/2017	SAM	Reviewed and organized the financial records to produce; prepared master correspondence to the parties re same.	2.80 395.00/hr	Trust L120	$1,106.00
	TJJ	Prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting.	1.10 195.00/hr	Litiga L320	NO CHARGE
2/27/2017	SAM	Reviewed correspondence from and prepared correspondence to C. Brunsting re accounting documents.	0.20 395.00/hr	Trust L310	$79.00
3/1/2017	SAM	Reviewed correspondence from C. Brunsting re accounting records.	0.20 395.00/hr	Trust L310	$79.00
3/2/2017	SAM	Reviewed and organized the accounting records; prepared correspondence to the Brunsting parties re same; conferred several times with	2.00 395.00/hr	Trust L150	$790.00
	TJJ	Prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re accounting update for September 2016 to November 2016; conferred with	1.00 195.00/hr	Trust L320	$195.00
3/3/2017	SAM	Revised correspondence to the parties re the December 2016 and January 2017 accounting records.	0.30 395.00/hr	Trust L120	$118.50
	TJJ	Prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re accounting update for December 2016 and January 2017.	0.80 195.00/hr	Trust L320	$156.00

			Hrs/Rate		Amount
3/24/2017	SAM	Reviewed correspondence from Carole Brunsting re discovery issues; reviewed the file re same.	0.20 395.00/hr	Litiga L310	$79.00
3/28/2017	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re trust disbursement issues.	0.20 395.00/hr	Trust L120	$79.00
4/11/2017	SAM	Reviewed correspondence from the CPA re tax returns; reviewed correspondence from	0.30 395.00/hr	Trust L120	$118.50
4/17/2017	TJJ	Reviewed and organized bank, stock, and tax documents re accounting update.	1.60 195.00/hr	Trust L150	$312.00
4/19/2017	SAM	Reviewed correspondence from and prepared correspondence to C. Brunsting re distribution issues; reviewed the file re same; prepared correspondence to	0.80 395.00/hr	Trust L120	$316.00
	SAM	Conferred with	0.20 395.00/hr	Trust L120	NO CHARGE
5/1/2017	SAM	Conferred with	0.20 395.00/hr	Trust L150	NO CHARGE
	TJJ	Conferred with	2.90 195.00/hr	Trust L320	$565.50
		Reviewed and revised same; prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re tax documents and accounting summary; conferred with			
5/2/2017	SAM	Reviewed the accounting update for the first quarter of 2017; prepared correspondence to all parties re same.	0.60 395.00/hr	Trust L310	$237.00

			Hrs/Rate		Amount
5/5/2017	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Trust L120	NO CHARGE
5/12/2017	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re distribution issues.	0.30 395.00/hr	Trust L120	$118.50
5/16/2017	SAM	Conferred with ; conferred with	1.20 395.00/hr	Litiga L120	$474.00
5/18/2017	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Litiga L120	NO CHARGE
5/24/2017	SAM	Reviewed correspondence from and prepared correspondence to A. and Carole Brunsting re settlement conference.	0.20 395.00/hr	Litiga L120	$79.00
5/25/2017	SAM	Reviewed correspondence from and prepared correspondence to A. and Carole Brunsting re meeting; prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
5/30/2017	SAM	Reviewed the court's file re status; prepared correspondence to reviewed correspondence from B. Bayless re settlement.	0.30 395.00/hr	Carl L120	$118.50
6/9/2017	SAM	Prepared for and attended a settlement conference with Carole Brunsting and Anita Brunsting.	2.50 395.00/hr	Litiga L160	$987.50
6/23/2017	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless re tolling agreement; conferred with reviewed and revised the tolling agreement; prepared correspondence to B. Bayless re same.	1.00 395.00/hr	Carl L190	$395.00

			Hrs/Rate		Amount
7/13/2017	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re tolling agreement.	0.20 395.00/hr	Carl L120	$79.00
8/1/2017	SAM	Conferred with	0.30 395.00/hr	Litiga L120	NO CHARGE
9/15/2017	SAM	Conferred with conferred with prepared correspondence to Carole Brunsting re same; conferred with Carole Brunsting re same.	1.30 395.00/hr	Litiga L120	$513.50
9/20/2017	SAM	Conferred with	0.20 395.00/hr	Trust L120	NO CHARGE
	SAM	Reviewed the file re pending issues and the accounting.	0.20 395.00/hr	Trust L120	$79.00
10/24/2017	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE
12/14/2017	EJW	Conferred with reviewed the file re same and work assignments.	0.50 250.00/hr	Canda L120	NO CHARGE
	SAM	Reviewed correspondence from J. Young re the temporary administrator's fees and court approval re same; reviewed the court's file re same; conferred with	0.70 395.00/hr	Canda L120	$276.50
12/15/2017	SAM	Prepared correspondence to all beneficiaries re proposed distributions; conferred with reviewed correspondence from and prepared correspondence to J. Young re fee disbursements for G. Lester and her firm; reviewed the file re same.	1.70 395.00/hr	Canda L120	$671.50
12/16/2017	SAM	Reviewed correspondence from J. Young re fees to the temporary administrator.	0.20 395.00/hr	Canda L120	$79.00

			Hrs/Rate		Amount
12/18/2017	SAM	Reviewed correspondence from and prepared correspondence to	0.50 395.00/hr	Canda L120	$197.50
2/9/2018	SAM	Reviewed correspondence from C. Brunsting re accounting update; reviewed the file re same; prepared correspondence to conferred with	0.40 395.00/hr	Trust L120	$158.00
	TJJ	Reviewed file re last accounting update; reviewed	0.60 195.00/hr	Trust L150	$117.00
	TJJ	Conferred with	0.20 195.00/hr	Trust L150	NO CHARGE
2/10/2018	SAM	Reviewed correspondence from	0.20 395.00/hr	Trust L120	$79.00
2/28/2018	EJW	Conferred with	0.20 250.00/hr	Trust L120	NO CHARGE
	SAM	Conferred with	0.20 395.00/hr	Trust L120	$79.00
3/1/2018	TJJ	Reviewed file re trust accounting update; reviewed correspondence from reviewed and organized bank and stock statements from prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re same.	2.60 195.00/hr	Trust L150	$507.00
	SAM	Conferred with	0.30 395.00/hr	Trust L150	$118.50
	TJJ	Conferred with	0.30 195.00/hr	Trust L150	NO CHARGE

			Hrs/Rate		Amount
3/2/2018	TJJ	Prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re trust accounting updates; reviewed and organized trust bank and stock statements re same.	3.40 195.00/hr	Trust L150	$663.00
3/7/2018	SAM	Reviewed the accounting records and production of same.	0.30 395.00/hr	Trust L150	$118.50
3/8/2018	NM	Prepared multiple correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and A. Brunsting re accounting update from April 2017 through May 2018.	1.60 129.50/hr	Trust L150	$207.20
	SAM	Reviewed and revised the probate accounting for the time periods April 2017 through May 2018.	1.00 395.00/hr	Trust L150	$395.00
3/9/2018	SAM	Reviewed the accounting to be produced; reviewed correspondence from and prepared correspondence B. Bayless re payment of the temporary administrator fees.	0.60 395.00/hr	Trust L150	$237.00
3/10/2018	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re fees paid to the temporary administrator.	0.20 395.00/hr	Trust L190	$79.00
3/19/2018	SAM	Reviewed the accounting records; conferred with	0.50 395.00/hr	Trust L150	$197.50
	TJJ	Reviewed and organized all records re trust accounting.	4.50 195.00/hr	Trust L150	$877.50
	TJJ	Conferred with	0.30 195.00/hr	Trust L150	NO CHARGE
3/20/2018	SAM	Conferred several times with	1.20 395.00/hr	Trust L150	$474.00

reviewed and organized same.

			Hrs/Rate		Amount
3/20/2018	TJJ	Reviewed and organized all trust accounting documents; reviewed Anita and Amy Brunsting's prior production re same.	6.00 195.00/hr	Trust L320	$1,170.00
	TJJ	Conferred with	0.50 195.00/hr	Trust L320	NO CHARGE
3/27/2018	TJJ	Reviewed and organized client documents re accounting updates and prior production.	0.70 195.00/hr	Trust L320	$136.50
3/28/2018	TJJ	Reviewed and organized client documents re accounting updates and prior production.	0.50 195.00/hr	Trust L320	$97.50
4/2/2018	TJJ	Reviewed and organized client documents re accounting updates and prior production.	0.50 195.00/hr	Trust L320	$97.50
5/23/2018	SAM	Met with	0.30 395.00/hr	Litiga L120	$118.50
6/26/2018	SAM	Reviewed and executed the tolling agreement for B. Bayless; processed the execution of the tolling agreement; prepared correspondence to B. Bayless and N. Spielman re same; prepared correspondence to	1.00 395.00/hr	Carl L120	$395.00
	SAM	Reviewed correspondence from and prepared to Carole Brunsting re meeting.	0.20 395.00/hr	Litiga L160	$79.00
6/27/2018	SAM	Met with Carole Brunsting re settlement.	1.50 395.00/hr	Litiga L160	$592.50
6/28/2018	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re the tolling agreement; reviewed and executed the tolling agreement for Carl Brunsting.	0.60 395.00/hr	Carl L190	$237.00
7/12/2018	TJJ	Reviewed correspondence from reviewed client documents re same.	0.60 195.00/hr	Trust L150	$117.00

			Hrs/Rate		Amount
7/12/2018	SAM	Reviewed the file re accounting issues.	0.20 395.00/hr	Trust L150	$79.00
7/23/2018	SAM	Reviewed correspondence from	0.20 395.00/hr	Trust L320	$79.00
7/31/2018	MT	Updated litigation index re Carl Brunsting's partial motion for summary judgment; reviewed and prepared docket matters re same.	0.30 129.50/hr	Carl L240	$38.85
8/10/2018	TJJ	Reviewed Carl Brunsting's partial motion for summary judgment.	0.50 195.00/hr	Carl L240	$97.50
	SAM	Conferred with	0.30 395.00/hr	Carl L240	$118.50
	TJJ	Conferred with	0.30 195.00/hr	Carl L240	NO CHARGE
8/13/2018	TJJ	Reviewed and bates-labeled trust accounting documents from Anita Brunsting; prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re trust accounting update.	3.30 195.00/hr	Trust L320	$643.50
8/15/2018	TJJ	Prepared Anita Brunsting's response to Carl Brunsting's partial motion for summary judgment.	0.50 195.00/hr	Carl L240	$97.50
8/16/2018	TJJ	Prepared Anita Brunsting's response to Carl Brunsting's motion for partial summary judgment; reviewed trust documents re same; reviewed authorities re	4.20 195.00/hr	Carl L240	$819.00
8/20/2018	TJJ	Reviewed C. Curtis' plea in abatement re Carl Brunsting's motion for partial summary judgment.	0.30 195.00/hr	Carl L240	$58.50
	MT	Updated litigation index re plea in abatement.	0.20 129.50/hr	Litiga L210	NO CHARGE

			Hrs/Rate		Amount
8/21/2018	TJJ	Prepared Anita Brunsting's response to Carl Brunsting's motion for partial summary judgment; reviewed authorities re trust construction; prepared file memo re same; prepared motion for continuance re same.	4.50 195.00/hr	Carl L240	$877.50
	SAM	Reviewed the file memo re the QBD (qualified beneficiary designation); conferred with T. Jadloski re same; prepared correspondence to	1.80 395.00/hr	Canda L120	$711.00
	TJJ	Conferred with	0.40 195.00/hr	Canda L120	NO CHARGE
8/22/2018	TJJ	Prepared defendants' joint motion for continuance re Carl Brunsting's motion for partial summary judgment; reviewed Harris County clerk's record re same; prepared S. Mendel's affidavit in support of same; reviewed authorities re same; prepared file memo re response to Carl Brunsting's motion for partial summary judgment; prepared correspondence to	4.90 195.00/hr	Carl L240	$955.50
	SAM	Reviewed the file re pending issues, including, but not limited to, Carl Brunsting's motion for summary judgment; conferred with prepared correspondence to prepared correspondence to	0.60 395.00/hr	Carl L240	$237.00
8/23/2018	TJJ	Prepared defendants' joint motion for continuance re Carl Brunsting's motion for partial summary judgment and supporting affidavit; prepared correspondence to and reviewed correspondence from reviewed correspondence reviewed temporary administrator's report re same; reviewed master's report re same.	2.20 195.00/hr	Carl L240	$429.00

			Hrs/Rate		Amount
8/24/2018	TJJ	Prepared memo re response to Carl Brunsting's motion for partial summary judgment; prepared defendants' joint response to Carl Brunsting's motion for partial summary judgment.	1.40 195.00/hr	Carl L240	$273.00
	MT	Reviewed and prepared docket matters re response to Carl Brunsting's partial motion for summary judgment.	0.20 129.50/hr	Carl L240	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to C. Brunsting re accounting issues.	0.20 395.00/hr	Trust L150	$79.00
	SAM	Reviewed and revised the file memo re response to Carl Brunsting's motion for partial summary judgment; conferred with	0.40 395.00/hr	Carl L240	$158.00
	TJJ	Conferred with	0.20 195.00/hr	Carl L240	NO CHARGE
8/27/2018	TJJ	Prepared correspondence to Carl Brunsting, Carole Brunsting, Amy Brunsting, and C. Curtis re trust accounting update.	0.30 195.00/hr	Trust L320	$58.50
	TJJ	Prepared defendants' joint response to Carl Brunsting's motion for partial summary judgment; prepared defendant's joint motion for continuance re Carl Brunsting's motion for partial summary judgment; filed and served same.	2.30 195.00/hr	Carl L240	$448.50
	SAM	Reviewed and revised the motion for continuance as to Carl Brunsting's motion for summary judgment; reviewed correspondence from	0.80 395.00/hr	Carl L240	$316.00
	SAM	Reviewed the accountings to be produced; prepared correspondence to all parties re monthly accountings for the time period February - June 2018.	0.50 395.00/hr	Trust L320	$197.50

			Hrs/Rate		Amount
8/28/2018	TJJ	Prepared order granting motion for continuance; reviewed and filed same; conferred with conferred with court clerk re hearing on same; prepared correspondence to Judge Comstock re same; prepared defendants' joint response to Carl Brunsting's motion for partial summary judgment; prepared correspondence to	4.60 195.00/hr	Carl L240	$897.00
	SAM	Reviewed and revised the joint motion for continuance; reviewed and revised the joint response to the QBD motion for summary judgment; conferred with	1.50 395.00/hr	Carl L240	$592.50
	TJJ	Conferred with	0.40 195.00/hr	Carl L240	NO CHARGE
8/29/2018	TJJ	Revised correspondence to ; prepared same; conferred with reviewed and filed same.	3.60 195.00/hr	Carl L240	$702.00
	MT	Updated litigation index re notice of hearing re joint motion for continuance.	0.10 129.50/hr	Carl L240	NO CHARGE
	SAM	Reviewed and revised the response to Carl Brunsting's motion for summary judgment; reviewed correspondence from reviewed the trust re the QBD provisions.	1.20 395.00/hr	Carl L240	$474.00
8/30/2018	TJJ	Prepared order denying Carl Brunsting's motion for partial summary judgment; reviewed and filed same.	0.50 195.00/hr	Carl L240	$97.50
	MT	Updated litigation index re response to partial motion for summary judgment.	0.10 129.50/hr	Carl L240	NO CHARGE
9/4/2018	TJJ	Reviewed C. Curtis' addendum to plea in abatement; reviewed authorities re	0.00 195.00/hr	Canda L240	NO CHARGE

			Hrs/Rate		Amount
9/4/2018	MT	Updated litigation index re addendum to plea in abatement; reviewed court's docket re motion for continuance and motion for summary judgment hearing.	0.20 129.50/hr	Carl L250	NO CHARGE
	SAM	Conferred with reviewed the file re same.	0.70 395.00/hr	Canda L120	$276.50
	TJJ	Conferred with	0.50 195.00/hr	Canda L210	NO CHARGE
	TJJ	Prepared for hearing re Carl Brunsting's partial motion for summary judgment; conferred with reviewed Carl Brunsting's response to defendants' joint motion for continuance; reviewed Carl Brunsting's objection to exhibit A to defendants' joint response to Carl Brunsting's partial motion for summary judgment; prepared proposed docket control order.	2.80 195.00/hr	Carl L240	$546.00
9/5/2018	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on Carl Brunsting's motion for partial summary judgment and defendant's motion for continuance re same.	3.70 195.00/hr	Carl L230	$721.50
	MT	Updated litigation index; conferred with Judge Davidson's office re mediation availability.	0.50 129.50/hr	Carl L160	$64.75
	SAM	Prepared for, traveled to, attended, and returned from court re hearing on motions for continuance and Carl Brunsting's motion for summary judgment; conferred with B. Bayless and	3.70 395.00/hr	Carl L230	$1,461.50
	SAM	Reviewed the file re conference with N. Spielman and B. Bayless; prepared correspondence to and reviewed correspondence from N. Spielman and B. Bayless re settlement and scheduling issues.	0.80 395.00/hr	Carl L160	$316.00

			Hrs/Rate		Amount
9/7/2018	SAM	Attended telephone conference with B. Bayless and N. Spielman re scheduling issues per the court's instructions; reviewed correspondence from Judge Comstock re same; prepared correspondence to and reviewed correspondence from	0.50 395.00/hr	Carl L250	$197.50
	TJJ	Conferred with reviewed the court's orders re same.	0.50 195.00/hr	Litiga L120	NO CHARGE
9/11/2018	SAM	Reviewed and revised the docket control order; prepared correspondence to N. Spielman and B. Bayless re same; attended conference call with N. Spielman and B. Bayless re scheduling issues; conferred with	2.20 395.00/hr	Carl L250	$869.00
	TJJ	Conferred with	0.70 195.00/hr	Litiga L250	NO CHARGE
9/13/2018	SAM	Reviewed and revised the proposed docket control order; prepared correspondence to N. Spielman and B. Bayless re same.	0.30 395.00/hr	Carl L250	$118.50
9/14/2018	SAM	Reviewed and revised the proposed docket control order; prepared correspondence to all parties re same; revised the docket control order; prepared correspondence to all parties re amended version.	0.60 395.00/hr	Carl L250	$237.00
9/15/2018	SAM	Prepared correspondence to all parties re the docket control order; reviewed correspondence from and prepared correspondence to C. Curtis re same.	0.40 395.00/hr	Canda L250	$158.00
9/16/2018	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L250	$79.00
9/20/2018	TJJ	Reviewed correspondence from Carole Brunsting re opposition to mediation.	0.10 195.00/hr	Litiga L160	NO CHARGE

			Hrs/Rate		Amount
9/25/2018	MT	Reviewed file memo for docket control order; conferred with Judge Davidson's assistant re mediation dates.	0.30 129.50/hr	Canda L160	$38.85
	SAM	Reviewed correspondence from prepared correspondence to the court re the docket control order and mediation of the case.	0.40 395.00/hr	Canda L160	$158.00
10/9/2018	SAM	Met with prepared correspondence to Judge Comstock re pending issues; prepared correspondence to	1.50 395.00/hr	Canda L120	$592.50
10/10/2018	SAM	Prepared for and attended conference call with B. Bayless and N. Spielman re settlement issues.	0.70 395.00/hr	Carl L160	$276.50
10/11/2018	SAM	Prepared correspondence to the Brunsting family re appraisal fees.	0.30 395.00/hr	Trust L120	$118.50
10/13/2018	SAM	Reviewed the file re depositions to schedule; prepared correspondence to the parties re same.	0.40 395.00/hr	Canda L330	$158.00
	SAM	Prepared correspondence to the parties re the Iowa farm appraisals.	0.20 395.00/hr	Trust L310	$79.00
10/15/2018	SAM	Reviewed correspondence from C. Brunsting re the farm appraisals.	0.20 395.00/hr	Trust L120	$79.00
10/16/2018	SAM	Reviewed the file re pending administration issues.	0.20 395.00/hr	Trust L120	NO CHARGE
10/19/2018	SAM	Reviewed correspondence from and prepared correspondence to R. Munson re appraisal issues; reviewed the court's file re pending pleadings.	0.30 395.00/hr	Canda L120	$118.50
10/22/2018	TJJ	Reviewed C. Curtis' plea to the jurisdiction and motion to dismiss; prepared A. Brunsting's response to same.	0.70 195.00/hr	Canda L240	$136.50

			Hrs/Rate		Amount
10/31/2018	TJJ	Prepared notice of intent to take deposition of C. Kunz-Freed; prepared correspondence to A. Johnson re same.	0.70 195.00/hr	Canda L330	$136.50
	TJJ	Prepared A. Brunsting's motion to disburse trust funds; reviewed authorities re	1.60 195.00/hr	Canda L250	$312.00
	SAM	Conferred with prepared correspondence to	0.50 395.00/hr	Canda L160	$197.50
	TJJ	Prepared A. Brunsting's notice of deposition of C. Kunz-Freed; reviewed and filed same.	0.40 195.00/hr	Canda L330	$78.00
	TJJ	Conferred with	0.30 195.00/hr	Trust L250	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman and B. Bayless re settlement.	0.30 395.00/hr	Carl L160	$118.50
	SAM	Conferred with ; reviewed correspondence from and prepared correspondence to B. Bayless re the depositions; reviewed correspondence from and prepared correspondence to	0.70 395.00/hr	Canda L330	$276.50
11/28/2018	TJJ	Reviewed authorities re prepared C. Kunz-Freed subpoena to appear for oral deposition; conferred with prepared correspondence to C. Reed re service of same.	1.30 195.00/hr	Canda L330	$253.50
	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L330	NO CHARGE
	MT	Updated litigation index re notice of intent to deposition C. Freed.	0.10 129.50/hr	Canda L330	NO CHARGE

			Hrs/Rate		Amount
11/29/2018	TJJ	Prepared motion to compel deposition of C. Kunz-Freed.	0.80 195.00/hr	Canda L350	$156.00
	TJJ	Reviewed subpoena to C. Kunz-Freed to appear for oral deposition; prepared correspondence to J. Hershey re service of same.	0.40 195.00/hr	Canda L330	$78.00
11/30/2018	EJW	Revised motion to disburse trust funds.	0.30 250.00/hr	Canda L250	$75.00
	TJJ	Prepared A. Brunsting's motion to disburse trust funds and order granting same.	1.80 195.00/hr	Canda L250	$351.00
	SAM	Reviewed C. Kunz-Freed's motion to quash and for protection.	0.30 395.00/hr	Canda L250	$118.50
12/3/2018	TJJ	Reviewed C. Kunz-Freed's motion to quash and motion for protection; prepared A. Brunsting's response and motion to compel deposition; reviewed authorities re	3.30 195.00/hr	Canda L350	$643.50
12/4/2018	EJW	Reviewed and revised motion to compel deposition and response to motion for protection.	0.60 250.00/hr	Canda L350	$150.00
	TJJ	Prepared A. Brunsting's motion to compel and response to C. Kunz-Freed's motion to quash and for protection; reviewed authorities re attorney client privilege and capacity.	2.70 195.00/hr	Canda L350	$526.50
12/8/2018	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
	SAM	Prepared correspondence to B. Bayless re the deposition and mediation of the case.	0.30 395.00/hr	Litiga L330	$118.50
12/10/2018	SAM	Prepared correspondence to prepared correspondence to	0.40 395.00/hr	Canda L120	$158.00

			Hrs/Rate		Amount
12/10/2018	TJJ	Prepared A. Brunsting's motion to compel and response to C. Kunz-Freed's motions to quash and for protection.	1.00 195.00/hr	Canda L350	$195.00
	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re mediation and related issues.	0.40 395.00/hr	Litiga L160	$158.00
12/14/2018	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L120	$118.50
12/15/2018	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L120	$79.00
12/17/2018	TJJ	Prepared A. Brunsting's motion to compel and response to C. Kunz-Freed's motions to quash and for protection.	2.80 195.00/hr	Canda L350	$546.00
	MT	Conferred with court clerk re motion to quash.	0.20 129.50/hr	Canda L350	$25.90
12/18/2018	TJJ	Prepared A. Brunsting's motion to compel deposition of C. Kunz-Freed; prepared proposed order granting same; reviewed and filed same; prepared A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection.	2.60 195.00/hr	Canda L350	$507.00
	MT	Prepared correspondence to and reviewed correspondence from Judge Comstock re hearing for motion to compel; reviewed and prepared docket matters re hearing for motion to compel.	0.40 129.50/hr	Canda L250	$51.80
12/19/2018	MT	Updated litigation index re affidavit of service on C. Kunz-Freed.	0.10 129.50/hr	Canda L140	NO CHARGE

			Hrs/Rate		Amount
12/28/2018	MT	Prepared and filed notice of hearing re motion to quash, motion for protection, and motion to compel; updated litigation index re same.	0.40 129.50/hr	Canda L350	$51.80
	TJJ	Conferred with	0.20 195.00/hr	Canda L350	NO CHARGE
	SAM	Conferred with	0.20 395.00/hr	Canda L330	$79.00
	SAM	Prepared correspondence to reviewed the file re same.	0.20 395.00/hr	Trust L120	$79.00
1/3/2019	SAM	Reviewed correspondence from Carole Brunsting re settlement; reviewed correspondence from	0.20 395.00/hr	Litiga L160	$79.00
1/4/2019	TJJ	Prepared A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection; prepared A. Brunsting's motion to disburse trust funds.	1.00 195.00/hr	Canda L250	$195.00
1/10/2019	MT	Reviewed status of docket.	0.20 129.50/hr	Canda L190	NO CHARGE
1/11/2019	TJJ	Reviewed and revised A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection.	0.60 195.00/hr	Canda L350	$117.00
1/15/2019	TJJ	Prepared A. Brunsting's response to C. Kunz-Freed's motion to quash and for protection; reviewed authorities re	1.30 195.00/hr	Canda L350	$253.50
	SAM	Reviewed and revised the motion to compel against C. Kunz-Freed; conferred with	0.60 395.00/hr	Canda L350	$237.00

			Hrs/Rate		Amount
1/15/2019	TJJ	Prepared A. Brunsting's response to C. Kunz-Freed's motion to quash and for protection; reviewed authorities re	1.30 195.00/hr	Canda L350	$253.50
	TJJ	Conferred with	0.20 195.00/hr	Canda L350	NO CHARGE
1/16/2019	SAM	Revised the reply to the response to A. Brunsting's motion to compel the deposition of Kunz-Freed.	1.00 395.00/hr	Canda L350	$395.00
	TJJ	Prepared A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection; conferred with reviewed and filed same.	1.10 195.00/hr	Canda L350	$214.50
1/17/2019	MT	Updated litigation index re response to motion to quash.	0.10 129.50/hr	Canda L140	NO CHARGE
1/22/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L350	$118.50
1/23/2019	MT	Updated litigation index re A. Brunsting's reply to C. Kunz-Freed's response to motion to compel.	0.10 129.50/hr	Canda L140	NO CHARGE
1/24/2019	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on A. Brunsting's motion to compel and C. Kunz-Freed's motions to quash and for protection.	4.40 195.00/hr	Canda L230	$858.00
	TJJ	Prepared A. Brunsting's motion to disburse trust funds re farm appraisal; prepared order granting same.	0.40 195.00/hr	Canda L250	$78.00
	TJJ	Reviewed court's order granting A. Brunsting's motion to compel the deposition of C. Kunz-Freed; prepared correspondence re same; prepared correspondence to Z. Foley re dates for deposition.	0.40 195.00/hr	Canda L330	$78.00

			Hrs/Rate		Amount
1/25/2019	TJJ	Reviewed C. Curtis' motion to make more definite and certain the parties and claims; reviewed Amy Brunsting's draft motion for clarification and/or motion to dismiss; conferred with	1.30 195.00/hr	Canda L250	$253.50
	SAM	Conferred with reviewed Amy Brunsting's draft motion for clarification and/or motion to dismiss.	0.30 395.00/hr	Canda L250	$118.50
1/28/2019	SAM	Reviewed and revised Amy Brunsting's motion for clarification and dismissal; conferred with conferred with	1.30 395.00/hr	Canda L250	$513.50
	TJJ	Conferred with	0.50 195.00/hr	Canda L250	NO CHARGE
	TJJ	Conferred with	0.70 195.00/hr	Canda L350	$136.50
	MT	Updated litigation index re C. Kunz-Freed and Vacek's motion to dismiss with want of prosecution; reviewed court's docket for hearing re same; prepared notice of appearance; conferred with	0.90 129.50/hr	Canda L140	$116.55
	TJJ	Reviewed and revised Amy Brunsting's motion for clarification and/or motion to dismiss; prepared Anita Brunsting's motion to obtain approval re appraisal; prepared order re same; reviewed and filed same.	3.40 195.00/hr	Canda L250	NO CHARGE
1/29/2019	SAM	Reviewed and revised Anita Brunsting's motion for clarification and dismissal; conferred with reviewed correspondence from	0.50 395.00/hr	Canda L250	$197.50

			Hrs/Rate		Amount
		and prepared correspondence to			
1/29/2019	TJJ	Reviewed correspondence from C. Reed re C. Kunz-Freed deposition dates; conferred with	0.30 195.00/hr	Canda L330	NO CHARGE
	TJJ	Prepared Anita Brunsting's motion to join Amy Brunsting's motion for clarification and/or motion to dismiss; conferred with reviewed and filed same.	0.60 195.00/hr	Canda L250	$117.00
	MT	Updated litigation index re motion to clarify, notice of hearing for same, motion for approval of appraisers, and motion to join; reviewed and prepared docket matters re same.	0.40 129.50/hr	Canda L140	$51.80
1/30/2019	TJJ	Prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re trust accounting update; reviewed and organized client documents re same	3.50 195.00/hr	Trust L320	$682.50
	TJJ	Conferred with	0.30 195.00/hr	Trust L150	NO CHARGE
2/1/2019	SAM	Conferred with prepared correspondence to	0.70 395.00/hr	Canda L330	$276.50
2/4/2019	TJJ	Prepared subpoena for documents and tangible things to C. Kunz-Freed; prepared A. Brunsting's 1st requests for production to C. Curtis.	1.10 195.00/hr	Canda L310	$214.50
	MT	Updated litigation index re C. Kunz-Freed's response to motion to clarify and C. Brunsting's response to motion to clarify; prepared correspondence to Judge Comstock re court's availability for C. Kunz-Freed's deposition.	0.50 129.50/hr	Canda L330	$64.75

			Hrs/Rate		Amount
2/5/2019	SAM	Conferred several times with conferred with	1.00 395.00/hr	Canda L390	$395.00
	TJJ	Reviewed correspondence from C. Comstock re C. Kunz-Freed deposition.	0.30 195.00/hr	Canda L330	$58.50
	TJJ	Reviewed and revised draft of Amy Brunsting's reply to C. Curtis' response to Amy Brunsting's motion for clarification and to dismiss; reviewed C. Curtis' response to Amy Brunsting's motion for clarification and to dismiss; reviewed authorities re estate claims as property; conferred with S.	1.80 195.00/hr	Canda L250	$351.00
	TJJ	Prepared subpoena for documents and tangible things to C. Kunz-Freed; conferred with prepared correspondence to C. Reed re same.	0.90 195.00/hr	Canda L310	$175.50
	MT	Updated litigation index re A. Brunsting's response to C. Curtis' motions.	0.10 129.50/hr	Canda L140	NO CHARGE
	TJJ	Conferred with	0.50 195.00/hr	Litiga L250	NO CHARGE
	SAM	Conferred with	0.30 395.00/hr	Canda L250	$118.50
2/6/2019	TJJ	Reviewed court's docket re hearing on Amy Brunsting's motion for clarification and to dismiss.	0.40 195.00/hr	Canda L250	$78.00
2/7/2019	MT	Prepared correspondence to and reviewed correspondence from court re confirmation of deposition date and hearing for motion to obtain an appraisal; reviewed and prepared docket matters re	0.70 129.50/hr	Canda L330	$90.65

			Hrs/Rate		Amount
		deposition date; reviewed court's response re hearing for motion to obtain an appraisal.			
2/7/2019	SAM	Reviewed the file re hearing dates and strategy issues.	0.30 395.00/hr	Canda L120	$118.50
	TJJ	Reviewed C. Curtis response to Amy Brunsting's interrogatories and requests for production.	0.90 195.00/hr	Canda L310	$175.50
	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on Amy Brunsting's motion to clarify and to dismiss.	3.50 195.00/hr	Canda L230	$682.50
2/8/2019	MT	Prepared correspondence to court re hearing for motion to obtain an appraisal; reviewed and prepared docket matters re same; prepared and filed notice of hearing; updated litigation index re same.	0.40 129.50/hr	Canda L190	$51.80
	TJJ	Reviewed correspondence from C. Comstock re hearing date for Anita Brunsting's motion for appraisal and notice of C. Kunz-Freed deposition.	0.20 195.00/hr	Canda L250	$39.00
2/11/2019	SAM	Reviewed correspondence from and prepared correspondence to Judge Comstock re the hearings for an appraisal, an attorney fee application, and C. Curtis' pleas for abatement and to the court's jurisdiction.	0.50 395.00/hr	Canda L120	$197.50
	TJJ	Reviewed correspondence from and prepared correspondence to Judge Comstock re hearing date for motion to approve appraisal; reviewed authorities re pleading deadlines; conferred with	1.20 195.00/hr	Canda L250	$234.00
	SAM	Conferred with	0.00 395.00/hr	Canda L250	NO CHARGE

			Hrs/Rate		Amount
2/13/2019	TJJ	Prepared deposition notice and subpoena duces tecum to C. Kunz-Freed; prepared correspondence to Z. Foley and C. Reed re same.	0.80 195.00/hr	Canda L330	$156.00
2/14/2019	MT	Revised and filed notice of intent to depose C. Kunz-Freed.	0.40 129.50/hr	Canda L330	$51.80
	MT	Updated litigation index re order denying C. Curtis' pleas and order transferring district court proceeding to probate court.	0.10 129.50/hr	Canda L350	$12.95
2/20/2019	TJJ	Reviewed correspondence from prepared memo to reviewed authorities re same.	1.30 195.00/hr	Canda L330	$253.50
	TJJ	Prepared Anita Brunsting's 1st requests for production to C. Curtis; reviewed C. Curtis interrogatories responses re same; reviewed pleadings re same; prepared correspondence to	1.30 195.00/hr	Canda L310	$253.50
	TJJ	Conferred with prepared motion to approve deposition expenses; prepared order re same.	1.50 195.00/hr	Canda L350	$292.50
	SAM	Reviewed multiple correspondence from reviewed the file re same.	1.00 395.00/hr	Canda L120	$395.00
2/22/2019	MT	Updated litigation index re notice of intent to participate in deposition, demand for accounting, and objection to motion for appraisal; reviewed and prepared docket matters re same.	0.40 129.50/hr	Canda L140	$51.80
2/25/2019	SAM	Conferred with prepared correspondence to	0.30 395.00/hr	Trust L120	$118.50

			Hrs/Rate		Amount
2/25/2019	TJJ	Reviewed C. Curtis notice of intent and attorney-client privilege briefing re C. Kunz-Feed deposition; prepared Anita Brunsting's brief to court re attorney-client privilege; reviewed authorities re exceptions to same.	3.00 195.00/hr	Canda L330	$585.00
	TJJ	Reviewed C. Curtis' objection to motion to approve appraisal.	0.30 195.00/hr	Canda L250	$58.50
	TJJ	Met with	1.50 195.00/hr	Canda L120	$292.50
	TJJ	Conferred with	0.20 195.00/hr	Canda L250	NO CHARGE
2/26/2019	TJJ	Reviewed correspondence from C. Reed re privilege waiver; reviewed proposed agreement re same; reviewed correspondence from and prepared correspondence to prepared briefing to court re attorney client privilege; reviewed authorities re same; reviewed draft briefing from conferred with	4.10 195.00/hr	Canda L250	$799.50
2/27/2019	TJJ	Prepared briefing re attorney client privilege.	1.20 195.00/hr	Canda L250	$234.00
	TJJ	Prepared Anita Brunsting's requests for production to C. Curtis; reviewed exhibits to C. Curtis motion for summary judgment response and federal court petition re same.	0.80 195.00/hr	Canda L350	$156.00
	TJJ	Reviewed authorities re	0.80 195.00/hr	Canda L210	$156.00
	TJJ	Prepared Anita Brunsting's motion to approve attorney's fees and expenses.	0.60 195.00/hr	Canda L250	$117.00

			Hrs/Rate		Amount
2/28/2019	TJJ	Prepared Anita Brunsting's motion to approve attorneys' fees and expenses; reviewed and responded to correspondence from prepared notice of transfer to district court and order re same.	2.70 195.00/hr	Canda L250	$526.50
	TJJ	Prepared correspondence to	0.10 195.00/hr	Canda L350	NO CHARGE
3/1/2019	TJJ	Reviewed correspondence from C. Reed re attorney client privilege waivers; reviewed and revised Anita and Amy Brunsting's joint brief re rule of evidence 503(d); prepared correspondence to reviewed C. Freed's brief re same.	1.50 195.00/hr	Canda L330	$292.50
	TJJ	Prepared Anita Brunsting's motion for reimbursement of attorneys' fees.	0.50 195.00/hr	Canda L250	$97.50
	MT	Updated litigation index re C. Kunz-Freed's brief re privilege.	0.20 129.50/hr	Canda L140	NO CHARGE
3/4/2019	TJJ	Prepared Anita Brunsting's motion for reimbursement of attorneys' fees.	0.40 195.00/hr	Canda L250	$78.00
3/5/2019	TJJ	Reviewed correspondence from conferred with	0.50 195.00/hr	Trust L320	$97.50
	TJJ	Conferred with reviewed county and district clerk records re same.	0.50 195.00/hr	Canda L240	$97.50
	TJJ	Reviewed C. Kunz-Freed privilege log; reviewed authorities re	0.50 195.00/hr	Canda L390	$97.50
	MT	Updated litigation index re notice of filing of privilege log.	0.20 129.50/hr	Canda L140	NO CHARGE

			Hrs/Rate		Amount
3/6/2019	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE
	TJJ	Prepared for hearing re motion to approve appraisal; conferred with prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re same; reviewed correspondence from and prepared correspondence to N. Konz re same.	1.70 195.00/hr	Trust L250	$331.50
3/7/2019	SAM	Conferred with	0.20 395.00/hr	Trust L120	$79.00
	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on Anita Brunsting's motion to approve appraisal.	2.20 195.00/hr	Canda L230	$429.00
	TJJ	Reviewed correspondence from C. Reed re C. Kunz-Freed withheld documents responsive to subpoena duces tecum.	0.20 195.00/hr	Canda L320	$39.00
	TJJ	Conferred with	0.20 195.00/hr	Litiga L250	NO CHARGE
3/8/2019	TJJ	Reviewed correspondence from B. Bayless re legal fees in 2017 trust tax returns; reviewed returns re same.	0.20 195.00/hr	Trust L390	$39.00
3/11/2019	SAM	Conferred several times with	0.30 395.00/hr	Canda L120	$118.50
	TJJ	Reviewed 2017 trust tax returns re professional fees; conferred with prepared correspondence to B. Bayless re same.	0.60 195.00/hr	Trust L390	$117.00
	TJJ	Reviewed privileged documents from C. Kunz-Freed re waiving privilege; reviewed and responded to correspondence from	1.80 195.00/hr	Canda L320	$351.00

			Hrs/Rate		Amount
3/11/2019	TJJ	Conferred with	0.20 195.00/hr	Trust L390	NO CHARGE
3/12/2019	SAM	Conferred with	0.20 395.00/hr	Canda L120	$79.00
	TJJ	Reviewed and responded to correspondence from	0.30 195.00/hr	Canda L320	$58.50
3/19/2019	EJW	Conferred with several court reporter agencies re March 20 deposition; prepared exhibit binders for same.	4.00 250.00/hr	Canda L330	$1,000.00
	TJJ	Conferred with reviewed C. Kunz-Freed's production re same; prepared deposition exhibits re same; reviewed C. Curtis' pleadings re same.	4.00 195.00/hr	Canda L330	$780.00
	SAM	Prepared for the deposition of Candace Kunz-Freed; conferred twice with ; conferred several times with	6.40 395.00/hr	Canda L330	$2,528.00
	JM	Prepared and organized deposition exhibits; conferred with conferred with multiple court reporting agencies re deposition availability; conferred with M. Mauger re same.	4.50 129.50/hr	Canda L330	$582.75
	MW	Prepared and organized deposition exhibits.	2.00 129.50/hr	Canda L330	$259.00
	MT	Conferred with multiple court reporting agencies re deposition; prepared multiple correspondences to multiple court reporting agencies re same; prepared and organized deposition exhibits; conferred with	4.50 129.50/hr	Canda L330	$582.75

			Hrs/Rate		Amount
3/19/2019	TJJ	Conferred with M. Mauger, J. Munro, and E. Wyatt re outline and exhibits for C. Kunz-Freed deposition.	0.50 195.00/hr	Canda L330	NO CHARGE
	TJJ	Conferred with reviewed C. Kunz-Freed's production re same; prepared deposition exhibits re same; reviewed Carl Brunsting's pleadings re same.	4.00 195.00/hr	Canda L330	$780.00
3/20/2019	TJJ	Prepared for, traveled to, and attended the deposition of C. Kunz-Freed; conferred with	9.00 195.00/hr	Canda L330	$1,755.00
	SAM	Prepared for, traveled to, attended, and returned from the deposition of Candace Kunz-Freed.	12.00 395.00/hr	Canda L330	$4,740.00
3/21/2019	SAM	Reviewed the file post-deposition of Candace Kunz-Freed and evaluated the litigation strategy moving forward.	3.80 395.00/hr	Canda L120	$1,501.00
3/22/2019	TJJ	Reviewed and organized Anita Brunsting's accounting documents and correspondence re same.	0.60 195.00/hr	Trust L140	$117.00
3/23/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L120	$118.50
3/26/2019	TJJ	Received and organized accounting documents and correspondence.	0.70 195.00/hr	Trust L140	$136.50
	TJJ	Conferred with	0.40 195.00/hr	Canda L210	$78.00
	MT	Prepared correspondence to updated litigation index re same.	0.20 129.50/hr	Canda L140	$25.90
3/28/2019	TJJ	Reviewed and organized	3.40 195.00/hr	Trust L140	$663.00

			Hrs/Rate		Amount
4/1/2019	TJJ	Reviewed and organized	2.70 195.00/hr	Trust L140	$526.50
4/11/2019	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re the resumption of C. Kunz-Freed deposition; reviewed correspondence from	0.30 395.00/hr	Canda L310	$118.50
4/26/2019	TJJ	Reviewed Anita Brunsting's prior accounting correspondence re frequency.	0.40 195.00/hr	Trust L320	$78.00
5/2/2019	MT	Updated discovery index re C. Kunz-Freed deposition transcript with exhibits.	0.40 129.50/hr	Canda L190	$51.80
5/8/2019	SAM	Reviewed purported notice from R. Munson re a hearing on a closed federal court case; conferred with reviewed the court's electronic records re same.	0.50 395.00/hr	Canda L120	$197.50
5/13/2019	TJJ	Reviewed Amy Brunsting's motion for sanctions; reviewed authorities re Court's inherent sanction powers; prepared correspondence to	1.00 195.00/hr	Canda L250	$195.00
5/14/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L330	$79.00
5/15/2019	TJJ	Reviewed correspondence from C. Reed re date to continue C. Kunz-Freed deposition; reviewed and revised correspondence to Judge Comstock re same.	0.20 195.00/hr	Canda L330	$39.00
	MT	Updated litigation index re Amy Brunsting's motion for sanctions and contempt.	0.10 129.50/hr	Litiga L140	NO CHARGE
5/17/2019	TJJ	Reviewed correspondence from prepared notice re same; reviewed and filed same.	0.50 195.00/hr	Canda L330	$97.50

			Hrs/Rate		Amount
5/17/2019	TJJ	Prepared Anita Brunsting's motion for reimbursement of attorney's fees; reviewed fee invoices re same; prepared proposed order re same.	2.30 195.00/hr	Canda L250	$448.50
	MT	Updated litigation index re notice of intent to continue deposition of C. Kunz-Freed; conferred with Carole Davis re court reporter for same; prepared correspondence to and from Carole Davis re same; prepared correspondence to and from Southwest Court Reporting re same; reviewed and prepared docket matters re deposition.	0.60 129.50/hr	Canda L140	$77.70
5/20/2019	TJJ	Reviewed correspondence from prepared same.	0.30 195.00/hr	Litiga L310	$58.50
	TJJ	Reviewed correspondence from prepared same.	0.30 195.00/hr	Canda L310	$58.50
5/21/2019	MT	Updated litigation index re notice of hearing for Amy's motion for sanctions and contempt; reviewed and prepared docket matters re same.	0.20 129.50/hr	Litiga L140	NO CHARGE
	TJJ	Prepared Anita Brunsting's first requests for production to C. Curtis; reviewed order dismissing C. Curtis' claims re same.	0.30 195.00/hr	Canda L310	$58.50
	TJJ	Prepared Anita Brunsting's first requests for production to Carole Brunsting.	0.30 195.00/hr	Litiga L310	$58.50
5/22/2019	TJJ	Reviewed correspondence from reviewed and revised original counterclaims re same; reviewed trust documents re same; reviewed and revised correspondence to	1.00 195.00/hr	Canda L210	$195.00
6/6/2019	TJJ	Reviewed prior correspondence re accounting updates re frequency.	0.50 195.00/hr	Trust L320	$97.50

			Hrs/Rate		Amount
6/6/2019	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to	0.60 395.00/hr	Trust L120	$237.00
6/7/2019	TJJ	Reviewed correspondence from reviewed prior correspondence re same.	0.50 195.00/hr	Trust L150	$97.50
	SAM	Conferred several times with reviewed the files re same; prepared correspondence to C. Brunsting re same; prepared correspondence to	1.20 395.00/hr	Trust L150	$474.00
	TJJ	Conferred with	0.30 195.00/hr	Trust L150	NO CHARGE
6/8/2019	SAM	Reviewed correspondence from B. Bayless re accounting records; reviewed the file re same; prepared correspondence to all parties re same.	0.40 395.00/hr	Trust L120	$158.00
6/12/2019	MT	Updated litigation index re C. Curtis' response to application for contempt and petition for declaratory judgment.	0.20 129.50/hr	Canda L140	NO CHARGE
	TJJ	Reviewed C. Curtis' response to Amy Brunsting's motion for sanctions; reviewed authorities re legal title and pour-over Will issues.	1.60 195.00/hr	Canda L250	$312.00
6/14/2019	SAM	Reviewed multiple correspondence among the parties and the court re deposition scheduling issues.	0.30 395.00/hr	Canda L330	$118.50
6/24/2019	MT	Reviewed correspondence from and prepared correspondence to court reporter re deposition of C. Kunz-Freed.	0.30 129.50/hr	Canda L330	$38.85

			Hrs/Rate		Amount
6/25/2019	TJJ	Prepared memo to reviewed C. Kunz-Freed deposition transcript re same; reviewed authorities re	7.50 195.00/hr	Canda L330	$1,462.50
6/26/2019	TJJ	Reviewed exhibits to C. Kunz-Freed deposition; conferred with reviewed C. Kunz-Freed deposition transcript re objections; prepared correspondence to conferred with	4.80 195.00/hr	Canda L330	$936.00
	SAM	Prepared for the continued deposition of Candace Kunz-Freed; conferred several times with	1.00 395.00/hr	Canda L330	$395.00
	TJJ	Conferred with	0.40 195.00/hr	Canda L330	NO CHARGE
6/27/2019	SAM	Prepared for, traveled to, attended, and returned from the deposition of Candace Kunz-Freed.	9.00 395.00/hr	Canda L330	$3,555.00
	SAM	Conferred with conferred with S. Griffin re same strategy issues.	0.40 395.00/hr	Trust L120	$158.00
	EJW	Reviewed authorities re conferred with	0.30 250.00/hr	Canda L120	NO CHARGE
	TJJ	Prepared for, traveled to, attended, and returned from C. Kunz-Freed deposition; prepared correspondence to	7.70 195.00/hr	Canda L330	$1,501.50
6/28/2019	SAM	Reviewed the file for case status information for attended the conference call with	0.50 395.00/hr	Canda L120	$197.50

			Hrs/Rate		Amount
6/28/2019	TJJ	Prepared Anita and Amy Brunsting's joint application for reimbursement of attorneys' fees; prepared affidavit of conferred with	2.80 195.00/hr	Canda L250	$546.00
	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on Amy Brunsting's motion for sanctions against C. Curtis.	2.60 195.00/hr	Canda L230	$507.00
7/1/2019	TJJ	Conferred with	0.30 195.00/hr	Trust L120	NO CHARGE
	SAM	Conferred with reviewed the accounting correspondence to the family members.	0.40 395.00/hr	Trust L120	$158.00
	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re tolling agreement; reviewed correspondence from	1.40 395.00/hr	Carl L250	$553.00
	TJJ	Reviewed and organized accounting documents; prepared correspondence to Amy Brunsting, Carl Brunsting, Carole Brunsting; and C. Curtis re accounting update.	3.30 195.00/hr	Trust L320	$643.50
	TJJ	Prepared S. Mendel's and S. Griffin's affidavits re Amy and Anita Brunsting's joint application for reimbursement of attorneys' fees; prepared order granting same.	0.40 195.00/hr	Canda L250	$78.00
7/2/2019	TJJ	Prepared correspondence to R. Vander Werff re farm appraisal; reviewed prior correspondence re same.	1.30 195.00/hr	Trust L190	$253.50
7/3/2019	MT	Updated litigation index re proposed order for Amy's motion for sanctions.	0.10 129.50/hr	Canda L140	NO CHARGE

			Hrs/Rate		Amount
7/4/2019	SAM	Prepared correspondence to	0.30 395.00/hr	Canda L330	$118.50
7/8/2019	SAM	Conferred with conferred with	0.60 395.00/hr	Canda L330	$237.00
	MT	Updated litigation index re C. Curtis' proposed order re post hearing findings of fact and memorandum re appointing an administrator.	0.20 129.50/hr	Canda L190	NO CHARGE
	SAM	Conferred with	0.40 395.00/hr	Canda L240	$158.00
	TJJ	Reviewed C. Curtis' proposed order and findings and conclusions of law re Amy Brunsting's motion for sanctions; reviewed C. Curtis' memo re appointment of administrator.	0.80 195.00/hr	Canda L250	$156.00
	TJJ	Conferred with	0.40 195.00/hr	Trust L250	NO CHARGE
7/11/2019	SAM	Reviewed and approved the tolling agreement for Carl Brunsting.	0.20 395.00/hr	Carl L250	$79.00
	MT	Updated file memo re tolling agreement; prepared correspondence to B. Bayless re same.	0.20 129.50/hr	Carl L250	$25.90
7/12/2019	SAM	Reviewed the file re pending administration issues.	0.20 395.00/hr	Trust L120	NO CHARGE
7/13/2019	SAM	Reviewed correspondence from B. Bayless re Carl Brunsting's tolling agreement; reviewed the file re the appraisal issue; prepared correspondence to	0.40 395.00/hr	Carl L250	$158.00

			Hrs/Rate		Amount
7/15/2019	MT	Reviewed correspondence from B. Bayless re tolling agreement; reviewed correspondence from	0.10 129.50/hr	Carl L250	NO CHARGE
7/19/2019	MT	Reviewed correspondence from court reporter re reporter's record from hearing.	0.10 129.50/hr	Litiga L190	NO CHARGE
	SAM	Reviewed correspondence from the court reporter re transcript for the sanctions hearing.	0.20 395.00/hr	Canda L230	$79.00
7/23/2019	MT	Updated litigation index re order for sanctions re C. Curtis; reviewed correspondence from the court re same.	0.20 129.50/hr	Canda L140	$25.90
7/30/2019	MT	Updated discovery index re C. Kunz-Freed's deposition transcript and deposition exhibits; reviewed correspondence from court reporter re same.	0.40 129.50/hr	Canda L110	$51.80
8/1/2019	MT	Updated file memo re correspondence from Southwest Reporting re C. Kunz-Freed's deposition.	0.10 129.50/hr	Canda L330	NO CHARGE
8/12/2019	MT	Updated litigation index re order granting appraisal; prepared correspondence to	0.20 129.50/hr	Trust L140	$25.90
	SAM	Reviewed correspondence from and prepared correspondence to reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re settlement issues.	0.50 395.00/hr	Carl L160	$197.50
8/13/2019	MT	Reviewed multiple correspondences to and from opposing counsel re mediation; prepared correspondence to	0.30 129.50/hr	Canda L160	$38.85

			Hrs/Rate		Amount
8/14/2019	MT	Reviewed multiple correspondences from opposing counsel re mediation.	0.10 129.50/hr	Canda L160	NO CHARGE
	SAM	Reviewed credentials of Judge Charles Seymore to be mediator; reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re mediation issues.	0.70 395.00/hr	Canda L160	$276.50
8/15/2019	MT	Reviewed multiple correspondences re mediation.	0.10 129.50/hr	Canda L160	$12.95
	TJJ	Reviewed correspondence from Carole Brunsting, B. Bayless, and N. Spielman re potential mediator; reviewed potential mediator's curriculum vitae.	0.30 195.00/hr	Canda L160	$58.50
	SAM	Conferred with	0.40 395.00/hr	Canda L160	$158.00
	TJJ	Conferred with	0.40 195.00/hr	Litiga L160	NO CHARGE
8/16/2019	SAM	Reviewed the file re pending administration issues.	0.30 395.00/hr	Trust L120	$118.50
8/20/2019	SAM	Conferred with	0.30 395.00/hr	Canda L160	$118.50
	TJJ	Conferred with ; prepared correspondence to Judge Seymore re conference call to discuss case.	0.40 195.00/hr	Canda L160	$78.00
	TJJ	Conferred with	0.30 195.00/hr	Litiga L160	NO CHARGE
8/26/2019	TJJ	Conferred with conferred with	0.40 195.00/hr	Canda L160	NO CHARGE

			Hrs/Rate		Amount
8/26/2019	SAM	Reviewed the file re appraisal issues; conferred with	0.30 395.00/hr	Canda L120	$118.50
	TJJ	Reviewed correspondence from and prepared correspondence to	0.20 195.00/hr	Canda L160	$39.00
9/3/2019	MT	Reviewed file re outstanding issues; conferred with	0.20 129.50/hr	Trust L190	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Trust L120	$118.50
9/5/2019	MT	Reviewed correspondence from reviewed file re outstanding issues.	0.10 129.50/hr	Canda L160	NO CHARGE
9/13/2019	MT	Conferred with	0.10 129.50/hr	Canda L190	NO CHARGE
9/17/2019	SAM	Conferred with Charles Seymore re mediation of the case; prepared correspondence to	0.40 395.00/hr	Canda L160	$158.00
10/9/2019	SAM	Conferred with Judge Seymore re mediation issues; prepared multiple correspondence to Judge Seymore re trust issues.	1.20 395.00/hr	Canda L160	$474.00
10/10/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.40 395.00/hr	Canda L120	$158.00
	SAM	Reviewed correspondence from and prepared correspondence to C. Seymore re settlement issues; prepared correspondence to	0.50 395.00/hr	Canda L160	$197.50
10/12/2019	SAM	Prepared file memo re	0.30 395.00/hr	Canda L330	$118.50

			Hrs/Rate		Amount
10/16/2019	EJW	Reviewed C. Kunz-Freed's motion for appointment of successor representative of the estate.	0.30 250.00/hr	Canda L120	$75.00
	SAM	Prepared file memo re pending issues; conferred with	0.50 395.00/hr	Canda L120	$197.50
10/17/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L160	$118.50
	ROC	Reviewed the file re case status and outstanding issues; prepared file memo re mediation and strategy issues.	2.50 175.00/hr	Canda L160	$437.50
10/18/2019	EJW	Reviewed and prepared docket matters; reviewed motion to appoint personal representative.	0.30 250.00/hr	Canda L190	$75.00
	ROC	Reviewed authorities re reviewed and revised counterclaim.	2.20 175.00/hr	Canda L120	$385.00
10/21/2019	SAM	Reviewed the file re counterclaims to be asserted.	0.30 395.00/hr	Canda L120	$118.50
10/22/2019	MT	Updated litigation index re reporter's certificate re C. Kunz-Freed's deposition.	0.10 129.50/hr	Canda L140	NO CHARGE
	SAM	Reviewed and revised the joint petition for declaratory judgment; prepared correspondence to	1.00 395.00/hr	Canda L210	$395.00
10/23/2019	SAM	Conferred with prepared file memo re same; prepared correspondence to	1.60 395.00/hr	Canda L210	$632.00
	ROC	Prepared amended answer re affirmative defenses; reviewed the federal and state litigation reports re production for source of financial and stock transfers from survivor trust or decedent trust.	3.40 175.00/hr	Canda L250	$595.00

			Hrs/Rate		Amount
10/24/2019	SAM	Conferred with reviewed and revised the second amended answer; reviewed the counterclaims re same.	2.30 395.00/hr	Canda L210	$908.50
	ROC	Reviewed the federal and state litigation reports re	0.70 175.00/hr	Canda L320	$122.50
10/25/2019	SAM	Prepared for and attended the status conference call with ; reviewed correspondence from and prepared correspondence to	3.00 395.00/hr	Canda L120	$1,185.00
10/26/2019	SAM	Prepared correspondence to	0.20 395.00/hr	Canda L120	$79.00
10/28/2019	SAM	Reviewed correspondence from C. Seymore re mediation issues; reviewed the C. Curtis distribution chart; prepared correspondence to C. Seymore re same; prepared correspondence to reviewed the Iowa farm appraisal; prepared correspondence to	0.80 395.00/hr	Canda L160	$316.00
11/2/2019	SAM	Reviewed correspondence from prepared correspondence to C. Seymore re same.	0.50 395.00/hr	Canda L160	$197.50
11/4/2019	MT	Updated litigation index re Amy and Anita Brunsting's response to motion to appoint personal representative with proposed order; filed second amended answer.	0.40 129.50/hr	Canda L140	$51.80
	SAM	Reviewed and revised the settlement proposal for the mediator; prepared correspondence to conferred with reviewed correspondence from and prepared correspondence to C. Seymore re mediation issues.	3.30 395.00/hr	Canda L160	$1,303.50

			Hrs/Rate		Amount
11/4/2019	SAM	Reviewed and revised the second amended answer; conferred with prepared correspondence to	1.00 395.00/hr	Canda L210	$395.00
	SAM	Reviewed and revised the response to Vacek & Freed's motion to appoint a personal representative; prepared correspondence to	1.00 395.00/hr	Canda L250	$395.00
11/5/2019	MT	Updated litigation index re second amended answer and Amy's motion for second contempt and additional sanctions with proposed order; reviewed multiple correspondences to and from Judge Seymore re mediation and settlement alternatives.	0.40 129.50/hr	Canda L140	$51.80
	SAM	Reviewed and revised the settlement proposal; prepared correspondence to reviewed authorities re prepared correspondence to prepared correspondence to	1.80 395.00/hr	Canda L160	$711.00
11/6/2019	SAM	Prepared for, traveled to, attended, and returned from the oral hearing on Vacek & Freed's motion for the appointment of a single personal representative.	2.00 395.00/hr	Canda L230	$790.00
11/7/2019	SAM	Reviewed correspondence from and prepared correspondence to reviewed multiple correspondence from N. Spielman and C. Seymore re settlement issues.	0.80 395.00/hr	Canda L160	$316.00
	MT	Updated litigation index re amended notice of hearing re appointment of personal representative; reviewed and prepared docket matters re same.	0.20 129.50/hr	Canda L140	NO CHARGE
	EJW	Reviewed and redacted invoices.	0.30 250.00/hr	Trust L190	$75.00
	EJW	Prepared documents for production.	0.30 250.00/hr	Canda L320	$75.00

			Hrs/Rate		Amount
11/7/2019	SAM	Prepared multiple correspondence to and reviewed multiple correspondence from N. Spielman and B. Bayless re the deposition of C. Curtis.	0.50 395.00/hr	Canda L330	$197.50
11/8/2019	MT	Prepared documents for production.	1.00 129.50/hr	Canda L320	$129.50
	EJW	Reviewed and redacted invoices.	0.40 250.00/hr	Trust L190	$100.00
	EJW	Prepared documents for production.	0.40 250.00/hr	Canda L320	$100.00
11/11/2019	SAM	Reviewed correspondence from C. Seymore re mediation meeting; conferred with reviewed the file re same.	0.30 395.00/hr	Canda L160	$118.50
11/13/2019	SAM	Prepared the attorneys' fees exhibit for C. Seymore; reviewed and revised the co-trustees settlement offer; conferred with attended conference call with C. Seymore (mediator) and	2.00 395.00/hr	Canda L160	$790.00
11/14/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L160	$79.00
11/17/2019	SAM	Reviewed correspondence from C. Schwager re new counsel re C. Curtis; prepared correspondence to the mediator re same; prepared correspondence to	0.60 395.00/hr	Canda L160	$237.00
11/18/2019	MT	Updated litigation index re notice of hearing for second motion for contempt and sanctions; reviewed and prepared docket matters re same; prepared notice of intent to take the deposition of C. Curtis.	0.50 129.50/hr	Canda L140	$64.75

			Hrs/Rate		Amount
11/18/2019	SAM	Reviewed correspondence from and prepared correspondence to	2.00 395.00/hr	Canda L120	$790.00
	SAM	Prepared for and attended the conference call with C. Seymore and N. Spielman re settlement issues.	0.50 395.00/hr	Canda L160	$197.50
11/19/2019	MT	Updated litigation index re C. Curtis' bill of review and notice of appearance.	0.20 129.50/hr	Canda L210	$25.90
	SAM	Reviewed correspondence from C. Seymore re settlement of the case; prepared correspondence to C. Seymore re same; prepared correspondence to	1.50 395.00/hr	Canda L160	$592.50
	SAM	Reviewed bill of review filed by C. Curtis; prepared correspondence to C. Seymore re same; prepared correspondence to	0.50 395.00/hr	Canda L210	$197.50
11/20/2019	SAM	Reviewed correspondence from and prepared correspondence to reviewed correspondence from N. Spielman and C. Seymore re same.	0.90 395.00/hr	Canda L160	$355.50
11/21/2019	SAM	Reviewed correspondence from N. Spielman and C. Seymore re settlement issues; prepared correspondence to reviewed correspondence from reviewed the revised asset summary.	0.80 395.00/hr	Canda L160	$316.00
11/22/2019	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to C. Seymore the co-trustees settlement proposal; prepared for and attended the reviewed correspondence from the mediator re same; prepared correspondence to	1.00 395.00/hr	Canda L160	$395.00

			Hrs/Rate		Amount
12/5/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Litiga L160	NO CHARGE
12/11/2019	EJW	Conferred with	0.20 250.00/hr	Canda L190	NO CHARGE
	MT	Updated litigation index re first amended notice of hearing re motion to appoint a personal representative; reviewed court's docket re pending motions.	0.30 129.50/hr	Canda L140	$38.85
	SAM	Conferred with reviewed the file memo re same.	0.30 395.00/hr	Canda L210	$118.50
	EJW	Reviewed file re outstanding issues for hearing; prepared correspondence to	0.80 250.00/hr	Canda L190	NO CHARGE
12/12/2019	SAM	Conferred with	0.50 395.00/hr	Canda L250	$197.50
	EJW	Conferred with	0.20 250.00/hr	Canda L250	NO CHARGE
12/13/2019	SAM	Reviewed correspondence from and prepared correspondence to ; conferred with	0.30 395.00/hr	Canda L160	$118.50
1/9/2020	SAM	Conferred with prepared the first supplemental petition; prepared correspondence to	0.80 395.00/hr	Canda L210	$316.00
	EJW	Conferred with	0.20 250.00/hr	Canda L190	NO CHARGE
	SAM	Revised the settlement proposal; prepared correspondence to	1.50 395.00/hr	Canda L160	$592.50
1/10/2020	MT	Filed first supplemental petition.	0.20 129.50/hr	Canda L210	$25.90

			Hrs/Rate		Amount
1/10/2020	SAM	Prepared the first supplemental petition; filed and served same; prepared multiple correspondence to conferred with	1.50 395.00/hr	Canda L210	$592.50
	EJW	Conferred with	0.20 250.00/hr	Canda L120	NO CHARGE
	SAM	Prepared for, traveled to, attended, and returned from court re oral hearing on Vacek's motion for the appointment of a third party representative.	2.50 395.00/hr	Canda L230	$987.50
1/12/2020	SAM	Prepared correspondence to Janet Masson re forensic examination issues; pre correspondence to M. Wakshull re same; reviewed the file re experts and forensic issues.	0.80 395.00/hr	Canda L130	$316.00
	SAM	Reviewed the file re strategy issues.	0.80 395.00/hr	Canda L120	$316.00
1/13/2020	MT	Updated litigation index re first supplemental petition.	0.10 129.50/hr	Canda L140	NO CHARGE
	SAM	Conferred with conferred with prepared correspondence to prepared draft order re mediation of the case; prepared correspondence to and reviewed correspondence from conferred with Mark Davidson's office re same; prepared correspondence to all parties re the mediator's schedule.	3.50 395.00/hr	Canda L160	$1,382.50
	SAM	Prepared multiple correspondence to J. Masson re forensic issues of N. Brunsting; reviewed correspondence from J. Masson re same.	0.60 395.00/hr	Canda L130	$237.00
1/14/2020	SAM	Conferred with prepared correspondence to	0.50 395.00/hr	Trust L120	$197.50

			Hrs/Rate		Amount
1/15/2020	SAM	Reviewed multiple correspondence from the parties re mediation issues; prepared correspondence to the parties re same; reviewed correspondence from and prepared correspondence to C. Schwager travel expense issues.	0.60 395.00/hr	Canda L160	$237.00
1/16/2020	MT	Updated litigation index re C. Curtis' objection to first supplemental petition.	0.10 129.50/hr	Canda L140	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L160	$79.00
1/18/2020	SAM	Reviewed correspondence from C. Schwager re mediation; prepared correspondence to and reviewed correspondence from B. Bayless re same; prepared correspondence to	0.80 395.00/hr	Canda L160	$316.00
1/23/2020	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Trust L120	$118.50
1/25/2020	SAM	Reviewed multiple correspondence from and prepared correspondence to reviewed the financial records to prepare the semi-annual 2019 accounting.	1.30 395.00/hr	Trust L120	$513.50
1/27/2020	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re mediation issues; conferred with prepared correspondence to C. Schwager re mediation and forensic examination issues.	1.30 395.00/hr	Canda L160	$513.50
1/28/2020	MT	Conferred with L. Diaz re document production.	0.20 129.50/hr	Litiga L320	NO CHARGE
	SAM	Reviewed multiple correspondence from prepared an outline of the semi-annual accounting report; conferred	0.40 395.00/hr	Canda L120	$158.00

			Hrs/Rate		Amount
		with L. Diaz re same; reviewed the file re same; reviewed correspondence from and prepared correspondence to			
1/29/2020	SAM	Reviewed and revised the 2019 semi-annual accounting; prepared correspondence to all parties re same; conferred with and prepared correspondence to	1.30 395.00/hr	Trust L120	$513.50
	L-Ast	Prepared multiple correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re accounting update.	1.10 95.00/hr	Trust L150	$104.50
1/30/2020	SAM	Conferred with the CPA re tax returns to produce; prepared correspondence to the CPA re same; prepared the draft order of the results of the January 10, 2020 hearing; prepared correspondence to the parties re same; conferred with Judge Davidson's office re mediation; reviewed correspondence from Judge Davidson's office re same; reviewed correspondence from Rich Rikkers re local Iowa counsel; prepared correspondence to and reviewed correspondence from the firm of Crary Huff (Iowa) and J. Johnson re same; conferred with reviewed correspondence from and prepared correspondence to mediation issues.	2.20 395.00/hr	Canda L190	$869.00
2/1/2020	SAM	Finalized the draft order re the January 2020 hearing; prepared multiple correspondence to the parties re same.	0.50 395.00/hr	Trust L230	$197.50
2/2/2020	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L160	$79.00

			Hrs/Rate		Amount
2/2/2020	SAM	Conferred with L. Diaz re trust accounting issues; prepared correspondence to the parties re same; conferred with R. Rikkers (Iowa CPA) re the 2018 tax returns.	0.50 395.00/hr	Trust L150	$197.50
2/3/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re the draft order for the January 10, 2020 hearing based on B. Bayless's suggestions; revised same; prepared correspondence to	0.40 395.00/hr	Canda L250	$158.00
	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re the appraisal; reviewed the appraisal.	0.40 395.00/hr	Trust L120	$158.00
2/5/2020	SAM	Conferred with prepared for and attended a conference call with N. Spielman and B. Bayless re settlement; prepared file memo re same; revised the draft order re same.	1.60 395.00/hr	Canda L160	$632.00
2/8/2020	SAM	Prepared draft order re the January 10, 2020 hearing; prepared correspondence to B. Bayless and N. Spielman re same.	1.00 395.00/hr	Canda L250	$395.00
2/12/2020	SAM	Reviewed and revised the proposed mediation order; reviewed correspondence from and prepared correspondence to N. Spielman and B. Bayless re same; reviewed correspondence from and prepared correspondence to	0.70 395.00/hr	Canda L160	$276.50
2/13/2020	SAM	Reviewed correspondence from reviewed correspondence from B. Bayless re same; prepared correspondence to and reviewed correspondence from	0.40 395.00/hr	Canda L120	$158.00
2/15/2020	SAM	Prepared the agreed mediation order; prepared correspondence to the parties re same.	0.50 395.00/hr	Canda L160	$197.50

			Hrs/Rate		Amount
2/17/2020	SAM	Prepared correspondence to and reviewed correspondence from C. Schwager and C. Reed re status of the agreed mediation order.	0.20 395.00/hr	Canda L160	$79.00
2/18/2020	SAM	Reviewed correspondence from and prepared correspondence to .	0.50 395.00/hr	Canda L240	$197.50
2/19/2020	SAM	Reviewed multiple correspondence from and prepared correspondence to B. Bayless, A. Brunsting, N. Spielman, and Carole Brunsting re the proposed January 2020 order.	0.50 395.00/hr	Canda L250	$197.50
2/20/2020	EJW	Prepared motion for order to mediate; revised proposed order re same.	1.00 250.00/hr	Canda L250	$250.00
	SAM	Prepared the joint motion for the mediation order; filed and served same; prepared correspondence to Judge Comstock re same; conferred several times with	1.80 395.00/hr	Canda L250	$711.00
2/21/2020	MT	Updated litigation index re motion for mediation order and proposed order.	0.10 129.50/hr	Canda L140	NO CHARGE
2/24/2020	MT	Updated litigation index re C. Curtis' requests for citation on all parties re bill of review.	0.20 129.50/hr	Canda L190	NO CHARGE
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to C. Schwager re the court ordered mediation.	1.00 395.00/hr	Canda L160	$395.00
2/25/2020	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to C. Schwager re the court ordered mediation; reviewed correspondence from	1.00 395.00/hr	Canda L160	$395.00
2/26/2020	SAM	Reviewed correspondence from the court re the modified mediation order; revised same; prepared correspondence to N. Spielman and B. Bayless re same.	1.30 395.00/hr	Canda L160	$513.50

			Hrs/Rate		Amount
2/26/2020	SAM	Reviewed correspondence from the court re the modified mediation order; revised same; prepared correspondence to	0.70 395.00/hr	Canda L160	$276.50
	SAM	Reviewed correspondence from the court re the modified mediation order; revised same; prepared correspondence to B. Bayless re same.	0.60 395.00/hr	Canda L160	$237.00
2/27/2020	SAM	Reviewed correspondence from N. Spielman and B. Bayless re the modified mediation order; revised same; conferred with Carole Brunsting re same; prepared correspondence to the court re same.	1.30 395.00/hr	Canda L160	$513.50
2/28/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless and N. Spielman re the court's mediation order; reviewed correspondence from and prepared correspondence to	0.40 395.00/hr	Canda L160	$158.00
3/13/2020	SAM	Conferred several times with Judge Davidson's office re mediation availability; reviewed correspondence from Judge Davidson's office re same; prepared correspondence to the parties re same.	1.00 395.00/hr	Canda L160	$395.00
3/14/2020	SAM	Reviewed correspondence from the parties re mediation of the case; reviewed correspondence from and prepared correspondence to	0.40 395.00/hr	Canda L160	$158.00
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to the parties re the bill of review; reviewed the court's file re same.	0.40 395.00/hr	Canda L210	$158.00
3/15/2020	SAM	Reviewed multiple correspondence re the bill of review and mediation issues.	0.30 395.00/hr	Canda L160	$118.50
3/21/2020	SAM	Reviewed the file re mediation issues.	0.30 395.00/hr	Canda L160	$118.50

			Hrs/Rate		Amount
3/21/2020	SAM	Reviewed correspondence from C. Schwager re accounting issues and the 2018 tax return; reviewed the file re same.	0.30 395.00/hr	Canda L120	$118.50
3/24/2020	MT	Reviewed and prepared docket matters re response to citation re bill of review.	0.20 129.50/hr	Canda L190	NO CHARGE
3/25/2020	SAM	Reviewed correspondence from C. Schwager re production issues; reviewed correspondence from	0.20 395.00/hr	Canda L320	$79.00
4/16/2020	SAM	Reviewed the bill of review; prepared correspondence to	0.60 395.00/hr	Canda L210	$237.00
4/17/2020	SAM	Reviewed correspondence from C. Schwager re the forensic examination; reviewed the credentials of C. Baggett.	0.40 395.00/hr	Canda L130	$158.00
4/22/2020	SAM	Reviewed correspondence from conferred with ; prepared correspondence to	0.80 395.00/hr	Canda L120	$316.00
	SAM	Reviewed correspondence from and prepared correspondence to J. Johnson re Iowa farm issues; reviewed correspondence from	0.80 395.00/hr	Canda L120	$316.00
	SAM	Reviewed correspondence from prepared the settlement analysis; prepared correspondence to	1.50 395.00/hr	Canda L160	$592.50
4/24/2020	SAM	Prepared for and attended conference call with Anita Brunsting, Amy Brunsting, and Neal Spielman.	2.50 395.00/hr	Canda L160	$987.50
	SAM	Reviewed the file re Iowa farm issues; prepared correspondence to J. Jefferson re same.	0.30 395.00/hr	Canda L190	$118.50

			Hrs/Rate		Amount
4/27/2020	SAM	Reviewed correspondence from and prepared correspondence to	0.40 395.00/hr	Canda L160	$158.00
4/29/2020	SAM	Reviewed correspondence from and prepared correspondence to S. Saylor re Iowa partition issues; reviewed correspondence from C. Curtis re trust disbursements.	0.60 395.00/hr	Canda L190	$237.00
	SAM	Reviewed correspondence from	0.20 395.00/hr	Canda L130	$79.00
5/3/2020	SAM	Prepared the global settlement offer.	3.50 395.00/hr	Canda L160	$1,382.50
5/4/2020	SAM	Conferred with conferred with reviewed and revised the settlement proposal; prepared correspondence to conferred with	2.30 395.00/hr	Canda L160	$908.50
	EJW	Conferred with	0.20 250.00/hr	Litiga L120	$50.00
5/5/2020	SAM	Prepared correspondence to Judge Davidson re mediation of the case; conferred with revised the settlement agreement re same; prepared additional correspondence to	1.30 395.00/hr	Canda L160	$513.50
	SAM	Reviewed the attorneys' fees and expense billing records; conferred with	0.40 395.00/hr	Litiga L190	$158.00
	SAM	Conferred with C. Schwager re foresenic examination and mediation; prepared correspondence to prepared correspondence to and reviewed correspondence from	2.20 395.00/hr	Canda L130	$869.00

			Hrs/Rate		Amount
		prepared correspondence to C. Baggett re forensic issues that may lead to settlement of the case.			
5/6/2020	SAM	Prepared the 2017 - 2019 federal tax returns for production.	0.20 395.00/hr	Trust L320	$79.00
	EJW	Conferred with	0.20 250.00/hr	Litiga L120	$50.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	1.10 150.00/hr	Litiga L190	$165.00
	SAM	Conferred several times with	0.80 395.00/hr	Litiga L190	$316.00
	SAM	Reviewed the historical invoices for production purpose; conferred with prepared correspondence to	0.40 395.00/hr	Litiga L190	$158.00
5/7/2020	SAM	Reviewed correspondence from the CPA re the 2017 - 2019 federal tax returns; prepared the 2017 - 2019 tax returns for production; prepared correspondence to the parties re same.	2.00 395.00/hr	Trust L320	$790.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	2.40 150.00/hr	Litiga L190	$360.00
	SAM	Reviewed correspondence from reviewed prior correspondence from C. Schwager re same.	0.20 395.00/hr	Canda L320	$79.00

			Hrs/Rate		Amount
5/8/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	1.80 150.00/hr	Canda L190	$270.00
	SAM	Reviewed multiple correspondence by and between N. Spielman and C. Schwager re forensic examination and mediation issues.	0.50 395.00/hr	Canda L130	$197.50
	SAM	Reviewed correspondence from C. Schwager re the 2017 - 2019 tax returns; reviewed the file re same; resent the same prior correspondence to C. Schwager; conferred with	1.20 395.00/hr	Canda L150	$474.00
5/10/2020	SAM	Reviewed correspondence from and prepared correspondence to C. Schwager re C. Kunz-Freed deposition.	0.30 395.00/hr	Canda L330	$118.50
5/11/2020	SAM	Reviewed the file re pending administration issues; prepared correspondence to	0.30 395.00/hr	Trust L190	$118.50
	SAM	Conferred several times with	0.50 395.00/hr	Litiga L190	$197.50
	EJW	Conferred with	0.30 250.00/hr	Litiga L190	$75.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.10 150.00/hr	Litiga L190	$1,215.00
	SAM	Conferred several times with reviewed the file re same.	0.40 395.00/hr	Litiga L390	$158.00
5/12/2020	SAM	Prepared for and attended the conference call with	0.80 395.00/hr	Canda L120	$316.00

			Hrs/Rate		Amount
5/12/2020	MT	Conferred with Judge Davidson's office re mediation memo and mediation fees; prepared correspondence to Judge Davidson re same.	0.30 129.50/hr	Canda L190	$38.85
	SAM	Prepared correspondence to B. Bayless re settlement issues; prepared for and attended the settlement conference call with B. Bayless.	0.70 395.00/hr	Carl L160	$276.50
	SAM	Conferred several times with	0.80 395.00/hr	Litiga L190	$316.00
	SAM	Prepared for and attended the settlement conference call with prepared file memo re same; prepared for and attended the settlement conference call with prepared correspondence to Judge Davidson re parties to the mediation and confirmation of the date re same; prepared correspondence to and reviewed correspondence from Carole Brunsting re mediation of the case.	1.60 395.00/hr	Canda L160	$632.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.20 150.00/hr	Litiga L190	$1,230.00
5/13/2020	EJW	Reviewed file re outstanding issues for attorneys' fees; conferred with conferred with	0.40 250.00/hr	Litiga L120	$100.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	7.90 150.00/hr	Litiga L190	$1,185.00
	SAM	Reviewed the planning instruments for issues re the mediation memorandum; reviewed correspondence from and prepared correspondence to	0.50 395.00/hr	Canda L160	$197.50

			Hrs/Rate		Amount
5/13/2020	SAM	Reviewed C. Curtis' pleadings; reviewed issues related to same for the mediation of the case.	0.80 395.00/hr	Canda L210	$316.00
	SAM	Reviewed correspondence from C. Schwager re forensic examination issues; reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L130	$118.50
5/14/2020	EJW	Conferred with reviewed and redacted same; conferred with	1.50 250.00/hr	Litiga L120	$375.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.40 150.00/hr	Litiga L190	$1,260.00
5/15/2020	EJW	Conferred with	0.90 250.00/hr	Litiga L120	$225.00
	MT	Reviewed correspondence from Judge Davidson; prepared mediation letter information form.	0.30 129.50/hr	Canda L190	$38.85
	SAM	Reviewed the correspondence from Judge Davidson; reviewed and edited mediation letter information form.	0.50 395.00/hr	Canda L190	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	3.60 150.00/hr	Litiga L190	$540.00
5/16/2020	SAM	Conferred several times with	0.50 395.00/hr	Litiga L190	$197.50
5/18/2020	SAM	Prepared the attorneys' fees billing and expense records; conferred with	0.60 395.00/hr	Litiga L190	$237.00

			Hrs/Rate		Amount
5/18/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.00 150.00/hr	Litiga L190	$1,200.00
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L130	$118.50
5/19/2020	MT	Prepared attorney fee affidavit.	0.40 129.50/hr	Litiga L210	$51.80
	SAM	Reviewed and organized the attorneys' fee billing and expense records; prepared application for same; conferred with reviewed authorities re	0.60 395.00/hr	Litiga L190	$237.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.30 150.00/hr	Litiga L190	$1,245.00
5/20/2020	SAM	Conferred several times with	0.50 395.00/hr	Litiga L120	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	3.90 150.00/hr	Litiga L190	$585.00
5/21/2020	SAM	Conferred several times with reviewed and organized the billing and expense records.	0.50 395.00/hr	Litiga L190	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.10 150.00/hr	Litiga L190	$1,215.00

			Hrs/Rate		Amount
5/22/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	3.60 150.00/hr	Litiga L190	$540.00
	SAM	Reviewed the file re correspondence to and correspondence from Judge Davidson's office re mediation of the case; reviewed and revised the case party summary requested by Judge Davidson; prepared correspondence to Judge Davidson re same.	0.60 395.00/hr	Litiga L160	$237.00
	SAM	Reviewed the attorneys' fees billing and expense records; conferred with	0.70 395.00/hr	Litiga L190	$276.50
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to reviewed correspondence from and prepared correspondence to	0.50 395.00/hr	Canda L130	$197.50
5/25/2020	SAM	Reviewed correspondence from and prepared correspondence to Judge Davidson the mediation of the case and party information re same; reviewed correspondence from and prepared correspondence to B. Bayless re settlement issues.	0.60 395.00/hr	Canda L160	$237.00
5/26/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	7.60 150.00/hr	Litiga L190	$1,140.00
	SAM	Reviewed correspondence from reviewed authorities re prepared correspondence to	0.50 395.00/hr	Canda L130	$197.50

			Hrs/Rate		Amount
5/27/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared affidavit re same; conferred several times with	4.60 150.00/hr	Litiga L190	$690.00
	SAM	Reviewed correspondence from	0.30 395.00/hr	Canda L160	$118.50
	SAM	Reviewed and revised the joint settlement demand re Vacek & Freed; prepared correspondence to	0.50 395.00/hr	Canda L160	$197.50
5/28/2020	SAM	Reviewed the file re mediation issues; prepared correspondence to and reviewed correspondence from prepared correspondence to and reviewed correspondence from prepared the master settlement agreement; conferred with	1.50 395.00/hr	Litiga L160	$592.50
	SAM	Reviewed the attorneys' fees billing and expense records; conferred with	0.50 395.00/hr	Litiga L190	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared Settlement Agreement and Mutual Release; conferred several times with	8.90 150.00/hr	Litiga L190	$1,335.00
	SAM	Reviewed multiple correspondence from	0.30 395.00/hr	Canda L190	$118.50
5/29/2020	SAM	Reviewed the attorneys' fees billing and expense records; conferred with reviewed and revised the master settlement agreement; reviewed correspondence from	1.00 395.00/hr	Litiga L160	$395.00

			Hrs/Rate		Amount
5/29/2020	SAM	Reviewed file re proposed forensic examiners.	0.30 395.00/hr	Canda L130	$118.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared Settlement Agreement and Mutual Release; conferred several times with	9.00 150.00/hr	Litiga L440	$1,350.00
		For professional services rendered	1075.80		$274,119.35
		Additional Charges :			
6/21/2016		Trial transcripts.			$70.00
12/19/2017		Courier. FedEx.			$17.31
8/28/2018		Filing fees re defendants' joint motion for continuance regarding Carl Brunsting's motion for partial summary judgment.			$2.06
		Filing fees re order granting defendants' motion for continuance regarding Carl Brunsting's motion for partial summary judgment.			$2.06
		Filing fees re notice of hearing on defendants' joint motion for continuance regarding Carl Brunsting's motion for partial summary judgment			$2.06
8/29/2018		Filing fees re defendants' joint response to plaintiff's motion for partial summary judgment.			$2.06
8/30/2018		Filing fees re order denying plaintiff's motion for partial summary judgment.			$2.06
9/4/2018		Copy			$16.80
		Fax			$8.40
10/31/2018		Filing fees re defendant A. Brunsting's notice of the oral and/or video deposition of C. Kunz-Freed			$2.06

		Amount
12/19/2018	Service of subpoena on C. Kunz-Freed re deposition.	$95.00
1/16/2019	Filing fees re A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection.	$2.06
1/24/2019	Parking and local travel.	$10.00
1/28/2019	Filing fees re A. Brunsting's motion to obtain appraisal.	$2.06
	Filing fees re proposed order granting appraisal.	$2.06
1/29/2019	Filing fees re Anita Brunsting's motion to join Amy Brunsting's motion for clarification and/or motion to dismiss.	$2.06
2/8/2019	Filing fees re notice of hearing for motion to obtain appraisal.	$2.06
3/6/2019	Copy	$6.40
3/19/2019	Copies within the Firm.	$187.20
	Copy	$2.00
	Copy	$32.40
	Copy	$9.00
	Fax	$9.20
	Fax	$7.20
	Fax	$17.40
	Fax	$12.20
3/20/2019	Parking re deposition of C. Kunz-Freed.	$6.00
5/17/2019	Filing fees re notice of intention to continue deposition of C. Kunz-Freed.	$2.06
6/7/2019	Deposition transcript of Candace Kunz-Freed.	$2,263.42

		Amount
6/25/2019	Fax	$13.20
6/26/2019	Fax	$17.60
6/27/2019	Parking and local travel.	$15.00
7/1/2019	Parking and local travel.	$10.00
8/2/2019	Deposition transcript of C. Kunz-Freed.	$1,551.33
5/19/2020	Copies from court re affidavit.	$1.00
	Total additional charges	$4,406.90

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Anita K. Brunsting
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Pflugerville, TX 78660

In Reference To:

C.A. No. 412249 & 412249-401; *Candace Curtis v. Anita Brunsting, Et Al*; In Probate Court No. 4, Harris County, Texas.

C.A. No. 412249 & 412249-402; *Candace Curtis v. Anita Brunsting, Et Al - Plea in Abatement;* In Probate Court No. 4, Harris County, Texas.

C.A. No. 412249 & 412249-403; *Carl Henry Brunsting, Executor of the Estates of Elmer H. Brunsting & Nelva E. Brunsting; v. Candace L. Kunz-Greed & Vacek & Freed, PLLC;* In Probate Court No. 4, Harris County, Texas (transfer of C.A. 2013-05455 from the 164th District Court, Harris County, Texas).

C.A. No. 412249 & 412249-404; *Candace Curtis v. Anita Brunsting, Et Al - Bill of Review;* In Probate Court No. 4, Harris County, Texas.

Professional Services

			Hrs/Rate		Amount
6/1/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	7.70 60.00/hr	Litiga L160	$462.00
	SAM	Prepared correspondence to M. Wakshull re forensic issues; conferred several times with M. Wakshull re same; prepared correspondence to [redacted] re [redacted] prepared correspondence to [redacted] re [redacted] reviewed authorities re [redacted]	2.80 395.00/hr	Canda L130	$1,106.00

			Hrs/Rate		Amount
6/1/2020	SAM	Reviewed and organized the attorneys' fees billing and expense records.	0.50 395.00/hr	Litiga L190	$197.50
6/2/2020	SAM	Reviewed multiple correspondence from [redacted] re [redacted] prepared correspondence to B. Bayless re same; conferred with B. Bayless re same.	0.60 395.00/hr	Canda L130	$237.00
	SAM	Reviewed correspondence from B. Bayless re insurance issues; reviewed the Vacek Defendants response to requests for disclosure.	0.30 395.00/hr	Canda L110	$118.50
	SAM	Reviewed correspondence from B. Bayless re settlement issues; prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Carl L160	$79.00
6/4/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	4.20 60.00/hr	Litiga L440	$252.00
6/5/2020	SAM	Reviewed and organized the attorneys' fees billing and expense records; conferred with G. Saunders re same.	0.50 395.00/hr	Litiga L120	$197.50
	SAM	Reviewed correspondence from and prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Canda L120	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	3.50 60.00/hr	Litiga L190	$210.00
6/7/2020	SAM	Prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Litiga L160	$79.00

			Hrs/Rate		Amount
6/8/2020	SAM	Conferred with [redacted] re [redacted]	0.20 395.00/hr	Canda L120	$79.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	7.90 60.00/hr	Litiga L160	$474.00
6/9/2020	SAM	Reviewed the file re the motions for summary judgment to be filed against C. Curtis.	0.40 395.00/hr	Canda L240	$158.00
6/10/2020	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to Carole Brunsting re the QBD issues; conferred with [redacted] re [redacted] conferred with [redacted] re [redacted]	1.00 395.00/hr	Canda L130	$395.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	4.20 60.00/hr	Litiga L160	$252.00
6/11/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	3.00 60.00/hr	Litiga L190	$180.00
	SAM	Met with Carole Brunsting re the authenticty of the planning instruments; prepared correspondence to Anita Brunsting, Amy Brunsting, and Neal Spielman re same; prepared correspondence to the C. Schwager re original QBD Trust and forensic testing.	2.50 395.00/hr	Canda L390	$987.50

			Hrs/Rate		Amount
6/11/2020	SAM	Reviewed multiple correspondence from and prepared correspondence to [redacted] re [redacted] reviewed correspondence from [redacted] re [redacted]	0.50 395.00/hr	Trust L190	$197.50
	SAM	Reviewed multiple correspondence from B. Bayless and N. Spielman re settlement issues.	0.30 395.00/hr	Litiga L160	$118.50
6/12/2020	MT	Updated discovery index re C. Kunz-Freed's second supplemental response to request for disclosure.	0.20 129.50/hr	Litiga L310	$25.90
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	5.20 60.00/hr	Litiga L190	$312.00
	SAM	Conferred with [redacted] re [redacted] reviewed and organized the accounting files re same.	2.40 395.00/hr	Trust L150	$948.00
	KSM	Conferred with [redacted] re [redacted] reviewed and organized the files re same; prepared the trust accounting.	3.00 129.50/hr	Trust L150	$388.50
	SAM	Reviewed and revised [redacted]	1.10 395.00/hr	Litiga L160	$434.50
6/13/2020	SAM	Reviewed and revised the January 2020 to April 2020 trust accounting; prepared correspondence to the parties re same; prepared correspondence to the parties re the 2019 tax return and 2019 appraisal; reviewed the farm agreement.	2.50 395.00/hr	Trust L150	$987.50
	KSM	Prepared the trust accounting reports.	1.00 129.50/hr	Trust L150	$129.50

			Hrs/Rate		Amount
6/15/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	4.20 60.00/hr	Litiga L190	$252.00
	SAM	Reviewed and revised [redacted] reviewed correspondence from C. Curtis re settlement; prepared correspondence to and reviewed correspondence from [redacted] re [redacted]	5.20 395.00/hr	Litiga L160	$2,054.00
[redacted]16/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	4.90 60.00/hr	Litiga L190	$294.00
	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re settlement; conferred with [redacted] re [redacted] reviewed and revised the mediation memorandum.	1.50 395.00/hr	Litiga L160	$592.50
	SAM	Reviewed the file re [redacted] prepared correspondence to the parties re same.	0.50 395.00/hr	Litiga L150	$197.50
6/17/2020	SAM	Reviewed and revised the mediation memorandum; prepared for and attended [redacted] conferred with [redacted] re [redacted] prepared correspondence to B. Bayless re settlement; conferred with [redacted] re [redacted] reviewed and revised the mediation memorandum.	1.00 395.00/hr	Litiga L160	$395.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	7.70 60.00/hr	Litiga L440	$462.00

			Hrs/Rate		Amount
6/17/2020	SAM	Reviewed the court's file re the petition to enforce a foreign (federal) judgment; reviewed the federal court file; reviewed authorities re [redacted]	1.00 395.00/hr	Canda L210	$395.00
	SAM	Reviewed correspondence from C. Curtis re settlement; prepared correspondence to C. Schwager re same; prepared correspondence to [redacted] re [redacted]	1.00 395.00/hr	Canda L160	$395.00
6/18/2020	ACD	Reviewed mediation memo for Judge Davidson.	0.20 129.50/hr	Litiga L160	$25.90
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	6.50 60.00/hr	Litiga L440	$390.00
	SAM	Reviewed and revised the mediation memorandum; prepared correspondence to [redacted] re [redacted] prepared correspondence to [redacted] re [redacted]	1.50 395.00/hr	Litiga L160	$592.50
6/19/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	5.20 60.00/hr	Litiga L320	$312.00
	SAM	Reviewed correspondence from and prepared correspondence to C. Reed re production of the insurance policy.	0.20 395.00/hr	Litiga L310	$79.00
6/22/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	6.60 60.00/hr	Litiga L190	$396.00
	SAM	Conferred with [redacted] re [redacted]	0.30 395.00/hr	Litiga L160	$118.50

			Hrs/Rate		Amount
6/22/2020	SAM	Conferred with [redacted] re [redacted]	0.30 395.00/hr	Litiga L440	$118.50
	SAM	Reviewed the accounting records for additional trust accountings to the parties.	0.50 395.00/hr	Trust L150	$197.50
6/23/2020	SAM	Reviewed and revised the billing and accounting records for the mediation.	0.80 395.00/hr	Trust L150	$316.00
	SAM	Prepared for the mediation of the case; prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Litiga L160	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	5.90 60.00/hr	Litiga L190	$354.00
	SAM	Reviewed correspondence from and prepared correspondence to C. Reed re disclosure of the Vacek insurance policy.	0.20 395.00/hr	Trust L320	$79.00
6/24/2020	SAM	Reviewed the file re [redacted] prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Litiga L440	$79.00
	SAM	Prepared for the mediation of the case; conferred with Judge Davidson re same; conferred several times with [redacted] re [redacted] met with [redacted] re [redacted] reviewed correspondence from and prepared correspondence to C. Schwager re settlement; prepared correspondence to B. Bayless re same; prepared correspondence to [redacted] re [redacted]	6.50 395.00/hr	Litiga L160	$2,567.50
	ROC	Prepared Mediation exhibit re [redacted] Conferred with [redacted] several times re [redacted]	6.30 60.00/hr	Trust L440	$378.00
	SAM	Reviewed and updated the file re [redacted]	0.50 395.00/hr	Trust L150	$197.50

			Hrs/Rate		Amount
6/25/2020	SAM	Prepared for and attended the mediation of the case; conferred several times with [redacted] re [redacted] from and prepared correspondence to Carole Brunsting re the mediation; conferred with Carole Brunsting re same; prepared correspondence to [redacted] re [redacted]	11.00 395.00/hr	Litiga L160	$4,345.00
6/29/2020	SAM	Prepared for and conferred with [redacted] re [redacted] prepared correspondence to Judge Davidson re notice to the court re mediation held and not successful.	1.20 395.00/hr	Litiga L160	$474.00
6/30/2020	SAM	Reviewed correspondence from [redacted] re [redacted] reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] prepared file memo re [redacted]	0.90 395.00/hr	Litiga L160	$355.50
	SAM	Updated the accounting records.	0.40 395.00/hr	Trust L150	$158.00
7/1/2020	SAM	Reviewed correspondence from the mediator re the mediator's proposal was not accepted; prepared correspondence to the court re same; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] reviewed correspondence from [redacted] re [redacted]	0.50 395.00/hr	Litiga L160	$197.50
7/2/2020	MT	Updated litigation index re C. Kunz-Freed's second amended notice of hearing re appointment of personal representative; reviewed and prepared docket matters re same.	0.30 129.50/hr	Litiga L190	$38.85
	SAM	Reviewed and organized the trust accountin records.	1.00 395.00/hr	Trust L150	$395.00

			Hrs/Rate		Amount
7/3/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless settlements issues and the tolling agreement.	0.30 395.00/hr	Litiga L160	$118.50
7/6/2020	MT	Updated litigation index re original answer and motion to transfer and for sanctions.	0.20 129.50/hr	Litiga L250	NO CHARGE
7/7/2020	SAM	Prepared for and attended the conference call with [redacted] re [redacted]	0.80 395.00/hr	Litiga L120	$316.00
	SAM	Reviewed the accounting records; processed the return of trust funds to the Bank of America accounts re the mediator's fee, if the parties had agreed to the use of trust funds.	0.60 395.00/hr	Trust L150	$237.00
7/8/2020	MT	Updated litigation index re amended notice of hearing re appointment for personal representative.	0.10 129.50/hr	Litiga L190	NO CHARGE
	SAM	Prepared correspondence to C. Schwager re the depositon of C. Curtis; prepared correspondence to [redacted] re [redacted]	0.40 395.00/hr	Canda L330	$158.00
	SAM	Prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L330	$79.00
7/9/2020	SAM	Reviewed correspondence from and prepared correspondence to Judge Comstock re hearing dates for pending issues; prepared correspondence to C. Reed re same; conferred with [redacted] re [redacted]	0.60 395.00/hr	Litiga L230	$237.00
7/10/2020	SAM	Reviewed multiple correspondence by and among the parties re a hearing on various motions; conferred with [redacted] re [redacted]	0.40 395.00/hr	Litiga L230	$158.00
	SAM	Reviewed the tolling agreement from B. Bayless; prepared correspondence to B. Bayless re same; prepared correspondence to and reviewed correspondence from [redacted] re [redacted]	0.50 395.00/hr	Carl L190	$197.50

			Hrs/Rate		Amount
7/13/2020	MT	Reviewed correspondence from court and opposing counsel re hearing for appointment of personal representative; reviewed and prepared docket matters re same.	0.20 129.50/hr	Litiga L250	$25.90
	SAM	Reviewed correspondence from the court re hearing to appoint an executor; conferred with [redacted] re [redacted] prepared correspondence to the court re same.	0.40 395.00/hr	Litiga L250	$158.00
7/14/2020	MT	Updated litigation index re amended notice of hearing re appointment of personal representative.	0.10 129.50/hr	Litiga L190	NO CHARGE
	ACD	Reviewed tolling agreement; prepared correspondence to B. Bayless re same	0.20 129.50/hr	Litiga L320	NO CHARGE
7/20/2020	MT	Filed notice of deposition of C. Curtis; reviewed and prepared docket matters re same; conferred with Carol Davis Reporting re same.	0.50 129.50/hr	Canda L330	$64.75
	SAM	Reviewed correspondence from and prepared correspondence to C. Schwager re C. Curtis' deposition; reviewed and revised the notice of deposition.	0.60 395.00/hr	Canda L330	$237.00
	SAM	Conferred with [redacted] re [redacted]	0.70 395.00/hr	Canda L120	$276.50
	SAM	Reviewed C. Curtis' federal court Rule 60 motion; reviewed the court's electronic docket sheet re same.	0.50 395.00/hr	Canda L210	$197.50
7/22/2020	SAM	Reviewed correspondence from [redacted] re [redacted]	0.20 395.00/hr	Canda L210	$79.00
7/23/2020	SAM	Reviewed correspondence from [redacted] re [redacted] revised same; prepared correspondence to [redacted] re [redacted]	0.80 395.00/hr	Canda L310	$316.00

			Hrs/Rate		Amount
7/23/2020	MT	Updated litigation index re C. Curtis' objection to deposition and motion for protective order; prepared correspondence to Carol Davis re same.	0.40 129.50/hr	Canda L210	$51.80
7/27/2020	SAM	Reviewed C. Curtis' motion to quash her deposition.	0.20 395.00/hr	Canda L350	$79.00
7/29/2020	SAM	Prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Carl L240	$79.00
7/30/2020	EJW	Revised response to Carl's motion for summary judgment.	2.00 250.00/hr	Carl L240	$500.00
	SAM	Prepared response to Carl Brunsting's partial motion for summary judgment; prepared the exhibits re same; prepared multiple correspondence to and reviewed multiple correspondence from [redacted] re [redacted] filed and served the response on all parties.	7.70 395.00/hr	Carl L240	$3,041.50
	EJW	Conferred with [redacted] several times re [redacted]	0.50 250.00/hr	Carl L240	NO CHARGE
7/31/2020	MT	Updated litigation index re response to C. Brunsting's motion for summary judgment with exhibits.	0.20 129.50/hr	Carl L240	NO CHARGE
8/2/2020	SAM	Prepared the motion to compel C. Curtis' deposition; filed and served same.	0.80 395.00/hr	Canda L350	$316.00
	SAM	Reviewed the status of C. Curtis' various litigation matters.	0.60 395.00/hr	Canda L210	$237.00
8/3/2020	MT	Updated litigation index re motion to compel the deposition of C. Curtis and Carl Brunsting's response to motion to appoint personal representative.	0.20 129.50/hr	Carl L250	$25.90

			Hrs/Rate		Amount
8/3/2020	SAM	Reviewed the file re C. Curtis' litigation; prepared correspondence to the court re hearing on the motion to compel C. Curtis' depositon.	0.20 395.00/hr	Canda L230	$79.00
	SAM	Prepared correspondence to and reviewed correspondence from B. Bayless re the pending hearing.	0.20 395.00/hr	Carl L230	$79.00
8/4/2020	MT	Prepared and filed notice of hearing re motion to compel the deposition of C. Curtis; updated litigation index re same and Amy's motion to transfer and/or vacate.	0.60 129.50/hr	Canda L190	$77.70
8/5/2020	MT	Updated litigation index re Carl Brunsting's reply to response to motion for summary judgment.	0.10 129.50/hr	Carl L190	NO CHARGE
8/6/2020	MT	Updated litigation index re C. Curtis' response to motion to transfer with multiple exhibits and Amy Brunsting's status report and request for additional relief; reviewed same.	0.40 129.50/hr	Canda L210	$51.80
	SAM	Conferred with San Francisco court reporters re deposition for C. Curtis; prepared for and attended the Zoom hearing re motion to compel C. Curtis' deposition and denial of the motion for protection; reviewed multiple correspondence from C. Schwager re filings made to and pending in the federal district court.	1.30 395.00/hr	Canda L230	$513.50
	SAM	Prepared for and attended the Zoom hearing re Carl Brunsting's motion for partial summary judgment.	3.00 395.00/hr	Carl L230	$1,185.00
	SAM	Attended the Zoom hearing re motion to appoint a third party representative; conferred with [redacted] conferred with [redacted]	1.30 395.00/hr	Litiga L250	$513.50
8/7/2020	SAM	Conferred with [redacted] re [redacted]	0.20 395.00/hr	Carl L240	$79.00

			Hrs/Rate		Amount
8/8/2020	SAM	Prepared the proposed order compelling C. Curtis deposition; prepared correspondence to [redacted] re [redacted]	0.80 395.00/hr	Canda L350	$316.00
	SAM	Prepared the proposed order on the issues to be briefed on Carl Brunsting's motion for partial summary judgment; prepared correspondence to [redacted] re [redacted]	0.70 395.00/hr	Carl L240	$276.50
	SAM	Prepared the proposed order regarding the appointment of a personal representative for the Estate of Nelva E. Brunsting; prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Litiga L250	$197.50
8/9/2020	SAM	Reviewed correspondence from and prepared correspondence to. [redacted] re [redacted]	0.30 395.00/hr	Carl L240	$118.50
8/10/2020	MT	Updated litigation index re co-trustee's original answer; reviewed same.	0.30 129.50/hr	Litiga L210	$38.85
	SAM	Prepared the proposed order for the deposition of Candace Curtis; conferred with [redacted] re [redacted] prepared correspondence to the parties re same.	0.30 395.00/hr	Canda L330	$118.50
	SAM	Prepared the proposed order for the briefing schedule on the issue of whether the QBD's are void; conferred with [redacted] re [redacted] prepared correspondence to the parties re same.	0.30 395.00/hr	Carl L240	$118.50
	SAM	Prepared the proposed order for the appointment of a personal representative for the Estate of Nelva E. Brunsting; conferred with [redacted] re [redacted] prepared correspondence to the parties re same.	0.20 395.00/hr	Litiga L250	$79.00
	SAM	Conferred with [redacted] re [redacted]	0.20 395.00/hr	Canda L250	$79.00

			Hrs/Rate		Amount
8/10/2020	SAM	Reviewed the draft answer to C. Curtis' bill of review; prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L210	$79.00
8/11/2020	MT	Filed proposed order re deposition of C. Curtis, proposed order re Carl's partial motion for summary judgment, and proposed order re personal representative.	0.20 129.50/hr	Litiga L210	$25.90
	SAM	Prepared the proposed order re the appointment of a personal representative to the Estate; prepared correspondence to the parties re same.	0.40 395.00/hr	Litiga L250	$158.00
	SAM	Prepared the proposed order regarding the briefing schedule for Carl Brunsting's motion for partial summary judgment.	0.60 395.00/hr	Carl L240	$237.00
	SAM	Prepared the proposed order re the deposition of C. Curtis; prepared correspondence to the parties re same.	0.60 395.00/hr	Canda L330	$237.00
8/12/2020	MT	Updated litigation index re proposed orders re Carl Brunsting's motion for summary judgment.	0.20 129.50/hr	Carl L240	NO CHARGE
	SAM	Revised the proposed order re the briefing schedule; prepared correspondence to the parties re same.	0.20 395.00/hr	Carl L240	$79.00
	SAM	Revised the proposed order re C. Curtis' deposition; prepared correspondence to the parties re same.	0.20 395.00/hr	Carl L330	$79.00
	SAM	Revised the proposed order re C. Kunz-Freed motion to appoint a personal representative; reviewed correspondence from C. Reed re same; prepared correspondence to the parties re same.	0.20 395.00/hr	Litiga L250	$79.00
8/13/2020	ACD	Prepared response to ex parte motion.	1.00 129.50/hr	Litiga L320	$129.50

			Hrs/Rate		Amount
8/13/2020	SAM	Reviewed and revised the co-trustees response to C. Curtis' federal Rule 60 motion for relief; reviewed and revised the proposed order re same; efiled and eserved same.	2.80 395.00/hr	Canda L240	$1,106.00
8/14/2020	MT	Updated litigation index re co-trustee's response to ex parte motion for relief.	0.20 129.50/hr	Canda L210	NO CHARGE
	SAM	Reviewed correspondence from [redacted] re [redacted] reviewed the file re [redacted] prepared correspondence to [redacted] re [redacted]	0.40 395.00/hr	Trust L190	$158.00
	SAM	Revised the proposed federal order to dismiss the rule 60 request for relief; prepared correspondence to [redacted] re [redacted]	0.80 395.00/hr	Canda L240	$316.00
8/18/2020	SAM	Reviewed correspondence from [redacted] re [redacted] prepared multiple correspondence to [redacted] re [redacted]	0.50 395.00/hr	Canda L120	$197.50
	SAM	Prepared multiple correspondence to and reviewed multiple correspondence from the court reporter re additional transcripts to obtain.	0.30 395.00/hr	Litiga L250	$118.50
8/19/2020	SAM	Reviewed correspondence from and prepared correspondence to C. Schwager re deposition issues.	0.20 395.00/hr	Canda L330	$79.00
	SAM	Reviewed authorities re [redacted] prepared correspondence to and reviewed correspondence from [redacted] re [redacted]	0.80 395.00/hr	Canda L240	$316.00
8/20/2020	MT	Updated litigation index re notice of submission for motion to transfer and/or motion to vacate; reviewed and prepared docket matters re same.	0.30 129.50/hr	Canda L210	$38.85

			Hrs/Rate		Amount
8/21/2020	SAM	Reviewed correspondence from the court reporter re additional court transcripts; prepared correspondence to [redacted] re [redacted]	0.30 395.00/hr	Litiga L230	$118.50
8/22/2020	SAM	Reviewed the file and updated the accounting records.	0.30 395.00/hr	Trust L150	$118.50
8/24/2020	MT	Updated litigation index re order regarding Carl Brunsting's motion for summary judgment; reviewed same; reviewed and prepared docket matters re deadline to file response and/or brief for same.	0.30 129.50/hr	Carl L210	$38.85
8/28/2020	MT	Reviewed court's docket re Southern District case; prepared correspondence to S. Mendel and N. Spielman re same; updated litigation index re co-trustee's reply to C. Curtis' response to motion to transfer and/or vacate.	0.50 129.50/hr	Canda L210	$64.75
	SAM	Reviewed correspondence from C. Schwager re the federal case and reopening of same; met with [redacted] re [redacted]	1.00 395.00/hr	Canda L250	$395.00
	SAM	Met with [redacted] re [redacted]	0.50 395.00/hr	Carl L120	$197.50
	SAM	Reviewed the file re deposition issues; prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L330	$79.00
8/29/2020	SAM	Conferred with [redacted] re [redacted] reviewed correspondence from and prepared correspondence to the court reporter re other hearing transcripts; reviewed correspondence from and prepared correspondence to [redacted]	1.00 395.00/hr	Canda L190	$395.00
	SAM	Reviewed the file [redacted] prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Canda L330	$197.50

			Hrs/Rate		Amount
8/29/2020	SAM	Conferred with Mike Wakshull re forensic issues; prepared file memo re [redacted]	1.00 395.00/hr	Canda L130	$395.00
8/30/2020	SAM	Reviewed correspondence from [redacted] re [redacted] reviewed correspondence from and prepared correspondence to B. Bayless re same.	0.60 395.00/hr	Canda L190	$237.00
8/31/2020	MT	Updated litigation index re proposed order granting motion to vacate; conferred with [redacted] re [redacted] prepared notice of deposition for same; prepared correspondence to Naegeli Trial and Deposition re court reporter; reviewed and organized litigation files.	1.50 129.50/hr	Canda L190	$194.25
	ACD	Reviewed, downloaded, and organized the probate court instruments.	2.00 129.50/hr	Litiga L190	$259.00
	SAM	Finalized the notice of deposition for C. Curtis; reviewed correspondence from the California court reporting firm re same; reviewed multiple correspondence from the parties re C. Curtis' refusal to appear for a deposition.	0.50 395.00/hr	Canda L330	$197.50
	SAM	Conferred with [redacted] re [redacted] reviewed the court's records re same; reviewed correspondence from and prepared correspondence to H. Lopez (court reporter) re additional hearing transcripts.	0.50 395.00/hr	Litiga L190	$197.50
	SAM	Reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] reviewed correspondence from [redacted] re [redacted]	0.50 395.00/hr	Litiga L190	$197.50
9/1/2020	MT	Updated litigation index re notice of intent to take the deposition of C. Curtis; reviewed and prepared docket matters re same.	0.30 129.50/hr	Canda L210	$38.85

			Hrs/Rate		Amount
9/3/2020	MT	Updated litigation index re notice of setting for exparte motion for relief; reviewed and prepared docket matters re same.	0.30 129.50/hr	Canda L190	$38.85
	SAM	Prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L330	$79.00
	SAM	Reviewed correspondence from the federal court re the Rule 60 hearing; prepared correspondence to N. Spielman re same; prepared correspondence to the parties re same.	0.50 395.00/hr	Canda L230	$197.50
9/4/2020	SAM	Conferred with [redacted] re [redacted] prepared file memo re [redacted]	0.50 395.00/hr	Carl L240	$197.50
9/5/2020	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment.	7.00 395.00/hr	Carl L240	$2,765.00
9/6/2020	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment.	8.00 395.00/hr	Carl L240	$3,160.00
9/7/2020	EJW	Reviewed and revised response to motion for summary judgment.	0.70 250.00/hr	Carl L240	$175.00
	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment; prepared multiple correspondence to and reviewed multiple correspondence from [redacted] re [redacted] prepared correspondence to [redacted] re [redacted]	8.00 395.00/hr	Carl L240	$3,160.00
9/8/2020	EJW	Conferred with [redacted] re [redacted]	0.20 250.00/hr	Carl L120	NO CHARGE

			Hrs/Rate		Amount
9/8/2020	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] conferred with [redacted] re [redacted] conferred with [redacted] re [redacted] conferred with Greg Lester re business records affidavit; reviewed the C. Kunz-Freed deposition; reviewed the accounting records.	9.50 395.00/hr	Carl L240	$3,752.50
9/9/2020	EJW	Conferred with [redacted] re [redacted] reviewed file re temporary administrator's report and supplement to temporary administrator's report.	1.00 250.00/hr	Carl L120	$250.00
	EJW	Reviewed and revised response to Carl's motion for summary judgment; prepared correspondence to and reviewed correspondence from [redacted] re [redacted] conferred with [redacted] re [redacted] prepared affidavit of A. Brunsting.	0.70 250.00/hr	Carl L240	$175.00
	ACD	Reviewed, downloaded, and organized the probate court instruments.	1.50 129.50/hr	Litiga L190	$194.25
	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] prepared multiple correspondence to [redacted] re [redacted] reviewed correspondence from and prepared correspondence to [redacted] re same; prepared Anita Brunsting's unsworn declaration.	11.30 395.00/hr	Carl L240	$4,463.50
9/10/2020	EJW	Finalized business records affidavit and business records declaration for G. Lester; prepared correspondence to G. Lester re same; conferred with G. Lester re same; reviewed correspondence	3.40 250.00/hr	Carl L240	$850.00

			Hrs/Rate		Amount
		from G. Lester re same; reviewed and revised declaration re Anita Brunsting; revised footnotes and organized exhibits to response to Carl's motion for summary judgment.			
9/10/2020	MT	Prepared and filed request for transcript; prepared correspondence to court reporter re same; reviewed court's docket re hearings.	0.70 129.50/hr	Canda L210	$90.65
	ACD	Reviewed, downloaded, and organized the probate court instruments.	1.50 129.50/hr	Litiga L190	$194.25
	MT	Reviewed, revised, and finalized response to Carl Brunsting's motion for summary judgment; prepared exhibits re same; conferred with [redacted] and [redacted] re [redacted]	2.00 129.50/hr	Carl L240	$259.00
	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] conferred several times with [redacted] re [redacted] reviewed multiple correspondence from and prepared multiple correspondence to [redacted] re [redacted] reviewed, organized, and prepared exhibits to response; conferred several times with [redacted] re [redacted] prepared the business records affidavit for Greg Lester; prepared the summary judgment exhibits affidavit for S. Mendel; reviewed and organized the exhibits to the response to the motion for summary judgment.	13.00 395.00/hr	Carl L240	$5,135.00
9/11/2020	MT	Updated litigation index re response to Carl Brunsting's motion for summary judgment with exhibits.	0.20 129.50/hr	Carl L210	NO CHARGE
	SAM	Reviewed the authorities and response to Carl Brunsting's partial motion for summary judgment; organized the file and exhibits re same; conferred with the court reporter re prior transcripts;	1.80 395.00/hr	Carl L240	$711.00

			Hrs/Rate		Amount
		prepared the draft order to deny Carl Brunsting's motion for summary judgment; prepared correspondence to and reviewed correspondence from [redacted] re [redacted]			
9/11/2020	ACD	Reviewed, downloaded, and organized the probate court instruments.	1.50 129.50/hr	Litiga L190	$194.25
9/14/2020	MT	Prepared correspondence to K. Metzger re transcript fee.	0.30 129.50/hr	Litiga L330	NO CHARGE
9/15/2020	SAM	Reviewed and updated the accounting; conferred with [redacted] re [redacted] prepared correspondence to the parties re same.	2.50 395.00/hr	Trust L150	$987.50
	MT	Prepared correspondence to parties re accounting for May 2020; conferred with [redacted] re [redacted] prepared bank statements for production.	0.40 129.50/hr	Trust L150	$51.80
	ACD	Prepared May 2020 accounting; conferred with [redacted] re [redacted]	0.80 129.50/hr	Trust L150	$103.60
	SAM	Conferred with Carole Brunsting re Carl Brunsting's motion for summary judgment; prepared correspondence to [redacted] re [redacted]	1.00 395.00/hr	Carl L240	$395.00
9/16/2020	MT	Reviewed correspondence from [redacted] re [redacted] updated file memo re same; conferred with [redacted] re [redacted] and [redacted]	0.40 129.50/hr	Trust L150	$51.80
	ACD	Reviewed and organized the financial statements; prepared correspondence to the parties re the June 2020 accounting.	0.70 129.50/hr	Canda L150	$90.65
	SAM	Reviewed the file re further trust accounting work; revised the correspondence to the parties re the June 2020 accounting.	0.50 395.00/hr	Trust L150	$197.50

			Hrs/Rate		Amount
9/17/2020	ACD	Prepared correspondence to the parties re the July and August 2020 accounting.	1.00 129.50/hr	Canda L150	$129.50
	MT	Prepared bank statements for production; conferred with [redacted] re [redacted] reviewed and finalized correspondence re accounting.	0.50 129.50/hr	Trust L150	$64.75
	EJW	Conferred with [redacted] re [redacted]	0.30 250.00/hr	Carl L250	NO CHARGE
	SAM	Reviewed authorities re [redacted] prepared the co-trustees first supplemental answer.	2.00 395.00/hr	Carl L210	$790.00
	EJW	Reviewed and revised supplemental answer.	0.50 250.00/hr	Carl L250	$125.00
9/18/2020	MT	Updated litigation index re co-trustee's first supplemental answer,	0.10 129.50/hr	Carl L210	NO CHARGE
	SAM	Reviewed and revised the June, July, and August 2020 accountings.	0.50 395.00/hr	Trust L150	$197.50
	SAM	Conferred with [redacted] re [redacted]	0.30 395.00/hr	Carl L240	$118.50
9/19/2020	SAM	Reviewed correspondence from C. Curtis and B. Bayless re funds allocated for the mediation of the case; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] reviewed correspondence from and prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Trust L150	$197.50
9/23/2020	SAM	Reviewed correspondence from and prepared correspondence to C. Reed re C. Curtis' deposition; reviewed correspondence from and prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L330	$79.00

			Hrs/Rate		Amount
9/23/2020	SAM	Reviewed correspondence from the parties re accounting issues on the mediation; prepared a draft response re same; prepared correspondence to [redacted] re [redacted]	0.40 395.00/hr	Trust L150	$158.00
9/24/2020	SAM	Prepared for C. Curtis' deposition; reviewed correspondence from [redacted] re [redacted] reviewed correspondence from C. Curtis re same; conferred with [redacted] re [redacted] prepared file memo re [redacted] conferred with [redacted] re [redacted] prepared correspondence to C. Schwager re same; reviewed correspondence from Judge Comstock re same; prepared correspondence to Carole Brunsting re same; reviewed correspondence from the probate court reporter re hearing transcripts.	3.70 395.00/hr	Canda L330	$1,461.50
	ACD	Prepared file memo re [redacted]	0.70 129.50/hr	Canda L320	$90.65
	SAM	Prepared correspondence to the parties accounting issues and confirming that no trust funds were used for the mediation.	1.20 395.00/hr	Trust L150	$474.00
9/25/2020	SAM	Reviewed correspondence from Anita Brunsting and Amy Brunsting re deposition issues; conferred with N. Spielman re deposition and objection issues; prepared correspondence to C. Schwager re same.	0.90 395.00/hr	Canda L330	$355.50
	MT	Updated litigation index re Carl's reply to C. Kunz-Freed's response to motion for summary judgment.	0.10 129.50/hr	Carl L210	NO CHARGE
9/28/2020	SAM	Reviewed C. Curtis brief re the QBD trust; prepared response to same; prepared correspondence to N. Spielman re same; filed and served the co-trustees response to C. Curtis' QBD brief.	1.80 395.00/hr	Canda L240	$711.00

			Hrs/Rate		Amount
9/28/2020	MT	Updated litigation index re C. Curtis' motion to quash, memo re QBD, and reply to first supplemental answer; prepared objection to memo re QBD; conferred with [redacted] re [redacted]	0.70 129.50/hr	Canda L250	$90.65
	ML	Prepared correspondence to H. Lopez re transcript payment.	0.20 129.50/hr	Litiga L190	NO CHARGE
	SAM	Prepared for and attended Zoom hearing re C. Curtis' motion to quash the deposition; prepared proposed orders re same; conferred with and prepared correspondence to [redacted] prepared file memo re [redacted] prepared correspondence to the court reporter re transcription of the record.	2.70 395.00/hr	Canda L230	$1,066.50
	SAM	Conferred several times with Naegli court reporters re the deposition and/or certificate of nonappearance of C. Curtis; prepared multiple correspondence to and reviewed multiple correspondence from Naegli court reporters re same.	0.50 395.00/hr	Canda L330	$197.50
9/29/2020	SAM	Prepared the objections to Carole Brunsting's summary judgment affidavit; prepared multiple correspondence to and reviewed multiple correspondence from [redacted] re [redacted] filed and served same.	3.70 395.00/hr	Carl L240	$1,461.50
	SAM	Reviewed correspondence from and prepared correspondence to probate court reporter re the hearing transcript; prepared correspondence to [redacted] re [redacted]	0.40 395.00/hr	Canda L330	$158.00
9/30/2020	MT	Updated litigation index re order following telephonic conference and order re ex parte motion for relief.	0.20 129.50/hr	Canda L250	$25.90

			Hrs/Rate		Amount
9/30/2020	MT	Updated litigation index re objections to affidavit of Carole Brunsting re motion for summary judgment and co-trustee's first supplemental motion to transfer and/or vacate.	0.30 129.50/hr	Trust L250	$38.85
	SAM	Reviewed the federal court orders that denied the Rule 60 motion for ex parte relief; reviewed the supplemental motion to transfer the district court foreign judgment lawsuit to the probate court; reviewed correspondence from and prepared correspondence to [redacted] reviewed the file re reviewed authorities re prepared correspondence to re	2.50 395.00/hr	Canda L240	$987.50
	SAM	Conferred several times with Naegeli USA re the C. Curtis certificate of nonappearance; prepared multiple correspondence to and reviewed multiple correspondence from re prepared the exhibits for same; prepared correspondence to all the parties re same.	1.00 395.00/hr	Canda L330	$395.00
10/1/2020	SAM	Conferred with Carole Brunsting re settlement.	0.50 395.00/hr	Litiga L160	$197.50
10/2/2020	MT	Updated litigation index re proposed order sustaining objection to C. Kunz-Freed's motion for summary judgment evidence and proposed order sustaining plaintiff's objections to defendant's motion for summary judgment evidence.	0.20 129.50/hr	Carl L210	NO CHARGE
	SAM	Prepared correspondence to re settlement conversation with	0.30 395.00/hr	Litiga L160	$118.50
10/3/2020	SAM	Reviewed correspondence from Carole Brunsting re settlement; prepared correspondence to re	0.30 395.00/hr	Litiga L160	$118.50

			Hrs/Rate		Amount
10/3/2020	SAM	Reviewed correspondence from and prepared correspondence to M. Wakshall re forensic expert issues.	0.30 395.00/hr	Canda L130	$118.50
10/4/2020	SAM	Reviewed correspondence from and prepared correspondence to M. Wakshull re forensic issues.	0.20 395.00/hr	Canda L130	$79.00
10/5/2020	SAM	Reviewed correspondence from C. Curtis re settlement and litigation issues; reviewed correspondence from prepared correspondence to re reviewed correspondence from the parties re same; conferred with re prepared correspondence to Carole Brunsting re same; reviewed the pleadings re whether to amend or supplement.	1.30 395.00/hr	Canda L190	$513.50
10/6/2020	SAM	Reviewed correspondence from Carole Brunsting re settlement; prepared correspondence to and reviewed correspondence from re prepared correspondence to re	0.30 395.00/hr	Litiga L160	$118.50
10/20/2020	ML	Prepared correspondence to Naegeli re payment for deposition of C. Curtis.	0.20 129.50/hr	Canda L190	NO CHARGE
	SAM	Prepared correspondence to re reviewed correspondence from re	0.50 395.00/hr	Litiga L160	$197.50
10/22/2020	SAM	Reviewed multiple correspondence from Carole Brunsting re settlement issues.	0.30 395.00/hr	Litiga L160	$118.50
10/23/2020	SAM	Reviewed notice of appeal by C. Curtis re the federal case; prepared correspondence to the parties re same; conferred with re	0.80 395.00/hr	Canda L510	$316.00

			Hrs/Rate		Amount
10/23/2020	MT	Updated litigation index re notice of appeal.	0.10 129.50/hr	Canda L210	NO CHARGE
10/24/2020	SAM	Prepared correspondence to [redacted]	0.50 395.00/hr	Litiga L160	$197.50
10/26/2020	SAM	Conferred with [redacted] prepared correspondence to [redacted]	0.50 395.00/hr	Litiga L160	$197.50
11/1/2020	SAM	Reviewed the settlement offer from Candace Curtis; reviewed correspondence from B. Bayless re same.	0.50 395.00/hr	Canda L160	$197.50
11/2/2020	SAM	Reviewed correspondence from Carole Brunsting re the settlement offer from Candace Curtis; conferred with [redacted] prepared correspondence to [redacted] prepared a draft settlement agreement for Carole Brunsting.	0.80 395.00/hr	Litiga L160	$316.00
11/3/2020	SAM	Prepared correspondence to Carole Brunsting re settlement of the case.	0.30 395.00/hr	Litiga L160	$118.50
11/5/2020	SAM	Conferred with [redacted]	0.60 395.00/hr	Canda L120	$237.00
11/6/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re settlement offers.	0.10 395.00/hr	Litiga L160	NO CHARGE
11/9/2020	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re settlement.	0.20 395.00/hr	Litiga L160	$79.00
11/11/2020	SAM	Reviewed correspondence from B. Bayless re settlement; prepared draft correspondence to [redacted] conferred with [redacted] conferred with B. Bayless re same; prepared correspondence to B. Bayless re deferral of the ruling on the motion for summary judgment.	1.30 395.00/hr	Litiga L160	$513.50

			Hrs/Rate		Amount
11/11/2020	SAM	Reviewed C. Curtis' pro se request for the appellate record; prepared correspondence to C. Schwager re same.	0.30 395.00/hr	Canda L510	$118.50
11/15/2020	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re settlement; prepared correspondence to re	0.60 395.00/hr	Litiga L160	$237.00
11/24/2020	SAM	Prepared multiple correspondence to and reviewed multiple correspondence from R. Rikkers re Iowa tax issues; prepared the draft of a settlement agreement for the parties; prepared correspondence to N. Spielman re same; conferred with N. Spielman re same.	1.20 395.00/hr	Litiga L160	$474.00
	SAM	Reviewed the file re Iowa Farm tax issues; prepared multiple correspondence to and reviewed multiple correspondence from R. Rikkers re tax issues.	0.50 395.00/hr	Trust L150	$197.50
11/25/2020	SAM	Reviewed and revised the settlement agreement; conferred with prepared correspondence to prepared correspondence to B. Bayless re same; prepared correspondence to B. Bayless and Carole Brunsting re same; conferred twice with reviewed correspondence from	2.50 395.00/hr	Litiga L160	$987.50
11/30/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re settlement; reviewed correspondence from and prepared correspondence to Carole Brunsting re same.	0.50 395.00/hr	Litiga L160	$197.50
12/1/2020	SAM	Prepared correspondence to B. Bayless re settlement; prepared correspondence to Carole Brunsting re same; prepared correspondence to	0.40 395.00/hr	Litiga L160	$158.00

			Hrs/Rate		Amount
12/2/2020	SAM	Reviewed correspondence from Carl Brunsting re settlement of the case; prepared correspondence to	0.30 395.00/hr	Carl L160	$118.50
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
12/3/2020	SAM	Reviewed correspondence from reviewed authorities re same; prepared correspondence to	1.30 395.00/hr	Litiga L120	$513.50
12/4/2020	SAM	Reviewed correspondence from the 5th Circuit re the appellate record and briefing issues; reviewed the court's file re same; reviewed correspondence from and prepared correspondence to	0.80 395.00/hr	Canda L510	$316.00
	SAM	Prepared correspondence to and reviewed correspondence from reviewed correspondence from and prepared correspondence to B. Bayless re settlement issues.	0.50 395.00/hr	Carl L160	$197.50
12/5/2020	SAM	Reviewed the 5th Circuit file re appellate issues.	0.30 395.00/hr	Canda L510	$118.50
12/6/2020	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman re summary judgment issues as to C. Curtis.	0.30 395.00/hr	Canda L240	$118.50
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Carl L240	$118.50

			Hrs/Rate		Amount
12/7/2020	SAM	Conferred several times with M. Tubbs re appellate file and eFile requirements.	0.30 395.00/hr	Canda L510	$118.50
	SAM	Reviewed correspondence from and prepared correspondence to the court re settlement status; reviewed correspondence from B. Bayless re same; reviewed correspondence from	0.20 395.00/hr	Carl L160	$79.00
	MT	Conferred with S. Mendel re work assignments.	0.30 129.50/hr	Canda L210	NO CHARGE
12/9/2020	SAM	Reviewed the 5th Circuit's electronic docket report and evaluated next steps.	0.30 395.00/hr	Canda L510	$118.50
12/10/2020	MT	Prepared and filed notice of appearance for 5th Circuit.	0.50 129.50/hr	Canda L210	$64.75
	SAM	Reviewed multiple correspondence from C. Schwager and N. Brunsting re Judge Hoyt's orders and appellate issues; reviewed the file re same; prepared correspondence to reviewed the 5th Circuit's briefing rules and schedule.	1.50 395.00/hr	Canda L510	$592.50
	SAM	Prepared the outline of the response brief.	1.00 395.00/hr	Canda L520	$395.00
12/18/2020	SAM	Reviewed correspondence from the 5th Circuit re Candace Curtis' appeal.	0.20 395.00/hr	Canda L510	$79.00
12/20/2020	SAM	Prepared correspondence to the Fifth Circuit re counsel of record for Anita Brunsting and Amy Brunsting.	0.30 395.00/hr	Canda L510	$118.50
12/28/2020	SAM	Revised the motion for partial summary judgment re tortious interference; reviewed authorities re same; prepared correspondence to	0.80 395.00/hr	Carl L240	$316.00

			Hrs/Rate		Amount
12/31/2020	SAM	Reviewed correspondence from the 5th Circuit re C. Schwager's probated suspension, Pro Se status of C. Curtis, and revised briefing schedule; reviewed the state court records for the underlying facts; prepared correspondence to	1.20 395.00/hr	Canda L510	$474.00
	SAM	Reviewed correspondence from N. Spielman re partial summary judgment on the tortious interference issue; reviewed the file re same.	0.50 395.00/hr	Canda L240	$197.50
1/4/2021	SAM	Conferred with reviewed correspondence from reviewed the file	0.60 395.00/hr	Litiga L120	$237.00
1/5/2021	SAM	Reviewed the file re accounting to prepare and produce.	0.40 395.00/hr	Trust L150	$158.00
1/6/2021	SAM	Reviewed correspondence from prepared correspondence to and reviewed correspondence from	0.50 395.00/hr	Litiga L160	$197.50
1/7/2021	SAM	Reviewed the file re accounting and tax issues; reviewed correspondence from and prepared correspondence to	0.80 395.00/hr	Trust L150	$316.00
1/11/2021	MT	Conferred with A. Daniels re production of account statements.	0.20 129.50/hr	Trust L150	NO CHARGE
	ACD	Prepared the September and October 2020 accounting; prepared correspondences to the parties re same.	1.40 129.50/hr	Trust L150	$181.30
1/12/2021	MT	Updated litigation index re record of appeal; reviewed same.	0.30 129.50/hr	Canda L190	$38.85

			Hrs/Rate		Amount
1/12/2021	SAM	Prepared for and met with prepared correspondence to and reviewed correspondence from	1.50 395.00/hr	Litiga L160	$592.50
1/13/2021	MT	Reviewed and organized electronic record of appeal.	0.50 129.50/hr	Canda L210	$64.75
	SAM	Prepared for and attended conference call with prepared file memo re same; conferred with	1.50 395.00/hr	Litiga L160	$592.50
	SAM	Reviewed the accounting records; reviewed and organized same; reviewed the deed history re tax issues; reviewed the file and authorities re step-up in basis issues.	2.30 395.00/hr	Trust L150	$908.50
	ACD	Prepared correspondence to the parties re November 2020 accounting.	0.80 129.50/hr	Trust L150	$103.60
1/14/2021	ACD	Prepared correspondence to the parties re December 2020 accounting.	0.80 129.50/hr	Trust L150	$103.60
	SAM	Reviewed correspondence from and prepared correspondence to prepared spreadsheet prepared correspondence to Rich Rikkers	1.30 395.00/hr	Trust L150	$513.50
1/15/2021	ACD	Reviewed and revised multiple correspondence to the parties re September, October, November, and December 2020 accountings.	0.80 129.50/hr	Trust L150	$103.60
1/18/2021	ACD	Conferred with S. Mendel re accounting work assignment.	0.10 129.50/hr	Trust L190	NO CHARGE
	SAM	Reviewed correspondence from Rich Rikkers re tax issues for the farm; reviewed the file re same.	0.30 395.00/hr	Trust L150	$118.50

			Hrs/Rate		Amount
1/20/2021	SAM	Reviewed the accountings to be produced for the months of September, October, November, and December 2020; prepared correspondence to and reviewed correspondence from prepared correspondence to	0.80 395.00/hr	Trust L150	$316.00
	ACD	Reviewed and revised the accounting correspondence to the parties re September, October, November, and December 2020 accountings; conferred with S. Mendel re same.	1.00 129.50/hr	Trust L150	$129.50
1/21/2021	ACD	Revised the accounting correspondence to the parties re September, October, November, and December 2020 accountings.	0.80 129.50/hr	Trust L150	$103.60
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Litiga L150	$118.50
	SAM	Reviewed correspondence from R. Rikkers re tax issues; reviewed the file and authorities re same.	0.30 395.00/hr	Trust L150	$118.50
1/25/2021	ACD	Conferred with S. Mendel re accounting work assignments; finalized correspondence to the parties re September, October, November, and December 2020 accountings.	0.40 129.50/hr	Trust L150	$51.80
	SAM	Reviewed the trust accountings for the time period September 2020 through December 2020; prepared correspondence to the parties re same.	0.40 395.00/hr	Trust L150	$158.00
1/30/2021	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Trust L150	$118.50
2/2/2021	ACD	Conferred with S. Mendel re farm tax proposal.	0.10 129.50/hr	Trust L190	NO CHARGE

			Hrs/Rate		Amount
2/3/2021	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Trust L150	NO CHARGE
2/7/2021	SAM	Reviewed the file re sale of the farm and tax issues re same; prepared correspondence to	0.80 395.00/hr	Trust L150	$316.00
2/9/2021	ACD	Reviewed C. Curtis federal filings; conferred with S. Mendel re same.	0.20 129.50/hr	Canda L190	$25.90
	SAM	Reviewed and revised the settlement proposal; conferred with prepared correspondence to	0.30 395.00/hr	Litiga L160	$118.50
	SAM	Reviewed correspondence from the 5th Circuit re C. Curtis' federal court brief; prepared correspondence to the 5th Circuit re same.	0.30 395.00/hr	Litiga L510	$118.50
2/10/2021	MT	Updated litigation index re appellant's brief and correspondence from court re same; reviewed and prepared docket matters re deadline for appellee's brief.	0.30 129.50/hr	Canda L210	$38.85
	ACD	Reviewed C. Curtis federal filing.	0.20 129.50/hr	Canda L190	NO CHARGE
2/11/2021	SAM	Reviewed correspondence from Anita Brunsting and N. Spielman re settlement; updated the file memo re details for the settlement offer.	0.30 395.00/hr	Litiga L160	$118.50
2/26/2021	SAM	Reviewed multiple correspondence from conferred with	0.50 395.00/hr	Litiga L160	$197.50
2/27/2021	SAM	Prepared correspondence to and reviewed correspondence	0.30 395.00/hr	Litiga L340	$118.50

			Hrs/Rate		Amount
3/1/2021	SAM	Reviewed correspondence from N. Spielman re settlement issues; prepared correspondence to	0.30 395.00/hr	Litiga L160	$118.50
	SAM	Reviewed correspondence from re settlement and 5th Circuit briefing issues; prepared correspondence to conferred with M. Ly re the allocation of fees and expenses for settlement purposes.	0.30 395.00/hr	Litiga L160	$118.50
	ACD	Conferred with S. Mendel re scheduling.	0.10 129.50/hr	Litiga L190	NO CHARGE
3/2/2021	SAM	Reviewed and revised the prepared summary prepared correspondence to the	1.00 395.00/hr	Litiga L160	$395.00
3/3/2021	ML	Prepared	0.60 129.50/hr	Litiga L150	$77.70
3/4/2021	ML	Prepared conferred with S. Mendel re same.	1.20 129.50/hr	Litiga L150	$155.40
3/5/2021	SAM	Reviewed and revised the settlement proposal; prepared multiple correspondence to and reviewed multiple correspondence from conferred with reviewed correspondence from reviewed correspondence from Candace Curtis	2.00 395.00/hr	Litiga L160	$790.00
	ACD	Conferred with S. Mendel re proposed settlement agreement correspondence; conferred with M. Tubbs and S. Mendel re extension of filing date.	0.20 129.50/hr	Litiga L190	NO CHARGE

			Hrs/Rate		Amount
3/7/2021	SAM	Reviewed the file and authorities re appellate issues to brief.	1.00 395.00/hr	Canda L520	$395.00
3/8/2021	MT	Prepared motion for extension of time to file brief; reviewed file memo re same.	0.60 129.50/hr	Canda L210	$77.70
	ACD	Conferred with S. Mendel re case status.	0.10 129.50/hr	Litiga L190	NO CHARGE
3/9/2021	SAM	Prepared the motion for extension of time; reviewed authorities re same; reviewed the plaintiff's brief and record documents re same; conferred with	1.50 395.00/hr	Canda L510	$592.50
	EJW	Reviewed and revised motion for extension of time to file appellees' brief; conferred with	0.40 295.00/hr	Trust L520	$118.00
3/10/2021	MT	Finalized and filed motion for extension of time to file appellee's brief; conferred with S. Mendel re same; updated litigation index re same and order granting extension; reviewed and prepared docket matters re extension deadline.	0.50 129.50/hr	Canda L210	$64.75
3/11/2021	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman re appellate issues.	0.20 395.00/hr	Canda L520	$79.00
3/15/2021	ACD	Conferred with S. Mendel re work assignments.	0.20 129.50/hr	Litiga L190	NO CHARGE
3/19/2021	ACD	Conferred with S. Mendel re case status update.	0.10 129.50/hr	Litiga L190	NO CHARGE
3/20/2021	SAM	Prepared briefing materials for prepared multiple correspondence to conferred with	1.00 395.00/hr	Canda L520	$395.00
	SAM	Conferred with prepared multiple correspondence to	0.80 395.00/hr	Canda L520	$316.00

			Hrs/Rate		Amount
3/23/2021	SAM	Reviewed correspondence from prepared correspondence to	0.20 395.00/hr	Canda L160	 $79.00
3/24/2021	SAM	Reviewed the multiple settlement proposals; attended the settlement conference call	1.30 395.00/hr	Litiga L160	 $513.50
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L520	 $118.50
3/25/2021	ACD	Reviewed Brunsting family settlement agreement.	0.20 129.50/hr	Litiga L190	 $25.90
3/26/2021	ACD	Reviewed correspondence from conferred with	0.20 129.50/hr	Litiga L190	 NO CHARGE
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to reviewed and revised the settlement proposal; prepared correspondence to	1.00 395.00/hr	Litiga L160	 $395.00
3/28/2021	SAM	Reviewed authorities re appellate issues.	0.50 395.00/hr	Litiga L520	 $197.50
3/29/2021	SAM	Reviewed correspondence from	0.20 395.00/hr	Litiga L160	 $79.00
	SAM	Reviewed the file re briefing issues.	0.50 395.00/hr	Canda L520	 $197.50
3/30/2021	SAM	Reviewed correspondence from C. Curtis re settlement; prepared correspondence to the client team re same; reviewed multiple correspondence from and prepared correspondence to N. Spielman re same; reviewed multiple correspondence from	0.80 395.00/hr	Canda L160	 $316.00

			Hrs/Rate		Amount
		the parties re settlement; conferred with			
3/31/2021	SAM	Conferred with	0.30 395.00/hr	Litiga L160	$118.50
4/3/2021	SAM	Reviewed correspondence from C. Curtis, B. Bayless, and Carole Brunsting re rejection of the settlement proposal.	0.50 395.00/hr	Litiga L160	$197.50
4/5/2021	ACD	Conferred with S. Mendel re scheduling.	0.20 129.50/hr	Litiga L190	NO CHARGE
4/6/2021	ACD	Conferred with S. Mendel re briefing schedule.	0.20 129.50/hr	Litiga L190	NO CHARGE
	SAM	Conferred several times with reviewed and revised the brief.	0.50 395.00/hr	Canda L520	$197.50
4/8/2021	EJW	Reviewed and revised appellate brief; conferred with A. Daniels re work assignments; reviewed, finalized, and filed motion to extend time to file brief; conferred with	0.80 295.00/hr	Canda L520	$236.00
	ACD	Reviewed brief; prepared same; conferred with	0.50 129.50/hr	Canda L320	$64.75
	SAM	Conferred with reviewed and revised the motion for extension of time; prepared correspondence to and reviewed correspondence from C. Curtis re same.	1.50 395.00/hr	Canda L510	$592.50
	SAM	Reviewed the appellate brief; conferred with conferred with	1.00 395.00/hr	Canda L520	$395.00
4/9/2021	ACD	Conferred multiple times with the Federal Appellants Court re motion to extend status; conferred with	0.30 129.50/hr	Canda L190	$38.85

			Hrs/Rate		Amount
4/12/2021	SAM	Reviewed correspondence from Carole Brunsting re conflicts issues raised by Judge Hoyt; reviewed the file re same; prepared correspondence to Carole Brunsting re same.	0.30 395.00/hr	Litiga L190	$118.50
4/17/2021	SAM	Reviewed and revised the statement of acts for the appellate brief; reviewed the appellate records re details for same.	1.00 395.00/hr	Canda L520	$395.00
4/18/2021	SAM	Reviewed and revised the entire appellate brief; reviewed record citations for the court appendix; reviewed authorities; conferred with conferred with prepared correspondence to prepared correspondence to prepared correspondence to	6.00 395.00/hr	Canda L520	$2,370.00
4/19/2021	SAM	Reviewed and revised the entire appellate brief; reviewed record citations for the court appendix; reviewed authorities; conferred with conferred with prepared correspondence to prepared correspondence to reviewed correspondence from	10.00 395.00/hr	Canda L520	$3,950.00
	ACD	Prepared table of authorities re appellate brief; reviewed same; conferred with S. Mendel re same.	2.60 129.50/hr	Litiga L320	$336.70
4/20/2021	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to the reviewed correspondence from the Fifth Circuit re the supplemental record excerpts.	1.00 395.00/hr	Canda L520	$395.00
	ACD	Reviewed correspondence from the Federal court re brief instructions; conferred with S. Mendel re same.	0.20 129.50/hr	Litiga L190	$25.90
4/28/2021	RMM	Conferred with court re scheduling jury trial date.	0.20 129.50/hr	Litiga L190	$25.90

			Hrs/Rate		Amount
4/28/2021	ACD	Conferred with S. Mendel re potential jury trial dates.	0.10 129.50/hr	Litiga L190	NO CHARGE
4/29/2021	ACD	Reviewed appellant's reply brief; conferred with S. Mendel re same.	0.30 129.50/hr	Litiga L190	$38.85
4/30/2021	SAM	Prepared correspondence to the court re trial settings; prepared correspondence to the parties re same.	0.30 395.00/hr	Litiga L430	$118.50
	ACD	Conferred with S. Mendel re Federal brief appendix issues.	0.10 129.50/hr	Litiga L190	NO CHARGE
5/1/2021	SAM	Reviewed the supplemental record excerpts to be amended.	0.70 395.00/hr	Canda L520	$276.50
5/2/2021	SAM	Prepared the co-trustees first amended supplemental record excerpts; filed and served same.	4.00 395.00/hr	Canda L520	$1,580.00
5/6/2021	ACD	Reviewed and organized client documents.	0.10 129.50/hr	Trust L190	NO CHARGE
5/9/2021	SAM	Reviewed correspondence from and prepared correspondence to the trial court re trial settings.	0.20 395.00/hr	Litiga L230	$79.00
5/10/2021	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re trial setting issues; prepared correspondence to the court re same; reviewed correspondence from B. Bayless re same.	0.60 395.00/hr	Litiga L250	$237.00
5/17/2021	ACD	Conferred with S. Mendel re proposed scheduling.	0.10 129.50/hr	Litiga L190	NO CHARGE
5/19/2021	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re settlement.	0.20 395.00/hr	Litiga L160	$79.00
5/24/2021	ACD	Attended May 24 hearing re trial setting; conferred with S. Mendel re same.	0.30 129.50/hr	Litiga L190	$38.85

			Hrs/Rate		Amount
5/25/2021	SAM	Prepared for and attended the settlement conference call with reviewed the file re issues related to same.	1.50 395.00/hr	Litiga L160	$592.50
	ACD	Conferred extensively with S. Mendel re trial setting status conference.	0.30 129.50/hr	Litiga L190	NO CHARGE
5/26/2021	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to	0.50 395.00/hr	Litiga L160	$197.50
5/27/2021	ACD	Conferred with S. Mendel re motion for summary judgment draft.	0.20 129.50/hr	Litiga L190	NO CHARGE
5/30/2021	SAM	Reviewed and revised the joint docket control order; prepared correspondence to	0.50 395.00/hr	Litiga L230	$197.50
5/31/2021	SAM	Reviewed and revised the co-trustees motion for summary judgment against Candace Curtis.	0.50 395.00/hr	Canda L240	$197.50
6/1/2021	SAM	Reviewed and revised the co-trustees motion for summary judgment against Carl Brunsting.	0.30 395.00/hr	Carl L240	$118.50
	SAM	Reviewed and revised the co-trustees motion for summary judgment against Candace Curtis.	0.30 395.00/hr	Canda L240	$118.50
	SAM	Reviewed correspondence from B. Bayless re the docket control order.	0.40 395.00/hr	Litiga L250	$158.00
6/3/2021	SAM	Reviewed correspondence from the parties re the proposed docket control order; prepared correspondence to C. Schwager and Carole Brunsting re same.	0.30 395.00/hr	Litiga L250	$118.50
6/4/2021	SAM	Reviewed multiple correspondence from and prepared correspondence to Carole Brunsting re the proposed docket control order; reviewed correspondence from N. Spielman re same; finalized the proposed docket control order; eFiled	1.50 395.00/hr	Litiga L250	$592.50

			Hrs/Rate		Amount
		and eServed same; prepared correspondence to the court and the parties re same.			
6/4/2021	SAM	Conferred with prepared correspondence to B. Bayless	0.80 395.00/hr	Litiga L160	$316.00
6/7/2021	SAM	Prepared the formal statutory accounting; conferred with	1.50 395.00/hr	Trust L150	$592.50
	SAM	Reviewed correspondence from B. Bayless re settlement; reviewed correspondence from and prepared correspondence to prepared correspondence to	0.50 395.00/hr	Litiga L160	$197.50
	ACD	Reviewed client file re accountings; reviewed and organized same; conferred with S. Mendel re Quickbook formatting for Trial exhibits.	0.60 129.50/hr	Litiga L190	$77.70
6/8/2021	SAM	Prepared the file re accounting issues; conferred with	0.50 395.00/hr	Trust L150	$197.50
	VH	Prepared final accounting; conferred with	2.50 95.00/hr	Trust L150	$237.50
6/9/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
6/10/2021	VH	Prepared final accounting; conferred with	5.00 95.00/hr	Trust L150	$475.00
6/11/2021	VH	Prepared final accounting; conferred with	0.50 95.00/hr	Trust L150	$47.50
	SAM	Reviewed the revised docket control order; prepared multiple correspondence to reviewed correspondence from and prepared correspondence to B. Bayless re same; reviewed correspondence from and prepared	0.50 395.00/hr	Litiga L250	$197.50

			Hrs/Rate		Amount
		correspondence to Anita Brunsting re C. Curtis hate mail.			
6/11/2021	ACD	Reviewed correspondence from C. Curtis; conferred with S. Mendel re same.	0.20 129.50/hr	Canda L190	NO CHARGE
6/14/2021	VH	Prepared final accounting.	4.00 95.00/hr	Trust L150	$380.00
6/17/2021	VH	Prepared final accounting.	2.00 95.00/hr	Trust L150	$190.00
6/18/2021	VH	Prepared final accounting.	4.00 95.00/hr	Trust L150	$380.00
6/21/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
	ACD	Reviewed 5th Circuit opinion; reviewed and organized client documents re same.	0.30 129.50/hr	Litiga L190	$38.85
6/22/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
6/23/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
6/24/2021	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to	0.50 395.00/hr	Litiga L160	$197.50
	VH	Prepared final accounting.	1.00 95.00/hr	Trust L150	$95.00
	ACD	Conferred with S. Mendel re 5th circuit opinion and scheduling.	0.10 129.50/hr	Litiga L190	NO CHARGE
6/25/2021	VH	Prepared final accounting.	1.00 95.00/hr	Trust L150	$95.00

			Hrs/Rate		Amount
6/28/2021	VH	Prepared final accounting.	2.50 95.00/hr	Trust L150	$237.50
6/29/2021	VH	Prepared final accounting.	1.00 95.00/hr	Trust L150	$95.00
	SAM	Prepared for and attended the settlement conference call with	1.00 395.00/hr	Litiga L160	$395.00
6/30/2021	SAM	Reviewed multiple correspondence from prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
	SAM	Reviewed the file re the semi-annual accounting; prepared correspondence to	0.30 395.00/hr	Trust L150	$118.50
	VH	Prepared final accounting.	2.00 95.00/hr	Trust L150	$190.00
7/1/2021	SAM	Reviewed the updated accounting; conferred with reviewed correspondence from the Iowa Revenue Department re tax issues; prepared correspondence to	0.60 395.00/hr	Trust L150	$237.00
7/5/2021	SAM	Reviewed multiple correspondence and files from reviewed the records reviewed the updated accounting being prepared.	1.00 395.00/hr	Trust L120	$395.00
7/6/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
	SAM	Reviewed the records for the January through June 2021 semi-annual accounting; conferred with A. Daniels re same.	0.50 395.00/hr	Trust L150	$197.50

			Hrs/Rate		Amount
7/6/2021	SAM	Prepared for and attended the strategy and case status call with	1.00 395.00/hr	Litiga L120	$395.00
	ACD	Prepared January, February, March, April, May, and June accountings; conferred with S. Mendel re same.	2.00 129.50/hr	Trust L150	$259.00
7/8/2021	EJW	Reviewed C. Curtis bill of review in C.A. 412249-404; reviewed co-trustees' answer; conferred with S. Mendel re same.	1.50 295.00/hr	Canda L120	$442.50
	ACD	Conferred with E. Wyatt re summary judgement status.	0.10 129.50/hr	Litiga L190	NO CHARGE
7/9/2021	SAM	Reviewed and revised the semi-annual accounting; conferred with ; reviewed same.	1.00 395.00/hr	Trust L150	$395.00
	SAM	Reviewed the bill of review; conferred with E. Wyatt re same; reviewed authorities re same; conferred with B. Bayless re same.	1.50 395.00/hr	Canda L210	$592.50
	ACD	Reviewed accounting correspondences; prepared multiple correspondences to Brunsting parties re trust accountings.	0.50 129.50/hr	Trust L150	$64.75
	EJW	Conferred with S. Mendel re amended answer; reviewed authorities re same.	0.50 295.00/hr	Canda L250	$147.50
7/13/2021	EJW	Reviewed US Court of Appeals opinion and judgment; updated litigation index re same.	0.30 295.00/hr	Canda L140	$88.50
	ACD	Reviewed C. Brunsting's brief in response to bill of review; conferred with S. Mendel re same.	0.20 129.50/hr	Litiga L190	$25.90
7/14/2021	EJW	Conferred with reviewed authorities re drop order.	0.60 295.00/hr	Canda L120	$177.00

			Hrs/Rate		Amount
7/14/2021	SAM	Prepared the response to Curtis' bill of review.	2.00 395.00/hr	Canda L240	$790.00
	ACD	Conferred with E. Wyatt and S. Mendel re response to bill of review.	0.20 129.50/hr	Litiga L190	NO CHARGE
7/15/2021	SAM	Prepared the response to Curtis' bill of review.	1.20 395.00/hr	Canda L240	$474.00
	EJW	Reviewed Carl's response to bill of review; revised Anita's amended answer.	0.60 295.00/hr	Canda L120	$177.00
	ACD	Conferred with S. Mendel re response to bill of review; reviewed C. Curtis response to bill of review.	0.30 129.50/hr	Litiga L190	$38.85
7/16/2021	SAM	Prepared the co-trustees response to C. Curtis' bill of review.	2.00 395.00/hr	Canda L240	$790.00
7/17/2021	SAM	Reviewed the bill of review, responses, and reply briefs; reviewed authorities re same; organized same; prepared the proposed final judgment.	1.20 395.00/hr	Canda L240	$474.00
	SAM	Conferred with re trust administration and accounting issues; reviewed the file re same.	0.60 395.00/hr	Trust L150	$237.00
7/19/2021	SAM	Reviewed the file re pending dispositive motions, responses, replies, and sur-replies re the bill of review.	0.40 395.00/hr	Canda L240	$158.00
	EJW	Conferred with K. Olah re work assignments for Brunsting bill of review filings.	0.20 295.00/hr	Canda L190	NO CHARGE
7/21/2021	VH	Prepare final accounting.	2.50 95.00/hr	Trust L150	$237.50
	SAM	Conferred several times with re accounting issues; conferred with re same; reviewed correspondence from and prepared	1.50 395.00/hr	Trust L150	$592.50

			Hrs/Rate		Amount
		correspondence re same; prepared correspondence re same.			
7/22/2021	SAM	Reviewed the trust accounting.	0.50 395.00/hr	Trust L150	$197.50
	VH	Prepare final accounting.	1.00 95.00/hr	Trust L150	$95.00
7/23/2021	VH	Prepare final accounting.	2.00 95.00/hr	Trust L150	$190.00
7/24/2021	SAM	Reviewed the accounting update.	0.30 395.00/hr	Trust L150	$118.50
7/28/2021	VH	Prepare final accounting.	2.00 95.00/hr	Trust L150	$190.00
	SAM	Reviewed correspondence re the updated accounting; conferred several times with re same; conferred with A. Daniels re same; reviewed and revised same; conferred with re same.	1.30 395.00/hr	Trust L150	$513.50
	ACD	Prepared accounting re conferred with V. Heitmann and S. Mendel re same.	1.60 129.50/hr	Litiga L150	$207.20
8/3/2021	EJW	Conferred with S. Mendel re case status and work assignments.	0.20 295.00/hr	Trust L120	NO CHARGE
8/8/2021	SAM	Reviewed the file re motion for summary judgment issues; prepared correspondence to re same.	0.50 395.00/hr	Canda L240	$197.50
10/5/2021	EJW	Conferred with R. Rosinski re motion for summary judgment.	0.20 295.00/hr	Trust L120	NO CHARGE
10/6/2021	RR	Reviewed file re outstanding issues; updated file memo.	0.10 129.50/hr	Litiga L120	NO CHARGE

			Hrs/Rate		Amount
10/15/2021	RR	Reviewed plaintiff's answers to Anita, Amy, and C. Brunsting; conferred with E. Wyatt re same; reviewed C. Curtis's response to Anita and Amy Brunsting's original counterclaim.	0.30 129.50/hr	Canda L210	$38.85
10/19/2021	RR	Reviewed motion for summary judgment.	0.20 129.50/hr	Canda L240	$25.90
	EJW	Conferred with S. Mendel re case status and C. Curtis' recent filings.	0.10 295.00/hr	Canda L120	NO CHARGE
11/3/2021	SAM	Reviewed and revised the co-trustees motion for summary judgment; reviewed authorities re same; reviewed multiple correspondence from and prepared multiple correspondence to re same.	1.00 395.00/hr	Canda L240	$395.00
	ACD	Prepared correspondence to A. Brunsting re November 4 hearing.	0.10 129.50/hr	Litiga L190	NO CHARGE
11/4/2021	RR	Attended Zoom hearing with S. Mendel re status conference; prepared memo re same.	0.50 129.50/hr	Litiga L230	$64.75
11/5/2021	RR	Reviewed and revised motion for summary judgment; conferred with re same.	1.60 129.50/hr	Litiga L240	$207.20
11/9/2021	SAM	Conferred with re settlement alternatives; reviewed correspondence from re same; reviewed correspondence from B. Bayless re same.	0.50 395.00/hr	Litiga L160	$197.50
11/11/2021	RR	Reviewed file re outstanding issues; updated file memo.	0.10 129.50/hr	Litiga L120	NO CHARGE
11/24/2021	SAM	Prepared for and conferred with B. Bayless re settlement; prepared correspondence to and reviewed correspondence from re same.	1.50 395.00/hr	Litiga L160	$592.50

			Hrs/Rate		Amount
11/27/2021	SAM	Reviewed the file and settlement notes with B. Bayless; prepared correspondence to re settlement and severance of the case.	1.40 395.00/hr	Litiga L160	$553.00
11/30/2021	SAM	Conferred with re severance and settlement issues; conferred with re same.	1.00 395.00/hr	Carl L120	$395.00
12/1/2021	SAM	Reviewed correspondence from re the motion for summary judgment and severance negotiations reviewed correspondence from re same; prepared for and conferred with B. Bayless re the summary judgments and severance issues.	1.00 395.00/hr	Carl L240	$395.00
12/3/2021	SAM	Prepared the rule 11 agreement of Cart Brunsting, Anita Brunsting, and Amy Brunsting; prepared correspondence to B. Bayless and N. Spielman re same; prepared correspondence to re same.	1.00 395.00/hr	Carl L190	$395.00
12/8/2021	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman re the reply to C. Curtis' response to the co-trustees motion for summary judgment.	0.20 395.00/hr	Canda L240	$79.00
12/9/2021	SAM	Reviewed C. Curtis' response to the co-trustees motion for summary judgment and motion to strike; conferred with re same; reviewed and revised the co-trustees' response to same; prepared the objections to Curtis' exhibit to her response.	2.50 395.00/hr	Canda L240	$987.50
	VMD	Created Word Doc and Table	0.40 129.50/hr	Canda L240	$51.80
12/13/2021	RR	Reviewed co-trustee's reply to motion for summary judgment and motion to strike.	0.20 129.50/hr	Canda L240	$25.90

			Hrs/Rate		Amount
12/21/2021	SAM	Reviewed correspondence from re the motion to sever; reviewed correspondence from B. Bayless ; prepared correspondence to re same.	0.30 395.00/hr	Carl L250	$118.50
1/4/2022	SAM	Reviewed Carole Brunsting's motion for partial distribution; conferred with N. Spielman re same; reviewed correspondence from and prepared correspondence to B. Bayless re same; prepared correspondence to re same.	1.00 395.00/hr	Litiga L250	$395.00
	EJW	Reviewed correspondence from the court re zoom hearing on January 6; conferred with S. Mendel re same; reviewed notice of hearing and C. Brunsting's motion for emergency relief.	0.40 295.00/hr	Litiga L120	$118.00
1/5/2022	SAM	Prepared motion to sever.	0.60 395.00/hr	Carl L250	$237.00
	EJW	Revised motion to sever; conferred with re same; conferred with re same; conferred with B. Bayless re same.	0.80 295.00/hr	Litiga L250	$236.00
	SAM	Reviewed Carole Brunsting's motion for $100k distribution; reviewed multiple correspondence from and prepared multiple correspondence to re same.	0.60 395.00/hr	Trust L250	$237.00
1/6/2022	RR	Filed motion to sever and proposed order re C. Brunsting; conferred with re same and hearing.	1.00 129.50/hr	Litiga L250	$129.50
	SAM	Reviewed and revised the motion to sever.	0.50 395.00/hr	Carl L250	$197.50
	SAM	Reviewed multiple correspondence from the client team re Carole Brunsting's motion for $100k distribution; prepared for and attended the hearing re same.	1.20 395.00/hr	Trust L250	$474.00

			Hrs/Rate		Amount
1/7/2022	RR	Prepared multiple correspondence to and reviewed multiple correspondence from co-counsel re hearing dates.	0.30 129.50/hr	Litiga L230	$38.85
	RR	Prepared notice of hearing; filed same.	0.30 129.50/hr	Litiga L250	$38.85
	EJW	Reviewed correspondence from the court re hearing; prepared and filed notice re same;	0.30 295.00/hr	Canda L190	$88.50
1/10/2022	SAM	Reviewed multiple correspondence from and prepared multiple correspondence re the court's $100k distribution order for Carole Brunsting.	1.00 395.00/hr	Trust L120	$395.00
1/12/2022	EJW	Conferred with S. Mendel re emergency hearing re Carole Brunsting expense request.	0.20 295.00/hr	Litiga L120	$59.00
1/13/2022	SAM	Reviewed correspondence from B. Bayless re trial preparation deadlines.	0.20 395.00/hr	Litiga L440	$79.00
1/14/2022	RR	Reviewed file re outstanding issues; updated file memo.	0.10 129.50/hr	Litiga L190	$12.95
1/15/2022	SAM	Prepared correspondence to B. Bayless anmd N. Spielman re trial preparation deadlines.	0.20 395.00/hr	Litiga L440	$79.00
1/17/2022	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re docket control order issues.	0.20 395.00/hr	Litiga L250	$79.00
1/18/2022	SAM	Prepared correspondence to N. Spielman re B. Bayless and docket control order issues.	0.20 395.00/hr	Litiga L250	$79.00
1/20/2022	SAM	Conferred with J.C. Michael re the Iowa easement issue.	0.20 395.00/hr	Trust L190	$79.00
1/21/2022	SAM	Prepared correspondence to J.C. Michael re the Iowa easement issue; prepared correspondence to re same.	0.20 395.00/hr	Trust L190	$79.00

			Hrs/Rate		Amount
1/27/2022	RR	Conferred with e tortious interference by C. Curtis.	0.20 129.50/hr	Canda L190	$25.90
	RR	Updated litigation calendar re docket control order.	0.30 129.50/hr	Litiga L190	$38.85
1/28/2022	RR	Prepared exhibits.	0.50 129.50/hr	Canda L190	$64.75
1/31/2022	RR	Conferred with S. Mendel re Iowa farm, accounting, and rule 11 agreement.	0.20 129.50/hr	Trust L150	$25.90
	SAM	Prepared a Rule 11 agreement re the docket control order and severance issues.	0.30 395.00/hr	Litiga L250	$118.50
2/1/2022	SAM	Reviewed and revised the July - December 2021 accountings; prepared correspondence to the parties re same.	0.50 395.00/hr	Trust L150	$197.50
	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re the Rule 11 agreement re the docket control order and severance issues.	0.20 395.00/hr	Litiga L250	$79.00
	KSM	Reviewed multiple correspondence from re production of accounting records for the July - December 2021 accounting update; reviewed and organized same; prepared correspondence to the parties re same.	6.00 129.50/hr	Trust L150	$777.00
	SAM	Reviewed the accounting records for the July - December 2021 accounting update; prepared correspondence to the parties re same on a month by month basis.	1.00 395.00/hr	Trust L150	$395.00
2/3/2022	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re the Rule 11 agreement on the modified docket control order.	0.50 395.00/hr	Trust L150	$197.50

			Hrs/Rate		Amount
2/3/2022	RR	Conferred with S. Mendel and E. Wyatt re pretrial order and Iowa farm motion.	0.70 129.50/hr	Trust L250	$90.65
	RR	Prepared motion re approval re Iowa farm.	0.80 129.50/hr	Trust L250	$103.60
2/4/2022	SAM	Reviewed and reviewed the motion to approve the Iowa Farm water easement; prepared correspondence to N. Spielman re same.	1.00 395.00/hr	Trust L250	$395.00
2/7/2022	RR	Reviewed C. Curtis response re motion to sever.	0.50 129.50/hr	Canda L250	$64.75
	SAM	Reviewed C. Curtis' response to the motion for severance.	0.30 395.00/hr	Litiga L250	$118.50
	RR	Conferred with S. Mendel re pretrial order.	0.20 129.50/hr	Litiga L440	$25.90
2/8/2022	RR	Prepared pretrial order.	1.00 129.50/hr	Litiga L440	$129.50
	SAM	Conferred with re settlement and the severance.	1.50 395.00/hr	Litiga L160	$592.50
2/9/2022	RR	Reviewed and revised pretrial order; updated file memo re same.	1.50 129.50/hr	Litiga L440	$194.25
	RR	Conferred with S. Mendel re pretrial order.	0.20 129.50/hr	Litiga L440	$25.90
	SAM	Conferred with re severance issues and Carole Brunsting.	0.50 395.00/hr	Litiga L250	$197.50
2/10/2022	SAM	Conferred with B. Bayless re trial related issues; prepared outlines re trial exhibits.	1.00 395.00/hr	Litiga L440	$395.00
	RR	Conferred with S. Mendel re trial preparation, exhibits, and pleadings.	0.60 129.50/hr	Litiga L440	$77.70

			Hrs/Rate		Amount
2/11/2022	RR	Attended hearing with S. Mendel re sever and easement motions.	1.10 129.50/hr	Litiga L230	$142.45
	SAM	Prepared for and attended the Zoom hearing on the motion to sever; conferred with post-hearing re same; prepared correspondence to re same; reviewed correspondence from re same; reviewed correspondence from re same.	3.00 395.00/hr	Canda L250	$1,185.00
	SAM	Prepared for and attended the Zoom hearing on the motion to grant a water easement in Sioux County, Iowa; prepared correspondence to J.C. Carmichael re same; prepared correspondence to re same.	1.00 395.00/hr	Trust L250	$395.00
	EJW	Conferred with S. Mendel re motion to sever and hearing re same; reviewed docket re same; reviewed file re outstanding issues re same.	0.50 295.00/hr	Canda L250	$147.50
	RR	Reviewed file re Timeslips.	0.20 129.50/hr	Litiga L190	$25.90
2/14/2022	RR	Reviewed and revised pretrial order re pleadings and proposed exhibit list.	1.00 129.50/hr	Litiga L440	$129.50
2/17/2022	RR	Reviewed and revised pretrial order; conferred with S. Mendel re same.	1.00 129.50/hr	Litiga L440	$129.50
2/18/2022	RR	Reviewed and revised pretrial order; conferred with S. Mendel re same.	1.50 129.50/hr	Litiga L440	$194.25
2/19/2022	RR	Reviewed and revised pretrial order; conferred with S. Mendel re same.	2.10 129.50/hr	Litiga L440	$271.95
	SAM	Prepared the joint pretrial order; prepared correspondence to the parties re same.	4.00 395.00/hr	Canda L440	$1,580.00

			Hrs/Rate		Amount
2/20/2022	SAM	Prepared the joint pretrial order; prepared correspondence to the parties re same; reviewed correspondence from and prepared correspondence to Carole Brunsting re same.	6.80 395.00/hr	Litiga L440	$2,686.00
2/21/2022	RR	Reviewed, revised, and filed pretrial order; conferred with S. Mendel re same.	3.00 129.50/hr	Litiga L440	$388.50
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to N. Spielman, B. Bayless, and Carole Brunsting re the pretrial order; conferred with N. Spielman re same; conferred with Carole Brunsting re same; reviewed and revised the joint pretrial order; prepared correspondence to Judge Comstock re same; reviewed proposed pretrial order of Candace Curtis, as prepared by Rik Munson.	7.00 395.00/hr	Litiga L440	$2,765.00
2/22/2022	VMD	Conferred with R. Rosinski re case and scheduling.	0.20 129.50/hr	Litiga L120	$25.90
	SAM	Prepared the first amended joint pretrial order; conferred with re same; reviewed multiple correspondence among the parties and court re same.	2.30 395.00/hr	Canda L440	$908.50
2/23/2022	SAM	Prepared the first amended joint pretrial order; met with re same; reviewed correspondence from and prepared correspondence to Judge Comstock re the pretrial order.	3.00 395.00/hr	Canda L440	$1,185.00
2/24/2022	RR	Reviewed file re fee agreement and billing record requests.	0.50 129.50/hr	Canda L440	$64.75
	SAM	Reviewed and revised the joint pretrial order; conferred with E. Wyatt re same.	1.00 395.00/hr	Canda L440	$395.00
	EJW	Conferred with S. Mendel several times re revisions to Brunsting pre-trial order	0.60 295.00/hr	Litiga L120	$177.00

			Hrs/Rate		Amount
2/24/2022	EJW	Revised Brunsting pre-trial order re C. Schwager's additions to same and B. Bauless' revised jury questions; conferred with re pretrial hearing strategy..	2.60 295.00/hr	Litiga L440	$767.00
2/25/2022	RR	Prepared for and attended Zoom hearing with S. Mendel re pretrial conference, motion to exclude, and motion for summary judgment; conferred with staff re same.	1.80 129.50/hr	Canda L230	$233.10
	SAM	Reviewed and revised the joint pretrial order; conferred several times with re same; prepared multiple correspondence to and reviewed multiple correspondence from the parties re same.	6.50 395.00/hr	Canda L440	$2,567.50
	SAM	Prepared for and attended the joint pretrial hearing and hearing on the motions for summary judgment andt to excluded evidence; conferred with post-hearing re same; prepared correspondence to and reviewed correspondence from re same; conferred with	3.00 395.00/hr	Canda L230	$1,185.00
2/26/2022	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to N. Spielman and B. Bayless re court's possible consolidation of subdockets; reviewed the file re same.	0.50 395.00/hr	Canda L240	$197.50
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to N. Spielman and B. Bayless re additional proceedings that affect the trial of the case; reviewed multiple correspondence from C. Schwager re same; reviewed the file re same.	1.40 395.00/hr	Canda L120	$553.00
2/27/2022	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless re additional proceedings that affect the trial of the	1.50 395.00/hr	Canda L440	$592.50

			Hrs/Rate		Amount
		case; prepared multiple correspondence to re same; prepared outline re trial issues.			
2/28/2022	RR	Reviewed discovery re supplementation needed for attorneys' fees trial.	1.50 129.50/hr	Litiga L310	$194.25
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to re pending matters post pretrial conference.	0.60 395.00/hr	Canda L120	$237.00
		For professional services rendered	591.80		$164,958.05
		Additional Charges :			
6/23/2020		Prepared mediation exhibit copies.			$22.60
6/24/2020		Prepared mediation exhibit copies.			$45.20
7/30/2020		Filing fees re response to Carl Brunsting's motion for summary judgment.			$25.72
8/18/2020		Trial transcripts - Hipolita G. Lopez (court reporter).			$409.49
9/10/2020		Filing fees re Defendants' & Co-Trustees' Joint Amended Response to Carl Brunsting's Motion for Partial Summary Judgment.			$25.72
9/12/2020		Filing fees and copy fees for Brunsting federal court matters.			$47.10
9/14/2020		Trial transcripts - Hipolita G. Lopez (court reporter) (original cost - $799.50) / refunded check no. 282 for $149.50.			$650.00
		Trial transcripts - Katherine Metzger.			$268.25
		Postage.			$7.15
9/28/2020		Trial transcripts - Hipolita G. Lopez (court reporter).			$120.00
		LSO.			$21.79

		Amount
9/28/2020	Courier - LSO.	$21.79
10/5/2020	Deposition transcript of Candace Curtis.	$506.00
	Certificate of non-appearance of Candace Curtis.	$225.00
10/20/2020	Postage.	$0.50
	Copies within the Firm.	$1.00
10/5/2021	Copies re co-trustees' motion for summary judgment.	$6.60
10/13/2021	Telephone.	$33.76
10/15/2021	Copies within the firm re plaintiff's answers to Anita and Amy Brunsting and C. Curtis's answers to Anita and Amy Brunsting's original counterclaim.	$39.00
10/19/2021	Copies within the firm re motion for summary judgment.	$6.60
11/5/2021	Copies within the Firm.	$16.40
11/24/2021	Telephone - conference call.	$8.84
11/30/2021	Telephone - conference call.	$25.18
12/13/2021	Copies within the Firm.	$3.80
1/6/2022	Filing fees re proposed order re C. Brunsting.	$2.06
2/7/2022	Copies within the Firm re C. Curtis response to motion to sever.	$4.00
2/8/2022	Trial transcripts - Hipolita G. Lopez inv. no. 220302.	$72.33
2/21/2022	Filing fees re pretrial order.	$2.06
2/24/2022	Copies regarding the joint pretrial order.	$21.20
2/25/2022	Copies regarding the joint pretrial order.	$42.40

		Amount
2/28/2022	Copies within the Firm.	$20.00
	Total additional charges	$2,701.54

TAB 52

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, et al	§	
	§	
v.	§	
	§	
ANITA KAY BRUNSTING, et al	§	

Defendant/Co-Trustees' Anita K Brunsting & Amy R. Brunsting's Supplemental Discovery Responses & Production of Attorneys' Fees Billing Records

Defendant/Co-Trustees Anita K. Brunsting and Amy R. Brunsting supplement their prior discovery responses as provided herein.

Respectfully submitted,

// s // Stephen A. Mendel

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Respectfully submitted,

// s // Neal E. Spielman

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Attorneys for Defendant/Co-Trustee Amy R. Brunsting

Certificate of Service

I hereby certify that a true and correct copy of the foregoing instrument has been sent to all counsel of record/pro se parties via E-file and/or direct e-mail.

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via eService, email, telefax, or first class mail, on this March 4, 2022.

// s // Stephen A. Mendel

Stephen A. Mendel

1. The correct names of the parties to the lawsuit.

RESPONSE: In addition to Defendant/Co-Trustees prior responses, the correct spelling of the names of the parties, which includes every sibling, are as set forth in the pleadings and other instruments set forth in this case.

2. The names, addresses, and telephone numbers of any potential parties.

RESPONSE: See Defendant/Co-Trustees prior responses to this request.

3. The legal theories and, in general, the factual basis of the responding party's claims or defenses (the responding party need not marshal all evidence that may be offered at trial).

RESPONSE: In addition to the Defendant/Co-Trustees prior responses to this request, Defendant/Co-Trustees incorporate by reference as though set forth in full herein, all of their prior pleadings, motions, responses, replies, discovery answers, discovery responses, discovery production, and other instruments, both at the federal court level and state court level (both district court and probate court).

4. The amount and any method of calculating economic damages.

RESPONSE: In addition to the Defendant/Co-Trustees prior responses to this request, Defendant/Co-Trustees incorporate by reference as though set forth in full herein, all of their prior pleadings, motions, responses, replies, discovery answers, discovery responses, discovery production, and other instruments, both at the federal court level and state court level (both district court and probate court). More specifically, but not exclusively, Candace Louise Curtis has suffered no damages by virtue of her violation of the no-contest provisions of the trust instruments.

5. The name, address, and telephone number of persons having knowledge of relevant facts, and a brief statement of each identified person's connection with the case.

RESPONSE: In addition to the Defendant/Co-Trustees prior responses to this request. Defendant/Co-Trustees incorporate by reference as though set forth in full herein, all of their prior pleadings, motions, responses, replies, discovery answers, discovery responses, discovery production, and other instruments (such as the pretrial orders), both at the federal court level and state court level (both district court and probate court). More specifically, but not exclusively, Candace Louise Curtis has suffered no damages by virtue of her violation of the no-contest provisions of the trust instruments.

6. For any testifying experts:

A. The expert's name, address, and telephone number;

B. The subject matter on which the expert will testify;

C. The general substance of the expert's mental impressions and opinions and a brief summary of the basis for them, or if the expert is not retained by, employed by, or otherwise subject to your control, documents reflecting such information;

D. If the expert is retained by, employed by, or otherwise subject to your control:

1) All documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and

2) The expert's current resume and bibliography.

RESPONSE: In addition to all other persons designated by the Co-Trustees as experts in this case, the Co-Trustees supplement as follows:

Stephen A. Mendel (13930650)
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Ste 104
Houston, TX 77079
O: 281-759-3213
F: 281-759-3214

Mr. Mendel will testify about the amount, reasonableness, and necessity of any attorneys' fees, expenses, and/or costs sought by any party in this case, including fees, expenses, and costs paid or incurred by the Defendant/Co-Trustees. Mr. Mendel's opinions are based on his skill, knowledge, education, experience, and training, and the work conducted in this case and cases related to this case, such as the 2012 and 2016 federal court cases, and the appeals related thereto, the plaintiff's bill of review, the plaintiff's efforts to domestic an instrument that is not a final judgment, claims asserted against Vacek & Freed, and administration of the decedent and survivor trusts. Mr. Mendel's opinions are based on factors that include, but may not be limited to: (1) the time and labor required; (2) the nature of the issues raised in the case; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorneys due to acceptance of this case; (5) the customary fee in such cases; (6) the nature of the fee arrangement; (7) time limitations imposed by the client or the circumstances; (8) the amount of the potential judgment and the results that may be obtained; (9) his experience, reputation, and ability of himself and those who assisted him with this case; (10) whether the case imposed any hardship on his law firm and/or his litigation docket; and (11) the

nature of his professional relationship with Defendant/Co-Trustee Anita K. Brunsting. As of February 28, 2022, Mr. Mendel opines that the attorneys' fees, expenses, and costs will be not less than $500,000.00 and, in reasonable probability will be higher because of additional work to perform between March 1, 2022, through the date of a final judgment and any appeals that may arise. See billing records attached hereto as Exhibit A.

Samuel Griffin (8473800)
Neal E. Spielman (0794678)
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
Tel: 281-870-1124
Fax: 281-870-1647

Messrs. Griffin and Spielman will testify about the amount, reasonableness, and necessity of any attorneys' fees, expenses, and/or costs sought by any party in this case. Their opinions are based on their skill, knowledge, education, experience, and training, and the work conducted in this case and cases related to this case, such as the 2012 federal court case, and the appeals related thereto, the plaintiff's bill of review, and the plaintiff's efforts to domestic an instrument that is not a final judgment, and claims asserted against Vacek & Freed, and administration of the decedent and survivor trusts. Messrs. Griffin's and Spielman's opinions are based on factors that include, but may not be limited to: (1) the time and labor required; (2) the nature of the issues raised in the case; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorneys due to acceptance of this case; (5) the customary fee in such cases; (6) the nature of the fee arrangement; (7) time limitations imposed by the client or the circumstances; (8) the amount of the potential judgment and the results that may be obtained; (9) their experience, reputation, and ability of themselves and those who assisted them with this case; (10) whether the case imposed any hardship on the law firm of Griffin & Matthews and/or their litigation docket; and (11) the nature of his professional relationship with Defendant/Co-Trustee Amy R. Brunsting. As of February 28, 2022, Messrs. Griffin and Spielman opine that the attorneys' fees, expenses, and costs will be not less than $205,000.00 and, in reasonable probability will be higher because of additional work to perform between March 1, 2022, through the date of a final judgment and any appeals that may arise. See billing records attached hereto as Exhibit B.

7. Any indemnity and insuring agreements described in Texas Rule of Civil Procedure192.3 (f).

RESPONSE: None.

8. Any settlement agreements described in Texas Rule of Civil Procedure 192.3(g).

RESPONSE: The parties mediated the case three (3) times without success.

A. 2012 –William T. Miller, a probate and trust litigator with Hunton Andrews Kurth.

B. November 2019 – Hon. Charles Seymore.

C. June 2020 – Hon. Mark Davidson.

Defendant/Co-Trustees did not enter into any settlement agreements with person or entity at any of the foregoing mediations.

9. Discoverable witness statements.

RESPONSE: In addition to all other statements, if any, identified by the Co-Trustees, none; provided, however, to the extent that the depositions of Candace Kunz-Freed, Carl Brunsting, and Carole Brunsting, and all affidavits and/or unsworn declaration on file in this matter, of any person, including any party, constitute a witness statement, then such statements are incorporated by reference herein as though set forth in full.

10. In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills that are reasonably related to the injuries or damages asserted or; in lieu thereof, an authorization permitting the disclosure of such medical records and bills.

RESPONSE: Not applicable.

11. In a suit alleging physical or mental injury and damages from the occurrence that is the subject of the case, all medical records and bills obtained by the responding party by virtue of an authorization furnished by the requesting party.

RESPONSE: Not applicable.

12. Produce the name, address, and telephone number of any person who may be designated as a responsible third party.

RESPONSE: None.

* * * * *

Exhibit A

The Mendel Law Firm, L.P.

Attorneys & Counselors
1155 Dairy Ashford, Suite 104
Houston, TX 77079

Anita K. Brunsting
801 Bassington Court
Pflugerville, TX 78660

In Reference To:

C.A. No. 412249 & 412249-401; *Candace Curtis v. Anita Brunsting, Et Al*; In Probate Court No. 4, Harris County, Texas.

C.A. No. 412249 & 412249-402; *Candace Curtis v. Anita Brunsting, Et Al - Plea in Abatement;* In Probate Court No. 4, Harris County, Texas.

C.A. No. 412249 & 412249-403; *Carl Henry Brunsting, Executor of the Estates of Elmer H. Brunsting & Nelva E. Brunsting; v. Candace L. Kunz-Greed & Vacek & Freed, PLLC;* In Probate Court No. 4, Harris County, Texas (transfer of C.A. 2013-05455 from the 164th District Court, Harris County, Texas).

C.A. No. 412249 & 412249-404; *Candace Curtis v. Anita Brunsting, Et Al - Bill of Review;* In Probate Court No. 4, Harris County, Texas.

Professional Services

			Hrs/Rate		Amount
9/10/2014	SAM	Conferred with prepared correspondence to	0.50 395.00/hr	Canda L120	NO CHARGE
9/17/2014	SAM	Reviewed the court's file re case status; reviewed authorities re	0.60 395.00/hr	Litiga L120	$237.00
9/26/2014	SAM	Prepared for and met with conferred with	3.00 395.00/hr	Canda L120	$1,185.00
	BEF	Reviewed probate court records, federal court records, district court Vacek & Freed records, and District Court Rule 202 records re status and	2.40 295.00/hr	Canda L110	$708.00

			Hrs/Rate		Amount
		allegations in the various cases and potential issues regarding trust and related issues; prepared multiple correspondence to			
9/26/2014	BEF	Met with	3.00 295.00/hr	Canda L110	NO CHARGE
10/13/2014	SAM	Prepared for and attended telephone conference with conferred with conferred with	1.50 395.00/hr	Canda L120	$592.50
	BEF	Conferred with	0.20 295.00/hr	Canda L120	NO CHARGE
10/17/2014	BEF	Reviewed documents produced by former counsel re deadlines.	0.20 295.00/hr	Canda L120	$59.00
10/21/2014	SAM	Prepared the engagment letter; prepared correspondence to	0.30 395.00/hr	Canda L120	NO CHARGE
10/26/2014	SAM	Finalized the engagement letter for prepared correspondence to	0.20 395.00/hr	Canda Admi	NO CHARGE
10/30/2014	SAM	Reviewed correspondence from reviewed file re	0.30 395.00/hr	Canda L120	$118.50
	BEF	Reviewed J. Ostrom's request for distribution.	0.30 295.00/hr	Canda L120	$88.50
11/5/2014	SAM	Reviewed the court's file; prepared correspondence to	0.60 395.00/hr	Canda L120	$237.00
	LGR	Reviewed and updated the litigation files; conferred with K. Clairmont re same.	0.30 129.50/hr	Litiga L140	NO CHARGE
11/6/2014	KRC	Reviewed notice of hearing; updated pleadings index.	0.20 129.50/hr	Litiga L140	NO CHARGE

			Hrs/Rate		Amount
11/7/2014	BRD	Reviewed the court's records and obtained a copy of the case files.	0.80 129.50/hr	Canda L190	$103.60
11/10/2014	SAM	Reviewed correspondence from conferred with	0.20 395.00/hr	Canda L120	$79.00
	BRD	Reviewed and organized client documents; conferred with	0.50 129.50/hr	Canda L140	$64.75
	BRD	Reviewed and organized client documents.	0.80 129.50/hr	Canda L140	$103.60
	BEF	Reviewed motion to modify preliminary injunction.	0.10 295.00/hr	Canda L120	$29.50
11/11/2014	BRD	Reviewed and organized client documents.	0.80 129.50/hr	Canda L140	$103.60
11/12/2014	BRD	Prepared notice of appearance.	1.30 129.50/hr	Canda L190	NO CHARGE
11/13/2014	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
	SAM	Prepared file memo re status of the case.	0.20 395.00/hr	Canda L120	$79.00
	BRD	Prepared notice of appearance.	0.80 129.50/hr	Canda L190	$103.60
	BEF	Reviewed Mills Shirley case files re case history.	1.00 295.00/hr	Canda L110	$295.00
11/14/2014	SAM	Conferred with finalized the notice of appearance; prepared correspondence to	1.10 395.00/hr	Canda L120	$434.50
	BRD	Conferred with prepared notice of appearance.	0.50 129.50/hr	Canda L190	$64.75

			Hrs/Rate		Amount
11/14/2014	BEF	Reviewed motion for distribution, trust documents, federal injunction proceeding issues, special master transcript, C. Brunsting deposition, prior production and statements issued in the case; conferred with conferred with J. Ostrom re hearing on motion to distribute, settlement history, and status of the case.	5.60 295.00/hr	Canda L120	$1,652.00
11/15/2014	SAM	Reviewed correspondence from and prepared correspondence to reviewed the court's electronic docket sheet.	0.30 395.00/hr	Canda L120	NO CHARGE
11/17/2014	BEF	Conferred with	1.60 295.00/hr	Canda L110	$472.00
	BEF	Conferred with C. Reed (Vacek & Freed attorneys) re status and history of the case; reviewed file re same.	1.30 295.00/hr	Canda L110	$383.50
	BEF	Prepared correspondence to prepared response to	0.30 295.00/hr	Canda L110	NO CHARGE
11/18/2014	SAM	Reviewed the court's file re pending activity.	0.30 395.00/hr	Canda L120	$118.50
11/19/2014	SAM	Prepared outline of pending issues; conferred with	1.40 395.00/hr	Canda L120	$553.00
	TTT	Reviewed the trusts; conferred with	0.50 295.00/hr	Litiga L120	NO CHARGE
	BRD	Processed original documents.	0.50 129.50/hr	Litiga L140	NO CHARGE

			Hrs/Rate		Amount
11/19/2014	BEF	Reviewed supplemental bank statements and spreadsheets prepared by prepared statements for production; reviewed file re prior production.	0.90 295.00/hr	Canda L320	$265.50
	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L320	NO CHARGE
	BEF	Reviewed the trusts re trustee obligations and rights; met with	0.90 295.00/hr	Trust L120	$265.50
11/20/2014	KRC	Reviewed and organized client documents; updated pleadings index.	0.30 129.50/hr	Litiga L190	NO CHARGE
	BEF	Prepared statements for production; prepared correspondence to counsel re same; reviewed correspondence from B. Bayless re Edward Jones statements; reviewed file re same.	1.30 295.00/hr	Carl L320	$383.50
	BEF	Prepared correspondence to ; prepared correspondence to	0.30 295.00/hr	Trust L320	NO CHARGE
11/21/2014	TTT	Conferred with reviewed file re same; reviewed authorities re removal of the trustee and various causes of action against the trustee.	1.00 295.00/hr	Canda L120	$295.00
	KRC	Conferred with reviewed and organized client documents.	0.30 129.50/hr	Litiga L190	NO CHARGE
	BEF	Prepared stock statements for production and reviewed same; reviewed various spreadsheets and pleadings re reviewed gifting analysis.	3.00 295.00/hr	Trust L320	$885.00
12/2/2014	SAM	Conferred twice with	0.80 395.00/hr	Canda L120	$316.00

			Hrs/Rate		Amount
12/2/2014	BEF	Prepared correspondence to conferred with	0.30 295.00/hr	Trust L120	NO CHARGE
	BEF	Reviewed federal case re history and developments that led to injunction and prepared motion to pay CPA; reviewed amendment to injunction allowing for same; conferred with prepared response to motion to distribute funds; prepared supplemental production.	2.10 295.00/hr	Canda L250	$619.50
12/3/2014	SAM	Conferred twice with	0.60 395.00/hr	Canda L120	$237.00
	TTT	Conferred with	0.30 295.00/hr	Trust L120	NO CHARGE
	BEF	Prepared response to request for attorneys fees; reviewed trust documents and QBD re same; reviewed authorities re HEMS standard and no contest clause; conferred with reviewed file re disputed distributions and trust language and tests re same.	5.80 295.00/hr	Canda L240	$1,711.00
12/5/2014	SAM	Reviewed and revised the response to plaintiff's motion to remove the trustees and the motion for distribution of fund; conferred with ; prepared correspondence to	0.80 395.00/hr	Canda L240	$316.00
	BEF	Reviewed authorities re	3.10 295.00/hr	Carl L250	$914.50
		reviewed trust instruments re same; prepared response to Carl Brunsting's motion for distribution of trust fund to pay creditor-attorneys; prepared response to Carl Brunsting's motion to remove Anita & Amy as co-trustees; prepared exhibits re same; conferred with			

			Hrs/Rate		Amount
		met with			
12/5/2014	BEF	Reviewed authorities re	3.00 295.00/hr	Canda L250	$885.00
		prepared response to C. Curtis' motion for distribution of trust fund to pay creditor-attorneys; prepared exhibits re same; conferred with met with			
	BEF	Prepared correspondence to	0.10 295.00/hr	Litiga L250	NO CHARGE
12/8/2014	BEF	Prepared correspondence to	0.20 295.00/hr	Litiga L120	NO CHARGE
	BEF	Reviewed C. Curtis' reply and response to motion for distribution of funds; reviewed authorities cited therein re prepared correspondence to	1.10 295.00/hr	Canda L120	$324.50
12/9/2014	SAM	Conferred with	0.20 395.00/hr	Litiga L250	NO CHARGE
	BEF	Prepared for, traveled to, attended, and returned from hearing on motions to disburse trust funds to C. Curtis' attorneys; motions denied by court; prepared orders denying C. Curtis' motions; authorities showing error in C. Curtis' logic with respect to implicit argument that legislature included attorneys fees as necessities; met with J. Ostrom and B. Bayless post-hearing re potential settlement and case history; met with C. Reed prior to the hearing re status of the Vacek litigation; met with	3.50 295.00/hr	Canda L230	$1,032.50

			Hrs/Rate		Amount
12/9/2014	BEF	Prepared for, traveled to, attended, and returned from hearing on motions to disburse trust funds to Carl Brunsting's attorneys; motions denied by court; prepared orders denying Carl Brunsting's motions; authorities showing error logic with respect to implicit argument that legislature included attorneys fees as necessities; met with J. Ostrom post-hearing re potential settlement and case history; met with C. Reed prior to the hearing re status of the Vacek litigation; met with	3.60 295.00/hr	Carl L230	$1,062.00
	BEF	Conferred with	0.40 295.00/hr	Carl L120	$118.00
12/10/2014	BEF	Conferred with	0.80 295.00/hr	Carl L120	$236.00
	BEF	Prepared supplemental document production; conferred with B. Bayless re bond liquidation; prepared correspondence to all counsel re same; reviewed objection from B. Bayless and prepared response citing specific language in the court order.	0.70 295.00/hr	Carl L320	$206.50
	BEF	Reviewed Mills Shirley file re apparently missing documents and files from the federal case; prepared correspondence to reviewed trust instrument re claims and defenses in the case and varying standards for Anita's decisions;	1.40 295.00/hr	Canda L320	$413.00
12/11/2014	SAM	Reviewed the decedent's trust, survivor's trust, the QBD trust; conferred with conferred with ; conferred with	1.30 395.00/hr	Canda L120	$513.50
	BEF	Conferred with prepared outline of the case and extensively review of trust documents and	4.00 295.00/hr	Canda L120	$1,180.00

			Hrs/Rate		Amount
		potential ambiguities and arguments related to same; conferred with reviewed authorities re			
12/12/2014	TTT	Conferred with	0.30 295.00/hr	Canda L120	$88.50
	BEF	Conferred with	0.40 295.00/hr	Canda L120	NO CHARGE
	BEF	Reviewed file re	2.50 295.00/hr	Canda L310	$737.50
		conferred with J. Ostrom re C. Curtis' failure to provide mandatory disclosures in federal case; prepared request for disclosure; conferred with prepared plea to the jurisdiction and related issues re federal injunction.			
	BEF	Reviewed file re prepared request for disclosure; conferred with prepared plea to the jurisdiction and related issues re federal injunction.	2.40 295.00/hr	Carl L310	$708.00
12/16/2014	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L310	NO CHARGE
1/9/2015	BEF	Reviewed correspondence re proposed deposition dates; reviewed file re injunction and problems with the federal court remand or case that was never removed, J. Ostrom nonsuit of injunctive relief, and trust barriers to such injunction.	3.10 295.00/hr	Canda L250	$914.50

			Hrs/Rate		Amount
1/12/2015	BEF	Conferred with	0.30 295.00/hr	Canda L330	NO CHARGE
	BEF	Prepared response to B. Bayless re injunction and deposition dates.	0.50 295.00/hr	Carl L330	$147.50
	BEF	Reviewed C. Curtis' response to request for disclosure and compared to pleadings.	0.40 295.00/hr	Canda L330	$118.00
1/13/2015	SAM	Conferred with	0.40 395.00/hr	Canda L120	$158.00
	BEF	Conferred with	0.30 295.00/hr	Trust L110	NO CHARGE
	BEF	Reviewed document production and discovery responses exchanged in the case; conferred with prepared correspondence to all counsel re need for new docket control order in light of plaintiff's failure to provide substantive responses to request for disclosure regarding damages, attorneys' fees, and matters in dispute; prepared supplemental responses to request for production and prepared correspondence to	3.20 295.00/hr	Canda L310	$944.00
	BEF	Reviewed authorities re	2.10 295.00/hr	Canda L120	$619.50
1/14/2015	BEF	Conferred with	0.30 295.00/hr	Litiga L120	NO CHARGE
	BEF	Reviewed client documents re transactions and claims in Candace's pleadings.	0.30 295.00/hr	Canda L120	$88.50
1/21/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L110	$29.50

			Hrs/Rate		Amount
1/22/2015	KRC	Reviewed request for disclosure; updated pleadings index.	0.20 129.50/hr	Canda L140	$25.90
1/27/2015	BEF	Reviewed C. Curtis' new pleadings.	0.30 295.00/hr	Canda L210	$88.50
	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L210	NO CHARGE
1/28/2015	BEF	Reviewed client documents re response to issues raised in C. Curtis' petition; conferred with	0.90 295.00/hr	Canda L120	$265.50
1/29/2015	BEF	Conferred with	0.40 295.00/hr	Canda L120	NO CHARGE
1/30/2015	BL	Conferred with	0.10 129.50/hr	Canda L190	$12.95
	BEF	Reviewed documents received from reviewed transcript of federal case TRO hearing; prepared correspondence to	1.30 295.00/hr	Canda L310	$383.50
	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L120	NO CHARGE
2/4/2015	BEF	Conferred with prepared correspondence to reviewed the Wills re executors.	0.70 295.00/hr	Carl L330	$206.50
2/5/2015	SAM	Conferred with	0.30 395.00/hr	Litiga L120	NO CHARGE
	BEF	Prepared no-evidence motion for summary judgment re Carl Brunsting's allegations and causes of action against A. Brunsting.	0.30 295.00/hr	Carl L240	$88.50

			Hrs/Rate		Amount
2/5/2015	BEF	Prepared no-evidence motion for summary judgment re C. Curtis' allegations and causes of action against A. Brunsting.	0.30 295.00/hr	Canda L240	$88.50
	BEF	Reviewed the C. Curtis' pleadings and filings re transfer of federal case and new request for distribution; conferred with	0.70 295.00/hr	Canda L210	$206.50
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L210	NO CHARGE
2/6/2015	BEF	Reviewed personal representative issues and claims by personal representatives; conferred with	0.80 295.00/hr	Carl L120	$236.00
2/17/2015	SAM	Conferred twice with	0.60 395.00/hr	Carl L120	$237.00
	BEF	Reviewed deposition of Carl Brunsting; prepared correspondence to C. Reed re same and re meeting with him re facts of the case.	1.00 295.00/hr	Carl L330	$295.00
	BEF	Prepared correspondence to conferred with	0.10 295.00/hr	Carl L120	NO CHARGE
	BEF	Prepared response to C. Curtis' request for distribution, and motion to quash injunction.	0.20 295.00/hr	Canda L120	NO CHARGE
	BEF	Prepared motion to quash injunction; reviewed authorities re	1.10 295.00/hr	Canda L250	$324.50
	BEF	Prepared response to C. Curtis' motion for distribution; reviewed main case and subdocket re C. Curtis' several filings in wrong case and ensuring responses are filed in wrong case to ensure consideration; reviewed Carol Brunsting's objection to C. Curtis' request; conferred with	2.20 295.00/hr	Canda L250	$649.00

			Hrs/Rate		Amount
		; conferred with			
2/18/2015	BEF	Prepared response to C. Curtis' motion for $40,000 distribution for attorneys' fees; prepared for, traveled to, attended, and returned from court re oral hearing on motion for continuance and C. Curtis' motion for distribution; motion for continuance granted; C. Curtis' motion for distribution denied.	4.80 295.00/hr	Canda L230	$1,416.00
	BEF	Conferred with	0.50 295.00/hr	Carl L230	$147.50
2/19/2015	KRC	Reviewed request for disclosures; updated pleadings index.	0.20 129.50/hr	Litiga L140	NO CHARGE
	BEF	Prepared correspondence to J. Ostrom re order of consolidation.	0.20 295.00/hr	Canda L250	$59.00
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L440	NO CHARGE
	BEF	Reviewed file re B. Bayless inquiries into document production and tax returns; conferred with	0.60 295.00/hr	Trust L320	$177.00
	BEF	Reviewed Carl Brunsting's motion to resign; reviewed authorities re implications of same.	0.40 295.00/hr	Carl L250	$118.00
2/20/2015	BEF	Prepared correspondence to C. Reed re court's indication it would bring in legal malpractice case; reviewed C. Curtis' emails re objections to her appointment.	0.50 295.00/hr	Canda L120	$147.50
2/23/2015	BEF	Conferred with	1.10 295.00/hr	Canda L120	$324.50

			Hrs/Rate		Amount
2/23/2015	BEF	Reviewed tax documents from reviewed IRS forms re same.	0.20 295.00/hr	Trust L310	 $59.00
2/25/2015	BEF	Reviewed the trust 2013 1041 tax returns.	0.20 295.00/hr	Trust L320	 $59.00
2/26/2015	BEF	Reviewed C. Curtis' response to request for disclosures and alleged damages; compared allegations to financial records and unable to reconcile; conferred with J. Ostrom re where allegations arose from; reviewed master's report and determined reviewed emails and correspondence in the federal case re	3.00 295.00/hr	Canda L110	 $885.00
	BEF	Conferred with	0.80 295.00/hr	Canda L120	 $236.00
	BEF	Conferred with reviewed file re same.	0.80 295.00/hr	Canda L120	 $236.00
	BEF	Reviewed authorities re conferred with	0.60 295.00/hr	Canda L120	 $177.00
	BEF	Prepared supplemental production.	1.30 295.00/hr	Canda L320	 $383.50

			Hrs/Rate		Amount
2/27/2015	BEF	Prepared correspondence to	0.20 295.00/hr	Litiga L110	NO CHARGE
	BEF	Reviewed the recordings of Carl Brunsting re split with D. Brunsting; compared to timeline re same.	0.50 295.00/hr	Carl L110	$147.50
	BEF	Reviewed file and compiled exhibits re objection to C. Curtis' application for appointment as personal representative; prepared objection re same.	2.10 295.00/hr	Canda L210	$619.50
3/4/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Trust L120	$29.50
	BEF	Prepared correspondence to J. Ostrom re filing consolidation order.	0.10 295.00/hr	Canda L250	$29.50
3/5/2015	BEF	Prepared objection and response to C. Curtis' application for appointment as personal representative; reviewed client documents and discovery produced re same; prepared correspondence to	3.10 295.00/hr	Canda L250	$914.50
3/9/2015	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE
	BEF	Conferred with	0.30 295.00/hr	Canda L120	NO CHARGE
	BEF	Prepared objection and response to C. Curtis' application for appointment as personal representative; conferred with prepared exhibits re same; prepared correspondence to counsel of record re same.	1.20 295.00/hr	Canda L250	$354.00
3/10/2015	SAM	Conferred with	0.20 395.00/hr	Trust L120	NO CHARGE

			Hrs/Rate		Amount
3/10/2015	BEF	Reviewed rejected filing re claim of original filing fee due; reviewed government code re same and cited same to rejecting clerk; prepared document for resubmission and explanation of fees permissible under government code.	1.00 295.00/hr	Litiga L210	$295.00
	BEF	Prepared correspondence to prepared correspondence to	0.20 295.00/hr	Litiga L210	NO CHARGE
	BEF	Reviewed A. Tschirhart's proposed objections and response to C. Curtis' application to be appointed personal representatives of the estates; prepared correspondence to conferred with	1.20 295.00/hr	Canda L210	$354.00
	BEF	Prepared motion to compel Carl Brunsting to respond to requests for disclosures; prepared exhibits re same; prepared demand to B. Bayless re accounting from Carl Brunsting.	0.80 295.00/hr	Carl L350	$236.00
	BEF	Prepared motion to compel C. Curtis to respond to requests for disclosures.	0.40 295.00/hr	Canda L350	$118.00
3/11/2015	SAM	Conferred with	0.20 395.00/hr	Canda L120	$79.00
	KRC	Reviewed docket control order; updated pleadings index.	0.50 129.50/hr	Canda L140	$64.75
	BEF	Prepared motion to compel Carl Brunsting to respond to disclosures; conferred with prepared exhibits re same; reviewed authorities re	1.30 295.00/hr	Carl L350	$383.50

			Hrs/Rate		Amount
3/11/2015	BEF	Prepared motion to compel C. Curtis to respond to disclosures; conferred with prepared exhibits re same; reviewed authorities re	1.30 295.00/hr	Canda L350	$383.50
	SAM	Conferred with	0.10 395.00/hr	Carl L350	$39.50
3/12/2015	BEF	Reviewed correspondence from B. Bayless re no accounting or information to be provided by Carl Brunsting; prepared response re same outlining Estate Code requirements.	0.60 295.00/hr	Trust L310	$177.00
3/13/2015	BEF	Reviewed correspondence from prepared response re same; reviewed Amy's response and objection to Carl Brunsting's resignation and C. Curtis' application for appointment as personal representative.	0.70 295.00/hr	Canda L120	$206.50
	BEF	Reviewed A. Brunsting and A. Tschirhart's prior responses to disclosures and potential supplementation issues re same; prepared correspondence to D. Smith re status of the case and desires re supplementation in light of additional information needed from C. Curtis.	0.40 295.00/hr	Canda L310	$118.00
	BEF	Reviewed A. Brunsting and A. Tschirhart's prior responses to disclosures and potential supplementation issues re same; prepared correspondence to D. Smith re status of the case and desires re supplementation in light of additional information needed from Carl Brunsting.	0.30 295.00/hr	Carl L310	$88.50
3/16/2015	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE

			Hrs/Rate		Amount
3/16/2015	BEF	Prepared supplemental disclosures; reviewed file and document production re same conferred with	1.80 295.00/hr	Canda L310	$531.00
3/17/2015	SAM	Conferred twice with B.	0.40 395.00/hr	Canda L120	$158.00
	BEF	Conferred with J. Ostrom re available for hearing set by court and to disregard request to move hearing date on motion to compel, administrator issues, and potential assignment out of estate to will devisees.	0.30 295.00/hr	Canda L120	$88.50
	BEF	Conferred with	0.80 295.00/hr	Canda L120	$236.00
	BEF	Reviewed C. Curtis' supplemental response to request for disclosure and potential damage model; reviewed authorities re prepared legal memorandum re same.	3.10 295.00/hr	Canda L310	$914.50
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L120	NO CHARGE
3/18/2015	BEF	Reviewed and organized emails and recordings from prepared same for supplemental production.	1.70 295.00/hr	Canda L110	$501.50
	BEF	Conferred with	0.30 295.00/hr	Canda L110	NO CHARGE
	BEF	Reviewed and organized emails and recordings from prepared same for supplemental production.	1.70 295.00/hr	Canda L110	$501.50

			Hrs/Rate		Amount
3/20/2015	BEF	Conferred with	0.30 295.00/hr	Carl L110	NO CHARGE
3/23/2015	BEF	Reviewed correspondence from prepared correspondence to prepared response re same.	0.20 295.00/hr	Trust L120	NO CHARGE
	BEF	Conferred with prepared for, traveled to, attended, and returned from status conference, hearing on motion to compel, and hearing re estate administrators.	6.20 295.00/hr	Canda L230	$1,829.00
3/24/2015	BEF	Conferred with	0.30 295.00/hr	Canda L120	NO CHARGE
	BEF	Reviewed trust instruments re distribution request by the court; conferred with	1.10 295.00/hr	Canda L120	$324.50
3/25/2015	BEF	Reviewed correspondence from Judge Butts re third party administrator.	0.20 295.00/hr	Canda L120	$59.00
3/26/2015	KRC	Updated pleadings index.	0.20 129.50/hr	Litiga L140	NO CHARGE
	BEF	Conferred with conferred with C. Reed re proposed third party administrators; conferred with colleagues re	1.70 295.00/hr	Canda L120	$501.50
3/27/2015	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
3/30/2015	BEF	Reviewed C. Curtis' substitution; conferred with J. Ostrom re same; conferred with prepared correspondence	0.90 295.00/hr	Canda L210	$265.50

			Hrs/Rate		Amount
		to Judge Butts re update on third party administrator.			
3/30/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L210	NO CHARGE
4/7/2015	BEF	Reviewed correspondence from C. Reed re Vacek & Freed preference on proposed third party administrator; prepared response re C. Curtis terminated counsel; prepared correspondence to conferred with	0.40 295.00/hr	Canda L120	$118.00
4/10/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L120	NO CHARGE
4/17/2015	BEF	Prepared supplemental production.	0.40 295.00/hr	Canda L320	$118.00
5/1/2015	BEF	Prepared Iowa tax documents for production.	0.20 295.00/hr	Litiga L320	$59.00
5/5/2015	BEF	Conferred with	0.20 295.00/hr	Trust L320	NO CHARGE
	BEF	Conferred with C. Faber re request for tax returns.	0.20 295.00/hr	Trust L320	$59.00
5/6/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L310	NO CHARGE
5/13/2015	BEF	Prepared supplemental production.	0.60 295.00/hr	Canda L320	$177.00
	BEF	Conferred with reviewed file and trusts re	0.80 295.00/hr	Canda L120	$236.00

			Hrs/Rate		Amount
5/15/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Litiga L310	NO CHARGE
5/18/2015	SAM	Conferred twice with	0.60 395.00/hr	Canda L120	$237.00
	TTT	Conferred with	0.30 295.00/hr	Canda L120	NO CHARGE
	BEF	Reviewed Carl Brunsting's supplemental response to request for disclosure; conferred with reviewed authorities re conferred with prepared outline of remaining issues in the case.	6.10 295.00/hr	Carl L310	$1,799.50
5/19/2015	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
	BEF	Conferred with	0.40 295.00/hr	Carl L120	$118.00
	BEF	Reviewed C. Curtis' motion to show authority, and C. Curtis' interrogatories.	0.30 295.00/hr	Canda L120	$88.50
5/20/2015	BRD	Conferred with	1.00 129.50/hr	Canda L190	$129.50
	BEF	Conferred with	0.20 295.00/hr	Canda L310	NO CHARGE

			Hrs/Rate		Amount
5/28/2015	SAM	Conferred with reviewed	0.40 395.00/hr	Canda L120	$158.00
	BEF	Conferred with	0.30 295.00/hr	Carl L310	NO CHARGE
	BEF	Prepared motion for Independent Medical Examination for C. Brunsting; reviewed authorities and case files re	1.70 295.00/hr	Carl L250	$501.50
	BEF	Prepared answers and objections to C. Curtis' interrogatories; conferred with	2.20 295.00/hr	Canda L310	$649.00
5/29/2015	BEF	Conferred with B. Bayless re IME for Carl Brunsting, status of personal representatives for estate of Nelva and Elmer, and potential resolution of the case.	0.70 295.00/hr	Carl L160	$206.50
	KRC	Reviewed notice of hearing; updated pleadings index.	0.20 129.50/hr	Litiga L140	$25.90
	BEF	Reviewed pleadings and document production re no-evidence motion for summary judgment on C. Curtis' contests to the trust instruments; prepared no-evidence motion for summary judgment re same; prepared correspondence to	1.10 295.00/hr	Canda L240	$324.50
	BEF	Reviewed pleadings and document production re no-evidence motion for summary judgment on Carl Burnsting's contests to the trust instruments; prepared no-evidence motion for summary judgment re same; prepared correspondence to	1.00 295.00/hr	Carl L240	$295.00
	BEF	Prepared response and objections to C. Curtis' interrogatories; reviewed authorities re same and discovery limitations; prepared correspondence to	4.20 295.00/hr	Canda L310	$1,239.00

			Hrs/Rate		Amount
		prepared correspondence to			
5/29/2015	BEF	Conferred with	0.30 295.00/hr	Canda L310	NO CHARGE
6/1/2015	BEF	Reviewed correspondence from conferred with	0.90 295.00/hr	Canda L310	$265.50
6/4/2015	BEF	Prepared answer and objection to C. Curtis' interrogatories; prepared response to C. Curtis' request for production; prepared supplemental production.	1.20 295.00/hr	Canda L310	$354.00
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L310	NO CHARGE
6/16/2015	BEF	Reviewed correspondence from C. Curtis.	0.20 295.00/hr	Canda L120	$59.00
6/18/2015	BEF	Prepared correspondence to	0.20 295.00/hr	Trust L320	NO CHARGE
6/19/2015	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L120	NO CHARGE
	BEF	Reviewed C. Brunsting and C. Curtis stipulation and medical records for C. Brunsting.	0.50 295.00/hr	Canda L210	$147.50
	BEF	Prepared motion for summary judgment and reviewed trusts re same; reviewed correspondence from	0.60 295.00/hr	Canda L240	$177.00
6/23/2015	BEF	Prepared supplemental production.	1.80 295.00/hr	Canda L320	$531.00

			Hrs/Rate		Amount
6/23/2015	BEF	Reviewed authorities re	1.20 295.00/hr	Canda L240	$354.00
6/24/2015	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
	BEF	Conferred with	0.20 295.00/hr	Carl L120	NO CHARGE
	BEF	Conferred with	0.20 295.00/hr	Canda L120	NO CHARGE
	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE
	BEF	Prepared no-evidence motion for summary judgment; conferred with reviewed trusts and testamentary power of appointment re changes for Carl Brunsting.	2.00 295.00/hr	Carl L240	$590.00
	BEF	Prepared no-evidence motion for summary judgment; conferred with reviewed trusts and testamentary power of appointment re changes for C. Curtis.	2.00 295.00/hr	Canda L120	$590.00
6/25/2015	TTT	Reviewed and revised the motion for partial summary judgment; conferred with	0.40 295.00/hr	Canda L120	$118.00
	BEF	Conferred with	0.30 295.00/hr	Carl L240	$88.50
	BEF	Conferred with	0.30 295.00/hr	Canda L120	$88.50

			Hrs/Rate		Amount
6/25/2015	BEF	Prepared motion for summary judgment; conferred with reviewed authorities re prepared correspondence to revised per correspondence.	2.80 295.00/hr	Carl L240	$826.00
	BEF	Prepared motion for summary judgment; conferred with reviewed authorities prepared correspondence to revised per	2.80 295.00/hr	Canda L240	$826.00
	BEF	Prepared supplemental production; redacted and bates-labeled files re same.	1.30 295.00/hr	Canda L320	$383.50
	BEF	Prepared supplemental production; redacted and bates-labeled files re same.	1.30 295.00/hr	Carl L320	$383.50
6/26/2015	LGR	Prepared correspondence to C. Curtis, B. Bayless, D. Smith, and N. Spielman re A. Brunsting's supplemental production.	0.30 129.50/hr	Litiga L190	$38.85
	BEF	Prepared no-evidence motion for summary judgment for filing; prepared e-service entries for counsel of record; reviewed file re strategy moving forward; prepared supplemental production.	1.10 295.00/hr	Canda L240	$324.50
6/30/2015	BEF	Reviewed trust and legal authorities re prepared trial brief re same; reviewed authorities re	2.10 295.00/hr	Canda L120	$619.50
7/1/2015	SAM	Conferred with	0.30 395.00/hr	Canda L120	NO CHARGE

			Hrs/Rate		Amount
7/1/2015	BEF	Conferred with	0.50 295.00/hr	Canda L120	$147.50
	BEF	Conferred with D. Smith and Judge Comstock re administrator and hearing on no-evidence motion for summary judgment.	0.60 295.00/hr	Canda L120	$177.00
	BEF	Prepared and filed expert designation.	0.40 295.00/hr	Canda L130	$118.00
	BEF	Prepared correspondence to prepared response to prepared response to A. Covey re C. Curtis and Drina Brunsting stipulation.	0.90 295.00/hr	Canda L120	$265.50
7/6/2015	LGR	Updated and organized client documents.	0.20 129.50/hr	Trust L140	NO CHARGE
7/7/2015	BEF	Prepared correspondence to C. Comstock re whether court will hear no-evidence motion for summary judgment in light of personal representative issue; prepared correspondence to A. Covey re same.	0.20 295.00/hr	Canda L240	$59.00
7/9/2015	SAM	Conferred with	0.30 395.00/hr	Litiga L120	NO CHARGE
	BEF	Conferred with prepared correspondence to C. Comstock re same and re DCO.	0.50 295.00/hr	Canda L240	$147.50
7/10/2015	SAM	Conferred with	0.40 395.00/hr	Litiga L120	$158.00
	BEF	Reviewed Carl Brunsting's motion for summary judgment re power of appointment exercised by Nelva and specifically referenced in the trust invalid because "irrevocable" trust; conferred with	2.40 295.00/hr	Carl L240	$708.00

			Hrs/Rate		Amount
		; reviewed authorities re prepared correspondence to C. Reed re same; prepared correspondence to Z. Foley re same.			
7/10/2015	BEF	Reviewed Carl Brunsting's second supplemental petition.	0.30 295.00/hr	Carl L210	$88.50
7/13/2015	SAM	Conferred with	0.20 395.00/hr	Canda L310	NO CHARGE
	LGR	Reviewed and organized client documents.	0.20 129.50/hr	Trust L140	NO CHARGE
	BEF	Prepared notice of hearing on no-evidence motion for summary judgment; conferred with	0.30 295.00/hr	Canda L240	$88.50
7/14/2015	BEF	Conferred with	0.60 295.00/hr	Litiga L120	$177.00
	BEF	Conferred with B. Bayless re alleged improperly recorded conversations and videos; conferred with reviewed authorities cited by B. Bayless.	0.90 295.00/hr	Carl L110	$265.50
	KRC	Reviewed notice of hearing; updated pleadings index.	0.20 129.50/hr	Canda L190	NO CHARGE
7/20/2015	BEF	Reviewed Carl Brunsting's motion for summary judgment and motion for protective order and claims re same; conferred with reviewed case file re prior counsel's production; reviewed authorities re alleged illegal recordings.	1.20 295.00/hr	Carl L240	$354.00
	SAM	Reviewed B. Bayless motion for protection re wire tap issues.	0.30 395.00/hr	Carl L350	$118.50
7/21/2015	BEF	Reviewed the recordings of Drina Brunsting.	0.20 295.00/hr	Carl L110	$59.00

			Hrs/Rate		Amount
7/21/2015	BEF	Reviewed proposed order appointing temporary administrator proposed revised same and prepared correspondence to prepared for hearing on motion to appoint temporary administrator; traveled to, attended, and returned from hearing re motion to appoint temporary administrator; conferred with	5.30 295.00/hr	Canda L230	$1,563.50
7/22/2015	BEF	Conferred with	0.50 295.00/hr	Carl L120	$147.50
7/23/2015	BEF	Reviewed B. Bayless revisions and exceptions to order appointing G. Lester; conferred with prepared correspondence to Judge Comstock re same.	0.50 295.00/hr	Carl L250	$147.50
	BEF	Prepared response to motion for protective order; reviewed Mills Shirley production re claims of prior non-production.	1.10 295.00/hr	Canda L350	$324.50
7/29/2015	BEF	Reviewed request for production and Carl Brunsting's motion for protective order; conferred with	0.50 295.00/hr	Carl L320	$147.50
7/30/2015	SAM	Reviewed the file re the motion for protection; conferred with	0.20 395.00/hr	Canda L120	NO CHARGE
	BEF	Conferred with B. Bayless re joint mutual protective order and requested extension to allow the court time to rule on protective order in light of additional discovery responses due on same day; conferred with prepared correspondence to prepared response to motion for protective order; prepared joint agreed protective order.	2.10 295.00/hr	Carl L350	$619.50

			Hrs/Rate		Amount
7/31/2015	BEF	Reviewed joint response to motion for protective order and conferred with	0.60 295.00/hr	Canda L350	$177.00
8/3/2015	LGR	Prepared response to request for production.	0.30 129.50/hr	Canda L190	$38.85
	BEF	Conferred with	0.80 295.00/hr	Canda L120	$236.00
	BEF	Prepared for, traveled to, attended, and returned from hearing on Carl Brunsting's motion for protective order.	3.20 295.00/hr	Carl L230	$944.00
	BEF	Reviewed and revised response to Carl Brunsting's request for production; reviewed authorities re options in light of claimed protective order; conferred with	3.60 295.00/hr	Carl L320	$1,062.00
8/4/2015	BEF	Reviewed correspondence from C. Comstock re proposed order on protective order; conferred with prepared response and objections to proposed protective order and reviewed authorities re	2.60 295.00/hr	Canda L350	$767.00
8/11/2015	BEF	Reviewed C. Curtis' response to motion for protective order.	0.30 295.00/hr	Canda L350	$88.50
8/13/2015	BEF	Reviewed authorities re	0.50 295.00/hr	Carl L240	$147.50
8/21/2015	SAM	Reviewed correspondence from B. Bayless re discovery intended for use at trial; reviewed the file re same.	0.30 395.00/hr	Carl L310	$118.50
8/24/2015	BEF	Conferred with	0.20 295.00/hr	Trust L120	NO CHARGE

			Hrs/Rate		Amount
9/8/2015	BEF	Prepared correspondence to prepared supplemental production.	0.20 295.00/hr	Trust L110	$59.00
9/9/2015	BEF	Conferred with	0.30 295.00/hr	Litiga L250	NO CHARGE
	BEF	Prepared response and objection to G. Lester motion to retain counsel and filed same; prepared multiple correspondence to conferred with	2.80 295.00/hr	Canda L250	$826.00
9/10/2015	BEF	Prepared for, traveled to, attended, and returned from hearing on G. Lester's motion to retain counsel; met with G. Lester and N. Spielman post-hearing re facts of the case.	3.80 295.00/hr	Canda L230	$1,121.00
	BEF	Conferred with	0.30 295.00/hr	Litiga L230	NO CHARGE
9/15/2015	BEF	Prepared supplemental production.	0.20 295.00/hr	Litiga L320	$59.00
9/17/2015	SAM	Conferred twice with	0.60 395.00/hr	Canda L120	$237.00
	BEF	Prepared for meeting with G. Lester; reviewed trust instruments, federal lawsuit, master's report, master report transcript, Carole's deposition, and source documents for master's report re same; conferred with	7.20 295.00/hr	Canda L110	$2,124.00
9/18/2015	BEF	Conferred with	0.30 295.00/hr	Litiga L120	NO CHARGE
	BEF	Prepared for and met with G. Lester re facts of the case, amount in controversy, and estate claims.	5.50 295.00/hr	Canda L160	$1,622.50
9/24/2015	BEF	Prepared correspondence to G. Lester confirming limited role of counsel.	0.20 295.00/hr	Canda L120	$59.00

			Hrs/Rate		Amount
11/4/2015	BEF	Prepared correspondence to G. Lester re attorneys fees issues and value of the farm; reviewed appraisal district records and file re same.	0.90 295.00/hr	Canda L120	$265.50
11/5/2015	BEF	Prepared correspondence to	0.20 295.00/hr	Trust L120	NO CHARGE
	BEF	Reviewed file re response to G. Lester request for appraisal and attorneys' fees issue.	0.30 295.00/hr	Canda L120	$88.50
11/9/2015	BEF	Prepared supplemental production; prepared correspondence to G. Lester re attorneys' fees and appraisal.	0.60 295.00/hr	Canda L320	$177.00
11/10/2015	BEF	Conferred with A. Covey re case status and mediation with Judge Butts.	0.30 295.00/hr	Litiga L120	$88.50
1/13/2016	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L120	NO CHARGE
	BEF	Prepared supplemental production.	0.20 295.00/hr	Canda L320	$59.00
1/14/2016	SAM	Conferred with	0.20 395.00/hr	Canda L120	$79.00
	KRC	Reviewed and organized client documents.	0.20 129.50/hr	Trust L140	NO CHARGE
	BEF	Reviewed Lester report; conferred with	0.70 295.00/hr	Canda L120	$206.50
	BEF	Prepared correspondence to	0.20 295.00/hr	Canda L120	NO CHARGE
1/15/2016	BEF	Conferred with	0.40 295.00/hr	Canda L120	$118.00

			Hrs/Rate		Amount
1/18/2016	BEF	Prepared correspondence to B. Bayless re Lester report; conferred with B. Bayless re mediators and status of the case.	0.60 295.00/hr	Carl L160	$177.00
	BEF	Conferred with prepared outline of strategy issues re same.	0.70 295.00/hr	Canda L160	$206.50
1/19/2016	KRC	Reviewed and organized client documents.	0.10 129.50/hr	Litiga L190	NO CHARGE
1/20/2016	BEF	Conferred with	0.90 295.00/hr	Canda L120	$265.50
1/26/2016	BEF	Reviewed C. Curtis' motion for summary judgment, which completely contradicts the court appointed temporary administrator's report re trust documents.	0.30 295.00/hr	Canda L240	$88.50
	BEF	Prepared correspondence to	0.10 295.00/hr	Canda L240	NO CHARGE
1/28/2016	BEF	Conferred with	0.60 295.00/hr	Canda L120	$177.00
	BEF	Conferred with reviewed file re same.	0.80 295.00/hr	Canda L120	$236.00
	BEF	Prepared correspondence to A. Covey re status of the case and mediators.	0.20 295.00/hr	Canda L120	$59.00
1/29/2016	BEF	Prepared correspondence to	0.10 295.00/hr	Litiga L120	NO CHARGE
2/8/2016	BEF	Prepared correspondence to	0.10 295.00/hr	Litiga L120	NO CHARGE

			Hrs/Rate		Amount
2/10/2016	BEF	Reviewed E. Andell's CV and correspondence re mediators.	0.10 295.00/hr	Canda L160	$29.50
2/19/2016	BEF	Prepared correspondence to counsel re status conference.	0.10 295.00/hr	Canda L120	$29.50
2/24/2016	SAM	Conferred with	0.30 395.00/hr	Canda L120	$118.50
	BEF	Met with	0.30 295.00/hr	Litiga L120	NO CHARGE
2/26/2016	SAM	Conferred with A. Covey re pending issues and mediators; prepared correspondence to A. Covey re same; reviewed correspondence from Carole Brunsting re termination of the Crain Caton representation; prepared correspondence to	0.50 395.00/hr	Litiga L190	$197.50
3/1/2016	SAM	Reviewed the file re conferred with prepared correspondence to conferred with	2.30 395.00/hr	Canda L120	$908.50
3/2/2016	SAM	Conferred with	0.30 395.00/hr	Litiga L120	NO CHARGE
3/3/2016	SAM	Prepared file memo re pending issues.	0.50 395.00/hr	Canda L120	$197.50
	KRC	Reviewed correspondence re motion to transfer.	0.10 129.50/hr	Litiga L190	NO CHARGE
3/4/2016	SAM	Reviewed new filings with the court.	0.30 395.00/hr	Canda L120	$118.50
3/7/2016	SAM	Reviewed the file re production and related outstanding issues; prepared outline re same.	1.00 395.00/hr	Canda L120	$395.00

			Hrs/Rate		Amount
3/8/2016	SAM	Reviewed the file re status conference hearing; prepared issue outline re same.	0.60 395.00/hr	Canda L120	$237.00
	KRC	Prepared designation of attorney in charge; prepared correspondence to the court re same.	0.50 129.50/hr	Canda L190	NO CHARGE
3/9/2016	SAM	Prepared for, traveled to, attended, and returned from extended status conference with the court.	5.00 395.00/hr	Canda L230	$1,975.00
	KRC	Reviewed and organized client documents; updated pleadings index.	0.20 129.50/hr	Litiga L140	NO CHARGE
3/10/2016	SAM	Reviewed correspondence from and prepared correspondence to S. Griffin re strategy issues; reviewed the file re outstanding issues; prepared	1.30 395.00/hr	Canda L120	$513.50
	KRC	Reviewed correspondence from the court re mediation.	0.10 129.50/hr	Canda L190	NO CHARGE
3/15/2016	SAM	Reviewed correspondence from the court re mediation of the case.	0.10 395.00/hr	Canda L120	NO CHARGE
3/17/2016	SAM	Reviewed correspondence from the parties re mediation with Judge Davidson.	0.20 395.00/hr	Canda L160	$79.00
3/18/2016	SAM	Conferred with	0.40 395.00/hr	Canda L120	$158.00
3/19/2016	SAM	Prepared for and conferred with prepared file memo re same.	1.80 395.00/hr	Canda L120	$711.00
3/26/2016	SAM	Reviewed correspondence from the parties re mediation of the case.	0.20 395.00/hr	Canda L120	$79.00
3/27/2016	SAM	Reviewed multiple correspondence re mediation of the case; prepared correspondence to Judge Davidson re same.	0.20 395.00/hr	Canda L160	$79.00

			Hrs/Rate		Amount
3/28/2016	SAM	Reviewed correspondence from	0.10 395.00/hr	Litiga L160	NO CHARGE
3/29/2016	SAM	Conferred with	0.30 395.00/hr	Litiga L160	NO CHARGE
	TJJ	conferred with	0.70 195.00/hr	Canda L160	$136.50
3/31/2016	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L120	$79.00
4/7/2016	SAM	Reviewed the court's file re case status.	0.20 395.00/hr	Litiga L120	NO CHARGE
4/11/2016	EJW	Reviewed case file re report of temporary administrator pending contest	0.30 250.00/hr	Canda L190	NO CHARGE
4/16/2016	SAM	Reviewed correspondence from C. Curtis re motion for sanctions; reviewed same.	0.50 395.00/hr	Canda L250	$197.50
4/24/2016	SAM	Reviewed correspondence from prepared correspondence to C. Curtis re same.	0.40 395.00/hr	Canda L120	$158.00
4/26/2016	SAM	Reviewed correspondence from B. Bayless re trust accounting; prepared correspondence to B. Bayless and other beneficiaries re same.	0.30 395.00/hr	Trust L120	$118.50
4/29/2016	SAM	Prepared correspondence to and reviewed correspondence from prepared outline re accounting update and document production.	0.50 395.00/hr	Canda L120	$197.50
5/3/2016	SAM	Met with prepared file memo re same.	1.50 395.00/hr	Canda L120	$592.50

			Hrs/Rate		Amount
5/4/2016	SAM	Conferred with conferred with reviewed the production to date; prepared correspondence to the parties re same.	1.50 395.00/hr	Canda L310	$592.50
	TJJ	Prepared spreadsheet re trust distribution analysis; conferred with	1.70 195.00/hr	Canda L440	$331.50
5/5/2016	TJJ	Prepared spreadsheet re trust distribution analysis.	2.90 195.00/hr	Canda L440	$565.50
5/10/2016	SAM	Reviewed bank, brokerage, and tax documents produced by prepared correspondence to prepared correspondence to the parties re same	2.70 395.00/hr	Canda L310	$1,066.50
	TJJ	Reviewed file to confirm and update documents produced and to be produced.	2.50 195.00/hr	Canda L320	$487.50
5/11/2016	TJJ	Reviewed file to confirm and update documents produced and to be produced.	2.00 195.00/hr	Canda L320	$390.00
5/12/2016	TJJ	Reviewed file to confirm and update documents produced and to be produced; prepared file memo re same.	1.50 195.00/hr	Canda L320	$292.50
5/13/2016	TJJ	Reviewed file to confirm and update documents produced and to be produced; prepared file memo re same.	2.10 195.00/hr	Canda L320	$409.50
5/16/2016	SAM	Reviewed correspondence from reviewed same; reviewed documents to be produced to the parties.	0.60 395.00/hr	Canda L310	$237.00
	TJJ	Reviewed file to confirm and update documents produced and to be produced; reviewed correspondence from	0.70 195.00/hr	Canda L320	$136.50

			Hrs/Rate		Amount
5/16/2016	EJW	Reviewed correspondence from R. Munson re settlement agreement.	0.10 250.00/hr	Canda L190	NO CHARGE
5/17/2016	SAM	Reviewed and organized documents to be produced to the parties; prepared correspondence to the parties re same.	1.30 395.00/hr	Canda L310	$513.50
	TJJ	Reviewed file to confirm and update documents produced and to be produced; prepared correspondence re production of Bank of America account statements; prepared account statements to be produced.	2.40 195.00/hr	Canda L320	$468.00
5/18/2016	SAM	Reviewed, organized, and produced the Bank of America statements to the parties.	0.30 395.00/hr	Canda L310	$118.50
	EJW	Reviewed file re outstanding issues and C. Curtis filing.	0.40 250.00/hr	Canda L190	$100.00
	TJJ	Prepared correspondence to all parties re production of account statements.	0.40 195.00/hr	Trust L320	$78.00
5/19/2016	SAM	Prepared correspondence to reviewed documents to produce to the other parties; prepared correspondence to	0.50 395.00/hr	Canda L310	$197.50
	KSM	Prepared bate labels for the document production.	1.50 129.50/hr	Canda L140	$194.25
5/20/2016	SAM	Conferred several times with	0.40 395.00/hr	Canda L310	NO CHARGE
	KSM	Prepared bates labels for the document production; conferred with	1.20 129.50/hr	Canda L140	$155.40
5/23/2016	SAM	Reviewed and organized documents to be produced to all parties; prepared correspondence to the parties re same.	4.30 395.00/hr	Canda L310	$1,698.50

			Hrs/Rate		Amount
5/23/2016	KSM	Prepared bate labels for the document production.	3.00 129.50/hr	Canda L140	$388.50
5/24/2016	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re production of documents.	0.20 395.00/hr	Carl L310	NO CHARGE
6/1/2016	SAM	Reviewed correspondence from Judge Davidson re mediation of the case; reviewed correspondence from B. Bayless re same.	0.20 395.00/hr	Litiga L160	$79.00
6/4/2016	SAM	Reviewed the file re status of production of bank and brokerage statements; prepared correspondence to	0.20 395.00/hr	Litiga L310	$79.00
6/5/2016	SAM	Prepared correspondence to and reviewed correspondence from	0.20 395.00/hr	Canda L310	NO CHARGE
6/7/2016	SAM	Reviewed the file re documents to produce to the parties; organized same.	0.50 395.00/hr	Canda L310	$197.50
6/11/2016	SAM	Reviewed the May 2016 bank and brokerage statements; prepared correspondence to the parties re production of same; reviewed correspondence from D. Munson re execution of the settlement agreement.	0.80 395.00/hr	Canda L310	$316.00
6/13/2016	SAM	Reviewed the temporary administrator's report; reviewed the file re outstanding issues; reviewed the E. Brunsting administration; prepared outline re pending issues.	0.50 395.00/hr	Canda L120	$197.50
	TJJ	Prepared settlement agreement re trust dispersals.	2.40 195.00/hr	Canda L250	$468.00
6/14/2016	TJJ	Prepared settlement agreement re trust dispersals; reviewed pleadings and prepared a file memo re claims for motion for summary judgment.	1.90 195.00/hr	Canda L250	$370.50

			Hrs/Rate		Amount
6/16/2016	SAM	Reviewed the file re mediation issues; prepared correspondence to	0.20 395.00/hr	Litiga L160	NO CHARGE
6/17/2016	SAM	Conferred with reviewed correspondence from and prepared correspondence to	0.60 395.00/hr	Canda L160	$237.00
	EJW	Conferred with	0.20 250.00/hr	Litiga L190	NO CHARGE
6/20/2016	EJW	Reviewed the file re outstanding issues; revised the mediation memo.	2.10 250.00/hr	Canda L190	$525.00
6/21/2016	SAM	Conferred with the court reporter re hearing transcripts requested by C. Curtis; prepared correspondence to the court reporter re same.	0.20 395.00/hr	Canda L120	$79.00
	EJW	Revised the mediation memo.	0.70 250.00/hr	Canda L190	$175.00
	SPA	Prepared correspondence to the court re trial transcript request.	0.40 129.50/hr	Canda L190	$51.80
6/22/2016	SAM	Reviewed and revised the settlement agreement.	1.00 395.00/hr	Canda L120	$395.00
	EJW	Revised the settlement agreement and mediation memo.	1.20 250.00/hr	Canda L320	$300.00
6/25/2016	NM	Prepared the settlement agreement.	1.00 129.50/hr	Canda L120	$129.50
6/27/2016	SAM	Reviewed correspondence from	0.20 395.00/hr	Canda L120	NO CHARGE
	EJW	Revised the mediation memo.	0.40 250.00/hr	Canda L190	$100.00

			Hrs/Rate		Amount
6/29/2016	SAM	Reviewed correspondence from and prepared correspondence to all parties re the mediation.	0.20 395.00/hr	Canda L120	$79.00
6/30/2016	SAM	Conferred with prepared correspondence reviewed accounting documents produced by	1.30 395.00/hr	Canda L160	$513.50
7/1/2016	SAM	Reviewed bank and brokerage statements from reviewed the updated accounting.	0.60 395.00/hr	Trust L310	$237.00
7/5/2016	SAM	Reviewed correspondence from Carole Brunsting re unavailability for the mediation; conferred with prepared correspondence to Carole Brunsting re same; reviewed the 2012 federal lawsuit.	1.00 395.00/hr	Litiga L160	$395.00
7/6/2016	SAM	Reviewed correspondence from reviewed the file re same.	0.80 395.00/hr	Trust L120	$316.00
	SAM	Reviewed correspondence from and prepared correspondence to Judge Davidson's office re the need to reschedule the mediation; reviewed correspondence from and prepared correspondence to B. Bayless re same; reviewed correspondence from and prepared correspondence to reviewed correspondence from	0.80 395.00/hr	Canda L160	$316.00
7/7/2016	SAM	Reviewed correspondence from reviewed correspondence from C. Curtis re Rule 60(b) motion in the 2012 federal court case; prepared correspondence to all parties re same; reviewed correspondence from and prepared correspondence to	0.80 395.00/hr	Canda L120	$316.00
7/9/2016	SAM	Reviewed and organized documents produced in the case; determined additional documents to be produced.	0.60 395.00/hr	Canda L310	$237.00

			Hrs/Rate		Amount
7/12/2016	SAM	Reviewed documents to produce.	0.30 395.00/hr	Canda L120	$118.50
7/19/2016	SAM	Prepared correspondence to all parties re mediation of the case with Judge Davidson.	0.20 395.00/hr	Canda L160	$79.00
7/26/2016	SAM	Reviewed correspondence from and prepared correspondence to all parties re an August mediation; prepared correspondence to	0.50 395.00/hr	Canda L120	$197.50
7/27/2016	SAM	Reviewed the file re mediation issue; prepared correspondence to all parties re same.	0.30 395.00/hr	Canda L160	$118.50
7/28/2016	SAM	Prepared correspondence to prepared correspondence to	0.30 395.00/hr	Canda L160	$118.50
7/29/2016	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L120	NO CHARGE
8/3/2016	SAM	Prepared correspondence to	0.20 395.00/hr	Canda L160	$79.00
8/4/2016	SAM	Reviewed Rule 60(b) and motion for sanctions filed by C. Curtis in the federal court case.	0.30 395.00/hr	Canda L120	$118.50
8/11/2016	SAM	Conferred with reviewed correspondence from Z. Foley re same.	0.70 395.00/hr	Canda L160	$276.50
8/25/2016	SAM	Reviewed and organized documents produced and to be produced; conferred with	0.30 395.00/hr	Canda L390	$118.50
	TJJ	Conferred with reviewed and organized documents produced and to be produced.	0.40 195.00/hr	Canda L390	$78.00
8/26/2016	SAM	Reviewed and organized documents produced and to be produced; conferred with	1.00 395.00/hr	Canda L390	$395.00

			Hrs/Rate		Amount
8/26/2016	TJJ	Reviewed and organized documents produced and to be produced; conferred with	1.80 195.00/hr	Canda L390	$351.00
8/29/2016	SAM	Reviewed documents produced by	0.80 395.00/hr	Canda L310	$316.00
	TJJ	Reviewed and organized documents produced and to be produced.	7.20 195.00/hr	Canda L390	$1,404.00
8/30/2016	SAM	Reviewed and organized documents to be produced.	0.30 395.00/hr	Canda L120	$118.50
	TJJ	Reviewed and organized documents produced and to be produced.	4.00 195.00/hr	Canda L390	$780.00
8/31/2016	TJJ	Reviewed and organized documents produced and to be produced;	8.10 195.00/hr	Canda L390	$1,579.50
9/1/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	8.70 195.00/hr	Canda L390	$1,696.50
9/2/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	7.50 195.00/hr	Canda L390	$1,462.50
9/6/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	6.10 195.00/hr	Canda L390	$1,189.50
9/14/2016	SAM	Reviewed the file re documents to produce.	0.50 395.00/hr	Canda L320	$197.50
9/20/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	4.40 195.00/hr	Canda L390	$858.00
9/21/2016	SAM	Reviewed correspondence from and prepared correspondence to reviewed correspondence from and conferred with reviewed the	0.80 395.00/hr	Litiga L120	$316.00

			Hrs/Rate		Amount
		prior court orders re same; prepared correspondence to reviewed reorganization of the produced documents.			
9/21/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	4.00 195.00/hr	Canda L390	$780.00
	TJJ	Reviewed the court orders re taxes and the farm lease; prepared memo re same; conferred with	3.00 195.00/hr	Litiga L190	$585.00
9/22/2016	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Trust L120	NO CHARGE
	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	6.80 195.00/hr	Canda L390	$1,326.00
9/26/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	5.50 195.00/hr	Canda L390	$1,072.50
9/27/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	5.00 195.00/hr	Canda L390	$975.00
9/28/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	3.90 195.00/hr	Canda L390	$760.50
9/29/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	3.10 195.00/hr	Canda L390	$604.50
9/30/2016	SAM	Met with	0.30 395.00/hr	Canda L120	$118.50

			Hrs/Rate		Amount
9/30/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	0.50 195.00/hr	Canda L390	$97.50
10/3/2016	TJJ	Reviewed and organized all document received and/or produced to date re accounting issues, the parties, all claims, and in preparation for trial.	0.60 195.00/hr	Canda L390	$117.00
10/13/2016	SAM	Conferred with	0.20 395.00/hr	Trust L310	$79.00
10/18/2016	SAM	Reviewed the file re accounting update to produce.	0.50 395.00/hr	Trust L150	$197.50
11/8/2016	SAM	Conferred with ; reviewed same.	0.50 395.00/hr	Canda L310	$197.50
	TJJ	Reviewed and organized documents to produce re accounting update; prepared correspondence to A. Brunsting, Carole Brunsting, C. Curtis, and Carl Brunsting re same.	1.80 195.00/hr	Litiga L390	$351.00
	KSM	Conferred with	3.00 129.50/hr	Canda L140	$388.50
11/14/2016	SAM	Reviewed the file re accounting updates to provide; prepared correspondence to	0.30 395.00/hr	Trust L310	$118.50
11/17/2016	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman and B. Bayless re settlement conference.	0.20 395.00/hr	Carl L160	$79.00
11/21/2016	SAM	Prepared for, attended, and returned from the	1.50 395.00/hr	Carl L160	$592.50
11/22/2016	TJJ	Reviewed Carl Brunsting's motion for summary judgment; prepared file memo re same.	1.00 195.00/hr	Carl L240	$195.00

			Hrs/Rate		Amount
11/28/2016	TJJ	Prepared correspondence to Carl, Candace, Carole, and Amy Brunsting re June, July and August bank statements.	0.40 195.00/hr	Trust L190	$78.00
12/6/2016	TJJ	Reviewed Carl Brunsting's motion for summary judgment; prepared motion for summary judgment re no contest clause.	1.30 195.00/hr	Carl L240	$253.50
12/7/2016	SAM	Reviewed correspondence from B. Bayless and N. Spielman re scheduling issues; reviewed the court's electronic docket sheet re same.	0.20 395.00/hr	Carl L190	$79.00
	TJJ	Prepared motion for summary judgment re no contest clause.	1.00 195.00/hr	Canda L240	$195.00
12/8/2016	SAM	Reviewed the file re discovery produced and to be produced.	0.50 395.00/hr	Litiga L310	$197.50
12/27/2016	SAM	Conferred with reviewed same; reviewed correspondence from C. Brunsting re interim distribution; prepared correspondence to prepared correspondence to	1.20 395.00/hr	Trust L120	$474.00
	TJJ	Prepared correspondence to Carole Brunsting, Carl Brunsting, Candace Curtis, and Amy Brunsting re accounting update for June-September 2016.	0.40 195.00/hr	Trust L320	$78.00
	TJJ	Reviewed the Qualified Beneficiary Designation re distributions; reviewed the orders re same; conferred with	1.00 195.00/hr	Canda L250	$195.00
12/28/2016	SAM	Reviewed correspondence from and prepared correspondence to ; prepared correspondence to prepared correspondence to Carole Brunsting re same.	0.80 395.00/hr	Litiga L120	$316.00

			Hrs/Rate		Amount
12/29/2016	SAM	Prepared correspondence to Carole Brunsting re her demand for distribution; reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
1/6/2017	SAM	Reviewed the file re accounting records to produce.	0.50 395.00/hr	Trust L320	$197.50
	TJJ	Conferred with	0.20 195.00/hr	Trust L150	NO CHARGE
	KSM	Conferred with reviewed and organized documents for production.	2.00 129.50/hr	Canda L140	$259.00
1/30/2017	SAM	Reviewed correspondence from C. Brunsting re production of accounting records; reviewed the file re same.	0.20 395.00/hr	Trust L320	$79.00
1/31/2017	SAM	Reviewed the accounting records to produce; conferred with conferred with	2.40 395.00/hr	Trust L320	$948.00
	TJJ	Conferred with conferred with	0.30 195.00/hr	Trust L390	NO CHARGE
	ML	Reviewed and organized documents for production; conferred with	1.00 129.50/hr	Canda L190	$129.50
2/9/2017	SAM	Reviewed and organized documents for production for the Brunsting parties.	0.30 395.00/hr	Canda L120	$118.50
2/10/2017	SAM	Reviewed and organized documents for production for the Brunsting parties.	0.30 395.00/hr	Canda L120	$118.50
2/13/2017	SAM	Conferred with reviewed the file re same.	0.50 395.00/hr	Trust L310	$197.50
	TJJ	Prepared correspondence to C. Curtis, Carol Brunsting, Carl Brunsting, and Amy Brunsting re accounting update for June to September 2016; reviewed the	1.80 195.00/hr	Trust L320	$351.00

			Hrs/Rate		Amount
		conferred with			
2/15/2017	TJJ	Prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re accounting update for September 2016 to February 2017.	1.00 195.00/hr	Trust L320	$195.00
2/17/2017	TJJ	Revised correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re accounting update for June to September 2016.	0.40 195.00/hr	Trust L320	$78.00
2/18/2017	SAM	Reviewed the accounting to be updated; prepared file memo to	0.30 395.00/hr	Trust L150	$118.50
2/21/2017	SAM	Conferred several times with reviewed same; prepared correspondence to the parties re same; prepared correspondence to	0.80 395.00/hr	Trust L320	$316.00
	TJJ	Prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re June 2016 to February 2017 accounting updates; reviewed and organized the financial statements to be produced; conferred with	2.50 195.00/hr	Trust L320	$487.50
2/22/2017	SAM	Reviewed and revised the document production.	0.30 395.00/hr	Canda L320	$118.50
	TJJ	Prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re accounting update for September 2016 to February 2017.	0.60 195.00/hr	Trust L320	$117.00
2/23/2017	SAM	Reviewed the revised accounting to be produced to the Brunsting parties; conferred with reviewed correspondence from C. Brunsting re same.	0.60 395.00/hr	Trust L110	$237.00

			Hrs/Rate		Amount
2/23/2017	TJJ	Review correspondence from Carole Brunsting re account updates; prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re accounting update for September 2016 to January 2017.	1.80 195.00/hr	Trust L320	$351.00
2/24/2017	SAM	Reviewed and organized the financial records to produce; prepared master correspondence to the parties re same.	2.80 395.00/hr	Trust L120	$1,106.00
	TJJ	Prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting.	1.10 195.00/hr	Litiga L320	NO CHARGE
2/27/2017	SAM	Reviewed correspondence from and prepared correspondence to C. Brunsting re accounting documents.	0.20 395.00/hr	Trust L310	$79.00
3/1/2017	SAM	Reviewed correspondence from C. Brunsting re accounting records.	0.20 395.00/hr	Trust L310	$79.00
3/2/2017	SAM	Reviewed and organized the accounting records; prepared correspondence to the Brunsting parties re same; conferred several times with	2.00 395.00/hr	Trust L150	$790.00
	TJJ	Prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re accounting update for September 2016 to November 2016; conferred with	1.00 195.00/hr	Trust L320	$195.00
3/3/2017	SAM	Revised correspondence to the parties re the December 2016 and January 2017 accounting records.	0.30 395.00/hr	Trust L120	$118.50
	TJJ	Prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re accounting update for December 2016 and January 2017.	0.80 195.00/hr	Trust L320	$156.00

			Hrs/Rate		Amount
3/24/2017	SAM	Reviewed correspondence from Carole Brunsting re discovery issues; reviewed the file re same.	0.20 395.00/hr	Litiga L310	$79.00
3/28/2017	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re trust disbursement issues.	0.20 395.00/hr	Trust L120	$79.00
4/11/2017	SAM	Reviewed correspondence from the CPA re tax returns; reviewed correspondence from	0.30 395.00/hr	Trust L120	$118.50
4/17/2017	TJJ	Reviewed and organized bank, stock, and tax documents re accounting update.	1.60 195.00/hr	Trust L150	$312.00
4/19/2017	SAM	Reviewed correspondence from and prepared correspondence to C. Brunsting re distribution issues; reviewed the file re same; prepared correspondence to	0.80 395.00/hr	Trust L120	$316.00
	SAM	Conferred with	0.20 395.00/hr	Trust L120	NO CHARGE
5/1/2017	SAM	Conferred with	0.20 395.00/hr	Trust L150	NO CHARGE
	TJJ	Conferred with	2.90 195.00/hr	Trust L320	$565.50
		Reviewed and revised same; prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re tax documents and accounting summary; conferred with			
5/2/2017	SAM	Reviewed the accounting update for the first quarter of 2017; prepared correspondence to all parties re same.	0.60 395.00/hr	Trust L310	$237.00

			Hrs/Rate		Amount
5/5/2017	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Trust L120	NO CHARGE
5/12/2017	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re distribution issues.	0.30 395.00/hr	Trust L120	$118.50
5/16/2017	SAM	Conferred with ; conferred with	1.20 395.00/hr	Litiga L120	$474.00
5/18/2017	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Litiga L120	NO CHARGE
5/24/2017	SAM	Reviewed correspondence from and prepared correspondence to A. and Carole Brunsting re settlement conference.	0.20 395.00/hr	Litiga L120	$79.00
5/25/2017	SAM	Reviewed correspondence from and prepared correspondence to A. and Carole Brunsting re meeting; prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
5/30/2017	SAM	Reviewed the court's file re status; prepared correspondence to reviewed correspondence from B. Bayless re settlement.	0.30 395.00/hr	Carl L120	$118.50
6/9/2017	SAM	Prepared for and attended a settlement conference with Carole Brunsting and Anita Brunsting.	2.50 395.00/hr	Litiga L160	$987.50
6/23/2017	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless re tolling agreement; conferred with reviewed and revised the tolling agreement; prepared correspondence to B. Bayless re same.	1.00 395.00/hr	Carl L190	$395.00

			Hrs/Rate		Amount
7/13/2017	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re tolling agreement.	0.20 395.00/hr	Carl L120	$79.00
8/1/2017	SAM	Conferred with	0.30 395.00/hr	Litiga L120	NO CHARGE
9/15/2017	SAM	Conferred with conferred with prepared correspondence to Carole Brunsting re same; conferred with Carole Brunsting re same.	1.30 395.00/hr	Litiga L120	$513.50
9/20/2017	SAM	Conferred with	0.20 395.00/hr	Trust L120	NO CHARGE
	SAM	Reviewed the file re pending issues and the accounting.	0.20 395.00/hr	Trust L120	$79.00
10/24/2017	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE
12/14/2017	EJW	Conferred with reviewed the file re same and work assignments.	0.50 250.00/hr	Canda L120	NO CHARGE
	SAM	Reviewed correspondence from J. Young re the temporary administrator's fees and court approval re same; reviewed the court's file re same; conferred with	0.70 395.00/hr	Canda L120	$276.50
12/15/2017	SAM	Prepared correspondence to all beneficiaries re proposed distributions; conferred with reviewed correspondence from and prepared correspondence to J. Young re fee disbursements for G. Lester and her firm; reviewed the file re same.	1.70 395.00/hr	Canda L120	$671.50
12/16/2017	SAM	Reviewed correspondence from J. Young re fees to the temporary administrator.	0.20 395.00/hr	Canda L120	$79.00

			Hrs/Rate		Amount
12/18/2017	SAM	Reviewed correspondence from and prepared correspondence to	0.50 395.00/hr	Canda L120	$197.50
2/9/2018	SAM	Reviewed correspondence from C. Brunsting re accounting update; reviewed the file re same; prepared correspondence to conferred with	0.40 395.00/hr	Trust L120	$158.00
	TJJ	Reviewed file re last accounting update; reviewed	0.60 195.00/hr	Trust L150	$117.00
	TJJ	Conferred with	0.20 195.00/hr	Trust L150	NO CHARGE
2/10/2018	SAM	Reviewed correspondence from	0.20 395.00/hr	Trust L120	$79.00
2/28/2018	EJW	Conferred with	0.20 250.00/hr	Trust L120	NO CHARGE
	SAM	Conferred with	0.20 395.00/hr	Trust L120	$79.00
3/1/2018	TJJ	Reviewed file re trust accounting update; reviewed correspondence from reviewed and organized bank and stock statements from prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re same.	2.60 195.00/hr	Trust L150	$507.00
	SAM	Conferred with	0.30 395.00/hr	Trust L150	$118.50
	TJJ	Conferred with	0.30 195.00/hr	Trust L150	NO CHARGE

			Hrs/Rate		Amount
3/2/2018	TJJ	Prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re trust accounting updates; reviewed and organized trust bank and stock statements re same.	3.40 195.00/hr	Trust L150	$663.00
3/7/2018	SAM	Reviewed the accounting records and production of same.	0.30 395.00/hr	Trust L150	$118.50
3/8/2018	NM	Prepared multiple correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and A. Brunsting re accounting update from April 2017 through May 2018.	1.60 129.50/hr	Trust L150	$207.20
	SAM	Reviewed and revised the probate accounting for the time periods April 2017 through May 2018.	1.00 395.00/hr	Trust L150	$395.00
3/9/2018	SAM	Reviewed the accounting to be produced; reviewed correspondence from and prepared correspondence B. Bayless re payment of the temporary administrator fees.	0.60 395.00/hr	Trust L150	$237.00
3/10/2018	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re fees paid to the temporary administrator.	0.20 395.00/hr	Trust L190	$79.00
3/19/2018	SAM	Reviewed the accounting records; conferred with	0.50 395.00/hr	Trust L150	$197.50
	TJJ	Reviewed and organized all records re trust accounting.	4.50 195.00/hr	Trust L150	$877.50
	TJJ	Conferred with	0.30 195.00/hr	Trust L150	NO CHARGE
3/20/2018	SAM	Conferred several times with	1.20 395.00/hr	Trust L150	$474.00

reviewed and organized same.

			Hrs/Rate		Amount
3/20/2018	TJJ	Reviewed and organized all trust accounting documents; reviewed Anita and Amy Brunsting's prior production re same.	6.00 195.00/hr	Trust L320	$1,170.00
	TJJ	Conferred with	0.50 195.00/hr	Trust L320	NO CHARGE
3/27/2018	TJJ	Reviewed and organized client documents re accounting updates and prior production.	0.70 195.00/hr	Trust L320	$136.50
3/28/2018	TJJ	Reviewed and organized client documents re accounting updates and prior production.	0.50 195.00/hr	Trust L320	$97.50
4/2/2018	TJJ	Reviewed and organized client documents re accounting updates and prior production.	0.50 195.00/hr	Trust L320	$97.50
5/23/2018	SAM	Met with	0.30 395.00/hr	Litiga L120	$118.50
6/26/2018	SAM	Reviewed and executed the tolling agreement for B. Bayless; processed the execution of the tolling agreement; prepared correspondence to B. Bayless and N. Spielman re same; prepared correspondence to	1.00 395.00/hr	Carl L120	$395.00
	SAM	Reviewed correspondence from and prepared to Carole Brunsting re meeting.	0.20 395.00/hr	Litiga L160	$79.00
6/27/2018	SAM	Met with Carole Brunsting re settlement.	1.50 395.00/hr	Litiga L160	$592.50
6/28/2018	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re the tolling agreement; reviewed and executed the tolling agreement for Carl Brunsting.	0.60 395.00/hr	Carl L190	$237.00
7/12/2018	TJJ	Reviewed correspondence from reviewed client documents re same.	0.60 195.00/hr	Trust L150	$117.00

			Hrs/Rate		Amount
7/12/2018	SAM	Reviewed the file re accounting issues.	0.20 395.00/hr	Trust L150	$79.00
7/23/2018	SAM	Reviewed correspondence from	0.20 395.00/hr	Trust L320	$79.00
7/31/2018	MT	Updated litigation index re Carl Brunsting's partial motion for summary judgment; reviewed and prepared docket matters re same.	0.30 129.50/hr	Carl L240	$38.85
8/10/2018	TJJ	Reviewed Carl Brunsting's partial motion for summary judgment.	0.50 195.00/hr	Carl L240	$97.50
	SAM	Conferred with	0.30 395.00/hr	Carl L240	$118.50
	TJJ	Conferred with	0.30 195.00/hr	Carl L240	NO CHARGE
8/13/2018	TJJ	Reviewed and bates-labeled trust accounting documents from Anita Brunsting; prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re trust accounting update.	3.30 195.00/hr	Trust L320	$643.50
8/15/2018	TJJ	Prepared Anita Brunsting's response to Carl Brunsting's partial motion for summary judgment.	0.50 195.00/hr	Carl L240	$97.50
8/16/2018	TJJ	Prepared Anita Brunsting's response to Carl Brunsting's motion for partial summary judgment; reviewed trust documents re same; reviewed authorities re	4.20 195.00/hr	Carl L240	$819.00
8/20/2018	TJJ	Reviewed C. Curtis' plea in abatement re Carl Brunsting's motion for partial summary judgment.	0.30 195.00/hr	Carl L240	$58.50
	MT	Updated litigation index re plea in abatement.	0.20 129.50/hr	Litiga L210	NO CHARGE

			Hrs/Rate		Amount
8/21/2018	TJJ	Prepared Anita Brunsting's response to Carl Brunsting's motion for partial summary judgment; reviewed authorities re trust construction; prepared file memo re same; prepared motion for continuance re same.	4.50 195.00/hr	Carl L240	$877.50
	SAM	Reviewed the file memo re the QBD (qualified beneficiary designation); conferred with T. Jadloski re same; prepared correspondence to	1.80 395.00/hr	Canda L120	$711.00
	TJJ	Conferred with	0.40 195.00/hr	Canda L120	NO CHARGE
8/22/2018	TJJ	Prepared defendants' joint motion for continuance re Carl Brunsting's motion for partial summary judgment; reviewed Harris County clerk's record re same; prepared S. Mendel's affidavit in support of same; reviewed authorities re same; prepared file memo re response to Carl Brunsting's motion for partial summary judgment; prepared correspondence to	4.90 195.00/hr	Carl L240	$955.50
	SAM	Reviewed the file re pending issues, including, but not limited to, Carl Brunsting's motion for summary judgment; conferred with prepared correspondence to prepared correspondence to	0.60 395.00/hr	Carl L240	$237.00
8/23/2018	TJJ	Prepared defendants' joint motion for continuance re Carl Brunsting's motion for partial summary judgment and supporting affidavit; prepared correspondence to and reviewed correspondence from reviewed correspondence reviewed temporary administrator's report re same; reviewed master's report re same.	2.20 195.00/hr	Carl L240	$429.00

			Hrs/Rate		Amount
8/24/2018	TJJ	Prepared memo re response to Carl Brunsting's motion for partial summary judgment; prepared defendants' joint response to Carl Brunsting's motion for partial summary judgment.	1.40 195.00/hr	Carl L240	$273.00
	MT	Reviewed and prepared docket matters re response to Carl Brunsting's partial motion for summary judgment.	0.20 129.50/hr	Carl L240	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to C. Brunsting re accounting issues.	0.20 395.00/hr	Trust L150	$79.00
	SAM	Reviewed and revised the file memo re response to Carl Brunsting's motion for partial summary judgment; conferred with	0.40 395.00/hr	Carl L240	$158.00
	TJJ	Conferred with	0.20 195.00/hr	Carl L240	NO CHARGE
8/27/2018	TJJ	Prepared correspondence to Carl Brunsting, Carole Brunsting, Amy Brunsting, and C. Curtis re trust accounting update.	0.30 195.00/hr	Trust L320	$58.50
	TJJ	Prepared defendants' joint response to Carl Brunsting's motion for partial summary judgment; prepared defendant's joint motion for continuance re Carl Brunsting's motion for partial summary judgment; filed and served same.	2.30 195.00/hr	Carl L240	$448.50
	SAM	Reviewed and revised the motion for continuance as to Carl Brunsting's motion for summary judgment; reviewed correspondence from	0.80 395.00/hr	Carl L240	$316.00
	SAM	Reviewed the accountings to be produced; prepared correspondence to all parties re monthly accountings for the time period February - June 2018.	0.50 395.00/hr	Trust L320	$197.50

			Hrs/Rate		Amount
8/28/2018	TJJ	Prepared order granting motion for continuance; reviewed and filed same; conferred with conferred with court clerk re hearing on same; prepared correspondence to Judge Comstock re same; prepared defendants' joint response to Carl Brunsting's motion for partial summary judgment; prepared correspondence to	4.60 195.00/hr	Carl L240	$897.00
	SAM	Reviewed and revised the joint motion for continuance; reviewed and revised the joint response to the QBD motion for summary judgment; conferred with	1.50 395.00/hr	Carl L240	$592.50
	TJJ	Conferred with	0.40 195.00/hr	Carl L240	NO CHARGE
8/29/2018	TJJ	Revised correspondence to ; prepared same; conferred with reviewed and filed same.	3.60 195.00/hr	Carl L240	$702.00
	MT	Updated litigation index re notice of hearing re joint motion for continuance.	0.10 129.50/hr	Carl L240	NO CHARGE
	SAM	Reviewed and revised the response to Carl Brunsting's motion for summary judgment; reviewed correspondence from reviewed the trust re the QBD provisions.	1.20 395.00/hr	Carl L240	$474.00
8/30/2018	TJJ	Prepared order denying Carl Brunsting's motion for partial summary judgment; reviewed and filed same.	0.50 195.00/hr	Carl L240	$97.50
	MT	Updated litigation index re response to partial motion for summary judgment.	0.10 129.50/hr	Carl L240	NO CHARGE
9/4/2018	TJJ	Reviewed C. Curtis' addendum to plea in abatement; reviewed authorities re	0.00 195.00/hr	Canda L240	NO CHARGE

			Hrs/Rate		Amount
9/4/2018	MT	Updated litigation index re addendum to plea in abatement; reviewed court's docket re motion for continuance and motion for summary judgment hearing.	0.20 129.50/hr	Carl L250	NO CHARGE
	SAM	Conferred with reviewed the file re same.	0.70 395.00/hr	Canda L120	$276.50
	TJJ	Conferred with	0.50 195.00/hr	Canda L210	NO CHARGE
	TJJ	Prepared for hearing re Carl Brunsting's partial motion for summary judgment; conferred with reviewed Carl Brunsting's response to defendants' joint motion for continuance; reviewed Carl Brunsting's objection to exhibit A to defendants' joint response to Carl Brunsting's partial motion for summary judgment; prepared proposed docket control order.	2.80 195.00/hr	Carl L240	$546.00
9/5/2018	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on Carl Brunsting's motion for partial summary judgment and defendant's motion for continuance re same.	3.70 195.00/hr	Carl L230	$721.50
	MT	Updated litigation index; conferred with Judge Davidson's office re mediation availability.	0.50 129.50/hr	Carl L160	$64.75
	SAM	Prepared for, traveled to, attended, and returned from court re hearing on motions for continuance and Carl Brunsting's motion for summary judgment; conferred with B. Bayless and	3.70 395.00/hr	Carl L230	$1,461.50
	SAM	Reviewed the file re conference with N. Spielman and B. Bayless; prepared correspondence to and reviewed correspondence from N. Spielman and B. Bayless re settlement and scheduling issues.	0.80 395.00/hr	Carl L160	$316.00

			Hrs/Rate		Amount
9/7/2018	SAM	Attended telephone conference with B. Bayless and N. Spielman re scheduling issues per the court's instructions; reviewed correspondence from Judge Comstock re same; prepared correspondence to and reviewed correspondence from	0.50 395.00/hr	Carl L250	$197.50
	TJJ	Conferred with reviewed the court's orders re same.	0.50 195.00/hr	Litiga L120	NO CHARGE
9/11/2018	SAM	Reviewed and revised the docket control order; prepared correspondence to N. Spielman and B. Bayless re same; attended conference call with N. Spielman and B. Bayless re scheduling issues; conferred with	2.20 395.00/hr	Carl L250	$869.00
	TJJ	Conferred with	0.70 195.00/hr	Litiga L250	NO CHARGE
9/13/2018	SAM	Reviewed and revised the proposed docket control order; prepared correspondence to N. Spielman and B. Bayless re same.	0.30 395.00/hr	Carl L250	$118.50
9/14/2018	SAM	Reviewed and revised the proposed docket control order; prepared correspondence to all parties re same; revised the docket control order; prepared correspondence to all parties re amended version.	0.60 395.00/hr	Carl L250	$237.00
9/15/2018	SAM	Prepared correspondence to all parties re the docket control order; reviewed correspondence from and prepared correspondence to C. Curtis re same.	0.40 395.00/hr	Canda L250	$158.00
9/16/2018	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L250	$79.00
9/20/2018	TJJ	Reviewed correspondence from Carole Brunsting re opposition to mediation.	0.10 195.00/hr	Litiga L160	NO CHARGE

			Hrs/Rate		Amount
9/25/2018	MT	Reviewed file memo for docket control order; conferred with Judge Davidson's assistant re mediation dates.	0.30 129.50/hr	Canda L160	$38.85
	SAM	Reviewed correspondence from prepared correspondence to the court re the docket control order and mediation of the case.	0.40 395.00/hr	Canda L160	$158.00
10/9/2018	SAM	Met with prepared correspondence to Judge Comstock re pending issues; prepared correspondence to	1.50 395.00/hr	Canda L120	$592.50
10/10/2018	SAM	Prepared for and attended conference call with B. Bayless and N. Spielman re settlement issues.	0.70 395.00/hr	Carl L160	$276.50
10/11/2018	SAM	Prepared correspondence to the Brunsting family re appraisal fees.	0.30 395.00/hr	Trust L120	$118.50
10/13/2018	SAM	Reviewed the file re depositions to schedule; prepared correspondence to the parties re same.	0.40 395.00/hr	Canda L330	$158.00
	SAM	Prepared correspondence to the parties re the Iowa farm appraisals.	0.20 395.00/hr	Trust L310	$79.00
10/15/2018	SAM	Reviewed correspondence from C. Brunsting re the farm appraisals.	0.20 395.00/hr	Trust L120	$79.00
10/16/2018	SAM	Reviewed the file re pending administration issues.	0.20 395.00/hr	Trust L120	NO CHARGE
10/19/2018	SAM	Reviewed correspondence from and prepared correspondence to R. Munson re appraisal issues; reviewed the court's file re pending pleadings.	0.30 395.00/hr	Canda L120	$118.50
10/22/2018	TJJ	Reviewed C. Curtis' plea to the jurisdiction and motion to dismiss; prepared A. Brunsting's response to same.	0.70 195.00/hr	Canda L240	$136.50

			Hrs/Rate		Amount
10/31/2018	TJJ	Prepared notice of intent to take deposition of C. Kunz-Freed; prepared correspondence to A. Johnson re same.	0.70 195.00/hr	Canda L330	$136.50
	TJJ	Prepared A. Brunsting's motion to disburse trust funds; reviewed authorities re	1.60 195.00/hr	Canda L250	$312.00
	SAM	Conferred with prepared correspondence to	0.50 395.00/hr	Canda L160	$197.50
	TJJ	Prepared A. Brunsting's notice of deposition of C. Kunz-Freed; reviewed and filed same.	0.40 195.00/hr	Canda L330	$78.00
	TJJ	Conferred with	0.30 195.00/hr	Trust L250	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman and B. Bayless re settlement.	0.30 395.00/hr	Carl L160	$118.50
	SAM	Conferred with ; reviewed correspondence from and prepared correspondence to B. Bayless re the depositions; reviewed correspondence from and prepared correspondence to	0.70 395.00/hr	Canda L330	$276.50
11/28/2018	TJJ	Reviewed authorities re prepared C. Kunz-Freed subpoena to appear for oral deposition; conferred with prepared correspondence to C. Reed re service of same.	1.30 195.00/hr	Canda L330	$253.50
	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L330	NO CHARGE
	MT	Updated litigation index re notice of intent to deposition C. Freed.	0.10 129.50/hr	Canda L330	NO CHARGE

			Hrs/Rate		Amount
11/29/2018	TJJ	Prepared motion to compel deposition of C. Kunz-Freed.	0.80 195.00/hr	Canda L350	$156.00
	TJJ	Reviewed subpoena to C. Kunz-Freed to appear for oral deposition; prepared correspondence to J. Hershey re service of same.	0.40 195.00/hr	Canda L330	$78.00
11/30/2018	EJW	Revised motion to disburse trust funds.	0.30 250.00/hr	Canda L250	$75.00
	TJJ	Prepared A. Brunsting's motion to disburse trust funds and order granting same.	1.80 195.00/hr	Canda L250	$351.00
	SAM	Reviewed C. Kunz-Freed's motion to quash and for protection.	0.30 395.00/hr	Canda L250	$118.50
12/3/2018	TJJ	Reviewed C. Kunz-Freed's motion to quash and motion for protection; prepared A. Brunsting's response and motion to compel deposition; reviewed authorities re	3.30 195.00/hr	Canda L350	$643.50
12/4/2018	EJW	Reviewed and revised motion to compel deposition and response to motion for protection.	0.60 250.00/hr	Canda L350	$150.00
	TJJ	Prepared A. Brunsting's motion to compel and response to C. Kunz-Freed's motion to quash and for protection; reviewed authorities re attorney client privilege and capacity.	2.70 195.00/hr	Canda L350	$526.50
12/8/2018	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
	SAM	Prepared correspondence to B. Bayless re the deposition and mediation of the case.	0.30 395.00/hr	Litiga L330	$118.50
12/10/2018	SAM	Prepared correspondence to prepared correspondence to	0.40 395.00/hr	Canda L120	$158.00

			Hrs/Rate		Amount
12/10/2018	TJJ	Prepared A. Brunsting's motion to compel and response to C. Kunz-Freed's motions to quash and for protection.	1.00 195.00/hr	Canda L350	$195.00
	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re mediation and related issues.	0.40 395.00/hr	Litiga L160	$158.00
12/14/2018	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L120	$118.50
12/15/2018	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L120	$79.00
12/17/2018	TJJ	Prepared A. Brunsting's motion to compel and response to C. Kunz-Freed's motions to quash and for protection.	2.80 195.00/hr	Canda L350	$546.00
	MT	Conferred with court clerk re motion to quash.	0.20 129.50/hr	Canda L350	$25.90
12/18/2018	TJJ	Prepared A. Brunsting's motion to compel deposition of C. Kunz-Freed; prepared proposed order granting same; reviewed and filed same; prepared A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection.	2.60 195.00/hr	Canda L350	$507.00
	MT	Prepared correspondence to and reviewed correspondence from Judge Comstock re hearing for motion to compel; reviewed and prepared docket matters re hearing for motion to compel.	0.40 129.50/hr	Canda L250	$51.80
12/19/2018	MT	Updated litigation index re affidavit of service on C. Kunz-Freed.	0.10 129.50/hr	Canda L140	NO CHARGE

			Hrs/Rate		Amount
12/28/2018	MT	Prepared and filed notice of hearing re motion to quash, motion for protection, and motion to compel; updated litigation index re same.	0.40 129.50/hr	Canda L350	$51.80
	TJJ	Conferred with	0.20 195.00/hr	Canda L350	NO CHARGE
	SAM	Conferred with	0.20 395.00/hr	Canda L330	$79.00
	SAM	Prepared correspondence to reviewed the file re same.	0.20 395.00/hr	Trust L120	$79.00
1/3/2019	SAM	Reviewed correspondence from Carole Brunsting re settlement; reviewed correspondence from	0.20 395.00/hr	Litiga L160	$79.00
1/4/2019	TJJ	Prepared A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection; prepared A. Brunsting's motion to disburse trust funds.	1.00 195.00/hr	Canda L250	$195.00
1/10/2019	MT	Reviewed status of docket.	0.20 129.50/hr	Canda L190	NO CHARGE
1/11/2019	TJJ	Reviewed and revised A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection.	0.60 195.00/hr	Canda L350	$117.00
1/15/2019	TJJ	Prepared A. Brunsting's response to C. Kunz-Freed's motion to quash and for protection; reviewed authorities re	1.30 195.00/hr	Canda L350	$253.50
	SAM	Reviewed and revised the motion to compel against C. Kunz-Freed; conferred with	0.60 395.00/hr	Canda L350	$237.00

			Hrs/Rate		Amount
1/15/2019	TJJ	Prepared A. Brunsting's response to C. Kunz-Freed's motion to quash and for protection; reviewed authorities re	1.30 195.00/hr	Canda L350	$253.50
	TJJ	Conferred with	0.20 195.00/hr	Canda L350	NO CHARGE
1/16/2019	SAM	Revised the reply to the response to A. Brunsting's motion to compel the deposition of Kunz-Freed.	1.00 395.00/hr	Canda L350	$395.00
	TJJ	Prepared A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection; conferred with reviewed and filed same.	1.10 195.00/hr	Canda L350	$214.50
1/17/2019	MT	Updated litigation index re response to motion to quash.	0.10 129.50/hr	Canda L140	NO CHARGE
1/22/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L350	$118.50
1/23/2019	MT	Updated litigation index re A. Brunsting's reply to C. Kunz-Freed's response to motion to compel.	0.10 129.50/hr	Canda L140	NO CHARGE
1/24/2019	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on A. Brunsting's motion to compel and C. Kunz-Freed's motions to quash and for protection.	4.40 195.00/hr	Canda L230	$858.00
	TJJ	Prepared A. Brunsting's motion to disburse trust funds re farm appraisal; prepared order granting same.	0.40 195.00/hr	Canda L250	$78.00
	TJJ	Reviewed court's order granting A. Brunsting's motion to compel the deposition of C. Kunz-Freed; prepared correspondence re same; prepared correspondence to Z. Foley re dates for deposition.	0.40 195.00/hr	Canda L330	$78.00

			Hrs/Rate		Amount
1/25/2019	TJJ	Reviewed C. Curtis' motion to make more definite and certain the parties and claims; reviewed Amy Brunsting's draft motion for clarification and/or motion to dismiss; conferred with	1.30 195.00/hr	Canda L250	$253.50
	SAM	Conferred with reviewed Amy Brunsting's draft motion for clarification and/or motion to dismiss.	0.30 395.00/hr	Canda L250	$118.50
1/28/2019	SAM	Reviewed and revised Amy Brunsting's motion for clarification and dismissal; conferred with conferred with	1.30 395.00/hr	Canda L250	$513.50
	TJJ	Conferred with	0.50 195.00/hr	Canda L250	NO CHARGE
	TJJ	Conferred with	0.70 195.00/hr	Canda L350	$136.50
	MT	Updated litigation index re C. Kunz-Freed and Vacek's motion to dismiss with want of prosecution; reviewed court's docket for hearing re same; prepared notice of appearance; conferred with	0.90 129.50/hr	Canda L140	$116.55
	TJJ	Reviewed and revised Amy Brunsting's motion for clarification and/or motion to dismiss; prepared Anita Brunsting's motion to obtain approval re appraisal; prepared order re same; reviewed and filed same.	3.40 195.00/hr	Canda L250	NO CHARGE
1/29/2019	SAM	Reviewed and revised Anita Brunsting's motion for clarification and dismissal; conferred with reviewed correspondence from	0.50 395.00/hr	Canda L250	$197.50

			Hrs/Rate		Amount
		and prepared correspondence to			
1/29/2019	TJJ	Reviewed correspondence from C. Reed re C. Kunz-Freed deposition dates; conferred with	0.30 195.00/hr	Canda L330	NO CHARGE
	TJJ	Prepared Anita Brunsting's motion to join Amy Brunsting's motion for clarification and/or motion to dismiss; conferred with reviewed and filed same.	0.60 195.00/hr	Canda L250	$117.00
	MT	Updated litigation index re motion to clarify, notice of hearing for same, motion for approval of appraisers, and motion to join; reviewed and prepared docket matters re same.	0.40 129.50/hr	Canda L140	$51.80
1/30/2019	TJJ	Prepared correspondence to C. Curtis, Carole Brunsting, Carl Brunsting, and Amy Brunsting re trust accounting update; reviewed and organized client documents re same	3.50 195.00/hr	Trust L320	$682.50
	TJJ	Conferred with	0.30 195.00/hr	Trust L150	NO CHARGE
2/1/2019	SAM	Conferred with prepared correspondence to	0.70 395.00/hr	Canda L330	$276.50
2/4/2019	TJJ	Prepared subpoena for documents and tangible things to C. Kunz-Freed; prepared A. Brunsting's 1st requests for production to C. Curtis.	1.10 195.00/hr	Canda L310	$214.50
	MT	Updated litigation index re C. Kunz-Freed's response to motion to clarify and C. Brunsting's response to motion to clarify; prepared correspondence to Judge Comstock re court's availability for C. Kunz-Freed's deposition.	0.50 129.50/hr	Canda L330	$64.75

			Hrs/Rate		Amount
2/5/2019	SAM	Conferred several times with conferred with	1.00 395.00/hr	Canda L390	$395.00
	TJJ	Reviewed correspondence from C. Comstock re C. Kunz-Freed deposition.	0.30 195.00/hr	Canda L330	$58.50
	TJJ	Reviewed and revised draft of Amy Brunsting's reply to C. Curtis' response to Amy Brunsting's motion for clarification and to dismiss; reviewed C. Curtis' response to Amy Brunsting's motion for clarification and to dismiss; reviewed authorities re estate claims as property; conferred with S.	1.80 195.00/hr	Canda L250	$351.00
	TJJ	Prepared subpoena for documents and tangible things to C. Kunz-Freed; conferred with prepared correspondence to C. Reed re same.	0.90 195.00/hr	Canda L310	$175.50
	MT	Updated litigation index re A. Brunsting's response to C. Curtis' motions.	0.10 129.50/hr	Canda L140	NO CHARGE
	TJJ	Conferred with	0.50 195.00/hr	Litiga L250	NO CHARGE
	SAM	Conferred with	0.30 395.00/hr	Canda L250	$118.50
2/6/2019	TJJ	Reviewed court's docket re hearing on Amy Brunsting's motion for clarification and to dismiss.	0.40 195.00/hr	Canda L250	$78.00
2/7/2019	MT	Prepared correspondence to and reviewed correspondence from court re confirmation of deposition date and hearing for motion to obtain an appraisal; reviewed and prepared docket matters re	0.70 129.50/hr	Canda L330	$90.65

			Hrs/Rate		Amount
		deposition date; reviewed court's response re hearing for motion to obtain an appraisal.			
2/7/2019	SAM	Reviewed the file re hearing dates and strategy issues.	0.30 395.00/hr	Canda L120	$118.50
	TJJ	Reviewed C. Curtis response to Amy Brunsting's interrogatories and requests for production.	0.90 195.00/hr	Canda L310	$175.50
	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on Amy Brunsting's motion to clarify and to dismiss.	3.50 195.00/hr	Canda L230	$682.50
2/8/2019	MT	Prepared correspondence to court re hearing for motion to obtain an appraisal; reviewed and prepared docket matters re same; prepared and filed notice of hearing; updated litigation index re same.	0.40 129.50/hr	Canda L190	$51.80
	TJJ	Reviewed correspondence from C. Comstock re hearing date for Anita Brunsting's motion for appraisal and notice of C. Kunz-Freed deposition.	0.20 195.00/hr	Canda L250	$39.00
2/11/2019	SAM	Reviewed correspondence from and prepared correspondence to Judge Comstock re the hearings for an appraisal, an attorney fee application, and C. Curtis' pleas for abatement and to the court's jurisdiction.	0.50 395.00/hr	Canda L120	$197.50
	TJJ	Reviewed correspondence from and prepared correspondence to Judge Comstock re hearing date for motion to approve appraisal; reviewed authorities re pleading deadlines; conferred with	1.20 195.00/hr	Canda L250	$234.00
	SAM	Conferred with	0.00 395.00/hr	Canda L250	NO CHARGE

			Hrs/Rate		Amount
2/13/2019	TJJ	Prepared deposition notice and subpoena duces tecum to C. Kunz-Freed; prepared correspondence to Z. Foley and C. Reed re same.	0.80 195.00/hr	Canda L330	$156.00
2/14/2019	MT	Revised and filed notice of intent to depose C. Kunz-Freed.	0.40 129.50/hr	Canda L330	$51.80
	MT	Updated litigation index re order denying C. Curtis' pleas and order transferring district court proceeding to probate court.	0.10 129.50/hr	Canda L350	$12.95
2/20/2019	TJJ	Reviewed correspondence from prepared memo to reviewed authorities re same.	1.30 195.00/hr	Canda L330	$253.50
	TJJ	Prepared Anita Brunsting's 1st requests for production to C. Curtis; reviewed C. Curtis interrogatories responses re same; reviewed pleadings re same; prepared correspondence to	1.30 195.00/hr	Canda L310	$253.50
	TJJ	Conferred with prepared motion to approve deposition expenses; prepared order re same.	1.50 195.00/hr	Canda L350	$292.50
	SAM	Reviewed multiple correspondence from reviewed the file re same.	1.00 395.00/hr	Canda L120	$395.00
2/22/2019	MT	Updated litigation index re notice of intent to participate in deposition, demand for accounting, and objection to motion for appraisal; reviewed and prepared docket matters re same.	0.40 129.50/hr	Canda L140	$51.80
2/25/2019	SAM	Conferred with prepared correspondence to	0.30 395.00/hr	Trust L120	$118.50

			Hrs/Rate		Amount
2/25/2019	TJJ	Reviewed C. Curtis notice of intent and attorney-client privilege briefing re C. Kunz-Feed deposition; prepared Anita Brunsting's brief to court re attorney-client privilege; reviewed authorities re exceptions to same.	3.00 195.00/hr	Canda L330	$585.00
	TJJ	Reviewed C. Curtis' objection to motion to approve appraisal.	0.30 195.00/hr	Canda L250	$58.50
	TJJ	Met with	1.50 195.00/hr	Canda L120	$292.50
	TJJ	Conferred with	0.20 195.00/hr	Canda L250	NO CHARGE
2/26/2019	TJJ	Reviewed correspondence from C. Reed re privilege waiver; reviewed proposed agreement re same; reviewed correspondence from and prepared correspondence to prepared briefing to court re attorney client privilege; reviewed authorities re same; reviewed draft briefing from conferred with	4.10 195.00/hr	Canda L250	$799.50
2/27/2019	TJJ	Prepared briefing re attorney client privilege.	1.20 195.00/hr	Canda L250	$234.00
	TJJ	Prepared Anita Brunsting's requests for production to C. Curtis; reviewed exhibits to C. Curtis motion for summary judgment response and federal court petition re same.	0.80 195.00/hr	Canda L350	$156.00
	TJJ	Reviewed authorities re	0.80 195.00/hr	Canda L210	$156.00
	TJJ	Prepared Anita Brunsting's motion to approve attorney's fees and expenses.	0.60 195.00/hr	Canda L250	$117.00

			Hrs/Rate		Amount
2/28/2019	TJJ	Prepared Anita Brunsting's motion to approve attorneys' fees and expenses; reviewed and responded to correspondence from prepared notice of transfer to district court and order re same.	2.70 195.00/hr	Canda L250	$526.50
	TJJ	Prepared correspondence to	0.10 195.00/hr	Canda L350	NO CHARGE
3/1/2019	TJJ	Reviewed correspondence from C. Reed re attorney client privilege waivers; reviewed and revised Anita and Amy Brunsting's joint brief re rule of evidence 503(d); prepared correspondence to reviewed C. Freed's brief re same.	1.50 195.00/hr	Canda L330	$292.50
	TJJ	Prepared Anita Brunsting's motion for reimbursement of attorneys' fees.	0.50 195.00/hr	Canda L250	$97.50
	MT	Updated litigation index re C. Kunz-Freed's brief re privilege.	0.20 129.50/hr	Canda L140	NO CHARGE
3/4/2019	TJJ	Prepared Anita Brunsting's motion for reimbursement of attorneys' fees.	0.40 195.00/hr	Canda L250	$78.00
3/5/2019	TJJ	Reviewed correspondence from conferred with	0.50 195.00/hr	Trust L320	$97.50
	TJJ	Conferred with reviewed county and district clerk records re same.	0.50 195.00/hr	Canda L240	$97.50
	TJJ	Reviewed C. Kunz-Freed privilege log; reviewed authorities re	0.50 195.00/hr	Canda L390	$97.50
	MT	Updated litigation index re notice of filing of privilege log.	0.20 129.50/hr	Canda L140	NO CHARGE

			Hrs/Rate		Amount
3/6/2019	SAM	Conferred with	0.20 395.00/hr	Litiga L120	NO CHARGE
	TJJ	Prepared for hearing re motion to approve appraisal; conferred with prepared correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re same; reviewed correspondence from and prepared correspondence to N. Konz re same.	1.70 195.00/hr	Trust L250	$331.50
3/7/2019	SAM	Conferred with	0.20 395.00/hr	Trust L120	$79.00
	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on Anita Brunsting's motion to approve appraisal.	2.20 195.00/hr	Canda L230	$429.00
	TJJ	Reviewed correspondence from C. Reed re C. Kunz-Freed withheld documents responsive to subpoena duces tecum.	0.20 195.00/hr	Canda L320	$39.00
	TJJ	Conferred with	0.20 195.00/hr	Litiga L250	NO CHARGE
3/8/2019	TJJ	Reviewed correspondence from B. Bayless re legal fees in 2017 trust tax returns; reviewed returns re same.	0.20 195.00/hr	Trust L390	$39.00
3/11/2019	SAM	Conferred several times with	0.30 395.00/hr	Canda L120	$118.50
	TJJ	Reviewed 2017 trust tax returns re professional fees; conferred with prepared correspondence to B. Bayless re same.	0.60 195.00/hr	Trust L390	$117.00
	TJJ	Reviewed privileged documents from C. Kunz-Freed re waiving privilege; reviewed and responded to correspondence from	1.80 195.00/hr	Canda L320	$351.00

			Hrs/Rate		Amount
3/11/2019	TJJ	Conferred with	0.20 195.00/hr	Trust L390	NO CHARGE
3/12/2019	SAM	Conferred with	0.20 395.00/hr	Canda L120	$79.00
	TJJ	Reviewed and responded to correspondence from	0.30 195.00/hr	Canda L320	$58.50
3/19/2019	EJW	Conferred with several court reporter agencies re March 20 deposition; prepared exhibit binders for same.	4.00 250.00/hr	Canda L330	$1,000.00
	TJJ	Conferred with reviewed C. Kunz-Freed's production re same; prepared deposition exhibits re same; reviewed C. Curtis' pleadings re same.	4.00 195.00/hr	Canda L330	$780.00
	SAM	Prepared for the deposition of Candace Kunz-Freed; conferred twice with ; conferred several times with	6.40 395.00/hr	Canda L330	$2,528.00
	JM	Prepared and organized deposition exhibits; conferred with conferred with multiple court reporting agencies re deposition availability; conferred with M. Mauger re same.	4.50 129.50/hr	Canda L330	$582.75
	MW	Prepared and organized deposition exhibits.	2.00 129.50/hr	Canda L330	$259.00
	MT	Conferred with multiple court reporting agencies re deposition; prepared multiple correspondences to multiple court reporting agencies re same; prepared and organized deposition exhibits; conferred with	4.50 129.50/hr	Canda L330	$582.75

			Hrs/Rate		Amount
3/19/2019	TJJ	Conferred with M. Mauger, J. Munro, and E. Wyatt re outline and exhibits for C. Kunz-Freed deposition.	0.50 195.00/hr	Canda L330	NO CHARGE
	TJJ	Conferred with reviewed C. Kunz-Freed's production re same; prepared deposition exhibits re same; reviewed Carl Brunsting's pleadings re same.	4.00 195.00/hr	Canda L330	$780.00
3/20/2019	TJJ	Prepared for, traveled to, and attended the deposition of C. Kunz-Freed; conferred with	9.00 195.00/hr	Canda L330	$1,755.00
	SAM	Prepared for, traveled to, attended, and returned from the deposition of Candace Kunz-Freed.	12.00 395.00/hr	Canda L330	$4,740.00
3/21/2019	SAM	Reviewed the file post-deposition of Candace Kunz-Freed and evaluated the litigation strategy moving forward.	3.80 395.00/hr	Canda L120	$1,501.00
3/22/2019	TJJ	Reviewed and organized Anita Brunsting's accounting documents and correspondence re same.	0.60 195.00/hr	Trust L140	$117.00
3/23/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L120	$118.50
3/26/2019	TJJ	Received and organized accounting documents and correspondence.	0.70 195.00/hr	Trust L140	$136.50
	TJJ	Conferred with	0.40 195.00/hr	Canda L210	$78.00
	MT	Prepared correspondence to updated litigation index re same.	0.20 129.50/hr	Canda L140	$25.90
3/28/2019	TJJ	Reviewed and organized	3.40 195.00/hr	Trust L140	$663.00

			Hrs/Rate		Amount
4/1/2019	TJJ	Reviewed and organized	2.70 195.00/hr	Trust L140	$526.50
4/11/2019	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re the resumption of C. Kunz-Freed deposition; reviewed correspondence from	0.30 395.00/hr	Canda L310	$118.50
4/26/2019	TJJ	Reviewed Anita Brunsting's prior accounting correspondence re frequency.	0.40 195.00/hr	Trust L320	$78.00
5/2/2019	MT	Updated discovery index re C. Kunz-Freed deposition transcript with exhibits.	0.40 129.50/hr	Canda L190	$51.80
5/8/2019	SAM	Reviewed purported notice from R. Munson re a hearing on a closed federal court case; conferred with reviewed the court's electronic records re same.	0.50 395.00/hr	Canda L120	$197.50
5/13/2019	TJJ	Reviewed Amy Brunsting's motion for sanctions; reviewed authorities re Court's inherent sanction powers; prepared correspondence to	1.00 195.00/hr	Canda L250	$195.00
5/14/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L330	$79.00
5/15/2019	TJJ	Reviewed correspondence from C. Reed re date to continue C. Kunz-Freed deposition; reviewed and revised correspondence to Judge Comstock re same.	0.20 195.00/hr	Canda L330	$39.00
	MT	Updated litigation index re Amy Brunsting's motion for sanctions and contempt.	0.10 129.50/hr	Litiga L140	NO CHARGE
5/17/2019	TJJ	Reviewed correspondence from prepared notice re same; reviewed and filed same.	0.50 195.00/hr	Canda L330	$97.50

			Hrs/Rate		Amount
5/17/2019	TJJ	Prepared Anita Brunsting's motion for reimbursement of attorney's fees; reviewed fee invoices re same; prepared proposed order re same.	2.30 195.00/hr	Canda L250	$448.50
	MT	Updated litigation index re notice of intent to continue deposition of C. Kunz-Freed; conferred with Carole Davis re court reporter for same; prepared correspondence to and from Carole Davis re same; prepared correspondence to and from Southwest Court Reporting re same; reviewed and prepared docket matters re deposition.	0.60 129.50/hr	Canda L140	$77.70
5/20/2019	TJJ	Reviewed correspondence from prepared same.	0.30 195.00/hr	Litiga L310	$58.50
	TJJ	Reviewed correspondence from prepared same.	0.30 195.00/hr	Canda L310	$58.50
5/21/2019	MT	Updated litigation index re notice of hearing for Amy's motion for sanctions and contempt; reviewed and prepared docket matters re same.	0.20 129.50/hr	Litiga L140	NO CHARGE
	TJJ	Prepared Anita Brunsting's first requests for production to C. Curtis; reviewed order dismissing C. Curtis' claims re same.	0.30 195.00/hr	Canda L310	$58.50
	TJJ	Prepared Anita Brunsting's first requests for production to Carole Brunsting.	0.30 195.00/hr	Litiga L310	$58.50
5/22/2019	TJJ	Reviewed correspondence from reviewed and revised original counterclaims re same; reviewed trust documents re same; reviewed and revised correspondence to	1.00 195.00/hr	Canda L210	$195.00
6/6/2019	TJJ	Reviewed prior correspondence re accounting updates re frequency.	0.50 195.00/hr	Trust L320	$97.50

			Hrs/Rate		Amount
6/6/2019	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to	0.60 395.00/hr	Trust L120	$237.00
6/7/2019	TJJ	Reviewed correspondence from reviewed prior correspondence re same.	0.50 195.00/hr	Trust L150	$97.50
	SAM	Conferred several times with reviewed the files re same; prepared correspondence to C. Brunsting re same; prepared correspondence to	1.20 395.00/hr	Trust L150	$474.00
	TJJ	Conferred with	0.30 195.00/hr	Trust L150	NO CHARGE
6/8/2019	SAM	Reviewed correspondence from B. Bayless re accounting records; reviewed the file re same; prepared correspondence to all parties re same.	0.40 395.00/hr	Trust L120	$158.00
6/12/2019	MT	Updated litigation index re C. Curtis' response to application for contempt and petition for declaratory judgment.	0.20 129.50/hr	Canda L140	NO CHARGE
	TJJ	Reviewed C. Curtis' response to Amy Brunsting's motion for sanctions; reviewed authorities re legal title and pour-over Will issues.	1.60 195.00/hr	Canda L250	$312.00
6/14/2019	SAM	Reviewed multiple correspondence among the parties and the court re deposition scheduling issues.	0.30 395.00/hr	Canda L330	$118.50
6/24/2019	MT	Reviewed correspondence from and prepared correspondence to court reporter re deposition of C. Kunz-Freed.	0.30 129.50/hr	Canda L330	$38.85

			Hrs/Rate		Amount
6/25/2019	TJJ	Prepared memo to reviewed C. Kunz-Freed deposition transcript re same; reviewed authorities re	7.50 195.00/hr	Canda L330	$1,462.50
6/26/2019	TJJ	Reviewed exhibits to C. Kunz-Freed deposition; conferred with reviewed C. Kunz-Freed deposition transcript re objections; prepared correspondence to conferred with	4.80 195.00/hr	Canda L330	$936.00
	SAM	Prepared for the continued deposition of Candace Kunz-Freed; conferred several times with	1.00 395.00/hr	Canda L330	$395.00
	TJJ	Conferred with	0.40 195.00/hr	Canda L330	NO CHARGE
6/27/2019	SAM	Prepared for, traveled to, attended, and returned from the deposition of Candace Kunz-Freed.	9.00 395.00/hr	Canda L330	$3,555.00
	SAM	Conferred with conferred with S. Griffin re same strategy issues.	0.40 395.00/hr	Trust L120	$158.00
	EJW	Reviewed authorities re conferred with	0.30 250.00/hr	Canda L120	NO CHARGE
	TJJ	Prepared for, traveled to, attended, and returned from C. Kunz-Freed deposition; prepared correspondence to	7.70 195.00/hr	Canda L330	$1,501.50
6/28/2019	SAM	Reviewed the file for case status information for attended the conference call with	0.50 395.00/hr	Canda L120	$197.50

			Hrs/Rate		Amount
6/28/2019	TJJ	Prepared Anita and Amy Brunsting's joint application for reimbursement of attorneys' fees; prepared affidavit of conferred with	2.80 195.00/hr	Canda L250	$546.00
	TJJ	Prepared for, traveled to, attended, and returned from court re oral hearing on Amy Brunsting's motion for sanctions against C. Curtis.	2.60 195.00/hr	Canda L230	$507.00
7/1/2019	TJJ	Conferred with	0.30 195.00/hr	Trust L120	NO CHARGE
	SAM	Conferred with reviewed the accounting correspondence to the family members.	0.40 395.00/hr	Trust L120	$158.00
	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re tolling agreement; reviewed correspondence from	1.40 395.00/hr	Carl L250	$553.00
	TJJ	Reviewed and organized accounting documents; prepared correspondence to Amy Brunsting, Carl Brunsting, Carole Brunsting; and C. Curtis re accounting update.	3.30 195.00/hr	Trust L320	$643.50
	TJJ	Prepared S. Mendel's and S. Griffin's affidavits re Amy and Anita Brunsting's joint application for reimbursement of attorneys' fees; prepared order granting same.	0.40 195.00/hr	Canda L250	$78.00
7/2/2019	TJJ	Prepared correspondence to R. Vander Werff re farm appraisal; reviewed prior correspondence re same.	1.30 195.00/hr	Trust L190	$253.50
7/3/2019	MT	Updated litigation index re proposed order for Amy's motion for sanctions.	0.10 129.50/hr	Canda L140	NO CHARGE

			Hrs/Rate		Amount
7/4/2019	SAM	Prepared correspondence to	0.30 395.00/hr	Canda L330	$118.50
7/8/2019	SAM	Conferred with conferred with	0.60 395.00/hr	Canda L330	$237.00
	MT	Updated litigation index re C. Curtis' proposed order re post hearing findings of fact and memorandum re appointing an administrator.	0.20 129.50/hr	Canda L190	NO CHARGE
	SAM	Conferred with	0.40 395.00/hr	Canda L240	$158.00
	TJJ	Reviewed C. Curtis' proposed order and findings and conclusions of law re Amy Brunsting's motion for sanctions; reviewed C. Curtis' memo re appointment of administrator.	0.80 195.00/hr	Canda L250	$156.00
	TJJ	Conferred with	0.40 195.00/hr	Trust L250	NO CHARGE
7/11/2019	SAM	Reviewed and approved the tolling agreement for Carl Brunsting.	0.20 395.00/hr	Carl L250	$79.00
	MT	Updated file memo re tolling agreement; prepared correspondence to B. Bayless re same.	0.20 129.50/hr	Carl L250	$25.90
7/12/2019	SAM	Reviewed the file re pending administration issues.	0.20 395.00/hr	Trust L120	NO CHARGE
7/13/2019	SAM	Reviewed correspondence from B. Bayless re Carl Brunsting's tolling agreement; reviewed the file re the appraisal issue; prepared correspondence to	0.40 395.00/hr	Carl L250	$158.00

			Hrs/Rate		Amount
7/15/2019	MT	Reviewed correspondence from B. Bayless re tolling agreement; reviewed correspondence from	0.10 129.50/hr	Carl L250	NO CHARGE
7/19/2019	MT	Reviewed correspondence from court reporter re reporter's record from hearing.	0.10 129.50/hr	Litiga L190	NO CHARGE
	SAM	Reviewed correspondence from the court reporter re transcript for the sanctions hearing.	0.20 395.00/hr	Canda L230	$79.00
7/23/2019	MT	Updated litigation index re order for sanctions re C. Curtis; reviewed correspondence from the court re same.	0.20 129.50/hr	Canda L140	$25.90
7/30/2019	MT	Updated discovery index re C. Kunz-Freed's deposition transcript and deposition exhibits; reviewed correspondence from court reporter re same.	0.40 129.50/hr	Canda L110	$51.80
8/1/2019	MT	Updated file memo re correspondence from Southwest Reporting re C. Kunz-Freed's deposition.	0.10 129.50/hr	Canda L330	NO CHARGE
8/12/2019	MT	Updated litigation index re order granting appraisal; prepared correspondence to	0.20 129.50/hr	Trust L140	$25.90
	SAM	Reviewed correspondence from and prepared correspondence to reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re settlement issues.	0.50 395.00/hr	Carl L160	$197.50
8/13/2019	MT	Reviewed multiple correspondences to and from opposing counsel re mediation; prepared correspondence to	0.30 129.50/hr	Canda L160	$38.85

			Hrs/Rate		Amount
8/14/2019	MT	Reviewed multiple correspondences from opposing counsel re mediation.	0.10 129.50/hr	Canda L160	NO CHARGE
	SAM	Reviewed credentials of Judge Charles Seymore to be mediator; reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re mediation issues.	0.70 395.00/hr	Canda L160	$276.50
8/15/2019	MT	Reviewed multiple correspondences re mediation.	0.10 129.50/hr	Canda L160	$12.95
	TJJ	Reviewed correspondence from Carole Brunsting, B. Bayless, and N. Spielman re potential mediator; reviewed potential mediator's curriculum vitae.	0.30 195.00/hr	Canda L160	$58.50
	SAM	Conferred with	0.40 395.00/hr	Canda L160	$158.00
	TJJ	Conferred with	0.40 195.00/hr	Litiga L160	NO CHARGE
8/16/2019	SAM	Reviewed the file re pending administration issues.	0.30 395.00/hr	Trust L120	$118.50
8/20/2019	SAM	Conferred with	0.30 395.00/hr	Canda L160	$118.50
	TJJ	Conferred with ; prepared correspondence to Judge Seymore re conference call to discuss case.	0.40 195.00/hr	Canda L160	$78.00
	TJJ	Conferred with	0.30 195.00/hr	Litiga L160	NO CHARGE
8/26/2019	TJJ	Conferred with conferred with	0.40 195.00/hr	Canda L160	NO CHARGE

			Hrs/Rate		Amount
8/26/2019	SAM	Reviewed the file re appraisal issues; conferred with	0.30 395.00/hr	Canda L120	$118.50
	TJJ	Reviewed correspondence from and prepared correspondence to	0.20 195.00/hr	Canda L160	$39.00
9/3/2019	MT	Reviewed file re outstanding issues; conferred with	0.20 129.50/hr	Trust L190	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Trust L120	$118.50
9/5/2019	MT	Reviewed correspondence from reviewed file re outstanding issues.	0.10 129.50/hr	Canda L160	NO CHARGE
9/13/2019	MT	Conferred with	0.10 129.50/hr	Canda L190	NO CHARGE
9/17/2019	SAM	Conferred with Charles Seymore re mediation of the case; prepared correspondence to	0.40 395.00/hr	Canda L160	$158.00
10/9/2019	SAM	Conferred with Judge Seymore re mediation issues; prepared multiple correspondence to Judge Seymore re trust issues.	1.20 395.00/hr	Canda L160	$474.00
10/10/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.40 395.00/hr	Canda L120	$158.00
	SAM	Reviewed correspondence from and prepared correspondence to C. Seymore re settlement issues; prepared correspondence to	0.50 395.00/hr	Canda L160	$197.50
10/12/2019	SAM	Prepared file memo re	0.30 395.00/hr	Canda L330	$118.50

			Hrs/Rate		Amount
10/16/2019	EJW	Reviewed C. Kunz-Freed's motion for appointment of successor representative of the estate.	0.30 250.00/hr	Canda L120	$75.00
	SAM	Prepared file memo re pending issues; conferred with	0.50 395.00/hr	Canda L120	$197.50
10/17/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L160	$118.50
	ROC	Reviewed the file re case status and outstanding issues; prepared file memo re mediation and strategy issues.	2.50 175.00/hr	Canda L160	$437.50
10/18/2019	EJW	Reviewed and prepared docket matters; reviewed motion to appoint personal representative.	0.30 250.00/hr	Canda L190	$75.00
	ROC	Reviewed authorities re reviewed and revised counterclaim.	2.20 175.00/hr	Canda L120	$385.00
10/21/2019	SAM	Reviewed the file re counterclaims to be asserted.	0.30 395.00/hr	Canda L120	$118.50
10/22/2019	MT	Updated litigation index re reporter's certificate re C. Kunz-Freed's deposition.	0.10 129.50/hr	Canda L140	NO CHARGE
	SAM	Reviewed and revised the joint petition for declaratory judgment; prepared correspondence to	1.00 395.00/hr	Canda L210	$395.00
10/23/2019	SAM	Conferred with prepared file memo re same; prepared correspondence to	1.60 395.00/hr	Canda L210	$632.00
	ROC	Prepared amended answer re affirmative defenses; reviewed the federal and state litigation reports re production for source of financial and stock transfers from survivor trust or decedent trust.	3.40 175.00/hr	Canda L250	$595.00

			Hrs/Rate		Amount
10/24/2019	SAM	Conferred with reviewed and revised the second amended answer; reviewed the counterclaims re same.	2.30 395.00/hr	Canda L210	$908.50
	ROC	Reviewed the federal and state litigation reports re	0.70 175.00/hr	Canda L320	$122.50
10/25/2019	SAM	Prepared for and attended the status conference call with ; reviewed correspondence from and prepared correspondence to	3.00 395.00/hr	Canda L120	$1,185.00
10/26/2019	SAM	Prepared correspondence to	0.20 395.00/hr	Canda L120	$79.00
10/28/2019	SAM	Reviewed correspondence from C. Seymore re mediation issues; reviewed the C. Curtis distribution chart; prepared correspondence to C. Seymore re same; prepared correspondence to reviewed the Iowa farm appraisal; prepared correspondence to	0.80 395.00/hr	Canda L160	$316.00
11/2/2019	SAM	Reviewed correspondence from prepared correspondence to C. Seymore re same.	0.50 395.00/hr	Canda L160	$197.50
11/4/2019	MT	Updated litigation index re Amy and Anita Brunsting's response to motion to appoint personal representative with proposed order; filed second amended answer.	0.40 129.50/hr	Canda L140	$51.80
	SAM	Reviewed and revised the settlement proposal for the mediator; prepared correspondence to conferred with reviewed correspondence from and prepared correspondence to C. Seymore re mediation issues.	3.30 395.00/hr	Canda L160	$1,303.50

			Hrs/Rate		Amount
11/4/2019	SAM	Reviewed and revised the second amended answer; conferred with prepared correspondence to	1.00 395.00/hr	Canda L210	$395.00
	SAM	Reviewed and revised the response to Vacek & Freed's motion to appoint a personal representative; prepared correspondence to	1.00 395.00/hr	Canda L250	$395.00
11/5/2019	MT	Updated litigation index re second amended answer and Amy's motion for second contempt and additional sanctions with proposed order; reviewed multiple correspondences to and from Judge Seymore re mediation and settlement alternatives.	0.40 129.50/hr	Canda L140	$51.80
	SAM	Reviewed and revised the settlement proposal; prepared correspondence to reviewed authorities re prepared correspondence to prepared correspondence to	1.80 395.00/hr	Canda L160	$711.00
11/6/2019	SAM	Prepared for, traveled to, attended, and returned from the oral hearing on Vacek & Freed's motion for the appointment of a single personal representative.	2.00 395.00/hr	Canda L230	$790.00
11/7/2019	SAM	Reviewed correspondence from and prepared correspondence to reviewed multiple correspondence from N. Spielman and C. Seymore re settlement issues.	0.80 395.00/hr	Canda L160	$316.00
	MT	Updated litigation index re amended notice of hearing re appointment of personal representative; reviewed and prepared docket matters re same.	0.20 129.50/hr	Canda L140	NO CHARGE
	EJW	Reviewed and redacted invoices.	0.30 250.00/hr	Trust L190	$75.00
	EJW	Prepared documents for production.	0.30 250.00/hr	Canda L320	$75.00

			Hrs/Rate		Amount
11/7/2019	SAM	Prepared multiple correspondence to and reviewed multiple correspondence from N. Spielman and B. Bayless re the deposition of C. Curtis.	0.50 395.00/hr	Canda L330	$197.50
11/8/2019	MT	Prepared documents for production.	1.00 129.50/hr	Canda L320	$129.50
	EJW	Reviewed and redacted invoices.	0.40 250.00/hr	Trust L190	$100.00
	EJW	Prepared documents for production.	0.40 250.00/hr	Canda L320	$100.00
11/11/2019	SAM	Reviewed correspondence from C. Seymore re mediation meeting; conferred with reviewed the file re same.	0.30 395.00/hr	Canda L160	$118.50
11/13/2019	SAM	Prepared the attorneys' fees exhibit for C. Seymore; reviewed and revised the co-trustees settlement offer; conferred with attended conference call with C. Seymore (mediator) and	2.00 395.00/hr	Canda L160	$790.00
11/14/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L160	$79.00
11/17/2019	SAM	Reviewed correspondence from C. Schwager re new counsel re C. Curtis; prepared correspondence to the mediator re same; prepared correspondence to	0.60 395.00/hr	Canda L160	$237.00
11/18/2019	MT	Updated litigation index re notice of hearing for second motion for contempt and sanctions; reviewed and prepared docket matters re same; prepared notice of intent to take the deposition of C. Curtis.	0.50 129.50/hr	Canda L140	$64.75

			Hrs/Rate		Amount
11/18/2019	SAM	Reviewed correspondence from and prepared correspondence to	2.00 395.00/hr	Canda L120	$790.00
	SAM	Prepared for and attended the conference call with C. Seymore and N. Spielman re settlement issues.	0.50 395.00/hr	Canda L160	$197.50
11/19/2019	MT	Updated litigation index re C. Curtis' bill of review and notice of appearance.	0.20 129.50/hr	Canda L210	$25.90
	SAM	Reviewed correspondence from C. Seymore re settlement of the case; prepared correspondence to C. Seymore re same; prepared correspondence to	1.50 395.00/hr	Canda L160	$592.50
	SAM	Reviewed bill of review filed by C. Curtis; prepared correspondence to C. Seymore re same; prepared correspondence to	0.50 395.00/hr	Canda L210	$197.50
11/20/2019	SAM	Reviewed correspondence from and prepared correspondence to reviewed correspondence from N. Spielman and C. Seymore re same.	0.90 395.00/hr	Canda L160	$355.50
11/21/2019	SAM	Reviewed correspondence from N. Spielman and C. Seymore re settlement issues; prepared correspondence to reviewed correspondence from reviewed the revised asset summary.	0.80 395.00/hr	Canda L160	$316.00
11/22/2019	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to C. Seymore the co-trustees settlement proposal; prepared for and attended the reviewed correspondence from the mediator re same; prepared correspondence to	1.00 395.00/hr	Canda L160	$395.00

			Hrs/Rate		Amount
12/5/2019	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Litiga L160	NO CHARGE
12/11/2019	EJW	Conferred with	0.20 250.00/hr	Canda L190	NO CHARGE
	MT	Updated litigation index re first amended notice of hearing re motion to appoint a personal representative; reviewed court's docket re pending motions.	0.30 129.50/hr	Canda L140	$38.85
	SAM	Conferred with reviewed the file memo re same.	0.30 395.00/hr	Canda L210	$118.50
	EJW	Reviewed file re outstanding issues for hearing; prepared correspondence to	0.80 250.00/hr	Canda L190	NO CHARGE
12/12/2019	SAM	Conferred with	0.50 395.00/hr	Canda L250	$197.50
	EJW	Conferred with	0.20 250.00/hr	Canda L250	NO CHARGE
12/13/2019	SAM	Reviewed correspondence from and prepared correspondence to ; conferred with	0.30 395.00/hr	Canda L160	$118.50
1/9/2020	SAM	Conferred with prepared the first supplemental petition; prepared correspondence to	0.80 395.00/hr	Canda L210	$316.00
	EJW	Conferred with	0.20 250.00/hr	Canda L190	NO CHARGE
	SAM	Revised the settlement proposal; prepared correspondence to	1.50 395.00/hr	Canda L160	$592.50
1/10/2020	MT	Filed first supplemental petition.	0.20 129.50/hr	Canda L210	$25.90

			Hrs/Rate		Amount
1/10/2020	SAM	Prepared the first supplemental petition; filed and served same; prepared multiple correspondence to conferred with	1.50 395.00/hr	Canda L210	$592.50
	EJW	Conferred with	0.20 250.00/hr	Canda L120	NO CHARGE
	SAM	Prepared for, traveled to, attended, and returned from court re oral hearing on Vacek's motion for the appointment of a third party representative.	2.50 395.00/hr	Canda L230	$987.50
1/12/2020	SAM	Prepared correspondence to Janet Masson re forensic examination issues; pre correspondence to M. Wakshull re same; reviewed the file re experts and forensic issues.	0.80 395.00/hr	Canda L130	$316.00
	SAM	Reviewed the file re strategy issues.	0.80 395.00/hr	Canda L120	$316.00
1/13/2020	MT	Updated litigation index re first supplemental petition.	0.10 129.50/hr	Canda L140	NO CHARGE
	SAM	Conferred with conferred with prepared correspondence to prepared draft order re mediation of the case; prepared correspondence to and reviewed correspondence from conferred with Mark Davidson's office re same; prepared correspondence to all parties re the mediator's schedule.	3.50 395.00/hr	Canda L160	$1,382.50
	SAM	Prepared multiple correspondence to J. Masson re forensic issues of N. Brunsting; reviewed correspondence from J. Masson re same.	0.60 395.00/hr	Canda L130	$237.00
1/14/2020	SAM	Conferred with prepared correspondence to	0.50 395.00/hr	Trust L120	$197.50

			Hrs/Rate		Amount
1/15/2020	SAM	Reviewed multiple correspondence from the parties re mediation issues; prepared correspondence to the parties re same; reviewed correspondence from and prepared correspondence to C. Schwager travel expense issues.	0.60 395.00/hr	Canda L160	$237.00
1/16/2020	MT	Updated litigation index re C. Curtis' objection to first supplemental petition.	0.10 129.50/hr	Canda L140	NO CHARGE
	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L160	$79.00
1/18/2020	SAM	Reviewed correspondence from C. Schwager re mediation; prepared correspondence to and reviewed correspondence from B. Bayless re same; prepared correspondence to	0.80 395.00/hr	Canda L160	$316.00
1/23/2020	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Trust L120	$118.50
1/25/2020	SAM	Reviewed multiple correspondence from and prepared correspondence to reviewed the financial records to prepare the semi-annual 2019 accounting.	1.30 395.00/hr	Trust L120	$513.50
1/27/2020	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re mediation issues; conferred with prepared correspondence to C. Schwager re mediation and forensic examination issues.	1.30 395.00/hr	Canda L160	$513.50
1/28/2020	MT	Conferred with L. Diaz re document production.	0.20 129.50/hr	Litiga L320	NO CHARGE
	SAM	Reviewed multiple correspondence from prepared an outline of the semi-annual accounting report; conferred	0.40 395.00/hr	Canda L120	$158.00

			Hrs/Rate		Amount
		with L. Diaz re same; reviewed the file re same; reviewed correspondence from and prepared correspondence to			
1/29/2020	SAM	Reviewed and revised the 2019 semi-annual accounting; prepared correspondence to all parties re same; conferred with and prepared correspondence to	1.30 395.00/hr	Trust L120	$513.50
	L-Ast	Prepared multiple correspondence to C. Curtis, Carl Brunsting, Carole Brunsting, and Amy Brunsting re accounting update.	1.10 95.00/hr	Trust L150	$104.50
1/30/2020	SAM	Conferred with the CPA re tax returns to produce; prepared correspondence to the CPA re same; prepared the draft order of the results of the January 10, 2020 hearing; prepared correspondence to the parties re same; conferred with Judge Davidson's office re mediation; reviewed correspondence from Judge Davidson's office re same; reviewed correspondence from Rich Rikkers re local Iowa counsel; prepared correspondence to and reviewed correspondence from the firm of Crary Huff (Iowa) and J. Johnson re same; conferred with reviewed correspondence from and prepared correspondence to mediation issues.	2.20 395.00/hr	Canda L190	$869.00
2/1/2020	SAM	Finalized the draft order re the January 2020 hearing; prepared multiple correspondence to the parties re same.	0.50 395.00/hr	Trust L230	$197.50
2/2/2020	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Canda L160	$79.00

			Hrs/Rate		Amount
2/2/2020	SAM	Conferred with L. Diaz re trust accounting issues; prepared correspondence to the parties re same; conferred with R. Rikkers (Iowa CPA) re the 2018 tax returns.	0.50 395.00/hr	Trust L150	$197.50
2/3/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re the draft order for the January 10, 2020 hearing based on B. Bayless's suggestions; revised same; prepared correspondence to	0.40 395.00/hr	Canda L250	$158.00
	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re the appraisal; reviewed the appraisal.	0.40 395.00/hr	Trust L120	$158.00
2/5/2020	SAM	Conferred with prepared for and attended a conference call with N. Spielman and B. Bayless re settlement; prepared file memo re same; revised the draft order re same.	1.60 395.00/hr	Canda L160	$632.00
2/8/2020	SAM	Prepared draft order re the January 10, 2020 hearing; prepared correspondence to B. Bayless and N. Spielman re same.	1.00 395.00/hr	Canda L250	$395.00
2/12/2020	SAM	Reviewed and revised the proposed mediation order; reviewed correspondence from and prepared correspondence to N. Spielman and B. Bayless re same; reviewed correspondence from and prepared correspondence to	0.70 395.00/hr	Canda L160	$276.50
2/13/2020	SAM	Reviewed correspondence from reviewed correspondence from B. Bayless re same; prepared correspondence to and reviewed correspondence from	0.40 395.00/hr	Canda L120	$158.00
2/15/2020	SAM	Prepared the agreed mediation order; prepared correspondence to the parties re same.	0.50 395.00/hr	Canda L160	$197.50

			Hrs/Rate		Amount
2/17/2020	SAM	Prepared correspondence to and reviewed correspondence from C. Schwager and C. Reed re status of the agreed mediation order.	0.20 395.00/hr	Canda L160	$79.00
2/18/2020	SAM	Reviewed correspondence from and prepared correspondence to .	0.50 395.00/hr	Canda L240	$197.50
2/19/2020	SAM	Reviewed multiple correspondence from and prepared correspondence to B. Bayless, A. Brunsting, N. Spielman, and Carole Brunsting re the proposed January 2020 order.	0.50 395.00/hr	Canda L250	$197.50
2/20/2020	EJW	Prepared motion for order to mediate; revised proposed order re same.	1.00 250.00/hr	Canda L250	$250.00
	SAM	Prepared the joint motion for the mediation order; filed and served same; prepared correspondence to Judge Comstock re same; conferred several times with	1.80 395.00/hr	Canda L250	$711.00
2/21/2020	MT	Updated litigation index re motion for mediation order and proposed order.	0.10 129.50/hr	Canda L140	NO CHARGE
2/24/2020	MT	Updated litigation index re C. Curtis' requests for citation on all parties re bill of review.	0.20 129.50/hr	Canda L190	NO CHARGE
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to C. Schwager re the court ordered mediation.	1.00 395.00/hr	Canda L160	$395.00
2/25/2020	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to C. Schwager re the court ordered mediation; reviewed correspondence from	1.00 395.00/hr	Canda L160	$395.00
2/26/2020	SAM	Reviewed correspondence from the court re the modified mediation order; revised same; prepared correspondence to N. Spielman and B. Bayless re same.	1.30 395.00/hr	Canda L160	$513.50

			Hrs/Rate		Amount
2/26/2020	SAM	Reviewed correspondence from the court re the modified mediation order; revised same; prepared correspondence to	0.70 395.00/hr	Canda L160	$276.50
	SAM	Reviewed correspondence from the court re the modified mediation order; revised same; prepared correspondence to B. Bayless re same.	0.60 395.00/hr	Canda L160	$237.00
2/27/2020	SAM	Reviewed correspondence from N. Spielman and B. Bayless re the modified mediation order; revised same; conferred with Carole Brunsting re same; prepared correspondence to the court re same.	1.30 395.00/hr	Canda L160	$513.50
2/28/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless and N. Spielman re the court's mediation order; reviewed correspondence from and prepared correspondence to	0.40 395.00/hr	Canda L160	$158.00
3/13/2020	SAM	Conferred several times with Judge Davidson's office re mediation availability; reviewed correspondence from Judge Davidson's office re same; prepared correspondence to the parties re same.	1.00 395.00/hr	Canda L160	$395.00
3/14/2020	SAM	Reviewed correspondence from the parties re mediation of the case; reviewed correspondence from and prepared correspondence to	0.40 395.00/hr	Canda L160	$158.00
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to the parties re the bill of review; reviewed the court's file re same.	0.40 395.00/hr	Canda L210	$158.00
3/15/2020	SAM	Reviewed multiple correspondence re the bill of review and mediation issues.	0.30 395.00/hr	Canda L160	$118.50
3/21/2020	SAM	Reviewed the file re mediation issues.	0.30 395.00/hr	Canda L160	$118.50

			Hrs/Rate		Amount
3/21/2020	SAM	Reviewed correspondence from C. Schwager re accounting issues and the 2018 tax return; reviewed the file re same.	0.30 395.00/hr	Canda L120	$118.50
3/24/2020	MT	Reviewed and prepared docket matters re response to citation re bill of review.	0.20 129.50/hr	Canda L190	NO CHARGE
3/25/2020	SAM	Reviewed correspondence from C. Schwager re production issues; reviewed correspondence from	0.20 395.00/hr	Canda L320	$79.00
4/16/2020	SAM	Reviewed the bill of review; prepared correspondence to	0.60 395.00/hr	Canda L210	$237.00
4/17/2020	SAM	Reviewed correspondence from C. Schwager re the forensic examination; reviewed the credentials of C. Baggett.	0.40 395.00/hr	Canda L130	$158.00
4/22/2020	SAM	Reviewed correspondence from conferred with ; prepared correspondence to	0.80 395.00/hr	Canda L120	$316.00
	SAM	Reviewed correspondence from and prepared correspondence to J. Johnson re Iowa farm issues; reviewed correspondence from	0.80 395.00/hr	Canda L120	$316.00
	SAM	Reviewed correspondence from prepared the settlement analysis; prepared correspondence to	1.50 395.00/hr	Canda L160	$592.50
4/24/2020	SAM	Prepared for and attended conference call with Anita Brunsting, Amy Brunsting, and Neal Spielman.	2.50 395.00/hr	Canda L160	$987.50
	SAM	Reviewed the file re Iowa farm issues; prepared correspondence to J. Jefferson re same.	0.30 395.00/hr	Canda L190	$118.50

			Hrs/Rate		Amount
4/27/2020	SAM	Reviewed correspondence from and prepared correspondence to	0.40 395.00/hr	Canda L160	$158.00
4/29/2020	SAM	Reviewed correspondence from and prepared correspondence to S. Saylor re Iowa partition issues; reviewed correspondence from C. Curtis re trust disbursements.	0.60 395.00/hr	Canda L190	$237.00
	SAM	Reviewed correspondence from	0.20 395.00/hr	Canda L130	$79.00
5/3/2020	SAM	Prepared the global settlement offer.	3.50 395.00/hr	Canda L160	$1,382.50
5/4/2020	SAM	Conferred with conferred with reviewed and revised the settlement proposal; prepared correspondence to conferred with	2.30 395.00/hr	Canda L160	$908.50
	EJW	Conferred with	0.20 250.00/hr	Litiga L120	$50.00
5/5/2020	SAM	Prepared correspondence to Judge Davidson re mediation of the case; conferred with revised the settlement agreement re same; prepared additional correspondence to	1.30 395.00/hr	Canda L160	$513.50
	SAM	Reviewed the attorneys' fees and expense billing records; conferred with	0.40 395.00/hr	Litiga L190	$158.00
	SAM	Conferred with C. Schwager re foresenic examination and mediation; prepared correspondence to prepared correspondence to and reviewed correspondence from	2.20 395.00/hr	Canda L130	$869.00

			Hrs/Rate		Amount
		prepared correspondence to C. Baggett re forensic issues that may lead to settlement of the case.			
5/6/2020	SAM	Prepared the 2017 - 2019 federal tax returns for production.	0.20 395.00/hr	Trust L320	$79.00
	EJW	Conferred with	0.20 250.00/hr	Litiga L120	$50.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	1.10 150.00/hr	Litiga L190	$165.00
	SAM	Conferred several times with	0.80 395.00/hr	Litiga L190	$316.00
	SAM	Reviewed the historical invoices for production purpose; conferred with prepared correspondence to	0.40 395.00/hr	Litiga L190	$158.00
5/7/2020	SAM	Reviewed correspondence from the CPA re the 2017 - 2019 federal tax returns; prepared the 2017 - 2019 tax returns for production; prepared correspondence to the parties re same.	2.00 395.00/hr	Trust L320	$790.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	2.40 150.00/hr	Litiga L190	$360.00
	SAM	Reviewed correspondence from reviewed prior correspondence from C. Schwager re same.	0.20 395.00/hr	Canda L320	$79.00

			Hrs/Rate		Amount
5/8/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	1.80 150.00/hr	Canda L190	$270.00
	SAM	Reviewed multiple correspondence by and between N. Spielman and C. Schwager re forensic examination and mediation issues.	0.50 395.00/hr	Canda L130	$197.50
	SAM	Reviewed correspondence from C. Schwager re the 2017 - 2019 tax returns; reviewed the file re same; resent the same prior correspondence to C. Schwager; conferred with	1.20 395.00/hr	Canda L150	$474.00
5/10/2020	SAM	Reviewed correspondence from and prepared correspondence to C. Schwager re C. Kunz-Freed deposition.	0.30 395.00/hr	Canda L330	$118.50
5/11/2020	SAM	Reviewed the file re pending administration issues; prepared correspondence to	0.30 395.00/hr	Trust L190	$118.50
	SAM	Conferred several times with	0.50 395.00/hr	Litiga L190	$197.50
	EJW	Conferred with	0.30 250.00/hr	Litiga L190	$75.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.10 150.00/hr	Litiga L190	$1,215.00
	SAM	Conferred several times with reviewed the file re same.	0.40 395.00/hr	Litiga L390	$158.00
5/12/2020	SAM	Prepared for and attended the conference call with	0.80 395.00/hr	Canda L120	$316.00

			Hrs/Rate		Amount
5/12/2020	MT	Conferred with Judge Davidson's office re mediation memo and mediation fees; prepared correspondence to Judge Davidson re same.	0.30 129.50/hr	Canda L190	$38.85
	SAM	Prepared correspondence to B. Bayless re settlement issues; prepared for and attended the settlement conference call with B. Bayless.	0.70 395.00/hr	Carl L160	$276.50
	SAM	Conferred several times with	0.80 395.00/hr	Litiga L190	$316.00
	SAM	Prepared for and attended the settlement conference call with prepared file memo re same; prepared for and attended the settlement conference call with prepared correspondence to Judge Davidson re parties to the mediation and confirmation of the date re same; prepared correspondence to and reviewed correspondence from Carole Brunsting re mediation of the case.	1.60 395.00/hr	Canda L160	$632.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.20 150.00/hr	Litiga L190	$1,230.00
5/13/2020	EJW	Reviewed file re outstanding issues for attorneys' fees; conferred with conferred with	0.40 250.00/hr	Litiga L120	$100.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	7.90 150.00/hr	Litiga L190	$1,185.00
	SAM	Reviewed the planning instruments for issues re the mediation memorandum; reviewed correspondence from and prepared correspondence to	0.50 395.00/hr	Canda L160	$197.50

			Hrs/Rate		Amount
5/13/2020	SAM	Reviewed C. Curtis' pleadings; reviewed issues related to same for the mediation of the case.	0.80 395.00/hr	Canda L210	$316.00
	SAM	Reviewed correspondence from C. Schwager re forensic examination issues; reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L130	$118.50
5/14/2020	EJW	Conferred with reviewed and redacted same; conferred with	1.50 250.00/hr	Litiga L120	$375.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.40 150.00/hr	Litiga L190	$1,260.00
5/15/2020	EJW	Conferred with	0.90 250.00/hr	Litiga L120	$225.00
	MT	Reviewed correspondence from Judge Davidson; prepared mediation letter information form.	0.30 129.50/hr	Canda L190	$38.85
	SAM	Reviewed the correspondence from Judge Davidson; reviewed and edited mediation letter information form.	0.50 395.00/hr	Canda L190	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	3.60 150.00/hr	Litiga L190	$540.00
5/16/2020	SAM	Conferred several times with	0.50 395.00/hr	Litiga L190	$197.50
5/18/2020	SAM	Prepared the attorneys' fees billing and expense records; conferred with	0.60 395.00/hr	Litiga L190	$237.00

			Hrs/Rate		Amount
5/18/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.00 150.00/hr	Litiga L190	$1,200.00
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L130	$118.50
5/19/2020	MT	Prepared attorney fee affidavit.	0.40 129.50/hr	Litiga L210	$51.80
	SAM	Reviewed and organized the attorneys' fee billing and expense records; prepared application for same; conferred with reviewed authorities re	0.60 395.00/hr	Litiga L190	$237.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.30 150.00/hr	Litiga L190	$1,245.00
5/20/2020	SAM	Conferred several times with	0.50 395.00/hr	Litiga L120	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	3.90 150.00/hr	Litiga L190	$585.00
5/21/2020	SAM	Conferred several times with reviewed and organized the billing and expense records.	0.50 395.00/hr	Litiga L190	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	8.10 150.00/hr	Litiga L190	$1,215.00

			Hrs/Rate		Amount
5/22/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	3.60 150.00/hr	Litiga L190	$540.00
	SAM	Reviewed the file re correspondence to and correspondence from Judge Davidson's office re mediation of the case; reviewed and revised the case party summary requested by Judge Davidson; prepared correspondence to Judge Davidson re same.	0.60 395.00/hr	Litiga L160	$237.00
	SAM	Reviewed the attorneys' fees billing and expense records; conferred with	0.70 395.00/hr	Litiga L190	$276.50
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to reviewed correspondence from and prepared correspondence to	0.50 395.00/hr	Canda L130	$197.50
5/25/2020	SAM	Reviewed correspondence from and prepared correspondence to Judge Davidson the mediation of the case and party information re same; reviewed correspondence from and prepared correspondence to B. Bayless re settlement issues.	0.60 395.00/hr	Canda L160	$237.00
5/26/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; conferred several times with	7.60 150.00/hr	Litiga L190	$1,140.00
	SAM	Reviewed correspondence from reviewed authorities re prepared correspondence to	0.50 395.00/hr	Canda L130	$197.50

			Hrs/Rate		Amount
5/27/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared affidavit re same; conferred several times with	4.60 150.00/hr	Litiga L190	$690.00
	SAM	Reviewed correspondence from	0.30 395.00/hr	Canda L160	$118.50
	SAM	Reviewed and revised the joint settlement demand re Vacek & Freed; prepared correspondence to	0.50 395.00/hr	Canda L160	$197.50
5/28/2020	SAM	Reviewed the file re mediation issues; prepared correspondence to and reviewed correspondence from prepared correspondence to and reviewed correspondence from prepared the master settlement agreement; conferred with	1.50 395.00/hr	Litiga L160	$592.50
	SAM	Reviewed the attorneys' fees billing and expense records; conferred with	0.50 395.00/hr	Litiga L190	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared Settlement Agreement and Mutual Release; conferred several times with	8.90 150.00/hr	Litiga L190	$1,335.00
	SAM	Reviewed multiple correspondence from	0.30 395.00/hr	Canda L190	$118.50
5/29/2020	SAM	Reviewed the attorneys' fees billing and expense records; conferred with reviewed and revised the master settlement agreement; reviewed correspondence from	1.00 395.00/hr	Litiga L160	$395.00

			Hrs/Rate		Amount
5/29/2020	SAM	Reviewed file re proposed forensic examiners.	0.30 395.00/hr	Canda L130	$118.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared Settlement Agreement and Mutual Release; conferred several times with	9.00 150.00/hr	Litiga L440	$1,350.00
		For professional services rendered	1075.80		$274,119.35
		Additional Charges :			
6/21/2016		Trial transcripts.			$70.00
12/19/2017		Courier. FedEx.			$17.31
8/28/2018		Filing fees re defendants' joint motion for continuance regarding Carl Brunsting's motion for partial summary judgment.			$2.06
		Filing fees re order granting defendants' motion for continuance regarding Carl Brunsting's motion for partial summary judgment.			$2.06
		Filing fees re notice of hearing on defendants' joint motion for continuance regarding Carl Brunsting's motion for partial summary judgment			$2.06
8/29/2018		Filing fees re defendants' joint response to plaintiff's motion for partial summary judgment.			$2.06
8/30/2018		Filing fees re order denying plaintiff's motion for partial summary judgment.			$2.06
9/4/2018		Copy			$16.80
		Fax			$8.40
10/31/2018		Filing fees re defendant A. Brunsting's notice of the oral and/or video deposition of C. Kunz-Freed			$2.06

		Amount
12/19/2018	Service of subpoena on C. Kunz-Freed re deposition.	$95.00
1/16/2019	Filing fees re A. Brunsting's response to C. Kunz-Freed's motions to quash and for protection.	$2.06
1/24/2019	Parking and local travel.	$10.00
1/28/2019	Filing fees re A. Brunsting's motion to obtain appraisal.	$2.06
	Filing fees re proposed order granting appraisal.	$2.06
1/29/2019	Filing fees re Anita Brunsting's motion to join Amy Brunsting's motion for clarification and/or motion to dismiss.	$2.06
2/8/2019	Filing fees re notice of hearing for motion to obtain appraisal.	$2.06
3/6/2019	Copy	$6.40
3/19/2019	Copies within the Firm.	$187.20
	Copy	$2.00
	Copy	$32.40
	Copy	$9.00
	Fax	$9.20
	Fax	$7.20
	Fax	$17.40
	Fax	$12.20
3/20/2019	Parking re deposition of C. Kunz-Freed.	$6.00
5/17/2019	Filing fees re notice of intention to continue deposition of C. Kunz-Freed.	$2.06
6/7/2019	Deposition transcript of Candace Kunz-Freed.	$2,263.42

		Amount
6/25/2019	Fax	$13.20
6/26/2019	Fax	$17.60
6/27/2019	Parking and local travel.	$15.00
7/1/2019	Parking and local travel.	$10.00
8/2/2019	Deposition transcript of C. Kunz-Freed.	$1,551.33
5/19/2020	Copies from court re affidavit.	$1.00
	Total additional charges	$4,406.90

The Mendel Law Firm, L.P.

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Anita K. Brunsting
801 Bassington Court
Pflugerville, TX 78660

In Reference To:

C.A. No. 412249 & 412249-401; *Candace Curtis v. Anita Brunsting, Et Al*; In Probate Court No. 4, Harris County, Texas.

C.A. No. 412249 & 412249-402; *Candace Curtis v. Anita Brunsting, Et Al - Plea in Abatement;* In Probate Court No. 4, Harris County, Texas.

C.A. No. 412249 & 412249-403; *Carl Henry Brunsting, Executor of the Estates of Elmer H. Brunsting & Nelva E. Brunsting; v. Candace L. Kunz-Greed & Vacek & Freed, PLLC;* In Probate Court No. 4, Harris County, Texas (transfer of C.A. 2013-05455 from the 164th District Court, Harris County, Texas).

C.A. No. 412249 & 412249-404; *Candace Curtis v. Anita Brunsting, Et Al - Bill of Review;* In Probate Court No. 4, Harris County, Texas.

Professional Services

			Hrs/Rate		Amount
6/1/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	7.70 60.00/hr	Litiga L160	$462.00
	SAM	Prepared correspondence to M. Wakshull re forensic issues; conferred several times with M. Wakshull re same; prepared correspondence to [redacted] re [redacted] prepared correspondence to [redacted] re [redacted] reviewed authorities re [redacted]	2.80 395.00/hr	Canda L130	$1,106.00

			Hrs/Rate		Amount
6/1/2020	SAM	Reviewed and organized the attorneys' fees billing and expense records.	0.50 395.00/hr	Litiga L190	$197.50
6/2/2020	SAM	Reviewed multiple correspondence from [redacted] re [redacted] prepared correspondence to B. Bayless re same; conferred with B. Bayless re same.	0.60 395.00/hr	Canda L130	$237.00
	SAM	Reviewed correspondence from B. Bayless re insurance issues; reviewed the Vacek Defendants response to requests for disclosure.	0.30 395.00/hr	Canda L110	$118.50
	SAM	Reviewed correspondence from B. Bayless re settlement issues; prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Carl L160	$79.00
6/4/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	4.20 60.00/hr	Litiga L440	$252.00
6/5/2020	SAM	Reviewed and organized the attorneys' fees billing and expense records; conferred with G. Saunders re same.	0.50 395.00/hr	Litiga L120	$197.50
	SAM	Reviewed correspondence from and prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Canda L120	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	3.50 60.00/hr	Litiga L190	$210.00
6/7/2020	SAM	Prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Litiga L160	$79.00

			Hrs/Rate		Amount
6/8/2020	SAM	Conferred with [redacted] re [redacted]	0.20 395.00/hr	Canda L120	$79.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	7.90 60.00/hr	Litiga L160	$474.00
6/9/2020	SAM	Reviewed the file re the motions for summary judgment to be filed against C. Curtis.	0.40 395.00/hr	Canda L240	$158.00
6/10/2020	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to Carole Brunsting re the QBD issues; conferred with [redacted] re [redacted] conferred with [redacted] re [redacted]	1.00 395.00/hr	Canda L130	$395.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	4.20 60.00/hr	Litiga L160	$252.00
6/11/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	3.00 60.00/hr	Litiga L190	$180.00
	SAM	Met with Carole Brunsting re the authenticty of the planning instruments; prepared correspondence to Anita Brunsting, Amy Brunsting, and Neal Spielman re same; prepared correspondence to the C. Schwager re original QBD Trust and forensic testing.	2.50 395.00/hr	Canda L390	$987.50

			Hrs/Rate		Amount
6/11/2020	SAM	Reviewed multiple correspondence from and prepared correspondence to [redacted] re [redacted] reviewed correspondence from [redacted] re [redacted]	0.50 395.00/hr	Trust L190	$197.50
	SAM	Reviewed multiple correspondence from B. Bayless and N. Spielman re settlement issues.	0.30 395.00/hr	Litiga L160	$118.50
6/12/2020	MT	Updated discovery index re C. Kunz-Freed's second supplemental response to request for disclosure.	0.20 129.50/hr	Litiga L310	$25.90
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	5.20 60.00/hr	Litiga L190	$312.00
	SAM	Conferred with [redacted] re [redacted] reviewed and organized the accounting files re same.	2.40 395.00/hr	Trust L150	$948.00
	KSM	Conferred with [redacted] re [redacted] reviewed and organized the files re same; prepared the trust accounting.	3.00 129.50/hr	Trust L150	$388.50
	SAM	Reviewed and revised [redacted]	1.10 395.00/hr	Litiga L160	$434.50
6/13/2020	SAM	Reviewed and revised the January 2020 to April 2020 trust accounting; prepared correspondence to the parties re same; prepared correspondence to the parties re the 2019 tax return and 2019 appraisal; reviewed the farm agreement.	2.50 395.00/hr	Trust L150	$987.50
	KSM	Prepared the trust accounting reports.	1.00 129.50/hr	Trust L150	$129.50

			Hrs/Rate		Amount
6/15/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	4.20 60.00/hr	Litiga L190	$252.00
	SAM	Reviewed and revised [redacted] reviewed correspondence from C. Curtis re settlement; prepared correspondence to and reviewed correspondence from [redacted] re [redacted]	5.20 395.00/hr	Litiga L160	$2,054.00
[redacted]16/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	4.90 60.00/hr	Litiga L190	$294.00
	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re settlement; conferred with [redacted] re [redacted] reviewed and revised the mediation memorandum.	1.50 395.00/hr	Litiga L160	$592.50
	SAM	Reviewed the file re [redacted] prepared correspondence to the parties re same.	0.50 395.00/hr	Litiga L150	$197.50
6/17/2020	SAM	Reviewed and revised the mediation memorandum; prepared for and attended [redacted] conferred with [redacted] re [redacted] prepared correspondence to B. Bayless re settlement; conferred with [redacted] re [redacted] reviewed and revised the mediation memorandum.	1.00 395.00/hr	Litiga L160	$395.00
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	7.70 60.00/hr	Litiga L440	$462.00

			Hrs/Rate		Amount
6/17/2020	SAM	Reviewed the court's file re the petition to enforce a foreign (federal) judgment; reviewed the federal court file; reviewed authorities re [redacted]	1.00 395.00/hr	Canda L210	$395.00
	SAM	Reviewed correspondence from C. Curtis re settlement; prepared correspondence to C. Schwager re same; prepared correspondence to [redacted] re [redacted]	1.00 395.00/hr	Canda L160	$395.00
6/18/2020	ACD	Reviewed mediation memo for Judge Davidson.	0.20 129.50/hr	Litiga L160	$25.90
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	6.50 60.00/hr	Litiga L440	$390.00
	SAM	Reviewed and revised the mediation memorandum; prepared correspondence to [redacted] re [redacted] prepared correspondence to [redacted] re [redacted]	1.50 395.00/hr	Litiga L160	$592.50
6/19/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	5.20 60.00/hr	Litiga L320	$312.00
	SAM	Reviewed correspondence from and prepared correspondence to C. Reed re production of the insurance policy.	0.20 395.00/hr	Litiga L310	$79.00
6/22/2020	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	6.60 60.00/hr	Litiga L190	$396.00
	SAM	Conferred with [redacted] re [redacted]	0.30 395.00/hr	Litiga L160	$118.50

			Hrs/Rate		Amount
6/22/2020	SAM	Conferred with [redacted] re [redacted]	0.30 395.00/hr	Litiga L440	$118.50
	SAM	Reviewed the accounting records for additional trust accountings to the parties.	0.50 395.00/hr	Trust L150	$197.50
6/23/2020	SAM	Reviewed and revised the billing and accounting records for the mediation.	0.80 395.00/hr	Trust L150	$316.00
	SAM	Prepared for the mediation of the case; prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Litiga L160	$197.50
	ROC	Reviewed and organized attorneys' fees and expense billing records; prepared application for payment of same; prepared [redacted] conferred several times with [redacted] re [redacted]	5.90 60.00/hr	Litiga L190	$354.00
	SAM	Reviewed correspondence from and prepared correspondence to C. Reed re disclosure of the Vacek insurance policy.	0.20 395.00/hr	Trust L320	$79.00
6/24/2020	SAM	Reviewed the file re [redacted] prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Litiga L440	$79.00
	SAM	Prepared for the mediation of the case; conferred with Judge Davidson re same; conferred several times with [redacted] re [redacted] met with [redacted] re [redacted] reviewed correspondence from and prepared correspondence to C. Schwager re settlement; prepared correspondence to B. Bayless re same; prepared correspondence to [redacted] re [redacted]	6.50 395.00/hr	Litiga L160	$2,567.50
	ROC	Prepared Mediation exhibit re [redacted] Conferred with [redacted] several times re [redacted]	6.30 60.00/hr	Trust L440	$378.00
	SAM	Reviewed and updated the file re [redacted]	0.50 395.00/hr	Trust L150	$197.50

			Hrs/Rate		Amount
6/25/2020	SAM	Prepared for and attended the mediation of the case; conferred several times with [redacted] re [redacted] from and prepared correspondence to Carole Brunsting re the mediation; conferred with Carole Brunsting re same; prepared correspondence to [redacted] re [redacted]	11.00 395.00/hr	Litiga L160	$4,345.00
6/29/2020	SAM	Prepared for and conferred with [redacted] re [redacted] prepared correspondence to Judge Davidson re notice to the court re mediation held and not successful.	1.20 395.00/hr	Litiga L160	$474.00
6/30/2020	SAM	Reviewed correspondence from [redacted] re [redacted] reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] prepared file memo re [redacted]	0.90 395.00/hr	Litiga L160	$355.50
	SAM	Updated the accounting records.	0.40 395.00/hr	Trust L150	$158.00
7/1/2020	SAM	Reviewed correspondence from the mediator re the mediator's proposal was not accepted; prepared correspondence to the court re same; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] reviewed correspondence from [redacted] re [redacted]	0.50 395.00/hr	Litiga L160	$197.50
7/2/2020	MT	Updated litigation index re C. Kunz-Freed's second amended notice of hearing re appointment of personal representative; reviewed and prepared docket matters re same.	0.30 129.50/hr	Litiga L190	$38.85
	SAM	Reviewed and organized the trust accountin records.	1.00 395.00/hr	Trust L150	$395.00

			Hrs/Rate		Amount
7/3/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless settlements issues and the tolling agreement.	0.30 395.00/hr	Litiga L160	$118.50
7/6/2020	MT	Updated litigation index re original answer and motion to transfer and for sanctions.	0.20 129.50/hr	Litiga L250	NO CHARGE
7/7/2020	SAM	Prepared for and attended the conference call with [redacted] re [redacted]	0.80 395.00/hr	Litiga L120	$316.00
	SAM	Reviewed the accounting records; processed the return of trust funds to the Bank of America accounts re the mediator's fee, if the parties had agreed to the use of trust funds.	0.60 395.00/hr	Trust L150	$237.00
7/8/2020	MT	Updated litigation index re amended notice of hearing re appointment for personal representative.	0.10 129.50/hr	Litiga L190	NO CHARGE
	SAM	Prepared correspondence to C. Schwager re the depositon of C. Curtis; prepared correspondence to [redacted] re [redacted]	0.40 395.00/hr	Canda L330	$158.00
	SAM	Prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L330	$79.00
7/9/2020	SAM	Reviewed correspondence from and prepared correspondence to Judge Comstock re hearing dates for pending issues; prepared correspondence to C. Reed re same; conferred with [redacted] re [redacted]	0.60 395.00/hr	Litiga L230	$237.00
7/10/2020	SAM	Reviewed multiple correspondence by and among the parties re a hearing on various motions; conferred with [redacted] re [redacted]	0.40 395.00/hr	Litiga L230	$158.00
	SAM	Reviewed the tolling agreement from B. Bayless; prepared correspondence to B. Bayless re same; prepared correspondence to and reviewed correspondence from [redacted] re [redacted]	0.50 395.00/hr	Carl L190	$197.50

			Hrs/Rate		Amount
7/13/2020	MT	Reviewed correspondence from court and opposing counsel re hearing for appointment of personal representative; reviewed and prepared docket matters re same.	0.20 129.50/hr	Litiga L250	$25.90
	SAM	Reviewed correspondence from the court re hearing to appoint an executor; conferred with [redacted] re [redacted] prepared correspondence to the court re same.	0.40 395.00/hr	Litiga L250	$158.00
7/14/2020	MT	Updated litigation index re amended notice of hearing re appointment of personal representative.	0.10 129.50/hr	Litiga L190	NO CHARGE
	ACD	Reviewed tolling agreement; prepared correspondence to B. Bayless re same	0.20 129.50/hr	Litiga L320	NO CHARGE
7/20/2020	MT	Filed notice of deposition of C. Curtis; reviewed and prepared docket matters re same; conferred with Carol Davis Reporting re same.	0.50 129.50/hr	Canda L330	$64.75
	SAM	Reviewed correspondence from and prepared correspondence to C. Schwager re C. Curtis' deposition; reviewed and revised the notice of deposition.	0.60 395.00/hr	Canda L330	$237.00
	SAM	Conferred with [redacted] re [redacted]	0.70 395.00/hr	Canda L120	$276.50
	SAM	Reviewed C. Curtis' federal court Rule 60 motion; reviewed the court's electronic docket sheet re same.	0.50 395.00/hr	Canda L210	$197.50
7/22/2020	SAM	Reviewed correspondence from [redacted] re [redacted]	0.20 395.00/hr	Canda L210	$79.00
7/23/2020	SAM	Reviewed correspondence from [redacted] re [redacted] revised same; prepared correspondence to [redacted] re [redacted]	0.80 395.00/hr	Canda L310	$316.00

			Hrs/Rate		Amount
7/23/2020	MT	Updated litigation index re C. Curtis' objection to deposition and motion for protective order; prepared correspondence to Carol Davis re same.	0.40 129.50/hr	Canda L210	$51.80
7/27/2020	SAM	Reviewed C. Curtis' motion to quash her deposition.	0.20 395.00/hr	Canda L350	$79.00
7/29/2020	SAM	Prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Carl L240	$79.00
7/30/2020	EJW	Revised response to Carl's motion for summary judgment.	2.00 250.00/hr	Carl L240	$500.00
	SAM	Prepared response to Carl Brunsting's partial motion for summary judgment; prepared the exhibits re same; prepared multiple correspondence to and reviewed multiple correspondence from [redacted] re [redacted] filed and served the response on all parties.	7.70 395.00/hr	Carl L240	$3,041.50
	EJW	Conferred with [redacted] several times re [redacted]	0.50 250.00/hr	Carl L240	NO CHARGE
7/31/2020	MT	Updated litigation index re response to C. Brunsting's motion for summary judgment with exhibits.	0.20 129.50/hr	Carl L240	NO CHARGE
8/2/2020	SAM	Prepared the motion to compel C. Curtis' deposition; filed and served same.	0.80 395.00/hr	Canda L350	$316.00
	SAM	Reviewed the status of C. Curtis' various litigation matters.	0.60 395.00/hr	Canda L210	$237.00
8/3/2020	MT	Updated litigation index re motion to compel the deposition of C. Curtis and Carl Brunsting's response to motion to appoint personal representative.	0.20 129.50/hr	Carl L250	$25.90

			Hrs/Rate		Amount
8/3/2020	SAM	Reviewed the file re C. Curtis' litigation; prepared correspondence to the court re hearing on the motion to compel C. Curtis' depositon.	0.20 395.00/hr	Canda L230	$79.00
	SAM	Prepared correspondence to and reviewed correspondence from B. Bayless re the pending hearing.	0.20 395.00/hr	Carl L230	$79.00
8/4/2020	MT	Prepared and filed notice of hearing re motion to compel the deposition of C. Curtis; updated litigation index re same and Amy's motion to transfer and/or vacate.	0.60 129.50/hr	Canda L190	$77.70
8/5/2020	MT	Updated litigation index re Carl Brunsting's reply to response to motion for summary judgment.	0.10 129.50/hr	Carl L190	NO CHARGE
8/6/2020	MT	Updated litigation index re C. Curtis' response to motion to transfer with multiple exhibits and Amy Brunsting's status report and request for additional relief; reviewed same.	0.40 129.50/hr	Canda L210	$51.80
	SAM	Conferred with San Francisco court reporters re deposition for C. Curtis; prepared for and attended the Zoom hearing re motion to compel C. Curtis' deposition and denial of the motion for protection; reviewed multiple correspondence from C. Schwager re filings made to and pending in the federal district court.	1.30 395.00/hr	Canda L230	$513.50
	SAM	Prepared for and attended the Zoom hearing re Carl Brunsting's motion for partial summary judgment.	3.00 395.00/hr	Carl L230	$1,185.00
	SAM	Attended the Zoom hearing re motion to appoint a third party representative; conferred with [redacted] conferred with [redacted]	1.30 395.00/hr	Litiga L250	$513.50
8/7/2020	SAM	Conferred with [redacted] re [redacted]	0.20 395.00/hr	Carl L240	$79.00

			Hrs/Rate		Amount
8/8/2020	SAM	Prepared the proposed order compelling C. Curtis deposition; prepared correspondence to [redacted] re [redacted]	0.80 395.00/hr	Canda L350	$316.00
	SAM	Prepared the proposed order on the issues to be briefed on Carl Brunsting's motion for partial summary judgment; prepared correspondence to [redacted] re [redacted]	0.70 395.00/hr	Carl L240	$276.50
	SAM	Prepared the proposed order regarding the appointment of a personal representative for the Estate of Nelva E. Brunsting; prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Litiga L250	$197.50
8/9/2020	SAM	Reviewed correspondence from and prepared correspondence to. [redacted] re [redacted]	0.30 395.00/hr	Carl L240	$118.50
8/10/2020	MT	Updated litigation index re co-trustee's original answer; reviewed same.	0.30 129.50/hr	Litiga L210	$38.85
	SAM	Prepared the proposed order for the deposition of Candace Curtis; conferred with [redacted] re [redacted] prepared correspondence to the parties re same.	0.30 395.00/hr	Canda L330	$118.50
	SAM	Prepared the proposed order for the briefing schedule on the issue of whether the QBD's are void; conferred with [redacted] re [redacted] prepared correspondence to the parties re same.	0.30 395.00/hr	Carl L240	$118.50
	SAM	Prepared the proposed order for the appointment of a personal representative for the Estate of Nelva E. Brunsting; conferred with [redacted] re [redacted] prepared correspondence to the parties re same.	0.20 395.00/hr	Litiga L250	$79.00
	SAM	Conferred with [redacted] re [redacted]	0.20 395.00/hr	Canda L250	$79.00

			Hrs/Rate		Amount
8/10/2020	SAM	Reviewed the draft answer to C. Curtis' bill of review; prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L210	$79.00
8/11/2020	MT	Filed proposed order re deposition of C. Curtis, proposed order re Carl's partial motion for summary judgment, and proposed order re personal representative.	0.20 129.50/hr	Litiga L210	$25.90
	SAM	Prepared the proposed order re the appointment of a personal representative to the Estate; prepared correspondence to the parties re same.	0.40 395.00/hr	Litiga L250	$158.00
	SAM	Prepared the proposed order regarding the briefing schedule for Carl Brunsting's motion for partial summary judgment.	0.60 395.00/hr	Carl L240	$237.00
	SAM	Prepared the proposed order re the deposition of C. Curtis; prepared correspondence to the parties re same.	0.60 395.00/hr	Canda L330	$237.00
8/12/2020	MT	Updated litigation index re proposed orders re Carl Brunsting's motion for summary judgment.	0.20 129.50/hr	Carl L240	NO CHARGE
	SAM	Revised the proposed order re the briefing schedule; prepared correspondence to the parties re same.	0.20 395.00/hr	Carl L240	$79.00
	SAM	Revised the proposed order re C. Curtis' deposition; prepared correspondence to the parties re same.	0.20 395.00/hr	Carl L330	$79.00
	SAM	Revised the proposed order re C. Kunz-Freed motion to appoint a personal representative; reviewed correspondence from C. Reed re same; prepared correspondence to the parties re same.	0.20 395.00/hr	Litiga L250	$79.00
8/13/2020	ACD	Prepared response to ex parte motion.	1.00 129.50/hr	Litiga L320	$129.50

			Hrs/Rate		Amount
8/13/2020	SAM	Reviewed and revised the co-trustees response to C. Curtis' federal Rule 60 motion for relief; reviewed and revised the proposed order re same; efiled and eserved same.	2.80 395.00/hr	Canda L240	$1,106.00
8/14/2020	MT	Updated litigation index re co-trustee's response to ex parte motion for relief.	0.20 129.50/hr	Canda L210	NO CHARGE
	SAM	Reviewed correspondence from [redacted] re [redacted] reviewed the file re [redacted] prepared correspondence to [redacted] re [redacted]	0.40 395.00/hr	Trust L190	$158.00
	SAM	Revised the proposed federal order to dismiss the rule 60 request for relief; prepared correspondence to [redacted] re [redacted]	0.80 395.00/hr	Canda L240	$316.00
8/18/2020	SAM	Reviewed correspondence from [redacted] re [redacted] prepared multiple correspondence to [redacted] re [redacted]	0.50 395.00/hr	Canda L120	$197.50
	SAM	Prepared multiple correspondence to and reviewed multiple correspondence from the court reporter re additional transcripts to obtain.	0.30 395.00/hr	Litiga L250	$118.50
8/19/2020	SAM	Reviewed correspondence from and prepared correspondence to C. Schwager re deposition issues.	0.20 395.00/hr	Canda L330	$79.00
	SAM	Reviewed authorities re [redacted] prepared correspondence to and reviewed correspondence from [redacted] re [redacted]	0.80 395.00/hr	Canda L240	$316.00
8/20/2020	MT	Updated litigation index re notice of submission for motion to transfer and/or motion to vacate; reviewed and prepared docket matters re same.	0.30 129.50/hr	Canda L210	$38.85

			Hrs/Rate		Amount
8/21/2020	SAM	Reviewed correspondence from the court reporter re additional court transcripts; prepared correspondence to [redacted] re [redacted]	0.30 395.00/hr	Litiga L230	$118.50
8/22/2020	SAM	Reviewed the file and updated the accounting records.	0.30 395.00/hr	Trust L150	$118.50
8/24/2020	MT	Updated litigation index re order regarding Carl Brunsting's motion for summary judgment; reviewed same; reviewed and prepared docket matters re deadline to file response and/or brief for same.	0.30 129.50/hr	Carl L210	$38.85
8/28/2020	MT	Reviewed court's docket re Southern District case; prepared correspondence to S. Mendel and N. Spielman re same; updated litigation index re co-trustee's reply to C. Curtis' response to motion to transfer and/or vacate.	0.50 129.50/hr	Canda L210	$64.75
	SAM	Reviewed correspondence from C. Schwager re the federal case and reopening of same; met with [redacted] re [redacted]	1.00 395.00/hr	Canda L250	$395.00
	SAM	Met with [redacted] re [redacted]	0.50 395.00/hr	Carl L120	$197.50
	SAM	Reviewed the file re deposition issues; prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L330	$79.00
8/29/2020	SAM	Conferred with [redacted] re [redacted] reviewed correspondence from and prepared correspondence to the court reporter re other hearing transcripts; reviewed correspondence from and prepared correspondence to [redacted]	1.00 395.00/hr	Canda L190	$395.00
	SAM	Reviewed the file [redacted] prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Canda L330	$197.50

			Hrs/Rate		Amount
8/29/2020	SAM	Conferred with Mike Wakshull re forensic issues; prepared file memo re [redacted]	1.00 395.00/hr	Canda L130	$395.00
8/30/2020	SAM	Reviewed correspondence from [redacted] re [redacted] reviewed correspondence from and prepared correspondence to B. Bayless re same.	0.60 395.00/hr	Canda L190	$237.00
8/31/2020	MT	Updated litigation index re proposed order granting motion to vacate; conferred with [redacted] re [redacted] prepared notice of deposition for same; prepared correspondence to Naegeli Trial and Deposition re court reporter; reviewed and organized litigation files.	1.50 129.50/hr	Canda L190	$194.25
	ACD	Reviewed, downloaded, and organized the probate court instruments.	2.00 129.50/hr	Litiga L190	$259.00
	SAM	Finalized the notice of deposition for C. Curtis; reviewed correspondence from the California court reporting firm re same; reviewed multiple correspondence from the parties re C. Curtis' refusal to appear for a deposition.	0.50 395.00/hr	Canda L330	$197.50
	SAM	Conferred with [redacted] re [redacted] reviewed the court's records re same; reviewed correspondence from and prepared correspondence to H. Lopez (court reporter) re additional hearing transcripts.	0.50 395.00/hr	Litiga L190	$197.50
	SAM	Reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] reviewed correspondence from [redacted] re [redacted]	0.50 395.00/hr	Litiga L190	$197.50
9/1/2020	MT	Updated litigation index re notice of intent to take the deposition of C. Curtis; reviewed and prepared docket matters re same.	0.30 129.50/hr	Canda L210	$38.85

			Hrs/Rate		Amount
9/3/2020	MT	Updated litigation index re notice of setting for exparte motion for relief; reviewed and prepared docket matters re same.	0.30 129.50/hr	Canda L190	$38.85
	SAM	Prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L330	$79.00
	SAM	Reviewed correspondence from the federal court re the Rule 60 hearing; prepared correspondence to N. Spielman re same; prepared correspondence to the parties re same.	0.50 395.00/hr	Canda L230	$197.50
9/4/2020	SAM	Conferred with [redacted] re [redacted] prepared file memo re [redacted]	0.50 395.00/hr	Carl L240	$197.50
9/5/2020	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment.	7.00 395.00/hr	Carl L240	$2,765.00
9/6/2020	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment.	8.00 395.00/hr	Carl L240	$3,160.00
9/7/2020	EJW	Reviewed and revised response to motion for summary judgment.	0.70 250.00/hr	Carl L240	$175.00
	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment; prepared multiple correspondence to and reviewed multiple correspondence from [redacted] re [redacted] prepared correspondence to [redacted] re [redacted]	8.00 395.00/hr	Carl L240	$3,160.00
9/8/2020	EJW	Conferred with [redacted] re [redacted]	0.20 250.00/hr	Carl L120	NO CHARGE

			Hrs/Rate		Amount
9/8/2020	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] conferred with [redacted] re [redacted] conferred with [redacted] re [redacted] conferred with Greg Lester re business records affidavit; reviewed the C. Kunz-Freed deposition; reviewed the accounting records.	9.50 395.00/hr	Carl L240	$3,752.50
9/9/2020	EJW	Conferred with [redacted] re [redacted] reviewed file re temporary administrator's report and supplement to temporary administrator's report.	1.00 250.00/hr	Carl L120	$250.00
	EJW	Reviewed and revised response to Carl's motion for summary judgment; prepared correspondence to and reviewed correspondence from [redacted] re [redacted] conferred with [redacted] re [redacted] prepared affidavit of A. Brunsting.	0.70 250.00/hr	Carl L240	$175.00
	ACD	Reviewed, downloaded, and organized the probate court instruments.	1.50 129.50/hr	Litiga L190	$194.25
	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] prepared multiple correspondence to [redacted] re [redacted] reviewed correspondence from and prepared correspondence to [redacted] re same; prepared Anita Brunsting's unsworn declaration.	11.30 395.00/hr	Carl L240	$4,463.50
9/10/2020	EJW	Finalized business records affidavit and business records declaration for G. Lester; prepared correspondence to G. Lester re same; conferred with G. Lester re same; reviewed correspondence	3.40 250.00/hr	Carl L240	$850.00

			Hrs/Rate		Amount
		from G. Lester re same; reviewed and revised declaration re Anita Brunsting; revised footnotes and organized exhibits to response to Carl's motion for summary judgment.			
9/10/2020	MT	Prepared and filed request for transcript; prepared correspondence to court reporter re same; reviewed court's docket re hearings.	0.70 129.50/hr	Canda L210	$90.65
	ACD	Reviewed, downloaded, and organized the probate court instruments.	1.50 129.50/hr	Litiga L190	$194.25
	MT	Reviewed, revised, and finalized response to Carl Brunsting's motion for summary judgment; prepared exhibits re same; conferred with [redacted] and [redacted] re [redacted]	2.00 129.50/hr	Carl L240	$259.00
	SAM	Reviewed authorities re [redacted] prepared the response to Carl Brunsting's motion for summary judgment; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] conferred with [redacted] re [redacted] conferred several times with [redacted] re [redacted] reviewed multiple correspondence from and prepared multiple correspondence to [redacted] re [redacted] reviewed, organized, and prepared exhibits to response; conferred several times with [redacted] re [redacted] prepared the business records affidavit for Greg Lester; prepared the summary judgment exhibits affidavit for S. Mendel; reviewed and organized the exhibits to the response to the motion for summary judgment.	13.00 395.00/hr	Carl L240	$5,135.00
9/11/2020	MT	Updated litigation index re response to Carl Brunsting's motion for summary judgment with exhibits.	0.20 129.50/hr	Carl L210	NO CHARGE
	SAM	Reviewed the authorities and response to Carl Brunsting's partial motion for summary judgment; organized the file and exhibits re same; conferred with the court reporter re prior transcripts;	1.80 395.00/hr	Carl L240	$711.00

			Hrs/Rate		Amount
		prepared the draft order to deny Carl Brunsting's motion for summary judgment; prepared correspondence to and reviewed correspondence from [redacted] re [redacted]			
9/11/2020	ACD	Reviewed, downloaded, and organized the probate court instruments.	1.50 129.50/hr	Litiga L190	$194.25
9/14/2020	MT	Prepared correspondence to K. Metzger re transcript fee.	0.30 129.50/hr	Litiga L330	NO CHARGE
9/15/2020	SAM	Reviewed and updated the accounting; conferred with [redacted] re [redacted] prepared correspondence to the parties re same.	2.50 395.00/hr	Trust L150	$987.50
	MT	Prepared correspondence to parties re accounting for May 2020; conferred with [redacted] re [redacted] prepared bank statements for production.	0.40 129.50/hr	Trust L150	$51.80
	ACD	Prepared May 2020 accounting; conferred with [redacted] re [redacted]	0.80 129.50/hr	Trust L150	$103.60
	SAM	Conferred with Carole Brunsting re Carl Brunsting's motion for summary judgment; prepared correspondence to [redacted] re [redacted]	1.00 395.00/hr	Carl L240	$395.00
9/16/2020	MT	Reviewed correspondence from [redacted] re [redacted] updated file memo re same; conferred with [redacted] re [redacted] and [redacted]	0.40 129.50/hr	Trust L150	$51.80
	ACD	Reviewed and organized the financial statements; prepared correspondence to the parties re the June 2020 accounting.	0.70 129.50/hr	Canda L150	$90.65
	SAM	Reviewed the file re further trust accounting work; revised the correspondence to the parties re the June 2020 accounting.	0.50 395.00/hr	Trust L150	$197.50

			Hrs/Rate		Amount
9/17/2020	ACD	Prepared correspondence to the parties re the July and August 2020 accounting.	1.00 129.50/hr	Canda L150	$129.50
	MT	Prepared bank statements for production; conferred with [redacted] re [redacted] reviewed and finalized correspondence re accounting.	0.50 129.50/hr	Trust L150	$64.75
	EJW	Conferred with [redacted] re [redacted]	0.30 250.00/hr	Carl L250	NO CHARGE
	SAM	Reviewed authorities re [redacted] prepared the co-trustees first supplemental answer.	2.00 395.00/hr	Carl L210	$790.00
	EJW	Reviewed and revised supplemental answer.	0.50 250.00/hr	Carl L250	$125.00
9/18/2020	MT	Updated litigation index re co-trustee's first supplemental answer,	0.10 129.50/hr	Carl L210	NO CHARGE
	SAM	Reviewed and revised the June, July, and August 2020 accountings.	0.50 395.00/hr	Trust L150	$197.50
	SAM	Conferred with [redacted] re [redacted]	0.30 395.00/hr	Carl L240	$118.50
9/19/2020	SAM	Reviewed correspondence from C. Curtis and B. Bayless re funds allocated for the mediation of the case; reviewed correspondence from and prepared correspondence to [redacted] re [redacted] reviewed correspondence from and prepared correspondence to [redacted] re [redacted]	0.50 395.00/hr	Trust L150	$197.50
9/23/2020	SAM	Reviewed correspondence from and prepared correspondence to C. Reed re C. Curtis' deposition; reviewed correspondence from and prepared correspondence to [redacted] re [redacted]	0.20 395.00/hr	Canda L330	$79.00

			Hrs/Rate		Amount
9/23/2020	SAM	Reviewed correspondence from the parties re accounting issues on the mediation; prepared a draft response re same; prepared correspondence to [redacted] re [redacted]	0.40 395.00/hr	Trust L150	$158.00
9/24/2020	SAM	Prepared for C. Curtis' deposition; reviewed correspondence from [redacted] re [redacted] reviewed correspondence from C. Curtis re same; conferred with [redacted] re [redacted] prepared file memo re [redacted] conferred with [redacted] re [redacted] prepared correspondence to C. Schwager re same; reviewed correspondence from Judge Comstock re same; prepared correspondence to Carole Brunsting re same; reviewed correspondence from the probate court reporter re hearing transcripts.	3.70 395.00/hr	Canda L330	$1,461.50
	ACD	Prepared file memo re [redacted]	0.70 129.50/hr	Canda L320	$90.65
	SAM	Prepared correspondence to the parties accounting issues and confirming that no trust funds were used for the mediation.	1.20 395.00/hr	Trust L150	$474.00
9/25/2020	SAM	Reviewed correspondence from Anita Brunsting and Amy Brunsting re deposition issues; conferred with N. Spielman re deposition and objection issues; prepared correspondence to C. Schwager re same.	0.90 395.00/hr	Canda L330	$355.50
	MT	Updated litigation index re Carl's reply to C. Kunz-Freed's response to motion for summary judgment.	0.10 129.50/hr	Carl L210	NO CHARGE
9/28/2020	SAM	Reviewed C. Curtis brief re the QBD trust; prepared response to same; prepared correspondence to N. Spielman re same; filed and served the co-trustees response to C. Curtis' QBD brief.	1.80 395.00/hr	Canda L240	$711.00

			Hrs/Rate		Amount
9/28/2020	MT	Updated litigation index re C. Curtis' motion to quash, memo re QBD, and reply to first supplemental answer; prepared objection to memo re QBD; conferred with [redacted] re [redacted]	0.70 129.50/hr	Canda L250	$90.65
	ML	Prepared correspondence to H. Lopez re transcript payment.	0.20 129.50/hr	Litiga L190	NO CHARGE
	SAM	Prepared for and attended Zoom hearing re C. Curtis' motion to quash the deposition; prepared proposed orders re same; conferred with and prepared correspondence to [redacted] prepared file memo re [redacted] prepared correspondence to the court reporter re transcription of the record.	2.70 395.00/hr	Canda L230	$1,066.50
	SAM	Conferred several times with Naegli court reporters re the deposition and/or certificate of nonappearance of C. Curtis; prepared multiple correspondence to and reviewed multiple correspondence from Naegli court reporters re same.	0.50 395.00/hr	Canda L330	$197.50
9/29/2020	SAM	Prepared the objections to Carole Brunsting's summary judgment affidavit; prepared multiple correspondence to and reviewed multiple correspondence from [redacted] re [redacted] filed and served same.	3.70 395.00/hr	Carl L240	$1,461.50
	SAM	Reviewed correspondence from and prepared correspondence to probate court reporter re the hearing transcript; prepared correspondence to [redacted] re [redacted]	0.40 395.00/hr	Canda L330	$158.00
9/30/2020	MT	Updated litigation index re order following telephonic conference and order re ex parte motion for relief.	0.20 129.50/hr	Canda L250	$25.90

			Hrs/Rate		Amount
9/30/2020	MT	Updated litigation index re objections to affidavit of Carole Brunsting re motion for summary judgment and co-trustee's first supplemental motion to transfer and/or vacate.	0.30 129.50/hr	Trust L250	$38.85
	SAM	Reviewed the federal court orders that denied the Rule 60 motion for ex parte relief; reviewed the supplemental motion to transfer the district court foreign judgment lawsuit to the probate court; reviewed correspondence from and prepared correspondence to [redacted] reviewed the file re reviewed authorities re prepared correspondence to re	2.50 395.00/hr	Canda L240	$987.50
	SAM	Conferred several times with Naegeli USA re the C. Curtis certificate of nonappearance; prepared multiple correspondence to and reviewed multiple correspondence from re prepared the exhibits for same; prepared correspondence to all the parties re same.	1.00 395.00/hr	Canda L330	$395.00
10/1/2020	SAM	Conferred with Carole Brunsting re settlement.	0.50 395.00/hr	Litiga L160	$197.50
10/2/2020	MT	Updated litigation index re proposed order sustaining objection to C. Kunz-Freed's motion for summary judgment evidence and proposed order sustaining plaintiff's objections to defendant's motion for summary judgment evidence.	0.20 129.50/hr	Carl L210	NO CHARGE
	SAM	Prepared correspondence to re settlement conversation with	0.30 395.00/hr	Litiga L160	$118.50
10/3/2020	SAM	Reviewed correspondence from Carole Brunsting re settlement; prepared correspondence to re	0.30 395.00/hr	Litiga L160	$118.50

			Hrs/Rate		Amount
10/3/2020	SAM	Reviewed correspondence from and prepared correspondence to M. Wakshall re forensic expert issues.	0.30 395.00/hr	Canda L130	$118.50
10/4/2020	SAM	Reviewed correspondence from and prepared correspondence to M. Wakshull re forensic issues.	0.20 395.00/hr	Canda L130	$79.00
10/5/2020	SAM	Reviewed correspondence from C. Curtis re settlement and litigation issues; reviewed correspondence from prepared correspondence to re reviewed correspondence from the parties re same; conferred with re prepared correspondence to Carole Brunsting re same; reviewed the pleadings re whether to amend or supplement.	1.30 395.00/hr	Canda L190	$513.50
10/6/2020	SAM	Reviewed correspondence from Carole Brunsting re settlement; prepared correspondence to and reviewed correspondence from re prepared correspondence to re	0.30 395.00/hr	Litiga L160	$118.50
10/20/2020	ML	Prepared correspondence to Naegeli re payment for deposition of C. Curtis.	0.20 129.50/hr	Canda L190	NO CHARGE
	SAM	Prepared correspondence to re reviewed correspondence from re	0.50 395.00/hr	Litiga L160	$197.50
10/22/2020	SAM	Reviewed multiple correspondence from Carole Brunsting re settlement issues.	0.30 395.00/hr	Litiga L160	$118.50
10/23/2020	SAM	Reviewed notice of appeal by C. Curtis re the federal case; prepared correspondence to the parties re same; conferred with re	0.80 395.00/hr	Canda L510	$316.00

			Hrs/Rate		Amount
10/23/2020	MT	Updated litigation index re notice of appeal.	0.10 129.50/hr	Canda L210	NO CHARGE
10/24/2020	SAM	Prepared correspondence to [redacted]	0.50 395.00/hr	Litiga L160	$197.50
10/26/2020	SAM	Conferred with [redacted] prepared correspondence to [redacted]	0.50 395.00/hr	Litiga L160	$197.50
11/1/2020	SAM	Reviewed the settlement offer from Candace Curtis; reviewed correspondence from B. Bayless re same.	0.50 395.00/hr	Canda L160	$197.50
11/2/2020	SAM	Reviewed correspondence from Carole Brunsting re the settlement offer from Candace Curtis; conferred with [redacted] prepared correspondence to [redacted] prepared a draft settlement agreement for Carole Brunsting.	0.80 395.00/hr	Litiga L160	$316.00
11/3/2020	SAM	Prepared correspondence to Carole Brunsting re settlement of the case.	0.30 395.00/hr	Litiga L160	$118.50
11/5/2020	SAM	Conferred with [redacted]	0.60 395.00/hr	Canda L120	$237.00
11/6/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re settlement offers.	0.10 395.00/hr	Litiga L160	NO CHARGE
11/9/2020	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re settlement.	0.20 395.00/hr	Litiga L160	$79.00
11/11/2020	SAM	Reviewed correspondence from B. Bayless re settlement; prepared draft correspondence to [redacted] conferred with [redacted] conferred with B. Bayless re same; prepared correspondence to B. Bayless re deferral of the ruling on the motion for summary judgment.	1.30 395.00/hr	Litiga L160	$513.50

			Hrs/Rate		Amount
11/11/2020	SAM	Reviewed C. Curtis' pro se request for the appellate record; prepared correspondence to C. Schwager re same.	0.30 395.00/hr	Canda L510	$118.50
11/15/2020	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re settlement; prepared correspondence to re	0.60 395.00/hr	Litiga L160	$237.00
11/24/2020	SAM	Prepared multiple correspondence to and reviewed multiple correspondence from R. Rikkers re Iowa tax issues; prepared the draft of a settlement agreement for the parties; prepared correspondence to N. Spielman re same; conferred with N. Spielman re same.	1.20 395.00/hr	Litiga L160	$474.00
	SAM	Reviewed the file re Iowa Farm tax issues; prepared multiple correspondence to and reviewed multiple correspondence from R. Rikkers re tax issues.	0.50 395.00/hr	Trust L150	$197.50
11/25/2020	SAM	Reviewed and revised the settlement agreement; conferred with prepared correspondence to prepared correspondence to B. Bayless re same; prepared correspondence to B. Bayless and Carole Brunsting re same; conferred twice with reviewed correspondence from	2.50 395.00/hr	Litiga L160	$987.50
11/30/2020	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re settlement; reviewed correspondence from and prepared correspondence to Carole Brunsting re same.	0.50 395.00/hr	Litiga L160	$197.50
12/1/2020	SAM	Prepared correspondence to B. Bayless re settlement; prepared correspondence to Carole Brunsting re same; prepared correspondence to	0.40 395.00/hr	Litiga L160	$158.00

			Hrs/Rate		Amount
12/2/2020	SAM	Reviewed correspondence from Carl Brunsting re settlement of the case; prepared correspondence to	0.30 395.00/hr	Carl L160	$118.50
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
12/3/2020	SAM	Reviewed correspondence from reviewed authorities re same; prepared correspondence to	1.30 395.00/hr	Litiga L120	$513.50
12/4/2020	SAM	Reviewed correspondence from the 5th Circuit re the appellate record and briefing issues; reviewed the court's file re same; reviewed correspondence from and prepared correspondence to	0.80 395.00/hr	Canda L510	$316.00
	SAM	Prepared correspondence to and reviewed correspondence from reviewed correspondence from and prepared correspondence to B. Bayless re settlement issues.	0.50 395.00/hr	Carl L160	$197.50
12/5/2020	SAM	Reviewed the 5th Circuit file re appellate issues.	0.30 395.00/hr	Canda L510	$118.50
12/6/2020	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman re summary judgment issues as to C. Curtis.	0.30 395.00/hr	Canda L240	$118.50
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Carl L240	$118.50

			Hrs/Rate		Amount
12/7/2020	SAM	Conferred several times with M. Tubbs re appellate file and eFile requirements.	0.30 395.00/hr	Canda L510	$118.50
	SAM	Reviewed correspondence from and prepared correspondence to the court re settlement status; reviewed correspondence from B. Bayless re same; reviewed correspondence from	0.20 395.00/hr	Carl L160	$79.00
	MT	Conferred with S. Mendel re work assignments.	0.30 129.50/hr	Canda L210	NO CHARGE
12/9/2020	SAM	Reviewed the 5th Circuit's electronic docket report and evaluated next steps.	0.30 395.00/hr	Canda L510	$118.50
12/10/2020	MT	Prepared and filed notice of appearance for 5th Circuit.	0.50 129.50/hr	Canda L210	$64.75
	SAM	Reviewed multiple correspondence from C. Schwager and N. Brunsting re Judge Hoyt's orders and appellate issues; reviewed the file re same; prepared correspondence to reviewed the 5th Circuit's briefing rules and schedule.	1.50 395.00/hr	Canda L510	$592.50
	SAM	Prepared the outline of the response brief.	1.00 395.00/hr	Canda L520	$395.00
12/18/2020	SAM	Reviewed correspondence from the 5th Circuit re Candace Curtis' appeal.	0.20 395.00/hr	Canda L510	$79.00
12/20/2020	SAM	Prepared correspondence to the Fifth Circuit re counsel of record for Anita Brunsting and Amy Brunsting.	0.30 395.00/hr	Canda L510	$118.50
12/28/2020	SAM	Revised the motion for partial summary judgment re tortious interference; reviewed authorities re same; prepared correspondence to	0.80 395.00/hr	Carl L240	$316.00

			Hrs/Rate		Amount
12/31/2020	SAM	Reviewed correspondence from the 5th Circuit re C. Schwager's probated suspension, Pro Se status of C. Curtis, and revised briefing schedule; reviewed the state court records for the underlying facts; prepared correspondence to	1.20 395.00/hr	Canda L510	$474.00
	SAM	Reviewed correspondence from N. Spielman re partial summary judgment on the tortious interference issue; reviewed the file re same.	0.50 395.00/hr	Canda L240	$197.50
1/4/2021	SAM	Conferred with reviewed correspondence from reviewed the file	0.60 395.00/hr	Litiga L120	$237.00
1/5/2021	SAM	Reviewed the file re accounting to prepare and produce.	0.40 395.00/hr	Trust L150	$158.00
1/6/2021	SAM	Reviewed correspondence from prepared correspondence to and reviewed correspondence from	0.50 395.00/hr	Litiga L160	$197.50
1/7/2021	SAM	Reviewed the file re accounting and tax issues; reviewed correspondence from and prepared correspondence to	0.80 395.00/hr	Trust L150	$316.00
1/11/2021	MT	Conferred with A. Daniels re production of account statements.	0.20 129.50/hr	Trust L150	NO CHARGE
	ACD	Prepared the September and October 2020 accounting; prepared correspondences to the parties re same.	1.40 129.50/hr	Trust L150	$181.30
1/12/2021	MT	Updated litigation index re record of appeal; reviewed same.	0.30 129.50/hr	Canda L190	$38.85

			Hrs/Rate		Amount
1/12/2021	SAM	Prepared for and met with prepared correspondence to and reviewed correspondence from	1.50 395.00/hr	Litiga L160	$592.50
1/13/2021	MT	Reviewed and organized electronic record of appeal.	0.50 129.50/hr	Canda L210	$64.75
	SAM	Prepared for and attended conference call with prepared file memo re same; conferred with	1.50 395.00/hr	Litiga L160	$592.50
	SAM	Reviewed the accounting records; reviewed and organized same; reviewed the deed history re tax issues; reviewed the file and authorities re step-up in basis issues.	2.30 395.00/hr	Trust L150	$908.50
	ACD	Prepared correspondence to the parties re November 2020 accounting.	0.80 129.50/hr	Trust L150	$103.60
1/14/2021	ACD	Prepared correspondence to the parties re December 2020 accounting.	0.80 129.50/hr	Trust L150	$103.60
	SAM	Reviewed correspondence from and prepared correspondence to prepared spreadsheet prepared correspondence to Rich Rikkers	1.30 395.00/hr	Trust L150	$513.50
1/15/2021	ACD	Reviewed and revised multiple correspondence to the parties re September, October, November, and December 2020 accountings.	0.80 129.50/hr	Trust L150	$103.60
1/18/2021	ACD	Conferred with S. Mendel re accounting work assignment.	0.10 129.50/hr	Trust L190	NO CHARGE
	SAM	Reviewed correspondence from Rich Rikkers re tax issues for the farm; reviewed the file re same.	0.30 395.00/hr	Trust L150	$118.50

			Hrs/Rate		Amount
1/20/2021	SAM	Reviewed the accountings to be produced for the months of September, October, November, and December 2020; prepared correspondence to and reviewed correspondence from prepared correspondence to	0.80 395.00/hr	Trust L150	$316.00
	ACD	Reviewed and revised the accounting correspondence to the parties re September, October, November, and December 2020 accountings; conferred with S. Mendel re same.	1.00 129.50/hr	Trust L150	$129.50
1/21/2021	ACD	Revised the accounting correspondence to the parties re September, October, November, and December 2020 accountings.	0.80 129.50/hr	Trust L150	$103.60
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Litiga L150	$118.50
	SAM	Reviewed correspondence from R. Rikkers re tax issues; reviewed the file and authorities re same.	0.30 395.00/hr	Trust L150	$118.50
1/25/2021	ACD	Conferred with S. Mendel re accounting work assignments; finalized correspondence to the parties re September, October, November, and December 2020 accountings.	0.40 129.50/hr	Trust L150	$51.80
	SAM	Reviewed the trust accountings for the time period September 2020 through December 2020; prepared correspondence to the parties re same.	0.40 395.00/hr	Trust L150	$158.00
1/30/2021	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Trust L150	$118.50
2/2/2021	ACD	Conferred with S. Mendel re farm tax proposal.	0.10 129.50/hr	Trust L190	NO CHARGE

			Hrs/Rate		Amount
2/3/2021	SAM	Reviewed correspondence from and prepared correspondence to	0.20 395.00/hr	Trust L150	NO CHARGE
2/7/2021	SAM	Reviewed the file re sale of the farm and tax issues re same; prepared correspondence to	0.80 395.00/hr	Trust L150	$316.00
2/9/2021	ACD	Reviewed C. Curtis federal filings; conferred with S. Mendel re same.	0.20 129.50/hr	Canda L190	$25.90
	SAM	Reviewed and revised the settlement proposal; conferred with prepared correspondence to	0.30 395.00/hr	Litiga L160	$118.50
	SAM	Reviewed correspondence from the 5th Circuit re C. Curtis' federal court brief; prepared correspondence to the 5th Circuit re same.	0.30 395.00/hr	Litiga L510	$118.50
2/10/2021	MT	Updated litigation index re appellant's brief and correspondence from court re same; reviewed and prepared docket matters re deadline for appellee's brief.	0.30 129.50/hr	Canda L210	$38.85
	ACD	Reviewed C. Curtis federal filing.	0.20 129.50/hr	Canda L190	NO CHARGE
2/11/2021	SAM	Reviewed correspondence from Anita Brunsting and N. Spielman re settlement; updated the file memo re details for the settlement offer.	0.30 395.00/hr	Litiga L160	$118.50
2/26/2021	SAM	Reviewed multiple correspondence from conferred with	0.50 395.00/hr	Litiga L160	$197.50
2/27/2021	SAM	Prepared correspondence to and reviewed correspondence	0.30 395.00/hr	Litiga L340	$118.50

			Hrs/Rate		Amount
3/1/2021	SAM	Reviewed correspondence from N. Spielman re settlement issues; prepared correspondence to	0.30 395.00/hr	Litiga L160	$118.50
	SAM	Reviewed correspondence from re settlement and 5th Circuit briefing issues; prepared correspondence to conferred with M. Ly re the allocation of fees and expenses for settlement purposes.	0.30 395.00/hr	Litiga L160	$118.50
	ACD	Conferred with S. Mendel re scheduling.	0.10 129.50/hr	Litiga L190	NO CHARGE
3/2/2021	SAM	Reviewed and revised the prepared summary prepared correspondence to the	1.00 395.00/hr	Litiga L160	$395.00
3/3/2021	ML	Prepared	0.60 129.50/hr	Litiga L150	$77.70
3/4/2021	ML	Prepared conferred with S. Mendel re same.	1.20 129.50/hr	Litiga L150	$155.40
3/5/2021	SAM	Reviewed and revised the settlement proposal; prepared multiple correspondence to and reviewed multiple correspondence from conferred with reviewed correspondence from reviewed correspondence from Candace Curtis	2.00 395.00/hr	Litiga L160	$790.00
	ACD	Conferred with S. Mendel re proposed settlement agreement correspondence; conferred with M. Tubbs and S. Mendel re extension of filing date.	0.20 129.50/hr	Litiga L190	NO CHARGE

			Hrs/Rate		Amount
3/7/2021	SAM	Reviewed the file and authorities re appellate issues to brief.	1.00 395.00/hr	Canda L520	$395.00
3/8/2021	MT	Prepared motion for extension of time to file brief; reviewed file memo re same.	0.60 129.50/hr	Canda L210	$77.70
	ACD	Conferred with S. Mendel re case status.	0.10 129.50/hr	Litiga L190	NO CHARGE
3/9/2021	SAM	Prepared the motion for extension of time; reviewed authorities re same; reviewed the plaintiff's brief and record documents re same; conferred with	1.50 395.00/hr	Canda L510	$592.50
	EJW	Reviewed and revised motion for extension of time to file appellees' brief; conferred with	0.40 295.00/hr	Trust L520	$118.00
3/10/2021	MT	Finalized and filed motion for extension of time to file appellee's brief; conferred with S. Mendel re same; updated litigation index re same and order granting extension; reviewed and prepared docket matters re extension deadline.	0.50 129.50/hr	Canda L210	$64.75
3/11/2021	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman re appellate issues.	0.20 395.00/hr	Canda L520	$79.00
3/15/2021	ACD	Conferred with S. Mendel re work assignments.	0.20 129.50/hr	Litiga L190	NO CHARGE
3/19/2021	ACD	Conferred with S. Mendel re case status update.	0.10 129.50/hr	Litiga L190	NO CHARGE
3/20/2021	SAM	Prepared briefing materials for prepared multiple correspondence to conferred with	1.00 395.00/hr	Canda L520	$395.00
	SAM	Conferred with prepared multiple correspondence to	0.80 395.00/hr	Canda L520	$316.00

			Hrs/Rate		Amount
3/23/2021	SAM	Reviewed correspondence from prepared correspondence to	0.20 395.00/hr	Canda L160	 $79.00
3/24/2021	SAM	Reviewed the multiple settlement proposals; attended the settlement conference call	1.30 395.00/hr	Litiga L160	 $513.50
	SAM	Reviewed correspondence from and prepared correspondence to	0.30 395.00/hr	Canda L520	 $118.50
3/25/2021	ACD	Reviewed Brunsting family settlement agreement.	0.20 129.50/hr	Litiga L190	 $25.90
3/26/2021	ACD	Reviewed correspondence from conferred with	0.20 129.50/hr	Litiga L190	 NO CHARGE
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to reviewed and revised the settlement proposal; prepared correspondence to	1.00 395.00/hr	Litiga L160	 $395.00
3/28/2021	SAM	Reviewed authorities re appellate issues.	0.50 395.00/hr	Litiga L520	 $197.50
3/29/2021	SAM	Reviewed correspondence from	0.20 395.00/hr	Litiga L160	 $79.00
	SAM	Reviewed the file re briefing issues.	0.50 395.00/hr	Canda L520	 $197.50
3/30/2021	SAM	Reviewed correspondence from C. Curtis re settlement; prepared correspondence to the client team re same; reviewed multiple correspondence from and prepared correspondence to N. Spielman re same; reviewed multiple correspondence from	0.80 395.00/hr	Canda L160	 $316.00

			Hrs/Rate		Amount
		the parties re settlement; conferred with			
3/31/2021	SAM	Conferred with	0.30 395.00/hr	Litiga L160	$118.50
4/3/2021	SAM	Reviewed correspondence from C. Curtis, B. Bayless, and Carole Brunsting re rejection of the settlement proposal.	0.50 395.00/hr	Litiga L160	$197.50
4/5/2021	ACD	Conferred with S. Mendel re scheduling.	0.20 129.50/hr	Litiga L190	NO CHARGE
4/6/2021	ACD	Conferred with S. Mendel re briefing schedule.	0.20 129.50/hr	Litiga L190	NO CHARGE
	SAM	Conferred several times with reviewed and revised the brief.	0.50 395.00/hr	Canda L520	$197.50
4/8/2021	EJW	Reviewed and revised appellate brief; conferred with A. Daniels re work assignments; reviewed, finalized, and filed motion to extend time to file brief; conferred with	0.80 295.00/hr	Canda L520	$236.00
	ACD	Reviewed brief; prepared same; conferred with	0.50 129.50/hr	Canda L320	$64.75
	SAM	Conferred with reviewed and revised the motion for extension of time; prepared correspondence to and reviewed correspondence from C. Curtis re same.	1.50 395.00/hr	Canda L510	$592.50
	SAM	Reviewed the appellate brief; conferred with conferred with	1.00 395.00/hr	Canda L520	$395.00
4/9/2021	ACD	Conferred multiple times with the Federal Appellants Court re motion to extend status; conferred with	0.30 129.50/hr	Canda L190	$38.85

			Hrs/Rate		Amount
4/12/2021	SAM	Reviewed correspondence from Carole Brunsting re conflicts issues raised by Judge Hoyt; reviewed the file re same; prepared correspondence to Carole Brunsting re same.	0.30 395.00/hr	Litiga L190	$118.50
4/17/2021	SAM	Reviewed and revised the statement of acts for the appellate brief; reviewed the appellate records re details for same.	1.00 395.00/hr	Canda L520	$395.00
4/18/2021	SAM	Reviewed and revised the entire appellate brief; reviewed record citations for the court appendix; reviewed authorities; conferred with conferred with prepared correspondence to prepared correspondence to prepared correspondence to	6.00 395.00/hr	Canda L520	$2,370.00
4/19/2021	SAM	Reviewed and revised the entire appellate brief; reviewed record citations for the court appendix; reviewed authorities; conferred with conferred with prepared correspondence to prepared correspondence to reviewed correspondence from	10.00 395.00/hr	Canda L520	$3,950.00
	ACD	Prepared table of authorities re appellate brief; reviewed same; conferred with S. Mendel re same.	2.60 129.50/hr	Litiga L320	$336.70
4/20/2021	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to the reviewed correspondence from the Fifth Circuit re the supplemental record excerpts.	1.00 395.00/hr	Canda L520	$395.00
	ACD	Reviewed correspondence from the Federal court re brief instructions; conferred with S. Mendel re same.	0.20 129.50/hr	Litiga L190	$25.90
4/28/2021	RMM	Conferred with court re scheduling jury trial date.	0.20 129.50/hr	Litiga L190	$25.90

			Hrs/Rate		Amount
4/28/2021	ACD	Conferred with S. Mendel re potential jury trial dates.	0.10 129.50/hr	Litiga L190	NO CHARGE
4/29/2021	ACD	Reviewed appellant's reply brief; conferred with S. Mendel re same.	0.30 129.50/hr	Litiga L190	$38.85
4/30/2021	SAM	Prepared correspondence to the court re trial settings; prepared correspondence to the parties re same.	0.30 395.00/hr	Litiga L430	$118.50
	ACD	Conferred with S. Mendel re Federal brief appendix issues.	0.10 129.50/hr	Litiga L190	NO CHARGE
5/1/2021	SAM	Reviewed the supplemental record excerpts to be amended.	0.70 395.00/hr	Canda L520	$276.50
5/2/2021	SAM	Prepared the co-trustees first amended supplemental record excerpts; filed and served same.	4.00 395.00/hr	Canda L520	$1,580.00
5/6/2021	ACD	Reviewed and organized client documents.	0.10 129.50/hr	Trust L190	NO CHARGE
5/9/2021	SAM	Reviewed correspondence from and prepared correspondence to the trial court re trial settings.	0.20 395.00/hr	Litiga L230	$79.00
5/10/2021	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re trial setting issues; prepared correspondence to the court re same; reviewed correspondence from B. Bayless re same.	0.60 395.00/hr	Litiga L250	$237.00
5/17/2021	ACD	Conferred with S. Mendel re proposed scheduling.	0.10 129.50/hr	Litiga L190	NO CHARGE
5/19/2021	SAM	Reviewed correspondence from and prepared correspondence to Carole Brunsting re settlement.	0.20 395.00/hr	Litiga L160	$79.00
5/24/2021	ACD	Attended May 24 hearing re trial setting; conferred with S. Mendel re same.	0.30 129.50/hr	Litiga L190	$38.85

			Hrs/Rate		Amount
5/25/2021	SAM	Prepared for and attended the settlement conference call with reviewed the file re issues related to same.	1.50 395.00/hr	Litiga L160	$592.50
	ACD	Conferred extensively with S. Mendel re trial setting status conference.	0.30 129.50/hr	Litiga L190	NO CHARGE
5/26/2021	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to	0.50 395.00/hr	Litiga L160	$197.50
5/27/2021	ACD	Conferred with S. Mendel re motion for summary judgment draft.	0.20 129.50/hr	Litiga L190	NO CHARGE
5/30/2021	SAM	Reviewed and revised the joint docket control order; prepared correspondence to	0.50 395.00/hr	Litiga L230	$197.50
5/31/2021	SAM	Reviewed and revised the co-trustees motion for summary judgment against Candace Curtis.	0.50 395.00/hr	Canda L240	$197.50
6/1/2021	SAM	Reviewed and revised the co-trustees motion for summary judgment against Carl Brunsting.	0.30 395.00/hr	Carl L240	$118.50
	SAM	Reviewed and revised the co-trustees motion for summary judgment against Candace Curtis.	0.30 395.00/hr	Canda L240	$118.50
	SAM	Reviewed correspondence from B. Bayless re the docket control order.	0.40 395.00/hr	Litiga L250	$158.00
6/3/2021	SAM	Reviewed correspondence from the parties re the proposed docket control order; prepared correspondence to C. Schwager and Carole Brunsting re same.	0.30 395.00/hr	Litiga L250	$118.50
6/4/2021	SAM	Reviewed multiple correspondence from and prepared correspondence to Carole Brunsting re the proposed docket control order; reviewed correspondence from N. Spielman re same; finalized the proposed docket control order; eFiled	1.50 395.00/hr	Litiga L250	$592.50

			Hrs/Rate		Amount
		and eServed same; prepared correspondence to the court and the parties re same.			
6/4/2021	SAM	Conferred with prepared correspondence to B. Bayless	0.80 395.00/hr	Litiga L160	$316.00
6/7/2021	SAM	Prepared the formal statutory accounting; conferred with	1.50 395.00/hr	Trust L150	$592.50
	SAM	Reviewed correspondence from B. Bayless re settlement; reviewed correspondence from and prepared correspondence to prepared correspondence to	0.50 395.00/hr	Litiga L160	$197.50
	ACD	Reviewed client file re accountings; reviewed and organized same; conferred with S. Mendel re Quickbook formatting for Trial exhibits.	0.60 129.50/hr	Litiga L190	$77.70
6/8/2021	SAM	Prepared the file re accounting issues; conferred with	0.50 395.00/hr	Trust L150	$197.50
	VH	Prepared final accounting; conferred with	2.50 95.00/hr	Trust L150	$237.50
6/9/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
6/10/2021	VH	Prepared final accounting; conferred with	5.00 95.00/hr	Trust L150	$475.00
6/11/2021	VH	Prepared final accounting; conferred with	0.50 95.00/hr	Trust L150	$47.50
	SAM	Reviewed the revised docket control order; prepared multiple correspondence to reviewed correspondence from and prepared correspondence to B. Bayless re same; reviewed correspondence from and prepared	0.50 395.00/hr	Litiga L250	$197.50

			Hrs/Rate		Amount
		correspondence to Anita Brunsting re C. Curtis hate mail.			
6/11/2021	ACD	Reviewed correspondence from C. Curtis; conferred with S. Mendel re same.	0.20 129.50/hr	Canda L190	NO CHARGE
6/14/2021	VH	Prepared final accounting.	4.00 95.00/hr	Trust L150	$380.00
6/17/2021	VH	Prepared final accounting.	2.00 95.00/hr	Trust L150	$190.00
6/18/2021	VH	Prepared final accounting.	4.00 95.00/hr	Trust L150	$380.00
6/21/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
	ACD	Reviewed 5th Circuit opinion; reviewed and organized client documents re same.	0.30 129.50/hr	Litiga L190	$38.85
6/22/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
6/23/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
6/24/2021	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to	0.50 395.00/hr	Litiga L160	$197.50
	VH	Prepared final accounting.	1.00 95.00/hr	Trust L150	$95.00
	ACD	Conferred with S. Mendel re 5th circuit opinion and scheduling.	0.10 129.50/hr	Litiga L190	NO CHARGE
6/25/2021	VH	Prepared final accounting.	1.00 95.00/hr	Trust L150	$95.00

			Hrs/Rate		Amount
6/28/2021	VH	Prepared final accounting.	2.50 95.00/hr	Trust L150	$237.50
6/29/2021	VH	Prepared final accounting.	1.00 95.00/hr	Trust L150	$95.00
	SAM	Prepared for and attended the settlement conference call with	1.00 395.00/hr	Litiga L160	$395.00
6/30/2021	SAM	Reviewed multiple correspondence from prepared correspondence to	0.30 395.00/hr	Litiga L120	$118.50
	SAM	Reviewed the file re the semi-annual accounting; prepared correspondence to	0.30 395.00/hr	Trust L150	$118.50
	VH	Prepared final accounting.	2.00 95.00/hr	Trust L150	$190.00
7/1/2021	SAM	Reviewed the updated accounting; conferred with reviewed correspondence from the Iowa Revenue Department re tax issues; prepared correspondence to	0.60 395.00/hr	Trust L150	$237.00
7/5/2021	SAM	Reviewed multiple correspondence and files from reviewed the records reviewed the updated accounting being prepared.	1.00 395.00/hr	Trust L120	$395.00
7/6/2021	VH	Prepared final accounting.	3.00 95.00/hr	Trust L150	$285.00
	SAM	Reviewed the records for the January through June 2021 semi-annual accounting; conferred with A. Daniels re same.	0.50 395.00/hr	Trust L150	$197.50

			Hrs/Rate		Amount
7/6/2021	SAM	Prepared for and attended the strategy and case status call with	1.00 395.00/hr	Litiga L120	$395.00
	ACD	Prepared January, February, March, April, May, and June accountings; conferred with S. Mendel re same.	2.00 129.50/hr	Trust L150	$259.00
7/8/2021	EJW	Reviewed C. Curtis bill of review in C.A. 412249-404; reviewed co-trustees' answer; conferred with S. Mendel re same.	1.50 295.00/hr	Canda L120	$442.50
	ACD	Conferred with E. Wyatt re summary judgement status.	0.10 129.50/hr	Litiga L190	NO CHARGE
7/9/2021	SAM	Reviewed and revised the semi-annual accounting; conferred with ; reviewed same.	1.00 395.00/hr	Trust L150	$395.00
	SAM	Reviewed the bill of review; conferred with E. Wyatt re same; reviewed authorities re same; conferred with B. Bayless re same.	1.50 395.00/hr	Canda L210	$592.50
	ACD	Reviewed accounting correspondences; prepared multiple correspondences to Brunsting parties re trust accountings.	0.50 129.50/hr	Trust L150	$64.75
	EJW	Conferred with S. Mendel re amended answer; reviewed authorities re same.	0.50 295.00/hr	Canda L250	$147.50
7/13/2021	EJW	Reviewed US Court of Appeals opinion and judgment; updated litigation index re same.	0.30 295.00/hr	Canda L140	$88.50
	ACD	Reviewed C. Brunsting's brief in response to bill of review; conferred with S. Mendel re same.	0.20 129.50/hr	Litiga L190	$25.90
7/14/2021	EJW	Conferred with reviewed authorities re drop order.	0.60 295.00/hr	Canda L120	$177.00

			Hrs/Rate		Amount
7/14/2021	SAM	Prepared the response to Curtis' bill of review.	2.00 395.00/hr	Canda L240	$790.00
	ACD	Conferred with E. Wyatt and S. Mendel re response to bill of review.	0.20 129.50/hr	Litiga L190	NO CHARGE
7/15/2021	SAM	Prepared the response to Curtis' bill of review.	1.20 395.00/hr	Canda L240	$474.00
	EJW	Reviewed Carl's response to bill of review; revised Anita's amended answer.	0.60 295.00/hr	Canda L120	$177.00
	ACD	Conferred with S. Mendel re response to bill of review; reviewed C. Curtis response to bill of review.	0.30 129.50/hr	Litiga L190	$38.85
7/16/2021	SAM	Prepared the co-trustees response to C. Curtis' bill of review.	2.00 395.00/hr	Canda L240	$790.00
7/17/2021	SAM	Reviewed the bill of review, responses, and reply briefs; reviewed authorities re same; organized same; prepared the proposed final judgment.	1.20 395.00/hr	Canda L240	$474.00
	SAM	Conferred with re trust administration and accounting issues; reviewed the file re same.	0.60 395.00/hr	Trust L150	$237.00
7/19/2021	SAM	Reviewed the file re pending dispositive motions, responses, replies, and sur-replies re the bill of review.	0.40 395.00/hr	Canda L240	$158.00
	EJW	Conferred with K. Olah re work assignments for Brunsting bill of review filings.	0.20 295.00/hr	Canda L190	NO CHARGE
7/21/2021	VH	Prepare final accounting.	2.50 95.00/hr	Trust L150	$237.50
	SAM	Conferred several times with re accounting issues; conferred with re same; reviewed correspondence from and prepared	1.50 395.00/hr	Trust L150	$592.50

			Hrs/Rate		Amount
		correspondence re same; prepared correspondence re same.			
7/22/2021	SAM	Reviewed the trust accounting.	0.50 395.00/hr	Trust L150	$197.50
	VH	Prepare final accounting.	1.00 95.00/hr	Trust L150	$95.00
7/23/2021	VH	Prepare final accounting.	2.00 95.00/hr	Trust L150	$190.00
7/24/2021	SAM	Reviewed the accounting update.	0.30 395.00/hr	Trust L150	$118.50
7/28/2021	VH	Prepare final accounting.	2.00 95.00/hr	Trust L150	$190.00
	SAM	Reviewed correspondence re the updated accounting; conferred several times with re same; conferred with A. Daniels re same; reviewed and revised same; conferred with re same.	1.30 395.00/hr	Trust L150	$513.50
	ACD	Prepared accounting re conferred with V. Heitmann and S. Mendel re same.	1.60 129.50/hr	Litiga L150	$207.20
8/3/2021	EJW	Conferred with S. Mendel re case status and work assignments.	0.20 295.00/hr	Trust L120	NO CHARGE
8/8/2021	SAM	Reviewed the file re motion for summary judgment issues; prepared correspondence to re same.	0.50 395.00/hr	Canda L240	$197.50
10/5/2021	EJW	Conferred with R. Rosinski re motion for summary judgment.	0.20 295.00/hr	Trust L120	NO CHARGE
10/6/2021	RR	Reviewed file re outstanding issues; updated file memo.	0.10 129.50/hr	Litiga L120	NO CHARGE

			Hrs/Rate		Amount
10/15/2021	RR	Reviewed plaintiff's answers to Anita, Amy, and C. Brunsting; conferred with E. Wyatt re same; reviewed C. Curtis's response to Anita and Amy Brunsting's original counterclaim.	0.30 129.50/hr	Canda L210	$38.85
10/19/2021	RR	Reviewed motion for summary judgment.	0.20 129.50/hr	Canda L240	$25.90
	EJW	Conferred with S. Mendel re case status and C. Curtis' recent filings.	0.10 295.00/hr	Canda L120	NO CHARGE
11/3/2021	SAM	Reviewed and revised the co-trustees motion for summary judgment; reviewed authorities re same; reviewed multiple correspondence from and prepared multiple correspondence to re same.	1.00 395.00/hr	Canda L240	$395.00
	ACD	Prepared correspondence to A. Brunsting re November 4 hearing.	0.10 129.50/hr	Litiga L190	NO CHARGE
11/4/2021	RR	Attended Zoom hearing with S. Mendel re status conference; prepared memo re same.	0.50 129.50/hr	Litiga L230	$64.75
11/5/2021	RR	Reviewed and revised motion for summary judgment; conferred with re same.	1.60 129.50/hr	Litiga L240	$207.20
11/9/2021	SAM	Conferred with re settlement alternatives; reviewed correspondence from re same; reviewed correspondence from B. Bayless re same.	0.50 395.00/hr	Litiga L160	$197.50
11/11/2021	RR	Reviewed file re outstanding issues; updated file memo.	0.10 129.50/hr	Litiga L120	NO CHARGE
11/24/2021	SAM	Prepared for and conferred with B. Bayless re settlement; prepared correspondence to and reviewed correspondence from re same.	1.50 395.00/hr	Litiga L160	$592.50

			Hrs/Rate		Amount
11/27/2021	SAM	Reviewed the file and settlement notes with B. Bayless; prepared correspondence to re settlement and severance of the case.	1.40 395.00/hr	Litiga L160	$553.00
11/30/2021	SAM	Conferred with re severance and settlement issues; conferred with re same.	1.00 395.00/hr	Carl L120	$395.00
12/1/2021	SAM	Reviewed correspondence from re the motion for summary judgment and severance negotiations reviewed correspondence from re same; prepared for and conferred with B. Bayless re the summary judgments and severance issues.	1.00 395.00/hr	Carl L240	$395.00
12/3/2021	SAM	Prepared the rule 11 agreement of Cart Brunsting, Anita Brunsting, and Amy Brunsting; prepared correspondence to B. Bayless and N. Spielman re same; prepared correspondence to re same.	1.00 395.00/hr	Carl L190	$395.00
12/8/2021	SAM	Reviewed correspondence from and prepared correspondence to N. Spielman re the reply to C. Curtis' response to the co-trustees motion for summary judgment.	0.20 395.00/hr	Canda L240	$79.00
12/9/2021	SAM	Reviewed C. Curtis' response to the co-trustees motion for summary judgment and motion to strike; conferred with re same; reviewed and revised the co-trustees' response to same; prepared the objections to Curtis' exhibit to her response.	2.50 395.00/hr	Canda L240	$987.50
	VMD	Created Word Doc and Table	0.40 129.50/hr	Canda L240	$51.80
12/13/2021	RR	Reviewed co-trustee's reply to motion for summary judgment and motion to strike.	0.20 129.50/hr	Canda L240	$25.90

			Hrs/Rate		Amount
12/21/2021	SAM	Reviewed correspondence from re the motion to sever; reviewed correspondence from B. Bayless ; prepared correspondence to re same.	0.30 395.00/hr	Carl L250	$118.50
1/4/2022	SAM	Reviewed Carole Brunsting's motion for partial distribution; conferred with N. Spielman re same; reviewed correspondence from and prepared correspondence to B. Bayless re same; prepared correspondence to re same.	1.00 395.00/hr	Litiga L250	$395.00
	EJW	Reviewed correspondence from the court re zoom hearing on January 6; conferred with S. Mendel re same; reviewed notice of hearing and C. Brunsting's motion for emergency relief.	0.40 295.00/hr	Litiga L120	$118.00
1/5/2022	SAM	Prepared motion to sever.	0.60 395.00/hr	Carl L250	$237.00
	EJW	Revised motion to sever; conferred with re same; conferred with re same; conferred with B. Bayless re same.	0.80 295.00/hr	Litiga L250	$236.00
	SAM	Reviewed Carole Brunsting's motion for $100k distribution; reviewed multiple correspondence from and prepared multiple correspondence to re same.	0.60 395.00/hr	Trust L250	$237.00
1/6/2022	RR	Filed motion to sever and proposed order re C. Brunsting; conferred with re same and hearing.	1.00 129.50/hr	Litiga L250	$129.50
	SAM	Reviewed and revised the motion to sever.	0.50 395.00/hr	Carl L250	$197.50
	SAM	Reviewed multiple correspondence from the client team re Carole Brunsting's motion for $100k distribution; prepared for and attended the hearing re same.	1.20 395.00/hr	Trust L250	$474.00

			Hrs/Rate		Amount
1/7/2022	RR	Prepared multiple correspondence to and reviewed multiple correspondence from co-counsel re hearing dates.	0.30 129.50/hr	Litiga L230	$38.85
	RR	Prepared notice of hearing; filed same.	0.30 129.50/hr	Litiga L250	$38.85
	EJW	Reviewed correspondence from the court re hearing; prepared and filed notice re same;	0.30 295.00/hr	Canda L190	$88.50
1/10/2022	SAM	Reviewed multiple correspondence from and prepared multiple correspondence re the court's $100k distribution order for Carole Brunsting.	1.00 395.00/hr	Trust L120	$395.00
1/12/2022	EJW	Conferred with S. Mendel re emergency hearing re Carole Brunsting expense request.	0.20 295.00/hr	Litiga L120	$59.00
1/13/2022	SAM	Reviewed correspondence from B. Bayless re trial preparation deadlines.	0.20 395.00/hr	Litiga L440	$79.00
1/14/2022	RR	Reviewed file re outstanding issues; updated file memo.	0.10 129.50/hr	Litiga L190	$12.95
1/15/2022	SAM	Prepared correspondence to B. Bayless anmd N. Spielman re trial preparation deadlines.	0.20 395.00/hr	Litiga L440	$79.00
1/17/2022	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re docket control order issues.	0.20 395.00/hr	Litiga L250	$79.00
1/18/2022	SAM	Prepared correspondence to N. Spielman re B. Bayless and docket control order issues.	0.20 395.00/hr	Litiga L250	$79.00
1/20/2022	SAM	Conferred with J.C. Michael re the Iowa easement issue.	0.20 395.00/hr	Trust L190	$79.00
1/21/2022	SAM	Prepared correspondence to J.C. Michael re the Iowa easement issue; prepared correspondence to re same.	0.20 395.00/hr	Trust L190	$79.00

			Hrs/Rate		Amount
1/27/2022	RR	Conferred with e tortious interference by C. Curtis.	0.20 129.50/hr	Canda L190	$25.90
	RR	Updated litigation calendar re docket control order.	0.30 129.50/hr	Litiga L190	$38.85
1/28/2022	RR	Prepared exhibits.	0.50 129.50/hr	Canda L190	$64.75
1/31/2022	RR	Conferred with S. Mendel re Iowa farm, accounting, and rule 11 agreement.	0.20 129.50/hr	Trust L150	$25.90
	SAM	Prepared a Rule 11 agreement re the docket control order and severance issues.	0.30 395.00/hr	Litiga L250	$118.50
2/1/2022	SAM	Reviewed and revised the July - December 2021 accountings; prepared correspondence to the parties re same.	0.50 395.00/hr	Trust L150	$197.50
	SAM	Reviewed correspondence from and prepared correspondence to B. Bayless re the Rule 11 agreement re the docket control order and severance issues.	0.20 395.00/hr	Litiga L250	$79.00
	KSM	Reviewed multiple correspondence from re production of accounting records for the July - December 2021 accounting update; reviewed and organized same; prepared correspondence to the parties re same.	6.00 129.50/hr	Trust L150	$777.00
	SAM	Reviewed the accounting records for the July - December 2021 accounting update; prepared correspondence to the parties re same on a month by month basis.	1.00 395.00/hr	Trust L150	$395.00
2/3/2022	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless and N. Spielman re the Rule 11 agreement on the modified docket control order.	0.50 395.00/hr	Trust L150	$197.50

			Hrs/Rate		Amount
2/3/2022	RR	Conferred with S. Mendel and E. Wyatt re pretrial order and Iowa farm motion.	0.70 129.50/hr	Trust L250	$90.65
	RR	Prepared motion re approval re Iowa farm.	0.80 129.50/hr	Trust L250	$103.60
2/4/2022	SAM	Reviewed and reviewed the motion to approve the Iowa Farm water easement; prepared correspondence to N. Spielman re same.	1.00 395.00/hr	Trust L250	$395.00
2/7/2022	RR	Reviewed C. Curtis response re motion to sever.	0.50 129.50/hr	Canda L250	$64.75
	SAM	Reviewed C. Curtis' response to the motion for severance.	0.30 395.00/hr	Litiga L250	$118.50
	RR	Conferred with S. Mendel re pretrial order.	0.20 129.50/hr	Litiga L440	$25.90
2/8/2022	RR	Prepared pretrial order.	1.00 129.50/hr	Litiga L440	$129.50
	SAM	Conferred with re settlement and the severance.	1.50 395.00/hr	Litiga L160	$592.50
2/9/2022	RR	Reviewed and revised pretrial order; updated file memo re same.	1.50 129.50/hr	Litiga L440	$194.25
	RR	Conferred with S. Mendel re pretrial order.	0.20 129.50/hr	Litiga L440	$25.90
	SAM	Conferred with re severance issues and Carole Brunsting.	0.50 395.00/hr	Litiga L250	$197.50
2/10/2022	SAM	Conferred with B. Bayless re trial related issues; prepared outlines re trial exhibits.	1.00 395.00/hr	Litiga L440	$395.00
	RR	Conferred with S. Mendel re trial preparation, exhibits, and pleadings.	0.60 129.50/hr	Litiga L440	$77.70

			Hrs/Rate		Amount
2/11/2022	RR	Attended hearing with S. Mendel re sever and easement motions.	1.10 129.50/hr	Litiga L230	$142.45
	SAM	Prepared for and attended the Zoom hearing on the motion to sever; conferred with post-hearing re same; prepared correspondence to re same; reviewed correspondence from re same; reviewed correspondence from re same.	3.00 395.00/hr	Canda L250	$1,185.00
	SAM	Prepared for and attended the Zoom hearing on the motion to grant a water easement in Sioux County, Iowa; prepared correspondence to J.C. Carmichael re same; prepared correspondence to re same.	1.00 395.00/hr	Trust L250	$395.00
	EJW	Conferred with S. Mendel re motion to sever and hearing re same; reviewed docket re same; reviewed file re outstanding issues re same.	0.50 295.00/hr	Canda L250	$147.50
	RR	Reviewed file re Timeslips.	0.20 129.50/hr	Litiga L190	$25.90
2/14/2022	RR	Reviewed and revised pretrial order re pleadings and proposed exhibit list.	1.00 129.50/hr	Litiga L440	$129.50
2/17/2022	RR	Reviewed and revised pretrial order; conferred with S. Mendel re same.	1.00 129.50/hr	Litiga L440	$129.50
2/18/2022	RR	Reviewed and revised pretrial order; conferred with S. Mendel re same.	1.50 129.50/hr	Litiga L440	$194.25
2/19/2022	RR	Reviewed and revised pretrial order; conferred with S. Mendel re same.	2.10 129.50/hr	Litiga L440	$271.95
	SAM	Prepared the joint pretrial order; prepared correspondence to the parties re same.	4.00 395.00/hr	Canda L440	$1,580.00

			Hrs/Rate		Amount
2/20/2022	SAM	Prepared the joint pretrial order; prepared correspondence to the parties re same; reviewed correspondence from and prepared correspondence to Carole Brunsting re same.	6.80 395.00/hr	Litiga L440	$2,686.00
2/21/2022	RR	Reviewed, revised, and filed pretrial order; conferred with S. Mendel re same.	3.00 129.50/hr	Litiga L440	$388.50
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to N. Spielman, B. Bayless, and Carole Brunsting re the pretrial order; conferred with N. Spielman re same; conferred with Carole Brunsting re same; reviewed and revised the joint pretrial order; prepared correspondence to Judge Comstock re same; reviewed proposed pretrial order of Candace Curtis, as prepared by Rik Munson.	7.00 395.00/hr	Litiga L440	$2,765.00
2/22/2022	VMD	Conferred with R. Rosinski re case and scheduling.	0.20 129.50/hr	Litiga L120	$25.90
	SAM	Prepared the first amended joint pretrial order; conferred with re same; reviewed multiple correspondence among the parties and court re same.	2.30 395.00/hr	Canda L440	$908.50
2/23/2022	SAM	Prepared the first amended joint pretrial order; met with re same; reviewed correspondence from and prepared correspondence to Judge Comstock re the pretrial order.	3.00 395.00/hr	Canda L440	$1,185.00
2/24/2022	RR	Reviewed file re fee agreement and billing record requests.	0.50 129.50/hr	Canda L440	$64.75
	SAM	Reviewed and revised the joint pretrial order; conferred with E. Wyatt re same.	1.00 395.00/hr	Canda L440	$395.00
	EJW	Conferred with S. Mendel several times re revisions to Brunsting pre-trial order	0.60 295.00/hr	Litiga L120	$177.00

			Hrs/Rate		Amount
2/24/2022	EJW	Revised Brunsting pre-trial order re C. Schwager's additions to same and B. Bauless' revised jury questions; conferred with re pretrial hearing strategy..	2.60 295.00/hr	Litiga L440	$767.00
2/25/2022	RR	Prepared for and attended Zoom hearing with S. Mendel re pretrial conference, motion to exclude, and motion for summary judgment; conferred with staff re same.	1.80 129.50/hr	Canda L230	$233.10
	SAM	Reviewed and revised the joint pretrial order; conferred several times with re same; prepared multiple correspondence to and reviewed multiple correspondence from the parties re same.	6.50 395.00/hr	Canda L440	$2,567.50
	SAM	Prepared for and attended the joint pretrial hearing and hearing on the motions for summary judgment andt to excluded evidence; conferred with post-hearing re same; prepared correspondence to and reviewed correspondence from re same; conferred with	3.00 395.00/hr	Canda L230	$1,185.00
2/26/2022	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to N. Spielman and B. Bayless re court's possible consolidation of subdockets; reviewed the file re same.	0.50 395.00/hr	Canda L240	$197.50
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to N. Spielman and B. Bayless re additional proceedings that affect the trial of the case; reviewed multiple correspondence from C. Schwager re same; reviewed the file re same.	1.40 395.00/hr	Canda L120	$553.00
2/27/2022	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to B. Bayless re additional proceedings that affect the trial of the	1.50 395.00/hr	Canda L440	$592.50

			Hrs/Rate		Amount
		case; prepared multiple correspondence to re same; prepared outline re trial issues.			
2/28/2022	RR	Reviewed discovery re supplementation needed for attorneys' fees trial.	1.50 129.50/hr	Litiga L310	$194.25
	SAM	Reviewed multiple correspondence from and prepared multiple correspondence to re pending matters post pretrial conference.	0.60 395.00/hr	Canda L120	$237.00
		For professional services rendered	591.80		$164,958.05
		Additional Charges :			
6/23/2020		Prepared mediation exhibit copies.			$22.60
6/24/2020		Prepared mediation exhibit copies.			$45.20
7/30/2020		Filing fees re response to Carl Brunsting's motion for summary judgment.			$25.72
8/18/2020		Trial transcripts - Hipolita G. Lopez (court reporter).			$409.49
9/10/2020		Filing fees re Defendants' & Co-Trustees' Joint Amended Response to Carl Brunsting's Motion for Partial Summary Judgment.			$25.72
9/12/2020		Filing fees and copy fees for Brunsting federal court matters.			$47.10
9/14/2020		Trial transcripts - Hipolita G. Lopez (court reporter) (original cost - $799.50) / refunded check no. 282 for $149.50.			$650.00
		Trial transcripts - Katherine Metzger.			$268.25
		Postage.			$7.15
9/28/2020		Trial transcripts - Hipolita G. Lopez (court reporter).			$120.00
		LSO.			$21.79

		Amount
9/28/2020	Courier - LSO.	$21.79
10/5/2020	Deposition transcript of Candace Curtis.	$506.00
	Certificate of non-appearance of Candace Curtis.	$225.00
10/20/2020	Postage.	$0.50
	Copies within the Firm.	$1.00
10/5/2021	Copies re co-trustees' motion for summary judgment.	$6.60
10/13/2021	Telephone.	$33.76
10/15/2021	Copies within the firm re plaintiff's answers to Anita and Amy Brunsting and C. Curtis's answers to Anita and Amy Brunsting's original counterclaim.	$39.00
10/19/2021	Copies within the firm re motion for summary judgment.	$6.60
11/5/2021	Copies within the Firm.	$16.40
11/24/2021	Telephone - conference call.	$8.84
11/30/2021	Telephone - conference call.	$25.18
12/13/2021	Copies within the Firm.	$3.80
1/6/2022	Filing fees re proposed order re C. Brunsting.	$2.06
2/7/2022	Copies within the Firm re C. Curtis response to motion to sever.	$4.00
2/8/2022	Trial transcripts - Hipolita G. Lopez inv. no. 220302.	$72.33
2/21/2022	Filing fees re pretrial order.	$2.06
2/24/2022	Copies regarding the joint pretrial order.	$21.20
2/25/2022	Copies regarding the joint pretrial order.	$42.40

		Amount
2/28/2022	Copies within the Firm.	$20.00
	Total additional charges	$2,701.54

Exhibit B

Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

December 31, 2014

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
12/3/2014	NES	Telephone conference(s) with potential client further to representation and upcoming hearing on 12/09/2014	0.20	65.00
12/4/2014	NES	Preparation and drafting of proposed Engagement Agreement; preparation and drafting of memorandum to client regarding above	1.80	0.00
12/4/2014	NES	Review online records to obtain copy of pleadings related to upcoming hearing on 12/09/2014	0.60	195.00
12/5/2014	NES	Meeting with B. Featherstone, counsel for Anita Brunsting regarding case and overall strategy	0.30	97.50
12/8/2014	NES	Multiple memoranda to and from client including review of additional pleadings and file materials (Carl's expert designations, Anita's response to Motion to Remove and Motion to Distribute Funds), communicate with client regarding communication with/from counsel for other parties no longer being appropriate, obtain and review Candace's Motion to Withdraw Funds, obtain and review Carole's objections to Candace's Motion to Withdraw Funds; multiple memoranda to and from counsel for Anita regarding strategies for upcoming hearings (12/09/2014); preparation and drafting of Notice of Appearance; preparation and drafting of Response to Carl's Motion to Remove Amy and Anita as Trustees; discussion with SSG regarding [redacted] Candace and Carl's Motions to Distribute Funds, [redacted] filed by counsel for Carole and Anita, [redacted]	6.20	2,015.00
12/9/2014	NES	Receipt and review of memorandum from Carole's counsel presenting copy of Carole's response to Carl's Motion to Distribute Funds; preparation and drafting of memorandum to client regarding same	0.30	97.50
12/9/2014	NES	Prepare for hearings, including telephone conference from Anita's counsel	1.20	390.00
12/9/2014	NES	Travel to and attend pre-hearing meeting with Anita's counsel and counsel for law firm defending separate lawsuit filed by Carl regarding the trust documents; attend hearing on Motions filed by Carl and Candace; post-hearing discussion with counsel for Carl and Candace	2.40	780.00
12/11/2014	NES	Multiple memoranda to and from counsel for parties regarding bonds in the amount of approximately $3000 and disposition of same	0.60	195.00
12/12/2014	NES	Telephone conference(s) with B. Featherston regarding possible next	0.60	195.00

	steps [redacted]; authority for Anita and Amy to directly discuss co-trustee responsibilities and related issues		
12/12/2014 NES	Receipt and review of copy of memorandum to counsel for Carl and Candace addressing deficiencies in each others discovery responses and expert designations	0.10	32.50
12/15/2014 NES	Review, analyze and outline pertinent documents, evolution of powers, rights, trustees, trusts, etc. in connection with understanding scope of dispute (including original Family Trust, Restated Family Trust, First Amendment to Family Trust, Qualified Beneficiary Designation(s), Appointment of Successor Trustees, Resignation of Trustee, Acceptance of Successor Trustee	5.40	1,755.00
12/16/2014 NES	Further review and analysis of "live" pleadings filed by Candace and Carl relative to actions taken by Anita, Amy and Carole and contested by Candace and Carl, and in consideration of powers awarded to Anita (and Amy) in Trust documents	1.80	585.00
12/16/2014 NES	Preparation and drafting of memorandum to counsel for Carl and Candace requesting additional information about Carl and Candace's claims against Amy	0.20	65.00
		Sub-total Fees:	$6,467.50

Expenses

	Photocopies	40.97
12/9/2014	Harris County District Clerk	2.06
12/9/2014	Harris County District Clerk	2.06
12/9/2014	NES - Parking [redacted]	7.00
	Sub-total Expenses:	$52.09

Payments

12/31/2014	Payment	Trust Application		6,519.59
			Sub-total Payments:	$6,519.59

Trust Account

		Beginning Balance:	0.00
12/11/2014			0.00
12/11/2014			10,000.00
12/31/2014	Trust Application		-6,519.59

Ending Balance:	$3,480.41
Total Current Billing:	$6,519.59
Previous Balance Due:	$0.00
Total Now Due:	**$0.00**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281)870-1124

January 31, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
11/18/2014	NES	Extended telephone conference(s) with potential new client regarding potential representation in ongoing litigation involving mother's estate (and trusts); receipt and review of memorandum from potential client with narrative summary of facts/timeline; online review and copying of parties (apparent) live pleadings - both in state court probate action and federal counsel (subsequently dismissed or transferred to probate action); conference with SSG and SLG regarding same (n/c)	2.40	0.00
11/19/2014	NES	Telephone conference(s) with S. Mendel further to analysis of case and representation	0.90	292.50
11/20/2014	NES	Preparation and drafting of memorandum to client further to representation and upcoming hearing on 12/09/2014	0.30	97.50
1/5/2015	NES	Receipt and review of memorandum from Carl's counsel regarding efforts to obtain damage model data from expert	0.10	32.50
1/6/2015	NES	Receipt and review of memorandum from Attorney L. Walsh to B. Bayless regarding notice of proposed deposition dates for Carl Brunsting	0.20	65.00
1/6/2015	NES	Multiple memoranda to and from counsel regarding depositions - specifically, whether Carl and Candy are entitled to depose Carole, who was previously deposed	0.30	97.50
1/9/2015	NES	Receipt and review of correspondence from J. Ostrom offering availability for Candy Brunsting's deposition	0.20	65.00
1/12/2015	NES	Receipt and review of Candy's Response to Anita's Requests for Disclosure	0.20	65.00
1/13/2015	NES	Preparation and drafting of memorandum to all counsel regarding conflicts and availability for depositions during month of February	0.20	65.00
1/13/2015	NES	Preparation and drafting of status memorandum to client regarding deposition scheduling	0.10	32.50
1/13/2015	NES	Receipt and review of documents from Anita as part of ongoing supplementation of discovery requests	0.60	195.00
1/14/2015	NES	Receipt and review of response from client regarding issues addressed in memorandum of 1/13/2015; preparation and drafting of reply to client further to deposition issues, address questions raised by Candy's discovery responses (damages), advise as to intent to confer with	1.10	357.50

		Carole's attorney; telephone conference(s) with Carole's counsel - abatement, consolidation, mediation and bond issue; preparation and drafting of memorandum to client addressing bond issue as requested by Carole's counsel to conference call		
1/15/2015	NES	Receipt and review of response from client regarding bond issue and prepare reply; preparation and drafting of memorandum to Carole's counsel to advise that bonds addressed in recent discovery supplementation received from Anita are believed to be the same bonds that are at issue between Candy and Carole	0.30	97.50
1/20/2015	NES	Review discovery materials exchanged by parties prior to entering appearance on behalf of client; analyze and consider options for issuing discovery to Candy and Carl to possibly narrow scope of allegations against all defendants, generally and Amy specifically; preparation and drafting of follow-up memorandum to client following review and addressing Candy's damage model	2.40	780.00
1/21/2015	NES	Receipt and review of two memorandum from client addressing Candy's damage model and presenting additional information about dispute over bonds	0.30	97.50
1/27/2015	NES	Receipt and review of correspondence from J. Ostrom regarding trial continuance	0.20	65.00
1/27/2015	NES	Receipt and review of additional information from client regarding Candy's damage model	0.10	32.50
1/28/2015	NES	Receipt and review of Candy's Second Amended Petition	0.30	97.50
1/28/2015	NES	Preparation and drafting of follow-up memorandum to Carole's counsel further to recent discussion about bonds, addressing correspondence from Candy's attorney requesting continuance	0.10	32.50
1/29/2015	NES	Preparation and drafting of memorandum to client to present copy of Candy's Second Amended Petition and discuss correspondence received requesting reset of trial date	0.10	32.50

Sub-total Fees:	$2,600.00
Total Current Billing:	$2,600.00
Previous Balance Due:	$0.00
Total Now Due:	**$2,600.00**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

February 28, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
2/4/2015	NES	Receipt and review of memorandum from Carole's attorney to group, advising as to opposition to Candy's request for agreed continuance	0.10	32.50
2/5/2015	NES	Preparation and drafting of memorandum to all counsel of record to confirm resolution of matter that prevented scheduling of depositions during weeks of 2/16/2015 and 2/23/2015	0.10	0.00
2/5/2015	NES	Extended telephone conference(s) with Anita's counsel regarding Carl's deposition having been taken in other lawsuit, discussing need to obtain copy of transcript/video, discussing implications of deposition (possible competency issues), discussing approach to Candy's requested continuance; conference with SSG regarding same (n/c)	0.80	260.00
2/5/2015	NES	Preparation and drafting of status update to client, including copy of Candy's Second Amended Petition	0.30	97.50
2/10/2015	NES	Receipt and review of Candace Curtis' Motion and Order for Continuance requesting a six month extension	0.30	97.50
2/10/2015	NES	Receipt and review of Notice of Filing Plaintiff's Original Petition into Probate Court by Candace Curtis	0.30	97.50
2/10/2015	NES	Receipt and review of Notice of Filing of Plaintiff's First Amended Petition filed by Candace Curtis	0.20	65.00
2/12/2015	NES	Receipt and review of Carole Brunsting's First Request for Disclosures to Amy Brunsting; receipt and review of Carole Brunsting's First Request for Disclosures to Candace Curtis; receipt and review of Carole Brunsting's First Request for Disclosures to Anita Brunsting; certificate of Written Discovery	0.40	130.00
2/16/2015	NES	Receipt and review of Plaintiff's Notice of Filing of Injunction and Report of Master	0.30	97.50
2/16/2015	NES	Receipt and review of Plaintiff's Application and Order for Partial Distribution	0.30	97.50
2/16/2015	NES	Receipt and review of memorandum from Carole's attorneys to Bobbie Bayless demanding the immediate resignation of Carl Brunsting as Executor in both estates by Friday, February 20, 2015	0.20	65.00
2/18/2015	NES	Receipt and review of Notice of Hearing for Plaintiff's Application for Partial Distribution and Motion for Continuance	0.20	0.00

2/18/2015	NES	Receipt and review of Notice of Substitution of Party filed by Carl Brunsting attempting to name Drina in Carl's place due to competency issues	0.30	97.50
2/18/2015	NES	Receipt and review of A. Brunsting's Response to Candace's Second Motion for Partial Distribution for Attorney's Fees	0.30	97.50
2/18/2015	NES	Receipt and review of J. Ostrom's Change of Firm Name and Address	0.20	0.00
2/18/2015	NES	Preparation and drafting of status report to client addressing various developments (Carl's deposition, Candy's continuance and application, Carl's competency issues, Candy's "new" lawsuit); prepare for hearing on Candy's Motion for Continuance and Application for Distribution; travel to and attend hearings Motion for Continuance (granted) and Application for Distribution (denied); and post-hearing meeting with counsel - per Court's instruction - to discuss and prepared Agreed Docket Control Order based on new trial setting; receipt and review of memorandum from client in response to earlier status report; preparation and drafting of reply to client to advise that Candy lost the hearing on the Application for Distribution	4.40	1,430.00
2/18/2015	NES	Receipt and review of Carole Brunsting's Objection to Plaintiff's Application for Partial Distribution	0.30	97.50
2/19/2015	NES	Estate of Elmer Brunsting - Receipt and review of Carl Brunsting's Application to resign as independent Executor and Candace Curtis' Application for Appointment as Successor personal representative	0.20	65.00
2/19/2015	NES	Receipt and review of Estate of Nelva Brunsting regarding Carl Brunsting's Application to Resign as Independent Executor and Candace Curtis' Application for Appointment as Successor Personal Representative	0.20	65.00
2/19/2015	NES	Receipt and review of executed Order granting trial Continuance	0.20	65.00
2/20/2015	NES	Receipt and review of Agreed Docket Control Order from Court; conference with SSG regarding same (n/c)	0.20	65.00
2/23/2015	NES	Telephone conference(s) with counsel for Anita regarding recent filings by Carl and Candy (documents from Carl naming Drina as agent/attorney-in-fact, documents from Carl and Candy addressing Carl's removal as executor, objection to Amy being named, effort to name Candy), discussion regarding best course of action and next steps - [redacted]	1.10	357.50
2/23/2015	NES	Preparation and drafting of memorandum to client outlining developments since hearing of 2.18.2015, discussing issues and options for next steps to be taken	0.40	130.00
2/24/2015	NES	Receipt and review of response from client regarding potential appointment as executor of estates	0.10	32.50
2/24/2015	NES	Preparation and drafting of memorandum to counsel for Carole to determine Carole's position regarding Amy's possible effort to be named executor of estates ([redacted])	0.20	65.00

2/25/2015	NES	Receipt and review of response from Carole's counsel regarding Carole's position on successor for Carl	0.20	65.00
2/25/2015	NES	Preparation and drafting of "settlement proposal" to counsel for Carl and Candy relating to Carl's removal/resignation as executor of Estates and selection of successor executor	0.40	130.00
2/26/2015	NES	Receipt and review of preliminary response from Carl's counsel regarding Executor proposal	0.10	32.50
2/26/2015	NES	Communicate with Carl's counsel regarding discovery and documents previously produced by Carl	0.20	65.00
2/26/2015	NES	Receipt and review of proposed Agreed Order of Consolidation (Candy's 402 case with Carl's 401 case); execute and return same; request update from counsel as to whether notice of status conference has been communicated to defense counsel in malpractice litigation as was discussed/requested by the Court	0.30	97.50
2/26/2015	NES	Telephone conference(s) with counsel for Anita regarding evaluation of Candy's damage model, discussing e-mails from Candy which may assist in Anita and Amy's defense, discussing options pertaining to evolving issue on successor executor; receipt and review of copy of 10/8/2010 e-mail from Candy to Anita, encouraging Anita to take over as Trustee	0.60	195.00
2/26/2015	NES	Receipt and review of supplemental document production from Anita (tax returns)	0.40	130.00
			Sub-total Fees:	$4,322.50

Expenses

	Photocopies	131.58
	Sub-total Expenses:	$131.58

Payments

12/31/2014	Payment	Trust Application		6,519.59
2/28/2015	Payment	Trust Application		3,480.41
			Sub-total Payments:	$10,000.00

Trust Account

		Beginning Balance:	3,480.41
2/28/2015	Trust Application		-3,480.41
		Ending Balance:	$0.00

Total Current Billing:	$4,454.08
Previous Balance Due:	$2,600.00
Total Now Due:	**$3,573.67**

Federal Tax ID # 76-0535052

Griffin & Matthews
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March 31, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
3/3/2015	NES	Receipt and review of memorandum from D. Smith to B. Bayless requesting executed Statutory Durable Power of Attorney	0.20	65.00
3/3/2015	NES	Receipt and review of memorandum from Carl's attorney responding to demand from Carole's attorney, producing Power of Attorney and letter from physician purportedly supporting Carl's wife, Drina, taking over as agent-in-fact for Carl	0.20	65.00
3/3/2015	NES	Preparation and drafting of memorandum to client discussing Power of Attorney documents and related issues	0.10	32.50
3/6/2015	NES	Receipt and review of Agreed Order to Consolidate Cases filed with Court	0.10	32.50
3/9/2015	NES	Receipt and review of Anita's objection to Candy's appointment as personal representative of the Estates (of Elmer and Nelva), with multiple e-mails consisting of threats and rants to Amy, Anita and Carole	0.40	130.00
3/10/2015	NES	Analyze and confirm case law and related statutes to address various recognized basis for disqualifying applicant from serving as executor, relative to Carl and Candy's objection to Amy and Amy/Anita/Carole's objection to Candy; to confirm proper steps to be followed by Carl prior to Court's approval of resignation; preparation and drafting of draft of Amy's Application (to be named successor executor); Amy's Response (to Carl's removal as executor) and Amy's Objection (to Candy's application to be named successor executor; preparation and drafting of memorandum to counsel for Anita; preparation and drafting of memorandum to client addressing draft, review of same and plan for filing	5.20	1,690.00
3/11/2015	NES	Receipt and review of memorandum from client following review of draft Application; communicate with Anita's counsel regarding draft, discuss possible basis for arguing [redacted]; preparation and drafting of memorandum to client addressing above; revise and redraft Application as to father's estate, consistent with above; adapt and update prior Application/Response/Objection for use with respect to administration of mother's estate; receipt and review of memorandum and documents from Anita's counsel relating to Motion to Compel discovery responses from Carl and Candy	3.40	1,105.00
3/12/2015	NES	Receipt and review of A. Brunsting's Motion to Compel C. Brunsting and C. Curtis' responses to Requests for Disclosure and Notice of Hearing;	0.30	0.00

		docket same		
3/12/2015	NES	Preparation and drafting of Response to Carole Brunsting's Request for Disclosure (also as a supplement, update of response to previous requests for disclosure from other parties); receipt and review of memorandum from Carl's attorney regarding Motion to Compel filed by Anita's counsel; preparation and drafting of memorandum to counsel for Anita regarding potential counterclaims not yet raised in pleadings filed by Amy and Anita's original attorneys; preparation and drafting of Written Interrogatories to Candace, breaking down allegations from Second Amended Petition as a basis for Interrogatories	4.20	1,365.00
3/16/2015	NES	Receipt and review of Candace Curtis's Responses to Carole Brunsting's Requests for Disclosure	0.20	65.00
3/16/2015	NES	Receipt and review of Candace Curtis's First Amended Responses to Requests for Disclosure	0.30	97.50
3/16/2015	NES	Continue preparation of Interrogatories and Requests for Production to Candace; Initiate preparation of Interrogatories and Requests for Production to Carl, specifically addressing Carl's allegations as per most recently amended pleading	2.80	910.00
3/17/2015	NES	Receipt and review of Candace's Response to Objections to Application and Objection to Amy's Application	0.30	97.50
3/17/2015	NES	Telephone conference(s) with Anita's counsel regarding response filed by Candy, discussing options and strategies for presenting issues to Court during upcoming Status Conference	0.60	195.00
3/19/2015	NES	Receipt and review of Agreed Order to Consolidate Cases signed by the Judge	0.20	65.00
3/20/2015	NES	Analyze and consider case law cited by counsel for Candace in Objection to Amy's Application to be named Successor Executor, as well as competing case law - topics such as "suitability", "family discord" "executor qualifications/disqualifcations" and related issues	2.60	845.00
3/23/2015	NES	Receipt and review of First Supplement to Plaintiff's First Amended Petition	0.30	97.50
3/23/2015	NES	Receipt and review of Drina Brunsting as attorney-in-fact for Carl Brunsting's Response to Anita Brunsting's Motion to Compel Carl Brunsting to Respond to Disclosures with Exhibits	0.30	97.50
3/23/2015	NES	Prepare for Status Conference - prepare outline of talking points on primary issues (possible transfer of district court case to probate court in light of [redacted] Carl's removal as executor; competing applications to be named successor executor, objections [redacted] named successor and response to Candace's cases supposedly supporting client's lack of qualifications to be named successor)	1.90	617.50
3/23/2015	NES	Travel to and attend Status Conference with Court (production of attorney's fee information from Carl and Candy; possible transfer of district court case; Carl's removal as executor, competing applications to be named successor execution and possible alternative solutions)	3.40	1,105.00
3/24/2015	NES	Preparation and drafting of memorandum to counsel for Vacek & Freed	0.10	32.50

3/12/2015	Harris County Clerk - Probate	2.06
3/12/2015	Harris County Clerk - Probate	4.12
	Sub-total Expenses:	$31.89

Payments

3/5/2015	Payment	#1238	2,600.00
		Sub-total Payments:	$2,600.00

Total Current Billing:	$9,944.39
Previous Balance Due:	$973.67
Total Now Due:	**$10,918.06**

Federal Tax ID # 76-0535052

		regarding issues discussed at Status Conference		
3/24/2015	NES	Telephone conference(s) with C. McCullough regarding events transpiring at Status Conference in light of possible appointment of McCullough to serve as temporary successor executor	0.70	227.50
3/24/2015	NES	Telephone conference(s) with B. Featherston regarding further consideration of Kathy Wiley, attorney suggested by other counsel at Status Conference, and [redacted]; decision to address issue and others following receipt of Court memorandum mentioned at Status Conference	0.60	195.00
3/25/2015	NES	Preparation and drafting of memorandum to all counsel to address order and scheduling of depositions, when proper time for doing so arrives; discussing Candace, Drina (and Carl, subject to competency) being the first to be deposed	0.10	32.50
3/25/2015	NES	Receipt and review of memorandum from B. Bayless (Carl & Drina) notifying Court of objection to K. Wiley as possible third party administrator; preparation and drafting of memorandum to B. Featherston and D. Smith (Carole) suggesting conference call as between three attorneys for Amy, Anita and Carole to discuss alternate named proposed by Bayless and their suitability to serve	0.20	65.00
3/25/2015	NES	Receipt and review of multiple additional communications from counsel regarding depositions	0.20	65.00
3/25/2015	NES	Telephone conference(s) with client to address matters discussed at Status Conference; receipt and review of memorandum from Judge Butts further to Status Conference; preparation and drafting of follow-up memorandum to client regarding same; abatement of efforts to prepare discovery to Carl in light of competency issues and courts comments at Status Conference	0.40	130.00
3/26/2015	NES	Telephone conference(s) with B. Featherston further to evaluation of e-mail from Judge Butts and next steps	0.40	130.00
3/30/2015	NES	Receipt and review of Notice of Substitution reflecting Candace Curtis's pro se representation; preparation and drafting of memorandum to client regarding Notice, confirm procedural rules pertaining to substitution and withdrawal, receipt and review of memorandum from client regarding evaluation of Notice	0.60	195.00
3/30/2015	NES	Telephone conference(s) with B. Featherston regarding Notice from Candace, Featherston's conversation with Ostrom, discussing plan and strategy for proceeding	0.30	97.50
3/30/2015	NES	Receipt and review of Motion and Order to Withdraw from Jason B. Ostrom	0.20	65.00
			Sub-total Fees:	$9,912.50

Expenses

Photocopies	25.71

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April 30, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
4/7/2015	NES	Preparation and drafting of memorandum to client addressing Order granting withdrawal and next steps	0.20	65.00
4/7/2015	NES	Receipt and review of memorandum from Associate Judge presenting executed Order of Withdrawal pertaining to Ostrum	0.10	32.50
4/9/2015	NES	Receipt and review of Plaintiff Candace Curtis's Motion to Show Authority pursuant to Rule 12	0.20	65.00
4/10/2015	NES	Telephone conference(s) with counsel for Anita regarding issues addressed in Motion to Show Authority	0.20	65.00
4/13/2015	NES	Receipt and review of memorandum from Candace Curtis presenting answers to Interrogatories and Request for Production, prepared by Rik Munson; analyze and consider procedural deficiencies in discovery responses, consider next steps for addressing issues raised by responses	1.20	390.00
4/20/2015	NES	Receipt and review of Affidavit of Fact from Candace Curtis (pertaining to Curtis's perception of facts pertaining to resignation of Carl and successor executor)	0.20	65.00

Sub-total Fees:	$682.50
Total Current Billing:	$682.50
Previous Balance Due:	$10,918.06
Total Now Due:	**$11,600.56**

Federal Tax ID # 76-0535052

Griffin & Matthews

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May 31, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
5/1/2015	NES	Receipt and review of Supplemental Production from counsel for Anita - payment to State of Iowa, Treasurer (state taxes)	0.10	32.50
5/5/2015	NES	Receipt and review of memorandum from counsel for Carl regarding discovery supplementation needed from Anita and Amy pertaining to 2014 tax returns	0.10	32.50
5/6/2015	NES	Review and analyze Requests for Production and Interrogatories issued by Candace to Anita and evaluate extent to which topics covered address time period in which Anita was sole trustee versus time period when Anita and Amy were/are co-trustees, begin process of determining how much coordination is necessary relative to co-trustee type questions and whether separate responses may be needed from Amy despite formal issuance of requests to Anita only	0.60	195.00
5/7/2015	NES	Receipt and review of memorandum from counsel for Carole regarding status of efforts to obtain third party administrator for Estate (in light of Carl's resignation)	0.10	32.50
5/12/2015	NES	Receipt and review of Candace Curtis' Written Interrogatories and Request for Production to Anita Brunsting	0.20	65.00
5/13/2015	NES	Telephone conference(s) with Anita's counsel regarding memorandum recently received from Carole's counsel, discuss possible coordination of efforts to respond to discovery requests issued to Anita (by Candace); discussing potential next steps (furtherance of successor executor issue, possible summary judgment pleadings); discussing upcoming deadlines on Carl/Drina per Court's order and benefits of waiting on receipt of materials from Carl/Drina prior to initiating any further next steps	0.30	97.50
5/14/2015	NES	Preparation and drafting of memorandum to Carole's attorney summarizing conversation with Anita's counsel and plan for moving forward	0.10	32.50
5/15/2015	NES	Receipt and review of Carl Brunsting's First Amended Responses to Defendants' Requests for Disclosure	0.30	97.50
5/18/2015	NES	Telephone conference(s) with counsel for Anita regarding his review and impression of discovery supplementation received from Carl; discussion regarding possible options for returning to mediation, filing summary judgment motions, resolving case [redacted]	0.40	130.00

		[redacted]), discussion of additional issues to be researched and considered in effort to determine next course of conduct for Amy and Anita		
5/19/2015	NES	Follow-up telephone conference(s) with Anita's counsel regarding counsel's recent discussion with Anita, discussing plan to proceed with IME for Carl to assist in determination of whether guardian is needed for Carl, discuss pursuing summary judgment on "undue influence" issue, discuss status of proceedings for appointment of independent successor executor	0.30	97.50
5/20/2015	NES	Preparation and drafting of memorandum to client providing update as to recent developments, seeking authority to proceed with plan, as determined through recent communications with Anita's counsel	0.60	195.00
5/28/2015	NES	Receipt and review of Defendants Motion for Traditional and No-Evidence Summary Judgment with Exhibits A-E (filed in District Court action against law firm)	0.30	97.50
5/28/2015	NES	Receipt and review of Notice of Hearing on Defendants' Motion for Traditional and No-Evidence Summary Judgment (filed in District Court action against law firm)	0.10	32.50
5/28/2015	NES	Receipt and review of Candace Curtis' Request for Production to Amy Brunsting	0.30	97.50
5/28/2015	NES	Receipt and review of Candace Curtis' Written Interrogatories to Amy Brunsting	0.20	65.00
5/28/2015	NES	Telephone conference(s) with B. Featherston further to recent development - law firm's filing of Motion for Summary Judgment in district court case and possible impact of same on pending Probate case, discovery requests received by Amy in comparison to similar requests previously received by Anita and options for responding to requests	0.30	97.50
5/28/2015	NES	Preparation and drafting of status memorandum to client regarding discovery requests and Motion for Summary Judgment in district court action	0.20	65.00
5/29/2015	NES	Review draft of proposed Motion for No Evidence Summary Judgment and prepare memorandum to Anita's counsel regarding possible edits to same; review memorandum from counsel regarding possible agreement from Carl's attorney regarding IME in lieu of Motion and hearing	0.60	195.00
			Sub-total Fees:	$1,657.50

Expenses

Photocopies	15.30
Sub-total Expenses:	$15.30

Total Current Billing:	$1,672.80
Previous Balance Due:	$11,600.56
Total Now Due:	**$13,273.36**

Federal Tax ID # 76-0535052

Griffin & Matthews

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June 30, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
6/1/2015	NES	Review draft of Anita Brunsting's proposed discovery responses to C. Curtis discovery requests and discuss proposed responses with Anita's counsel to insure consistency between Anita's responses and Amy's upcoming responses	0.60	195.00
6/4/2015	NES	Receipt and review of Anita's official responses to C. Curtis' discovery requests	0.30	97.50
6/11/2015	NES	Initiate preparation of objections to C. Curtis' interrogatories issued to Amy	0.80	260.00
6/12/2015	NES	Conference call with client to review discovery requests received from C. Curtis and discuss possible objections and responses to same	1.20	390.00
6/12/2015	NES	Receipt and review of memorandum from client with text of proposed answer to part of Interrogatory 10	0.10	32.50
6/15/2015	NES	Preparation and drafting of objections to all questions asked by C. Curtis in interrogatories issued to Amy Brunsting, prepare answers to first 25 questions asked, based upon information provided by client during conference call and subsequently	5.20	1,690.00
6/16/2015	NES	Receipt and review of extended memorandum from C. Curtis regarding her position as to duties of co-trustees, her request for an accounting, her allegations of a breach of injunction, her allegations of a loss of approximate $6500 in value of trust assets associated with bonds, review of attachment to e-mail (10.8.2014 letter to C. Curtis pertaining to Series EE bonds)	0.40	130.00
6/18/2015	NES	Preparation and drafting of objections and responses to Requests for Production issued by C. Curtis, telephone conference(s) with Anita's counsel regarding Request No. 6 (2014 tax data) both as to the Request issued to Amy and the demand for same made by C. Curtis in her recent e-mail; preparation and drafting of memorandum to client presenting interrogatory answers for review, discussing verification procedure, discussing Request No. 6	1.20	390.00
6/18/2015	NES	Receipt and review of Stipulation; receipt and review of Order Dismissal Motion to Show Authority - representing agreements and documents exchanged by Carl and Candace relative to Drina serving as attorney-in-fact and Carl's capacity issues	0.40	130.00
6/24/2015	NES	Telephone conference(s) with Anita's counsel to determine status of	0.40	130.00

		production of documents requested by C. Curtis, and finalize objections, answers and responses to Candace's discovery requests		
6/25/2015	NES	Review revisions to Joint Motion for Summary Judgment prepared by Anita's counsel based on prior discussions regarding content of original draft; preparation and drafting of response to Anita's counsel with final thoughts regarding Motion and approving filing of same	0.30	97.50
6/30/2015	NES	Receipt and review of A. Brunsting's Supplemental Production with CD containing numerous messages and invoice	0.50	162.50
			Sub-total Fees:	$3,705.00

Expenses

Photocopies		16.49
Postage		15.76
	Sub-total Expenses:	$32.25

Payments

6/15/2015	Payment	#1408	200.00	
		Sub-total Payments:	$200.00	

Total Current Billing:	$3,737.25
Previous Balance Due:	$13,073.36
Total Now Due:	**$16,810.61**

Federal Tax ID # 76-0535052

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July 31, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
7/1/2015	NES	Preparation and drafting of Designation of Expert Witnesses to allow for presentation and contradiction of parties' respective claims for attorney's fees	0.60	195.00
7/1/2015	NES	Receipt and review of Carl Brunsting's First Amended Expert Witness Designation and Further Supplement to Carl's Responses to all Requests for Disclosure	0.30	97.50
7/1/2015	NES	Telephone conference(s) with Anita's counsel regarding conversation between Anita's counsel and Carole's counsel as to summary judgment to be filed addressing Carl and Candace's claims	0.40	130.00
7/1/2015	NES	Telephone conference(s) with Anita's counsel further to discussions regarding comments and suggested revisions to summary judgment motion and Anita's discovery responses	0.30	97.50
7/7/2015	NES	Receipt and review of Requests for Production from Carl Brunsting to Amy Brunsting, Anita Brunsting and Carole Brunsting; docket response to same	0.40	130.00
7/7/2015	NES	Receipt and review of Waiver of Notice and Notice of Deposition on Written Questions as to Edward Jones	0.30	97.50
7/13/2015	NES	Receipt and review of Plaintiff, D. Brunsting's Second Supplement to Plaintiff's First Amended Petition	0.30	97.50
7/13/2015	NES	Receipt and review of Plaintiff, D. Brunsting's Second Amended Responses to Requests for Disclosure	0.30	97.50
7/13/2015	NES	Receipt and review of e-filed Notice of Hearing on Brunsting's Joint No-Evidence Motion for Partial Summary Judgment; docket same	0.20	65.00
7/14/2015	NES	Receipt and review of Carl Brunsting's Notice of Hearing on his Motion for Partial Summary Judgment; docket same	0.30	97.50
7/14/2015	NES	Receipt and review of Carl Brunsting's Motion for Partial Summary Judgment with numerous Exhibits; docket response to same	0.60	195.00
7/14/2015	NES	Receipt and review of Carl Brunsting's Motion to Transfer Related District Court Case to Probate Court 4; receipt and review of Notice of Hearing placing Motion on the Court's hearing docket for July 21, 2015; docket same	0.40	130.00

7/15/2015	NES	Receipt and review of Plaintiff, Candace Curtis' Response to Defendants, Anita and Amy Brunsting's Motion for Partial Summary Judgment and Motion to Demand to Produce Evidence pursuant to Evidence Codes §1002, 1003	0.40	130.00
7/20/2015	NES	Telephone conference(s) with Carole's attorneys (A. Covey) regarding issues set to be considered at tomorrow's hearing, regarding Amy & Anita's Motion for Summary Judgment and regarding issues raised by Carl/Drina in their Motion for Summary Judgment	0.80	260.00
7/20/2015	NES	Receipt and review of Carl Brunsting's 11 page Motion for Protective Order (with numerous exhibits) and proposed Order	0.60	195.00
7/20/2015	NES	Telephone conference(s) with counsel for Vacek & Freed regarding Motion to Transfer [redacted], discussing Candace Curtis allegations of forged signature pages compared against Vacek & Freed's practice of having clients sign in triplicate	0.90	292.50
7/20/2015	NES	Telephone conference(s) with B. Featherston regarding strategy for hearing on Appointment of Successor Executor, discussing Motion for Summary Judgment filed by Carl, discussing recordings and e-mails forming the basis for Motion for Protection filed by Carl	0.70	227.50
7/20/2015	NES	Preparation and drafting of draft of proposed Order Appointing Successor Executor and memorandum to B. Featherston regarding requesting review and comment, approval of same on Anita's behalf	0.30	97.50
7/20/2015	NES	Further review of Restated Trust Agreement including issues pertaining to irrevocability, amendment, successor trustees, and qualified beneficiary designations in light of issues raised by Candace in her response to Amy and Anita's Motion for Summary Judgment and in light of issues raised by Carl in Motion for Summary Judgment	2.20	715.00
7/21/2015	NES	Attend court-ordered hearings to address issues surrounding appointment of successor executor and Carl's efforts to transfer district court case to probate court	3.20	1,040.00
7/22/2015	NES	Telephone conference(s) with Carls' attorneys further to efforts to secure agreements regarding summary judgment motions and discovery in light of Court's appointment of successor executor	0.80	260.00
7/22/2015	NES	Preparation and drafting of memorandum to Carl's attorney and Anita's attorney to be used to memorialize and confirm agreements reached as to summary judgment motions	0.10	32.50
7/22/2015	NES	Telephone conference(s) with Vacek & Freed's counsel to address conversation with Carl's counsel and secure approval of certain agreements regarding pending summary judgment in District Court case	0.30	97.50
7/22/2015	NES	Preparation and drafting of memorandum to Carl's attorney and Vacek & Freed's attorney to confirm agreements reached regarding pending motions	0.10	32.50
7/22/2015	NES	Receipt and review of copy of proposed Order prepared by Judge Butts following hearing to be reviewed and commented on by counsel	0.20	65.00

7/22/2015	NES	Receipt and review of copy of proposed Order prepared by Judge Butts following hearing to be reviewed and commented on by counsel	0.20	65.00
7/22/2015	NES	Preparation and drafting of memorandum to Court to confirm agreement reached regarding summary judgments	0.10	32.50
7/23/2015	NES	Telephone conference(s) with client to advise as to recent developments from hearing, to update regarding agreement reached on summary judgment motions, to discuss allegations in Motion for Protective Order	0.30	97.50
7/23/2015	NES	Telephone conference(s) with Anita's counsel to address potential revisions to proposed Order from Court; to discuss strategies and approach to responding to Motion for Protective Order filed by Carl	0.80	260.00
7/23/2015	NES	Receipt and review of multiple e-mails from counsel regarding review and approval of proposed Order, culminating in receipt of official executed Order	0.30	97.50
7/24/2015	NES	Receipt and review of C. Brunsting's Notice of Hearing on his Motion for Protective Order; docket same	0.20	65.00
7/24/2015	NES	Telephone conference(s) with G. Lester regarding appointment, discussing documents in play, parties and relationships, key legal issues and next steps	0.90	292.50
7/27/2015	NES	Communicate with Carl's counsel regarding her e-mails addressing appointment and substitution of G. Lester on behalf of Estate	0.20	65.00
7/29/2015	NES	Telephone conference(s) with Anita's counsel further to issues discussed with G. Lester, discussing strategy for approaching upcoming hearing on Motion for Protection and latest set of discovery requests from Carl's counsel	0.40	130.00
7/30/2015	NES	Telephone conference(s) with Carole's counsel and Anita's counsel regarding discovery issued and Motion for Protection filed, discussing options for responding, discussing Anita's efforts to obtain compromise from Carl/Drina to avoid need for responses	0.40	130.00
7/31/2015	NES	Review first draft of combined Response to Motion for Protective Order filed by Carl/Drina; phone discussions with Carole's counsel and Anita's counsel regarding possible revisions to Response; revise Response as discussed	1.60	520.00
		Sub-total Fees:		$6,630.00

Expenses

	Photocopies	8.84
	Postage	6.74
7/2/2015	Harris County Clerk - Probate	2.06
	Sub-total Expenses:	$17.64

Total Current Billing:	$6,647.64
Previous Balance Due:	$16,810.61
Total Now Due:	**$23,458.25**

Federal Tax ID # 76-0535052

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August 31, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
8/3/2015	NES	Receipt and review of D. Brunsting's Third Supplement to Plaintiff's First Amended Petition and Request for Injunctive Relief	0.30	97.50
8/3/2015	NES	Travel to and attend hearing on Motion for Protective Order filed and set by Carl	1.60	520.00
8/3/2015	NES	Preparation and drafting of Objections to Requests for Production received from Carl (in light of issues addressed at hearing on Motion for Protective order)	1.60	520.00
8/4/2015	NES	Receipt and review of memorandum from Court with proposed Temporary Protective Order addressing allegedly illegal video and audio recordings	0.30	97.50
8/4/2015	NES	Multiple communications (phone conferences and e-mails) with counsel for Anita and Carole regarding thoughts, options, and approach to commenting on and responding to issues raised in Protective Order memorandum received from Court	1.80	585.00
8/5/2015	NES	Preparation and drafting of memorandum to client regarding discovery requests from Carl and issues pertaining to recordings and Temporary Protective Order proposed by Court	0.20	65.00
8/6/2015	NES	Telephone conference(s) with client to address responses to Request for Production (supplementing response of 8/3/2015)	0.70	227.50
8/6/2015	NES	Receipt and review of memorandum from Court further to Court's evaluation of commentary by all counsel to Court's proposed Temporary Order	0.20	65.00
8/7/2015	NES	Receipt and review of memorandum from Carl to Court and all counsel further to issues involving recordings and discovery	0.20	65.00
8/10/2015	NES	Receipt and review of various filings, memoranda and proposed orders from Candace regarding her position on issues involving recordings and discovery of same	0.60	195.00
8/17/2015	NES	Receipt and review of Notice under 193.7 from Candace Curtis regarding documents being used at trial	0.20	65.00
8/18/2015	NES	Preparation and drafting of memorandum to all counsel of record to confirm Court's position regarding trial and removal of case from current trial docket	0.20	65.00

Griffin & Matthews

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September 30, 2015

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
9/2/2015	NES	Telephone conference(s) with outside counsel, A. Graves regarding her Firm's possible retention by G. Lester, discussing case facts, history of dispute, Court's Order appointing Lester and underlying basis for doing same; suggesting that Lester's role does not necessarily require retention of counsel	0.80	260.00
9/8/2015	NES	Receipt and review of Application for Authority to Retain Counsel and Notice of Hearing - MacIntyre, McCulloch, Stanfield & Young, LLP; docket same for hearing	0.30	97.50
9/9/2015	NES	Receipt and review of memorandum from client regarding concerns about issues raised in Application for Authority to Retain Counsel; preparation and drafting of response advising as to conversation with Anita's counsel and plan for addressing Application with Court; telephone conference(s) with law firm proposed to be retained in Application, to discuss potential alternative solution (law firm steps in for current Temporary Administrator to perform same function); follow-up telephone conference(s) with Anita's counsel regarding same and regarding draft of proposed Response to Application; review and edit proposed Response to Application	1.60	520.00
9/10/2015	NES	Receipt and review of memorandum from Carl's counsel regarding issues raised in Application and Amy/Anita's Response	0.10	32.50
9/10/2015	NES	Receipt and review of memorandum from Candace in opposition to relief requested by Amy/Anita, but in agreement with appointment of McCulloch law firm	0.20	65.00
9/10/2015	NES	Preparation and drafting of memorandum to Z. Foley, counsel for Vacek & Freed regarding issues to be addressed at hearing	0.20	65.00
9/10/2015	NES	Additional communications with A. Graves regarding issues to be addressed at hearing on Application for Authority to Retain Counsel	0.40	130.00
9/10/2015	NES	Prepare for hearing on Application to Retain Counsel	0.60	195.00
9/10/2015	NES	Travel to and attend hearing on Application for Authority; post-hearing discussion with Anita's counsel and G. Lester	2.40	780.00
9/11/2015	NES	Preparation and drafting of memorandum to client to provide summary and analysis of hearing and post-hearing meeting, discuss next step regarding interaction with G. Lester	0.30	97.50
9/17/2015	NES	Telephone conference(s) with B. Featherston in preparation for meeting	0.40	130.00

		with G. Lester		
9/18/2015	NES	Receipt and review of Defendant, Candace Kunz's Answers, First Amended Answers and Second Amended Answers to Plaintiff's First Set of Interrogatories with 2,000+ pages of documents	1.20	390.00
9/18/2015	NES	Meeting with B. Featherston and G. Lester addressing trust documents, motivations for changes made by Nelva, working through damage models submitted by Carl and Candace, as well as previously proposed Master's Report to show G. Lester that damages, if they exist at all, are marginal compared to what is being claimed. inaccurately, by Carl and Candace	2.40	780.00
			Sub-total Fees:	$3,542.50

Expenses

9/10/2015	Parking - NES	7.00
	Sub-total Expenses:	$7.00
	Total Current Billing:	$3,549.50
	Previous Balance Due:	$26,147.73
	Total Now Due:	**$29,697.23**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

January 31, 2016

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
1/15/2016	NES	Receipt and review of copy of Lester Report, analyze same relative to positive and negative points raised; multiple memorandum and/or phone conferences to/with client, Anita's counsel, counsel for Vacek & Freed regarding Lester Report and its potential impact on litigation	0.80	260.00
1/17/2016	NES	Receipt and review of memorandum from client with client's comments and thoughts regarding Lester Report to be further addressed during call with client	0.10	32.50
1/18/2016	NES	Receipt and review of memorandum from Vacek & Freed defense counsel regarding next steps post-Report; preparation and drafting of response; telephone conference(s) with client regarding issues and questions about Report and next steps	0.70	227.50
1/18/2016	NES	Telephone conference(s) with B. Featherston regarding Featherston's conversation with Bobbie Bayless, Bayless' position regarding mediation and possible mediators, regarding alternative mediators to suggest, regarding possible mediation positions/settlement plans, regarding farm land and how it may be addressed in mediation	0.40	130.00
1/20/2016	NES	Communicate with client regarding possible use of Judge Coselli as mediator	0.20	65.00
1/21/2016	NES	Telephone conference(s) with Judge Coselli; research qualifications and background of other potential mediators	0.30	97.50
1/21/2016	NES	Additional communications with Vacek & Freed counsel regarding mediators/mediation and counsel's belief that Vacek & Freed will not participate in mediation, if scheduled	0.20	65.00
1/28/2016	NES	Telephone conference(s) with B. Featherston regarding approach to proposing mediation in light of Candy's Motion for Summary Judgment, and plan for addressing Motion	0.50	162.50
1/28/2016	NES	Receipt and review of C. Curtis' Motion for Partial Summary Judgment with Concurrent Petition for Declaratory Judgment	0.30	97.50

Sub-total Fees: $1,137.50

Expenses

Photocopies	5.10

Sub-total Expenses:	$5.10

Payments

1/29/2016	Payment	#2024	200.00	
		Sub-total Payments:	$200.00	

Total Current Billing:	$1,142.60
Previous Balance Due:	$29,497.23
Total Now Due:	**$30,639.83**

Federal Tax ID # 76-0535052

Griffin & Matthews

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(281) 870-1124

February 29, 2016

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
2/2/2016	NES	Preparation and drafting of memorandum to C. Reed requesting meeting with or deposition of Candance Freed, to address "facts" pertaining to Nelva's execution of various documents relative to allegation of undue influence and no competency	0.10	32.50
2/4/2016	NES	Receipt and review of response from C. Reed regarding request to meet with C. Freed and Reed's request that a proposed affidavit for Freed to review be prepared	0.10	32.50
2/8/2016	NES	Receipt and review of memorandum from Carole's attorney presenting all-female list of proposed mediators, despite recent memorandum from Anita's counsel stating that male mediator is needed	0.10	32.50
2/10/2016	NES	Preparation and drafting of response to Carole's attorney, reiterating client's belief that male mediator is better suited for addressing issues to be raised/demeanor to be exhibited by Candy	0.10	32.50
2/10/2016	NES	Receipt and review of Motion to Transfer (district court case to probate court) as filed by Candy, with subsequent memorandum to and from Carl's counsel (Bayless) regarding same	0.40	130.00
2/10/2016	NES	Preparation and drafting of follow-up memorandum to C. Reed regarding inability to prepare affidavit prior to meeting with Freed, but discussing academic issues (competency, undue influence and similar) that affidavit will be used to address, if supporting facts can be provided by Freed	0.20	65.00
2/18/2016	NES	Telephone conference(s) with C. Reed further to efforts to obtain deposition and/or affidavit testimony from Candace Freed [redacted]; to address Motion to Transfer filed by Candy and Court's request for a Status Conference	0.30	97.50
2/24/2016	NES	Receipt and review of memorandum from Court regarding whether parties will agree to allow Associate Judge Comstock to preside over status conference/hearing on Motion to Transfer with multiple responses from Candace Curtis and other parties	0.20	65.00

Sub-total Fees: $487.50

Total Current Billing:	$487.50
Previous Balance Due:	$30,639.83
Total Now Due:	**$31,127.33**

Federal Tax ID # 76-0535052

Griffin & Matthews

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(281) 870-1124

March 31, 2016

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
3/2/2016	NES	Receipt and review of correspondence from C. Brunsting advising no longer wishes to be represented by Crain, Caton & James	0.20	75.00
3/7/2016	NES	Receipt and review of C. Kunz-Freed and The Vacek Law Firm's Opposed Motion for Continuance, Order and Notice of Hearing	0.30	112.50
3/7/2016	NES	Preparation and drafting of memorandum to counsel/former-counsel for Carole to determine if letter from Carole suggesting that Firm is no longer counsel is accurate	0.10	37.50
3/9/2016	NES	Prepare for Status Conference/hearings on various Motions involving transfer of case against Vacek & Freed to Probate Court, implications of Carole's attorney's withdrawal as counsel, Candace's' recent filings and lack of clarity in same, Lester report as "direction" for how to resolve case and its "recommendation" favoring mediation	0.60	225.00
3/9/2016	NES	Travel to and attend Status Conference/Hearing on Candy's Motions (to transfer district court case against V&F to probate court and to set her summary judgment motions for hearing); to address Lester Report, and potential mediation	2.60	975.00
3/31/2016	NES	Preparation and drafting of and Receipt and review of various 3/21/2016 - 3/30/2016 communications from parties regarding July mediation availability and confirm client's availability; receipt and review of 3/31/2016 "discovery supplementation" memorandum from Candace Curtis and prepare response addressing comments suggesting a refusal to participate in scheduling discussions; preparation and drafting of memorandum to client further to "discovery supplementation" e-mail string with Candace	0.60	225.00

Sub-total Fees: $1,650.00

Expenses

	Photocopies	5.44
3/9/2016	Parking	8.00

Sub-total Expenses: $13.44

Payments

3/28/2016	Payment	#2028	400.00	
		Sub-total Payments:	$400.00	
		Total Current Billing:		$1,663.44
		Previous Balance Due:		$34,207.74
		Total Now Due:		**$35,871.18**

Federal Tax ID # 76-0535052

Griffin & Matthews

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April 30, 2016

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
4/19/2016	NES	Receipt and review of Plaintiff, Curtis' correspondence and Motion for Sanctions with Points and Authorities; docket deadline for response	0.40	150.00
4/22/2016	NES	Extended telephone conference(s) with Carl's attorney regarding mediation, strategies for dealing with Candy, whether Carl considers Amy and Anita's production to date as sufficient, discussing ways to insure Candy's attendance at mediation, discussing possible alternatives to mediation relative to Carl's claims; telephone conference(s) with mediator's office to confirm mediation and request that mediation packet be issued despite 3 month advance notice to mediation in anticipation of possible Court involvement compelling mediation attendance; preparation and drafting of memorandum to client providing update and requesting assistance with discovery supplementation	1.60	600.00

Sub-total Fees:	$750.00
Total Current Billing:	$750.00
Previous Balance Due:	$35,871.18
Total Now Due:	**$36,621.18**

Federal Tax ID # 76-0535052

Griffin & Matthews

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(281) 870-1124

June 30, 2016

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
6/30/2016	NES	Begin review of file materials and general preparations for mediation; telephone conference(s) with S. Mendel in connection with further analysis and evaluation of clients' positions and preparation for mediation; review memorandum from Carl's attorney, Candy and Carole as to mediation and prepare response addressing mediator's packet, telephone conference(s) with mediator to address various issues (mediation fee, Candace Curtis, alignment of parties)	3.60	1,350.00
			Sub-total Fees:	$1,350.00

Payments

6/9/2016	Payment	#1251	1,000.00	
		Sub-total Payments:	$1,000.00	

Total Current Billing:	$1,350.00
Previous Balance Due:	$36,296.18
Total Now Due:	**$37,646.18**

Federal Tax ID # 76-0535052

Griffin & Matthews

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July 31, 2016

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
7/1/2016	NES	Telephone conference(s) with client to begin discussing plan for mediation	0.40	150.00
7/5/2016	NES	Receipt and review of Plaintiff's Motion for Sanctions with Points and Authorities (115 page)	0.60	225.00
7/5/2016	NES	Receipt and review of Plaintiff's Petition for Rule 60(b)(6) Relief Final (1,000+ pages)	0.90	337.50
7/7/2016	SSG	Receipt and review of memorandum from S. Mendel regarding suit filed by Curtis in Federal court; receipt and review of 60+ page complaint naming multiple parties including NES and referencing firm; meeting with NES regarding same and strategy moving forward; subsequent receipt and review of memoranda from other defendant attorneys	1.80	765.00

Sub-total Fees: $1,477.50

Expenses

Photocopies	10.54
Sub-total Expenses:	$10.54
Total Current Billing:	$1,488.04
Previous Balance Due:	$37,646.18
Total Now Due:	**$39,134.22**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
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August 31, 2016

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
8/9/2016	NES	Telephone conference(s) with client to address status of probate litigation in light of federal court lawsuit initiated by Curtis and Munson, confirm non-representation of client in federal court matter, and continued representation in probate litigation pending additional analysis/conflicts	0.60	225.00
			Sub-total Fees:	$225.00

Payments

8/20/2016	Payment	#97444479	500.00	
		Sub-total Payments:	$500.00	
		Total Current Billing:		$225.00
		Previous Balance Due:		$38,634.22
		Total Now Due:		**$38,859.22**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

December 31, 2016

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
9/5/2016	NES	Receipt and review of C. Curtis' 25+ page Motion for Relief from Order Pursuant to Fed. R. Civ. P. 60(b)(3) with numerous exhibits, indicating Curtis' effort to undo remand to state court	0.50	187.50
10/28/2016	NES	Preparation and drafting of memorandum to Amy Brunsting to advise as to outcome of Pre-Trial Conference relative to her pending Motion to Dismiss and potential impact of hearings in Federal Court on status of Probate Court litigation	0.20	75.00
11/8/2016	NES	Preparation and drafting of follow-up memorandum to client; telephone conference(s) with Mendel; telephone conference(s) with Bayless	0.60	225.00
11/21/2016	NES	Telephone conference(s) with S. Mendel in preparation for conference call with Bayless to discuss next steps in development of Probate case, including potential settlement opportunities as between Amy, Anita and Carl	0.50	187.50
11/21/2016	NES	Conference call with S. Mendel and B. Bayless to begin process of discussing potential settlement options with Carl, Amy and Anita	0.90	337.50
			Sub-total Fees:	$1,012.50

Expenses

	Photocopies		48.96
		Sub-total Expenses:	$48.96

Payments

1/6/2017	Payment	#45217719	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$1,061.46
Previous Balance Due:	$34,678.81
Total Now Due:	**$35,740.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
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January 31, 2017

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
1/19/2017	NES	Receipt and review of memorandum from Carole Brunsting addressing issues presented in prior memorandum from S. Mendel regarding distribution of monies to beneficiaries	0.10	37.50
1/26/2017	NES	Receipt and review of memorandum from Carole Brunsting regarding lack of presentation of accounting for 2016 from Trustees, Amy and Anita	0.10	37.50
			Sub-total Fees:	$75.00

Payments

1/23/2017	Payment	#53574473	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$75.00
Previous Balance Due:	$35,640.27
Total Now Due:	**$35,715.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

March 31, 2017

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
2/9/2017	NES	Receipt and review of copy of Carole Brunsting memorandum to Mendel seeking accounting from Amy and Anita	0.10	37.50
2/23/2017	NES	Multiple memoranda to and from Mendel and Carole Brunsting regarding June 2016 - December 2016 accounting and documents, including documents Carole claims are missing from produced materials	0.60	225.00
3/2/2017	NES	Receipt and review of multiple memorandum from Mendel regarding accountings and production for September - November 2016	0.60	225.00
3/3/2017	NES	Receipt and review of additional accounting updates from Mendel for December 2016 and January 2017	0.20	75.00
3/28/2017	NES	Receipt and review of multiple memorandum from Carole Brunsting regarding her response to various accounting materials previously provided, review Mendel's response to Carole regarding same	0.20	75.00

Sub-total Fees: $637.50

Payments

3/24/2017	Payment	#71799321	100.00	

Sub-total Payments: $100.00

Total Current Billing: $637.50

Previous Balance Due: $35,515.27

Total Now Due: $36,152.77

Federal Tax ID # 76-0535052

Griffin & Matthews

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April 30, 2017

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
4/19/2017	NES	Receipt and review of memorandum from S. Mendel to Carole addressing Carole's multiple inquiries and communications about distributions and delays in case development	0.10	37.50
4/26/2017	NES	Receipt and review of latest communication from Carole Brunsting to S. Mendel demanding distribution of funds	0.10	37.50
			Sub-total Fees:	$75.00

Payments

5/3/2017	Payment	#80407458	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$75.00
Previous Balance Due:	$36,052.77
Total Now Due:	**$36,127.77**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

May 31, 2017

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
5/3/2017	NES	Receipt and review of documents, reports and filings pertaining to property accounting and tax returns	0.30	118.50
5/16/2017	NES	Telephone conference(s) with S. Mendel regarding next steps in probate court in light of dismissal of federal court claims, review recent e-mail string between Anita and Carole and discuss possible meeting between them, with S. Mendel	0.60	237.00
5/16/2017	NES	Preparation and drafting of memorandum to client to advise as to discussions with Mendel about next steps in probate court following receipt of Federal Court Order dismissing federal court suit	0.20	79.00
5/17/2017	NES	Receipt and review of reply from client with thoughts and questions relative to potential meeting with Carole and next steps in probate court	0.10	39.50
5/17/2017	NES	Preparation and drafting of extended response to client addressing client's comments and questions (summary judgment, meeting with Carole, etc); receipt and review of reply from client approving meeting with Carole, preparation and drafting of memorandum to Mendel regarding same	0.50	197.50
5/19/2017	NES	Receipt and review of memorandum from B. Bayless inquiring as to whether parties should return to discussing potential settlement options as between Carl, Amy and Anita in light of dismissal of federal court action	0.10	39.50
5/31/2017	NES	Follow-up communications with counsel (Bayless and Mendel) regarding receipt of Notice of Appeal and whether filing of Appeal impacts discussion about resumption of settlement discussions as between Carl, Amy and Anita	0.30	118.50

Sub-total Fees: $829.50

Payments

5/23/2017	Payment	#90345893	100.00

Sub-total Payments: $100.00

Total Current Billing:	$829.50
Previous Balance Due:	$36,027.77
Total Now Due:	**$36,857.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

June 30, 2017

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
6/15/2017	NES	Communicate with Bayless and Mendel regarding Bayless' request for tolling agreement relative to Carl's apparent intent to pursue amendment of pleadings to address previously discussed wiretap/invasion of privacy claims	0.40	158.00
6/19/2017	NES	Further communications with Bayless regarding supposed additional claims against Amy and Anita based on wiretapping statutes, receipt and review of Bayless' proposed tolling agreement based on upcoming statute of limitations deadline	0.30	118.50
6/23/2017	NES	Telephone conference(s) with Mendel regarding authority to proceed with tolling agreement based on Mendel's proposed revisions to Bayless' proposed agreement	0.20	79.00
6/29/2017	NES	Receipt and review of memorandum from Bayless regarding Amy and Anita signing tolling agreement	0.10	39.50

Sub-total Fees: $395.00

Payments

6/23/2017	Payment	#98827052	100.00	
		Sub-total Payments:	$100.00	

Total Current Billing: $395.00

Previous Balance Due: $36,757.27

Total Now Due: $37,152.27

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
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(281)870-1124

September 30, 2017

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
7/13/2017	NES	Receipt and review of additional communication from Bayless regarding tolling agreement and next steps	0.10	39.50
8/17/2017	NES	Receipt and review of memorandum from Carole regarding request for latest accounting	0.10	39.50
			Sub-total Fees:	$79.00

Payments

9/25/2017	Payment	#25801575	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$79.00
Previous Balance Due:	$36,852.27
Total Now Due:	**$36,931.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
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(281) 870-1124

October 31, 2017

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
9/15/2017	NES	Telephone conference(s) with Mendel; multiple memoranda to and from Mendel regarding communications with Carole and between Carole and Anita regarding options for releasing funds to assist Carole; preparation and drafting of memorandum to Amy regarding above; receipt and review of reply from Amy	0.90	355.50
9/28/2017	NES	Receipt and review of Application for Payment of Fees submitted by Greg Lester for Temporary Administrator services provided	0.20	79.00
10/24/2017	NES	Communicate with client regarding her question about responses in Court of Appeals, review Court of Appeals website for appeal in attempt to answer client's question	0.30	118.50
			Sub-total Fees:	$553.00

Payments

10/23/2017	Payment	#39133434	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$553.00
Previous Balance Due:	$36,831.27
Total Now Due:	**$37,384.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

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June 30, 2018

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
6/29/2018	NES	Communications between parties from March 2018 pertaining to accounting for Estate property	0.20	79.00
6/29/2018	NES	Communicate with Bayless and Mendel in connection with review and approval of "tolling agreement" as to Carl's wiretapping charges	0.30	118.50
			Sub-total Fees:	$197.50

Payments

6/26/2018	Payment	#9029144	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$197.50
Previous Balance Due:	$36,584.27
Total Now Due:	**$36,781.77**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

July 31, 2018

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
7/31/2018	NES	Receipt and review of Notice of Hearing of Carl Brunsting's Motion for Partial Summary Judgment	0.10	39.50
			Sub-total Fees:	$39.50

Payments

7/24/2018	Payment	#17558321	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$39.50
Previous Balance Due:	$36,681.77
Total Now Due:	**$36,721.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
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(281) 870-1124

August 31, 2018

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
8/21/2018	NES	Receipt and review of Plea in Abatement filed by Candance; review Motion for Partial Summary Judgment filed in 2015 by Carl in light of it being reset for hearing; telephone conference(s) with Bobbie Bayless regarding Plea, regarding Carl's position relative to Motion for Partial Summary Judgment, regarding possible resumption of settlement discussions; telephone conference(s) with Steve Mendel regarding above and plan for responding to Motion for Partial Summary Judgment/continuing dialogue with Bayless; preparation and drafting of status memorandum to client to address Plea and Motion; receipt and review of response from client	1.80	711.00
8/22/2018	NES	Receipt and review of memorandum from Mendel containing outline of key points and arguments to raise in proposed response to Carl's Motion for Summary Judgment; analyze and consider arguments; preparation and drafting of response to Mendel suggesting additional points and arguments to consider including in Response	1.20	474.00
8/23/2018	NES	Receipt and review of draft of proposed Motion for Continuance pertaining to Carl's Motion for Summary Judgment; preparation and drafting of response to Mendel suggesting revisions to same	0.40	158.00
8/24/2018	NES	Receipt and review of memorandum from B. Bayless, opposing idea of transforming summary judgment hearing into status conference (to address trial, scheduling and abatement)	0.10	39.50
8/28/2018	NES	Receipt and review of file-stamped copies of Motion for Continuance and Order; telephone conference(s) with Mendel's office to confirm "certificate of conference" issues, discuss status of drafting of Joint Response to Carl's Motion for Summary Judgment, address approach to presenting argument to Court during upcoming hearing	0.30	118.50
8/28/2018	NES	Receipt and review of draft of proposed Response to Carl's Motion for Summary Judgment; preparation and drafting of reply to Mendel with comments and suggested revisions; receipt and review of follow-up memorandum from Mendel with question about Affidavit	0.40	158.00
8/29/2018	NES	Preparation and drafting of response to Mendel with additional thoughts and revisions to incorporate into Response; receipt and review of revised Response from Mendel; telephone conference(s) with Mendel to address final comments and approve filing	0.60	237.00

Sub-total Fees: $1,896.00

Payments

8/20/2018	Payment	#25867906	100.00	
		Sub-total Payments:	$100.00	
		Total Current Billing:		$1,896.00
		Previous Balance Due:		$36,621.27
		Total Now Due:		**$38,517.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

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(281) 870-1124

September 30, 2018

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
9/4/2018	NES	Receipt and review of "Addendum" to Plea in Abatement filed by Candace Curtis, addressing Curtis' perspective as to relation between Abatement and hearing on Carl's Motion for Summary Judgment; preparation for hearing on Motion for Continuance and Motion for Summary Judgment set for 9/05/2018	1.60	632.00
9/4/2018	NES	Telephone conference(s) with Mendel's office to address strategy for hearing, discuss implication of Addendum filed by Curtis	0.30	118.50
9/4/2018	NES	Receipt and review of D. Brunsting's Response to C. Curtis' Plea in Abatement; Response to Joint Motion for Continuance Regarding Carl Brunsting's Motion for Partial Summary Judgment; and Objection to Attachment of Exhibit A to Defendants' Joint Response to Plaintiff's Motion for Partial Summary Judgment	0.70	276.50
9/5/2018	NES	Attend hearing on Carl's Motion for Summary Judgment and Amy/Anita's Motion for Continuance of summary judgment proceedings, discuss potential trial dates and scheduling issues with Court; preparation and drafting of statue memorandum to client	2.30	908.50
9/5/2018	NES	Follow-up conference call with Mendel and Bayless to determine next steps stemming from Court's rulings and instructions, discuss possible settlement scenarios involving Carl, allowing for pursuit of claims against Candy	0.80	316.00
9/6/2018	NES	Receipt and review of memorandum from Court (Judge Comstock) further to issues addressed during 9/5/2018 hearing	0.10	39.50
9/13/2018	NES	Discussions with counsel (B. Bayless and S. Mendel) regarding creation of Docket Control Order in accordance with Court's Order, and in advance of presentation of same to pro se parties (Candace and Carole)	0.40	158.00
9/14/2018	NES	Receipt and review of communications from Mendel and Candace relative to proposed Docket Control Order and overall dispute	0.20	79.00
9/19/2018	NES	Receipt and review of multiple communications with Court and from Carole regarding Carole's objection to mediation and issues regarding case overall and proposed DCO	0.30	118.50
9/26/2018	NES	Receipt and review of multiple communications from Court and Candace regarding Candace's objections to entire process, her objections to attorney's fees being paid out of the trust, her demand that	0.20	79.00

"evidentiary hearings" are necessary, her position that there is "nothing to discuss" and "no room for compromise"

Sub-total Fees:	$2,725.50

Payments

9/20/2018	Payment	#40720390	100.00	
		Sub-total Payments:	$100.00	

Total Current Billing:	$2,725.50
Previous Balance Due:	$38,417.27
Total Now Due:	**$41,142.77**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
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(281) 870-1124

October 31, 2018

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
10/4/2018	NES	Preparation and drafting of memorandum to client to provide update as to developments since hearing of 9/5/2018, discussing upcoming conference call with Mendel and Bayless, present series of questions for review and consideration by client	0.60	237.00
10/8/2018	NES	Receipt and review of multiple communications from Court (Judge Comstock) regarding discovery and status of Carl's Motion for Summary Judgment; 24-Page First Amended Plea in Abatement from Candace Curtis	0.40	158.00
10/9/2018	NES	Receipt and review of various memorandum from Carole and Bobbie Bayless responding to 10/8/18 communications from Judge Comstock; Meeting with Mendel to prepare joint response to Judge Comstock, identifying discover that must be completed before Carl's Motion for Summary Judgment can be heard, discussing approach to 10/10/2018 conference call with Bayless	1.10	434.50
10/10/2018	NES	Receipt and review of memorandum from client in response to questions presented in memorandum of 10/4/2018	0.10	39.50
10/10/2018	NES	Conference call with Bayless and Mendel to address potential settlement with Carl, discussing possible parameters of partial settlement to allow for pursuit of enforcement of QBD as to Candace without opposition from Carl	0.60	237.00
10/11/2018	NES	Begin reviewing prior pleadings filed by Candy as they relate to no-contest clauses and arguments against enforcement, particularly as to allegations of incompetency as time of execution of Qualified Beneficiary Designation; receipt and review of memorandum from Mendel to all parties with appraisal proposal; receipt and review of response from Bayless agreeing on behalf of Carl/Drina; receipt and review of response from Candy objecting; preparation and drafting of response to Candy requesting reconsideration of denial; preparation and drafting of status memorandum to client	1.20	474.00
10/12/2018	NES	Receipt and review of memorandum from Candace Curtis in response to request for reconsideration of refusal to mediate; receipt and review of memorandum from Carole Brunsting; preparation and drafting of proposed memorandum to Judge Comstock and communicate with Mendel regarding content	0.90	355.50
10/13/2018	NES	Communicate with Mendel regarding moving forward with depositions and potential sequence of same	0.20	79.00

Sub-total Fees:	$2,014.50

Payments

10/22/2018	Payment	#49249818	100.00	
		Sub-total Payments:	$100.00	

Total Current Billing:	$2,014.50
Previous Balance Due:	$41,042.77
Total Now Due:	**$43,057.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

November 30, 2018

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
11/27/2018	NES	Receipt and review of Notice of Deposition regarding Candace Kuntz-Freed; receipt and review of memorandum between Mendel and Bayless regarding scheduled deposition and Kuntz-Freed anticipated opposition to same, regarding Carole and Candace supposedly being open to mediation, not wanting to mediate with Judge Davidson as previously agreed/ordered; preparation and drafting of memorandum to Mendel regarding whether Kuntz-Freed should be served with subpoena, not deposition notice, whether Nelva Brunsting estate drafting file should be requested from Kuntz-Freed, providing analysis of alternative mediators suggested	0.50	197.50
11/30/2018	NES	Receipt and review of Motion to Quash Deposition of Kuntz-Freed	0.20	79.00
11/30/2018	NES	Receipt and review of memorandum from Carole Brunsting advising as to her position regarding mediation, belief that Candace is willing to mediate, indicating that Carole believes Bayless/Drina, not Candace are the impediment to mediation	0.10	39.50
			Sub-total Fees:	$316.00

Payments

11/26/2018	Payment	#57224823	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$316.00
Previous Balance Due:	$42,957.27
Total Now Due:	**$43,273.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

December 31, 2018

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

		Hours	Amount
12/10/2018 NES	Receipt and review of memorandum from Carole Brunsting regarding her efforts to contact potential mediators, her questions about efforts to depose Kunz-Freed and her "offer" to serve as executor; telephone conference(s) with Mendel discussing case strategy in light of Kunz-Freed filing Motion to Quash and for Protection relative to deposition originally set for 12/18/2018, presenting concerns about positioning Carole as executor, suggesting potential alternative means for addressing issues raised by Kunz-Freed, discussing implications of change in Judge and best method for introducing case to new Judge as part of hearing to be set on Kunz-Freed's Motion	0.90	355.50
12/11/2018 NES	Preparation and drafting of status memorandum to client addressing recent developments since last report of October 2018	0.30	118.50
12/11/2018 NES	Receipt and review of response from client [redacted]; receipt and review of memorandum from Carole Brunsting in response to issues raised in memorandum of 12/10/2018; preparation and drafting of response to Carole Brunsting seeking clarification of points raised in response	0.60	237.00
12/12/2018 NES	Receipt and review of memorandum from Carole Brunsting identifying additional issues and questions (consolidation/Candy supposedly not having claims; supposed violation of Federal Court injunction; originals of QBD documents signed by Nelva; claim that Trust documents do not allow for payment of attorneys fees); review Court records to confirm Candy's claims were brought over; review Restated Trust Agreement (Article IV) and language seemingly supporting Trustee's right to recover fees; preparation and drafting of memorandum to Mendel to coordinate response to Carole, if one; preparation and drafting of memorandum to client to forward e-mail string with Carole	0.40	158.00
12/13/2018 NES	Receipt and review of memorandum with client's comments regarding e-mail string with Carole; receipt and review of follow-up memorandum from Carol with more details about Issue 3 from her prior e-mail; preparation and drafting of response to Carole attempt to address various issues raised, discussing interaction between ancillary matters designated 401 and 402 by the Court, addressing interaction with District Court filing against Vacek & Freed	0.60	237.00
12/14/2018 NES	Receipt and review of reply from Carole asserting that 402 proceeding (Candy's claims) do not exist because Court never signed anything;	0.20	79.00

		preliminary discussion with S. Mendel regarding this issue as designation as 402 should be only required acknowledgment by Court, speculating that Carole/Candy/Rik may be confused as between the opening of the 402 proceeding and the Motion to Consolidate the District Court case (and the 402 proceeding) with the 401 proceeding, which the Court has not yet ruled on		
12/17/2018	NES	Discussion with Mendel regarding content of latest memorandum received from Carole	0.20	79.00
12/18/2018	NES	Receipt and review of copy of Anita's Motion to Compel Deposition of Candace Kunz-Freed	0.20	79.00
			Sub-total Fees:	$1,343.00

Payments

12/27/2018	Payment	#65295327	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$1,343.00
Previous Balance Due:	$43,173.27
Total Now Due:	**$44,516.27**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

January 31, 2019

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
1/3/2019	NES	Preparation and drafting of response to Carole's memorandum of 12/14/2018	0.20	79.00
1/3/2019	NES	Receipt and review of memorandum from Carole Brunsting - no interest in settlement because "I had nothing to do with starting or prolonging this"; stating that her prior counsel told her no one would be responsible for attorney's fees	0.10	39.50
1/4/2019	NES	Communicate with Mendel regarding potential ways to address issues raised in Kunz-Freed opposition to deposition as it relates to alleged privileges preventing her from being deposed	0.20	79.00
1/16/2019	NES	Receipt and review of Anita's Response to Kunz-Freed's Motion for Protective Order (to prevent deposition)	0.20	79.00
1/22/2019	NES	Receipt and review of Kunz-Freed Reply to Anita's Response	0.20	79.00
1/22/2019	NES	Preparation and drafting of Reply to Kuntz-Freed Response to Anita's Motion to Compel Deposition; communicate with Mendel regarding content and filing of same	2.20	869.00
1/24/2019	NES	Prepare for, attend and argue merits of Motion to Compel Deposition of Candace Kunz-Freed; post-deposition discussion with counsel for Kunz-Freed t[redacted]; receipt and review of copy of Court's Order regarding deposition of Kunz-Freed; receipt and review of Mendel's subsequent e-mail to counsel requesting deposition dates; receipt and review of memorandum from Carole indicating that she has writing from Court confirming that 401 and 402 were not consolidated	4.40	1,738.00
1/25/2019	NES	Preparation and drafting of response to Carole requesting copy of document she is referencing; preparation and drafting of memorandum to counsel for Kunz-Freed [redacted]; preparation and drafting of status update to client regarding hearing and deposition; preparation and drafting of proposed draft of Motion for Clarification and to Dismiss to address various issues raised by other parties seemingly unaware or ignoring Court's order consolidation of 402 and 401 proceeding, discussing Curtis' failure to prosecute claims since dismissal of Federal Court RICO proceeding, requesting relief regarding Curtis' claims as directly made or as presented to Court by Carole during recent hearings; Demand for Proper Identification of Parties and Claims filed by Curtis, with 4-page proposed Order	3.60	1,422.00

1/28/2019	NES	Receipt and review of memorandum from B. Bayless forwarding copies of filings in District Court by Freed (Motion to Dismiss), with Exhibits, Notice of Hearing and proposed Order	0.30	118.50
1/28/2019	NES	Receipt and review of memorandum from Amy regarding her mom driving to appointments including with Freed by her self as example of competence; preparation and drafting of response to Amy addressing and expanding on same, discussing recent filings by Freed and Candy, discussing Motion for Clarification that was in the process of being drafted and possible expansion of same to address Freed and Candy's filings	0.40	158.00
1/28/2019	NES	Revise and continue preparation of Amy's Motion for Clarification [redacted] in light of Carole's comments at hearing, in light of Kunz-Freed's filing of Motion to Dismiss in District Court, and in light of Candy's most recently filings; communicate with Mendel and counsel for Kunz-Freed regarding deposition as ordered per Court; telephone conference(s) with Judge Comstock regarding need for hearing on Motion in light of Kunz-Freed filing in District Court; further communication with client regarding Motion being drafted and client's thoughts about various issues	3.40	1,343.00
1/29/2019	NES	Receipt and review of Mendel's comments and suggested revisions to Motion; finalize Motion and Affidavit; prepare Notice of Hearing and file all documents; multiple memoranda to and from Mendel regarding Freed deposition and items to request in document subpoena, discussing competency issues raised by Carl/Bayless despite Bayless commentary at hearing of 1/24/19; discussing strategy for deposing Curtis subsequent to Freed deposition; receipt and review of Anita's notice joining in Amy's Motion; begin review of Carole Brunsting deposition transcript in light of commentary by Carole Brunsting during hearing of 1/24/2019	3.20	1,264.00
1/29/2019	NES	Receipt and review of Anita Brunsting's Motion to Join Amy Brunsting's Motion for Clarification and/or Motion to Dismiss	0.20	79.00
			Sub-total Fees:	$7,347.00

Expenses

1/23/2019	Harris County Probate Court #4 Responses	2.06
1/29/2019	Harris County Probate Court #4 Motion	2.06
1/29/2019	Harris County Probate Court #4 Notice of Hearing	2.06
	Sub-total Expenses:	$6.18

Payments

1/21/2019	Payment	#73527109	100.00	
			Sub-total Payments:	$100.00

Total Current Billing:	$7,353.18
Previous Balance Due:	$44,416.27
Total Now Due:	**$51,769.45**

Federal Tax ID # 76-0535052

Griffin & Matthews

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(281) 870-1124

April 30, 2019

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
2/1/2019	NES	Review Restated Trust, August QBD, and Petitions filed by Carl and Candy from inception to current, prepare summary chart reflecting claims, terms of triggering events for no contest clauses, and events identified by Courts via case law as not triggering no contest clauses; preparation and drafting of memorandum to Mendel to forward and share same, discuss above as potential area to cover in Freed deposition	2.10	829.50
2/4/2019	NES	Receipt and review of Curtis' Response to Amy's Motion to Clarify with voluminous exhibits; work on new Chart summarizing key terms and provisions relative to Nelva's Will, the Restated Trust, the First Amendment to Restated Trust, and both QBDs in preparation for Thursday's hearing so as to be able to address with Court the workings of the Trust relative to the claims asserted by Carl and Candy (for example, distributions able to be made in unequal amounts, or to some but not all); preparation and drafting of summary chart of Estate Code and Trust Code provisions addressing subject matter jurisdiction in light of Candy's position that Probate Court lacks jurisdiction; summarizing elements and exceptions to "dominant jurisdiction" theory to negate Candy's continuing allegation that case should be "returned" to federal court; initiate preparation and drafting of Reply to Candy's Response	5.70	2,251.50
2/5/2019	NES	Receipt and review of Vacek & Freed's Response to Amy's Motion to Clarify; Receipt and review of Bayless' response to Amy's Motion to Clarify; finalize draft of proposed Reply to Candy's Response; preparation and drafting of memorandum to Mendel regarding draft Reply	1.90	750.50
2/6/2019	NES	Prepare for 2/07/2019 hearing on Motion, including outline of argument talking points both in support of Motion and to refute Responses and other filings by Freed, Candy, and Carl	1.80	711.00
2/6/2019	SSG	Work with NES to assist in preparation for hearing; review pleadings, motions and responses; discussion regarding academics and presentation strategy	1.90	855.00
2/7/2019	SSG	Meeting with NES to discuss [redacted]; discussion regarding deposition, briefing, academic challenges and going forward matters	0.70	315.00
2/7/2019	NES	Travel to and attend hearing on Motion to address 4 key issues; post-hearing meeting with Bayless to address next steps in District	4.30	1,698.50

		Court action depending on Court's ruling on transfer, discussing issues regarding Carl's claims and allegations against Amy (claiming that Amy directly "bullied" Nelva into making changes to Trust Documents; preparation and drafting of memorandum to client to address and summarize outcome of hearing; preparation and drafting of memorandum to C. Curtis regarding Court's instructions at hearing and related deadlines; perform preliminary review of Texas Rule of Evidence 503(d)(4) in light of Court's request for briefing on this Rule; preparation and drafting of memorandum to Court seeking further instruction about option to brief other portions of Rule 503 that are potentially applicable; receipt and review of Court's response allowing additional briefing		
2/11/2019	NES	Receipt and review of memorandum from R. Munson in partial response to Court's deadlines and instructions regarding additional briefing	0.10	39.50
2/14/2019	NES	Receipt and review of two Orders from the Court addressing 2 of 4 issues discussed during hearing of 2/07/2019; receipt and review of Notice of Deposition relative to Kunz-Freed and memorandum from counsel (C. Reed) agreeing to accept service of same; preparation and drafting of status memorandum to client regarding Orders, outstanding issues not yet ruled on by Court (control over lawsuit against Kunz-Freed), addressing possible relation between remaining issues and requested briefing, asking client for information to assist in preparing for deposition of Kunz-Freed	0.60	237.00
2/18/2019	SSG	Review and discuss regarding upcoming matters related to case development and efficiencies in crafting and supporting motions and potential counterclaims as between trustees/executors	0.40	180.00
2/18/2019	NES	Continue research on attorney-client privilege issues specific to Court's instructions for March 1 briefing, reviewing issues of standing of beneficiaries file suit against drafting attorney in comparison to estate's standing to do so, examine "misrepresentation" claims for non-clients; communicate with Mendel regarding same	2.20	869.00
2/20/2019	NES	Receipt and review of memorandum from Mendel with draft of proposed Requests for Production to Curtis	0.20	79.00
2/22/2019	NES	Receipt and review of filings from Candy Curtis including Objection to Motion for Farm Appraisal, Demand for Accounting, Notice of Intent to Participate in Deposition (of Kunz-Freed), and Memorandum regarding application of Texas Rule of Evidence 503 to Kunz-Freed deposition; preparation and drafting of third follow-up memorandum to client to address issues stemming from hearing of 2/07/2019	0.30	118.50
2/25/2019	NES	Prepare for meeting with S. Mendel to address plan for preparing briefing materials on attorney-client privilege, plan for preparing for deposition of Kunz-Freed, and plan for filing affirmative claims on to trigger forfeiture clauses, alternative claims against Vacek & Freed & misrepresentation claims for Amy & Anita; telephone conference(s) with client to address above, obtain client's approval to waive privilege (if it is determined to apply); meeting with S. Mendel to address above issues	3.20	1,264.00
2/25/2019	SSG	Meeting with NES to discuss and review context of meeting with counsel; discussion regarding division of responsibilities and efficiencies; discussion regarding strategic and academic issues and	0.60	270.00

		Vacek & Freed during the course of District Court malpractice case, start preparing outline for Freed deposition relative to materials reviewed		
3/15/2019	NES	Preparation and drafting of memorandum to C. Reed authorizing production of Amy's communications with Freed and indicating waiver of any privilege applicable to documents	0.10	39.50
3/18/2019	NES	Preparation and drafting of follow-up memorandum to C. Reed to address production of approved communications to other parties relative to upcoming deposition	0.10	39.50
3/18/2019	NES	Receipt and review of memorandum from Bayless inquiring as to whether any issues need to be scheduled for hearing prior to beginning of Freed deposition; preparation and drafting of response as to Amy's waiver and no necessity for hearing on privilege issues	0.20	79.00
3/19/2019	SSG	Work with NES on review of documents and preparation for deposition	2.40	1,080.00
3/19/2019	NES	Multiple telephone conversations with Mendel in regarding to issues to be addressed during Freed deposition; preparation and drafting of memorandum to all parties as to waiver of privilege if/as applicable to communications between Amy and Freed; receipt and review of memorandum from C. Reed regarding official supplementation of Freed's prior document production; continue efforts to review 2500+ documents received from C. Reed (Freed's production as to Nelva, not as to Amy & Anita as previously reviewed) and continued preparation of deposition outline for Freed's deposition	6.20	2,449.00
3/20/2019	NES	Pre-deposition meeting with Mendel further to aligning strategy for conduct of deposition; Attend and participate in Deposition of Candace Kunz-Freed; Post-deposition discussion with attorneys regarding protocol for reconvening deposition as it was not completed during Day 1; receipt and review of hand-delivered copy of Curtis' "Application for Orders to Show Cause Why Defendants and Their Counsel Should Not Be Held in Contempt of This Court's Injunctive Orders" filed in previous remanded and closed federal court proceeding before Judge Hoyt	8.60	3,397.00
3/23/2019	NES	Review Judge Hoyt/Federal Court rulings prior to remand, obtain copy of 10/03/2013 Order requiring Curtis to obtain legal counsel; preparation and drafting of memorandum to Mendel suggesting strategy for addressing recent Federal Court filing by Curtis	0.40	158.00
3/25/2019	NES	Receipt and review of response from Mendel together with outline of possible settlement proposal excluding Candy, to potentially be offered to Carl and Carole; preparation and drafting of response to Mendel with concerns about potential settlement proposal and possible alternative approach	0.30	118.50
4/16/2019	NES	Receipt and review of Affidavit of Candace Louise Curtis in Support of Application for Orders to Show Cause	0.40	158.00
4/22/2019	NES	Initiate preparation of Motion for Contempt and Sanctions against Curtis in light of her recent filing in closed Federal Court case with Judge Hoyt	1.20	474.00
			Sub-total Fees:	$24,701.50

		timing for filings		
2/26/2019	NES	Receipt and review of memorandum from C. Reed indicating that production of Freed records also implicates privileges owed by Freed to Amy and Anita pursuant to direct representation of each, providing copy of proposed waiver; communicate with Mendel and with client regarding same, advised by client that yes there were direct communications with Freed and that client will provide copies of same; initiate sections of Amy and Anita's Joint Brief responding to attorney-client privilege issues addressed by Court per division of labor as to brief's content as agreed during meeting of 2/25/2019	3.80	1,501.00
2/27/2019	NES	Work with Mendel on issues regarding discovery requests Mendel is preparing and considering issuing to Curtis; receipt and review of communications between Judge Comstock and B. Bayless regarding implementation of transfer of District Court proceeding to Probate Court and status of 3/8 hearing noticed prior to transfer	0.60	237.00
2/28/2019	NES	Receipt and review of Mendel's comments to Amy's section of proposed Brief plus review of Anita's sections; telephone conference(s) with Mendel regarding content and comments; revise, finalize and prepared Brief for filing; further discussions with counsel and Court regarding implementation of transfer of District Court proceeding	2.20	869.00
3/1/2019	NES	Receipt and review of Notice of Order on Motion to Transfer District Court Proceedings to Probate Court 4 with Proposed Order	0.30	118.50
3/1/2019	NES	Receipt and review of C. Brunsting's Brief Concerning Attorney-Client Privilege issues with regard to the deposition of C. Freed	0.30	118.50
3/6/2019	NES	Receipt and review of Candace Kunz-Freed's Response to Anita Brunsting's Subpoena Duces Tecum with 2,000+ pages of responsive documents	1.60	632.00
3/7/2019	NES	Attend hearing on Motion for Farm Appraisal (granted), due to Curtis' objection to same (Curtis did not appear at hearing); post-hearing discussion regarding ongoing attorney-client privilege issues, including now issues that relate to communications between Freed and Amy/Anita; agree that all such documents will be produced to Amy/Anita for review and either waiver or submission of privilege log; preparation and drafting of memorandum to client regarding above and modification of prior project to be undertaken by client to review her files and obtain, copy and forward all communications with Freed, discuss receipt of documents from Freed's counsel (not yet reviewed) and provide copies of same to client	1.40	553.00
3/11/2019	NES	Review and analyze documents received from C. Reed relative to communications with and between Freed and Amy/Anita is it relates to potential production and waiver of privilege; communicate with Mendel to determine Anita's position on waiver and production	1.20	474.00
3/12/2019	NES	Receive authorization from Amy to produce/waive documents received from Freed; discussion with Mendel as to method for production, independently or via Freed	0.20	79.00
3/14/2019	NES	Begin reviewing voluminous documents provided by Bayless constituting production obtained via pre-suit deposition notice to Carole and/or from	4.20	1,659.00

Expenses

	Photocopies	32.64
2/1/2019	Color Copy Charges	9.18
2/5/2019	Harris County Probate Court #4	2.06
3/1/2019	Harris County Probate Court #4 - Brief	2.06
3/20/2019	Southwest Reporting Service	1,799.93
	Sub-total Expenses:	$1,845.87

Payments

2/20/2019	Payment	#81428291	100.00	
3/19/2019	Payment	#89374204	100.00	
4/23/2019	Payment	#97915662	100.00	
		Sub-total Payments:	$300.00	

Total Current Billing:	$26,547.37
Previous Balance Due:	$51,469.45
Total Now Due:	**$78,016.82**

Federal Tax ID # 76-0535052

Griffin & Matthews

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Houston, TX 77079
(281) 870-1124

June 30, 2019

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
5/2/2019	NES	Telephone conference(s) with Carole Brunsting regarding continuation of Freed deposition, discussing reports and accountings, inquiring as to Carole's recollections as to reasons mother made changes as to Carl and Candy, her belief as to persons "at fault" during to arrogance, failure to communicate and similar	0.70	276.50
5/8/2019	NES	Receipt and review of e-mail from Rick Munson providing copy of Notice of Setting suggesting telephonic conference has been scheduled for today with Judge Hoyt; review Court's online Docket Sheet to determine if hearing was held and outcome of same (no minute entries yet), call Judge Hoyt's Case Manager and leave message regarding above; discussion with S. Mendel, preparation of follow-up memorandum to Case Manager further to voicemail, obtain S. Mendel's comments and approval to send same, finalize and send memorandum to Case Manager	0.80	316.00
5/8/2019	NES	Continue preparation of Motion for Contempt and for Sanctions to be filed against Curtis; preparation and drafting of memorandum to Mendel to determine if Anita wants to join in Motion, or if Amy should proceed independently on this issue	2.60	1,027.00
5/14/2019	NES	Receipt and review of memorandum from Mendel with comments to proposed Motion for Contempt; review Federal Court file to confirm outcome of 5/08/2019 hearing with Judge Hoyt; preparation and drafting of memorandum to C. Reed to address reconvening Freed deposition, with follow-up telephone call with C. Reed regarding same and e-mail communication with Mendel; communicate with Court regarding hearing or submission options relative to Motion; preparation and drafting of status report to client as to developments since Day 1 of Freed deposition, discussing next steps and additional information needed from client; prepare Attorney's Fees Affidavit for inclusion with Motion for Contempt; communicate with Bayless regarding Freed deposition	2.60	1,027.00
5/17/2019	NES	Receipt and review of Notice of Intention to Continue the Deposition of C. Kunz-Freed	0.20	79.00
5/17/2019	NES	Telephone conference(s) with co-defendant, Carole Brunsting regarding supposed conversation with sister Candy - Candy supposedly wants to give up case, but Rik Munson is writing response to Motion for Contempt, Candy supposedly talked to old friend (Charles Seymore?) who per Candy is former Judge, and per Carole, was told to apologize	1.30	513.50

		to Court and attorneys for conduct, and to be very careful how she proceeds; communicate with client to provide update regarding above		
5/20/2019	NES	Preparation and drafting of memorandum to Mendel with two proposed Requests for Production to be sent to Carole and Candy seeking communications between them about the lawsuits	0.20	79.00
5/21/2019	NES	Preparation and drafting of proposed draft of Original Counterclaims to assert against Carl and Candy; preparation and drafting of memorandum to Mendel to discuss proposed filing, whether Anita will join as co-trustee and related issues	2.70	1,066.50
6/7/2019	NES	Receipt and review of multiple memorandum between Anita and other parties, between Mendel and other parties pertaining to 2018 accounting files	0.40	158.00
6/12/2019	NES	Receipt and review of Curtis' Response to Amy's Motion for Contempt styled as "Response to the Fiduciary's Application for the Beneficiary to be Held in Contempt for Seeking to Enforce the Injunction Commanding the Trustee to Perform a Fiduciary Duty Owed to The Beneficiary with Petition for Partial Summary or Declaratory Judgment" including exhibits (Original Trust, Restated Trust and e-mail from Nelva to Anita dated 6/0/2008 regarding Elmer's supposed incompetence)	0.60	237.00
6/14/2019	NES	Receipt and review of memorandum from Court regarding instructions about upcoming hearing, follow-up communication with Court regarding same; preparation and drafting of memorandum to all parties to confirm availability in accordance with Court's instructions; receipt and review of responses from all parties; preparation and drafting of follow-up memorandum to Court to advise as to all parties confirming availability	0.40	158.00
6/24/2019	NES	Multiple memoranda to and from Court and client regarding Day 2 of Freed deposition and upcoming hearing on Motion for Contempt/Sanctions	0.40	158.00
6/25/2019	NES	Initiate review of Freed deposition transcript from Day 1 of deposition in connection with preparation for Day 2 of deposition	3.20	1,264.00
6/26/2019	NES	Continue preparation for Day 2 of Freed deposition, including call with Mendel relative to areas of concerns from Day 1 (objections from Bayless) and options for addressing concerns during Day 2	2.40	948.00
6/27/2019	NES	Attend and participate in Day 2 of Candace Freed Deposition	5.80	2,291.00
6/28/2019	NES	Prepare for hearing on Motion for Contempt/Sanctions	0.70	276.50
6/28/2019	NES	Attend and participate in hearing on Motion for Contempt/Sanctions	1.60	632.00
			Sub-total Fees:	$10,507.00

Expenses

5/15/2019	Harris County Probate Court No. 4 - Motion for Sanctions and/or Contempt	2.06
5/21/2019	Harris County Probate Court No. 4 - Notice of Hearing	2.06

6/27/2019	NES - Parking			8.00
6/28/2019	NES - Parking			6.00
			Sub-total Expenses:	$18.12

Payments

6/19/2019	Payment	#39481205	1,000.00	
6/24/2019	Payment	#40911938	200.00	
			Sub-total Payments: $1,200.00	

Total Current Billing:	$10,525.12
Previous Balance Due:	$76,716.82
Total Now Due:	**$87,241.94**

Federal Tax ID # 76-0535052

Griffin & Matthews

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(281) 870-1124

July 31, 2019

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
7/1/2019	NES	Receipt and review of documents from Cory Reed [redacted]	0.30	118.50
7/2/2019	NES	Preparation and drafting of memorandum to client to provide update as to last week's deposition and hearing, discuss possible next steps	0.20	79.00
7/3/2019	NES	Receipt and review of response from client (n/c); confirm requirements for content of finding/order of contempt; preparation and drafting of proposed Order on Motion to Compel/for Sanctions consistent with Court's instructions at 6/28/2019 hearing, and procedural requirements for finding of contempt	1.10	434.50
7/9/2019	NES	Receipt and review of 6-page "Memorandum on Appointing an Administrator" as filed by Candace Curtis, and receipt and review of 8-page proposed Findings of Fact, Conclusions of Law and Order after Hearing as filed by Candace Curtis in relation to 6/28/2019 hearing on Motion for Contempt/Sanctions	0.60	237.00
7/11/2019	NES	Telephone conference(s) with Mendel's office regarding reasoning behind not responding to Curtis' recent filings at this time, discussing summary judgment issues, whether affirmative claims should be filed, whether Curtis deposition is needed at this time; review various drafts and communications regarding tolling agreement from 6/30/19 - 7/11/2019, culminating in execution and exchange of signed tolling agreement	0.60	237.00
7/23/2019	NES	Receipt and review of Court's Order Granting Motion for Contempt and Sanctions; communicate with client regarding same	0.30	118.50
7/25/2019	NES	Multiple memoranda to and from Mendel and Bayless, and with client regarding grievance filed by Drina against Featherstone and implications of same on further development and plan for case	0.40	158.00

Sub-total Fees: $1,382.50

Expenses

5/31/2019	United States District Court	5.70
6/30/2019	United States District Court	0.70
7/3/2019	Harris County Probate Court # 4 - Motion for Sanctions	2.06

and/or Contempt

Sub-total Expenses:	$8.46

Payments

7/25/2019	Payment	#4910942	200.00	
		Sub-total Payments:	$200.00	

Total Current Billing:	$1,390.96
Previous Balance Due:	$87,041.94
Total Now Due:	**$88,432.90**

Federal Tax ID # 76-0535052

Griffin & Matthews

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(281) 870-1124

October 31, 2019

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
8/12/2019	NES	Receive message that Carole Brunsting called suggesting that "everyone" is on board to attend mediation; multiple communications with S. Mendel and B. Bayless as to whether either has any knowledge of agreed-to mediation, advised (by Bayless) of possible involvement of Charles Seymore and "flexible mediation", begin discussing respective experiences with/evaluation of Seymore, discuss belief of prior connection between Candy and Seymore	0.60	237.00
8/13/2019	NES	Discussion with Mendel as to status of review of proposed Counterclaims against Carl and Candy, relative to potential mediation; further discussing Mendel's perspective regarding Seymore and prior connection to Candy	0.20	79.00
8/14/2019	NES	Additional communications with Bayless and Mendel regarding possibility of mediation with Seymore	0.20	79.00
8/14/2019	NES	Multiple communications with client regarding conversations between Anita and Carole, issues regarding mediation, possible selection of mediators, preferred outcome of litigation relative to Candy and Carl, further discussions issues regarding monies distributed to client by Anita (at mom's instruction) and Carl's position regarding those distributions	0.40	158.00
8/15/2019	NES	Receipt and review of copy of memorandum from Carole Brunsting to all siblings and counsel regarding mediation, and mediation fees, receipt and review of responses from Amy and Anita directly to Carole, Seymore and other parties agreeing to mediation with Seymore, receipt and review of additional communications from Bayless resisting idea of mediation, expressing concerns about arrangement being proposed	0.30	118.50
8/16/2019	NES	Communicate with client regarding evaluation and perspective as to proposed mediation, how mediation might impact prior discussions with client about her preferred outcome	0.40	158.00
8/19/2019	NES	Receipt and review of memorandum from Mendel to Firm and to Bayless outlining list of proposed issues that should be addressed with Seymore regarding potential mediation	0.10	39.50
9/4/2019	NES	Communicate with client to confirm that there has been no contact with Candy, no indication that fees or penalties have been paid per Court's contempt order, providing instruction to contact/talk with Seymore	0.10	39.50
9/5/2019	NES	Telephone conference(s) with Seymore regarding case facts, his	1.10	434.50

		connection to Candy, how he was approached (by Carole/Candy), his thoughts on how he would proceed with mediation if all agreed, discussing conditions to mediation from Amy's perspective, addressing case facts/Lester Report, discussing recent contempt order, discussing fee structure relative to Amy/Anita being "one party" as co-trustees, stating openness to mediation, pending response as to conditions and results of Seymore pending conversations with Bayless and Mendel; preparation and drafting of memorandum to client to confirm conversation with Seymore; preparation and drafting of memorandum to Mendel summarizing key points of conversation so that Mendel can confirm positions taken		
9/10/2019	NES	Multiple communications to and from Bayless regarding Seymore conversation of 9/5/2019, her communications with Seymore, her concerns regarding mediation/mediation with Seymore	0.60	237.00
9/17/2019	NES	Further communication from and with Bayless indicating no further contact or follow-up from Seymore, indicating whether cost might be a potential factor if Candy/Carole have decided not to proceed	0.10	39.50
9/26/2019	NES	Receipt and review of memorandum from Seymore advising as to "unanimous agreement" of siblings in favor of mediation, advising that fee has been lowered to $1,000 per side; receipt and review of multiple additional communications from Bayless regarding absence of unanimous agreement of siblings, at least from Carl perspective, learning that Carole is the one who spoke/misspoke as to "unanimous agreement" of siblings	0.30	118.50
10/2/2019	NES	Multiple memorandum to and from Bayless and Mendel pertaining to alleged direct communications between Candy and Carl/Drina regarding settlement	0.10	39.50
10/3/2019	NES	Receipt and review of multiple memorandum from Bayless regarding supposed conversations between proposed mediator (Seymore) and Amy/Anita, regarding which parties have/have not agreed to mediate with Seymore	0.10	39.50
10/7/2019	NES	Receipt and review copy of memorandum from Bayless to Seymore (all parties) indicating that Carl/Drina agree to mediation	0.10	39.50
10/10/2019	NES	Receipt and review of memorandum from Mendel providing copy of Seymore's memorandum to Mendel explaining Candy's position regarding attorney's fees; receipt and review of copy of Mendel's response to Seymore	0.10	39.50
10/15/2019	NES	Receipt and review of memorandum from Seymore proposing that all invoices pertaining to Amy and Anita's respective attorney's fees be produced for his review and consideration; receipt and review of Mendel's response to Seymore opposing request	0.10	39.50
10/16/2019	NES	Receipt and review of Motion to Appoint Personal Representative of Administrator, filed by Candace Kunz-Freed	0.20	79.00
10/22/2019	NES	Receipt and review of client's memorandum of 10/18/19 and prepare comprehensive response evaluating latest Vacek & Freed motion, potential for mediation, and possible path forward	0.80	316.00

10/22/2019 NES	Receipt and review of memorandum from Mendel regarding concerns [redacted] receipt and review of memorandum from Mendel with proposed redlines/revisions to Original Counterclaims; telephone conference(s) with Mendel regarding various issues - potential Rule 408 Settlement Offer and possible content of same; Amended Answer being prepared by Mendel; approach to responding to Vacek & Freed's Motion to Appoint Personal Representative; Curtis' ongoing contempt and potential for second motion for contempt, discussing division of labor on projects by Firms and coordinating/timing/logistics for completing and filing documents; Initiate drafting of revised Original Counterclaims based on comments received from and discussions with Mendel	1.30	513.50
10/28/2019 NES	Receipt and review of draft of proposed Second Amended Answer from Mendel; receipt and review of memorandum from Mendel forwarding and discussing spreadsheet obtained from Anita, supposedly prepared by Curtis and circulated among certain siblings/sent to Seymore; receipt and review of memorandum from Mendel with summary and supporting materials received in connection with Farm appraisal	0.60	237.00
10/29/2019 NES	Receipt and review of memorandum from Seymore regarding his review of "chart of distributions" and need to discuss to determine potential parameters of settlement; receipt and review of copy of Mendel's response indicating that chart has never been previously produced and that chart appears to be inaccurate	0.10	39.50
		Sub-total Fees:	$3,120.50

Payments

8/20/2019	Payment	#56811107	200.00	
9/20/2019	Payment	#64646639	200.00	
10/21/2019	Payment	#72253533	200.00	
		Sub-total Payments:	$600.00	

Total Current Billing:	$3,120.50
Previous Balance Due:	$87,832.90
Total Now Due:	**$90,953.40**

Griffin & Matthews

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November 30, 2019

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
11/4/2019	NES	Telephone conference(s) with S. Mendel further to draft of Amended Answer for Co-Trustees, suggesting revisions to same; discuss plan for proceeding with Response to Motion to Appoint Personal Representative, finalizing Original Counterclaims, deadline with Curtis' ongoing contempt, and possibility of asserting claims against Vacek & Freed; preparation and drafting of draft of proposed Response to Vacek & Freed Motion to Appoint Personal Representative, receive approval from Mendel regarding content of same; receive draft of settlement proposal and propose edits/address questions about content	3.60	1,422.00
11/5/2019	NES	Preparation and drafting of Motion for Second Contempt with proposed Order; telephone conference(s) with client regarding recent developments and strategy/authority to proceed; preparation and drafting of memorandum to Judge Seymore to address questions about proposed mediation; telephone conference from Judge Seymore to address questions and other factors pertaining to mediation; telephone conference(s) with S. Mendel further to conversation with Seymore and Seymore's requested meeting to discuss attorney's fees incurred by both firms; receipt and review of memorandum from Bayless regarding mediation; preparation and drafting of response to Bayless addressing mediation and inquiring as to her/Carl's position regarding tomorrow's hearing on Vacek & Freed motion; receipt and review of revised draft of proposed Rule 408 Offer prepared by Mendel; preparation and drafting of response with additional thoughts; receipt and review of copy of memorandum from Mendel to Curtis requesting deposition dates in event mediation not successful by late November/early December; preparation and drafting of memorandum to client providing update as to today's developments, discussing Farm appraisal and Spreadsheet received from Mendel on 10/28/2019	4.80	1,896.00
11/6/2019	NES	Travel to and attend hearing on Vacek & Freed Motion to Appoint Executor - hearing did not proceed in light of court reporter issues, matters discussed between and among parties pertaining to mediation, further pursuit of claim against Vacek & Freed, Court's perspective regarding resetting hearing	1.60	632.00
11/7/2019	NES	Preparation and drafting of Status Report to client in light of developments at non-hearing of 11/06/2019, in response to client's memorandum of 11/05/2019	0.10	39.50
11/7/2019	NES	Exchange e-mails with Mendel and Bayless regarding Curtis deposition [redacted]	0.10	39.50

11/13/2019 NES	Prepare for meeting with Judge Seymore, including by reviewing and redacting Firm invoices from inception of retention through October 2019, as requested by Judge Seymore, preparation and drafting of correspondence to Judge Seymore presenting invoices as confidential and mediator's eyes only, presenting scope of authority to discuss content; prepare outline for issues pertaining to Trust provisions dealing with no-contest issues and Trustee's recovery of attorneys' fees, as requested by Judge Seymore	1.80	711.00
11/13/2019 NES	Telephone conference(s) with Mendel to discuss approach to meeting with Seymore; discussing scope of alleged unauthorized/unequal distribution claims by Carl/Candy; review pleadings to confirm scope of complained of transactions; attend meeting with Mendel and Seymore as part of mediation process, provide Seymore with proposed settlement offer to covey to Carl, Candy and Carole	1.60	632.00
11/18/2019 NES	Receipt and review of Notice of Appearance filed by new counsel for Candy Curtis on 11/15/2019, receipt and review of multiple memorandum to and from Mendel and Mediator on 11/17/2019 and 11/18/2019 regarding Notice of Appearance and its potential impact on mediation; Investigate new counsel online (news articles, blog posts, etc.); telephone conference(s) with Mills Shirley to determine if attorney worked for Mills Shirley during time Mills Shirley represented Amy and Anita, telephone conference(s) with Court regarding previously filed Motion for Second Contempt; preparation and drafting of Notice of Hearing regarding same; communicate with Mendel regarding Motion for Second Contempt and proceeding with deposition notice to Curtis in accordance with recent e-mail to Curtis regarding same; preparation and drafting of memorandum to Bayless to determine if mediator has been in contact regarding settlement proposal, to determine if Bayless has any past interaction with new counsel; preparation and drafting of status memorandum to Amy regarding same; receipt and review of response from Bayless	1.40	553.00
11/18/2019 NES	Further communications with client in response to earlier update, including obtaining copies of November 2019 e-mails written directly to siblings by Candy and by Carole; conference call with Mendel and mediator (Seymore) - Seymore advises that despite Candy's retention of counsel, he has permission to still directly negotiate with Candy, discussing Seymore's evaluation of Joint Offer from Amy/Anita and fact that it was not fully presented to Candy, Carl or Carole, discussing parameters of how Seymore believes Joint Offer should be revised to make it more palatable to Candy (and Carl), confirm that Seymore's parameters have not been presented, agreed to or approved by Carl, Candy or Carole; post-call follow-up call with Mendel	1.60	632.00
11/18/2019 NES	Further discussions with Amy regarding issues raised in status memorandum, including receipt of recent e-mail string from Carole and Candy directly to other siblings; participate in Mediator's requested conference call with Mediator and Mendel to discuss response to Joint Offer, to discuss status of Mediator's alleged discussions with Candy, Carole and Bayless and his position of their respective positions - proposing his version of a settlement offer that he thinks others would accept, if Amy and Anita accept first - discussion regarding concerns about process in which Mediator is handling negotiations, attempt to	1.70	671.50

	explain further facts and law in light of Candy's efforts to justify the "logic" of her response to Joint Offer		
11/19/2019 NES	Receipt and review of e-mails from and between Mendel and Seymore from late-evening on 11/18/2019 in response to issues discussed during 11/18 conference call (including copy of handwritten letter from Nelva to Candy that Candy is relying on to support her belief that she was not supposed to have a trustee over her money); Receipt and review of 57-page Bill of Review filed by Curtis (through new counsel, Schwager); preparation and drafting of response to Schwager regarding incorrect allegation of disingenuousness, providing proof/confirmation of truth of comments, requesting withdrawal of allegation, or clarification as to basis for same; consider content of Bill of Review, outline key points of same, noting glaring omission of any Curtis/Ostrom filed documents in federal court proceeding	2.20	869.00
11/20/2019 NES	Receipt and review of memorandum from mediator, Seymore, again stating belief that Candy/Carole have "litigation fatigue" and want to settle, providing written confirmation of key points of Candy's response to Joint Offer, as originally communicated by Seymore during conference call phone call of 11/18/2019, and advising that he will begin readying Bill of Review; preparation and drafting of response to Seymore with additional information pertaining to matters addressed in Bill of Review, discussing concerns as to whether mediation is being pursued in good faith; preparation and drafting of status report to client regarding above, suggesting that Candy's response as presented by Seymore be considered a "counter-offer"	0.80	316.00
11/20/2019 NES	Telephone conference(s) with Bayless in light of concerns that Seymore has not fully and completely presented terms of offers/counter-offers, confirm with Bayless that (per Bayless) terms of Amy/Anita's offer were not fully or accurately presented and that Candy's response was never presented to Bayless, discuss deal terms that were supposed to have been presented and Bayless' thoughts and perspectives regarding same; discuss concerns Bayless has regarding Vacek & Freed litigation (Motion for Sanctions filed against them/Carl and costs/expenses incurred by Carl in pursuing same), discussing Candy's retention of counsel, potential impact on mediation and Bill of Review issues, advised by Bayless that during RICO case, Ostrom claimed to have papertrail to confirm remand was with Candy's knowledge and consent	1.20	474.00
11/22/2019 NES	Receipt and review of client's 11/20/2019 reply to memorandum of same date; receipt and review of memorandum from Seymore withdrawing as mediator; preparation and drafting of response to Seymore further to withdrawal and "clarifying" certain issues regarding concerns as to accuracy and completeness of presentation of offers and counteroffers; receipt and review of reply from Seymore confirming concerns; preparation and drafting of memorandum to Mendel summarizing 11/20/2019 telephone conference with Bayless	0.60	237.00
11/25/2019 NES	Telephone conference(s) with Bayless further to issues discussed during call of 11/20/2019 and per her request for same in light of 11/22/2019 communications with and from Seymore, discussing Bayless' understanding as to Carole's current state of mind and whether it may assist in negotiating a settlement as between Carl, Amy, Anita	0.80	316.00

		and Carole; preparation and drafting of status report to client in light of above and in response to her reply of 11/20/2019		
11/26/2019	NES	Receipt and review of response from client as to issues addressed in memorandum of 11/25/2019, including additional communications siblings have received from Candy; review and analyze spreadsheet prepared by Anita that sets out Assets as of 11/20/2019 and [redacted]; preparation and drafting of response to Amy to determine [redacted] receipt and review of response indicating [redacted]	0.20	79.00
11/27/2019	NES	Telephone conference(s) with Mendel further to recent events, regarding issues addressed in memorandum of 11/22/2019; Mendel's thoughts on [redacted]	0.20	79.00

Sub-total Fees: $9,598.50

Expenses

	Photocopies	11.39
11/4/2019	Harris County Probate Court #4 - CounterClaim to Lawsuit Motions	174.91

Sub-total Expenses: $186.30

Payments

12/4/2019	Payment	#80355287	200.00

Sub-total Payments: $200.00

Total Current Billing: $9,784.80

Previous Balance Due: $90,753.40

Total Now Due: $100,538.20

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January 31, 2020

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
12/12/2019	NES	Telephone conference(s) with Mendel, [redacted] discussed issues to convey to court [redacted] as to sanctions, as to Bill of Review, and as to prior mediation efforts via Seymore; confirm that Mendel had received Anita's 11/21/2019 spreadsheet, discuss how and when spreadsheet can be turned into offer to siblings - discuss Mendel thinking that [redacted]	0.30	118.50
1/10/2020	NES	Prepare for hearing, travel to and attend hearing on Vacek & Freed's Motion to Appoint	2.40	948.00
1/13/2020	NES	Preparation and drafting of memorandum to Mendel suggesting additional point to include in proposed Order following Friday's hearing; telephone conference(s) with Mendel regarding same, regarding draft settlement proposal and discussion whether to issue now or hold for mediation, discussing e-mail sent by Candy to Amy and Anita over the weekend and Mendel's conversation with Anita regarding same; preparation and drafting of memorandum to Amy in light of Candy's e-mail and Friday's hearing; preparation and drafting of memorandum to Candy's counsel (Schwager) regarding prior communications with Seymore post-withdrawal as mediator in light of content of Candy's e-mail	0.60	237.00
1/14/2020	NES	Receipt and review of memorandum from client indicating preference to return to Seymore as mediator rather than Davidson; communicate with Mendel regarding similar instruction he received from Anita and next steps in terms of presenting same to other parties and counsel	0.20	79.00
1/16/2020	NES	Receipt and review of additional filings by Candy (13-page Objection to First Supplemental Petition filed as to Vacek and Freed, and 17-page Answer to Original Counterclaims against Candy)	0.60	237.00
1/24/2020	NES	Receipt and review of memorandum from client with copy of direct correspondence client received from Candy, and client's position regarding same	0.10	39.50
1/27/2020	NES	Multiple memorandum to and from Bayless, Mendel and Schwager regarding mediation/Seymore/Davidson and Schwager's renewed request for forensic examiner in light of issues discussed with Court during hearing on 1/10/2020	0.20	79.00

1/29/2020	NES	Receipt and review of copies of accounting records being provided to parties by Mendel, receipt and review of copy of Farm appraisal, receipt and review of memorandum from Bayless indicating opposition to suggestion that Seymore be re-engaged as mediator, instead of Davidson	0.20		79.00
				Sub-total Fees:	$1,817.00

Expenses

12/12/2019	Parking - NES		8.00
		Sub-total Expenses:	$8.00

Payments

1/7/2020	Payment	#87908219	200.00	
1/16/2020	Payment	#95205380	200.00	
		Sub-total Payments:	$400.00	

Total Current Billing:	$1,825.00
Previous Balance Due:	$100,138.20
Total Now Due:	**$101,963.20**

Griffin & Matthews

1155 Dairy Ashford, Suite 300
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(281) 870-1124

April 30, 2020

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
2/3/2020	NES	Receipt and review of memorandum from Mendel to group with proposed Order reflecting issues discussed/instructions received from Judge during hearing of 1/10/2020, including follow-up communications with positions of other counsel for other parties (Bayless, Reed and Schwager)	0.30	118.50
2/5/2020	NES	Participate in portion of conference call with Bayless and Mendel regarding [redacted]	0.40	158.00
2/14/2020	NES	Receipt and review of memorandum from client with latest communication from Curtis to all siblings; preparation and drafting of memorandum to Bayless & Mendel forwarding and discussing same; telephone conference(s) with client regarding various issues stemming from Curtis correspondence, with instructions from client to proceed with process of initiating Motion for Summary Judgment on QBD issues	0.60	237.00
2/18/2020	NES	Receipt and review of memorandum from Mendel [redacted] and prepare response to Mendel with questions about same	0.10	39.50
2/20/2020	NES	Receipt and review of multiple memorandum between 2/16 and 2/20 to and from counsel pertaining to status of review and approval of proposed mediation order prepared and circulated by Mendel, including Schwager's 2/17 email promising to provide comments and a letter from Curtis, to proposal to Mendel and Bayless that Court be asked to consider propoed Order without oral hearing to save time and expense, culimating with the official filing of the Motion by Mendel and an e-mail to Court (Judge Comstock)	0.40	158.00
2/21/2020	NES	Receipt and review of memorandum from Court with copy of executed Order from Court pertaining to mediation; preparation and drafting of memorandum to Mark Davidson to address mediation order and begin process of scheduling mediation; discussion with Mendel about	0.20	79.00
2/25/2020	NES	Receipt and review of multiple memoranda from 2/24 and 2/25 between Schwager and Mendel regarding Schwager's complaints about mediation order filed by Mendel on 2/20 and signed by Court on 2/21,	0.60	237.00

		followed by receipt and review of memorandum from Judge Comstock with proposed Clarification Order and responses from C. Reed and C. Schwager approving same; telephone conference(s) with Mendel regarding concerns as to content of Clarification Order; preparation and drafting of draft response to Judge Comstock for review by Mendel; receipt and review of memorandum from Bayless expressing concerns about Clarification Order similar to those discussed with Mendel		
2/27/2020	NES	Further communications with Mendel and Bayless regarding response to be prepared to Court in light of issues with content of Court's proposed revised Order, culminating in Mendel issuing response and Court issuing revised Order following consideration, communicate with Mendel and Bayless following receipt of Court's executed, revised Order	0.80	316.00
3/13/2020	NES	Receipt and review of memorandum from Mendel to group regarding mediation and mediation dates, suggesting May 2020 mediation; receipt and review of memorandum from Carole questioning why May 2020 is being proposed, preparation and drafting of response to Carole; preparation and drafting of memorandum to Amy regarding same	0.20	79.00
3/14/2020	NES	Receipt and review of memorandum from Carole indicating she was served with Bill of Review; receipt and review of dates Carole is available for mediation; receipt and review of dates Amy is available for mediation; preparation and drafting of memorandum to all parties advising as to mediation availability	0.10	39.50
3/23/2020	NES	Receipt and review of memorandum from Schwager indicating intent to proceed with forensic examination of QBD documents; preparation and drafting of response inquiring as to potential agreements to be reached if examination supports execution by Nelva	0.10	39.50
3/24/2020	NES	Receipt and review of memorandum from Schwager modifying request for forensic examination of QBD, now stating Curtis wants to see it herself, first; Internal firm communication regarding process server coming to office to attempt service on Mendel and Anita at our office, as well as service of Amy through Firm	0.20	79.00
4/24/2020	NES	Review various communications and spreadsheets pertaining to potential settlement proposals between 4/13 and 4/23 in preparation for conference call with Mendel, Amy and Anita	1.20	474.00
4/24/2020	NES	Participate in conference call with Mendel, Amy and Anita to discuss approach to settlement, [redacted], discuss Court's mediation order, address request by Schwager for call from Mendel and picture of original QBD signature	1.60	632.00
4/27/2020	NES	Receipt and review of copy of photograph of original QBD signature page from Anita, preparation and drafting of response to Mendel regarding plan for presenting same to Schwager; receipt and review of memorandum from Amy containing latest e-mail from Candy with attachment and demand for $100,000 distribution; preparation and drafting of response to Amy regarding same	0.30	118.50
			Sub-total Fees:	$2,804.50

Payments

2/18/2020	Payment	#2914801	200.00
3/18/2020	Payment	#10275379	200.00
4/17/2020	Payment	#17515994	200.00
		Sub-total Payments:	$600.00

Total Current Billing:	$2,804.50
Previous Balance Due:	$101,363.20
Total Now Due:	**$104,167.70**

Federal Tax ID # 76-0535052

Griffin & Matthews

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June 30, 2020

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
5/4/2020	NES	Receipt and review of draft of settlement proposal from Mendel as per conference call of 4/24/20; follow-up call with Mendel regarding same, discussing photograph of original QBD and joint approach to presentation of proposal and photograph; preparation and drafting of memorandum to Amy addressing above	0.40	158.00
5/12/2020	NES	Telephone conference(s) with client regarding certain issues/questions about next steps; preparation and drafting of memorandum to Mendel regarding mediation dates; receipt and review of memorandum from Mendel to mediator (and group) indicating mediation should be scheduled for 6/25/2020; preparation and drafting of memorandum to client addressing above	0.40	158.00
5/12/2020	NES	Telephone conference(s) with Mendel and Bayless to discuss approach to mediation t[redacted] Bayless to provide outline of "what it would take" for her clients to settle/resolve; discuss possible approach to mediation relative to claims against V&F	0.60	237.00
5/13/2020	NES	Preparation and drafting of memorandum to client to address client's previous question about attorney's fees and strategies for recovering same as part of mediation process; preparation and drafting of memorandum to Mendel, addressing similar topics b[redacted]; begin sketching out ideas/issues to address in potential demand letter to Vacek & Freed	1.10	434.50
5/26/2020	NES	Preparation and drafting of Version 1 of proposed draft demand letter to be issued as Confidential Settlement Offer to Vacek and Freed, from Amy & Anita, for review and comment by Mendel	1.80	711.00
5/27/2020	NES	Initiate preparation and drafting of first 12 pages of Confidential Mediation Statement; preparation and drafting of memorandum to Mendel regarding same	7.20	2,844.00
5/28/2020	NES	Continue drafting of Confidential Mediation Statement, including further research on forfeiture clauses and Trust Code provisions relating to forfeiture clauses; receipt and review of Mendel's comments to Version 1 of demand letter to Vacek & Freed, revise same to reflect Mendel's comments and additional revisions; preparation and drafting of memorandum to Amy with draft of demand and additional information	2.60	1,027.00

		needed to complete; follow-up communications with Amy regarding demand		
6/16/2020	NES	Receipt and review of various memoranda from 6/12/20 to 6/16/20 and communicate with client regarding mediation, regarding latest communication client received from Candy, communicate with Mendel regarding status of Mendel's review of draft of Mediation Statement, regarding tax returns and accountings being provided to parties, regarding Bayless efforts to obtain insurance information from Cory, her request for assistance regarding same, and Mendel's communications with Cory in that regard	0.60	237.00
6/18/2020	NES	Multiple communications between and among counsel regarding new lawsuit filed by Candy, review Candy's pleading, perform initial research regarding basis for filing to determine if filing is frivilous/contrary to law; communicate with client regarding same; receipt and review of edits and proposed revisions to Mediation Statement from Mendel, incorporate same and add additional content, discuss draft Statement with client, obtain client authorization and approval from Mendel/Anita to finalize same; preparation and drafting of transmittal letter to mediator to sent Statement and address newest lawsuit filed by Candy	3.40	1,343.00
6/23/2020	NES	Receipt and review of multiple memorandum from (6/21/20 to 6/23/20) to and from parties regarding mediation [redacted], regarding Farm-related issues as they relate to potential settlement, regarding efforts to obtain insurance information from Vacek & Freed	0.20	79.00
6/24/2020	SSG	Extended work with NES to assist in preparation for preliminary call with mediator and to prepare for mediation and strategy related thereto; extensive discussion relating to academics applicable to case; coverage issues related to attorney defendant's malpractice policy and available limits on same; discussion regarding coordination and collaboration with trustee counsel	1.80	810.00
6/24/2020	NES	Preparation and drafting of memorandum to Vacek & Freed further to efforts to obtain policy information and address liability; receive response from V&F as to depleting policy; receipt and review of copy of memorandum and article from Schwager (via Mendel) regarding Iowa farm and partition of same; multiple meetings and discussions internal to Firm (with SSG) to address mediation strategy and case evaluation; multiple telephone conferences, memoranda and meeting with Mendel to address mediation strategy; conference call with mediator to discuss case; prepare for mediation, including communications with Amy	6.20	2,449.00
6/25/2020	NES	Attend and participate in mediation; extended internal firm discussion with SSG regarding events of mediation, mediator's proposal and potential next steps	8.20	3,239.00
6/29/2020	NES	Participate in post-mediation conference call with Mendel, Amy & Anita to discuss mediator proposals, responses to same, alternative settlement options and next steps ([redacted])	0.90	355.50
6/30/2020	SSG	Extended meeting with NES to review and address status of settlement	1.90	855.00

		negotiations in light of failed mediation; discussion regarding status of case filings in various courts; discussion regarding efficacy of global settlement versus settlement with limited parties; discussion regarding case evaluation against Candy and likelihood of success; discussion regarding [redacted]; discussion regarding impediments to settlement [redacted] discussion regarding feasibility of [redacted]		
6/30/2020	NES	Receipt and review of memorandum from Amy with revised position regarding settlement following issues discussed during call of 6/29/20; advise Mendel of same to allow Mendel/Anita to proceed with preparation of potential settlement offers to group; receipt and review of copy of communications with and from Judge Davidson to confirm court-ordered mediation occurred; preparation and drafting of "Certificate of Conference" memorandum to Schwager to address issues with new lawsuit (Petition to Enforce) and suggest agreed compromises; receipt and review of response from Schwager addressing no issues actually raised in original request	0.80	316.00

Sub-total Fees: $15,253.00

Payments

5/19/2020	Payment	#35886866	200.00	
6/19/2020	Payment	#43217311	200.00	
		Sub-total Payments:	$400.00	

Total Current Billing:	$15,253.00
Previous Balance Due:	$103,767.70
Total Now Due:	**$119,020.70**

Federal Tax ID # 76-0535052

Griffin & Matthews

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(281) 870-1124

August 24, 2020

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
7/1/2020	NES	Receipt and review of copy of communications with Davidson, Mendel and Judge Comstock regarding mediation being completed; receipt and review of memorandum with two proposed settlement options prepared by Anita as per call of 6/29/2020; communicate with Bayless and Mendel regarding tolling agreement [redacted], receipt and review of latest communication from Candy personally to Amy and Anita with "final offer" from Candy and communicate with Amy, Anita and Mendel regarding how communication from Candy impacts previously discussed plan	0.70	276.50
7/1/2020	NES	Research issues regarding Petition to Enforce Foreign Judgment, including case law and article written by Judge in connection with determining options for responding to Petition, initiate preparation of Motion to Transfer, Original Answer and Motion for Sanctions based on Candy's filing of Petition to Enforce and research suggesting Petition not properly filed	3.20	1,264.00
7/3/2020	NES	Receipt and review of memorandum between Bayless and Mendel, regarding Bayless' draft of proposed extension of tolling agreement, regarding [redacted] regarding Candy claiming that offer has been made to purchase farm and Mendel's response	0.10	39.50
7/6/2020	NES	Continue research and preparation of Motion to Transfer, Original Answer and Motion for Contempt/Sanctions	2.60	1,027.00
7/7/2020	NES	Prepare for conference call with Amy, Anita and Mendel in light of various issues being discussed since conclusion of mediation; participate in conference call setting out plan for proceeding forward ([redacted])	0.90	355.50
7/13/2020	NES	Initiate preparation and drafting of various Motions being discussed with client and Mendel (transfer of district court proceeding to probate court; application for fees and motion to compel Curtis/Munson depositions)	1.60	632.00
7/15/2020	NES	Receipt and review of various memorandum (24+) between Mendel and Bayless from 7/1 to 7/15 regarding tolling agreement extension, culminating in review and approval of proposed agreement	0.40	158.00
7/20/2020	NES	Receipt and review of memorandum from G. Vie presenting copy of latest filing by Curtis into federal court (Judge Hoyt), styled as Ex Parte Motion for Relief; internal firm discussion regarding implications of filing	0.60	237.00

		and possible approaches to dealing with filing; receipt and review of Notice of Deposition filed by Mendel as to Curtis, and subsequent communications between Schwager and Mendel regarding same; preparation and drafting of memorandum to client to advise as to filing of Ex Parte Motion for Relief; leave voicemail for Jason Ostrum asking for return call		
7/22/2020	NES	Telephone conference(s) with J. Ostrom following receipt of Ex Parte Motion; discuss privilege issues that may apply to materials and information needed to evaluate "fraud on court" allegations and that Ostrom will agree to accept "service" of discovery requests for such materials to be responded to with privileges (as appropriate); preparation and drafting of draft of combined discovery requests to Ostrom to obtain information from Ostrom's file that may assist in evaluating "fraud on court", preparation and drafting of memorandum to Mendel to summarize call with Ostrom and obtain input on proposed discovery requests	1.80	711.00
7/23/2020	NES	Receipt and review of comments and proposed revisions to draft discovery to Ostrom from Mendel, incorporate revisions, draft additional questions pertaining to Munson and transition draft to formal copy of Combined Discovery Requests to Ostrom; preparation and drafting of memorandum to Ostrom with copy to all counsel, forwarding and serving discovery; receipt and review of memorandum from Mendel suggesting we ask Ostrom to respond early to attempt to address any issues that might need Court involvement at the already scheduled hearings for 8/06/2020, preparation and drafting of memorandum to Ostrom presenting request and explanation for same	1.10	434.50
7/23/2020	NES	Receipt and review of memorandum between Schwager and Mendel regarding Notice of Deposition issue and Schwager's intent to quash same; receipt and review of "Objection to Deposition and Motion for Protective Order" filed by Schwager	0.30	118.50
7/28/2020	NES	Communicate with Mendel regarding draft of Motion to Transfer to be filed in Probate Court No. 4, and his comments regarding same	0.10	39.50
7/30/2020	NES	Communicate with Mendel regarding issues to potentially cover in response to Carl's Motion for Partial Summary Judgment; receipt and review of e-filed Response as prepared and filed by Mendel	0.30	118.50
			Sub-total Fees:	$5,411.50

Expenses

	Photocopies		33.32
		Sub-total Expenses:	$33.32

Payments

7/20/2020	Payment	#50067492	200.00

Sub-total Payments:	$200.00
Total Current Billing:	$5,444.82
Previous Balance Due:	$118,820.70
Total Now Due:	**$124,265.52**

Federal Tax ID # 76-0535052

Griffin & Matthews

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Houston, TX 77079
(281) 870-1124

August 31, 2020

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
8/4/2020	NES	Preparation and drafting of follow-up memorandum to Ostrom further to discovery requests issued and regarding upcoming hearings in Probate Court No. 4	0.10	39.50
8/4/2020	NES	Receipt and review of Carl's Reply to Response to Motion for Summary Judgment	0.30	118.50
8/5/2020	NES	Receipt and review of 12-page Response to Motion to Transfer with multiple attachments	0.40	158.00
8/6/2020	NES	Preparation and drafting of Status Report and Request for Additional Relief for filing in connection with this afternoon's hearing; exchange multiple memoranda to and from Court and counsel regarding Status Report, including e-mails from Schwager suggesting a hearing on Ex Parte Motion is set in federal court on 8/07/2020; review federal court file to determine accuracy of Schwager's position; prepare for hearing on various pending Motions set for hearing (Vacek & Freed's Motion to Appoint Executor, Carl's Motion for Partial Motion for Summary Judgment, Candy's Motion for Protective Order, Co-Trustee's Motion to Compel Deposition), attend and participate in hearing on various Motions and issues addressed in Status Report, obtain "on the record" confirmation from Schwager that no hearing is set in federal court; post-hearing telephone conference(s) with Mendel to address plan for additional briefing on summary judgment issue, [redacted]; preparation and drafting of memorandum to Carole and to Schwager to discuss Carl's claim that all siblings who received Stock Transfers should return stock or cash equivalent	5.60	2,212.00
8/6/2020	SSG	Work with NES and assist Mendel and NES in preparation for court hearing; discussion regarding [redacted]; subsequent meeting with NES to discuss going forward matters	2.50	0.00
8/7/2020	NES	Receipt and review of memorandum from C. Schwager in response to memorandum of 8/06/2020 regarding Carl's position on stock transfers; receipt and review of second memorandum from C. Schwager containing unidentified video seemingly in support of claims that Nelva's signatures on QBD were forged; receipt and review of third memorandum from C. Schwager demanding June 2020 accounting (as	1.10	434.50

		semi-annual accounting); telephone conference(s) with Cory Reed in furtherance to instructions given by Judge during hearings of 8/6/2020, discussing possible coordination of briefing/additional briefing in response to Carl's Motion for Partial Summary Judgment; preparation and drafting of status report to client addressing 8/6/2020 hearing, video received and next steps		
8/10/2020	NES	Continued research regarding issues pertaining to Statutory Bill of Review and regarding Ex Parte Motion in federal court, particularly on issue of "fraud on the court", preparation and drafting of Original Answer and Affirmative Defenses to Bill of Review, including memorandum to Mendel to determine if Answer is to be filed by both Amy and Anita, or just Amy due to date of service on Amy	2.80	1,106.00
8/10/2020	NES	Initiate preparation and drafting to Response to Ex Parte Motion	1.40	553.00
8/11/2020	NES	Continue efforts in relation to responding to Ex Parte Motion including review of docket reports from various Brunsting cases and assorted transcripts, pleadings and orders relative to same, further consideration of Fraud on the Court standards, continued drafting of Response to Ex Parte Motion; review communications between Mendel, Court, Bayless and other parties relative to proposed Orders stemming from recent hearing in Probate Court No. 4; telephone discussion with Mendel regarding proposed Orders and current status of/approach to Response to Ex Parte Motion	7.60	3,002.00
8/12/2020	NES	Completion of Version 1 of Response to Ex Parte Motion; together with memorandum to Mendel to obtain input and approval of content	4.70	1,856.50
8/13/2020	NES	Resume preparation of Response based on new arguments considered since completing draft of 8/12/2020, add sections required by Judge Hoyt per local rules, adjust content to fit within page limitations; prepare exhibits in support of Response; multiple discussions with Mendel further to finalizing same; preparation and drafting of proposed Order addressing relief requested in Response; preparation and drafting of memorandum to client to provide copy of Response and discuss same; receipt and review of memorandum from Mendel to confirm filing of Response	4.20	1,659.00
8/14/2020	NES	Receipt and review of copies of revised Orders as executed by Court pertaining to Curtis deposition, Carl's Motion for Summary Judgment and Vacek & Freed's Motion to Appoint; preparation and drafting of memorandum to Schwager (and group) in light of Order regarding deposition; preparation and drafting of memorandum to Bayless, Reed and Carole Brunsting regarding filings in Federal Court with Judge Hoyt; communicate with client regarding her review of Response to Ex Parte Motion and discussion regarding contempt of court; receipt and review of memorandum from Anita with follow-up from Mendel regarding Farm lease and tenant requesting reduction of same	0.30	118.50
8/28/2020	NES	Preparation and drafting of Reply to Curtis' Response to Motion to Transfer; preparation and drafting of proposed Order Granting Motion to Transfer/Denying relief requested by Curtis in Curtis' Response; Meeting with Mendel further to various outstanding issues - - proceeding with Notice of Deposition of Curtis in light of Court's order and non-response to proposed dates from Schwager; discussing status of	5.20	2,054.00

		revised response to Carl's Motion for Summary Judgment; receipt and review of new federal court filing by Curtis (Emergency Motion to Re-Open Docket); communicate with Mendel and Bayless regarding [redacted]		
8/31/2020	NES	Receipt and review of direct memorandum from C. Curtis refusing to appear for deposition as noticed by Mendel pursuant to Court's Order; preparation and drafting of memorandum to Schwager (and all counsel) forwarding memorandum to confirm whether representation still exists and whether Schwager was aware of or condones refusal to appear; receipt and review of memorandum from Anita regarding potential new lease at lower terms and whether Court-approval would be required; receipt and review of response from Mendel and preparation and drafting of reply to Mendel, Amy and Anita; telephone conference(s) with Mendel to discuss these issues as well as strategy for addressing Curtis' Emergency Motion to Re-Open Docket; review 5th Circuit opinion on "probate exception" in light of Curtis' repeated reference to same as basis for challenging Probate Court No. 4's jurisdiction	0.70	276.50

Sub-total Fees: $13,588.00

Expenses

	Photocopies	4.93

Sub-total Expenses: $4.93

Payments

8/18/2020	Payment	#41309168	200.00

Sub-total Payments: $200.00

Total Current Billing:	$13,592.93
Previous Balance Due:	$124,065.52
Total Now Due:	**$137,658.45**

Federal Tax ID # 76-0535052

Griffin & Matthews

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February 28, 2021

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
9/1/2020	NES	Receipt and review of response from Schwager indicating that 8/31/20 memorandum from Curtis should be ignored, and that deposition will proceed per Court's Order; preparation and drafting of follow-up to Ostrom as Ostrom did not respond to discovery [redacted]	0.10	39.50
9/10/2020	SSG	Assist in preparation for Federal Court telephonic hearing; work on responsive pleadings with NES and Mendel	1.90	0.00
9/15/2020	NES	Telephone conference(s) with Mendel regarding issues to discuss with Carole during Mendel's upcoming call with Carole; begin preparations for Curtis deposition; receipt and review of copy of communications between Mendel and Brunsting siblings related to recent and current accountings, following issues discussed with Judge Hoyt during recent hearing; receipt and review of memorandum from Mendel summarizing his call with Carole	1.80	711.00
9/30/2020	NES	Receipt and review of copy of Judge Hoyt's Order denying Curtis' Ex Parte/Fraud on the Court Motion; meeting with SSG regarding same and discussing Certificate of Non-Appearance procedure; telephone conference(s) with Mendel to address next steps in light of Judge Hoyt's Order, including decision to prepare 1st Supplement to Motion to Transfer/Vacate (pertaining to district court proceeding domesticating the preliminary injunction); preparation and drafting of draft of proposed 1st Supplement for review and comment by Mendel; prepare outline of talking points for Certificate of Non-Appearance; conduct Zoom deposition/obtain Certificate of Non-Appearance	2.50	987.50
10/8/2020	NES	Telephone conference(s) with Trustees and Mendel regarding various issues, including recent communications from Carole, next steps following Judge Hoyt's ruling and Candy's non-appearance for deposition, discussing contact with Schwager, status of Carl's Motion for Summary Judgment and implications of same	0.50	197.50
10/9/2020	NES	Telephone conference(s) with Schwager to address whether Candy has reevaluated any portion of the case in light of Judge Hoyt's rulings, discuss attorney's fee issues and possible path forward; preparation and drafting of memorandum to co-trustees and Mendel regarding same	0.90	355.50
10/20/2020	NES	Telephone conference(s) with Carole Brunsting regarding various topics, including Carole Brunsting's recent direct communications with her siblings (Candy and Drina/Carl) and/or their attorneys; preparation and drafting of memorandum to client with cc to Mendel summarizing	1.20	474.00

		call with Carole and referencing issues last discussed in memorandum of 10/09/2020 regarding Candy and Schwager		
10/23/2020	NES	Receipt and review of memorandum from Mendel advising of Notice of Appeal filed by Curtis; telephone conference(s) with Mendel further to same, discussing plan for addressing Notice of Appeal, including potential availability of sanctions at the 5th Circuit level, discussing parameters of possible settlement proposed to Carole [redacted]	0.40	158.00
11/2/2020	NES	Receipt and review of various memorandum from client, from B. Bayless, from C. Brunsting and from S. Mendel pertaining to offer made by C. Curtis circulated directly to siblings, and preliminary responses to/evaluation of same	0.30	118.50
11/5/2020	NES	Telephone conference(s) with Mendel to discuss recent offer and related responses from other siblings, to discuss next steps in developing case, generally and with respect to Curtis and her failure to appear for deposition	0.30	118.50
11/6/2020	NES	Receipt and review of memorandum from C. Brunsting further to offer made by C. Curtis and from S. Mendel to B. Bayless regarding rejection of same	0.10	39.50
11/11/2020	NES	Communicate with Mendel to address Bayless memorandum requesting resumption of efforts to negotiate settlement with Carl, discussing potential revisions to Mendel-prepared bullet list outlining possible settlement proposal (to Carl and potentially Carole) pending client approval, discuss approach to be made to Bayless [redacted]	0.70	276.50
11/12/2020	NES	Receipt and review of memorandum from 11/11/20 between Mendel and Bayless further to issues discussed with Mendel on 11/11/20, including Bayless' proposed edits to Mendel's proposed memorandum to Court seeking "hold" on Court's consideration of Carl's summary judgment, and preparation of response to Bayless regarding edits	0.20	79.00
12/10/2020	NES	Receipt and review of memorandum from Schwager claiming that settlement discussions with Carole and Carl were in violation of Court Order (mediation order signed by Court prior to Davidson mediation); review and re-read Order in light of allegation; preparation and drafting of comprehensive response to Schwager explaining why Schwager's position is incorrect, demanding action by Schwager as a result of incorrect position being expressed to Court, receipt and review of response from Schwager stating only that she will consult with her client	0.70	276.50
12/30/2020	NES	Receipt and review of draft of Mendel's proposed Motion for Partial Summary Judgment on Tortious Interference claims by Carl and Candy, and preparation and drafting of response with comments and possible additional issues to consider	0.30	118.50
1/4/2021	NES	Receipt and review of various memorandum from Mendel, including attachments pertaining to Schwager's probation/suspension from practicing in Federal Court and Curtis indicating that she is returning to Pro Se status in Federal Court; preparation and drafting of responses to Mendel and to client regarding evaluation of same and potential next	0.40	158.00

		steps		
1/6/2021	NES	Receipt and review of memorandum from Mendel with copy of potential updated settlement proposal to be discussed with Amy and Anita, evaluate same, and prepare response to Mendel with initial thoughts as to content of offer and other issues to consider regarding same	0.40	158.00
1/12/2021	NES	Meet and confer with Mendel regarding settlement proposal prepared by Anita, in preparation for conference call to discuss same with Amy and Anita; preparation and drafting of memorandum to Amy and Anita identifying issues to be addressed during call; receipt and review of preliminary response from Anita regarding same	1.40	553.00
1/13/2021	NES	Conference call with Mendel, Amy and Anita to discuss various aspects of plan for pursuing potential settlement offer	1.20	474.00
2/3/2021	NES	Receipt and review of multiple memorandum regarding farm appraisal and settlement from 2/01/21 to 2/03/21	0.10	39.50
2/9/2021	NES	Receipt and review of copy of Curtis' Appellate Brief and proposed record excerpts	0.60	237.00
2/10/2021	NES	Receipt and review of Notice from 5th Circuit regarding deficiencies in Curtis' Brief	0.10	39.50
2/12/2021	NES	Multiple communications between 2/8/21 and 2/12/21 further to preparation and content of new settlement offer and issues to be considered in regard to same	0.60	237.00
2/18/2021	NES	Receipt and review of Notice from 5th Circuit regarding Curtis Appeal and "proposed sufficient record excerpts"	0.10	39.50
2/26/2021	NES	Communicate with Mendel, Carole, Amy and Anita regarding status of new settlement offer	0.30	0.00
			Sub-total Fees:	$5,885.50

Payments

9/18/2020	Payment	#48324035	200.00
10/19/2020	Payment	#55280451	200.00
1/4/2021	Payment	#62797417	200.00
1/5/2021	Payment	#69689114	200.00
1/20/2021	Payment	#76704774	200.00
2/23/2021	Payment	#83887718	200.00
		Sub-total Payments:	$1,200.00

Total Current Billing:	$5,885.50
Previous Balance Due:	$136,458.45
Total Now Due:	**$142,343.95**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

March 31, 2021

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
3/1/2021	NES	Multiple communications regarding issues pertaining to attorney's fees relative to new settlement offer being worked on by Amy and Anita	0.10	39.50
3/3/2021	NES	Discussions (e-mail) from 3/02/21 and 3/03/21 further to attorney's fees and new settlement offer, as well as plan for addressing Curtis' 5th Circuit brief	0.10	39.50
3/3/2021	NES	Receipt and review of various communications further to next steps in finalizing new offer; preparation and drafting of potential letter/e-mail to be sent by Anita to parties; receipt and review of memorandum from Anita in response addressing attorney's fees	1.40	553.00
3/4/2021	NES	Preparation and drafting of memorandum directly to client in regard to settlement proposal issues raised by Anita in memoranda if 3/3/2021	0.40	158.00
3/4/2021	NES	Telephone conference(s) with Mendel regarding 3/3/21 memorandum from Anita, how it implicates settlement discussions relative to Carole's deadline and other factors; discussing appellate briefing extensions and deadlines relative to settlement discussions and possible issues to address in response brief	0.40	158.00
3/5/2021	NES	Receipt and review of memorandum in response to draft of possible phrasing of settlement offer; preparation and drafting of reply in light of same	0.60	237.00
3/5/2021	NES	Telephone conference(s) with Mendel in regard to various issues stemming from latest communications about settlement offer, receipt and review of multiple memorandum among group to finalize same, culminating in Anita issuing settlement offer to siblings and Mendel issuing settlement offer to Bayless and Schwager	0.20	79.00
3/8/2021	NES	Receipt and review of Curtis's 3/05/21 response to settlement offer, preparation and drafting of follow-up memorandum to Schwager regarding same; receipt and review of communications from Schwager and Curtis on 3/07 and 3/08, resulting in follow-up memorandum to Schwager seeking clarification and status to Amy and Anita as to their impressions of Candy's communications and how they impact further negotiations and next steps/options in probate court	0.70	276.50
3/9/2021	NES	Receipt and review of response from client as to issues addressed on 3/8/21; receipt and review of memorandum from Schwager, together with follow-up communications with client and Mendel, as well as review of draft of proposed Motion to Extend Time and comments/approvals	0.60	237.00

		from Schwager & Curtis		
3/10/2021	NES	Multiple, various communications by and between Curtis and Mendel, with client, and with Curtis pertaining to settlement negotiations and extension of 5th Circuit briefing deadline	0.60	237.00
3/12/2021	NES	Receipt and review of various memorandum, including counter-offers, by and between parties and counsel from 3/10/2021, Exchange follow-up memorandum to client, Anita, Mendel and Curtis as to various issues addressed in various 3/10/21 memorandum	1.40	553.00
3/15/2021	NES	Receipt and review of 3/12/21 late-afternoon/evening memoranda and preparation and drafting of responses, receipt and review of memoranda from 3/13/21 to 3/14/21 and preparation and drafting of memorandum to Trustees and Mendel in regard to same	0.60	237.00
3/17/2021	NES	Communicate with all parties per request; work on comparison and evaluation of all responses/offers/counter-offers made since Trustees' offer of 3/05/21; Internal discussion with SSG in light of completed analysis and implications of same	3.20	1,264.00
3/18/2021	NES	Perform further work on comparison and contrasting of settlement offers further to preparation of potential counter-offer; telephone conference(s) with Amy regarding evaluation of settlement offers, communicate directly with Carole regarding sale of farm; multiple communications with Amy, Anita and Mendel regarding above	2.40	948.00
3/24/2021	NES	Conference call with Amy, Anita and Mendel to discuss parameters of counter-offer, to confirm plan to complete and file appellate response, to "pause" summary judgment filings to determine outcome of settlement efforts	0.70	276.50
3/25/2021	NES	Preparation and drafting of draft of proposed Counter-Offer based on issues discussed during call of 3/24/2021, with memorandum to Amy, Anita and Mendel regarding same	0.70	276.50
3/26/2021	NES	Multiple communications to and from Amy, Anita and Mendel further to content of proposed Counter-Offer, questions, revisions and approval to issue same as of 3/29/21	0.80	316.00
3/29/2021	NES	Preparation and drafting of memorandum to all siblings/counsel presenting counter-proposal, with follow-up memorandum specifically to C. Curtis	0.30	118.50
3/30/2021	NES	Receipt and review of/preparation and drafting of various memorandum from Candy, from Carole, from Bayless, with Schwager and to and from Amy, Anita and Mendel in regard to Counter-Proposal of 3/29/2021	0.60	237.00
			Sub-total Fees:	$6,241.00

Payments

3/18/2021	Payment	#90646952	200.00	
			Sub-total Payments:	$200.00

Total Current Billing:	$6,241.00
Previous Balance Due:	$142,143.95
Total Now Due:	**$148,384.95**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

July 31, 2021

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
4/1/2021	NES	Preparation and drafting of memorandum to siblings in response to and addressing questions raised in 3/30/2021 memorandum from Bayless and from Carole	0.40	158.00
4/5/2021	NES	Receipt and review of various memorandum/responses from siblings/siblings' counsel between 4/01/2021 and 4/05/2021 in response to Counter-Proposal; preparation and drafting of memorandum to Amy, Anita and Mendel in regard to evaluation of same and possible next steps	0.40	158.00
4/19/2021	NES	Communicate with Mendel and Trustees regarding hearings prior to representation; receipt and review of draft of Appellate Brief from Mendel and prepare redlines, revisions and comments to pages 9-42	2.20	869.00
4/20/2021	NES	Communicate with Mendel and Co-Trustees regarding filing of Response to Candy's Appellate Brief, next steps with 5th Circuit and next steps in Probate Court	0.20	79.00
4/28/2021	NES	Multiple memoranda between 4/26/2021 and 4/28/2021 including receipt and review of memorandum from Carole, followed by multiple memoranda to and from Mendel and co-trustees regarding response to Carole and next steps	0.30	118.50
5/6/2021	NES	Receipt and review of multiple memorandum to and from parties, court and counsel as well as with co-trustees between 4/29/2021 and 5/06/2021, culminating in discussion about recent Candy e-mail ("it's getting worse by the minute") and questions from co-trustee's regarding same	0.30	118.50
5/6/2021	NES	Initiate preparation and drafting of Motion for Summary Judgment, with communications regarding same to and between Mendel and Co-Trustees	0.80	316.00
5/10/2021	NES	Multiple memoranda to and from Mendel, Carole, Court and Bayless to begin efforts to obtain trial setting	0.20	79.00
5/19/2021	NES	Receipt and review of various memorandum from 5/17/2021 to 5/19/2021 between and among Court, Bayless, Carole and Mendel regarding issue of trial date and Carole potentially wanting to continue settlement negotiations	0.20	79.00
5/24/2021	NES	Continue preparation of Motion for Summary Judgment; telephone conference(s) with Mendel to discuss strategy for Status Conference;	4.60	1,817.00

		participate in Status Conference; review pleadings/orders to gather materials requested by Court; preparation and drafting of memorandum to Court addressing requested materials; receipt and review of partial response from Court with copies of working draft of Docket Control Order and court's preferred Pre-Trial Order template; preparation and drafting of proposed Order relative to Motion to Transfer and/or Motion to Vacate and e-file same		
5/25/2021	NES	Preparation and drafting of follow-up memorandum to Court in regard to Notice of Submission; preparation and drafting of follow-up memorandum to Bayless and Mendel in regard to Docket Control Order dates	0.10	39.50
6/2/2021	NES	Continued preparation of Motion for Summary Judgment by initiating section pertaining to fiduciary breach claims during period Amy and Anita served as Co-Trustees	1.20	474.00
6/4/2021	NES	Multiple communications between and among parties/parties counsel between 5/31/2021 and 6/04/2021 pertaining to various issues - efforts to secure agreed docket control order, additional communications about or parties perspectives regarding settlement, Carole's counterclaim	0.40	158.00
6/4/2021	NES	Receipt and review of "Letter of Submission" with attachments filed by Curtis relative to Bill of Review	0.20	79.00
6/10/2021	NES	Multiple communications between and among Bayless, Carole, Mendel and Amy/Anita between 6/07/2021 and 6/10/2021 pertaining to various issues - further discussions regarding settlement, Carole's current positions regarding case related matters, Court's comments and commentary during status conference of 5/24/2021	0.80	316.00
6/11/2021	NES	Receipt and review of memorandum from Anita and Amy with copy of latest direct correspondence from Curtis to siblings	0.20	79.00
6/21/2021	NES	Receipt and review of 5th Circuit Opinion affirming Hoyt rulings; communicate with client regarding same	0.30	118.50
6/29/2021	NES	Telephone conference(s) with Bayless and Mendel on various issues including 5th Circuit opinion and implications of same, and about Bill of Review; receipt and review of memorandum from clients requesting conference call on certain identified topics	0.60	237.00
7/1/2021	NES	Receipt and review of Carl Brunsting's Original Answer to Curtis' Bill of Review	0.20	79.00
7/6/2021	NES	Conference call with Mendel, Amy and Anita addressing issues raised in memorandum of 6/29/2021	0.80	316.00
7/9/2021	NES	Receipt and review of multiple memorandum between 7/05/2021 and 7/09/2021 pertaining to Accounting information	0.20	79.00
7/13/2021	NES	Receipt and review of Carl's Brief in Support of Denial of Curtis's Bill of Review	0.40	158.00
7/13/2021	NES	Receipt and review of Notice of Mandate issued by 5th Circuit Court of Appeals in relation to Opinion of 6/21/2021	0.10	39.50
7/15/2021	NES	Receipt and review of Curtis's 38-page Reply to Carl's Response to Bill	0.60	237.00

		of Review		
7/16/2021	NES	Receipt and review of Curtis' Supplemental Reply to Carl's Answer/Response to Bill of Review	0.20	79.00
7/19/2021	NES	Receipt and review of Curtis's Reply to Co-Trustees' Response to Bill of Review	0.30	118.50
			Sub-total Fees:	$6,399.00

Expenses

3/24/2021	Premier Global, Inc	10.02
5/27/2021	Harris County Court	25.72
	Sub-total Expenses:	$35.74

Payments

4/19/2021	Payment	#97575750	200.00	
5/21/2021	Payment	#4443682	200.00	
6/18/2021	Payment	#11106258	200.00	
7/20/2021	Payment	#17818393	200.00	
		Sub-total Payments:	$800.00	

Total Current Billing:	$6,434.74
Previous Balance Due:	$147,584.95
Total Now Due:	**$154,019.69**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

August 31, 2021

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Payments

8/23/2021	Payment	#36193922	200.00	
		Sub-total Payments:	$200.00	
		Total Current Billing:		$0.00
		Previous Balance Due:		$153,819.69
		Total Now Due:		**$153,819.69**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

September 30, 2021

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees			Hours	Amount
9/1/2021	NES	Resume and continue preparation and drafting of Motion for Summary Judgment	4.80	1,896.00
9/2/2021	NES	Continued drafting of Motion for Summary Judgment including updated case law research on no contest provisions and incorporation of research results into Motion	3.20	1,264.00
9/28/2021	NES	Receipt and review of various memorandum between 9/9 and 9/28 regarding Anita questions about easement and possible new mediation, relative to summary judgment culminating with 9/28 memorandum from Amy requesting that preparation of summary judgment continue	0.20	79.00
			Sub-total Fees:	$3,239.00

Payments

9/22/2021	Payment	#42414828	200.00	
			Sub-total Payments:	$200.00

Total Current Billing:	$3,239.00
Previous Balance Due:	$153,619.69
Total Now Due:	**$156,858.69**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

January 31, 2022

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Payments

10/18/2021	Payment	#49241855	200.00
1/4/2022	Payment	#55999488	200.00
1/7/2022	Payment	#62042045	200.00
1/19/2022	Payment	#68710552	200.00
		Sub-total Payments:	$800.00

Total Current Billing:	$0.00
Previous Balance Due:	$156,058.69
Total Now Due:	**$156,058.69**

Federal Tax ID # 76-0535052

Griffin & Matthews

1155 Dairy Ashford, Suite 300
Houston, TX 77079
(281) 870-1124

February 28, 2022

Ms. Amy R. Brunsting
2582 Country Ledge Drive
New Braunfels, TX 78132

Matter ID: 1789-001

Brunsting, Amy R. - Carl H. Brunsting v. Anita K. Brunsting, et al.

Professional Fees

			Hours	Amount
10/5/2021	NES	Preparation and drafting of memorandum to Mendel, Amy and Anita with copy of "work-in-progress" draft of summary judgment, explaining approach to completion of remaining content, with multiple follow-up memorandum regarding request for status conference	0.10	39.50
10/13/2021	NES	Conference call with Amy, Anita and Mendel to address comments and strategies relative to completion of summary judgment, possible return to mediation and farm issues	0.90	355.50
10/15/2021	NES	Receipt and review of Carl's Answer to Amy & Anita's Counterclaim	0.20	79.00
10/15/2021	NES	Receipt and review of Carl's Fourth Supplement to First Amended Petition	0.20	79.00
10/15/2021	NES	Receipt and review of voluminous filing by Curtis - Addendum to Second Amended Complaint and Motion for Summary Judgment and Declaratory Judgment with exhibits	0.60	237.00
10/15/2021	NES	Receipt and review of Curtis's 10/15/2021 Answer to Amy & Anita's Counterclaim (with exhibits)	0.30	118.50
11/4/2021	NES	Telephone conference(s) with S. Mendel in regard to this morning's upcoming Status Conference (initiated by Vacek & Freed), attend and participate in Status Conference, continued drafting and completion of proposed Motion for Summary Judgment together with memorandum to Amy, Anita and Mendel to present same, discuss timing for review, comment and filing	5.20	2,054.00
11/8/2021	NES	Receipt and review of Curtis's Designation of Experts (adopts Carl's Designation)	0.10	39.50
11/9/2021	NES	Receipt and review of memorandum from Court regarding options for summary judgment hearing, telephone conference(s) with S. Mendel regarding same and regarding Motion for Summary Judgment issues involving Carl and Candy and strategy for addressing same; preparation and drafting of memorandum to B. Bayless in regard to issues discussed with S. Mendel; preparation and drafting of proposed Order Granting Summary Judgment; preparation and drafting of Notice of Hearing, with follow-up memorandum to Court requesting in-person hearing (if allowed); preparation and drafting of memorandum to C. Reed regarding recently filed Motion for Summary Judgment as it relates to Vacek & Freed	1.60	632.00
11/10/2021	NES	Follow-up communications with C. Reed regarding summary judgment	0.10	39.50

		issues		
11/15/2021	NES	Receipt and review of Carl's Answer to Carole's Counterclaim	0.20	79.00
11/17/2021	NES	Preliminary review of Curtis's "Answer to Co-Trustees' Motion for Summary Judgment and Motion to Strike" with exhibits	0.40	158.00
11/18/2021	NES	Receipt and review of memorandum from Carole regarding Court denying Carl's Motion for Summary Judgment, review Court's file and Order signed, determine that it appears Court's ruling is only limited to QBD issue, apparently no ruling on disproportionate gifts/distributions by Anita while Nelva was alive	0.20	79.00
11/23/2021	NES	Receipt and review of memorandum from Anita regarding upcoming hearing on Co-Trustee's Motion for Summary Judgment and questions about hearing and about Court's denial of Carl's Motion for Summary Judgment based on comments from Carole; preparation and drafting of response to Amy, Anita and S. Mendel addressing same; preparation and drafting of follow-up memorandum to C. Reed to advise as to denial of Carl's MSJ	0.60	237.00
11/24/2021	NES	Communicate with S. Mendel regarding Mendel's 11/13/2021 conference call with Bayless	0.10	39.50
11/29/2021	NES	Receipt and review of Mendel's memorandum to Amy and Anita regarding latest discussions with Bayless and potential next steps in light of same; receipt and review of latest memorandum from Carole to Court and Court's response	0.20	79.00
11/30/2021	NES	Conference call with Mendel, Amy and Anita to address recent discussions with Bayless and potential severance/agreement on Motion for Summary Judgment as it relates to Carl	1.10	434.50
12/9/2021	NES	Telephone conference(s) with Mendel regarding strategy and approach to preparation of Reply, as well as Mendel undertaking preparation of objections to Curtis's MSJ exhibits; preparation and drafting of Version 1 of Reply for review and comment by Mendel	4.60	1,817.00
12/13/2021	NES	Complete preparation of Reply incorporating Mendel edits and proposed objections, additional content regarding attorney's fees and judicial economy, preparation and drafting of new/revised Order specific to Curtis only, with additional content to address "findings" as well as objections and Curtis's Motion to Strike; preparation and drafting of memorandum to Mendel to receive final input/approval as to content of Reply and revised Order	1.40	553.00
12/13/2021	NES	Communicate with Mendel regarding comments and questions about Reply and proposed Order, including potential revisions to same; update and finalize Reply and Order based on communications with Mendel; file same and provide copy to Amy and Anita	0.40	158.00
12/21/2021	NES	Confer with Mendel and Bayless on moving forward with severance and certificate of conference obligations regarding same	0.10	39.50
12/22/2021	NES	Communicate with B. Bayless regarding Bayless's evaluation of Reply to Curtis's MSJ Response, and additional steps to encourage timely consideration and granting of same	0.20	79.00
12/30/2021	NES	Receipt and review of copy of Carole's Emergency Motion for Distribution	0.30	118.50

		and Supporting Affidavit		
1/4/2022	NES	Receipt and review of multiple communications from Bayless, Mendel, Court, and C. Reed regarding implications of Emergency Motion filed by Carole and Court setting same for hearing; telephone conference(s) with Mendel to discuss Emergency Motion and strategy for responding; receipt and review of copy of memorandum from Mendel to Amy and Anita advising as to filing of Emergency Motion and receive initial responses to same from Amy and from Anita	0.80	316.00
1/5/2022	NES	Preparation and drafting of draft of Response to Emergency Motion, together with memorandum to Amy, Anita and Mendel addressing content and approach to same in light of various communications of 1/04/22	1.80	711.00
1/5/2022	NES	Receipt and review of responses from Amy and Anita indicating that Response should not be filed; telephone conference(s) with Mendel regarding same	0.10	39.50
1/6/2022	NES	Multiple communications with Mendel, Amy and Anita regarding Carole, Carole's Emergency Motion and Carole's most recent direct communications to Anita; discussing and reviewing draft of Motion to Sever; participating in hearing on Emergency Motion, receiving information from Carole per Court's instructions, preparing response to Carole and follow-up communications with Mendel, Amy and Anita regarding Court's order and funding of emergency distribution	1.90	750.50
1/7/2022	NES	Multiple memorandum to and from Court and Mendel relative to Motion to Sever, resulting in receipt and review of Notice of Hearing setting Motion to Sever for oral hearing	0.30	118.50
1/10/2022	NES	Receipt and review of copy of Court's executed Order approving distribution, as well as multiple memorandum to and from Court and Carole, and Mendel and Anita regarding Order and timeline/instructions for funding	0.20	79.00
1/20/2022	NES	Multiple memorandum to and from Court and parties between 1/19/2022 and 1/20/2022 regarding Court ordering Status Conference for 2/25/2022	0.20	79.00
1/27/2022	NES	Receipt and review of materials from Mendel pertaining to [redacted], and communicate with Mendel regarding same	0.30	118.50
2/1/2022	NES	Receipt and review of various memorandum from Anita and from Mendel with statements from Edward Jones, Bank of America and others, along with monthly accountings from July 2021 to December 2021	0.30	118.50
2/3/2022	NES	Receipt and review of various communications and proposals exchanged between Mendel and Bayless relative to agreement to modify existing Docket Control Order, culminating in review of final draft of same and preparation of memorandum to Mendel approving content and filing	0.30	118.50
2/8/2022	NES	Telephone conference(s) with Mendel and Bayless to address options and strategies for replying to Curtis's severance response points, to discuss next steps for Bayless to take in regard to contacting Carole and possibly settling Carl/Carole claims, discussing approach to upcoming hearing on Motion for Severance	1.10	434.50
2/9/2022	NES	Follow-up telephone conference(s) with Mendel and Bayless regarding	0.60	237.00

		Bayless's conversation with Carole and apparent agreements reached with Carole, further discussing issues to address in Reply/Replies to Curtis's severance response		
2/10/2022	NES	Telephone conference(s) with Mendel to address approach to severance hearing, address strategy to pursue if opportunity to argue summary judgment points presents itself; receipt and review of memorandum from Bayless indicating that Carole has retracted agreement; preparation and drafting of outline of key summary judgment points to raise during hearing on Motion to Sever if opportunity arises; preparation and drafting of memorandum to Mendel regarding same	1.20	474.00
2/11/2022	NES	Attend hearing on Water Easement issue and Motion to Sever (both granted) together with discussion with Court regarding status of Court's consideration of Motion for Summary Judgment and anticipated timeline for ruling on same; post-hearing communications with Mendel and with Mendel/Bayless	1.20	474.00
2/18/2022	NES	Multiple communications from Court and with Bayless regarding follow-up to Court granting Motion for Severance and status of Court's consideration of Motion for Summary Judgment	0.30	118.50
2/20/2022	NES	Review multiple memorandum to and from parties between 2/17/2022 and 2/20/2022 regarding first draft of proposed Joint Pre-Trial Order prepared by Mendel, including comments from Bayless and Carole, culiminating in preparation and drafting of memorandum to Mendel with potential edits and revisions from Amy/Co-Trustee perspective	1.60	632.00
2/21/2022	NES	Continued review, discussion, editing and preparation of Joint Pre-Trial Order based on discussions with Mendel and comments/proposed content received from Bayless and Carole, culiminating in filing of same by deadline with no input from Curtis; receipt and review of memorandum from R. Munson, post-deadline with Curtis's version of "Joint" Pre-Trial Order and Exhibit List; communicate with Mendel regarding Curtis's purported discovery responses from April 2015; preparation and drafting of Motion to Exclude Tesimony and Evidence, for Sanctions and for Third Contempt as to Curtis	4.20	1,659.00
2/22/2022	NES	Multiple communications with Court and parties regarding hearing on Motion to Exclude and changes to schedule for various matters set for 2/24 and 2/25, moving all matters to hearing docket of 2/25/2022 at 3:00 p.m; Preparation and drafting of Notice of Hearing per Court's instructions; receipt and review of Version 1 of First Amended Pre-Trial Order from Mendel, preparation and drafting of response with comments, questions, and list of addition exhibits to incude; receipt and review of proposed jury charge from Curtis	1.80	711.00
2/23/2022	NES	Meeting with Mendel further to preparations for Friday's Pre-Trial Conference and Hearing, discussing potential strategies for responding to Curtis's Pre-Trial Filings, discussing division of labor for continued preparations	2.20	869.00
2/23/2022	NES	Further communications with Court, Schwager and parties regarding Court's instructions of 2/22/2022 and matters set for consideration on 2/25/2022	0.60	237.00
2/24/2022	NES	Receipt and review of Curtis's Response to Motion for Sanctions; preparation and drafting of Reply to Curtis's Response; Communiciate	4.40	1,738.00

		with Mendel and Bayless regarding draft of First Amended Pre-Trial Order		
2/25/2022	NES	Continued review, editing and discussion about First Amended Pre-Trial Order and approach to Status Conference regarding same; preparation and drafting of chart evaluating Curtis's Second Amended Petition relative to Curtis's proposed Jury Charge/Jury Questions for discussion at Status Conference; preparation and drafting of proposed Order Granting Sanctions; receipt and review of Curtis's Sur-Reply on Motion to Exclude/for Sanctions; gather additional exhibits and preparation and drafting of Response to Sur-Reply; prepare outline of key talking points for Motion to Exclude; attend hearing on Motion to Exclude/Status Conference, culiminating in Court announcing that Co-Trustees' Motion for Summary Judgment against Curtis has been granted; post-hearing communications with Mendel and Bayless regarding implications of Summary Judgment being granted; receipt and review of copy of actual Order signed by Court relative to Summary Judgment	5.20	2,054.00
2/27/2022	NES	Multiple activities on 2/26 and 2/27 to begin addressing next steps following granting of Motion for Summary Judgment and instructions from Court further to 2/25/22 hearing, including - - Preparation and drafting of proposed Revised Order regarding transfer of Case No. 2020-35401 from 151th Judicial District Court to 401-Proceeding together with memorandum to all counsel and pro se parties forwarding draft for review and approval; preparation and drafting of memorandum to clients further to efforts to schedule call to discuss the granting of the Motion for Summary Judgment and next steps; multiple communications with Mendel and Bayless regarding Bill of Review proceeding (in the -404 matter) and [redacted] review various memorandum from Schwager suggesting Motion to Reconsider will be filed relative to Summary Judgment, indicating potential interest in settlement versus appeal of Summary Judgment	1.80	711.00
2/28/2022	NES	Preparation and drafting of memorandum to Mendel and Bayless further to topics from memoranda of 2/26 and 2/27' preparation and drafting of memorandum to Amy and Anita regarding Schwager e-mail about "settlement"	0.20	79.00
2/28/2022	NES	Telephone conference(s) with Mendel further to issues raised in recent memorandum	0.40	158.00
			Sub-total Fees:	$20,579.50

Expenses

	Photocopies		78.37
12/14/2021	Hour Messenger		39.04
		Sub-total Expenses:	$117.41

Payments

2/22/2022	Payment	#75176391	200.00	
			Sub-total Payments:	$200.00

Total Current Billing:	$20,696.91
Previous Balance Due:	$155,858.69
Total Now Due:	**$176,555.60**

Federal Tax ID # 76-0535052

TAB 53

412249-403

3/1/2019 12:07:49 PM
Marilyn Burgess - District Clerk
Harris County
Envelope No: 31604119
By: BOEHM, FALON A
Filed: 3/1/2019 11:15:28 AM

Pgs-1

Nelva Brunsting Decd.

NO. 2013-05455

PROBATE COURT 4

2J

CARL HENRY BRUNSTING, INDEPENDENT EXECUTOR OF THE ESTATES OF ELMER H. BRUNSTING AND NELVA E. BRUNSTING	§	IN THE DISTRICT COURT OF
vs.	§	HARRIS COUNTY, T E X A S
CANDACE L. KUNZ-FREED AND VACEK & FREED, PLLC f/k/a THE VACEK LAW FIRM, PLLC	§	164th JUDICIAL DISTRICT

ORDER TRANSFERRING DISTRICT COURT CASE

On February 14, 2019, the Order on Motion to Transfer District Court Proceedings to Probate Court No. 4 was signed in Cause No. 412,249-401, styled *In the Estate of Nelva E. Brunsting, Deceased*, in Probate Court Number Four of Harris County, Texas. It is therefore

ORDERED that Cause No. 2013-05455, styled *Carl Henry Brunsting, Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting v. Candace L. Kunz-Freed and Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC*, is transferred to Harris County Probate Court Four and assigned Cause No. 412.249-403.

Signed this _____ day of _____, 2019.

Signed: 4/4/2019

JUDGE PRESIDING

FILED
2019 APR 10 AM 10:25
COUNTY CLERK
HARRIS COUNTY, TEXAS

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Certified Document Number: 84655908 - Page 1 of 1



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this April 8, 2019

Certified Document Number: 84655908

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

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In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

TAB 54

FILED
12/5/2014 4:13:51 PM
Stan Stanart
County Clerk
Harris County

20820141418:P0047

DM DATA ENTRY PICK UP THIS DATE

PROBATE COURT 4

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, et al	§	
	§	
v.	§	
	§	
ANITA KAY BRUNSTING, et al	§	

RESPONSE TO CANDACE'S MOTION FOR DISTRIBUTION OF TRUST FUNDS & RESPONSE TO CARL'S MOTION FOR DISTRIBUTION OF TRUST FUNDS

Defendant Anita Kay Brunsting files this response to Candace Louise Curtis' Motion for Distribution of Trust Funds and this response to Carl Brunsting's Motion for Distribution of Trust Funds and would respectfully show the Court as follows:

I. Summary of the Argument

1. Distributions to pay legal-fee creditors are not authorized by the trust and, therefore, the motions must be denied.

2. Distributions to pay legal-fee creditors are prohibited by the trust and, therefore, the motions must be denied.

3. The Court lacks jurisdiction to decide the distributions for legal-fee creditor issue because there are no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.

4. If the Court finds the *in terrorem* clause is enforceable, then Candace and Carl have no right to any distribution from the trust.

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II. Argument & Authorities

Candace and Carl seek distributions from the trusts to pay their creditor-attorneys.

Neither Candace nor Carl cite any provision in the trust instruments that would allow for the requested distributions. This is a tacit admission that such distributions are not authorized by the trust instruments.

Neither Candace nor Carl cite any legal authority that would allow for the requested distributions. This is a tacit admission that such distributions are not permitted by any legal authority.

Since there is nothing in the trust instruments or in any legal authority that allows the requested distributions, the motions must be denied.

A. The Brunsting Family Living Trust.

With respect to distributions under the Brunsting Family Living Trust, the instrument provides:

> i. Distributions of Net Income
>
> Our trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of [the beneficiary] as much of the net income from [the beneficiary's] trust share as our Trustee deems advisable for the health, education, maintenance and support of [the beneficiary], for [the beneficiary's] lifetime.
>
> ii. Distributions of Principal
>
> Our trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of [the beneficiary] as much of the principal from [the beneficiary's] trust share as our Trustee deems advisable for the health, education, maintenance and support of [the beneficiary], for [the beneficiary's] lifetime.[1]

[1] Exhibit 1, Restatement of the Brunsting Family Living Trust, pages 10-1 to 10-12.

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Furthermore, the trust instrument prohibits the trust from being charged with a beneficiary's debt:

> No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.[2]

Finally, the trust instrument provides:

> All trusts created under this agreement shall be administered free from the active supervision of any court.[3]

B. The Qualified Beneficiary Designation.

With respect to distributions under the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement ("QBD"), the instrument provides:

> The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for the benefit for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as Trustee shall deem appropriate for such distributees' health, support, maintenance, and education.[4]

Furthermore, the QBD contains spendthrift provisions that prohibit the requested distribution:

---

[2] Exhibit 1, Restatement of the Brunsting Family Living Trust, page 11-1.

[3] Exhibit 1, Restatement of the Brunsting Family Living Trust, page 4-5.

[4] Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, pages 7-8.

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> [N]either the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary.[5]

The QBD stated purpose includes:

> (1) To protect trust assets and income from claims of and interference from third parties; and
> (2) To protect the beneficiary against claims of third parties.[6]

Finally, the QBD states:

> It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution, or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will.[7]

C. Attorneys Fees are not "Health, Education, Maintenance and Support."

Under both the Brunsting Family Living Trust and the QBD, the distributions are: (1) subject to the sole and absolute discretion of the trustee; and (2) as the trustee deems advisable for the health, education, maintenance and support of a beneficiary. Carl's and Candace's attorneys' fees

---

[5] Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, page 25.

[6] Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, pages 5-6, ¶¶ 4 and 10.

[7] Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, page 25.

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sought in their motion are not for their health, education, maintenance and support.[8] Accordingly, the requested distributions are not authorized by the trust.

D. The Requested Distributions Violate the Spendthrift Provisions.

The sprendthrift provisions plainly state they are designed to prevent interference and claims of third parties. Candace's and Carl's attorneys are third parties. When the spendthrift provisions of the trust and the *in terrorem* provisions are analyzed together, it becomes abundantly clear that the trust was not intended to pay Candace's and Carl's attorneys fees in this case. Accordingly, the requested distributions are prohibited by the trust.

E. There is No Justiciable Case or Controversy with Respect to the Request Distribution.

In the case of *Di Portanova v. Monroe*, the First District Court of Appeals explained:

> Under a discretionary trust, the beneficiary is entitled only to the income or principal that the trustee, in his discretion, shall distribute to the beneficiary. The beneficiary of a discretionary trust cannot compel the trustee to pay him or to apply for his use any part of the trust property, nor can a creditor of the beneficiary reach any part of the trust property until it is distributed to the beneficiary. A court cannot substitute its discretion for that of a trustee, and can interfere with the exercise of discretionary powers only in cases of fraud, misconduct, or clear abuse of discretion.
>
> A court of equity has no right to interfere with and control, in any case, the exercise of a discretionary power, no matter in whom it may be vested; a corporate body or individuals, the aldermen of a city, the directors of a bank, a trustee, executor or guardian; and I add, that meaning and principle of the rule, and the limitations to which it is subject, are in all the cases to which it applies, exactly the same. The meaning and principle of the rule are, that the court will not substitute

[8] Although defendant was unable to find a case directly on point, the case of *Tedder v. Gardner Aldrich, LLP*, 421 S.W.3d 651 (Tex. 2013) appears instructive. The Texas Supreme Court held that attorneys fees in a divorce proceeding were not "necessaries." Defendant recognizes that there is a difference between "necessaries" and the HEMS standard, but nevertheless believes the HEMS standard would not include plaintiffs legal fees in the case at bar.

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> its own judgment for that of the party in whom the discretion is vested, and thus assume to itself a power which the law had given to another[.]
>
> In the absence of evidence of mala fides, the courts are disinclined to interfere where the trustee has been given discretionary powers . . . . The court will refuse to review his decision in the absence of a showing that he did not exercise his discretion in good faith or that his decision was unreasonable; for the trustee in such case stands in the position of an arbitrator.[9]

The First District Court of Appeals ultimately held that the ultimate issue decided by the trial court did not present a justiciable controversy for the trial court to resolve because the issue should have been left to the Trustees' discretion.[10]

Here, Candace and Carl ask this Court to usurp the powers of the trustees and substitute the court's discretion for that of the trustees in violation of the trust. The Court has no jurisdiction to make such determination, because there is no justiciable controversy for the trial court to resolve. There is no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.[11] Even if Candace and Carl made such allegations, there is no evidence to support such allegations.

F. No Contest Clause - Carl and Candace May Not Have An Interest.

Both Carl and Candace appear to concede that they have violated the trust's *in terrorem* clause. Both filed a declaratory judgment action asking this Court to rule that the trust's *in terrorem* clause is overly broad, against public policy, and not capable of enforcement, but neither challenges

---

[9] *Di Portanova v. Monroe*, 229 S.W.3d 324, 330-331 (Tex. App.–Houston [1st Dist.] 2006, pet. denied)(internal citations omitted).

[10] *Id.* at 331.

[11] *See* Candace's Motion and Carl's Motion.

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that their acts to date violated the *in terrorem* clause.[12]

If it is determined that the trust's *in terrorem* clause is capable of enforcement, then Carl and Candace do not have an interest in the trust.

If Carl and Candace do not have an interest in the trust, then there is no right to a distribution. Thus, until the Court resolves the *in terrorem* clause issues, there cannot be distributions to Carl and Candace. Furthermore, even if the *in terrorem* clause issues are resolved in favor of Carl and Candace, the requested distributions cannot be made for the reasons discussed above.

III. Prayer

For these reasons, Defendant Anita Kay Brunsting prays that Candace's and Carl's motion for distribution of trust funds be denied and that Defendant Anita Kay Brunsting receive all other relief, general and special, legal and equitable, to which she or the trust may be entitled.

Respectfully submitted,

/s/ Brad Featherston

Stephen A. Mendel (13930650)
Bradley E. Featherston (24038892)
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Tel: 281-759-3213
Fax: 281-759-3214
stephen@mendellawfirm.com
brad@mendellawfirm.com

Counsel for Anita Kay Brunsting
In Capacities at Issue

[12] Exhibit 3, Carl's First Amended Petition; Exhibit 4, Candace First Amended Petition.

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Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Jason B. Ostrom
Ostrom.Sain, LLP
5020 Montrose Blvd., Suite 310
Houston, Texas 77006
O: 713-863-8891
F: 713-863-1051

Attorney for Candace Louis Curtis

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098
O: 713-522-2224
F: 713-522-2218
Bayless@baylessstokes.com

Attorney for Carl Henry Brunsting, Individually and as Independent Executor of the Estate of Elmer H. Brunsting and Nelva E Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010
O: 713-752-8640
F: 713-425-7945

Attorney for Carole Ann Brunsting

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, Texas 78132
Pro Se

via e-service or telefax on December 5, 2014, to Jason B. Ostrom, Bobbie G. Bayless, and Darlene Payne Smith, and by email to Amy Ruth Brunsting.

/s/ Brad Featherston

Bradley E. Featherston

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EXHIBIT 1

THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Prepared By

Albert E. Vacek, Jr.

The Vacek Law Firm, PLLC

11511 Katy Freeway Suite 520
Houston, Texas 77079

Telephone: (281) 531-5800

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Article VI — For So Long As We Both Shall Live

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Article VIII — Administration of the Survivor's Trust

Article IX — Administration of the Decedent's Trust

Article X — Upon the Death of the Survivor of Us

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Article XII	**Our Trustees' Powers and Authority**
	General Matters
Article XIII	**Definitions**
Article XIV	**Miscellaneous Matters**

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THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement ad all prior amendments.

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We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

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Our trust may also be known as:

> ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

Name	Birth Date
CANDACE LOUISE CURTIS	private
CAROL ANN BRUNSTING	private
CARL HENRY BRUNSTING	
AMY RUTH TSCHIRHART	
ANITA KAY RILEY	

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust

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during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

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Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

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Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and

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deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

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Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and A~~MY RUTH TSCHIRHAR~~RT

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

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A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

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On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

_____
Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 20_____.

_____
Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

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Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

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Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

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deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

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estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

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such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

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Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

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Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

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in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

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of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

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of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

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Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

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Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;

2. Our residence shall be designed or adapted for human residence;

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3. Such property shall at all times be used as our residence;

4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;

5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;

6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

7. This trust has acquired the property in an instrument of title that

   a. describes the property with sufficient certainty to identify it and the interest acquired;

   b. is recorded in the real property records of the county in which the property is located; and

   c. is executed by one or both of us as Trustors or by our personal representatives.

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Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative

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of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside

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of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

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2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

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Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

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Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

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2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

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Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

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2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

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3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

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Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

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The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

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b. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. Distributions from the Personal Representative

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

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a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

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c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

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Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

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If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

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Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

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appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

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Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

Beneficiary	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
CARL HENRY BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
ANITA KAY RILEY	1/5

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

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ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

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iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

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i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

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However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

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CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

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BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

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In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

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TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

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will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

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such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

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2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount..

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

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Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

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Beneficiary	Share%
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

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Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

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Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

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Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

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2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

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The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

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Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

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Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In

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determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

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Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

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Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and

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liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

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Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

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Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

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The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

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Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under

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the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

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The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

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Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

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The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented

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by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

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Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

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Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the

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newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

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Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

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4. Founders. The term "Founders" means the "grantors", "trustors", "settlors" or any other name given to the makers of this trust either by law or by popular usage.

5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.

6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.

8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

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10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

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Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

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Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

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Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

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Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

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as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

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Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

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THE STATE OF TEXAS

COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Notary Public, State of Texas

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QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

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the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

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DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

Beneficiaries	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
CARL HENRY BRUNSTING	1/5
ANITA KAY BRUNSTING	1/5

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B. **Division into Separate Shares**

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. **Share for CANDACE LOUISE CURTIS**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. **Share for CAROL ANN BRUNSTING**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. **Share for AMY RUTH TSCHIRHART**

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

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RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

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to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;

2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

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7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

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successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c)) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

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the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.

   a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

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but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

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Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."

e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

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thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

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for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

   a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

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business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

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as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

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make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

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PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."

3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

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require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

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incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

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The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

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custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

   a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.

   b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

   c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

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state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.

9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

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inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

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1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;

2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;

3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;

5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;

7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

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attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;

9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

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B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

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Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

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be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041 , no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

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Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.

3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

   a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.

4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

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the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

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7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.

B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

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most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).

2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.

3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

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separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.

5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

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the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

   a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

   b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.

3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.

4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

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not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:

   a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;

   b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;

   c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or

   d. Abandon Property: Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.

3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

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Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.

D. Indemnification of Trustee from Trust Assets for Environmental Expenses:

1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.

a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:

(i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;

(ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;

(iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and

(iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:

(i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

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(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

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ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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EXHIBIT 3

NO. 412.249-401 PROBATE COURT 4

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING, individually and as independent executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting	§	IN PROBATE COURT
vs.	§	
ANITA KAY BRUNSTING f/k/a ANITA KAY RILEY, individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Anita Kay Brunsting Personal Asset Trust; AMY RUTH BRUNSTING f/k/a AMY RUTH TSCHIRHART, individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust, and the Amy Ruth Tschirhart Personal Asset Trust; CAROLE ANN BRUNSTING, individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust; and as a nominal defendant only, CANDACE LOUISE CURTIS	§	NUMBER FOUR (4) OF
	§	HARRIS COUNTY, TEXAS

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Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FIRST AMENDED PETITION FOR DECLARATORY JUDGMENT, FOR AN ACCOUNTING, FOR DAMAGES, AND FOR IMPOSITION OF A CONSTRUCTIVE TRUST

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, CARL HENRY BRUNSTING, individually and as Independent Executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting, filing his First Amended Petition for Declaratory Judgment, for Accounting, for Damages, and for Imposition of a Constructive Trust, and in support thereof would show the Court as follows:

I.

Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

II.

Parties

2. Plaintiff is the duly appointed personal representative of the estates of both his father, Elmer H. Brunsting ("Elmer"),[1] and his mother, Nelva E. Brunsting ("Nelva").[2] These estates are collectively referred to herein as the "Estates." In his individual capacity, Plaintiff is referred to herein as "Carl." Carl was previously a successor trustee of the Brunsting Family Living Trust created on October 10, 1996 and restated on January 12, 2005 (the "Family Trust"). Carl is a beneficiary of the Family Trust and the other trusts created by its terms. Elmer was a trustee and a beneficiary of the Family Trust, and Nelva was also a trustee and beneficiary of the Family Trust and its successor trusts. The successor trusts of the Family Trust resulted pursuant to the terms of the Family Trust upon Elmer's death. Those successor trusts are the Elmer H. Brunsting Decedent's

[1]Elmer died on April 1, 2009. Plaintiff qualified as Independent Executor of his estate on August 28, 2012.

[2]Nelva died on November 11, 2011. Plaintiff qualified as Independent Executor of her estate on August 28, 2012.

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Trust ("Elmer's Decedent's Trust") and the Nelva E. Brunsting Survivor's Trust ("Nelva's Survivor's Trust"). Those are sometimes collectively referred to herein as the "Successor Trusts." Carl is also the beneficiary, but not the trustee, of the Carl Henry Brunsting Personal Asset Trust ("Carl's Trust") which was created pursuant to the terms of the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment signed on 8/25/10 (the "8/25/10 QBD"). As will be further discussed herein, Plaintiff believes the 8/25/10 QBD was the result of undue influence, was done when Nelva lacked capacity and/or was created by deception so that Nelva did not understand or consent to the document. In fact, it is far from clear what documents Nelva even signed or knew existed.

3. Defendant Anita Kay Brunsting f/k/a/ Anita Kay Riley is Carl's sister. Anita has made an appearance in this action and may be served through her counsel of record. In her individual capacity and when acting pursuant to the power of attorney purportedly executed by Nelva on August 25, 2010 ("8/25/10 POA"), this Defendant will be referred to herein as "Anita." Anita was named as a successor trustee under the terms of the tainted 8/25/10 QBD. Pursuant to the terms of that document, upon Nelva's death, Anita was to become co-trustee of the Family Trust and the Successor Trusts. On December 21, 2010, however, Nelva purportedly signed a resignation of her position as trustee and appointed Anita to be her successor even before her death. From that point until her mother's death on November 11, 2011, Anita acted as the sole trustee of the Family Trust and the Successor Trusts. As will be discussed herein, Plaintiff believes Anita convinced Nelva to resign from her trustee position and to appoint Anita as her replacement through improper means and for improper purposes. The terms of the tainted 8/25/10 QBD made Anita co-trustee of Carl's Trust. Anita is also beneficiary and trustee of the Anita Kay Brunsting Personal Asset Trust ("Anita's Trust").

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4. Defendant Amy Ruth Brunsting f/k/a/ Amy Ruth Tschirhart ("Amy") is Carl's sister. Amy has made an appearance in this action and may be served through her counsel. Pursuant to the terms of the tainted 8/25/10 QBD, Amy became a co-trustee of the Family Trust and the Successor Trusts upon Nelva's death. Anita and Amy in their capacity as trustees of the Family Trusts and the Successor Trusts are sometimes collectively referred to herein as the "Current Trustees". Amy is also the beneficiary and the trustee of the Amy Ruth Brunsting Personal Asset Trust ("Amy's Trust"). The terms of the tainted 8/25/10 QBD also made Amy co-trustee of Carl's Trust.

5. Defendant Carole Ann Brunsting ("Carole") is Carl's sister. Carole has made an appearance in this action and may be served through her counsel. Carole was named in Nelva's health care power of attorney and was made a joint signatory on Nelva's bank account when Anita took over as trustee. Carole is also the beneficiary and trustee of the Carole Ann Brunsting Personal Asset Trust ("Carole's Trust").

6. Candace Louise Curtis ("Candy") is Carl's sister. Candy is named in this action only because these claims impact her rights as a beneficiary of various trusts. Plaintiff does not seek to recover any damages from Candy. Candy has waived service of citation. Candy and Carl were the only Brunsting siblings whose right to be trustees of their own trusts after Nelva died were extinguished by the changes implemented in the tainted 8/25/10 QBD. Candy is the beneficiary of the Candace Louise Curtis Personal Asset Trust ("Candy's Trust") of which Anita and Amy are the co-trustees.

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III.

Jurisdiction

7. Plaintiff brings this cause of action pursuant to Chapters 37 of the Texas Civil Practice and Remedies Code and Chapter 115 of the Texas Property Code. More specifically, Plaintiff brings this proceeding to:

(a) establish, construe the terms of, and determine the rights and liabilities of the parties under the Family Trust, the Successor Trusts, and the trusts purportedly created pursuant to the terms of the tainted 8/25/10 QBD;

(b) require an accounting of all the trusts and other transactions resulting from Anita, Amy, and Carole's exercise of control over Elmer and Nelva's remaining assets, however held;

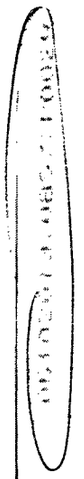
(c) determine damages resulting from Anita, Amy, and Carole's wrongful acts, including, but not limited to, numerous breaches of fiduciary duties;

(d) impose a constructive trust over assets wrongfully transferred, as well as anything of value obtained through the use of assets wrongfully transferred;

(e) obtain injunctive relief to preserve Elmer and Nelva's assets, however held, until the records concerning the transfers of assets can be examined and appropriate remedies can be sought so that the improper transfers can be reversed and the assets can be properly allocated and distributed.

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IV.

Venue

8. Venue in this cause is in Harris County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code §15.002(a)(1) because all, or substantially all, of the acts giving rise to Plaintiff's claims occurred in Harris County, Texas.

V.

Facts

9. On October 10, 1996, Elmer and Nelva established the Family Trust. The Family Trust was restated on January 12, 2005. The Family Trust was initially revocable, but only until the death of either Elmer or Nelva. Thus, when Elmer died on April 1, 2009, the Family Trust became irrevocable. At that point, the Family Trust's assets were to be divided between Elmer's Decedent's Trust and Nelva's Survivor's Trust pursuant to Article VII of the Family Trust.

10. At some point, Anita and Amy implemented a plan to take over their parents' remaining assets and divide the spoils. That plan was made feasible when Carl became seriously ill with encephalitis in July, 2010. Carl had been an obstacle to Anita and Amy's plans, so they seized the opportunity to become even more aggressive in controlling their mother's actions. Carole's initial resistence to Anita and Amy's scheme was apparently eliminated through transfers of assets to which she was not entitled.

11. Anita and Amy carried out their plan of replacing their mother's wishes with their own with the help of Nelva's own legal counsel. The result was the tainted 8/25/10 QBD. Through bullying and deception, that document was executed without regard to Nelva's capacity and notwithstanding Nelva's apparent lack of understanding, knowledge, or consent to what was occurring. The 8/25/10 QBD removed Carl from his successor trustee roles. At that time all prior

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powers of attorney were revoked and replaced with one giving Anita control of her mother's affairs. During the same period, Nelva's safe deposit box to which Carl had access was closed and a new one opened giving Anita access instead. Anita and Amy apparently determined which documents would be prepared, regardless of whether Nelva agreed with or even knew what they were doing. The only document which Anita and Amy wanted but seem to have been unsuccessful in implementing was a document intended to exclude Carl's daughter and granddaughter from inheriting through Nelva.

12. Perhaps because it became too difficult to even pretend to be obtaining Nelva's signature on documents needed to take all the steps Defendants wanted to take, or because Anita, Amy, and Carole did not want to wait for Nelva's death to begin using her assets for their own purposes, other steps were taken to obtain complete control of Nelva's assets, however held. Anita and Amy's continued efforts resulted in Nelva's purported resignation as trustee and purported appointment of Anita as substitute trustee of the Family Trust and the Successor Trusts on December 21, 2010. Thereafter, Anita used her position as trustee to repeatedly transfer assets for her own benefit and that of her children, for Amy's benefit and the benefit of Amy's children, and for Carole's benefit. Anita disregarded the terms of the Family Trust as she saw fit. For example, Anita began paying herself an exorbitant trustee's fee. Anita also began paying her own credit card bills, as well as other personal expenses, such as payments for her children's automobiles and educational expenses, from the Family Trust and Successor Trusts' accounts.

13. On December 31, 2010, an account was established, allegedly for Nelva's benefit to be used on day to day expenses but on which Carole was a signatory. Over the next year, more than $150,000 was transferred from trust accounts by Anita and spent by Carole on what appears to be predominantly items for Carole's own benefit. At the same time, Anita was draining the other

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accounts owned by Elmer's estate, Nelva, or the Successor Trusts, at least in part for her own purposes and/or other improper purposes.

14. On March 24, 2011, Anita divided the more than 4,000 shares of Exxon Mobile stock purportedly owned by the Family Trust between Elmer's Decedent's Trust and Nelva's Survivor's Trust. Then on May 9, 2011, Anita transferred 1,120 shares of that stock from Nelva's Survivor's Trust to Amy. On June 13, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to herself, and on June 15, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to Candy. An finally, on June 15, 2011, Anita transferred 1,325 shares from Elmer's Decedent's Trust to Carole. No shares were transferred to Carl, despite Anita's knowledge of Carl's serious health crisis and large medical expenses. In fact, Carl's family was not even informed of the transfers of stock and did not learn about them until after Nelva's death.

15. On June 14, 2011, Anita also transferred 135 shares of Chevron stock purportedly owned by Nelva's Survivor's Trust to each of her two children and to each of Amy's two children. No similar gift was made to either Carl's daughter or granddaughter or to Candy's two sons. Moreover, Carl's entire family was excluded from conversations addressing the status of the Brunsting estate, changes in the trusts, and Nelva's removal from involvement with and control over the trusts. Instead of assisting with Carl's medical bills, it is believed that trust assets were used to hire investigators to follow Carl's wife of 30 years and that a GPS tracking device was even placed on Carl's wife's car without her consent, at the apparent direction of Anita and Amy.

16. On Nelva's death on November 11, 2011, Amy joined Anita as co-trustee of the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Assets were to be divided equally into separate trusts for each of the Brunsting children upon Nelva's death. Until the tainted 8/25/10 QBD, each of the Brunsting children would have been trustee of their own trusts, but in the

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tainted 8/25/10 QBD, both Carl and Candy were removed as trustees of their own trusts. Instead, Anita and Amy were named co-trustees of both Carl's Trust and Candy's Trust.

17. Of course, by the time of Nelva's death, the remaining assets had already been plundered. Indeed, two days before Nelva died, Anita even closed the safe deposit box used by Nelva and no inventory of its contents have ever been provided although it had been where valuable items and documents had been kept. A number of valuable items remain unaccounted for after Nelva's death, such as a significant amount of savings bonds which it is believed either Anita, Amy, or Carole have not admitted they discovered and kept. Likewise, no effort was made to value, preserve, inventory, and properly divide personal property.

18. Of course, many things have not been accounted for or properly shared with Plaintiff. Plaintiff has not, for example, been provided with a copy of the lease of the most valuable asset his parents owned, a multimillion dollar farm in Iowa. To the extent information has been provided because Plaintiff has sought it and even filed a pre-suit discovery action to obtain it, that information has made it clear the plundering started long ago and only court intervention or complete dissipation of the assets will stop it. Apparently the Current Trustees believe the division of assets should be made based on the terms of the tainted 8/25/10 QBD, and without taking into consideration what Anita, Amy & Carole have already taken.

V.

Construction of Trust and Suit for Declaratory Judgment

19. The 8/25/10 QBD contains a broad *in terrorem* clause providing that a party forfeits their interest in the resulting trust if contesting its provisions. Plaintiff asserts that the *in terrorem* clause is overly broad and void as against public policy because it prohibits the trust beneficiaries

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from questioning any of the circumstances surrounding the Current Trustees' improper actions in this case, thereby preventing them from protecting their interests.

20. In addition, Plaintiff seeks declaratory relief construing the validity, terms, responsibilities, and obligations of the various documents signed or purportedly signed by Elmer and Nelva concerning their estate planning and trusts they established in connection with that estate planning. Those documents include, but are not limited to the Family Trust, the 8/25/10 QBD, the 8/25/10 POA, Nelva's purported resignation as trustee of the Family Trust and Nelva's purported appointment of Anita as successor trustee of the Family Trust. In other words, Plaintiff also asks this Court to determine Plaintiff's rights and Defendants' responsibilities relating to those documents.

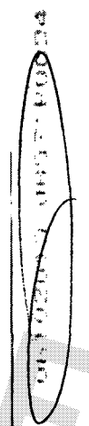
21. If the Court fails to find that the *in terrorem* clause is void as against public policy to the extent it prohibits beneficiaries from questioning the actions resulting in the QBDs and the actions supposedly taken under its terms, Plaintiff asks, in the alternative, that the Court construe the documents at issue herein and declare that Plaintiff's actions in filing and pursuing this action do not violate the *in terrorem* clause.

22. Plaintiff, in fact, seeks to determine and enforce his partents' intent and to further the purposes of that intent. In doing so, Plaintiff was required to bring this action requesting declaratory relief and an accounting. Such actions would not constitute a contest even if the provision were not void because it is against public policy.

23. Plaintiff further asserts that he had just cause to bring this lawsuit and that he has brought the action in good faith. Therefore, no forfeiture should result from the action.

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VI.

Demand for Trust Accounting

24. The Current Trustees have provided insufficient, conflicting, and unsupported information to Plaintiff accounting for the assets and transactions concerning the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Neither the Current Trustees nor Carole have provided any accounting of the bank account on which Carole was a joint signatory with her mother.

25. The Texas Trust Code and the trust indentures require the Current Trustees to keep complete and accurate books of account with regard to the trusts, trust property and all transactions pertaining thereto and to provide the appropriate information to the beneficiaries, but they have failed to do so. Plaintiff, therefore, requests that this Court order Defendants to account for the administration of all the trusts.

VII.

Breach of Fiduciary Duties

26. Anita and Amy have breached their duties as fiduciaries, both because of their formal positions as trustees of the various trusts, as agents for Nelva, and/or because of their family relationship to their parents and their brother. Carole had fiduciary duties to Plaintiff, because of the position of trust she held with her elderly parents and her brother and also because she was a signatory on Nelva's bank account. Not only is the family relationship one involving a high degree of trust, influence, and confidence, but in this particular case, the fiduciary obligations were magnified because of the dominance on the part of the fiduciaries and the weakness and dependence on the part of the parties to whom Defendants owed fiduciary duties. They have breached their responsibilities by, among other things, transferring valuable property without receiving appropriate

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consideration and taking assets for their own benefit and use and in violation of their duties and the trust instruments themselves. Breaches of fiduciary duty by Defendants include, but are not limited to, the following:

a. failing to keep and provide clear, regular, accurate, and complete accountings of assets;

b. resisting accountings of property and transactions;

c. failing to abide by the terms of the various trust instruments;

d. failing to preserve property and to prevent losses of property;

e. conveying property in ways which were detrimental and in violation of their obligations;

f. entering into transactions which were not in the best interests of persons and trusts to whom they owed fiduciary obligations;

g. becoming involved in matters in which Anita, Amy, and Carole represented interests which conflicted with those of their parents, Carl, and the trusts and their beneficiaries, including Nelva;

h. failing to be loyal to their family members and the trust beneficiaries and to take actions based upon the best interests of Nelva, Carl, and the trusts;

i. failing to deal impartially, fairly, and equally with Nelva, Carl, and the trusts;

j. failing to prevent transfers, gifts, or removal of assets;

k. failing to make appropriate and equal distributions;

l. failing to adequately inform the beneficiaries about assets and transactions and beneficiaries' rights;

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m. misrepresenting or allowing misrepresentations concerning assets and transactions and beneficiaries' rights;

n. failing to prevent transactions which were detrimental to their family members and the trusts;

o. allowing the payment of inappropriate amounts from assets they purportedly held as fiduciaries; and

p. failing to follow and otherwise enforce the terms of the trust instruments.

27. In connection with actions by Defendants with regard to transactions involving self-dealing, Defendants, acting in a fiduciary capacity have the burden of establishing the propriety of those transactions. Defendants must prove those transactions were fair and equitable to Plaintiff, and the transactions at issue in this case clearly were not.

28. As a result of Defendants' actions described herein, Plaintiff has been damaged. Because Defendants' actions were committed willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over $1 million.

VIII.

Conversion

29. Plaintiff owned, possessed, or had the right to possession of certain personal property, including, but not limited to, stock, accounts at financial institutions, contents of a safe deposit box, and savings bonds over which Defendants wrongfully exercised dominion or control.

30. Plaintiff has suffered damages as a result of Defendants' actions. Because Defendants' conversion was committed willfully and maliciously, Plaintiff also request that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over $1 million.

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IX.

Tortious Interference with Inheritance

31. Defendants' actions also constitute tortious interference with Carl's inheritance rights. Through duress, manipulation, and outright deception, Defendants obtained valuable assets which would have otherwise passed by inheritance, thus preventing Carl from receiving what he would otherwise have received from his parents' estates.

32. Carl has been damaged as a result of Defendants' actions. Defendants' actions were committed willfully, maliciously, and with the intent to conceal the true nature of the estate and the trusts, all to Carl's detriment. Accordingly, Carl also requests that exemplary damages be awarded against Defendants. Carl seeks monetary damages in excess of $1 million.

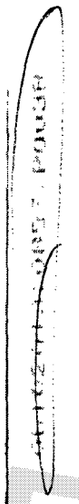
X.

Constructive Trust

33. Plaintiff seeks the imposition of a constructive trust over the assets to which he is entitled, including all property improperly transferred by Anita and Amy, including, but not limited to, the property received by Anita, Amy, Carole, and their insiders or related entities, as well as the profits Defendants received as a result of the transfer of those assets. Plaintiff also seeks the imposition of a constructive trust over the assets of Anita, Amy, and Carole's Trusts to the extent needed to reverse the improper transfers. Plaintiff thus requests a distribution of those assets in the amount lawfully due the Plaintiff, together with all interest accrued from the time such distribution should have been made.

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XI.

Fraud

34. On information and belief, Plaintiff alleges that Defendants made material, false representations to Nelva concerning the actions which were being taken with regard to her assets and the Family Trust, as well as the rights, responsibilities, and changes that were being made to the Family Trust. It is also believed that Defendants misled Nelva about the impact those changes would have, both on Nelva's assets and interest in the Family Trust and on Nelva's wishes concerning the disposition of her estate. Defendants knew the representations were false when they were made, or at the very least, Defendants made the representations recklessly. The representations were made by Defendants with the intent that Nelva act on them. Nelva relied on those representations, and as result, Plaintiff suffered injury.

35. Plaintiff has been damaged as a result of Defendants' actions. Because Defendants' actions were made willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over $1 million.

XII.

Civil Conspiracy

36. Defendants combined to accomplish the unlawful objectives of facilitating the breach of duties to Plaintiff and interference with Plaintiff's rights, as well as the commission of fraud and fraudulent concealment. Defendants had a meeting of the minds on the object or course of action, and all of the Defendants committed unlawful overt acts to further the conspiracy. Such actions by Defendants amount to a civil conspiracy.

37. Plaintiff has been damaged as a result of Defendants' actions. Defendants' actions in furtherance of the civil conspiracy were taken willfully and maliciously, all to the detriment of

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Plaintiff. Accordingly, Plaintiff also requests exemplary damages. Plaintiff seeks monetary damages in excess of $1 million.

XIII.

Fraudulent Concealment

38. Plaintiff was not aware of Defendants' wrongful actions because Defendants took affirmative steps to deceive Nelva and Carl and to conceal their wrongful actions from Nelva and Carl. Upon information and belief, such deception included misleading Nelva about what was being done, what she was being asked to sign, why she was being asked to sign it, what would happen if she signed it, and the status of her assets. Carl was not given any information concerning the actions being taken by Defendants. As a result of this affirmative deception by Defendants and Nelva and Carl's reasonable reliance on that deception, Plaintiff did not know of these claims in this action until well after his mother's death on November 11, 2011. In fact, Plaintiff still does not know the full extent of his claims.

XIV.

Discovery Rule

39. Plaintiff affirmatively pleads the discovery rule and asserts that his claims have been brought within the required periods from the date when he knew, or reasonably should have known, that his claims had accrued.

XV.

Tolling of Limitations

40. Tex. Civ. Prac. & Rem. Code Ann. §16.062 tolls the limitations period for Plaintiff because of Elmer and Nelva's deaths.

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XVI.

Conditions Precedent

41. All conditions precedent to the recovery of the relief sought hereunder have occurred or have been performed. Plaintiff is prosecuting this action in good faith and with just cause for the purpose of determining and protecting the assets of the trusts.

XVII.

Prejudgment Interest

42. Plaintiff is also entitled to prejudgment interest on his claims.

XVIII.

Request for Attorneys' Fees

43. Plaintiff requests that he be allowed to recover his fees and expenses for this action pursuant to Tex. Civ. Prac. Rem. Code Ann. §37.009. Plaintiff further requests that this Court award Plaintiff his costs and reasonable and necessary attorney's fees which had to be incurred prior to and in connection with this matter pursuant to Tex. Prop. Code Ann. §114.064. Plaintiff also seeks awards for any appellate fees that may be required in connection with this action.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the parties listed above be cited to appear and answer, and that on final hearing this Court declare the rights, duties and liabilities of the parties to the Trust and enter a judgment as sought by Plaintiff and for such other and further relief to which Plaintiff may show himself justly entitled.

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Respectfully submitted,

BAYLESS & STOKES

By: _____
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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded to counsel of record via Telecopier on the 7th day of June, 2013, as follows:

Maureen Kuzik McCutchen
George W. Vie, III
2228 Mechanic, Suite 400
P.O. Box 1943
Galveston, TX 77553

Darlene Payne Smith
Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, TX 77010

_____
BOBBIE G. BAYLESS

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EXHIBIT 4

UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

CANDACE LOUISE CURTIS, PLAINTIFF	§ § §	
VS.	§ §	CIVIL ACTION NO. 4:12-CV-00592 JUDGE KENNETH M. HOYT
ANITA KAY BRUNSTING, AMY RUTH BRUNSTING, AND DOES 1-100, DEFENDANTS	§ § § §	JURY TRIAL DEMANDED

PLAINTIFF'S FIRST AMENDED PETITION

I. PARTIES

1. Plaintiff, Candice Louis Curtis is a citizen of the State of California.

2. Defendant Anita Kay Brunsting is a citizen of the State of Texas, who has answered and appeared herein.

3. Defendant Amy Ruth Brunsting is a citizen of the State of Texas, who has answered and appeared herein.

4. Necessary Party and involuntary plaintiff is Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting, who is a citizen of the State of Texas and is expected to waive the issuance of citation. He is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.

5. Necessary Party is Carole Ann Brunsting, who is a citizen of the State of Texas, and who can be served with citation at 5822 Jason St., Houston, Texas 77074. She is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.

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II. JURISDICTION AND VENUE

6. This Court had jurisdiction of the state law claims alleged herein pursuant to 28 USC § 1332(a)(1) – 28 USC § 1332(b), and 28 USC § 1332(C)(2) in that this action is between parties who are citizens of different states and the amount in controversy exceeds the sum of $75,000.00, exclusive of interests and costs. Jurisdiction may be destroyed if all necessary parties are joined.

7. The Res in this matter includes assets belonging to the Brunsting Family Living Trust ("Trust") and assets belonging to the Estate of Nelva Brunsting, Deceased, under the care and control of Necessary Party Carl Brunsting.

III. NATURE OF ACTION

8. This action arises out of the misappropriate and mismanagement of assets that belonged to Nelva Brunsting during her life and of assets that belonged to the Brunsting Family Trust, and the execution of invalid documents seeking to amend the Brunsting Family Trust.

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IV. CAUSES OF ACTION

9. Breach of Fiduciary Duty. Defendants Anita Brunsting and Amy Brunsting are Co-Trustees of the Trust and owed to Plaintiff , Carl Brunsting, and Carole Brunsting, a fiduciary duty, which includes : (1) a duty of loyalty and utmost good faith; (2) a duty of candor; (3) a duty to refrain from self-dealing; (4) a duty to act with integrity of the strictest kind; (5) a duty of fair, honest dealing; and (6) a duty of full disclosure. Defendants have violated this duty by engaging in self-dealing, by failing to disclose the existence of assets to Plaintiff, by failing to account to Plaintiffs for Trust assets and income, by failing to place Plaintiff's interests ahead of their own, and by making distributions that deviate from the strict language of the Trust. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment

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interest and costs of court.

10. Fraud. Defendants Anita Brunsting and Amy Brunsting made misrepresentations of material facts with the intent that Plaintiff rely upon them, and Plaintiff did rely upon such misrepresentations to her detriment. Such misrepresentations included statements regarding the Trust, Trust assets, and her right to receive both information and Trust assets. On information and belief, Defendants made fraudulent misrepresentations to Nelva Brunsting upon which she relied to her detriment and to the ultimate detriment of her Estate. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment interest both on behalf of herself, and on behalf of the Estate of Nelva Brunsting, Deceased.

11. Constructive Fraud. Constructive fraud exists when a breach of a legal or equitable duty occurs that has a tendency to deceive others and violate their confidence. As a result of Defendants' fiduciary relationship with Plaintiff and with Nelva Brunsting, Defendants owed Plaintiff and Nelva Brunsting legal duties. The breaches of the fiduciary duties discussed above and incorporated herein by reference constitute constructive fraud, which caused injury to both Nelva Brunsting's Estate and Plaintiff. Plaintiff seeks actual damages, as well as, punitive damages individually and on behalf of Nelva Brunsting's Estate.

12. Money Had and Received. Defendants have taken money that belongs in equity and good conscience to Plaintiff,and has done so with malice and through fraud. Plaintiff seeks her actual damages, exemplary damages, pre- and post-judgment interest and court costs.

13. Conversion. Defendants have converted assets that belong to Plaintiff as beneficiary of the Brunsting Family Trust, assets that belong to the Brunsting Family Trust, and assets that belonged to Nelva Brunsting and that should be a part of her Estate. Defendants have

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wrongfully and with malice exercised dominion and control over these assets, and has damaged Plaintiff, the Brunsting Family Trust, as well as the Estate of Nelva Brusting by so doing. Plaintiff seeks actual damages, exemplary damages, pre- and post-judgment interest and court costs, both individually and on behalf of the Decedent's Estate.

14. Tortious Interference with Inheritance Rights. A cause of action for tortious interference with inheritance rights exists when a defendant by fraud, duress, or other tortious means intentionally prevents another from receiving from a third person an inheritance or gift that he would otherwise have received. Defendants herein breached their fiduciary duties and converted funds that would have passed to Plaintiff through the Brunsting Family Trust, and in doing so tortiously interfered with Plaintiff's inheritance rights. Plaintiff seeks actual damages as well as punitive damages.

15. Declaratory Judgment Action. The Brunsting Family Trust was created by Nelva and Elmer Brunsting, and became irrevocable upon the death of Elmer Brunsting. After his death, Nelva executed a Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment ("Modification Documents"), which attempted to change the terms of the then-irrevocable Trust. Upon information and belief, Nelva did not understand what she was signing when she signed the Modification Documents, and signed them as a result of undue influence and/or duress. Plaintiff seeks a declaration that the Modification Documents are not valid, and further that the *in terrorem* clause contained therein is overly broad, against public policy and not capable of enforcement. Plaintiff further seeks a declaration as to her rights under the Brunsting Family Trust. Plaintiff contends and will show that she has brought her action in good faith.

16. Demand for Accounting. Plaintiff seeks a formal accounting from Defendants in compliance

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with the Texas Property Code.

V. JURY DEMAND

17. Plaintiff hereby makes her demand for a jury trial in this matter.

VI. PRAYER

18. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final trial in this matter, she will take judgment for her actual and exemplary damages, actual and exemplary damages will be awarded to the Estate of Nelva Brunsting, that pre- and post-judgment interest and costs of court will be assessed against the Defendants, and that she be granted such other and further relief to which she may show herself justly entitled.

Respectfully Submitted,

OSTROM/Sain
A limited Liability Partnership

BY: */s/ Jason B. Ostrom*
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(TBA #24027710)
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Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom
Jason B. Ostrom

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TAB 55

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EXHIBIT C

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QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

Page 3 of 38 Thursday, June 23, 2022 County Clerk Harris County, Texas

the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

Beneficiaries	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
CARL HENRY BRUNSTING	1/5
ANITA KAY BRUNSTING	1/5

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B. Division into Separate Shares

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. Share for CANDACE LOUISE CURTIS

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. Share for CAROL ANN BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. Share for AMY RUTH TSCHIRHART

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

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RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

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to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;

2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;

3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

4. To protect trust assets and income from claims of and interference from third parties;

5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

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7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);

8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;

9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and

10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

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successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c)) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

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the benefit of the beneficiary for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as such Trustee shall deem appropriate for such distributees' health, support, maintenance and education. Any income not distributed shall be accumulated and added to principal. In exercising the discretions conferred in this paragraph, the Trustee may pay more to or apply more for some beneficiaries to the exclusion of others, if such Trustee deems this necessary or appropriate in light of the circumstances, the size of the Trust Estate and the probable future needs of the beneficiaries. The Trustee shall, before making any such distributions, consider the Trustor's intent in creating the trust, as set forth above in paragraph B.

2. Additional Guidelines for Distributions: In addition to the provisions set forth above for making discretionary distributions of income and/or principal, the Trustee shall be further guided as follows in making such distributions. Any such distributions shall be made in the sole and absolute discretion of the Trustee and shall be binding on all persons howsoever interested now or in the future in this trust.

a. Primary Beneficiary's Needs Considered First; Broad Interpretation of "Health, Education, Maintenance and Support": In exercising the discretionary powers to provide benefits under this trust, the Trustee shall take into consideration that the primary purpose in establishing this trust is to provide for the present and future welfare of the primary beneficiary, and secondly, the present and future welfare of the primary beneficiary's issue. Furthermore, the Trustee may take into account any beneficiary's character and habits and his or her willingness and action to support himself or herself in light of his or her particular abilities and disabilities, and the needs of other beneficiaries, if any, of the same trust. Finally, the Trustor requests that the Trustee be liberal in determining the needs of a beneficiary for health, support, maintenance and education and in conferring benefits hereunder. The term "health" need not take into account any private or governmental medical insurance or other medical payments to which a beneficiary may be entitled, and the Trustee may pay for the expense of providing health and medical insurance coverage for the beneficiary. The term "education" may include but is not limited to, all expenses incurred in connection with or by reason of a beneficiary's attendance at public or private elementary or high school, college, university or vocational, technical or other educational institution or specialized training programs (whether or not any such institution or program provider shall be a fully accredited educational institution), graduate or post-graduate education expenses, and all expenses incurred in providing such beneficiary with an education in a non-institutional setting; including,

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but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.

c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."

e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

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thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

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for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

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as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.

6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).

7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

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make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.

2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.

3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

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PLLC of Houston, Texas, to help ensure the appropriate selection of the initial Trust Protector.

2. Successor Trust Protector: Upon the removal, death, incompetency, inability or unwillingness to act of the initial Trust Protector (including a written resignation delivered to the Trustee of the affected trust), the next succeeding Trust Protector shall be appointed either by the Special Co-Trustee or by the initial Trust Protector (except as limited by paragraph 4 below) in writing delivered to the Trustee of the affected trust (the first such writing delivered to the Trustee shall control). All further successor Trust Protectors shall be appointed in the same manner, except that where the word "initial" is used in the foregoing sentence there shall be substituted the words "last appointed."

3. Qualifications to Act as Trust Protector: A Trust Protector may act once he has accepted, in writing, his appointment and, other than the case of the initial Trust Protector, has delivered a copy of his appointment and acceptance to the last appointed Trust Protector. Notwithstanding the foregoing, at no time may a Trust Protector be appointed or otherwise act if such person or entity is a currently acting Trustee or Special Co-Trustee or is a current beneficiary of the affected trust or is related to any such beneficiary in any of the following ways: as spouse, ancestor or issue, brother, sister, employee of such beneficiary or of any corporation, firm or partnership in which such beneficiary is an executive or has stock or other holdings which are significant from the viewpoint of control, or is otherwise "related or subordinate to" such beneficiary under IRC Sections 674(a) and (c) and the Regulations thereunder or any similar succeeding Sections or Regulations.

4. Removal of Trust Protector: The primary beneficiaries of the affected trust may by majority vote, and at any time and for any reason, remove the current Trust Protector by delivering to said Trust Protector and to the Special Co-Trustee a signed instrument setting forth the intended effective time and date of such removal. The Special Co-Trustee shall then appoint a successor Trust Protector in accordance with paragraph 2 above (the Trust Protector removed shall no longer have the power under paragraph 2 to appoint his successor). The powers of removal under this paragraph may be limited by the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective."

5. Temporarily Filling a Trust Protector Vacancy: If at any time a vacancy in the office of Trust Protector has not yet been filled as otherwise provided above (including the time before the initial Trust Protector is appointed), such office may be filled promptly, on a temporary basis, by a bank or trust company experienced in trust administration or an attorney (or law firm) who is an experienced tax and/or estate planning specialist provided they meet the qualifications set forth in paragraph 3 above. The Trustor requests, but do not

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require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

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incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

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The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

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custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.

a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.

b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").

c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

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state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.

7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.

8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.

9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

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inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

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1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;

2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;

3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;

4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;

5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;

6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;

7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

8. conspires with or voluntarily assists anyone attempting to do any of the above acts;

9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

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B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

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Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate, and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

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be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041 , no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

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Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.

3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:

   a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.

4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

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the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.

6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

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7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.

8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.

B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

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most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).

2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.

3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

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separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power; Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.

5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.

C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

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the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. Actions at Expense of Trust Estate: Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:

   a. Enter Property: To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and

   b. Review Records: To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.

2. Rights Equivalent to Partner, Member or Shareholder: The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.

3. Right to Still Refuse Acceptance of Trusteeship: Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.

4. Right to Accept Trusteeship Over Other Assets Only: If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

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not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:

   a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;

   b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;

   c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or

   d. Abandon Property: Abandonment of such asset.

2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.

3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

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Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.

D. Indemnification of Trustee from Trust Assets for Environmental Expenses:

1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.

   a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:

      (i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;

      (ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;

      (iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and

      (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.

   b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:

      (i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

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(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.

3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on August 25, 2010.

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 56

412249-401

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FIRST AMENDMENT TO THE RESTATEMENT TO THE BRUNSTING FAMILY LIVING TRUST

ELMER H. BRUNSTING and NELVA E. BRUNSTING, the Founders of the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, hereby amend the said Trust, as follows, to-wit:

1. The said trust entitled "The Brunsting Family Living Trust dated October 10, 1996" is hereby amended so that any and all references to "ANITA RILEY" shall be to "ANITA BRUNSTING". Said correction is incorporated herein as a part of the Brungsting Family Living Trust dated October 10, 1996 for all purposes.

2. Article IV, Section B of the said Trust entitled "Our Successor Trustees" is hereby amended so that from henceforth Article IV, Section B is replaced in its entirety with the Article IV, Section B set forth in Exhibit "A" attached hereto and incorporated herein as a part of the Brunsting Family Living Trust dated October 10, 1996, as restated on January 12, 2005, for all purposes.

3. All amendments set forth in this instrument are effective immediately upon execution of this document by the Founders.

4. All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996 as restated on January 12, 2005, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

WITNESS OUR HANDS this the 6th day of September, 2007.

Elmer H Brunsting
ELMER H. BRUNSTING,
Founder and Trustee

Nelva E Brunsting
NELVA E. BRUNSTING,
Founder and Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 6th day of September, 2007, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Candace L Kunz-Freed
Notary Public, State of Texas

CANDACE LYNNE KUNZ FREED
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MARCH 27, 2011

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EXHIBIT "A"

Article IV

Our Trustees

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals or entities will serve as Co-Trustees:

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS

CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS shall each have the authority to appoint his or her own successor Trustee by appointment in writing.

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then the remaining successor Co-Trustee shall serve alone. However, if neither successor Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as sole successor Trustee.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 57

Harris County - County Probate Court No. 4

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Settlement Proposal

412249-401

From: Anita Brunsting (akbrunsting@outlook.com)

To: occurtis@sbcglobal.net; cbrunsting@sbcglobal.net

Cc: steve@mendellawfirm.com; nspielman@grifmatlaw.com; at.home3@yahoo.com

Date: Friday, March 5, 2021, 10:44 AM PST

Amy and I are sending the settlement proposal below for everyone to consider based on the valuation of the trust on 12/31/2020. Please hit "reply all" so that everyone will see your comments/counter-offers/questions/ or consents regarding the proposal. As indicated below, a final proposal will have to be a written agreement signed by the parties and approved by the court. The specifics are:

Settlement Proposal	**Amount**
Values per Dec. 2020 Accounting	
Liquid Value of Trusts	$ 1,229,252.97
Farm Value	$2,125,000.00
Less Admin/Partition Fees	($30,000.00)
Total	$ 3,324,252.97
Divided by 5/siblings	$ 664,850.59
Candy - cash	$ 664,850.59
Less Atty's Fees	$ ~~(450,000.00)~~
Less $ against inheritance	$ (20,000.00)
Total	$ 494,850.59
Carole - cash	$ 239,850.59
farm	$ 425,000.00
Less atty's fees	$ (79,000.00)
Total	$ 585,850.59
Carl - cash	$ 664,850.59
Less atty's fees	$ (79,000.00)
Total	$ 585,850.59
Amy - cash	$ 664,850.59
Less atty's fees	$ (79,000.00)
Total	$ 585,850.59
Anita - cash	$ 664,850.59
Less atty's fees	$ (150,000.00)
Less $ against inheritance	$ (23,878.00)
Total	$ 490,972.59

Legal Fee Allocation	$ 537,000.00
Anita	$ 150,000.00
Candy	$ 150,000.00
Carole	$ 79,000.00
Carl	$ 79,000.00
Amy	$ 79,000.00
	$ 537,000.00

Notes:

1. This offer is confidential under the Texas Rules of Evidence, and not an admission of liability by any person.

2. Acceptance of this proposal is not binding. Any agreement must be in writing and approved by the Court.

3. Acceptance requires full and total releases of all claims, indemnifications, and dismissal by final judgment by the parties connected to the case.

4. Every person is responsible for their own tax obligations, if any, for assets received or sold.

5. Legal fees do not include fees related to the RICO case.

6. All values in the proposal subject to verification.

7. No personal assets trusts for anyone.

8. Please respond to the foregoing by 5:00 p.m. Friday, March 12, 2021. A lack of response will be considered a rejection of the proposal.

Regards,



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 58

412249-401

09/12/2015 10:20:02 P02/15

EXHIBIT A

UNOFFICIAL COPY

05/11/2015:10:20:P0217

PM TRUST REVIEW MEETING

Signing Date & Time: Wed. Aug. 4th 2pm

Fee: _____

Paid: _____ Mail: ___

Client Name: Brunatz, Nelva

Date: 07/30/10 Estate Size: 2 mil±

IRA: Husband - N/A Wife - _____

Current Address/Phone: 13630 Pinnacle Hou TX 77079

Date of Trust/Restatement: _____ Previous Amendments? Yes.

Subtrust Funding Done previously? Yes. DT & ST.

AMENDMENT: ✓ QBD(PAT)✓ ___ Other ___ Instr Ltr ✓ HCPOA✓

✓ ApptSUCCTee/HIPAA✓ ___ ExTPOA ✓ COT ✓ POA✓ ___ DIR

Anita Kay Ruby & Army Ruth... Co-Tees or Survivor of Them. Then Most

✓ Distribution Change (QBD):

PAT QBD

IF PAT QBD then:

Each beneficiary Trustee of Own Trust: ✓ yes ___ no

except for Carl, Anita & Armie as Co-Tees for Carl (except they have rt to name Carl as Admin'd Mead to Lawn Succ Tee)

Distribution of PAT: _____

Same as LT except need language about the last amend (QBD) re: early distrs.

V&F 000687

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08/15/2022 10:05:02 AM 5 of 90

____ Specific Distribution:

____ Ultimate Distribution:

____ HEALTH CARE DOCUMENTS:

1ST Agent: Carol

2nd Agent: Anita

3rd Amy

IRA TRUST: ____ yes ____ no For whom? ____ husband ____ wife

Trustees upon disability of Trustor or spouse: _____

Each beneficiary Trustee of own trust? ____ yes ____ no

SS# of Surviving Spouse/Beneficiaries: _____

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5/20/2022 1:52:02 PM

FUNDING:

Real Estate _____

Which property has NO MORTGAGE? _____

_____ Recording HS Deed

_____ Apply for HS Exemption

Tax-deferred Assets _____

_____ Bank & Brokerage Accounts	_____ Safe Deposit Box
_____ Life Insurance	_____ Stocks and Bonds
_____ Oil & Gas Interests	_____ Motor Vehicles
_____ Credit Union Accounts	_____ Sole Proprietorship Assets
_____ Partnership Interests	_____ Promissory Notes & Mortgages
_____ CDs	_____ Annuities

Additional Documents: _____

_____

NOTES:

Needs new DFPOA -order

Anita

Carol

Amy

Any Name Changes for children? _____ **Any children Predecease?** No.

If Yes, who: _____

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Electronically Filed: 2015-10-20 10:20:40 PM 2015-10-20 10:20:40 PM

FEES:

QUOTED: $ _____ **(Plus Expenses)**

AMOUNT REC'D: None **DATE:** _____

BALANCE DUE: _____

DOCUBANK? _____

Cost Pat QBD 1200.
Hipaa Pkg 250 - med POA
D.F.P.O.A 150.-
Appt. of Succ Tee
New Card.

Courtesy discount $150.-
Cy

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G:\PM Docs\Checklists\5-1 Checklists\FM Trust Review Mtg.wpd

20201201501 : 00221

Anita - called

Carl has ensephlytus

amendments to trust

Anita & aimee as Co-Tees

Change list under ME

Carol

Anita

aimee

financial P.O.a

Anita

Carol

aimee

Amend to trust /PAT's w/ aimee Anita to be Co-Tees.

to correct Supp Needs to.

Sp needs?

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08/12/2022 10:20:19 PM 22

From:	Anita Brunsting
To:	Candace Freed
Sent:	10/6/2010 8:19:06 PM
Subject:	Brunsting Family Trust

Candace,

I spoke to mom tonight and she agreed to resign as trustee and appoint me as trustee. I told her that you would be contacting her to re-explain things and make sure she understood what was happening.

If you have any questions, my cell is 361-550-7132.

Thanks,
Anita

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I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

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EXHIBIT G

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No. 412,249

IN THE ESTATE OF	§	PROBATE COURT
NELVA E. BRUNSTING	§	NUMBER FOUR (4)
DECEASED	§	HARRIS COUNTY, TEXAS

REPORT OF TEMPORARY ADMINISTRATOR PENDING CONTEST

On July 24, 2015 an Order of this Court, signed by Judge Christine Butts on July 23, 2015, was filed in the above styled and numbered case. In this Order the Court stated that Greg Lester was appointed Temporary Administrator Pending Contest of this estate. The Court directed that Greg Lester will report to the Court regarding the merits of the claims in this case on or before the expiration of this Order. The Order will expire on or about January 20, 2016, which is 180 days after the date that the Order was signed.

BACKGROUND

The Brunsting Family

Nelva and Elmer Brunsting were married and had five (5) children: Candace Louise Curtis (" Candace"), Carol Ann Brunsting (" Carol"), Carl Henry Brunsting ("Carl"), Amy Ruth Tschirhart ("Amy") and Anita Kay Riley ("Anita").

The Brunsting Family Living Trust

Elmer Brunsting and Nelva Brunsting (herein referred to as "Settlors") created the Brunsting Family Living Trust (the "Trust") on October 10, 1996. The Trust was subsequently restated in its entirety on January 12, 2005. A copy of the Restatement of the Brunsting Family Living Trust ("Restatement") is attached hereto as the first exhibit.

The Trust could be amended during the lifetime of the original Settlors. However, once a Settlor dies, the Trust could not be amended except by court order.

Each Settlor could provide for a different disposition of their share of the Trust by executing a qualified beneficiary designation for that person's share alone.

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Trustees of the Brunsting Family Living Trust

The initial trustees of the Trust were Elmer Brunsting and Nelva Brunsting. The Restatement provided that if both original Co-Trustees failed or ceased to serve, then Carl Henry Brunsting and Amy Ruth Tschirhart would serve as Co-Trustees.

Each original Trustee has the right to appoint successor trustees to serve in the event the original Trustee ceases to serve by death, disability, or for any reason, and may specify any conditions on the succession and service as may be permitted by law. The Restatement also provided that the original Trustees may each remove any trustee they have individually named as their respective successor.

On September 6, 2007, a First Amendment to the Restatement to the Brunsting Family Living Trust was executed by Settlors which changed the succession of successor trustees, a copy of which is attached hereto as the second exhibit. This document appointed Carl Henry Brunsting and Candace Louise Curtis as successor co-trustees if both original Trustees fail or cease to serve. If either Carl Henry Brunsting or Candace Louise Curtis should fail or cease to serve, then the remaining successor trustee would serve alone. If neither successor co-trustee is able or willing to serve, then The Frost National Bank shall serve as the sole successor trustee. The First Amendment effectively removed Amy Ruth Tschirhart as the successor co-trustee and substituted Candace Louise Curtis in her place and stead.

Elmer Brunsting died on April 1, 2009, and after her husband's death, Nelva Brunsting served alone as the original trustee.

On December 21, 2010, Nelva Brunsting exercised her right to designate a successor trustee. Nelva Brunsting executed an Appointment of Successor Trustee, a copy of which is attached hereto as the third exhibit. The Appointment of Successor Trustee stated that if Nelva Brunsting resigned as Trustee, then Anita Kay Brunsting would serve as successor trustee, Amy Ruth Tschirhart would serve as the second successor, and The Frost National Bank as the third successor. If Nelva Brunsting fails or ceases to serve as trustee because of her death or disability, then Anita Kay Brunsting and Amy Ruth Tschirhart would serve as successor co-trustees.

On the same date, on December 21, 2010, Nelva Brunsting also exercised her right to resign as Trustee. Specifically, Nelva Brunsting resigned as Trustee of the Trust, the Nelva Brunsting Survivor's Trust and Elmer Brunsting's Decedent's Trust and appointed Anita Kay Brunsting as trustee of the aforementioned Trusts.

Split of Brunsting Family Living Trust into the Survivor's Trust and the Decedent's Trust

After Elmer Brunsting's death on April 1, 2009, the Trust split into two trusts—the Nelva Brunsting Survivor's Trust (the "Survivor's Trust") and the Elmer Brunsting Decedent's Trust

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(the "Decedent's Trust"). Nelva Brunsting, as the original Trustee, served as Trustee over both the Survivor's and Decedent's Trusts.

There is no power of appointment related to the Trust which was exercised by Elmer Brunsting prior to his death on April 1, 2009.

Pursuant to the Restatement, the beneficiary of the Survivor's Trust, Nelva Brunsting, had an unlimited and unrestricted general power of appointment over the entire principal and any accrued but undistributed income of the Survivor's Trust. This general power of appointment was very broad, and granted the survivor the power to appoint the Survivor's Trust to anyone, outright or in trust, in equal or unequal proportions.

The Decedent's Trust would terminate at the surviving Settlor's death or on the death of Nelva Brunsting. Pursuant to the Restatement, the survivor had a limited testamentary power of appointment to appoint the undistributed principal and income to the descendants of the Settlors only. While Nelva Brunsting (as the surviving Settlor) was restricted to only appointing the assets to her descendants, the assets of the Decedent's Trust could be appointed by Nelva Brunsting (as the surviving Settlor) to her descendants in any proportion and on terms and conditions as the survivor elects.

Nelva Brunsting's June 15, 2010 Qualified Beneficiary Designation and Exercise of Power of Appointment

On June 15, 2010, Nelva Brunsting executed a Qualified Beneficiary Designation and Exercise of Power of Appointment under Living Trust Agreement, a copy of which is attached hereto as the fourth exhibit. This document exercised Nelva Brunsting's general power of appointment over the Survivor's Trust and her limited power of appointment over the Decedent's Trust.

Specifically, Nelva Brunsting's exercise appointed the Survivor's Trust and Decedent's Trust to be distributed equally among Nelva and Elmer Brunsting's five (5) children: Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Rilcy. This document also expressed Nelva Brunsting's intent that upon the death of Nelva Brunsting, any funds advanced to Nelva Brunsting's descendants would be deducted from that particular descendant's share of assets received from the Survivor's Trust and Decedent's Trust.

Nelva Brunsting's August 25, 2010 Qualified Beneficiary Designation and Exercise of Power of Appointment

On August 25, 2010, Nelva Brunsting executed a Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement, a copy of which is attached hereto as the fifth exhibit. This document appears to have superseded the June 15,

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2010 Qualified Beneficiary Designation and Exercise of Power of Appointment under Living Trust Agreement.

In this document, Nelva Brunsting exercised her general power of appointment over the Survivor's Trust and her limited power of appointment over the Decedent's Trust. The document stated that the Trustee would pay the balance of both the Survivor's and Decedent's Trust equally to each of her five (5) children: Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Riley, and such assets would be held in a separate Personal Asset Trust for the benefit of each of her children. With the exception of Carl and Candace, each descendant would be the trustee of their own Personal Asset Trust. Specifically, Amy Ruth Tschirhart, Anita Kay Brunsting and Carol Ann Brunsting would each be the trustee of their own Personal Asset Trust. Anita Kay Riley and Amy Ruth Tschirhart were appointed the co-trustees of the Personal Asset Trust for Carl Henry Brunsting and the Personal Asset Trust for Candace Louise Curtis. The document also detailed the administrative provisions relating to the Personal Asset Trusts for Nelva and Elmer Brunsting's descendants.

The major change that resulted from the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement was that Carl Henry Brunsting and Candace Louis Curtis could not elect to be the individual trustee of their own Personal Asset Trusts. The August 25, 2010 document also provided different administrative provisions for the trusts created for the descendants than those provided under Article X of the Restatement.

Notably, the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement contained a no contest clause which provided a lengthy list of prohibited actions that would fall under such no contest clause. The no contest clause provided that any beneficiary who took such prohibited actions would forfeit their share and be treated as if they predeceased Nelva and Elmer Brunsting.

The Death of Nelva Brunsting

Nelva Brunsting died on November 11, 2011, and the Survivor's Trust and Decedent's Trust terminated and were to pass to the Personal Asset Trusts for Candace Louise Curtis, Carol Ann Brunsting, Carl Henry Brunsting, Amy Ruth Tschirhart and Anita Kay Riley. As detailed above, these Personal Asset Trusts were created pursuant to Nelva Brunsting's August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement.

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CLAIMS

The Probate Court Claims Filed by Carl Henry Brunsting and Candace Louise Curtis

Carl Henry Brunsting and Candace Louise Curtis have filed claims against Anita Kay Brunsting, Amy Ruth Brunsting (previously Tschirhart) and Carole Ann Brunsting in the Estate of Nelva E. Brunsting, Deceased, pending in Harris County Probate Court Number Four (4) under Cause Number 412,249 (hereinafter referred to as the "Probate Court Claims").

Carl Henry Brunsting and Candace Louise Curtis' Probate Court Claims are twofold. First, individual tort claims have been asserted against Anita Kay Brunsting, Amy Ruth Brunsting (previously Tschirhart) and Carole Ann Brunsting for actions taken either in their fiduciary capacity or purported actions taken which have harmed Carl and Candace. The second category of Carl and Candace's Probate Court Claims relate to requests for declaratory relief in construing the Brunsting Family Living Trust.

The Probate Court Claims that include individual tort claims against Anita Kay Brunsting, Amy Ruth Brunsting and Carole Ann Brunsting contain multiple questions of fact, which are within the province of the jury. Specifically, Carl Henry Brunsting asserted the following tort claims:

1. Breach of fiduciary duty
2. Conversion
3. Tortious interference with inheritance rights
4. Constructive Trust over Trust assets
5. Fraud, specifically, misrepresentation of facts to Decedent (it is questionable whether Carl and Candace have standing to pursue these claims)
6. Civil Conspiracy
7. Demand for accounting of the Trusts and non-probate accounts
8. Liability of Anita Kay Brunsting, Amy Ruth Brunsting and Carole Ann Brunsting under Texas Property Code § 114.031
9. Removal of Trustees
10. Request for Receivership

The Probate Court Claims asserted by Candace Louise Curtis are as follows:

1. Breach of fiduciary duty
2. Fraud resulting from misrepresentation of material facts to Candace
3. Constructive fraud
4. Money had and received
5. Conversion
6. Tortious interference with inheritance rights
7. Unjust enrichment

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8. Civil Conspiracy
9. Demand for accounting of the Trusts and non-probate accounts

As a result of the above Probate Court Claims containing questions of fact within the province of the jury, the Temporary Administrator has refrained from evaluating such claims.

The questions of law presented in both Carl Henry Brunsting and Candace Louise Curtis' requests for declaratory relief contained in the Probate Court Claims are as follows:

1. Was Nelva Brunsting's December 21, 2010 Resignation of Original Trustee and Appointment of Successor Trustee valid?

2. Were the June 15, 2010 and August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement an inappropriate alteration of the terms of the Trust?

3. Did the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement appoint all of the Trust property?

4. Did the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement revoke the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement?

5. Is the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement effective?

6. Do the pleadings filed by Carl and Candace violate the No Contest Clause and is the No Contest Clause void as against public policy?

Based on the powers granted to Nelva Brunsting in the Restatement, Nelva Brunsting appears to have appropriately exercised her right to resign as the original Trustee of the Trust on December 21, 2010, and appointed the successor trustee, Anita Kay Brunsting.

While the Restatement provided that the Trust could not be amended after the death of Nelva or Elmer Brunsting, this did not preclude Nelva Brunsting from exercising her general and limited power of appointments over the Survivor's Trust and Decedent's Trust. Specifically, it appears that Nelva Brunsting appropriately exercised her general power of appointment over the Survivor's Trust and her limited power of appointment over Decedent's Trust by appointing the assets to her five (5) children in trust by and through the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. The August 25, 2010 document appears to have superseded and replaced the June 15, 2010 Qualified Beneficiary

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Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. The Restatement granted Nelva Brunsting the power to appoint such assets in trust and place terms and conditions upon such assets as she desired, including her choice to designate trustees of the Personal Asset Trust of Carl Henry Brunsting and Candace Louise Curtis.

NO CONTEST CLAUSE PROVISIONS

Any claim by Carl Henry Brunsting and Candace Louise Curtis that Nelva Brunsting lacked capacity and/or was subject to undue influence when she executed the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement are questions of fact that are within the province of the jury. However, the no contest clauses in the Qualified Beneficiary Designation and in the Restatement must be considered.

Section "A." of "MISCELLANEOUS PROVISIONS" of the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement is a no contest clause that would disinherit any person who, among other things, makes the claims stated above. The provisions of this no contest clause include language that the no contest clause applies even if a court finds that the judicial proceedings in question originated in good faith and with probable cause. This Court will have to rule on the validity of this provision.

Article XI, Section C., of the Restatement is also a no contest provision. The provisions of this no contest clause are similar in result to those stated above in the Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement. Therefore, a successful claim that Nelva Brunsting lacked capacity would still be subject to the no contest provisions of the Restatement. In this event the Court would have to rule on the validity of this provision of the Restatement. In both documents the provision is well written.

A decision by the Court upholding either no contest provision might resolve all other issues.

The Lawsuit of Carl Henry Brunsting in the District Court Proceeding

Carl Henry Brunsting, in his capacity as Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting, filed claims against Defendants Candace L. Kunz-Freed, Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC (collectively the "Defendants"). These claims of Carl Henry Brunsting were filed in the 164th District Court of Harris County, Texas (hereinafter referred to as the "District Court Claims").

Carl Henry Brunsting asserted the following District Court Claims against Defendants in his live pleading, Plaintiff's Third Amended Petition:

1. Negligence
2. Negligent misrepresentation
3. Breach of fiduciary duty
4. Aiding and abetting

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5. Fraud
6. Conspiracy
7. Deceptive Trade Practices Act ("DTPA") violations

Carl Henry Brunsting also pled tolling, fraudulent concealment and the discovery rule. Carl Henry Brunsting sought damages of actual damages, forfeiture of fees, treble damages and punitive damages, in addition to his attorney's fees.

Carl Henry Brunsting's District Court Claims center around the changes Nelva Brunsting made by and through the June 15, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement and the August 25, 2010 Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment under Living Trust Agreement.

In response to Plaintiff's District Court Claims, Defendants filed a Motion for Traditional and No–Evidence Summary Judgment on the following bases:

1. Carl Henry Brunsting improperly fractured his legal malpractice claims against Defendants;
2. Carl Henry Brunsting's DTPA claim is barred by the professional services exemption; and
3. Carl Henry Brunsting's negligent misrepresentation claim and DTPA claim fail because Carl Henry Brunsting admits he is not aware of any misrepresentations made by Defendants.

Defendants also moved for a No-Evidence Summary Judgment on the basis that Carl Henry Brunsting has no evidence supporting one or more of the elements on the claims he has asserted.

A Notice of Vacancy of Party and Motion to Abate Proceeding was filed by counsel for Carl Henry Brunsting. Carl Henry Brunsting has filed a resignation as executor of the aforementioned estates. Until a successor executor is appointed, there is no plaintiff to pursue the action against Defendants and no plaintiff to respond to Defendants' summary judgment motions. The issue of who will serve as the successor executor of the Estate of Nelva E. Brunsting and the Estate of Elmer Brunsting must be resolved prior to resolving the claims against Defendants.

A Motion to transfer the district court matter to the probate court where both estates are pending has also been filed, but not yet ruled upon.

DAMAGES

Actual damages, of course, are disputed. However, the actual distributions from the Trust after Nelva resigned until shortly after she died seemed to be reasonably well documented. Previously an independent investigation resulted in a listing of the payments made from the trust.

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This **REPORT OF MASTER** that was prepared in the case filed in the Southern District of Texas federal court case has the details of the Trust's income, expenses and distributions of stock. A copy of this report is attached hereto as the sixth exhibit.

From this and from changes in the assets of the trust during the period in question the damages can be determined and are basically in three categories.

Transfers of Stock

2,765 shares of Exxon Mobil stock were transferred as follows:

	1, 120	Amy
	160	Anita
	160	Candace
	1, 325	Carol
TOTAL	2,765	

675 shares of Chevron stock were transferred as follows:

	135	Anita
	135	Amy's daughter
	135	Amy's son
	135	Anita's daughter
	135	Anita's son
TOTAL	675	

It is easy to see that these distributions of stock were not evenly distributed to the five siblings. I have been told that the distributions were in fact early distributions of the recipients share from their future trusts. This could be resolved by giving those siblings that did not receive an equal amount at the time of the distributions an equivalent amount of money to settle the dispute. Of course the issue is further complicated by the fact that the value of the two stocks has changed since the time of the distributions. The proper way to determine the amount to be distributed might be to use the value of the stock on the date of the original distributions or the value on the date that money is paid to the damage sibling, whichever is greater.

Payments To/For Family

Approximately $108,000 were paid to or for the benefit of Amy, Anita and Carol or disputed expenses including approximately $41,000 of trustees' fees and approximately $36,000 of legal fees.

Payments To Carol for Nelva's Care

Approximately $160,000 was paid to Carol during the period in question. I was told that Carol was the primary sibling responsible for Nelva's care.

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SUMMARY OF DAMAGES

It seems unwise to have made the stock distributions. However, this can be resolved by equalizing the distributions to all the siblings. The issue of trustees' fees can be resolved by comparing the fees to those that are considered as reasonable fees in similar circumstances. The legal fees are obviously justified and will surely increase. The amounts paid to Carol can be examined but should be liberally considered as attributed to Nelva's care and maintenance.

CONCLUSIONS

All of the legal actions taken by Nelva were within her authority under the broad provisions of the Restatement. Unless Nelva is found to have been incompetent at the time that her legal actions were taken all of the changes made in these documents apply in these proceedings.

If Nelva was incompetent at the time that she took these legal actions then a successor trustee would have been appointed under the terms of the Restatement. No claim of her being incompetent was made at that time.

Furthermore, if Nelva had been incompetent the plaintiff in the District Court case would likely have to show that the defendants knew that she was incompetent. For this and other reasons the case should be moved to the Probate Court.

There are damages for the unequal distribution of the shares of Exxon Mobil and Chevron stock. There may be damages for some of the expenditures for trustees' fees and for payments to Carol. These matters should be resolved by agreement. This may require mediation. The considerable legal fees involved in a trial far outweigh the expenses of a mediation and any compromises made by the parties at the mediation.

RECOMMENDATIONS

1. Remove the District Court case to the Probate Court. It is important that there not be different results for the same or similar issues that are in the cases currently in the Probate Court.
2. Require mediation. Point out the huge savings that will result from a mediation versus a trial. Possibly, inform the parties that the Court will rule on the no contest clause first if the matter is not settled in the mediation. Since this ruling could go either way both sides would have considerable incentive to settle. A ruling in favor of the no contest clause would essentially make the matters moot and the plaintiffs would take nothing and lose their inheritance.



I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 60

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EXHIBIT F

07242015:1343:P0046

No. 412,249

IN THE ESTATE OF	§	PROBATE COURT
NELVA E. BRUNSTING	§	NUMBER FOUR (4)
DECEASED	§	HARRIS COUNTY, TEXAS

ORDER APPOINTING TEMPORARY ADMINISTRATOR PENDING CONTEST PURSUANT TO TEXAS ESTATES CODE 452.051

On March 23, 2015, the Court heard and approved Carl Henry Brunsting's Application to Resign as Independent Executor. On July 21, 2015 the Court heard and considered CARL HENRY BRUNSTING'S APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND CANDACE LOUISE CURTIS' APPLICATION FOR APPOINTMENT AS SUCCESSOR PERSONAL REPRESENTATIVE; Anita Kay Brunsting's OBJECTION TO CANDACE CURTS' APPLICATION FOR APPOINTMENT AS PERSONAL REPRESENTATIVE; AMY RUTH BRUNSTING'S APPLICATION TO BE NAMED SUCCESSOR EXECUTOR, RESPONSE TO CARL BRUNSTING'S APPLICATION TO RESIGN AS INDEPENDENT EXECUTOR AND OBJECTION TO CANDACE CURTIS'S APPLICATION FOR APPOINTMENT AS SUCCESSOSR EXECUTOR; Carl Brunsting's OBJECTION TO AMY RUTH BRUNSTING'S APPLICATION TO BE NAMED SUCCESSOR EXECUTOR; and Candace Curtis' RESPONSE TO OBJECTIONS TO APPLICATION FOR APPOINTMENT AND OBJECTION TO AMY BRUNSTINGS APPLICATION FOR APPOINTMENT.

The Court finds that the Court has jurisdiction and venue over Decedent's Estate; that it is in the best interest of the Estate that a personal representative be immediately appointed; and that the parties have reached an agreement regarding the appointment of a Temporary Administrator Pending Contest with limited powers, which was announced on the record at said hearing, the terms of which are substantially as follows:

1. GREG LESTER would be a suitable temporary representative, is not disqualified from acting as such, and should be appointed Temporary Administrator

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07242015:1343:P0047

Pending Contest of this Estate with limited powers to evaluate all claims filed against 1) Candace L. Kunz-Freed and Vacek & Freed, PLLC f/k/a The Vacek Law Firm, PLLC, 2) Anita Kay Brunsting f/k/a Anita Kay Riley, Individually, as attorney-in-fact for Nelva E. Brunsting, and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust and the Anita Kay Brunsting Personal Asset Trust; and 3) Amy Ruth Brunsting f/k/a Amy Ruth Tschirhart, Individually and as Successor Trustee of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, the Nelva E. Brunsting Survivor's Trust, the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Tschirhart Personal Asset Trust; and 4) Carole Ann Brunsting, Individually and as Trustee of the Carole Ann Brunsting Personal Asset Trust. Greg Lester, Temporary Administrator Pending Contest will report to the Court regarding the merits of these claims on or before the expiration of this Order. This Order shall expire 180 days after the date that it is signed.

2. Amy Brunsting and Anita Brunsting, as the Successor Co-Trustees of the Brunsting Family Living Trust, the Elmer H. Brunsting Decedent's Trust, and the Nelva E. Brunsting Survivor's Trust agree to advance funds to the Estate of Nelva E. Brunsting (the "Estate") to pay all court approved fees and expenses of the Temporary Administrator Pending Contest.

3. The Temporary Administrator Pending Contest has the authority to seek a continuance in the "District Court Case" in which the Estate is a plaintiff, of the hearing on the Motion for Summary Judgment current scheduled for July 31, 2015 and to seek continuance of the October, 2015 trial setting in that matter.

4. Amy Brunsting and Candace Louise Curtis each agree to a qualified declination to serve as Successor Independent Executor of the Estates of Nelva E. Brunsting and Elmer H. Brunsting, pursuant to the respective wills filed in each Estate, during the pendency of the Temporary Administration of this Estate.

ACCEPTED UNSIGNED

20242015: 1343: P0048

IT IS THEREFORE ORDED that Greg Lester is hereby appointed Temporary Administrator Pending Contest of this Estate and shall give a cash Bond in the amount of $100.00 (On Hundred Dollars), conditioned as required by law; that the Temporary Administration shall continue until the expiration of 180 days after the date of this Order, or as may be further ordered by this court; that the Clerk of this Court shall issue Letters of Temporary Administration when the Temporary Administrator has qualified according to law; and that the Temporary Administrator shall have the powers enumerated by the agreement of the parties as restated above.

Signed July 23, 2015.

Christine Butts
Christine Butts, Judge
Harris County Probate Court No. 4

Certified Copy
Unofficial Copy
FILED
2015 JUL 24 AM 10: 35
COUNTY CLERK
HARRIS COUNTY, TEXAS

I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

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EXHIBIT B

6/15/2010 Advance on Inheritance

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QUALIFIED BENEFICIARY DESIGNATION AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT UNDER LIVING TRUST AGREEMENT

I. I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

> NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST not previously distributed, as follows:

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Section A. Advance on Trust Share for a Beneficiary

Upon the death of NELVA E. BRUNSTING, any funds advanced during her lifetime after June 1, 2010, and further evidenced in a writing signed by her stating that such funds are an advance on the said beneficiary's inheritance, shall be treated by her successor Trustee as an advance on the trust share of the beneficiary receiving such advance or their descendants, as the case may be, and shall be deducted from said beneficiary's trust share. Such sums withheld shall be distributed equally among all remaining beneficiaries, as set forth in Article X, Section A of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

II. I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Decedent's Trust") the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, my Trustee shall distribute the balance of the principal and net, undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST not previously distributed, as set forth in Roman Numeral I, Section A of this document.

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This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on June 15, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Founder and Beneficiary

ACCEPTED and effective on June 15, 2010.

Nelva E. Brunsting

NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on June 15, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.

SUMMER PEOPLES
Notary Public, State of Texas
My Commission Expires
April 04, 2014

Notary Public, State of Texas

I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

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EXHIBIT A

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THE RESTATEMENT OF

THE BRUNSTING FAMILY

LIVING TRUST

Prepared By

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THE RESTATEMENT OF THE BRUNSTING FAMILY LIVING TRUST

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement ad all prior amendments.

We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

> ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

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Our trust may also be known as:

> ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

Name	Birth Date
CANDACE LOUISE CURTIS	March 12, 1953
CAROL ANN BRUNSTING	October 16, 1954
CARL HENRY BRUNSTING	July 31, 1957
AMY RUTH TSCHIRHART	October 7, 1961
ANITA KAY RILEY	August 7, 1963

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust

during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

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Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

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Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and

deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

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Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and ~~AMY RUTH FSCHIRHART~~

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

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A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. . Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

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On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

_____
Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the _____ day of _____, 20____.

_____
Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

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Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

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Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

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deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

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estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

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such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

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Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

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Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

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in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

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of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons') "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

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Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;

2. Our residence shall be designed or adapted for human residence;

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3. Such property shall at all times be used as our residence;

4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;

5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;

6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and

7. This trust has acquired the property in an instrument of title that

   a. describes the property with sufficient certainty to identify it and the interest acquired;

   b. is recorded in the real property records of the county in which the property is located; and

   c. is executed by one or both of us as Trustors or by our personal representatives.

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Article VII

Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

Funeral, burial and expenses of last illness

Statutory or court-ordered allowances for qualifying family members

Expenses of administration of the estate

Legally enforceable claims against the deceased Founder or the deceased Founder's estate

Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate .

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative

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of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside

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of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

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2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

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Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

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2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

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Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

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2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

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The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

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b. **Purchase of Assets and Loans**

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. **Distributions from the Personal Representative**

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. **Trustee's Authority to Make Tax Elections**

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. **Alternate Valuation Date**

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. **Deduction of Administration Expenses**

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

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c. **Taxes and Returns**

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

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Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.

2. **PRINCIPAL**

   a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed $5,000.00.

   b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.

   c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

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If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

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Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

Beneficiary	Share
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
CARL HENRY BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
ANITA KAY RILEY	1/5

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

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iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

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However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

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CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited.Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

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BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

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In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

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TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

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will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

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such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Descendant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

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2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

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Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

Beneficiary	Share %
CENTRAL COLLEGE OF IOWA Pella, Iowa	100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

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Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

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Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

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2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

(a) Directly to such beneficiary;

(b) To his or her parent, guardian or legal representative;

(c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;

(d) To any person with whom he or she is residing;

(e) To some near relative or close friend; or

(f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;

(g) To persons, corporations or other entities for the use and benefit of the beneficiary;

(h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or

(i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

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The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Surviyor's Trust as set forth and provided for in this agreement.

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Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

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Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In

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determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

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Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and

liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

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Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

Power to Release or Abandon Property or Rights, and to Pursue Claims

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

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Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

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The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

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Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

Transactions in Which the Trustee Has A Direct or Indirect Interest

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under

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the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

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The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

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Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

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The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented

by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

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Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

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Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the

newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

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Article XIII

Definitions

For purposes of this trust declaration, the following words and phrases shall be defined as follows:

1. Adopted and Afterborn Persons. Persons who are legally adopted while they are under 18 years of age shall be treated for all purposes under this agreement as though they were the naturally born children of their adopting parents.

   A child in gestation who is later born alive shall be considered a child in being throughout the period of gestation.

2. Descendants. The term "descendants" means the lawful lineal blood descendants of the person or persons to whom reference is made. A descendant in gestation who is later born alive shall be considered a descendant in being throughout the period of gestation. An adopted person, and all persons who are the descendants by blood or by legal adoption while under the age of 18 years of such adopted person, shall be considered descendants of the adopting parents as well as the adopting parents' ancestors.

3. Education. As used in this trust, "education" shall include:

   Any course of study or instruction at an accredited college or university granting undergraduate or graduate degrees.

   Any course of study or instruction at any institution for specialized, vocational or professional training.

   Any curriculum offered by any institution that is recognized for purposes of receiving financial assistance from any state or federal agency or program.

   Any course of study or instruction which may be useful in preparing a beneficiary for any vocation consistent with the beneficiary's abilities and interests.

   Distributions for education may include tuition, fees, books, supplies, living expenses, travel and spending money to the extent that they are reasonable.

4. Founders. The term "Founders" means the "grantors", "trustors", "settlors" or any other name given to the makers of this trust either by law or by popular usage.

5. Heirs at Law. Whenever a Trustee, or a legal advisor to the Trustee, is called upon to determine the heirs at law of the Founders, or any other person beneficially interested in this trust, the determination will be made to identify those individuals, other than creditors, who would receive the personal property of a decedent upon his or her death as determined in accordance with the laws of intestate succession of the State of Texas, United States of America, and further determined as if the Founders of this trust had predeceased the person or persons so named or described.

6. Incompetence or Disability. A Founder, Trustee or beneficiary will be considered "incompetent", "disabled" or "legally incapacitated" if he or she is incapacitated to an extent which makes it impossible or impractical for him or her to give prompt and intelligent consideration to their property or financial matters.

The Trustee may rely on a judicial declaration of incompetency by a court of competent jurisdiction, or the Trustee may rely upon the written opinion of two licensed physicians as to the disability of any Founder, Trustee or beneficiary and may utilize such written opinion as conclusive evidence of such incompetence or disability in any dealings with third parties.

In addition, if a guardian, conservator or other personal representative of a Founder, Trustee or beneficiary has been appointed by a court of competent jurisdiction, then such Founder, Trustee or beneficiary will be considered incompetent or disabled.

7. Minor and Adult Beneficiary. The term "minor beneficiary" identifies a beneficiary who is less than 21 years of age. The term "adult beneficiary" identifies a beneficiary who is 21 years of age or older.

8. Per Stirpes Distributions. Whenever a distribution is to be made to a person's descendants, per stirpes, the distributable assets are to be divided into as many shares as there are then living children of such person and deceased children of such person who left then living descendants. Each then living child shall receive one share and the share of each deceased child shall be divided among such child's then living descendants in the same manner.

9. Personal Representative. For the purposes of this agreement, the term "personal representative" shall include an executor, administrator, guardian, custodian, conservator, Trustee or any other form of personal representative.

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10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment; and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.

12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.

13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.

14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

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Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

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Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

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Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

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Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

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as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

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Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this trust declaration and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. This instrument is to be effective upon the date recorded immediately below.

Dated: January 12, 2005

ELMER H. BRUNSTING, Founder

NELVA E. BRUNSTING, Founder

ELMER H. BRUNSTING, Trustee

NELVA E. BRUNSTING, Trustee

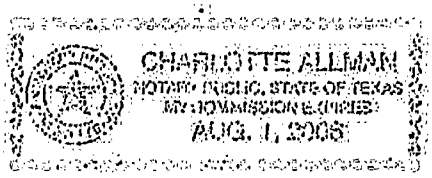
THE STATE OF TEXAS

COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Notary Public, State of Texas



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I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office
This June 23, 2022

Teneshia Hudspeth, County Clerk
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

TAB 63

TRIAL COURT NO. 412,249-401

IN THE MATTER OF THE ESTATE OF : THE PROBATE COURT OF

: HARRIS COUNTY, T E X A S

NELVA E. BRUNSTING, DECEASED : PROBATE COURT NO. 4

- * - * - * - * - * - * - * - * - * - * - * - * - * -

COURT REPORTER'S RECORD

MOTION FOR PROTECTIVE ORDER

VOLUME 1 OF 1 VOLUMES

- * - * - * - * - * - * - * - * - * - * - * - * - * -

MORNING SESSION

August 3, 2015

Computerized Machine Shorthand and Transcription by
JUDITH J. KULHANEK - Deputy Official Court Reporter - (713) 681-6071

TRIAL COURT NO. 412,249-401

IN THE MATTER OF THE ESTATE OF : IN THE PROBATE COURT OF

: HARRIS COUNTY, T E X A S

NELVA E. BRUNSTING, DECEASED : PROBATE COURT NO. 4

- * - * - * - * - * - * - * - * - * - * - * - * - * - * -

BE IT REMEMBERED THAT UPON THIS, the 3rd day of August, 2015, the above entitled and numbered cause came on for Hearing on Carol Brunsting's Motion for Protective Order before the HONORABLE CHRISTINE BUTTS, Judge of Probate Court No. 4 of Harris County, Texas; and all parties appearing in person and/or by counsel, all preliminary matters having been disposed, and proceedings had, the following was heard, viz.:

A P P E A R A N C E S

COUNSEL FOR DRINA BRUNSTING, AS ATTORNEY IN FACT FOR CARL BRUNSTING:

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REPORTED BY:

Judith J. Kulhanek, CSR #598
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(713) 515-0221 (c)

MORNING SESSION

August 3, 2015

- * - * - * - * - * - * - * - * - * - * - * - * - * -

THE COURT: We are here in Cause No. 412,249-401, the Estate of Nelva E. Brunsting, Deceased.

We're here on Carl Henry Brunsting's motion for protective order. And present are -- my docket sheet says Neal Spielman for Amy Brunsting --

MR. SPIELMAN: Yes, Your Honor.

THE COURT: And Brad Featherston for Anita Brunsting-Riley.

MR. FEATHERSTON: Present, Your Honor.

THE COURT: And then Stephen Mendel --

MR. FEATHERSTON: He's with my firm, Your Honor.

THE COURT: Okay. I'm sorry. He is not present.

And Bobbie Bayless is here for Carl Brunsting and also for Drina Brunsting.

MS. BAYLESS: Yes, Your Honor.

THE COURT: Candace Curtis is pro se, and I don't see her in the courtroom.

And then --

MS. BEDUZE: Kathleen Beduze for Carole

Brunsting, Darlene Smith left.

THE COURT: Kathleen Beduze is here for beneficiary, Carole Brunsting who is here?

MS. BEDUZE: Correct. And we joined in the response.

THE COURT: Thank you.

MS. BEDUZE: We jointly filed that.

THE COURT: Okay.

MR. SPIELMAN: Response?

THE COURT: I haven't found -- we don't have a response.

MR. SPIELMAN: Well, that would probably be my problem, Judge.

My office filed it on Friday afternoon. At the very least, I have confirmation pages that it went to the attorneys.

THE COURT: Okay. Did Ms. Bayless -- did you receive a copy of the response?

MS. BAYLESS: I did. I didn't ever receive any notification it was filed, but I did receive a fax.

MR. SPIELMAN: I can step out while you guys get going and call my office and see if we have the confirmation.

THE COURT: Well, we can check if it

has been filed.

(SHORT DELAY IN PROCEEDINGS.)

MR. SPIELMAN: Judge, I don't know -- we have an envelope number, and I can tell you the envelope number was 6316359, and it was I guess put into the system, whatever the proper terminology is, at 4:08 p.m. on 7/31/15 which would be last Friday, and it says that it is submitted is the terminology there.

THE COURT: So --

MR. SPIELMAN: Yeah, but, I mean, I think hopefully the most important part for the purposes of our hearing, with all due respect to the Court, but the attorneys at least all have it. So nobody on this side of the Bench at least is surprised by it.

THE COURT: Okay. All right. Ms. Bayless?

MS. BAYLESS: Your Honor, we're here on a -- what my motion was termed a motion for protective order. It actually goes beyond the issues of pre-trial discovery.

And you will see from the defendant's response they kind of deal with it as just a typical motion for protective order involving pre-trial

discovery issues.

As to background, which is set forth in my motion, but basically is that back in 2012, the plaintiff didn't have very much information on what had occurred -- we did a pre-suit discovery action -- asked for recordings, both video and audio, got nothing.

The defendants in this case have gone through several counsel. They said they were going to produce everything, and that person was fired. I don't know what happened, I'm not sure. But since Mr. Spielman and Mr. Featherston have been in there, there have been several supplemental responses.

And then suddenly on July 1st, I get this envelope in the mail that had what is obviously recordings that my clients did not know about or consent to, and audio recordings obviously made while Carl was at his mother's home and had telephone conversations with his wife and video recordings from Carl's ICU hospital room.

I tried to communicate -- I don't think I had a conversation with anybody but Mr.Featherston in fairness -- but I tried to -- because he's the person who produced them. I called him up and tried to get an explanation from him for why these weren't

illegal recordings, and what we were going to do about that, and stressed that -- he I think sort of had the impression, well, Drina is mad about this. And I tried to explain to him this was a big deal to everyone concerned, including me.

We were going to continue to talk about it. He wanted to see the motion for protective order before he wanted to -- me to discuss any up front.

So I said, well -- we had -- at that time, we didn't yet have our third-party administrator and our temporary administrator, and so I just felt the need to get it on file.

Subsequently, what he did say to me in that conversation that is set forth in their response is that these came from an answering machine. I do not want to go into the substance of the conversations for the very reason that they are, in my view, illegal wiretap conversations, but they are not from an answering machine.

There is no answering machine answering these recordings. They are clearly edited in some instances because they stop in the middle of a sentence. There is no dating on -- other than looking at the property of the recordings that were sent to me, which in and of itself is interesting, because

these recordings occurred back in March of 2011. The video recordings occurred in May of 2011.

And so clearly were edited in February of this year. We were down here having hearings in February of this year about this temporary administration issue.

The other interesting thing is that I believe they were mailed to me on the same day that the defendants filed their no evidence motion for summary judgment suggesting that there had been plenty of time for discovery on that period since 2012, I think a total of 38 months, when these documents were sent to me the same day they filed that motion.

You know, under normal circumstances, that would be a long time for discovery. But it takes two to tango, as they say, and these documents had not been previously provided.

Now, when I talked to Mr. Featherston, I think Mr. Featherston called me, I guess Thursday, about an extension on discovery responses, requests for production, that are due today from the defendants.

And when I got these recordings -- just so you understand the background there -- when I got these recordings, I got them on July 1st in the mail,

then there's the July 4th holiday, I really didn't even look at what I got, frankly, until after that.

But I knew that there was a discovery deadline, and I knew there were recordings in there, so obviously, they -- I guess they would say they were responding to the pre-suit discovery which, frankly, I think is proper, but it should have been done back in the pre-suit discovery.

So I didn't want there to be a question about whether they were supposed to be providing things in this litigation. And we had a discovery cutoff at that time for, again, a docket control order, which required me to send out discovery responses that day before I really even knew what was going on.

And so here is what they were, but I knew I had to get those documents out or I would be hearing, well, you haven't even requested anything in this case, so that's why you didn't get them.

The obvious reason I got them is because they intended to use them in these proceedings, and they know they wouldn't be able to do that if they didn't provide them in some fashion.

So when Mr. Featherston talked -- we said we would talk again. He called me about an

extension on those requests because they didn't know what the Court would want to have happen, since I filed this motion for protective order indicating that I didn't want anybody else to receive these recordings.

And I gave Mr. Featherston, when we talked the first time, the cite from the civil wiretap statute and for the Penal Code provision. So they filed a response that says they don't know what the authority is for this, but we talked about that.

I told him that I was not inclined to agree to any kind of an extension on these things. And they've had them since March of 2011, and now we're getting dribbles.

And, by the way, during that same period of time, there would have been recordings, I understand, between Candace -- from Candace Curtis and her mother about all of these issues that are at issue in this. You know, those probably would not have had any more consent than the ones I'm here about. But the point is, they have been very selective about what they provided.

Clearly, the recording equipment was purchased by the caregiver. The receipt is in the production I believe attached to the motion, and he

got reimbursed. I mean, it is just so clear what was going on.

So Mr. Featherston and I talked, and he said that he wanted to put this -- the responses off two weeks so that the Court could make a determination on this.

I mean, recognizing that there could be some suggestion, there always seems to be a suggestion that I have not done something I'm supposed to do to make something happen, so -- or I have done something incorrectly procedurally, whatever.

So I sent an e-mail to all the counsel in the case, and said I don't want there to be any confusion that notwithstanding my request for production, that is a request that those items be produced to me and me only.

While normal practice may be that you send it to everybody in the case, these recordings are not to be sent to everybody in the case. And if you do it, I cite it again, the Penal Code Section, you do it at your own peril.

So I get a response on Friday afternoon from all the defendants, and their position now -- they still believe the answering machine-thing -- and their position is that Carl consented to these

conversations.

The Court will note that I attached to my motion for protective order e-mails of the same time period where these defendants are planning and plotting ways to obtain a guardianship over Carl, so there is no way that he consented.

And he was quite ill at the time and there is no question about that.

The recordings done in May of 2011, the video recordings, are in an ICU room at St. Luke's, and he was definitely in an altered mental state, because of medications he was receiving.

But you can't -- you can't say, okay, Carl -- they even say in their response that Carl hooked up this equipment.

Well, I mean, there is no way. I couldn't even hook up that equipment. It is digital equipment that requires menus and submenus to program. The model that the caregiver purchased -- as indicated on the receipt, I've got the manual for it here -- there is no way that a person that was needing a guardianship, as these people have admitted from their e-mails, would be able to do that.

And there is no -- the position in their response is this: We have to prove a negative,

that we have to prove there was not consent.

Well, if they say there is consent, that is an affirmative defense and the burden of proof is on them to show that. And in light of their own e-mails, I don't see how they are going to do that, but the burden is not on me to negate this stuff. The burden is on them to show that there was a consent.

So the other -- I mean, it always seems to go this way. I try to work these things out, and it's just the case where nothing gets worked out, and I think that's unfortunate for everyone.

But what I filed this morning, because they don't seem to understand that these statutes both say on their face that you're entitled to injunctive relief to prevent the further disclosure and use of these illegal recordings.

So they say in response they don't know what my authority is for this relief that I'm requesting. So I was not planning on filing it this morning, but I did file the third supplemental petition which alleges these causes of action and seeks the injunctive relief that those causes of action allow you.

And, you know, as usual, had we received all the information and disclosures in the

pre-suit discovery action, been able to deal with those issues and work those out, maybe we would have never been in this court. And maybe the lawyers in a district court would have never been sued if they had agreed to continue the tolling agreement until we worked this dispute out.

Nothing I suggest seems to work and -- maybe that's me. I'm not -- been called out at any direction other than I've been ineffective in resolving disputes in this case. And I have thought surely this was one in which, perhaps, Amy, Anita and Carole did not realize what they were doing. They are not lawyers. Maybe they didn't know you were not supposed to tape people's private conversations without their permission.

And that surely when the lawyers, even though they probably should not have even been given the information according to the stuff I read about it, that surely we would be able to resolve it.

Instead, I've now had to file a supplemental petition just in order to protect my client's rights on this incredibly offensive issue.

THE COURT: You also mention in the protective order the report from --

MS. BAYLESS: Yes, right. I mean,

there are e-mails. Again, I attached to the motion where they are talking about the -- what happened, both -- the reason we know much of anything is because Candy at one time thought everybody was trying to protect Carl.

When she figured out that was not what was happening, we suddenly got a boatload of e-mails which covered the gamut.

And her ex-husband -- I guess it's an ex-husband -- anyway, somebody she knows, had been asked for the name of an investigator. And she knew that a GPS tracking device without Drina's consent had been placed on her car.

There are e-mails in here talking about reports from the investigator. We have asked for that again since 2012. We have not received anything.

THE COURT: Do you claim that those reports still fall into the same category as the recording devices? In other words, were those reports obtained illegally with information at some stages of those reports?

MS. BAYLESS: It's really impossible to know without seeing the report, but I think they certainly contain information using the GPS tracking device.

THE COURT: Wouldn't you need for those reports to be produced in a motion to compel as opposed to a motion for protective order?

MS. BAYLESS: Yes. Again, this is part of why I did the new request for production in this case, because I felt if I filed a motion to compel, I would hear what she tried to compel. There has not been a request in this case. Even though since 2012, Anita has been acting to some extent under that initial request by supplementing these bank records, occasionally; and the tax returns, we've asked for them; stuff like that.

But, still, I didn't think I was in a position yet to seek a motion to compel, but the responses are due today.

THE COURT: Okay. Well, I think what we'll do is table the issue with regard to the investigator report. I just don't think that a decision on that with regard to a protective order is ripe yet. I don't think that -- we don't have what we don't so -- but on the recordings, I think that is a different story. So we'll address them, the recordings, today.

MS. BAYLESS: Okay.

THE COURT: Mr. Spielman or --

MR. FEATHERSTON: Briefly, Your Honor.

THE COURT: Okay.

MR. FEATHERSTON: When Bobbie called, I said what do you want? And really, at the end of the day, that's kind of how I am: What do you want?

And so the relief that she is seeking here I think are three things that we've outlined in our response.

The first one looks like it is some sworn testimony from all of our clients, from Anita, Amy and Carole. And to me, that is best accomplished by deposition.

Depositions haven't got off the ground yet in this particular case because it always seems like there is some procedural impairment, one or the other.

We have Greg Lester now, and it looks like now we're in a position where depositions can move forward. The impediment there might be whether or not Mr. Lester thinks the claims are even worthy of him sitting through depositions or participating in those depositions.

So that is kind of the first thing she is looking for, and that's why I have criticisms of what's -- you know, this is nothing like I have ever

seen in a motion for protective order.

A motion for protective order ordinarily is someone serves discovery, and the other party says, no, I find that discovery offensive, and so I need protection from the Court.

Here, someone may be served discovery, and the documents are being produced in the course of the litigation.

And so, that's kind of the point is under the Rules of Procedure when someone propounds discovery to me or if I think I have discovery that is responsive -- admittedly, Your Honor, I don't even pay attention to the people --I ask for it specifically or not. If I get stuff, I produce it. And, you know, I do that with good reason.

And so a long story short here, but when I produce it, I have to produce it under the Rules of Procedure. It has to go to all other counsel, and that's what I have done.

To the extent that there are -- so walking through what she wants, No. 1: These affidavits, I have never seen anywhere you can compel somebody to create an affidavit. That's something that should be done by deposition, and she will have a full and fair opportunity to depose these clients at

some point, and it should be sooner rather than later.

So that kind of takes care of the first issue of, you know, tell me what you want. Let's go from there.

The next issue I think that she's asking for is that all the recordings and everything be collected and given solely to her. And presumably, I can understand why she wants that.

These recordings, Your Honor -- and I don't think you have had the opportunity to hear them -- you can tell they come from an answering machine. "Hello, hello, hello." That's the type of recordings -- how these recordings start off.

And my understanding is that the decedent had her answering machine set to pick up at number -- on the second ring. And so these might have been recorded -- might have been caught by the answering machine to another recording device, and then on to someone's I-phone and then on to someone's computer and transferred like digital files often do, transferred from one component to the next, to the next, to the next, and on down the line.

But my understanding is that all of these come from an answering machine.

And so the relief that she's seeking

here is, I want you to record -- I want you to download all this evidence so you can give it solely to me, and I will be the sole arbiter of whether or not this is something that should be admissible or not. And that's just not the way it works.

I think the Court has to hear these recordings. And if the Court finds based on the recordings that, okay, these recordings appear like there is some huge conspiracy in some recording equipment where you illegally wiretap and all this other -- all these other allegations, then the Court is in a position to make that decision.

But without hearing the recordings or without developing the evidence, right now all we've got is allegations.

I don't have any affidavits from Drina saying I didn't consent to that recording. I didn't hear any answering machine when I called on that particular day. I don't have any affidavits from Carl whose capacity seems to come in and out, depending upon when it is convenient for them.

And I don't have any affidavits from Carl saying, no, you know, if we were going through a divorce at that time, but at that time, no, that's -- you know, I didn't consent to those recordings,

because it makes perfect sense.

I don't know if you've ever dealt with any divorce clients. They record the heck out of each other immediately when they are going through a divorce. That's typically what -- the first thing lawyers say is tape record your conversations with your soon-to-be ex.

And so I don't have any -- there is no evidence before the Court that Carl didn't consent. And this idea of, well, Carl didn't have capacity, she's berating him on several of these recordings claiming you've got capacity.

You're chewing on your shirt because that's what you've got; is that right?

MS. BAYLESS: Your Honor, I'm going to object to him going into the substance of these recordings. I mean, if the Court wants to do something to make a determination about their illegality, that's one thing; but he is disclosing, again, the contents of illegal recordings.

THE COURT: And I think that's defendants arguing at this point, so let's --

MR. FEATHERSTON: Fair enough, Your Honor.

Well, then, the issue ultimately turns

down to this: Who makes the decision regarding whether these are illegal recordings or not, Bobbie or the Court? And I think the Court is in a much better position than Bobbie is.

And so this idea of let's gather up all the recordings and give them to Bobbie, that doesn't work for me. Let's gather them up and submit them for in-camera inspections, that is fine. Doing an agreed protective order like -- and that's what I have proposed in the past is -- I could see if these are being posted on Facebook or posted on some blog or sent out there to the general public, but for purposes of this litigation and that's, to my knowledge, the only way these have been used, and that's the only way I have used them is disclosing them in this litigation.

If they want to do some agreed protective order -- I have done several of them in trade secret cases where you basically come in and it's like, look, you don't file this with the Court, you don't do a transcript and file it for public record. If it is these particular recordings that are going to be filed with the Court, that is okay. We can submit them for in-camera inspection. I'm okay with that.

Doing a joint agreed protective order where, look, guys, the stuff we're disclosing in this particular case, we all think it's privileged and confidential and we don't think it should be disclosed anywhere else, that's what I proposed.

We intended to attach it as to exhibits, but it wasn't. We have got several copies of that. But doing a joint agreed protective order in this particular case that says, look, what happens in the courtroom stays in the courtroom with respect to these things, and they're not going to be hearing our grievances or recordings or things anywhere else, I'm okay with that.

So -- but just giving them to Bobbie and, okay, saying how do clients react, I have never seen anyone even ask for that type of relief, and I don't think it is anything that is contemplated under any of these statutes. I certainly have not seen anything under any of these statutes that says that's the relief that she's entitled to.

I think there was one other thing that she was asking for other than that they all be -- oh, the last thing she is asking for is for you to make a ruling on the evidence. It's a rule that this evidence is inadmissible.

And so I don't think the Court is in any position as we sit here today with the lack of evidence actually before the Court to make an evidentiary ruling.

And so, you know, to me, I think we can get maybe two-thirds of the way here with just a -- with continuing discovery in this case and doing a joint agreed protective order that says we're not sending it out to the rest of the world.

But for purposes of this case, if you want to submit it to the Court, don't file it as a public record, submit it in-camera, things of that nature. Mark it "confidential". Have Bobbie -- if I produce something and she thinks it's confidential, mark it "confidential." Send that in the letter. We can create a running list. It makes much more sense than what's being asked for and the relief that's being asked for in this particular motion.

I've just never seen it before. I don't see any rules. I don't see any authority.

THE COURT: Well, I think that -- I think that that proposal makes a lot of sense to me. No. 1, requiring an affidavit, I think you would be better off proposing that because requiring the affidavit to me is awfully one-sided. I think that

the interaction would be beneficial for you and for, you know, the person being deposed or the affiant.

MS. BAYLESS: The key, Your Honor, is that there would be some type of sworn presentation to how this was done, when it was done, who did it, that kind of says all of it.

THE COURT: Well, I think the deposition would be better suited for that.

And then on the -- as far as the illegality of these recordings, I think that that has to be explored before you launch into collecting all of this and delivering it, because I'm not convinced that it is illegally obtained, and I'm not convinced either way.

I think that if you guys could hold the issue in abeyance until depositions can be taken and more evidences is gathered, and then perhaps we have a hearing or perhaps these recordings are submitted in-camera, I think that's a better way to go about this as opposed to, essentially, you know, ruling today that they are inadmissible, that they were illegally obtained, and then require the defendants to offer an affidavit. Because I think that the affidavit he receives, you know, may not satisfy, you know, what you're trying to do.

So I think that giving the deposition, we can dig a little deeper and you can get a little more clarification. So I like the idea of a joint agreed protective order.

MS. BAYLESS: Well, the problem is -- Judge, the problem is, I'm not comfortable consenting on my client's behalf or having my clients consent that these can be disclosed any further than they already have been.

I mean, I think if I'm right -- and I understand that the Court doesn't want to pre-determine that -- but if I'm right, there have already been problems in that they have been disclosed to other parties. And to say, oh, I agree that can keep going on while we sort through this --

THE COURT: No, I think -- I wouldn't envision that. I mean, I would envision that these recordings would be protected. I mean, that's why I imagine it would be called a joint agreed protective order, because it would protect that from further dissemination. Am I right?

MR. FEATHERSTON: I think the discrepancy -- and let me just connect the dots -- I think what she's saying is I can't produce it to Amy and Carole. And Carole can't produce items to Anita

and Amy. And so that's what I think Bobbie is really arguing for is she doesn't want us to be able to talk amongst ourselves -- or she doesn't want us to be able to exchange those among ourselves. She wants them to go solely to her and -- is that a fair statement?

MS. BAYLESS: Well, I think there are two kinds of recordings here. There are the recordings where that's already happened, and it is a little bit harder to put that horse back in the barn. And, frankly, they probably all have what they each have, but I don't know. And I don't want somebody to -- on down the road say, well, of course, we exchanged those things because you -- that was part of our agreed protective order.

So to the extent that's already been done and those recordings have been sent and these people have them, that is just something they are going to have to deal with.

To the extent there are other recordings -- and, see, this applies literally to the deposition. I don't know who has gotten what from whom at what time. And so to say, well, yeah, you know, spread those all around now. They will be saying, well, that was done during the protective order period and that kind of thing.

So that's why I'm saying if there are other recordings -- and I have asked for all of the recordings and the original media that they were recorded on so we can see what has been done without the editing -- then I'm saying those should not be disseminated even to the other parties in this case until this issue is addressed.

THE COURT: You know, I think I agree with that, and so I think that makes sense. So if the recordings have already been disseminated among the defendants, you know, before today, there is no way to, as you say, put that horse back in the barn. But in the future, until there is a determination as to the legality of those recordings, I don't think that they should be disseminated among the attorneys.

MR. FEATHERSTON: So, Your Honor, I guess the issue I have with that is how do I know?

THE COURT: Right.

MR. FEATHERSTON: I mean, basically, what your ruling is is now I'm in jeopardy for all recordings, because now like -- how do I say, you know, hey, Neal, do you have this recording or -- you know, that's where there is a disconnect.

There is no way for me to be able to -- because then when I disclose -- I mean, you're going

to find out whether or not someone has a recording. Have you heard this particular recording? I mean, that seems like a dangerous ground to me.

And so I think the ability to sit here and, you know, exchange within this group, I think that's okay. I mean, I don't know that any other lawyer is going to be out there disclosing anywhere else because the lawyers are subject to the joint protective order as well.

And so I don't see the harm while you're in litigation -- and there's a bunch of, you know, litigation privileges that are associated with it, I'd have to go back to my office and find some of them, but I'm sure I could -- I don't know how I could find out has this been disclosed on your side or not.

And it certainly puts us at a disadvantage. I mean, it just -- that doesn't seem like a workable solution.

Essentially, what your ruling would be is, any recordings you got, you need to, one, assume that they are illegal; and two, not produce them to anybody else. And I can't do that.

I mean, there is no showing that these are illegal. And if I feel like there is one that is illegal, then maybe at that point I will, you know,

tread more carefully.

But at this point, I think I need to be able to communicate effectively with the other defense counsel, as well as the plaintiff's counsel and the pro se plaintiff we have in this case, and produce those documents or risk, you know, not being able to use what the Court finds later that, oh, no, it's not illegal, these are okay.

Now, all the other defendants are at a disadvantage just because maybe my client keeps better records than theirs do.

THE COURT: Well, and that makes sense to me, you know, so --

MS. BAYLESS: Well, all he has to do, Your Honor, is not give them to anyone else. We know what he sent around to everybody else, and frankly, Ms. Curtis turned those copies over to me because she was not comfortable even having them.

THE COURT: But I guess what he is saying is going forward if he receives something, then he's not able to really supplement his discovery either.

MS. BAYLESS: Well, when are we really going to try this case? I mean, we don't even get -- the temporary administrator has six months to look at

it. I am not suggesting that he's going to miss a deadline or something if we deal with this issue.

And in the interim, he doesn't disseminate these recordings, whatever he may get, it would be fine with me. And if he doesn't, he can possibly not disseminate them to me, either. I mean, I have not had them for 38 months. I got them a month ago so, you know, that's not hard. I don't see that it is hard at all.

He's already sent around these. We know that he sent those around. If he is saying that he's been busily, since he got my motion, sending them to everybody that he could so that they would already be out there, then I guess we will have to sort that out.

But if it is a question of he is not supposed to give them to any other third parties until a determination is made about this, then I don't see what's hard about that, that isn't putting him at any kind of a disadvantage.

It is not suggesting what can or cannot be admitted in trial because we're not near a trial. We're not -- I mean, I know we have a docket control order, which no longer has much meaning or anything. We're supposed to be here today on a deadline on

summary judgment, so we are not.

So it seems like a simple matter to say, okay, I've got to put the brakes on anybody else receiving these recordings until we get to the bottom of the nature of the recordings.

MS. BEDUZE: Your Honor, I just want to make sure I'm understanding.

It is my understanding that these recordings have not been disseminated to any third party. They have been disseminated to counsel and -- but to these five individuals and their respective clients.

THE COURT: Right.

MS. BEDUZE: So any suggestion to otherwise, I would take issue with.

And we do not believe -- it would be very perfect for us to try to agree to a protective order that protects the dissemination of the recordings that have already been exchanged, produced, pursuant to part of discovery, and any additional recordings that may come to light that, you know, through the act of discovery.

And, I mean, in order to conduct the discovery, in order to take different depositions, which Ms. Bayless is wanting to take certain

depositions in lieu of the affidavit that she was originally requesting in front of you today, these recordings will need to be produced so that everyone can know and properly prepare for those depositions in which the recordings will be -- the information and the details of the recordings will be further delved into.

And so that end, my client, before retaining Crain, Caton & James, she did, in fact, give her deposition. And it is my understanding she responded as a pro se individual to over 300 production requests.

So the fact that discovery has not gone forward, and the fact that information has not been given freely, that's false with respect to my client, Carole, in that she has responded to that discovery, and we have supplemented when we have information.

But, again, Carole is only in this lawsuit as the beneficiary of the trust. She is not a trustee. And so, you know, it is the role of all the parties, no matter which side they're on, is to freely exchange information. And to hinder -- and I believe that stopping the recordings from being exchanged by all parties would hinder the ability to move forward -- to move this case forward.

I know they were down here two weeks ago, and I believe getting Mr. Lester appointed will further move this case forward. But in order to deal with things, we need to have a free exchange of information.

THE COURT: Okay. I have a meeting at 12:15, so I've got to get going. And I apologize, I should have said that earlier.

But let's work on an agreed protective order. I think it is difficult to restrain only the dissemination of these recordings among the attorneys.

And future recordings that have not already been disseminated, it might be a good idea for the attorneys just to have a hearing on it and get a determination whether or not it should be disseminated at that point. I don't know how many recordings there are, but --

MS. BAYLESS: I don't either.

THE COURT: What's that?

MS. BAYLESS: I don't know either.

Let me just say, Judge, I'm not going to enter into an agreed order that says those recordings can be disclosed to anyone. I just don't think I can do that.

THE COURT: Well, when you say third

parties, you're referring to anyone but the attorney who is in the suit as a legal attorney. I mean, third parties mean other than the defendants' attorneys and defendants?

MS. BAYLESS: Other defendants' attorneys in this case and other defendants, yes, that's what I mean. I don't mean other than those. I mean, those who are --

THE COURT: I'm just trying to clarify because Ms. Beduze said, you know, she took issue with the suggestion that these videos and recordings were being disseminated to third parties. I think that there was a missed communication about those third parties --

MS. BEDUZE: Correct. I will use the term "third parties" to be, you know, outside of the individuals involved in the lawsuit.

MS. BAYLESS: You know, I have absolutely no idea.

THE COURT: Well, let's work on a draft. Can we get the draft of a joint agreed protective order started, and see if you guys can come up with some sort of an agreement?

Otherwise, I mean, is there something I can rule on right now? I mean, is there something you

want guidance for other than this issue of how to deal with these recordings, because I don't have the answer to that. I don't know if there are even -- we could be displacing our findings cause all of the recordings have been produced, I don't know.

MS. BAYLESS: I think that's unlikely, Your Honor. But the problem -- here is the problem. While we explore these issues in depositions or however we explore them, if there is no constraint on their providing these documents -- of these recordings to other people, whether it is Carole sending her video recordings to Anita and Amy as she already did, and that's -- and so if Anita produced them, Carole didn't. She says Carole has provided all this discovery. Carole didn't provide those.

So unless there is some kind of constraint that there is to be no disclosure other than if -- other than Mr. Featherston talked about, he might be able to get a list of whom they have been provided to and when and that kind of thing. But without knowing, there may be -- the size of this recorder, there could be hundreds of hours of recordings.

And so without knowing what there is, without having the original means, without knowing any

of that, and until we know that, there is nothing preventing them from passing this around everywhere.

They obviously are not concerned about the statutes that prohibit it. And so unless this Court directs that those are not to go anywhere until we make a determination, and we establish a time period to make that determination, I just -- I cannot --

THE COURT: Okay. I think this is what -- this is my solution, I think, the best that we can come up with, sign a temporary order on it until an agreed protective order can be entered.

MS. BAYLESS: And the temporary order will --

THE COURT: It will expire at some point, and then we'll have a hearing when it expires, you know, the sooner the expiration date of the protective order or the date that a joint agreed protective order is entered. Does that make sense?

MS. BAYLESS: And the terms of this temporary order will be what?

THE COURT: I don't know that. I would have to go work on it. And then I'm assuming you guys can review and comment, and then I would enter it. And then, hopefully, you can come up with an agreed

order that would be better suited for the case. But until then, that's the only solution I can think of.

MR. SPIELMAN: Judge, if I may, I think whether it's in the temporary order or whether it's something that we can work on after that point, it can be maybe a stair step.

But I think what counsel has been saying about the need for the attorneys to be able to exchange so that, in theory, we can prepare our clients for, one, we can make sure that there are not any other recordings other than those that have already been exchanged. We need that part.

And then, two, I think what I heard a little bit of if -- if the concern is that, well, did Carl consent? Well, was Carl competent? That could be the second stage of people that need to hear these recordings.

I don't know how you determine his competency back then, but perhaps it is a professional who can hear the recordings and make some kind of determination.

I'm not saying that's the direction this goes, but it seems if the excuse -- if the defense is going to be that Carl was incompetent, and therefore, could not consent, we cannot have our hands

tied behind our back with regard to who can assist in either -- in evaluating that --

THE COURT: Okay. Well, that may be appropriate for the agreed protective order, so -- but as far as my temporary order is concerned, I'm not going to make it that complicated. So I don't -- I really don't know what I'm going to do at this point, but I'm going -- I will draft something up and you guys can comment on it. I don't want to mess things up for you, but I do think that it is appropriate to protect the dissemination of this information in the meantime so that we can get the issue resolved.

MS. BEDUZE: And, Your Honor, if you would -- I do believe we have a copy if you would like to see or hear the recordings that is --

THE COURT: Not yet.

I've got to go. I'm already late.

(CONCLUSION OF PROCEEDINGS.)

STATE OF TEXAS ::

COUNTY OF HARRIS ::

I, JUDITH J. KULHANEK, Deputy Official Court Reporter in and for Probate Court No. 4 of Harris County, Texas, do hereby certify that the foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested by counsel for the parties to be included in this volume of the Court Reporter's Record in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Court Reporter's Record does not include any exhibits as none were offered and/or admitted.

I further certify that the cost for the preparation of this Court Reporter's Record is $ 260.00 , paid by plaintiff, CARL BRUNSTING.

WITNESS MY OFFICIAL HAND on this, the 18th day of August, 2015.

/s/ JUDITH J. KULHANEK
JUDITH J. KULHANEK, CSR #598
Deputy Official Court Reporter

MY COMMISSION EXPIRES:
DECEMBER 31, 2016

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REPORTER'S RECORD

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TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

THE ESTATE OF:	)	IN THE PROBATE COURT
NELVA E. BRUNSTING,	)	NUMBER 4 (FOUR) OF
DECEASED	)	HARRIS COUNTY, TEXAS

* * * * * * * * * * * * * * *

MOTION TO COMPEL THE DEPOSITION OF CANDACE KUNZ-FREED/MOTION TO QUASH/MOTION FOR PROTECTION

* * * * * * * * * * * * * * *

On the 24th day of January, 2019, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable James Horwitz Associate Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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January 24, 2019

PROCEEDINGS:

THE COURT: So, today in Case Number 412,249 in the 401, The Estate of Nelva E. Brunsting.

We have Anita Brunsting's motion to compel the deposition of Candace Kunz-Freed and Candace Kunz-Freed's motion to quash and the motion for protection.

So, what I'd like to do in this proceeding is first hear the motion to compel; who would like to speak on that behalf?

MR. JADLOSKI: I can, Your Honor.

THE COURT: All right. Go right ahead, sir.

MOTION TO COMPEL

ARGUMENT BY MR. JADLOSKI:

MR. JADLOSKI: We filed -- first of all, Your Honor, we asked for a deposition of Ms. Kunz-Freed. She is the attorney who prepared the QBD - the Qualified Beneficiary Designation, a trust document - that would be the focus of this deposition that we requested. And, essentially, Your Honor, she was, both, the attorney who drafted the document and the notary on the document. So, she would be the only one that could testify as to, both, the sort of the validity of the document, why the

document was drafted the way it was, and would also be the only one to testify as to the decedent's capacity at the time that she signed the documents.

So, our basic position is that she's not only the best witness for this information - she's the only witness for this information; and we have to have that information in order to respond to Carl Brunsting's argument that the QBD is not enforceable.

So, that, in a nutshell, is our reason that we need the deposition, Your Honor.

THE COURT: All right. Do you have a response?

ARGUMENT BY MS. FOLEY:

MS. FOLEY: Yes, Your Honor.

I'm Zandra Foley; I represent Ms. Freed who is the non-party witness that they're trying to compel.

And if I could give you a little background about the case, 'cause it's kind of long, and I'm not sure how much you've been able to read.

THE COURT: I'm kind of -- been trying to catch up. It is intertwined with other matters.

MS. FOLEY: It is. So, I'll keep this brief.

THE COURT: You take as much time as you

need, Counsel. Please feel free to sit.

MS. FOLEY: I actually do better when I stand 'cause I'm a hand-talker.

Okay. January 29th, 2013 - that's when my client was originally sued. She was sued in district court, and that was when Carl Brunsting was the executor of the estate at that point in time represented by Ms. Bayless. They chose to file that lawsuit in district court, the 164th, and they proceeded to litigate that lawsuit for two years. And in August of 2013, we did the written discovery, got verified responses to interrogatories from Mr. Brunsting --

THE COURT: Now, excuse me for interrupting you. But the subject matter of that was a malpractice claim?

MS. FOLEY: Malpractice claim. But essentially, similar to the claims being made in the probate matter regarding whether or not Ms. Brunsting had capacity; however, the allegation against my client is that she should have, in that lawsuit, that she should have known she did not have capacity and as a result breached various duties, you know, duties for negligence, breach of fiduciary duty, DTPA, et cetera.

So, we litigate that case. We're doing written discovery. They designate experts.

And then in February of 2015, we decide to take Mr. Brunsting's deposition as the executor. We go to that deposition on February 3rd. He is deposed for three hours.

THE COURT: Which year of February, 3rd?

MS. FOLEY: 2015.

THE COURT: Okay.

MS. FOLEY: So, it's 2015, February 3rd. He is deposed for three hours. I asked him every question related to: What are your claims? What evidence do you have of these claims? What did you see? Hear? What can you tell me? And he, essentially, said, "Nothing." That was generally the answers. He didn't have any evidence to backup any of these claims. After that deposition was over, sometime later, I get a call from Ms. Bayless telling me, "Oh, you know what - I don't think Mr. Brunsting had capacity when he said all that stuff to you."

Now, my guess is already -- I'm trying to come up with my motion for summary judgment 'cause I'm trying to get this case dismissed for my client because there is no evidence to backup any of these claims.

And then later, once we get the return from the -- they returned their deposition, the errata sheet, instead of being changes or corrections, what we

get is a letter from Ms. Bayless basically saying - yes, I don't think he had any capacity. He really didn't know anything and basically this deposition has no value. She says that having not made a single objection during that deposition, not saying anything about - oh, I think he may not have capacity of anything; as a matter of fact, said that he was, in fact, the executor and that he could give his deposition. So, when we're trying to gear up to get the case dismissed, then all of a sudden in March of 2015, she's - after she sends this letter - she let's us know what she's going to do now is have him resign as the executor. So, she files that in this court which, again, my client is not a party to this case - we're in district court - and then has the Court here remove him as the executor. And, now, of course, what happens in my case, it comes to a screeching halt. We can't do anything as a result of that because there is no executor to pursue the claim.

So, now, 2019, we've been through two presidents, and my client is still a party in that lawsuit - not this one - not able to do anything about trying to move her case along, to make efforts to get it dismissed, and to do anything to even just have a trial on the merits.

There was a motion that was filed in this

court to consolidate our case here, but again --

THE COURT: Who filed that motion?

MS. FOLEY: I believe Ms. Bayless filed it initially and maybe others then jumped in. But the deal was, again, based on what happened in my case from our standpoint, this was just a tactical move to prevent dismissal of the claim in district court. So, now we're --

THE COURT: So, are you opposing that motion for consolidation?

MS. FOLEY: We did oppose that motion. And as a result, there was no ruling.

Now, at some point there was a temporary executor who was appointed --

THE COURT: The administrator?

MS. FOLEY: Administrator - I'm sorry, Your Honor - to evaluate all the claims. So that happened. But now there is no one, and it's been that way for some time. And even though in the reply there's some accusations that that's somehow our fault - Ms. Freed is not party to this case and has no power to compel an executor to be appointed or administrator to be appointed or not.

So, the point is, is even though we're here now with no executor of the estate, no

administrator or anything, the first argument is that because she was the lawyer for Ms. Brunsting, there is an attorney-client privilege that she ethically has to protect. And just because they're all the siblings and the children of the -- of Ms. Brunsting, that does not give them a right for us to waive that privilege. That privilege is owed to the estate. And because there is no administrator or executor - who is the estate - that can direct whether or not those privileges can be waived, she cannot be subjected to that position.

I would argue that on top of that - if they're talking about taking a deposition in this case, in the probate case, with no administrator or executor - you don't even have all the necessary parties to take a deposition. So, that would also be incorrect.

And then lastly, it's just fundamentally unfair that we're going to now take Ms. Freed's deposition in this case knowing that there's another case pending, and she is in a situation where she can do nothing about it but sit there, not have due process to do the things any defendant would want to do to try to either move their case along to get to resolution or get it dismissed, but yet has to come into this case where there is still no administrator or executor, sit for a deposition and, essentially, she'd have to assert the

privilege every time.

THE COURT: Let me ask you a question.

MS. FOLEY: Yes, Your Honor.

THE COURT: In the other case, the district court case, your position is there's no representative of the estate at this time --

MS. FOLEY: Yes, Your Honor.

THE COURT: -- and therefore there is no one to request the deposition of Ms. Freed in that case.

MS. FOLEY: No, not exactly. There is no one to do anything because that case is now abated by result of -- there was a resignation. So, we can't do anything.

THE COURT: Resignation of the temporary administrator?

MS. FOLEY: Yes, Your Honor

THE COURT: And no one to replace that person?

MS. FOLEY: Right. And so, we're, essentially, frozen.

THE COURT: Okay. I'm sorry to interrupt you; I just needed to get that clear.

MS. FOLEY: No, that's okay.

And then on top of that, obviously -- I know we're not here on a consolidation, but just so you

understand why we were opposing it is, first of all, obviously, we litigated in the other court for two years. And to me, I felt like they're trying to undo things because it didn't go their way when she's, you know, set for a deposition.

Second of all, obviously, there's all kinds of other sorts of parties and claims over here that we believe would prejudice us with respect to the lawsuit against Ms. Freed in the other court mainly because it's just one party, and she's suing Ms. Freed and her firm against whoever is going to be representing the estate. And so therefore, our ability to quickly move through the system in order to get to a resolution - whether it be, you know, by trial or what not - would be impacted if we are then put into this case with all of these other issues that really have nothing to do with the claims against my client. And I'm specifically talking about the claims. I understand that some of the facts intersect, but the claims against my client - nobody's ever going to find in that case whether or not Ms. Brunsting had capacity or not; that's not the question that will be asked. The questions will be: Was my client negligent? Did my client breach a fiduciary duty? Did she violate the DTPA? Because she's the only party in that case, meaning none of the

children are in that particular case; it is just the estate versus the lawyer and the law firm, then there will be no impact on whatever the findings are in this court with regard to the probate of estate. There won't be. The only thing that will be determined is whether or not my client breached a duty.

And so, for all of those reasons - yes, there is no -- either we don't have all the necessary parties, even if you wanted to do a deposition at this point, but on top of that, because there is not one, there is nobody who can waive any privilege that my client has with the estate at this time.

And so therefore, we are opposing or resisting presenting for a deposition at this time.

THE COURT: Okay. Go ahead.

MR. SPIELMAN: Your Honor, my name is Neal Spielman, and I represent one of the trustees or one of the apparent trustees of the estate - Amy Brunsting.

Can I ask the Court, just because of the way things have gone on in this case, can I ask the Court to notice which parties and which counsel are here because there is a party that isn't here who we may want to --

THE COURT: I think that's a good idea. Why don't you go ahead and give your name and who you

represent to the court reporter.

MS. FOLEY: Hello. My name is Zandra, Z-A-N-D-R-A, Foley with Thompson Coe, and I represent Candace Kunz-Freed and Vacek & Freed.

MS. CAROLE BRUNSTING: My name is Carole Brunsting; I'm a beneficiary; and I'm a pro se litigant.

MR. SPIELMAN: As I mentioned, my name is Neal Spielman, and I represent Amy Brunsting.

MR. JADLOSKI: My name is Tim Jadloski, and I represent Anita Brunsting.

MS. BAYLESS: My name is Bobbie Bayless; I represent Carl Brunsting.

MR. SPIELMAN: Okay. Thank you. And the party that's not here is Candace Curtis who is another one of the Brunsting siblings. She is also a Pro Se Plaintiff.

THE COURT: Okay.

ARGUMENT BY MR. SPIELMAN:

MR. SPIELMAN: Your Honor, you know, as you're learning this case, there are some unique things to it - it's got a very long history and multiple different issues and pending motions that have been heard but not yet ruled upon overtime.

One of the things that's unique, in my mind, with respect to what I'd like talk to you about is

that I find myself arguing against Ms. Foley as it pertains to today's limited issue of - should we be able to proceed forward with her client's deposition, but I will likely be arguing in conjunction and with Ms. Foley when it comes to the concept of whether or not the documents that Ms. Freed drafted were properly drafted, are enforceable, and things like that. So, it's a little unique to be arguing against somebody that, in the bigger picture, you're probably going to wind up being allied with.

The issue, Judge, with respect to Ms. Foley is that -- so there's a couple of things that she left out.

The district court case - at least as I understand it - based on what I have perceived or determined or believed to be the live pleading, I believe Ms. Foley left out that there is an aiding and abetting claim in which her clients are accused of aiding and abetting improper activities by the trustees, one of whom is my client, the other --

MR. JADLOSKI: The other is my client, Anita Brunsting.

MR. SPIELMAN: Either of our clients are parties or have ever been parties to the district court case. And both of our -- both, Anita and Amy, are

accused of or have fiduciary breach claims pending against them in this court --

THE COURT: Filed by the?

MR. SPIELMAN: Filed by Carl Brunsting and Candace Curtis.

THE COURT: And Carl is now presumed to be -- well, let me say this: He's resigned as the representative of the estate; is that correct?

MR. SPIELMAN: Now has his wife, Drina Brunsting, acting within the confines of this lawsuit, the probate court lawsuit as, I believe they call her, the "Attorney in Fact," I think is what --

MS. BAYLESS: Yes, she's operating under power of attorney, Your Honor, as to this case.

THE COURT: Is your client still the executor?

MS. BAYLESS: No, Your Honor.

THE COURT: In what way did he cease to be the executor?

MS. BAYLESS: He resigned. Let me give you just a little bit --

THE COURT: No, I'll let you speak at a time.

MS. BAYLESS: Okay. Yes, he resigned.

THE COURT: I don't want to interrupt too

much his flow.

MR. SPIELMAN: If he did resign, that was -- there was a proceeding in this courtroom that had to do -- my recollection -- it was anonymous, the resignation, and two competing applications to be named the -- I might be using the wrong words, but the "replacement executor". That process, I believe, resulted in the Court's appointment of Mr. Lester as the temporary administrator whose specific mandate was to evaluate the merits of both the claims pending in this case and the claims pending in the district court case.

Mr. Lester prepared and submitted to this Court a comprehensive report for which the estate was required to pay him upwards of - I believe it was 10-if-not-closer to - $11,000.

In his report, he mentions to the Court or concludes that the documents that are at issue in the case were properly drafted and enforceable as written. He didn't address the issue about whether or not Nelva Brunsting had capacity at the time they were signed which again speaks to why it's important to get information from Ms. Freed about capacity... Sorry, I'm trying to keep this constrained, but I, myself, have now gotten twisted up in how complicated this is.

THE COURT: Join the club.

MR. SPIELMAND: There is also a conspiracy claim in the district court case in which it's alleged that the Vacek & Freed Law Firm conspired with the co-trustees, Amy and Anita. Those causes of action - I don't see how they can ever be addressed in the district court case until we have first resolved the issues that are pending in this case, at least the issues that relate to the drafting of these documents, the Qualified Beneficiary Documents, and other documents that were drafted and executed during a period of time in which I believe it is Carl's position and Candace Curtis' position that they were drafted in violation of the trust documents which would have been irrevocable and not subject to change at that point in time.

So, either we are going to be persuaded by Mr. Lester's report and find that those allegations or those contentions are - right now as they exist - false, incorrect, and capable of being dismissed or, we need to move forward with the deposition of Ms. Freed, the drafter of those documents, so that we can begin to evaluate whether or not those documents were properly drafted, are compliant with the law as it relates to Qualified Beneficiary Designations versus irrevocable language in trust documents, and the capacity and undue influence issues. I believe that's where Amy and

Anita's positions will sort of dovetail into Ms. Foley's client's positions and ultimately result in a resolution of the majority of what is at issue in the case, and I would expect all of what is at issue in the district court case.

I think, while my client did not file the consolidation, as we were now in 2019 and given the twists and the turns that this whole case has taken and the need to now address Ms. Bayless' summary judgment, I think the need for Ms. Freed's deposition is very important at this time.

We can -- I guess the Court can bring that case over and still keep it separate through a 403 designation but then consolidate it for discovery purposes.

As to the privilege, I think that's, frankly, Ms. Foley's strongest argument, one which I could see myself making if our situations were reversed; but the Court has ways to solve that problem by either simply ruling that the privilege doesn't apply, in which case, there is protection for Ms. Freed to speak about what would otherwise be privileged issues; or, the Brunsting siblings could agree to collectively waive the privilege which, frankly, I'm not so sure we could expect; or, we could take the example of using a

temporary administrator to evaluate and waive the privilege specific to allow the deposition to proceed.

My client has an application to be the replacement administrator, which is what the Will documents call for.

There is also a pending, similar motion by Candace Curtis. Those motions have, again, they've been argued; they haven't been ruled on. They are, I guess, pending. But I think that to the extent that there might be a conflict between who should take that role in a more permanent way - a temporary, finite-defined appointment - to waive the privilege and allow the deposition to proceed solves -- I think is another mechanism by which the attorney-client privilege can be solved and resolved.

The bottom line, Judge, is that if you really do sort of look at the evolution of the cases together - not necessarily the evolution, but the issues of the cases together - I can't see any sort of methodical, logical approach that says that evaluating what's going on in this case shouldn't take precedence over evaluating Ms. Freed's conduct or the law firm's conduct but with respect to the drafting. Those things are intertwined. And before we can know whether or not malpractice was committed or conspiracy was engaged in

or there was an aiding and abetting and breaching of fiduciary duties - we have to know if the documents themselves will hold up under a factual, legal analysis.

Mr. Lester says that at least on the legal analysis, they do; on a factual analysis, we have, at the very minimum, Ms. Curtis suggesting that her mother was incompetent or unduly influenced. And again, I think, as we've said, the best way to start getting to the bottom of that is with this deposition in talking to Ms. Freed about her interactions with Nelva Brunsting in the ramp-up to drafting of and execution of both the documents that are at issue in this case.

THE COURT: Do you see any value in the deposition if Ms. Freed were to utilize the attorney-client privilege and the work-product privilege? And if that existed, do you see much value in taking her deposition?

MR. SPIELMAN: Well, Judge, I suppose it may come down to the way the questions are asked; but at least with respect to the issues of capacity and influence - if the allegations in this case are that Nelva Brunsting was unduly influenced to execute those documents, I suspect we'll be talking to Ms. Freed about what her involvement -- not involvement, what her observations were with respect to potential issues of

undue influence, who may have been at different meetings with Nelva Brunsting, if anybody - in which case, by the way, I don't know that the attorney-client privilege would apply - what were the circumstances that went on with respect to Nelva Brunsting's execution of the documents the day she literally came to, I believe - I don't know this for sure; I assume - that she went to the law -- lawyer's office to execute the documents, what was their execution meeting like? What was Ms. Brunsting's state of mind? What did it appear to be? What did Ms. Freed do, if anything, to evaluate that state of mind on that particular day which I believe starts to speak to some of the issues about whether somebody is competent or incompetent, has capacity or lacks capacity on the day of execution? I believe these are all things that are very relevant to our 401/402 proceeding that can be addressed even if the attorney-client privilege might apply all the way.

I will tell you that I think that Ms. Freed can only benefit herself by talking about what happened in attorney-client circumstances in the broader picture. And I think that giving her the way out, allowing her to talk about those things without violating the privilege - I expect that that will ultimately benefit her whether her case moves forward in

the district court or gets brought over and is dealt with in totality with everything else we've got here or just as a 403.

THE COURT: Okay. And I'd like you to address an issue which, if I understand it correctly, the party that initiated this 401 suit isn't available or present to respond to the motion to compel, is that -- am I correct in that assumption?

MR. SPIELMAN: I don't know if that's exactly correct, but it's also --

THE COURT: We don't have a representative of the estate at this point

MR. SPIELMAN: Well, it's not exactly -- there's more to it.

THE COURT: All right.

MR. SPIELMAN: Now, I wasn't involved when this whole thing started, but I believe that it all started in February of 2012 when Candace Curtis filed a lawsuit in federal court alleging many of the same things that were then issued -- or that then became at issue when this 401 proceeding was initiated by Carl in April of 2013.

The federal lawsuit filed by Candace Curtis is what eventually has become recognized as the 402 in this court which has been consolidated with the

401. So, while it's true that Carl has brought claims... I'm stopping, Judge, because I'm noting that in my file that I have in front of me, I use, "et al" all the time, and I don't know, then, if Carl brought his claims in an individual capacity or just as the executor of the estate. I think he brought them in his individual capacity which means he is represented through Ms. Bayless by virtue of a power of attorney. So, whether there is -- my recollection -- and I know someone will correct me if I'm wrong. My recollection is that the estate is not actually a party to this 401 proceeding even though this 401 proceeding is subordinate to or ancillary to the base case. I'm not a hundred percent sure about that.

THE COURT: Okay.

MR. SPIELMAN: But that also does speak to the issue that Ms. Foley raised which is, you don't -- if I'm right, you don't need an estate representative to proceed with the deposition in this case because the estate isn't in this case or whatever that, whatever that adds to the story.

THE COURT: Anything else?

MR. SPIELMAN: Just whatever more questions you have for me.

THE COURT: All right. I'd like to hear

from Ms. Bayless, please.

MS. BAYLESS: Thank you, Your Honor. I'm going to sit, if it's okay.

THE COURT: Sure. Absolutely.

MS. BAYLESS: Although, I'm tempted by Ms. Foley's argument that it's better to stand. I agree with her.

THE COURT: You can stand and sit at all different times. Whatever you want.

ARGUMENT BY MS. BAYLESS:

MS. BAYLESS: A lot of ground has been covered. I hope I pick up on all of the issues that have been brought up.

As Mr. Spielman just said, you know, he says that he doesn't believe the estate is a party to this action. That's not true. The action was brought when my client was executor on behalf of the estate and himself, individually. So, there is a party, the party that holds the privilege that can't - Ms. Foley is right - can't deal with that issue. I don't think that issue is solved by saying - well, let's appoint somebody for five minutes to say, okay, we waive the privilege. The siblings certainly can't get together and say - okay, we'll waive the privilege. It's not their privilege. So, that is an issue, and it's an issue that

when -- there's a lot of things that led us to this.

I will tell you that I don't know if the Court has ever represented a party who has suffered from encephalitis before, but I had no idea this was an issue until Ms. Foley took my client's deposition. In my interactions with him - there was no issue. But under the stress of a deposition, a video-taped deposition, the symptoms of his encephalitis came rushing back.

THE COURT: When was the approximate date of that deposition?

MS. BAYLESS: I think Ms. Foley said --

THE COURT: 2015?

MS. FOLEY: February 3rd, 2015.

MS. BAYLESS: And so, immediately, I took steps to get him out as executor because it was clear it was not appropriate for him to have that role.

Where we've tumbled since then is a long and windy road. We've been to federal court. Many of us - I guess everybody at this table - is a defendant in a RICO action in federal court filed by one of the other parties in the case. So, the malpractice case -- and let me get back to the beginnings of that --

THE COURT: Let me ask you one more question, quickly.

MS. BAYLESS: Sure.

THE COURT: When did you obtain your power of attorney?

MS. BAYLESS: Well, there was a power of attorney that predated all of this action. Subsequently, there was an evaluation done and even another power of attorney has been done under the guide -- under the guidance of medical professionals.

THE COURT: All right. Go ahead.

MS. BAYLESS: And, again, I don't know if the Court's had any involvement with encephalitis victims, but there are many things about -- many functioning things that Mr. Brunsting does just fine. What he can't deal with is the stress that is brought on by confrontation with strangers under, you know, basically what all of us would call nerve-racking situations. Apparently, he didn't have any of that with me; and so, until his deposition, these problems didn't surface. But since then -- and we have an affidavit from his physician about some of these issues and about the power of attorney and his ability to, you know, enter into a power of attorney at various stages and that kind of thing. We can go into that in an evidentiary hearing if the Court wishes.

The way we got to this spot, though, is

that initially when all of this controversy came up, we had a tolling agreement - Ms. Foley's client and I had a -- and my client had a tolling agreement - because we saw that there was overlap between these issues among the trustees and the beneficiaries. And, frankly, I envision that we would be able to resolve these issues - crazy me - at some point in time, and the malpractice issues might not be needed or they might go away because the issues could be resolved among the beneficiaries. So, initially, we had a tolling agreement. They didn't want to continue the tolling agreement as was their right; and so, at that point, there wasn't really anything to do other than file the action or it would be lost to limitations.

So, you know, regardless of how we got -- regardless of who may have made the better decision or the worse decision - that's how we got where we are. We tried to prolong that. We tried to put that off, and it didn't work; and so, now we are where we are.

Subsequently, it's come to light that my client is not a proper party to pursue a lawsuit. He may be able to do other things, but he's not the proper party to pursue a lawsuit on behalf of the estate. And since then, there's been so much fighting about who should do that, who should jump into that role that

we're still mired in this mess that allowed us to also get taken over to federal court; had to go to the Fifth Circuit to get back over here to try and sort things out.

Yes, there's been a temporary administrator who was assigned one task which was to make a recommendation to the Court about some issues. I'm not sure he really even addressed the issues he was asked to address, but he doesn't resolve those issues.

I tend to agree with Ms. Foley on this question, and I've tried to make that clear to the parties who want to take her deposition, and I don't think this is a very good exercise of time, anybody's time, on where the case should be going right now to get it back on track.

I have a motion for partial summary judgment on file which does not deal with the issue of capacity at all; it is based upon the structure and construction of the Trust instrument and whether it's enforceable. It is based upon some other transfers from the Trust and whether they violated the Trust. It doesn't have anything to do with capacity. I don't think that - and the parties are not here, and I hesitate greatly to speak for them because half the time I don't know what they're saying - but I don't think

they've claimed incapacity in any of their issues. I'm not saying at some point in time it may not be necessary to talk to Ms. Freed. I think it probably will be unless we can get all this resolved which some of us have been trying to do without much success. But I don't think this is the time for that. I don't think the right parties are engaged or even exist at this moment, and I think there are other things, other issues, that need to be resolved that can be resolved that don't have anything to do with what ultimately would be a very complicated, factually-intense question of capacity and undue influence. I don't even know, frankly, if Ms. Foley's client would have the expertise to address capacity. I don't even know if she would be the proper witness to addressing capacity. Point is - I don't know why we're dealing with those issues when there's so many other issues that need to be addressed that might lead us in the direction of a resolution.

There's a farm in Iowa that is worth a lot of money that is just sitting there that has to be divided among these family members, and nobody can even get to the point of addressing that.

So, I find myself aligned with Ms. Foley as Mr. Spielman had said he thought it was strange that he was opposing her in this situation. I find it

strange. I'm aligned with her. I don't think this is the right time to take her client's deposition. Will that time come? Maybe. Maybe not. I don't know the answer to that right now, but I do know that if they're saying - this is what they said when we last had a hearing before Judge Butts - that they needed this deposition in order to defend my motion for summary judgment. There is not a single shred of anything in my motion about capacity or undue influence. So, I don't think they need it to address my motion.

Now, my motion is a partial motion for summary judgment; I'm not suggesting that that ends the case, but the point is - we don't ever deal with anything. We deal with more sometimes than we do at other times. But to take this deposition, get bogged down in - what do we do with the privilege with a witness that I don't think makes any difference on the issues that are currently before the Court, seems like to me, you know, a little bit of a wrong-headed direction.

THE COURT: Do you have any opinion on who might represent the estate?

MS. BAYLESS: I will tell you that I don't think any of these siblings can agree on that. I mean, some may agree with others, but there's always somebody

who doesn't agree. I mean, we had a big fight just over Mr. Lester, but I think I almost feel like it has to be a third party. Sorry to have to say that, but I think --

THE COURT: Do you think your client has capacity to agree to a person should we find somebody that's suitable to everybody else?

MS. BAYLESS: Well, I think that my client is -- he's represented by his wife through a power of attorney, and she certainly has capacity. So, yes, I think, I think that there is not a problem in terms of my party in this case agreeing to someone. I don't believe he has the capacity to be that person.

THE COURT: Ms. Candace Curtis? Is that you?

MS. CAROLE BRUNSTING: No, I'm Carole Brunsting.

THE COURT: You're Carole, I apologize. We haven't heard from you. Do you want to -- I think maybe she should be sworn.

(Ms. Carole Brunsting sworn)

THE COURT: Would you like -- please be seated. Would you like to opine on any of these matters in regard to who might be somebody that can be appointed to represent the estate and -- well, let's talk about

that first.

MS. CAROLE BRUNSTING: I really -- first, I really appreciate you asking me that question.

THE COURT: Sure.

ARGUMENT BY MS. CAROLE BRUNSTING:

MS. CAROLE BRUNSTING: And I would like to be considered as the person that fills that role only because -- or one of the reasons is because I have attended every single hearing. I have been extremely involved in this case. I was there with my parents from beginning to end. I've done my best to reach out to all my siblings to the best of my ability. And, I mean, I have a vested interest in getting this resolved. So, and also, too, I really feel like I'm a very fair and balanced person - at least I try to be. So, I would like to be considered as a possible person to take the contact role.

THE COURT: Thank you for that statement.

Have you talked to your siblings about that as a possibility?

MS. CAROLE BRUNSTING: I have done my best. My siblings will not speak with me. I have done my best to try and re-establish some type of a relationship because I find myself -- I feel like I'm always kind of in the middle, and I'm trying not to take

sides; and honestly - and you may not believe me - I have not taken a side. I see both sides, and I struggle with that; but I also keep in mind all the time that I spent with my parents and all the time that my father talked about this Trust and what it meant to him; and I know my siblings, and I know that they need for this to be resolved because of a lot of things that have happened over the past eight or nine years. And I also have a vested interest and really want to see this over and done with.

So, like I said, I take this extremely seriously. And that is why I leave work and I come here. I've never missed a hearing. I read as much as I possibly can. I reread the Trust and I reread the QBD. I do my best to understand as much language as possible. I understand that in that role, that that person would have to hire an attorney, and I understand that. But, I really want to see this moving forward, and it's something that if I needed to try to reach out to my siblings, I would be willing to do. I really feel like I could make a good case for that. I can try.

THE COURT: All right. Does anybody else have any concluding comments? Please. You raised your hand first.

FURTHER ARGUMENT BY MR. JADLOSKI:

MR. JADLOSKI: Thank you, Judge.

Just to sort of get back to why I feel -- and it's very important that we've gone through all of the sorted history of this case, and it's complicated.

MS. BAYLESS: Not all.

MR. JADLOSKI: No, not all of it, but a very good portion of it so I think, Judge, you have some idea of what's happened here as much as anyone can. It's a little bit of a mess.

But I think if we can get back to the issue at hand here which is - does my client, does Mr. Spielman's client, have the right to take this deposition at this time? I think the important thing to consider there is, there's two issues that we are being asked to respond to; but yet, if we're not allowed to take this deposition, we can't get the information that we need.

One is, Mr. Brunsting, Carl Brunsting, has raised the issue of whether or not the QBD is, in fact, enforceable; and the second issue is whether or not Nelva Brunsting, Decedent, had the capacity to sign the QBD when she signed it, and that's at least been raised by Ms. Curtis in her pleadings even though she hasn't filed a motion for summary judgment or anything like

that, but it's been raised in the pleadings. The one issue comes from the pleading, and the other one comes from the summary judgment that's on file.

If you look at those two issues, Your Honor, I'm not entirely sure that either one of them actually implicates the attorney-client privilege and I'll tell you why.

First of all, Judge, when it comes to the capacity issue - there is a rule in the Texas Rules of Evidence, Texas Evidence 503(d)4, which deals with precisely these kinds of issues, a situation where you have an attorney who is -- who drafted a document and, essentially, also functioning as a witness on that document. I think that's what happened here, essentially, because you have Ms. Kunz-Freed who drafted -- who drafts the QBD. And then there's the one who is there who notarizes Nelva's signature on the QBD. And as far as we understand, Your Honor, she was the only one who was there on the date that she signed the document, and that's the date that's important for capacity because as you know, she could have capacity on that day and not have it on another day or vice versa. And so, it's really important - the only person who was there to observe her and able to comment on the kinds of observations that a lay witness would typically make

regarding capacity is Ms. Kunz-Freed.

Now, there's also case law, Your Honor, that deals with a -- there's a -- I believe it's the Cochron v. Cochron which is in the Houston Court of Appeals that deals with the situation where an attorney is also a witness. So, you're seeing that application, you're seeing that application of rule -- I'm sorry. You're seeing that application of the Rule 503 exception being applied to an attorney who was also a witness on a document.

And then if you look - and these are all cited in our response, Your Honor - there's also the case of In Re: Estate of Kam which was in the El Paso Court of Appeals in which was citing to Brown versus Traylor which was a Houston opinion that talks about a situation which a notary is allowed to testif -- was allowed to testify, again, as to capacity that's -- and because the note -- in the same way that a witness typically would be.

Now, if you look at, if you look at, again, coming back to this situation. Ms. Kunz-Freed was, both, the attorney and the notary; and therefore, even if she couldn't testify about capacity as the attorney because of the attorney-client privilege, she could certainly testify about capacity as the notary who

observed the person when they signed their signature.

Now, moving on to the second issue which is the issue of whether or not Ms. Kunz-Freed could testify about the drafting of the QBD itself so we could get to whether or not the terms of the QBD are valid.

In her response to our motion to compel and also in her motion for protection and to quash, Ms. Kunz-Freed raised the idea that, you know - well, Judge, maybe there's another source that we could get that information from her. Have we exhausted all of the possible sources from which we could determine whether or not those documents are valid? And, frankly, Judge, there is no other source. She is the only source. So, asking us to exhaust the sources before we depose Ms. Kunz-Freed is really -- there are no other sources to exhaust. She was the one who drafted the document. She was the one who witnessed who was there on the day that Ms. Brunsting signed the document.

And so, frankly, Your Honor, I just don't see how we can do this deposition without asking questions that even touch upon the attorney-client privilege. And if you're uncomfortable with that, Your Honor, then I would say that you have the power under Rule of Civil Procedure 192.4 to specifically limit us to those issues which the Court is comfortable saying

are not part of the -- would not be covered by the attorney-client privilege.

So, I believe, Judge, so in essence, Judge, I believe:

1. Because of the pleadings and the motion for summary judgment that are on file, we do need to answer these questions so that my client can respond to the claims relating to the QBD and;

2. I really don't think that there is a -- I really don't think there's an attorney-client privilege issue here; and if there is, there is a procedural work-around that the Court could utilize.

THE COURT: Thank you for that. Let me ask you a question.

MR. JADLOSKI: Yes, Your Honor.

THE COURT: In Ms. Freed's response, she talks about that there's other witnesses present when the QBD was executed. I'm just curious. Is that a fact that you contest? Are you aware that there are other witnesses?

MR. JADLOSKI: We are not -- we're not -- no, Your Honor, we're not aware of witnesses --

THE COURT: Wait. I didn't understand that.

MR. JADLOSKI: We are not aware that there

were any witnesses.

THE COURT: I just wanted to know that.

All right. Anybody else? Yes? Go ahead, ma'am.

FURTHER ARGUMENT BY MS. CAROLE BRUNSTING:

MS. CAROLE BRUNSTING: I just want to make one more comment as far as to my mother's capacity.

I was her care giver per my parents' --

THE COURT: I appreciate your wanting to say that. I don't know that that's on point for what I have to deal with today.

MS. CAROLE BRUNSTING: Well, it is because it talks to capacity, and I'm thinking that there is a lot of information I have; and perhaps I need to be deposed because it does impact this QBD because I was my mother's care giver. I was there. And, I mean, I was one of the ones taking care of my mother, and she spoke with me about a lot of things, and then things were going on. So, it's really hard to hear all this going on when I'm thinking - okay, I have a lot of facts that may pertain to this.

THE COURT: All right. Thank you.

MS. FOLEY: If I may respond, Your Honor?

THE COURT: Yes, ma'am.

FURTHER ARGUMENT BY MS. FOLEY:

MS. FOLEY: Okay. So, nobody's going to remember this because me and Bobbie were the only ones there. She has been deposed in the other case. I don't know if you remember that. It was a long time ago.

MS. CAROLE BRUNSTING: I do.

MS. FOLEY: She was present at some of the meetings between my client and Ms. Brunsting because she brought her there. So, yes, there are other sources of that information, number one.

Number two, what I hear from these parties is that - hey, you've got to let us take just part of her deposition so we can move our case forward. And nobody's really considering what my client is going to have to deal with which means if you take her deposition, and she only has to answer, you know, questions that aren't privilege, that means that at some point, she's going to have to sit again for another deposition.

So, my thing is, if we're going to compel her deposition, why not get somebody put in place so my client only has to sit once and answer whatever questions that need to be answered.

The other thing I want to point out is that there are cases out there where - and this comes

with the problem of who is going to be the administrator or the executor - but there are cases out there where lawyers are compelled by a trial judge, for whatever reason, to waive that privilege. They sit. They waive that privilege. And then later on get sued because they didn't appeal it. And I don't want to put my client in that position given what the fighting has been between these siblings. And so, I ask that we not be put in that position. And I think it solves it if the Court would just appoint someone to be the executor or the administrator; and then if people want to take a deposition - I get it; that's fine; we'll have to sit for that, but it doesn't put my client in a precarious position when having to deal with the privilege issues of what comes next after that. And then, obviously, too, it makes my day because my client now has somebody that's there in her lawsuit so she can be able to move that along.

But, then the last point I want to make is that based on what everybody has said about this capacity issue, it sounds like nobody really thinks that there is really an issue there anyway. There is no evidence whatsoever. And the thing is, is that all these allegations that were made in that lawsuit against my client, had to do with that - that she somehow was

duped because she did not have capacity; yet, when she sends her letter saying, oh --

THE COURT: When you say your client was duped --

MS. FOLEY: I'm sorry. They're saying about Ms. Brunsting. My client's client. My client's client was duped by Ms. Freed into signing off on documents. She made these allegations. She had her client verify interrogatories before she declared to be incapacitated saying that - yes, all this stuff is true, and then sends a letter saying, "Well, he had no personal knowledge. He was never there. He doesn't know anything. It's all useless information now." So, the question is - well, then where did all that come from? Somebody filed those claims. Somebody made those allegations. Somebody is saying that is a fact; yet, there is not a single person, based on what you've heard so far, that has any knowledge of that whatsoever.

So, you know -- and, yes, there was a tolling agreement in place that was filed because we were led to believe that it was actually a 202 deposition that was requested initially of us. So, we thought we were given documents to help you decide whatever your probate issue is. And then once we figured out this does not seem right, we went ahead and

said - no, we're not extending any tolling. And you heard her just say, "So, we went ahead and filed a lawsuit," and it's because there was no due diligence done, no investigation as to any of these claims. It was simply - just let me file that lawsuit to get those claims out there so we can have somebody to go blame and seek money from. There is absolutely no evidence of any of these claims. I know I'm harping on the wrong thing, but I just wanted to point that out based on what you said everybody agrees, really, is what you heard. The others aren't really capacity, is not an issue. Well then, if that's the case, why is my client even sued in the first place?

But, anyways, so I would just say in closing:

If we're going to make my client sit for a deposition, I'd like for her to only have to sit once, and I'd like for her to not have to be put in a position to where she's going to be just requested to waive privilege like they suggested with no basis and then have to deal with what to do after that. Should we sit there and wait for privilege or do we have a duty to make sure we protect it until somebody - meaning a representative of the estate - gives us some direction on that?

Thank you, Your Honor.

FURTHER ARGUMENT BY MS. BAYLESS:

MS. BAYLESS: Judge, since I heard my letter paraphrased several times now by Ms. Foley, that is not at all what it said.

But the point is what I am saying here today -- well, first of all, we had lots of documentation. We had lots of evidence about these claims. Did that mean that we didn't want to try to continue a tolling agreement so that we can fight the fight with the siblings and get that resolved so that we didn't have to file more lawsuits? That's what I was saying. I wasn't saying there was no due diligence, that capacity wasn't an issue. I'm not saying that capacity isn't an issue. At some point - I'm saying in my motion that is pending before this court - capacity is not an issue. And if somebody heard me say otherwise, let me correct it right now.

What I'm talking about today is what the Court has in front of it that's been on file since before the RICO case and all the Fifth Circuit travels and all of that kind of stuff. That has been on file for sometime now. It's a motion that does not go to the capacity issue in any form. And so, the issue always, I think, has been how splintered this thing gets, and we

go off on this rabbit trial and that rabbit trail, and I think that's what taking this deposition at this time does - is it takes us down another rabbit trail. This case needs to get on track for everybody's benefit so that it can be resolved in total.

And I think anybody who thinks taking Ms. Freed's deposition is going to do that, is just not thinking through what the issues are. That's my point. And even if the Court denied my motion for summary judgment, it wouldn't be because they didn't have the evidence to address the capacity issue because capacity is not an issue in that motion. That's all I was trying to say.

THE COURT: All right.

FURTHER ARGUMENT BY MR. SPIELMAN:

MR. SPIELMAN: Judge, I'm sorry; if you can indulge me just a minute.

We've talked a lot about a lot, and that's what happens. Judge Comstock will tell you. Everything about this case, once you start talking about it, something, some other layer of it gets unpeeled. I think the one thing that everybody will ultimately agree with is that we do need the Court's help in getting us moving. Anita and Amy believe that the way to get us moving is through this deposition.

The reason, while capacity is a point in this lawsuit, to be specific -- start over.

Amy and Anita filed a no-evidence summary judgment against Candace Curtis and the claims that she has brought in this lawsuit.

Candace Curtis' claims include the capacity issue, or at the very least, her response to our no-evidence summary judgment raises the capacity issue.

So, with respect to our ability to try to get this case moving by dismissing Candace Curtis' portion of the case, we are precluded from doing so because of the issues that she has brought up in her response. That motion has not yet been heard because we now need to address what she says is evidence of capacity and would like to do that through Ms. Foley's client. That is the full story now on why capacity is being discussed in the broader sense of this litigation.

Ms. Bayless says that capacity doesn't relate to her MSJ. I can't remember its contents. If she says it doesn't - it doesn't. But let's be very clear what her motion does say.

She is seeking, from this Court, summary judgment on the issue that the documents drafted by Ms. Foley's client were drafted improperly, contrary to law,

and in violation of other portions of the primary trust documents. That is the very issue that is pending in the district court case. If she is - I assume - that Ms. Foley would not want this Court doing anything about that issue in this case for fear of how that might then show up in the district court case. It is my belief, and it is Anita's belief - or my client's belief and Anita's belief, the lawyers' belief - that the way to deal with and learn more about the circumstances pertaining to the drafting and the creation of the documents is by examining the person, the lawyer, who drafted them. We want to know why she drafted them, what were the circumstances behind why they were drafted, how does their drafting not violate other aspects of the prior-in-time trust documents; and from that information, we hope to be able to, not only resist multiple causes of action brought by Candace Curtis and Carl Brunsting, but also put together a comprehensive, fair, balanced, accurate response to the motion for summary judgment. And that's what I have to say about that.

THE COURT: Counsel, for the two trustees - do you have an opinion as to her request to be named as a temporary administrator or administrator for this estate? Can you speak on behalf of your

clients as to that?

MR. SPIELMAN: I can do so -- yes, I can.

So, two things, Judge.

If we do that, then we are - and I don't mean this disrespectfully - then we are putting a person in that position who is the only person who was never considered for that position amongst all of the Brunsting siblings. So, we are now going far afield of what - at least on paper - Elmer Brunsting and Nelva Brunsting wanted with respect to the succession of their executors. That's one concern in the global picture.

In the smaller picture - if I understand the position of Candace Curtis correctly - the reason she wants to be named as the replacement executor is because she thinks that my client, Amy, is disqualified because of the fact that Amy is a defendant in this 401 and 402. If that is the reason for disqualifying Amy, then Carole Brunsting is likewise disqualified because - with all due respect while Ms. Carole Brunsting describes herself as, "in the middle and not taking a side" - she is absolutely a defendant in claims asserted by, both, Carl and Candy: Money hadn't received, conversion, breach of fiduciary duty. They are abs -- Carl and Candy, separately but in conjunction through the pendency of this lawsuit, are

absolutely trying to get into Carole Brunsting's pocket unless she has worked out a deal with them that the rest of us don't know about.

So, my point for that is - if Amy Brunsting, who is the next in line, is disqualified because she is a litigant, a defendant, then Carole is disqualified and we're nowhere.

If Carole is not disqualified, then neither is Amy, and let's do what the Will says and let Amy Brunsting take over as the executor of the two estates and all of these problems are solved.

THE COURT: So, in short, you believe your client would object?

MR. SPIELMAN: Yes.

THE COURT: Okay. And how about you, Counsel?

MR. JADLOSKI: I believe my client would object, but to know for sure, Judge, I'd have to discuss it with her.

THE COURT: Okay. I appreciate everybody coming in. It's very persuasive. I am going to take this under -- go right ahead if you'd like to say one more thing.

FURTHER ARGUMENT BY MS. CAROLE BRUNSTING:

MS. CAROLE BRUNSTING: Yeah, Mr. Spielman

keeps talking about Candy's case about the 402. It was never consolidated. So, it's my understanding that that case went away.

THE COURT: Okay.

MS. CAROLE BRUNSTING: So, it's the 401 but it was supposed to be brought over from the federal court, consolidated with the 401 - that never happened. So, it's my understanding that Candy's case is no more, and that's why she never takes much involvement with what happens in the probate court.

FURTHER ARGUMENT BY MR. SPIELMAN:

MR. SPIELMAN: Judge, that's, first of all, that's -- let me say this.

One, I believe that the various docket sheets will prove that that's absolutely incorrect. However, if the Court would like to put an order in the case that says that Ms. Candace Curtis' claims in this case have been non suited, I wouldn't object to that either, but I don't believe that what Ms. Brunsting just said about there not being a consolidation order as to the 402 to the 401 is correct.

And I think, Judge, if you look in the Court's file around May of 2014-ish, I think that would be where you would look to see that the 402 was opened -- no, actually the 402 wasn't opened until

February of 2015. But in May of 2014, the Court's file reflects the federal court sending Candace Curtis' claims to Probate Court 4 where they were always discussed. There are multiple motions that were filed by Ms. Curtis and her attorney at the time within the 401 that ultimately led to the opening of the 402. And I'm quite positive that there was an order consolidating the 402 and the 401. However, I would be equally happy with an order dismissing Ms. Curtis' claims.

THE COURT: All right. Thank you.

FURTHER ARGUMENT BY MS. BAYLESS:

MS. BAYLESS: If I could just raise one other point.

This came up when Mr. Lester was appointed, and that's the issue of how a temporary administrator gets paid. And there was a lot of discussion about the fact that the money in the case is in Trust, and I think Ms. Curtis was one of the big objectors to the appointment of temporary administrator resulting in fees that would have to be paid by the Trust and that that was not appropriate, and I think some other -- I don't know, Carole, did you object to that?

MS. CAROLE BRUNSTING: Did [sic].

MS. BAYLESS: So, I just say that so that

the Court has that in mind in trying to formulate a plan that that is also an issue that would seem to have been able to overcome it with Mr. Lester, but frankly, I don't remember how we did now.

COURT'S RULING:

THE COURT: All right. Well, I think that as often in cases like this, people tend to try to put a lot of different food in their mouth at one time and choke when it probably is best resolved by taking a bite at a time.

And I'm going to take this matter for the motion to compel the deposition and the contravening motion to quash under consideration. I'll give you an answer by tomorrow.

So, thank you for your time.

* * * * *

The State of Texas)

County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $351.00. and was paid by Ms. Candy Curtis.

WITNESS MY OFFICIAL HAND this the 6th day of February, 2019.

/s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
Expiration Date: 12-31-20
Official Court Reporter
Probate Court Number Four
Harris County, Texas
201 Caroline, 7th Fl.
Houston, Texas 77002

TAB 65

REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

THE ESTATE OF:	)	IN THE PROBATE COURT
NELVA E. BRUNSTING,	)	NUMBER 4 (FOUR) OF
DECEASED	)	HARRIS COUNTY, TEXAS

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AMY BRUNSTING'S MOTION FOR SANCTIONS AND/OR CONTEMPT

* * * * * * * * * * * * * * * *

On the 28th day of June, 2019, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable James Horwitz Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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VOLUME 1
(AMY BRUNSTING'S MOTION FOR SANCTIONS AND/OR CONTEMPT)

June 28, 2019

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June 28, 2019

PROCEEDINGS:

THE COURT: Hello. Please be seated.

I'm going to call Case Number 412249-401, In The Estate of Nelva E. Brunsting, Deceased.

When we get Ms. Curtis on the phone, I'll have each counsel and pro se party stand, identify yourself, and who you represent.

(Calling Ms. Candace Curtis on telephone)

MS. CANDACE CURTIS: This is Candace.

THE COURT: Hi, ma'am. This is James Horwitz; I'm the judge in Harris County Probate Court 4.

MS. CANDACE CURTIS: Yes, sir.

THE COURT: We are on the record, and we're just now starting; so, I'm going to have each counsel stand and identify themselves and who they represent.

MS. CANDACE CURTIS: Thank you.

MR. SPIELMAN: Good afternoon, Judge, my name is Neal Spielman, and I represent Amy Brunsting.

THE COURT: All right.

MR. JADLOSKI: My name is Timothy Jadloski --

MS. CANDACE CURTIS: Excuse me. Can you turn that up a little bit 'cause I can't hear anything

going on in the background.

THE COURT: All right. I'll try to have somebody that's more technical than me do this.

JUDGE COMSTOCK: Turning up the volume on this device increases your volume, Ms. Curtis, but it doesn't increase the volume of the attorneys in the courtroom; do you guys want to approach?

THE COURT: Yeah, y'all can come on up.

All right. Counsel, why don't we start over, okay.

MR. SPIELMAN: Judge, my name is Neal Spielman; I represent Amy Brunsting.

MR. JADLOSKI: Your Honor, my name is Timothy Jadloski, and I represent Anita Brunsting.

MR. REED: Cory Reed; I represent Candace Vacek in the 403 case.

MS. BAYLESS: Bobby Bayless; I represent Carl Brunsting.

MS. CAROLE BRUNSTING: And Carole Brunsting; I'm pro se.

THE COURT: Okay. So, we have a motion for sanctions and/or contempt filed by counsel for Amy Brunsting.

MR. SPIELMAN: That's correct, Judge; and Candace Curtis is on the phone as a pro se party,

correct?

THE COURT: Right. So, Ms. Curtis?

MS. CANDACE CURTIS: Yes.

THE COURT: I would like you to raise your right hand and be sworn by the court clerk, please.

MR. CANDACE CURTIS: All right.

(Ms. Candace Curtis is sworn)

MS. CANDACE CURTIS: I do.

THE COURT: All right. Counsel, would you like to proceed with your motion?

MOTION FOR SANCTIONS

ARGUMENT BY MR. SPIELMAN:

MR. SPIELMAN: Yes, thank you, Judge.

Essentially, Judge, we're here on a motion for sanctions and contempt stemming from your recent -- the Court's recent order of February the 14th of 2019. By way of review, Your Honor, that order was entered following some pleadings that were filed by my office on Amy Brunsting's behalf that were connected to a series of five different pleadings that had been previously filed by Ms. Curtis. The sum and substance of those pleadings had to do with the suggestion or the argument that this Court did not have jurisdiction over the case that we're dealing with. And as you may recall, Judge, part of what led to your order being signed in February

was the discussion about how the case came to be in this courtroom from the federal court - Judge Hoyt's court - pursuant to a motion to remand and an order of remand that was signed by Judge Hoyt. The motion itself was submitted by Ms. Curtis and her lawyer at the time - Jason Ostrom. This Court then --

THE COURT: Is that the order dated March 16th, 2015 - an agreed order to consolidate cases?

MR. SPIELMAN: I did not bring that part of the file with me, so I can't speak to the specific dates.

THE COURT: It's the -- it's in your -- it's in my order denying plea and motion filed by Ms. Curtis that I signed on February 14th, 2019. So, I believe that's correct. Go ahead.

MR. SPIELMAN: Okay. Yeah.

And so then Judge Butts - prior to you taking the bench - Judge Butts signed her own order basically accepting the transfer. I do not recall, as I stand here today, whether that was done of the Court's own accord or if that was done in response to a motion filed by Ms. Curtis/Mr. Ostrom; but either way - you have the order from Judge Hoyt and then you have the order from Judge Butts bringing that federal court case into state court at Ms. Curtis' request; and yet, even

so, we had these five different pleadings and such suggesting that this Court didn't have jurisdiction.

Your Honor may also recall that in and around the same time period at other hearings we were having, Ms. Curtis wasn't appearing, and there was some discussion in the courtroom - not putting words into anybody's mouth - but there was some discussion in the courtroom as to whether or not Ms. Curtis wasn't appearing at these hearings because she did not think this Court had jurisdiction, and we talked about the importance of getting everybody to the table, so to speak, and that was the motivating factor for doing everything that I did so that we had everybody in the right place and we could recognize that the whole debate about who had jurisdiction wasn't even really one that should have been going on in any case.

So, fastforward to your order, Judge, February 14th - you issued your order - sort of confirming all of the things that we just said; and yet, even so, subsequent to that - on March the 20th and then again on April the 12th, this is all in 2019 - Ms. Curtis filed two more pleadings or documents into Judge Hoyt's federal court under the same cause of action that had been transferred. So --

THE COURT: Is that the cause of action

entering in what four numbers?

MR. SPIELMAN: The --

THE COURT: Is that the 592?

MR. SPIELMAN: That is -- yeah. Yes, I think so. Yes, the 592. So, those documents were the application for orders to show cause why Defendants and their counsel should not be held in contempt of this Court's injunctive order. That was one document that was filed. And then the second document that was filed later was affidavit of Candace Louise Curtis in support of application for orders to show cause. So, those were the two documents that were filed into the federal court case that had been closed and terminated prior to and then confirmed again by your order.

THE COURT: And, Counsel, is that case that ends in 592 in which she filed on April 12th, 2019, and March 20th, 2019 - the same case number in which Judge Hoyt had signed a agreed order to consolidate, and that case was moved to probate court?

MR. SPIELMAN: Yes, Your Honor.

THE COURT: Same case?

MR. SPIELMAN: Yes, sir.

THE COURT: Okay. Go ahead.

MR. SPIELMAN: Okay. And so, those actions right there - the March 20th and the April 12th

filing - are the ones that were taken subsequent to your February 14th, 2019 order, and those two actions are the ones that I am saying are the contemptuous actions relative to what's been going on in this court and the effort that was put forth to get everybody here and get any confusion that might have existed - legitimate or otherwise - resolved.

And so, that's really the sum and the substance of the conduct that we're here to talk about, Judge.

It's my position that - with regard to the contempt and the request for sanctions - that none of the conduct that was exhibited by Ms. Curtis with respect to the five pleadings that led up to your order or the two documents subsequent to your order were proper, necessary, merit, full, had merit, and should have ever been pursued because of the fact - like we talked about earlier - because of the orders from Judge Hoyt sending it over here and the order from Judge Butts accepting it, it was well known to everybody - and again, at Ms. Curtis' request - that we be here in this court for the remainder of the litigation.

And, you know, I spent a lot of time and effort to help get this properly positioned so that we could start moving forward and making progress with the

development of the case - like I said before - trying to get everybody that wanted to be at the table to the table; and now, Judge, what I'm trying to do here is to extend the analogy a little bit in a tortured fashion is - now that everybody's at the table, let's make sure we're all eating with the right fork. I just feel like -- I said it would be a tortured analogy.

I feel like this case, from inception, has been burdened by a lot of the conduct of Ms. Curtis and the delays that she's caused and the pleadings that she's filed and there's never been an opportunity - by this Court, at least - to call her out on that to say there is a proper way of conducting business; just because you are a pro se party does not excuse you from understanding how the process works and from following that process. It has cost the parties' time. It is going to cost the estate money. If it's not going to cost the estate money, it's certainly going to cost my client money, and it's time to send the message to Ms. Curtis that there are consequences to the decisions that she makes when she disregards this Court's order or pursues ill-timed, poorly-thought-out, or other conduct that's just contrary to the way we are to conduct ourselves in a litigation.

Judge, you would not let me speak to Ms.

Bayless or write things about Ms. Bayless of the nature that Ms. Curtis is writing about the lawyers. You would not reward Mr. Reed for filing frivolous pleadings attacking jurisdiction time and again, you know, if he were to do something like that because we, as the attorneys, we know what conduct we're held to. We know what standards we're held to, and we know how to apply and understand and perceive your rulings and the rules of court; and Ms. Curtis has never been taught that lesson.

One of the things that I pointed to in the motion, Judge, is that this is not the first time that this has come up. Yes, it's the first time that anybody has really stood up and presented it in this courtroom, but you can see from the history, you know, Judge Hoyt recognized there was a problem with Ms. Curtis' conduct, and he recognized, in an order, that it was hampering the ability for the case to proceed forward, and it was hampering the parties from fulfilling their responsibilities. His order is not specific on which parties, but I think the presumption could be Amy and Anita as the co-trustees.

Nevertheless, Judge - Judge Hoyt saw the problem with Ms. Curtis' behavior as so extreme that he ordered her to get legal counsel, and that's the order,

Exhibit 4, that I put in my motion. She did follow Judge Hoyt's order for about as long as it took for them to come back into this court.

Shortly after the case was transferred and accepted by Judge Butts, her counsel, Mr. Jason Ostrom, was fired by Ms. Curtis, and she resumed this conduct of wildly using the wrong court, filing ill-conceived motions, doing the two things that Judge Hoyt warned her against or wrote about which was hindering necessary discourse and preventing the parties from fulfilling their responsibilities.

For the longest period of time, we spent our time stuck in a different federal court proceeding because of an ill-timed, poorly-conceived, frivolous lawsuit. That is also referenced in my motion. That was what Judge Bennett said about Ms. Curtis' RICO case; and not only did Judge Bennett say that, but then the Fifth Circuit Court of Appeals said that.

So, we have now three courts highlighting the problems that we are seeing and experiencing here in this court with Ms. Curtis and her behavior.

And I guess, Judge, my point in all this is that it's time to send a message to Ms. Curtis, and I think that message is going to be best understood by her in the form of a contempt, a sanction, and a monetary

penalty and fee, and that's why I wrote the motion the way I did; and that's why I submitted my affidavit in support of the attorney's fees that I have incurred on Ms. Bruns -- on Amy's behalf dating back to the original five filings all the way through to today's hearing.

THE COURT: Mr. Spielman, who was the federal judge in this 592 case, do you remember?

MR. SPIELMAN: The 592 was Judge Hoyt, I believe.

THE COURT: All right. And he is the one that closed the federal -- this 592 case, granted the Plaintiff's motion to remand in the order of transfer and to have all of this brought back under our current case number; is that correct?

MR. SPIELMAN: Well, Judge Hoyt granted Plaintiff's motion to remand and then the order of transfer that you just mentioned was the document signed by Judge Butts in this court. But, other than that, yes.

THE COURT: All right. So, without going into the merits of her application for orders to show cause -- well, let me ask you this.

What has happened in federal court since this was filed in March and April of this year?

MR. SPIELMAN: Well, that's an interesting

question, Judge, because what happened there is, apparently, the Court called her -- those pleadings, those federal court filings, to hearing. I did not get notice of that from the Court. I received an email from Ric Munson - who is connected to Ms. Curtis - the evening before. By the time I got to the office and saw that email, the hearing had already transpired. I don't want to speak for Mr. Mendel and Mr. Jadloski, but I don't believe they received Mr. Munson's email at all. So, I cannot say specifically what was discussed during the telephonic conference, but I am aware that --

THE COURT: You say "telephonic conference" - what do you mean?

MR. SPIELMAN: The Court had a telephonic conference with Ms. Curtis. We were all instructed, apparently, to call in rather than show up.

THE COURT: Okay.

MR. SPIELMAN: And, you know, I regret not bringing it with me. I know I printed it out. There is a docket sheet entry from that proceeding, and I know we're on the record so I don't want to misquote, so I will say that I'm just sort of going from memory, words to the effect of - we're not going any further because I already closed this X years ago.

THE COURT: All right. And have you

subsequently researched that to make sure that's the finding of that court?

MR. SPIELMAN: I have -- I am -- I can 100 percent say yes, I have; I can 90 percent say I printed it out; I can 100 percent say I can get that to you or go and print it out if that's something you would like to look at.

THE COURT: And, Counsel, do you have anything to add to that?

MR. JADLOSKI: Other than that I support the motion, no, Your Honor, I don't.

THE COURT: But any information about what the federal court did in reference to this application other than to say this matter's been closed?

MR. JADLOSKI: I have nothing else to add, Your Honor, except that I can confirm - yeah, we did not get notice of the hearing.

THE COURT: Counsel, do you have anything?

MR. REED: Yes, Your Honor.

If you look at every time when Ms. Curtis has filed any of these pleadings in the federal court - next to when you get the email notice - notification of a filing - it says, specifically, "case closed" and then it will have the filing information. So, the federal court, their notation in their system is - "case

closed".

THE COURT: All right. Ms. Bayless, do you have any information to add?

MS. BAYLESS: No. I mean, I agree with what Mr. Reed just said, you know, it would show up as "closed".

THE COURT: All right. So, what are you seeking today, Mr. Spielman?

MR. SPIELMAN: I'm seeking an order of contempt based off of her - Ms. Curtis' - violation of your February 19 -- your February 14th, 2019, order and that contempt can take whatever form this Court desires from the 500-dollar civil max penalty to just an order saying that you're in contempt for not following my order.

I'm also seeking, as a sanction, the attorney's fees that were incurred by my client while I took the actions that I described in my affidavit dating back from the first of the five filings through standing here today. And the only thing I will say about that affidavit is that in it, there is a portion where I estimated the amount of time that I would spend between the date of the filing of this motion and today's hearing - I estimated that as five hours. I have not spent five hours. I would -- if we had to round up, I

would say two hours from 1.7 or something of that nature.

THE COURT: In your affidavit for attorney's fees, you're seeking attorney's fees for work done going back to the receipt and review of the pleas in abatement and the plea to the jurisdiction?

MR. SPIELMAN: Correct. And the reason I'm doing that, Judge, is because, you'll remember - I made no such request at the time even though it was pretty obvious from the history of the file and Ms. Curtis' own actions that none of those five documents should have been filed by then; but at that time, it was more important for me to get us all on the same page than it was to argue about sanctions and fees. That changed in my mind when Ms. Curtis then filed her next two documents. And since the rules allow for us to seek sanctions retroactively while the case is pending, I felt like the best way to send the message was to go all the way back to the beginning.

THE COURT: In your responses to the plea in abatement and plea and the jurisdiction - which I don't have in front of me - did you request attorney's fees?

MR. SPIELMAN: I did not.

THE COURT: All right.

MR. SPIELMAN: And, in fact, Judge, I don't know that I've -- I don't know that the documents that I would have filed would have been styled as a response per se because I -- what was it... I think it was motion for -- whatever I called it. I didn't call it a "response" because we were doing more than just the response. But you'll remember, Judge, I think that -- I know what I called it - motion for clarification --

THE COURT: Motion for clarification and to dismiss.

MR. SPIELMAN: Right. And then within the context of Ms. Curtis' response and our reply, we brought up the issue of these five pleadings, was brought up, and that's what allowed Your Honor to dispose of them in your order.

THE COURT: How much time do think you've spent on this particular matter?

MR. SPIELMAN: As far as drafting?

THE COURT: Including this hearing today.

MR. SPIELMAN: We could -- well, let -- we could call it five hours.

THE COURT: I think you just said you hadn't spent --

MR. SPIELMAN: Well, I thought you were asking me -- you're asking me from the time I filed the

motion through today how much time I did spend?

THE COURT: Well, on this matter. I assume that you spent time before you filed the motion.

MR. SPIELMAN: Correct. I may have misinterpreted your question from day one which was the -- which would have been receipt and review of the --

THE COURT: March 20th.

MR. SPIELMAN: August 20 -- so between August 20th, '18 and October 2018 which is when Ms. Curtis started the plea in abatement process.

THE COURT: I apologize for not being clear. What I'm curious about is -- I understand that sanctions can go retroactive; what I was curious about is the very first time you got notice of Ms. Curtis filing something in federal court was, I assume, March of 2019 in the latest round she did --

MR. SPIELMAN: I understand.

THE COURT: -- from that time until today, approximately, what was the file?

MR. SPIELMAN: Judge, that's what I was saying. If we want to call it five hours, just the preparation of this motion, the receipt of Ms. Curtis' response, the preparation for the hearing and the appearance here at the hearing, we could call that five

hours.

THE COURT: All right. And I believe you also requested in addition or in the alternative to further -- Ms. Curtis from making further filings in the federal court?

MR. SPIELMAN: That's correct, Judge; I would hope that although Ms. Curtis had been on the phone with Judge Hoyt and got that ruling or that instruction from him that maybe the injunction wouldn't be necessary. But, sure, yes. I mean, I do think, I do think as many times as we need to say that the case is closed, do not file anything in it, I mean, certainly if past predicts the future, it can't hurt to have an injunction to that effect.

THE COURT: All right. Anything further, Counsel?

MR. SPIELMAN: No, thank you, Judge. Thank you for indulging me.

THE COURT: Ms. Curtis?

MS. CANDACE CURTIS: Yes, Your Honor.

THE COURT: Would you like to respond, please?

ARGUMENT BY MS. CANDANCE CURTIS:

MS. CANDACE CURTIS: I've answered Mr. Spielman in writing; so, my position is a matter of

record. And also, for the record, no one has even replied to my pleading in this court.

THE COURT: Do you recall having a telephone hearing with Judge Hoyt in federal court in reference to --

MS. CANDACE CURTIS: Yes, Your Honor, and I prefaced the conversation with the fact that it was an ex parte communication, and he simply corrected my misunderstanding in which I thought the judge who had issued an injunctive order would be the one to uphold the order, and he informed me that that was incorrect and that when he issued the remand order, it says in there that "It's further ordered that all orders rendered by this Court shall carry the same force and effect during the remand that they would have if the remand had not been ordered." And this injunctive order was filed in the probate court on February 6th, 2015, along with the report of master.

THE COURT: So, did you understand from Judge Hoyt that you were not to file anything further in that federal court case ending in 592?

MS. CANDACE CURTIS: What he said was, "mandamus."

THE COURT: I apologize, I couldn't understand.

MS. CANDACE CURTIS: What he suggested was "mandamus."

MR. SPIELMAN: Maybe she's trying to say "mandamus"?

MS. CANDACE CURTIS: Mandamus. Okay. Excuse me.

THE COURT: Did he tell you that that 592 case was closed and all matters were transferred to the probate court?

MS. CANDACE CURTIS: Yes, Your Honor, he did.

THE COURT: All right. So, with that understanding, do you know not to file anything further in the Federal Case 592?

MS. CANDACE CURTIS: Yes, Your Honor, I do.

COURT'S RULING:

THE COURT: All right. I'm going to take this matter under advisement, and I will -- if you want to issue -- send me a proposed order, Mr. Spielman.

Ms. Curtis, if you have a proposed order you want to send to me - you're welcome to do that as well; and I'll review the record, argument of counsel, I'll reread your pleading, Ms. Curtis, as well as the statement that you've told me what Judge Hoyt told you,

and I'll get back with everybody.

MR. SPIELMAN: Your Honor, one point, I'm sorry.

First of all, I apologize if I did not send in an order. That is a mistake on my part. I will get you what you've asked for.

Number two is - would the Court -- like I said, I'm almost positive there is some kind of either a docket entry or a written order of some sort from Judge Hoyt following the telephonic conference in 2019. I'm happy to confirm that and send that in or if I'm wrong, I will send an email that says --

THE COURT: That's fine. But admission of a party opponent, she's acknowledged that the judge told her not to file anything else.

MR. SPIELMAN: And then the third thing, just for clarification purposes. I guess I'm wondering if Ms. Curtis would confirm for the Court, and for us, that what she wants you to read in response to all of this is the document that she filed that's got a pretty long title: Response To Fiduciary's Application For The Beneficiary To Be Held In Contempt For Seeking To Enforce The Injunction Commanding The Trustee To Perform Fiduciary Duty Owed To The Beneficiary Petition For Partial Summary Or Declaratory Judgment.

If that's the document that she's referring to, then I think we have all sorts of problems depending on what the Court is going to do with this after the Court reviews it.

THE COURT: Well, that's the document you wanted me to review, right, Ms. Curtis?

MS. CANDACE CURTIS: Yes, Your Honor, it is.

THE COURT: All right. I've looked at it once. I'll be glad to look at it again. And at this time, I'm going to end this hearing, and y'all are excused. I'll be back in touch. Please provide me with proposed orders.

MR. REED: Your Honor, real quick before we end this hearing.

We previously came down - I know this isn't before you, but since we're all here, I wanted some guidance on how you want to handle this in the future - on a request for a representative of the estate to be appointed for my 403 case, and I know we got some subsequent orders after that hearing, but none of them touched on that.

THE COURT: Who is your client, again?

MR. REED: I'm in the 403 case - the malpractice part. And so, my client is, frankly, in

limbo until this Court appoints somebody in charge of the estate. And so, we've had several hearings on this so far with no orders; and frankly, it's probably the biggest issue for my client because I can't proceed forward or backwards or any way without someone.

THE COURT: And if I understand it right, your client was the representative of the estate; he has resigned.

MS. BAYLESS: Right.

THE COURT: And your two clients want to be that or one of them wants to be that.

MR. SPIELMAN: I think "wants to" might be a strong term. I think the substance of it goes like this, Judge:

Carl Brunsting was the executor of the estate and filed the lawsuit against the law firm in that capacity because he was the executor of the estate under the Will. When he resigned, the Will then says that my client, Amy, is next, and then Ms. Curtis is underneath her. There are, then, the competing applications between Amy and Ms. Curtis about taking over the role of Mr. Brunsting.

THE COURT: As successor executor?

MR. SPIELMAN: As successor executor.

Somewhere in this process, we have also

brought up the question of whether or not that lawsuit is an asset of the estate because if that lawsuit is an asset of the estate, then it's really part of the Trust which means it's now Amy and Anita as the current co-trustees - that would be the people with the ability to do what Mr. Reed is so desperately looking for which is - negotiate some way out of that for his client and then --

MS. CANDACE CURTIS: I believe that is correct --

MR. SPIELMAN: I'm sorry?

THE COURT: Yes, Ms. Curtis?

MS. CANDACE CURTIS: I believe that Mr. Spielman is correct.

THE COURT: Thank you.

MR. SPIELMAN: Then I'm going to stop talking.

MR. REED: Well, that's a first.

THE COURT: And if I remember from our previous hearings, you don't want to be the representative.

MS. CAROLE BRUNSTING: I did want to be the rep --

THE COURT: Oh, you do. But other people object to that; is that right?

MR. SPIELMAN: I don't know that any people officially objected, but I don't think that's -- that's certainly not what Mom and Dad wanted when they wrote their documents, and I don't think it would be productive --

MS. CAROLE BRUNSTING: I have the --

MR. SPIELMAN: -- in large part because --

THE COURT: I'm sorry, ma'am?

MS. CANDACE CURTIS: It think it's a little presumptuous, Mr. Spielman, for you to say what Mom and Dad wanted.

THE COURT: Ms. Curtis, Ms. Curtis let me swear in your sister if I could.

(Ms. Carole Brunsting sworn)

MS. CAROLE BRUNSTING: I believe he made a comment at one time that if I had supported my siblings that they agreed that I could take over that role, that was something to consider.

THE COURT: And this is to take over as the successor executor?

MR. SPIELMAN: I believe that's --

THE COURT: Is that what we're talking about?

MR. REED: I'm not sure that it's that

exact position; I think it would be -- I'm a little unfamiliar with the probate world, but what I understand it to be is a representative of the estate. So, if it's a successor --

THE COURT: I mean, she's not named in the Will; so, if we did that, it would have to be in some administrator status.

MS. CAROLE BRUNSTING: This is something we've been talking about this for years and years and years. It's something I would really like to go ahead and make the decision so I --

THE COURT: Is that motion before the Court? Not today, but is it, generally, before the Court?

MR. REED: It hasn't. Well, it's been vaguely pled in various motions, and that's why --

THE COURT: Well, if y'all want to, you know, if somebody wants to bring it to the Court, you know, and --

MR. REED: The problem is --

THE COURT: -- have a hearing on it, we can do that. I'm not going to do it today, I can tell you that.

MR. SPIELMAN: I don't think there's any motion by Carole Brunsting seeking to take --

MS. CAROLE BRUNSTING: I can file a motion if I need to.

MR. SPIELMAN: And we can deal with that at that time.

THE COURT: And the -- between y'all, you can't reach a settlement? Have you tried to reach a settlement on an appointment of a person?

MR. SPIELMAN: I mean, the closest that we've gotten to anything was just now when Ms. Curtis said she agreed with me about what would happen if it was, in fact, an asset of the estate - it would belong in the Trust. So, that's, of course, the other question is - if that's the correct analysis, then there really isn't a need for an executor of the estate because I think the thing that everybody would agree on is that but for that lawsuit, there is nothing else as an asset of the estate; anything else, is in the Trust. And so, if that's where that lawsuit belongs --

THE COURT: Then we have a continuing argument over who's the proper trustee of the Trust; is that correct?

MR. SPIELMAN: Because of the qualified beneficiary designations and the power of -- I'll butcher the terms --

THE COURT: That's the substance of the

malpractice lawsuit, is it?

MR. SPIELMAN: Correct.

THE COURT: She did some work to appoint somebody - your clients - as co-trustees and somebody thinks that's not correct; and hence, we go forward on that one.

MR. SPIELMAN: And we just finished the deposition of the drafter of those documents - Ms. Freed - yesterday here at the courthouse. Thanks everyone for their hospitality. And now I think we have, at least I do, I have a much better clearer and validating understanding of why Amy and Anita are, in fact, properly named. I suspect Ms. Bayless would disagree but that is also not for --

MS. BAYLESS: You're right.

MR. SPIELMAN: -- for today's proceeding.

MR. REED: And from my standpoint, that's a battle between the siblings. My client has been sued for the last seven years and wants to move forward with defending her name in this lawsuit, and she can't until this court appoints somebody to be the plaintiff of that lawsuit.

MS. BAYLESS: I'll bring one other point.

I think it will behoove everyone to try to settle everything; although, that sounds ambitious, I

understand. But I just learned today there was to be an appraisal of the Iowa farm property which was supposed to facilitate some discussions about settlement; and apparently, that hasn't been initiated yet. I don't know if you have an estimate of how long it's going to take, but I don't know if we would have the information to do that right now if we wanted to be particularly productive.

THE COURT: Well, and I remember this case. It reminded me of a Chinese finger puzzle - once you put your finger in it, you can't get your finger out.

MS. BAYLESS: Wacamole-kind-of.

THE COURT: Well, if y'all want to try to find somebody that you can agree on to be either a successor executor or a administrator --

MS. BAYLESS: Temporary administrator.

THE COURT: -- which would be a title that somebody who isn't named as an executor would have to utilize - I'm all for it. If y'all can't get an agreement on it, then I think we do need to get somebody appointed, and the Court can use its inherent power to get that accomplished if y'all can't agree among yourselves. I think it's time for y'all to - like an old truck driver said - shift or get off the lot, you

know.

MR. SPIELMAN: Is that exactly what he said, Your Honor?

MR. JADLOSKI: Judge, if I might ask just a point of clarification.

You said you'd like to see us get someone appointed. As Mr. Spielman explained earlier - there's the possibility that we don't need someone appointed if it's an as -- are we saying that someone becomes the person that whether it be ...

THE COURT: You know, if that person is representing the estate, they may help make the determination of whether it's an asset of the estate or not. I mean, I think what happens in cases like this is everybody tries to put pieces of it in their mouth and swallow the whole thing and we choke on it. And I think we're better off just going ahead and swallowing a little piece first. And let's, you know, if somebody wants to bring something forward to me, I'll be glad to deal with it; otherwise, see if you guys can actually get somebody - and this includes you, of course, Ms. Curtis - because you are second in the pecking order on successor executors. Let's see what we can get done. I mean, I'm glad to work with y'all on that.

MR. SPIELMAN: Judge, just thinking aloud

real quick. So, I would not suggest him at this point because of some things, but your approach right now is very similar to what Judge Comstock and Judge Butts did or what was maybe their intention in naming Mr. Lester at one point to do some work as - and I always butcher his position - temporary administrator or something along those lines.

But, you know, we've heard a lot so far in some of the commentary of the siblings themselves that the attorneys making the decisions and the Courts making the decisions. We didn't know Elmer and Nelva. We don't know their family other than as the lawyers. I'm wondering out loud, without having spoken to my client about it, if the siblings might know of a family friend, somebody that they all trust, somebody that knew Elmer and Nelva, if there might be - rather than Frost Bank who is going to charge a crazy amount of money to do this - if there might be a family friend that might garner some confidence and some agreement amongst the siblings if they had ideas to submit possible names. I certainly wouldn't mind asking my client to do something like that if there was such a person and potentially even recommending that we let such a person do this if they were inclined to do so.

MS. CAROLE BRUNSTING: And I realize I'm

pro se, but I've done a lot of work and I've really done my best to contact my siblings and I really believe that left on their own to make the decision and not be influenced by their attorneys, that they would agree that - because I've stayed so involved, I've attended every single hearing, I've been involved as much as I possibly can - that I would be the logical choice; and I do realize I would have to have legal counsel which I've already -- I already know the legal counsel that I would retain.

THE COURT: Well, today is beyond the power of the Court to just, you know, snap my fingers and say that, but it's something to consider. I'm going to ask y'all to work seriously to try and come up with something and someone, and if you can't make an agreement, then let's have a hearing on that, and I'll appoint somebody.

MS. CAROLE BRUNSTING: I have one other concern is - every time we appoint an outside party, it ends up costing the Trust, in my opinion, quite a bit of money, and it also causes a delay because they want six months to a year and then we're delayed again where I know that I can get started immediately.

THE COURT: Well --

MS. CAROLE BRUNSTING: So, I can file a

motion --

THE COURT: All right.

MS. CAROLE BRUNSTING: -- to do that.

THE COURT: All right. Y'all are excused. Thank you, Ms. Curtis. I'm going to disconnect.

MS. CANDACE CURTIS: Thank you.

THE COURT: Bye-bye.

Y'all have a good weekend.

MR. SPIELMAN: Thank you.

* * * * *

The State of Texas)
County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $240.50. and was paid by Ms. Candace Curtis.

WITNESS MY OFFICIAL HAND this the 18th day of July, 2019.

/s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
Expiration Date: 12-31-20
Official Court Reporter
Probate Court Number Four
Harris County, Texas
201 Caroline, 7th Fl.
Houston, Texas 77002

TAB 66

REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

THE ESTATE OF: NELVA E. BRUNSTING, DECEASED	)	IN THE PROBATE COURT NUMBER 4 (FOUR) OF HARRIS COUNTY, TEXAS

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CAROLE A. BRUNSTING'S EMERGENCY MOTION FOR A TRUST DISTRIBUTION

* * * * * * * * * * * * * * * *

On the 6th day of January, 2022, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable James Horwitz, Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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VOLUME 1

(Carole A. Brunsting's Emergency Motion For A Trust Distribution)

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January 6, 2022 (WHEREUPON the following proceedings were conducted via Zoom and YouTube:)

PROCEEDINGS:

THE COURT: All right. Good afternoon, counsel. Can everybody hear me? I guess if you couldn't hear me, you're not going to respond.

Happy New Year to each of you.

What I show on my docket today is an Emergency Motion For Trust Distribution, and this is filed by Carole Brunsting, pro se.

For the record, let's have each attorney make an appearance and tell the Court who you represent.

MS. BAYLESS: Bobbie Bayless, Your Honor, on behalf of Carl Brunsting.

MR. MENDEL: Steve Mendel on behalf of Anita Brunsting, a Defendant and Co-Trustee.

MS. SCHWAGER: Candice Schwager on behalf of Candace Curtis.

MR. SPIELMAN: Neal Spielman on behalf of Amy Brunsting.

MR. REED: Cory Reed on behalf of Candace Kunz-Freed and her law firm.

MS. CAROLE BRUNSTING: And this is Carole Brunsting, pro se.

THE COURT: Okay. Now Ms. Brunsting, I've

read your emergency motion - it states that you were diagnosed with cancer on December 22nd, 2021, and treatment will begin at M.D. Anderson on January 3rd, 2022; is that still a correct --

MS. CAROLE BRUNSTING: Yes.

THE COURT: Okay.

MS. CAROLE BRUNSTING: That is a correct statement.

THE COURT: And you are seeking to receive an emergency distribution in the amount of a hundred thousand dollars.

MS. CAROLE BRUNSTING: That's correct.

THE COURT: Okay. And let me ask the counsel for the current trustees - and any of the other attorneys - if you can tell me about the status of the assets of the Trust or the various Trusts at this time.

MR. MENDEL: Your Honor, this is Steve Mendel; I can do that.

THE COURT: All right. Go ahead.

STATEMENTS BY MR. MENDEL:

MR. MENDEL: I can give you a general idea. There is a Decedent's Trust and a Survivor's Trust, and the Decedent's Trust has a little over $900,000 of liquid assets. The -- of that sum, about $200,000 is sitting in a bank account, so that's the

most liquid.

With regard to the Survivor's Trust, there are two accounts - there's a checking and a savings - which total about $432,000, and then there are assets that are in stocks, bonds, mutual funds and things like that.

The biggest asset - which is a non-liquid asset - is real estate which is valued at $2.1 million.

THE COURT: And you can imagine how many cases I hear, but was there talk about selling a piece of property?

MR. MENDEL: "Yes" is the answer. The preliminary indication - unless it's changed - is that four or five people were on board with the sale of the real estate. And the one individual that wanted to hang onto the property was Carole Brun -- hang on to a share was Carole Brunsting.

THE COURT: So, in other words, the sale didn't happen?

MR. MENDEL: Sale has not happened; it has to proceed in a very cautious manner in order to mitigate against taxes.

THE COURT: So, not saying that Carole Brunsting would change her mind, but if she did, would there still be a willing buyer?

MR. MENDEL: At this time, the last time we checked - and it's been a few months - but it's currently being farmed, and the farmer that is farming the property has expressed an interest in acquiring it. So, yes, there appears to be a willing buyer.

THE COURT: And that would be an arm's-length transaction; it's not an insider or a party in this litigation?

MR. MENDEL: That's correct, arm's-length.

THE COURT: Okay. Now, the Survivor's Trust was, I assume, the money set aside for the surviving spouse?

MR. MENDEL: Well, the Decedent's Trust would also be taking care of the surviving spouse, and then the Survivor's Trust had assets to, yes, take care of the surviving spouse. The surviving spouse had access to - what I'll call - both sides of the entire trust transaction.

THE COURT: So, the successor beneficiaries on both those Trusts remain the children; is that correct?

MR. MENDEL: Remain? Subject to the forfeiture provisions as set forth in the Trust and the QBD, the Trust beneficiaries are the five kids.

THE COURT: On both of those Trusts?

MR. MENDEL: Yes, Your Honor.

THE COURT: Okay.

MS. SCHWAGER: Your Honor, may I --

THE COURT: Hold on just a moment.

MS. SCHWAGER: Sure.

THE COURT: Ms. Carole Brunsting, can you hear me okay?

MS. CAROLE BRUNSTING: Yes, I can.

THE COURT: First of all, let me tell you I'm sorry to hear your diagnosis. My wife is also going through breast cancer treatment at M.D. Anderson and has been doing so for four years. She gets chemo every three weeks; just had it yesterday. So, I'm intimately involved with it and I am aware of it and I empathize with your situation. The mental aspect is the most difficult at this point.

STATEMENTS BY MS. CAROLE BRUNSTING:

MS. CAROLE BRUNSTING: It is... I'm sorry. I guess you don't realize what it's really like until you're given the diagnosis.

THE COURT: I understand. And your diagnosis is like only two-weeks old. So, you know, it's still pretty fresh, and it's going to take a while for you to assimilate it and --

MS. CAROLE BRUNSTING: And that's part of

the problem is because there still -- they don't have the full diagnosis of everything because they make updates to my chart every night; and so, I keep getting more and more information. But I have to say that the doctors and the people that work at M.D. Anderson are some of the kindest people I've ever met in my life, and they go out of their way to understand every aspect of everything you're going through and make accommodations because right now, I talked to my anesthesiologist yesterday, and she said my stress level was too high; and so, they're not really comfortable scheduling the surgeries until I meet with their psychologist, and they want me to try acupuncture to see if that is helpful as well. So, they're trying to schedule -- they're trying to rearrange their schedule so they can try and get me in as soon as possible --

THE COURT: Is there any effort to do chemotherapy before surgery?

MS. CAROLE BRUNSTING: Right now what they're trying to do is -- my surgeon is trying to see if I could qualify for a clinical trial, and that would prevent surgery right away. But I haven't heard back yet; but otherwise, it's going to be -- because I have to wait for the biopsy to come back after the surgery. So, there's going to be surgery, radiation, and then I

have to be on some medication for five years or --

THE COURT: Hold on. Hold on just a second.

MS. CAROLE BRUNSTING: Okay.

THE COURT: The Court on its own motion finds that the information in this matter is so sensitive that it outweighs the public's need to hear this, and I am ordering us to take this off of YouTube; will you do that, Judge Comstock?

JUDGE COMSTOCK: It's done.

(WHEREUPON the following remaining proceedings were via Zoom only)

THE COURT: Okay.

MS. CAROLE BRUNSTING: Thank you.

But as it was, it's going to be surgery. And then the chemo oncologist said it could be surgery and then I have to go through chemo first and then radiation and then I still have to be on the medication for five years. But the only thing is last night when they update your My Chart, they -- and they did the chest X-rays so I can get prior to the surgery, now they've discovered that I have emphysema, and so I have to get that addressed now. So, I'm waiting for the appointment for that which I'm assuming is going to be with Pulmonary. And so -- so, I don't know -- I mean,

it's just -- I mean, since your wife has been through this, I'm sure you understand that it's just a process that you go through and it's right now, I'm still kind of in this -- I know some information, but I don't know it all yet. I mean, nobody knows it all yet because I still have to wait for biopsies to come back. They did one biopsy on the 17th, and that's when they discovered there was cancer, and they gave it a stage -- no. No, I found out the stage on the 3rd, and that's when I met with the surgeon, the radiologist oncologist and the chemo oncologist, and they told me that in their opinion - with what they knew right now - this is what would happen and the time line of when it would happen. And then that's when I found out that I may qualify for this one clinical trial that's specifically for women 60-and-older. But my surgeon -- and my surgeon participated in it before, but they're trying to -- based on the type of cancer I have, they're trying to see if their response to that type of -- it's where they freeze the cancer, and they're trying to see if my particular kind responds to that before they're going to tell me I can participate in it. So, right now, I really don't know. So, otherwise --

THE COURT: Have they told you the particular kind you have?

MS. CAROLE BRUNSTING: Yes. And so, I really would like to --

THE COURT: Do you know the name of that particular kind?

MS. CAROLE BRUNSTING: I don't know, like, the exact --

THE COURT: Is it HER-negative? HER-positive --

MS. CAROLE BRUNSTING: That's it. I think that's it. I think that was it, what you just said.

THE COURT: HER-positive?

MS. CAROLE BRUNSTING: Yes, estrogen -- for estrogen. And so, I talked -- the nutritionist -- the doctor that's in charge in Nutrition called me yesterday and told me everything being as my diet, take out of my diet. And then -- I mean, I spent three hours on the phone yesterday with M.D. Anderson. They just call you. I mean, but you probably know all of this, that they just -- they're constantly working on your case and making updates and making appointments for you, but I didn't realize that they really do take your -- they take into consideration everything, and they just said that -- they asked me a whole bunch of questions about between 0 and 10, and they just determined that my stress level would just rise. So, that's where I have

to talk to the psychologist and --

THE COURT: Do you have anything to help -- do you have anything that helps you sleep at night?

MS. CAROLE BRUNSTING: Well, they gave me a prescription for Xanax, and they're telling me to take it.

THE COURT: It's an anti-anxiety medication.

MS. CAROLE BRUNSTING: Yes.

THE COURT: I don't know that it particularly helps you sleep; it could in the evening if you're tired. But just let me tell you this:

Every cancer patient - and I'm a cancer survivor and will probably be back at M.D. Anderson one day myself - but you hear something, let's call that "Part A," and you don't know anything more, and you put your head -- you put your head down at night, and you say - okay, that's going to lead to "Part B" which will lead to "Part C" which will lead to "Part D" which will lead to "Part E," and you wake up at 3 in the morning sweating about "Part E," and --

MS. CAROLE BRUNSTING: Exactly --

THE COURT: -- "B" hasn't even happened yet, and that's what your mind does. Your mind

absolutely cannot stand uncertainty. Lawyers are somewhat trained to live with ambiguity, but when it comes to their own personal life - I can testify, myself - that legal training is of probably zero value. And that - I call it the "what ifs." The "what ifs" at nighttime are so strong that they keep you from sleeping. And lack of sleep increases your fatigue; it weakens your immune system. You have to sleep. And whatever it takes for you to sleep - if it's Ambien or Zoloft or whatever your doctor recommends - you have to get some sleep every night.

Now --

MS. CAROLE BRUNSTING: I got an appointment tomorrow to talk to somebody about some of this.

THE COURT: Now, let me ask you this question:

You have -- you -- do you have health insurance? Are you 65? Do you have Medicare?

MS. CAROLE BRUNSTING: Well, I had insurance through my --

THE COURT: Through Schlumberger?

MS. CAROLE BRUNSTING: -- yes. But my job is going away.

THE COURT: But are you still employed

with Schlumberger?

MS. CAROLE BRUNSTING: Yes, 'til the end of this month.

THE COURT: 'Til the end of this month?

MS. CAROLE BRUNSTING: Yes.

THE COURT: And will there be an opportunity for you to obtain COBRA Insurance for, I think it's, 18 months?

MS. CAROLE BRUNSTING: I'm assuming so, but I'm not sure.

THE COURT: Okay. It gets expensive --

MS. CAROLE BRUNSTING: Yes, I know.

THE COURT: And your request for a hundred thousand dollars is to cover a variety of what you believe to be cost of treatment, ongoing care, and maintenance.

MS. CAROLE BRUNSTING: Right. It's hard -- I'm sorry, I didn't mean to interrupt. It's hard for me to be able to say - I need exactly this - because I simply don't know everything yet. I don't know the type of surgery yet. I don't know if I'm having a complete mastectomy. I don't know if it's just a lumpectomy. I don't know some of this stuff yet; so, the recovery time can be much different. If I do end up having to have -- if I do end up having to have chemo, I

know I'm going to get pretty sick from that. And so, I'm going to need to have caregivers here; and so, it's really hard to know exactly how much I'm going to need. And because I wasn't able to get the money from my Trust to finish my house, there's work at my house that still needs to be completed so that I can convalesce here comfortably and expect for someone else to be able to, you know, stay here as well. I've got to have accommodations for someone else to be here. And so, I did my best -- and then also, too, the bills are starting to add up fairly quickly which I had no idea. I get an update about every other day with new charges, and that's where we haven't gotten to the surgery part yet or the radiation or any of that. And so, I'm thinking, okay, yeah, this is going to -- this is -- even my portion is probably going to get very expensive at some point. But I did my best to try and allow myself enough money, enough funds, so that I didn't have -- because when they asked me, they said, "On a scale of 1 to 10, what is your anxiety when it comes to the finance?" And that was one of my key points is - I don't want to have to go through this and have to worry about - can I pay this? Can I pay this? Because this is my Trust. This is my Trust money. It's my Trust money. It's been my Trust money all along, you know,

for 11 years, and I've had to go without the benefit of having it, and I need it. I need it. And it's going to make a massive difference to me going through this and coming out the other side because also, too, I signed up with the American Cancer Society where they try and pair you with someone who has been through the same situation that you have, and I was able to speak with her last night for almost two hours, and that helped quite a bit, to be able to talk to somebody who's been through it, and I learned a lot of information from her. And there's no guarantee that it's not going to come back. And so, we kind of talked about living with that, and she just kind of told me what she does or how she kind of gets through the day. And also, too, with this medication I'm going to have to take, what it kind of -- what it's done to her and what she does to overcome the side effects of it. And so, she's very positive. We're about the same age, and she has no children. And so, that was very helpful.

THE COURT: Do you know the name of the medication?

MS. CAROLE BRUNSTING: It starts with an "L." It's not Tamoxifen. It's not that. She said I'm going to be taking one of -- it's one of three, and apparently, this medication is really hard on your bones

and can make them kind of brittle; and unfortunately, I have osteoporosis in my lower vertebrae, and so she didn't like that. But she said that they have three and that I may also have to be on some kind of a poksamack [sic] or something like that. But the biggest side effect that Brenda, that I talked to last night, had is she said is joint pain.

THE COURT: That's a drug -- there's a drug called Xgeva that gives a shot to strengthen the bones, and you get that once a -- you get that once a month.

MS. CAROLE BRUNSTING: For somebody like me, I just try to take care of myself my whole life and I eat healthy and I exercise and I do all the right things and, you know, I'm kind of proud of myself for not having ever had to take medication for diabetes or high blood pressure or any of those things; but now, you know, I have no choice but to have to take something. I know I'm going to have to take something, and it's going to be for a period of five years. I know that. I know that. And then you have to go in for blood work and your exam, I think it's every six months and but then now --

THE COURT: Are you in Houston now?

MS. CAROLE BRUNSTING: Yes. I only live

about, oh, I don't know, maybe five miles from M.D. Anderson. I live straight down Braeswood and turn on Bertner --

THE COURT: I, for some reason, thought you lived if California - maybe that's Ms. Schwager's client.

MS. CAROLE BRUNSTING: Oh, no, no; I live in Houston. Like I said, I'm five miles from M.D. Anderson.

THE COURT: Okay. I got it. And, you know, let me say this about the billing that you're getting.

You know, I've practiced law for over 40 years. I did complex litigation involving a lot of real estate, a lot of corporate mergers, and a lot of high-end divorces; and the billing from M.D. Anderson and its complexity and inability to be understood surpasses everything I ever did as a lawyer. So, when you get overwhelmed by your statement from M.D. Anderson, you're in great company.

One of the first things I would have you do is go over to the billing office and set up a payment plan. And when they tell you that, okay, they want $900 a month, you tell them, "I can only afford 250 a month" or whatever. They'll work with you.

MS. CAROLE BRUNSTING: I want to be able to pay them in full because I have the money.

THE COURT: Well, you don't need to and they don't charge interest. So, you can, you know, you have a payment plan that you can get.

Now, and of course, we started a new year, so you have a new deductible that you'll incur. So, there will be up-front costs that will come out now that you'll probably reach your deductible rather quickly.

I've seen a proposed order signed by Mr. Mendel regarding the distribution. And if you're on My Chart with M.D. Anderson, and you have a section in that called, "Test Results", am I correct?

MS. CAROLE BRUNSTING: Yes.

THE COURT: And in those test results, there should be something that evidences the diagnosis of a malignant tumor. I would assume that there would be something to that effect.

MS. CAROLE BRUNSTING: There is.

THE COURT: Okay. Do you have the ability to send that to Mr. Spielman or Mr. Mendel or any of these attorneys? You know --

MS. CAROLE BRUNSTING: I don't know if I have -- yeah -- I don't understand why I have to prove I have cancer. I mean, do you really think I would make

this up?

THE COURT: I don't. But I don't think it's much of a burden also to just print that out. And I wouldn't put much of an imposition on you given the fragile state that you are experiencing now which, by the way, is totally appropriate. I would say at this moment, you're probably still under some PTSD shock from the diagnosis. But I think that if you would, if you would simply print that out and send that to these lawyers, I will sign this proposed order, but first I want to hear from Ms. Schwager and Mr. Reed and Ms. Bayless if they have anything they wish to say.

So, I'm going to start with Ms. Schwager

STATEMENTS BY MS. SCHWAGER:

MS. SCHWAGER: Thank you.

Your Honor, first of all, my heart goes out to Carole, and I want to let her know that my prayers are with her, and we support her request. And we feel that if [inaudible] her house was hit by a hurricane - that wasn't sufficient; and now cancer is not sufficient either for a distribution according to the Trustees.

I just want to -- I took a few notes that I just wanted to add - if you don't mind - it's rather short.

But first of all, the Trust -- Amy Brunsting testified, by affidavit in the Southern District of Texas, that the Trust was distributed into five separate Trusts as the QBD that they're relying on requires. They were Personal Asset Trusts. So, they told you today that the Trust is still in two separate Trusts and checking accounts; and so, that was perjury and it's a lie, and it was a breach of their duties.

According to the QBD they rely upon, Carole is the sole trustee for her share. And under that instrument, the Defendants have been in the wrongful possession of her personal property for more than 10 years. And their demand is $537,000 in attorneys' fees; that's why they're holding us all hostage. After 10 years, they've made no effort to divide these assets; but instead, chosen to invoke this in terrorem clause simply based on the fact that the beneficiaries - including my client - are exercising their right to demand accountings and hold the trustees liable for the breach of the duties that they have to Beneficiaries. They have no basis to continue to hold this money in the first place.

And my thought is - the severance motion that was just filed is just another attempt to snuff out my client by depleting the Trust assets to this point

where there is nothing left. So, I would add that. And, no, we're not considering that today.

But at any rate, I just -- there's been no attorney fee bills or retainer contracts, things that would even justify this extraordinary fee request. And you wonder how 537,000 in fees is incurred when nothing has happened in this case, in 10 years essentially.

So, I would only add that when my son was in ICU, the bills were over a million dollars. My portion was a hundred thousand; it was over a four-month period. So, as you know, insurance doesn't cover everything; and without a job, she's going to have expenses. So, we completely support her.

And again, I'm very sorry that you're going through this, Carole.

MS. CAROLE BRUNSTING: Thank you.

MS. SCHWAGER: I appreciate you letting me speak.

THE COURT: Sure thing, Ms. Schwager.

Ms. Bayless, you wish to make any comment?

MR. MENDEL: Bobbie, you're on mute. Bobbie, you're on mute.

MS. BAYLESS: I'm trying. Okay.

THE COURT: You're there.

MS. BAYLESS: Sorry, Judge.

THE COURT: Okay.

STATEMENTS BY MY BAYLESS:

MS. BAYLESS: Yes. You know, nobody can relate to severe medical issues better than my client so, and being separated from the Trust funds and trying to deal with it. So we, you know, we don't oppose the request by Carole, and we also are sorry about her diagnosis. I think everyone's stress levels would be greatly reduced by resolving this matter, and that's where we're focusing our efforts - on trying to resolve it. We can only do what we can do and we can't make everyone want to resolve it. But that's our goal, and that's where we're going to be spending our focus, and that's why some of these filings have been made and that Ms. Schwager referred to.

But as far as what we're here about today, other than sympathy and support and acknowledging that we can certainly relate to the stress levels and the problems caused by having an asset that you can't access when you need to very badly for medical issues, you know, we don't oppose the distribution.

THE COURT: All right. Mr. Reed, I assume you don't -- you represent an attorney.

MR. REED: Yes, Judge.

THE COURT: And the fact that -- you don't

feel the need to weigh in on this, do you?

MR. REED: That's correct; I don't even think I have a right to speak on the issue, Judge, outside of expressing sympathy.

THE COURT: All right. In the proposed order regarding distribution - once the Defendant Co-Trustees to have sole discretion to determine from which account or accounts to make the distribution; what are the various accounts that are possible in which to make a distribution?

STATEMENTS BY MR. MENDEL:

MR. MENDEL: Well, Your Honor, with regard to the Survivor's Trust, there is a Bank of America checking, Bank of America savings. There's a Decedent's checking account. So, in terms of very prompt liquidity, those bank accounts are available. There is an Edward Jones account that has liquidity, stocks, bonds, mutual funds, and there are computer share accounts. And so, there are several sources from which - subject to what the Court decides is the appropriate number - there are several sources in order to make the payment.

THE COURT: What Trust was that?

MR. MENDEL: The decedent -- well, the Decedent's Trust has one checking account, and the

Survivor's Trust has two checking accounts.

THE COURT: And they're all at Bank of America?

MR. MENDEL: And they're at Bank of America.

THE COURT'S RULING:

THE COURT: Okay. I got the -- that's the information I wanted.

So, I'm going to order that she receive a distribution of a hundred thousand dollars, and I want that done within 36 hours after she provides written confirmation of her test results to either you, Mr. Mendel, or you, Mr. Spielman; and that money is to come from a Bank of America checking account. I don't want any of the mutual funds or the stocks, at this time, sold. You know, you have a taxable problem, potentially, with that. Also stock market's high and may go higher. So, you're probably not earning much interest on those liquid funds at Bank of America. So, if --

MR. MENDEL: And, Your Honor, for clarification, may the Trustees have the discretion to pick which accounts it comes from? As long as she gets a hundred grand out of Bank of America funds?

THE COURT: I don't -- I haven't heard

anything that would lead me to believe that I should limit it to one particular account or another; so, I'm going to allow that to happen.

If you can redraft your order --

MR. MENDEL: Yes, sir.

THE COURT: -- you should be able to make that change pretty quickly.

I want Ms. Brunsting to get her money as fast as possible to help reduce her stress level which I'm a little sensitized to the subject, but I think it's appropriate, and I'll sign this order when I get it.

MR. MENDEL: So, I'll modify it and send it to you in a few minutes, Your Honor.

THE COURT: That's fine; I'll sign it as soon as I get it.

MR. MENDEL: Should we --

THE COURT: If you'll -- Judge Comstock, how do you want -- want him to file it or send it to you by email or both?

JUDGE COMSTOCK: He can send it by email; I'll upload it.

THE COURT: Okay. So, send it by email to Judge Comstock.

MR. MENDEL: Yes, Your Honor. And then for purposes of the distribution, the check? Wire?

Does the Court have a preference? If she wants a wire, we need wiring instructions.

THE COURT: Let me ask Ms. Brunsting.

Do you have a bank account?

MS. CAROLE BRUNSTING: I have an account with Bank of America.

THE COURT: Did you use the past sentence, "had"?

MS. CAROLE BRUNSTING: I still have. I have. I have -- my main checking account is with Bank of America, but I did set up -- I mean, I don't -- if this is considered --

THE COURT: Let me ask you a question.

In the email, in the email that you send to Mr. Mendel with the test results showing that you have a cancer diagnosis, okay, can you provide Mr. Mendel with your account number? Is that something you could be comfortable with? He can do an in-bank transfer that goes from one Bank of America account to another, and it can happen almost immediately.

MS. CAROLE BRUNSTING: Okay. I can do that.

THE COURT: All right. So, you'll put that in the email to Mr. Mendel as well, your account number at Bank of America.

MS. CAROLE BRUNSTING: I will. Yes.

THE COURT: All right. Now, I think that takes care of the matter that is before us. I know there's been another motion filed, but that's not before me right now. I'll take it up when somebody sets it for a hearing. Right now, I want to close this hearing. I've got other cases lined up like airplanes at La Guardia Airport ready to take off. If there is nothing further, I'm going to excuse -- yes, sir, Mr. Mendel?

MR. MENDEL: We -- since that motion is now on file, can we go ahead and get a hearing date for that motion to sever?

THE COURT: Well, I'm going to let you talk to Judge Comstock about that.

MR. MENDEL: Okay. Yes, sir.

JUDGE COMSTOCK: Please reach out to Ana Vaso - she sets the hearings.

MR. MENDEL: Okay. All right.

THE COURT: All right. If there's nothing further, then I'm going to excuse all of you.

Ms. Brunsting, I wish you well. You are in the best hands in the world at M.D. Anderson.

MS. CAROLE BRUNSTING: Yes, I'm starting to realize that, and I really want to thank you so very much. This really means a lot to me.

THE COURT: All right. Good luck to you-all. Everyone is excused.

* * * * *

The State of Texas)
County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $217.00. and was paid by MS. CANDACE CURTIS.

WITNESS MY OFFICIAL HAND this the 20th day of January, 2022.

/s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
Expiration Date: 10-31-23
Official Court Reporter
Probate Court Number Four
Harris County, Texas
201 Caroline, 7th Fl.
Houston, Texas 77002

TAB 67

REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

THE ESTATE OF: NELVA E. BRUNSTING, DECEASED	)	IN THE PROBATE COURT NUMBER 4 (FOUR) OF HARRIS COUNTY, TEXAS

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MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ & MOTION TO EXECUTE EASEMENT AND SETTLEMENT

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On the 11th day of February, 2022, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable James Horwitz, Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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VOLUME 1

(Motion to Sever & Status Conference Regarding MSJ & Motion to Execute Easement and Settlement)

February 11, 2022

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February 11, 2022

(WHEREUPON the following proceedings were conducted via Zoom and YouTube:)

PROCEEDINGS:

THE COURT: This is our case, it's the 412249 the 401, Brunsting estate.

My notes reflect that we have a motion to sever and a status conference regarding an MSJ and a motion to execute easement and settlement.

First, I want to make sure we're all in agreement that's what we're talking about today.

MR. MENDEL: Yes, sir, for Anita Brunsting.

THE COURT: I'm not hearing anybody disagree.

All right. Let's start by having each attorney make an appearance on the record, and tell the Court who you represent.

MS. BAYLESS: Bobbie Bayless on behalf of Carl Brunsting.

MR. MENDEL: Steve Mendel on behalf of Anita Brunsting.

MR. SPIELMAN: Neal Spielman on behalf of Amy Brunsting.

MS. CAROLE BRUNSTING: Carole Brunsting,

pro se.

MS. SCHWAGER: Candice Schwager on behalf of Candace Curtis, Your Honor

MR. REED: This is Cory Reed on behalf of Candace Kunz-Freed.

THE COURT: Okay, Mr. Spielman, I heard you barely; if you can turn your volume up and get a little closer.

MR. SPIELMAN: Is that better?

THE COURT: That's a lot better. All right. Who spoke after Mr. Spielman?

MS. CAROLE BRUNSTING: I think I did. Carole Brunsting, pro se.

THE COURT: Okay, Carole. Got it.

Ms. Schwager and Mr. Reed, I think are the only two remaining to speak.

MS. SCHWAGER: Oh. Candice Schwager for Candace Curtis, Your Honor.

THE COURT: Thank you.

MR. REED: And Cory Reed on behalf of Ms. Kunz Freed.

THE COURT: Okay. The first thing I want to take up is this motion to execute easement and settlement.

The Co-Trustees have filed their motion

for authority to execute an easement and Settlement Agreement. Would either Mr. Spielman or Mr. Mendel like to speak on this topic, briefly?

MOTION TO EXECUTE EASEMENT AND SETTLEMENT

ARGUMENT BY MR. MENDEL:

MR. MENDEL: Yes, Your Honor.

There's a -- part of the Trust asset is 145 acres, plus-or-minus, up in, I think, Sioux County, Iowa. The Local Water Authority wants an easement across a whole bunch of contiguous tracks. This is one of those.

I have emails from Ms. Bayless and from Carole Brunsting and from Candice Schwager that indicate no opposition; so, I'm pleased to say that we've resolved that particular issue. But the bottom line - for the Court's benefit - is that it's not a lot of money, but it's about $17,000-and-change that the Local Water Authority is going to be compensating the Trust.

THE COURT: All right. And if I understand it right - some portion of that is going to go to a tenant-farmer?

MR. MENDEL: Well, it might. That's a discussion to have with the tenant-farmer, but we've received money - as part of the negotiation - from the Local Water Authority to -- they're of the opinion

there's no material impact to farmers. Naturally, farmers would disagree, but we may need to share a little bit of that money with the farmer. That amount is to be negotiated, but we need to be resolved with the Local Water Authority.

THE COURT: All right. And if I understand it right as what Mr. Mendel has said - counsel for the other parties aren't in disagreement as to at least initially signing the Settlement Agreement with the Water Board; is that a correct statement, Ms. Bayless?

MS. BAYLESS: Yes, Your Honor.

THE COURT: Ms. Schwager?

MS. SCHWAGER: Yes, Your Honor.

THE COURT: And, Ms. Brunsting? Carole?

MS. CAROLE BRUNSTING: Sorry, I was on mute. Yes, that's correct.

THE COURT: Okay. So, the Court has a little bit of a concern, given that the proposed order...

(Judge's computer froze)

THE COURT REPORTER: Judge, you're frozen.

THE COURT: Gives the Trustees right to make --

JUDGE COMSTOCK: Judge, can you hear me?

THE COURT: Did I freeze up?

JUDGE COMSTOCK: You did. Can you sort of -- right as you started, I think it was a ruling. I'm not sure.

MOTION TO EXECUTE EASEMENT AND SETTLEMENT

THE COURT'S RULING:

THE COURT: All right. My concern is the language in the proposed order that gives the Trustees the right to unilaterally make a settlement with the tenant-farmer for some monies. Given the litigious nature of this whole situation with the family, I'm a little bit concerned that I would just be creating another problem with that. So, I'm willing to agree to the settlement for the Trust to receive the - I think you said - some $17,000.

MR. MENDEL: Yes, sir.

THE COURT: But I want to hear back from the parties.

And Mr. Mendel, if you're the one leading the charge - on what kind of money is going to satisfy the tenant-farmer for his crop damage.

MR. MENDEL: Well, it's our position - and we haven't negotiated this out - but based on the due diligence that we have performed, we think that number might be in the range of maybe 250 to maybe 500 dollars.

We do not see the farmer as having any rights whatsoever to a material significant portion of this money.

THE COURT: All right. Let me ask this question of Ms. Bayless, Ms. Schwager, Ms. Brunsting. If I was to delineate -- and Mr. Reed, sorry and Mr. Spielman.

If I was to delineate into this proposed order that the Trustees can tender a portion of the settlement of the proceeds not to exceed a thousand dollars; would that be acceptable to all of the parties?

MS. BAYLESS: Yes, Your Honor.

MS. SCHWAGER: Yes.

THE COURT: Okay. So, why don't I do that. And, Judge Comstock... Are you with me, Judge Comstock?

JUDGE COMSTOCK: I am; yes, Judge.

THE COURT: Can you delineate that phrase in there?

JUDGE COMSTOCK: Yes, sir.

THE COURT: To tender a portion of the settlement proceeds not to exceed a thousand dollars.

JUDGE COMSTOCK: Got it.

THE COURT: To the existing farming tenant. So, we put that issue to bed, okay.

MR. SPIELMAN: Judge, I have one comment.

THE COURT: Sure, go ahead, sir.

MR. SPIELMAN: To perhaps avoid anyone in the future misconstruing what you just said, like maybe not to exceed $1,000 without prior court, without prior court approval - that way nobody thinks that you've ruled that it can't be a thousand and one dollars; you're just giving the Trustees authority up to a thousand dollars.

THE COURT: That's fine. If that will make additional comfort, I'm okay with that. So, can you add that language, Judge Comstock?

JUDGE COMSTOCK: I will.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

THE COURT: All right. So, we're taking care of that.

All right. The next [technical interruption] we have after this before me right now is the -- a motion to sever. Now, let me make sure I'm reading this correctly.

And then this motion to sever is -- is it to be understood in conjunction with the Rule 11 Agreement that was filed on December the 6th?

MR. MENDEL: Yes, Your Honor.

THE COURT: Okay. Now, I've ruled on the July -- I think the July 9th, 2015 motion for partial

summary judgment has been ruled on, has it not?

MR. MENDEL: You ruled on part of it. I'm sorry, Ms. Bayless - that's your motion; I apologize.

MS. BAYLESS: That's all right. But, you said what I was going to say. You only ruled on part of it, Judge.

THE COURT: All right. Well, I just want to make sure that whatever decision is going to be made after this hearing, things don't change because of the fact that I've ruled on this, that part of that motion for summary judgment - after the Rule 11 Agreement - it doesn't affect the Rule 11 Agreement - the motion to sever; am I correct?

MS. BAYLESS: No, Your Honor. I'm sorry. We knew about your ruling when we did the Rule 11.

THE COURT: Okay. All right. I just wanted to make sure. Okay.

MR. SPIELMAN: I'm sorry. Just to be clear. I think I'm -- I think just to be clear. The status conference relative to the summary judgment, I believe, is with regard to the Co-Trustees' pending summary judgment against Ms. Curtis which has been set for a hearing but which the Court switched to its submission docket.

THE COURT: Okay. So, Ms. Bayless, would

you like to speak on... I'm not... Let me see about this. Yeah, I want [technical interruption] this motion to sever and the part of the Rule 11 Agreement that relates to that.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

ARGUMENT BY MS. BAYLESS:

MS. BAYLESS: Okay. Well, Judge, I don't have the Rule 11 Agreement in front of me, but I think I remember enough to answer your question. The severance --

THE COURT: I'll be glad to read to you the significant portion that relates to your client, okay?

MS. BAYLESS: Okay.

THE COURT: It says, "Plaintiff Carl Brunsting requests the Court not rule on the portion of his July 9th, 2015 Motion for Partial Summary Judgment" - and maybe you've already said this has been taken care of - "Carl sees the determination as a matter of law that disbursements in 2011 of Exxon Mobile stock and Cheveron stock were improper distributions for which Anita as the Trustee making the disbursements is liable."

Now that -- is that issue connected to this motion to sever?

MS. BAYLESS: Yes, Your Honor, in a sense that the Court made no ruling on that portion of my motion, and the parties have been attempting to work out a settlement of the remaining issues. And when I say "the parties," I mean my client and Anita and Amy, the Co-Trustees. I've also had discussions with Carole Brunsting about some issues, but I've been working on trying to get issues resolved, and I think progress has been made on some fronts.

But the question about the ruling on the motion for summary judgment was part of why we want to sever these issues. Those are different questions than what are presented by Candy Curtis. And, frankly, Judge, there are -- everybody in this Rule 11 has their own issues. I think the Co-Trustees are interested in getting in a posture where they could have a final judgment and some finality to issues with Candace Curtis, and we want to get in a position where we can try our issues separately from Candy Curtis. And, frankly, you know, the cleaner way to do that is a motion to sever which is what we had been discussing in our settlement discussions. But, if the Court doesn't grant the motion to sever, I'm going to file a motion for separate trials because my client would be prejudiced in trying to present a case that has two

plaintiffs that have different issues. I don't even know how the Court can do that very realistically and I certainly -- I think there's been enough hostility toward my -- me, mainly, by Candy Curtis that I'm not interested in the prejudice that could result from some type of a joint trial where we're supposed to be on the same side, and we don't even have the same issues.

So, the discussion was - and depending on what the Court does on the Co-Trustees' motion for summary judgment - severance may be the most efficient way to deal with it. If the Court disagrees with that for some reason, then we're still going to have to address the issue of trying these cases separately. And I think the Co-Trustees - I don't mean to speak for them; they can speak to this - but I think their position is they need to try the issues against Candy Curtis and get those finalized and know that they are put to bed so that they have some framework within which we can continue our settlement discussions.

My client, Your Honor, frankly, just as a little bit of background, it's very important for my client to get this matter resolved. Now, he suffered a rare and usually fatal form of encephalitis in 2011. And since Nelva Brunsting's death, he's not received any support or assistance, and his condition is physically

and mentally deteriorating, and he's going to need expensive care, and he's going to need some adjustments made because he's already fallen and broken a hip, had to have emergency surgery which, in a situation like his and his past medical history, is a very serious situation and, again, life-threatening. So, we are making every effort and exploring every possibility of getting the case resolved, and it's a big muddle; it doesn't seem to be going anywhere. I don't know if that answered your question, but that kind of gives you the background for that Rule 11.

THE COURT: So, just the idea -- and I'm not going to hold you to this, but I'm just trying to get my hands around this case. The idea is if this was severed you -- your client could make a settlement arrangement or an agreement with the Co-Trustees on some of the issues that are involved in this motion for summary judgment that's still pending, correct?

MS. BAYLESS: That's correct. That's correct.

THE COURT: For example, whether your client triggered the trust forfeiture provisions or similar provisions; is that right?

MS. BAYLESS: That's right.

THE COURT: Now, do you distinguish the

type of resistance that your client made against the Trustees different from Ms. Schwager's client in regard to their allegations of forfeiture provisions?

MS. BAYLESS: Yes, Your Honor. I mean -- yes. They have an entire claim that the -- as I understand part of what they're asserting, at least - is that the whole document is forged or it's some type of cut-and-paste document, that there is that type of situation ongoing. And I had Janet Masson look at the originals early on and eliminate those issues when I first heard them raised. We're not addressing any of those issues. Likewise, we haven't gone out and sued every party in the case including the judge and the court reporter and the clerk and everybody else who might have come near the courtroom when a hearing was going on. There are any number of differences between the two claims or the two cases. And frankly, the whole issue of whether they can be separated is sort of a non issue because they were separate lawsuits to begin with. So, there's no question that they can be separate. And the beauty of that situation is the inevitable appeal that will result from whatever Ms. Curtis -- the ruling on Ms. Curtis' claims are - or is - will be able to proceed through the appellate court and there be some finality.

Everything that Ms. Curtis has touched in this case has become 10 to 20 times more litigious than it needs to be, more contentious than it needs to be. And whether it's done in a clean way with the severance, whether it's done where everybody is still lumped together and there is separate trials -- I have had -- my client has been contacted by Ms. Curtis and Rik Munson who helps her with this case. And the most incredibly ridiculous and slanderous things have been said to my client about me in attempt to get my client to listen to them and not to listen to me. That's going to go on in a trial, Judge. That's going to be prejudicial to anything that I try to put on for my client assuming that I try to put anything on because I think we can get it resolved. I think rational people, reasonable people, can get these issues resolved, and I think progress has been made in that direction. We're not there. We're not presenting a settlement to the Court, but things have to be calmer in order to accomplish these things, and they're not calmer when Ms. Curtis is involved.

THE COURT: Okay. I'm certainly going to hear from her counsel.

THE COURT REPORTER: Judge? Judge Horwitz?

THE COURT: Hold on just a second.

This is for Mr. Mendel or Mr. Spielman:

If I should sever this out, what is your position on that as far as it affecting your client? does it -- it creates, potentially, two separate trials.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

ARGUMENT BY MR. MENDEL:

MR. MENDEL: Well, Your Honor, we recognize that there's, potentially, two separate trials. The -- but given the progress that has occurred between Ms. Bayless' client and the Co-Trustees, we believe that being carved out as a separate trial which would still ultimately need to result in a severance so that the appellate timetable as to Ms. Curtis will be separate from the rest of us. But we believe the severance is going to significantly increase the reasonable probability of a settlement which is good for our clients. Also, it reduces - which is great for the Court - is that it will significantly decrease, we believe, the time -- we're set on April 4th on a two-week trial docket; we believe it would reduce the time necessary to address the claims just to be asserted by Ms. Curtis. And so, we see value in increasing the probability of settlement with one party and decreasing the time that's going to be necessary for a trial. And

I would point out - we don't even think we need to get to a trial because there's no evidence, absolutely no evidence, against our summary judgment. But if we -- if we do need to go to trial, then we think it should just be a one-week period and let it be with the most litigious person in this entire case.

THE COURT: So, just --

MR. MENDEL: We're ready for trial. We want to go to trial. I want to be clear about that. If we can't have our summary judgment, we want to go to trial.

THE COURT: So, just so I understand clearly, and it may be obvious.

On the pending motion for summary judgment that was filed on or about November 5th - you wish the Court to consider this as solely a motion for summary judgment against Ms. Curtis.

MR. MENDEL: That's correct, Your Honor. We're reserving all our rights. In the severed action, we're reserving all our rights against Carl Brunsting just like Carl Brunsting's reserving his rights against the Co-Trustees. We want our MSJ to be dully considered as to Candace Curtis and no one else.

THE COURT: And -- but you're reserving the right for to reset an oral hearing or written

submission the same summary judgment issues against Ms. Bayless' client should that come to pass?

MR. MENDEL: Well, that's true, but if we're in a severed action, we've discussed - Ms. Bayless and myself and Mr. Spielman - that we would be -- we would, in reasonable probability, be tendering a -- an agreed docket control order or we would come back to the Court and ask for a docket control order to address -- as Ms. Bayless pointed out, there are issues between her client and our clients that are different from Ms. Curtis'. And, yes, we may be coming back and asking for that, and they may be considered in the future. But our issues with Mr. Brunsting and those of Curtis' are divergent in many ways.

THE COURT: Okay. Mr. Spielman, do you have anything to add to that before I talk to Ms. Schwager?

MR. SPIELMAN: Yes, Judge, I always have something to add to that. I would just --

THE COURT: I thought that might be the case.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

ARGUMENT BY MR. SPIELMAN:

MR. SPIELMAN: I would just say, Your Honor, that the motion for summary judgment specific to

Ms. Curtis is wholly briefed by the parties; it is ripe for judgment; it solves a ton of problems which Ms. Bayless has eloquently described and accurately fully described.

I'll add that on behalf of Mr. Mendel - my opinion - that Mr. Mendel has received similar hostile, inappropriate, slanderous contact. I haven't seen what's been written about Ms. Bayless, but I have seen some, at least of what's been written about Mr. Mendel; and frankly, frankly, it's not remotely consistent with Steve Mendel, the person who's on this Zoom call and just this pattern of aggressive rhetoric and spiraling out of control nonsense from Ms. Curtis is -- it is the single reason why these people have not received what they are supposed to receive years ago, you know. And it wasn't appropriate to talk about this during Carole's emergency motion. But it speaks to the reason why she hadn't gotten her money yet; it speaks to the reason why Carl hasn't gotten his money yet; it speaks to the reason why Amy and Anita, even as individuals, haven't gotten their money yet. This whole thing has been just ridiculously nonsensically. And there are Courts that have used those words as well, Judge; this is not just me pontificating. I'm using things that other judges in other courtrooms have said about Ms. Curtis and her

claims. And the time for this case to be resolved as to Ms. Curtis is now. Ideally, that's through the summary judgment, and if it has to be through the trial - so be it. And that's my thought on that.

THE COURT: Okay. Before Ms. Schwager speaks, I'll just make one little comment.

You know, it's a pleasure to work with veteran attorneys, and I appreciate it, but I always get a little bit of an ironic smile when I hear veteran attorneys say never before have they have heard such unfounded and ridiculous and, you know, statements. Each lawyer's charged with zealous advocacy on behalf of their client. And so, when lawyers, especially seasoned lawyers, come to me with - I've never heard such ridiculous and unfounded things, I -- if you're anything like me, and I'm sure you've practiced law a long time, you probably heard it all many times before. So, that doesn't necessarily invalidate the authenticity of your argument. But the Courts take such words with a grain of salt.

Now, Ms. Schwager, I'd like you to respond, if you could, to the argument about severing this so that you, alone, would be facing a summary judgment -- your client, alone, would be facing a summary judgment and how she could be penalized by such

severance.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

ARGUMENT BY MS. SCHWAGER:

MS. SCHWAGER: Your Honor, I -- this really doesn't surprise me. This case has gone on 10 years, and just when you think you're getting towards the finish line, they throw another wrench in it.

We started out in federal court. The first lawsuit ever filed between any of these parties was my client in federal court; that case was never invalidated. My client was never called weird names by the judges. That case - we won an injunction, and they've been trying to get away from it ever since. Maybe that's their thought in doing the severance, is somehow doubt in the effect of the injunction.

When you told us to go to mediation, they qualify -- the condition was that all claims had to be settled or none of them. Had they divided into the five accounts they were supposed to in 2013 when the Court ordered, it might -- I might not care so much, but I do have the obvious question of - who is going to pay their attorneys' fees for two trials when two trials aren't needed? It's not correct to say that we have different issues. And that's not the standard. The standard is not - do we have a different question or two from them

that -- than they have? I suppose the other parties in this case may not have an interest in the injunction that's protected the Trust all these years, but that's a common issue that has been there to help put all of the parties as against the Trustees' misused funds.

But, the law states not only that the case would be proper to be severed and that it involved more than one cause of action, but the severed claim is not so interwoven with the remaining action; they involve the same facts and issues.

What is very maddening to me is - as you know, we have challenged the jurisdiction of this court because of the action that we had in federal court. What happened was Jason Ostrom - Candace Curtis' counsel at the time - polluted diversity on purpose by making Candy a nominal defendant in a claim and managed to use that to her case over to probate court. So, we went through the appropriate channels. We challenged that. We're here -- we're here in their case. I'm actually -- we're in the case that Ms. Bayless filed for us to be drug over into this court pretty much against our will at the time. I mean, we are now litigating in good faith and got the docket control order. I feel like this is some scheme on the part of counsel to deprive Candace of her portion of the inheritance. Since it has

not been divided in a separate trust account for her, then I think I have reason to have concern for that about who's going to pay the fees? Who's going to pay the doubled [sic] fees? Are these going to be attorneys' fees that the Trust incurs twice or are they paying their own fees? We've asked for those fee bills for months, and we've not received any of that.

And the other issue that Mr. Spielman brought up about hostile emails. I don't know what family doesn't have hostile communications going on in the course of the 10 years of litigation; certainly that has gone on. I don't know about it all. Largely, it flies under the radar, and I see it later; but I can tell you that there have been talks behind closed doors trying to settle this case, not just trying to stir the pot. And I just think that severance is not the solution for whatever objectionable emails counsel is finding that my client wrote. As long as this is one nucleus of operative fact and one law of fiduciary duty, I don't see why it needs to be separate. I also don't see why it needs to be severed for them to settle. If they have reached a settlement, I just don't understand why they need to have a severance to accomplish that.

But to the extent that it doesn't prejudice my client's rights or her money, the

attorneys' fees as they would be charged against the parties, then I suppose we would have no objection, but our objection is based upon these ever-escalating attorneys' fees that are already admittedly over a half-a-million dollars for -- they keep blaming Candy for litigation, but most of the litigation was -- she was successful in. So, I don't see how her pursuing her legal rights and attempt to hold the Trustees accountable and obtaining release stating that they were breaching their duties, I don't see how that's worthy of so much contempt from the rest of the parties or the Trustees.

And Mr. Spielman admits that the single reason Candace hasn't received what she's entitled to is basically they don't like the way she emails or she doesn't, what, she hasn't just succumbed to the exorbitant settlement demands and say - I'll pay all the fees myself? I don't know what it is that she's doing besides litigating and winning that has been so prejudicial to any party in this case. And I don't know why fees haven't been sought from her before in federal court if that's what they contend was appropriate.

You know, but this fee issue is running this whole thing. All this is about fees because nobody really has a claim against anyone except my client. My

client made fiduciary duty claims. The claims asserted against my client are admittedly frivolous. She was sued as a nominal defendant to get her into your court. So, we -- you know, the ultimate result would be we'd be left in a case that we never filed in, we never appeared in, you know, as a nominal defendant rather than as a plaintiff which is what we filed in a federal court.

MOTION TO SEVER & STATUS CONFERENCE REGARDING MSJ

THE COURT'S RULING:

THE COURT: Thank you. Your words are well-taken by the Court. Normally, the Court is very - I don't know what the word is - supportive of judicial economy and not creating more work for the Court, also not incurring more attorneys' fees; but certainly the Co-Trustees would have the right - should they want to - a nonsuit against Carl Brunsting, Ms. Bayless' client, in their motion for summary judgment. And certainly the Court has the right, at a later time, to rule on attorneys' fees along the lines to what you pointed out.

And given all of this, I'm inclined to go ahead and sign the order severing this matter so long as -- we're not dealing with the attorneys' fees at this point, but it will come up. So, I'm going to go ahead and sign that order.

So, having dealt with the motion to sever

and the water rights or the water board, I'm trying to think if there's something else I need to bring up.

I owe you a ruling on the motion for summary judgment taking into account what we're doing today, and I will have that decision made by next week without belaboring the point.

Does anybody else have anything they wish to say? Ms. Bayless?

MS. BAYLESS: No, Judge, I'm done.

THE COURT: Ms. Schwager?

MS. SCHWAGER: No, that's all, Judge.

THE COURT: Mr. Mendel?

MR. MENDEL: No, sir.

THE COURT: Mr. Spielman?

MR. SPIELMAN: No, sir.

THE COURT: And Carole Brunsting, I know, nominally, you don't have a dog in this fight other than the attorneys' fees issue which is important to you. But before I even ask you that, how are you doing?

MS. CAROLE BRUNSTING: Well, I'm probably about a -- I'm doing probably about as well as I can with the situation right now.

THE COURT: Have you kind of psychologically assimilated your situation where it's not as -- let me put it this way: Are you able to sleep

at night?

MS. CAROLE BRUNSTING: When they ask you on a scale of 1 to 10, unfortunately that number is still going up. So, no, I'm not quite there yet.

THE COURT: Well, I pray that you will get there, and I hope you do better.

MS. CAROLE BRUNSTING: Well, there's still just some unknowns that I'm dealing with; and so, until all that gets resolved, it's just been a lot to deal with.

THE COURT: Well, your confusion and anxiety is entirely appropriate. So, given -- given your concerns, I wouldn't start beating on yourself for being confused and anxious and depressed in accompanying emotions. I hope we can resolve this and you can get some family care and comfort.

MS. CAROLE BRUNSTING: Well, I've been paired up with -- I've been paired up with -- M.D. Anderson pairs you up with people that have been through a similar situation as yourself; and so, I've been paired up with few women that have been very good with coaching me and providing a lot of support. So, that's been really, really helpful.

And then I guess that as far as this trust - and unfortunately, it is something that I've

been talking with my counsel and all that at M.D. Anderson - I guess the fear for me is because I am pro se, I guess I'm a bit concerned about what happens to me in this situation especially since I don't have legal counsel and because the money is really important to me now more so than ever because I didn't realize how expensive cancer can -- I didn't realize how this can get expensive rather quickly and ongoing care and things like that. So, there is...

THE COURT: Hopefully, we can get an end to this so you can get some more money.

All right. At this time, I'm going to excuse all the parties. I thank you very much. And we will sure visit again soon. Thank you. Bye-bye.

* * * * *

The State of Texas)
County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $224.00. and was paid by MS. CANDACE CURTIS.

WITNESS MY OFFICIAL HAND this the 20th day of February, 2021.

/s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
Expiration Date: 10-31-22
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TAB 68

REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

THE ESTATE OF: NELVA E. BRUNSTING, DECEASED	)	IN THE PROBATE COURT NUMBER 4 (FOUR) OF HARRIS COUNTY, TEXAS

* * * * * * * * * * * * * * * *

PRETRIAL CONFERENCE & MOTION FOR SANCTIONS
& MSJ & MOTION TO EXCLUDE

* * * * * * * * * * * * * * * *

On the 25th day of February, 2022, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable Kathleen Stone, Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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VOLUME 1

(Pretrial Conference & Motion For Sanctions & MSJ & Motion to Exclude)

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February 25, 2022

(WHEREUPON the following proceedings were conducted via Zoom and YouTube:)

PROCEEDINGS:

THE COURT: Okay. We're here on a pretrial, correct?

MR. SPIELMAN: We're here on a couple of things, Your Honor. We are here on a pretrial that is set for 3:00, but we're also here on a motion to exclude testimony evidence and for sanctions and for third contempt as to Ms. Curtis. I don't know that any of the lawyers know in what order the Court wanted to address those things.

MOTION FOR SUMMARY JUDGMENT RULING:

THE COURT: Well, I think the very first thing I need to address is the Co-Trustees' summary judgment. I've been in contact with Judge Horwitz, and I've signed the motion for summary judgment.

MR. SPIELMAN: Thank you, Your Honor.

THE COURT: So, where are we now?

MR. SPIELMAN: Well, I guess I'll have to ask the Court that question, too.

So, this pretrial, this pretrial order -- pretrial conference, Your Honor, has to do with the lawsuit between Candace -- from Candace Curtis to the

Co-Trustees and the Co-Trustees' counterclaims against Candace Curtis; if both have just been resolved by summary judgment, then I believe the only pretrial matters that would be left would involve the remaining parties which would be Carole Brunsting, who is pro se, Carl Brunsting, who is represented by Ms. Bayless, and Ms. Curtis and whatever remaining causes of action and claims exist between the three of them. But if the summary judgment's been granted in its totality, then Mr. Mendel and I probably don't need to participate in the pretrial because our clients are now summary judgment -- have now summary judgment in their favor; does that sound right, Steve?

MR. MENDEL: That's true. The one thing we would need clarification from the Court is the one outstanding issue with regard to our clients is the fee issue and any hearing regarding same. So, would the Court be keeping the trial date to take care of the fees or would we be looking at some potential earlier date?

THE COURT: The date is April -- I forgot.

MR. MENDEL: April 4th, Your Honor.

MS. SCHWAGER: Your Honor, I would just point out that the Defendants have no cognizable claim against my client; they simply ask for attorneys' fees based upon on a new cause of action asserted. So, I

don't think there's anything to talk about there regarding my client.

THE COURT: Well, Ms. Bayless?

MS. BAYLESS: Yes, Your Honor.

THE COURT: What would be tried -- or as I understand it - your claim against the Co-Trustees has been, by Rule 11 Agreement, kind of set aside?

MS. BAYLESS: Right, they've been severed, yes.

THE COURT: And so, is this going to be -- I mean, is there anything to be tried on April the 4th for you?

MS. BAYLESS: Well, Your Honor, I've been trying to resolve the issues that -- the only issues that would be there relate to claims that we filed against Carole and claims that Carole raised in a counterclaim. I've been trying to resolve those. Carole is pro se, and she's going through some health issues; and so, she wanted to delay, further, the discussions. I don't know where that stands. She wanted to have an attorney look at the proposed dismissal that I had sent to her which was a joint dismissal with prejudice, and then that timing was dependent upon her health issues. So, I don't really know where that stands, and I don't really know how to

answer that question. I think those claims should be able to be resolved based on the discussions we've had, but I don't have that resolution to give you today.

THE COURT: All right. Ms. Brunsting? Carole?

MR. MENDEL: You're on mute, Carole.

THE COURT: You're on mute.

MS. CAROLE BRUNSTING: Yes. I got the proposal to -- from Ms. Bayless about a week before I was to have surgery; and because I'm pro se, it just wasn't a decision I wanted to make at that time. And then also, too, I just didn't feel it was a good idea to sign anything without having an attorney look at it. Unfortunately, my [audio interruption] got delayed; and unfortunately, just because I've had to make so many trips back and forth to M.D. Anderson and between work and things like that, I just haven't had a chance -- well, no, actually what they did was they told me that I'm supposed to minimize my exposure to anything at this point because they don't want to have to delay the surgery any longer. So, I can't go -- I've been unable to go to meet with an attorney just to have them look at this. So, that's what's causing the delay - is just poor timing and all of this happening. So, I'm just, like I said, I -- because I'm pro se, I'm just not

really comfortable just having something signed on -- for me to sign something without the benefit of having an attorney review it. And I'm not trying to drag that out, it's just, unfortunately, my focus is somewhere else at this time. So, my best guess would be maybe in the next -- I talked to an attorney this morning, would be possibly in the next two weeks.

THE COURT: All right. Well, you might --

MS. CAROLE BRUNSTING: Just depends on how fast my recovery goes and all of that.

THE COURT: You might ask the attorney to contact - if you've decided to hire them - to contact Ms. Bayless directly and then maybe if they had any questions, she would be able to answer them.

MS. CAROLE BRUNSTING: Okay.

THE COURT: And then you might not even have to go into their office for any reason.

MS. CAROLE BRUNSTING: Okay.

THE COURT: They should be able to look at the document, talk to Ms. Bayless who's been in this lawsuit - from what I understand from the beginning - and answer any questions that your attorney might have.

MS. CAROLE BRUNSTING: Unfortunately, since I'm talking to somebody that's brand new to all of this, they're having a lot of questions, and they just

want a lot of background and all of this, so it's not something that they're like - oh, sure, just send it over, and I'll give you my opinion. So, it's just gotten to be a lot more complicated than just making a simple phone call to an attorney.

THE COURT: Okay. Well, that's just a suggestion.

MS. CAROLE BRUNSTING: Okay. Yes, that's a really good suggestion. So, maybe I can find someone that's willing to do that.

THE COURT: All right. So, the attorneys' fees that are for trial by the Co-Trustees, right? Is that what I'm hearing?

MR. MENDEL: Yes, Your Honor. Yes, Your Honor, we'd like to keep that April 4th trial date for the issue of fees.

THE COURT: All right. I don't see any reason why not. I'll expect it's probably not going to take four days, five days.

MR. MENDEL: Well, we told the Court - when we did the severance - this case would be reduced down to a week. You're right - it's probably not going to take a week, but at this moment it's still a jury case, and maybe it gets turned into a bench case. But I don't think we're at a position at this moment to say if

it's going to be less than the full week.

THE COURT: All right. Well, we'll just keep it on the trial docket. I mean, Judge Horwitz was expecting a trial, and we'll just leave it on the trial docket for the 4th. So, a lot of the things that we would do today as far as the docket con --

MS. SCHWAGER: Your Honor, if I may interject? I'm rather sure that we're going to appeal the granting of the summary judgment, and I would suspect that's going to throw this April 4th trial date off so --

THE COURT: Actually, it's the 14th not the 4th.

MS. SCHWAGER: Oh, I see.

THE COURT: But go ahead.

MS. SCHWAGER: I don't know how long that it would take the court of appeals to respond, but it is an issue that affects the trial. So, I just wanted to bring that to your attention.

THE COURT: Well, it probably will take the court of appeals, I think, about between a year-and-a-half to two years.

MR. MENDEL: Well, Your Honor, she can just take up the MSJ along with the fees, so it's all up before the court of appeals. She's not entitled to some

interlocutory appeal.

THE COURT: Well, for one thing, we need to kind of get what's -- there's too much in the 401. So, we're trying to - we, I mean the Court - is trying to make sure that what is left is just the -- Ms. Schwager's client's case so that that can go up to the court of appeals. And then, if you want to include the attorneys' fees, I think we are -- we talked about trying to clear up or clean up - 'cause there's a 401, a 403, a 404, a 405 - and to go get the case in the two -- the 151st, bring it in and make it the 406.

JUDGE COMSTOCK: Judge, let me just chime in.

When I spoke to counsel, you know, when we first got started, I think we all reached an agreement that the pleadings in the 151st could be brought down and put into the 401.

THE COURT: Okay.

JUDGE COMSTOCK: And then I was, you know, just thinking. I know that there's going to be a lot to process here. We could -- I do have an opening the Thursday before their April 4th trial setting, and we can put in another pretrial conference to let people kind of digest what's going on and decide what to do, actually, at trial, but there are a lot of loose ends.

THE COURT: Okay. So, that would be the -- what day would that be, April 1st?

JUDGE COMSTOCK: I'm sorry, March 31st.

THE COURT: March 31st, okay.

JUDGE COMSTOCK: And we could have a pretrial that afternoon, maybe about 1:30 if that works with the people's schedules.

THE COURT: Counsel?

MS. SCHWAGER: I'm available.

THE COURT: Does it work with everybody's schedule?

MR. SPIELMAN: For right now, it does.

THE COURT: Okay.

MR. MENDEL: I'm available on the 31st.

THE COURT: Okay.

MS. BAYLESS: Fine with me, Judge. Hopefully by that time, we'll have the issue sorted out with Carole.

THE COURT: All right.

MR. SPIELMAN: I'll figure it out, Your Honor.

THE COURT: All right. And, obviously, Ms. Brunsting - you don't have to be there?

JUDGE COMSTOCK: You're muted.

MS. CAROLE BRUNSTING: So, I don't have to

be there because I'm not part of it at all?

THE COURT: I think that all we're talking about in the trial is the attorneys' fees, correct?

MS. CAROLE BRUNSTING: I mean, so I have no participation in that? That's what I'm asking. I'm kind of a little bit lost in all of the severance and how this is all panning out. So, I'm just asking - is that something that I should be there for or I'm not required to be there for or I'm not sure.

THE COURT: Well, let me ask the attorneys if they think you're required to be there. Counsel? Mr. Mendel?

MR. MENDEL: Well, she might want to be there. I mean, it's possible, depending on how the Court rules on our fees - off the top with regard to the trust, are they off the top and apportioned as to Ms. Curtis. So, Ms. Carole Brunsting might want to be present because she may have an interest in how that develops.

The other thing that's not clear to me, Your Honor, is - and Ms. Bayless, maybe you can clarify it - is right now, it appears to be fees and the bale -- Carl Brunsting, Carole Brunsting claims that are all that's left that would be scheduled for trial. And if Carl Brunsting and Carole Brunsting resolve their

issues, then we're just down to attorneys' fees.

MS. BAYLESS: I think that's right. As far as I --

MR. MENDEL: Carole, long story short - you have the right to be there; whether you want to be there, is up to you.

MR. SPIELMAN: I think we'll all know a little bit more when we see the actual order that got signed on the summary judgment, too.

THE COURT: Okay. Well, it should be -- should pop up in the -- on the file online sometime shortly.

MR. MENDEL: I'm online now; it hasn't popped up yet.

THE COURT: Okay. Well --

JUDGE COMSTOCK: It's being processed right now, so it should be up soon.

MR. SPIELMAN: And I suppose I have a question for the Court which I don't know if the Court will be able to answer.

Judge Comstock, when we spoke before we went on the record, when the attorneys spoke before we went on the record, and we discussed bringing the district court cases into the 401 - is that still the right decision in light of the summary judgment being

granted and what we're talking about today? Is it the Court's intention that the summary judgment encompasses the injunction proceeding?

THE COURT: The injunction was just to pay fees, wasn't it?

MR. SPIELMAN: Well, the injunction that we're talking about has a lot of different terms - one of which is that, essentially paraphrased, nobody is to spend any money out of the Trust without the permission of the Court, and there are other things about it, of course. And in the district court, the injunction was filed as a final judgment, and it was argued that it should be enforced as such almost like out of -- almost like you would do collection of -- collecting of a judgment. And so, I guess either I may have misunderstand [sic] what that district court proceeding was or I'm confused as to what happens now that it's being brought over by -- now that it's a claim by Ms. Schwager on behalf of Ms. Curtis being brought into the 401 in which the Co-Trustees have just been granted summary judgment as to Ms. Curtis' claims.

MS. SCHWAGER: The injunction applied to the entire Trust not just Ms. Curtis' claims.

MR. SPIELMAN: Well, right - that's my point. So, I suppose that the injunction survives the

summary judgment to the extent that there are other parties still in the case.

JUDGE COMSTOCK: If I can chime in.

It seems to me that because that was all brought into the 401, that it would still be proper to bring that piece of it into the 401 and deal with it all as one animal, so to speak. So, I think I and Judge Stone and Judge Horwitz would all be willing to consider whatever counsel thinks is the best for y'all's case.

THE COURT: Well, if it's going to go up on appeal, it should go up with the fees also. The fees should go with it so there's not two different appeals going on.

JUDGE COMSTOCK: So maybe bring it in and then decide how you want it dealt with before pretrial on the 31st, and then maybe it can all be addressed in the same cause as part of the same process.

THE COURT: Okay. I think that sounds about right of how it should proceed 'cause you don't want two different courts of appeal - Fourteenth and the First - handling bits and pieces of this case.

MR. MENDEL: That's fine, Your Honor. Like Judge Comstock just said, you know, the parties can figure out what they want to do, and it can be either raised by motion before the 31st or at the time of the

31st pretrial hearing.

THE COURT: Okay.

MS. SCHWAGER: Your Honor, I would also point out - the 404 is a Bill of Review, and it's never been ruled upon; it's a challenge to the jurisdiction. And even though I might have some idea as to how this judge would rule, it's not been considered at this time. And so, I believe --

THE COURT: Well, Judge Horwitz and I've discussed that also; we'll get that ruled on.

MS. SCHWAGER: Okay.

THE COURT: I'll look at it, and he obviously knows a lot more about it than I do.

MS. SCHWAGER: Sure.

THE COURT: Okay. Is there anything else?

MOTION TO EXCLUDE:

MR. SPIELMAN: Your Honor, just because we are on the docket today on the motion to exclude, I think that the Co-Trustees will pass that, pass that hearing for today; and if it needs to be considered by the Court again, we will ask if we can have it considered at the next pretrial on March the 31st --

THE COURT: Okay.

MR. SPIELMAN: -- notice for that if we decide to go forward.

THE COURT: Okay. Anything else?

MR. MENDEL: No, Your Honor.

THE COURT'S RULING:

THE COURT: Okay. We'll pass the motion. We'll go get the case from the 151st, we'll put it into the 401; we'll have a hearing on the potential trial on the fees and do the -- is it the 404, Ms. Schwager?

MS. SCHWAGER: The 404.

THE COURT: 404. We'll look at the 404. And I'll discuss it with Judge Horwitz.

Okay. So, does anybody need anything from me?

MR. SPIELMAN: No, Your Honor.

THE COURT: Okay. Great. Thank you.

Oh, Bobbie, do you still have the Christmas ornament place?

MS. BAYLESS: I'm sorry?

THE COURT: Do you still have the Christmas ornament place?

MS. BAYLESS: Yes. Yes.

THE COURT: There was always cute things in there.

MS. BAYLESS: Yeah, it's hard to do everything. I'm trying, but..

THE COURT: Okay. Thank you, counsel,

y'all are excused.

MS. BAYLESS: Thank you, Judge.

MR. MENDEL: Thank you, Judge.

* * * * *

The State of Texas)
County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $147.00. and was paid by MS. CANDACE CURTIS.

WITNESS MY OFFICIAL HAND this the 3rd day of March, 2022.

/s/ Hipolita G. Lopez
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TAB 69

REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

THE ESTATE OF: NELVA E. BRUNSTING, DECEASED	)	IN THE PROBATE COURT NUMBER 4 (FOUR) OF HARRIS COUNTY, TEXAS

* * * * * * * * * * * * * * *

PRETRIAL HEARING

* * * * * * * * * * * * * * *

On the 31st day of March, 2022, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable James Horwitz, Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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VOLUME 1
(Pretrial Hearing)

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March 31, 2022 (WHEREUPON the following proceedings were conducted via Zoom and YouTube:)

PROCEEDINGS:

THE COURT: All right. This is our pretrial hearing. Good afternoon, lawyers.

This is Case Number 412249-401, in the Estate of Nelva E. Brunsting.

For the record, I need to have each attorney make an appearance and tell the Court who you represent.

MR. MENDEL: Steve Mendel, Your Honor, representing Anita Brunsting who is a Defendant and a Co-Trustee in this matter.

MS. SCHWAGER: Candice Schwager representing Candace Curtis in this matter who is the Plaintiff and Counter-Defendant.

MR. LOYD: Your Honor, Bruse Loyd, and I represent Carole Brunsting, one of the beneficiaries of the Trust.

THE COURT: Have you filed a notice of appearance?

MR. LOYD: Yes, Your Honor, I filed it. I got the electronic confirmation, but I'm -- and I'm receiving, just today, I started receiving filings; but I filed a notice a couple of weeks ago.

THE COURT: Okay.

MS. BAYLESS: Bobbie Bayless, Your Honor, on behalf of Carl Brunsting.

MR. SPIELMAN: Neal Spielman, Your Honor, on behalf of Amy Brunsting.

MR. REED: Cory Reed on behalf of Candace Kunz-Freed.

OFF-DOCKET MOTIONS:

THE COURT: Okay. So, there's some pending motions that are not set for today's pretrial, but I want to briefly discuss them for a few moments.

Ms. Schwager, I believe you filed a motion to vacate or set aside the February 25th, 2022, order citing Government Code 74.053(a); is that correct?

MS. SCHWAGER: There were 1, 2, 3, 4, 5, 6 7, 8, 9, 10 grounds, and that was just one of them.

THE COURT: Okay. Well, just so I can clear that up - when you take the position that there was a valid objection to Judge Stone under 74.053(a), I want to point you to Government Code 25.0022, Section R which specifically states that Chapter 74 does not apply to an assignment in a probate court.

Also, you have a issue you raised in regard to a bond. Section 25.00231(e) specifically states that this bond section does not apply to an

assigned judge sitting by assignment in a statutory probate court. So, as far as I'm concerned, those matters are moot, and we don't have to hear about that any further.

MS. SCHWAGER: When you say -- I'm sorry. Those matters, are you just speaking of is that ground?

THE COURT: Yeah, those two issues for sure. I hadn't really studied the full extent of your motion to exclude or vacate, but those were the technical -- seems like those were the technical matters.

MS. SCHWAGER: Okay.

PRETRIAL CONFERENCE:

THE COURT: So, what we need to do today is we have a trial setting that I believe is scheduled for April 5th. And correct me if I'm wrong, but I believe that we're seeking a 12-person jury; is that correct?

MR. MENDEL: Your Honor, I don't -- we're here today, and counsel for the -- with the exception of Ms. Schwager, we don't -- that trial is scheduled to be on fees. There are no other pending issues among the parties subject to these motions to vacate and things like that. But there's no pending issue for trial other than the issue of fees and Carl Brunsting, Carole

Brunsting, Amy Brunsting, and Anita Brunsting have an agreement in principal with regard to the fees which we think negates the necessity of a trial next week; specifically, the agreement in principal is not yet reduced to writing. There's still some issues being negotiated. But with regard to the fees - through today - the estimate is about $680,000 plus-or-minus for the group in the Matthews Law Firm that represents Amy Brunsting and the Mendel Law Firm that represents Anita Brunsting and I think Ms. Bayless on behalf of Carl Brunsting and Mr. Loyd on behalf of Carole Brunsting would confirm that those fees are reasonable and necessary, which from our perspective, therefore eliminates the necessity of a trial. I've asked Mr. Bayless -- Ms. Bayless and Mr. Loyd to please confirm that, if they would.

MS. BAYLESS: That's right, Your Honor.

MR. LOYD: That's correct, Your Honor.

THE COURT: All right. I neglected to ask Mr. Munson to speak. Can you unmute and tell me if you're an attorney, who you are, and who you represent?

(No audible response)

THE COURT: We have a person on the screen named Rik Munson; anybody identify that person?

MS. SCHWAGER: Yes, Your Honor, he's a

witness of mine and Candace Curtis' paralegal who is my paralegal.

MR. MENDEL: We also understand he's the boyfriend of Candace Curtis.

MR. SPIELMAN: I didn't follow that sentence at all. Mr. Munson is -- is Ms. Schwager saying that Mr. Munson is her paralegal or that Ms. Schwager is -- I mean, Ms. Curtis is her paralegal?

MS. SCHWAGER: No, Mr. Munson is.

MR. SPIELMAN: Okay. And is he actually the person that's on the line because in the past, it's been your client who's signed in under that name.

MS. SCHWAGER: I believe the invitation was sent out to Mr. Munson, so he joined us today as my paralegal to take notes.

MR. MENDEL: Well, is he going to come off video and answer the judge's question?

THE COURT: Mr. Munson, can you hear? Can you unmute, please, Mr. Munson and talk to me.

(No audible response)

MS. SCHWAGER: I'm going to text him.

THE COURT: Okay. Ms. Schwager, just so you know - if he doesn't respond to me, I'm going to remove him from this hearing, and he can watch on YouTube and take notes.

MS. SCHWAGER: Okay.

THE COURT: So, Mr. Munson, for whatever reason - technical or intentional - you're not responding to me; and therefore, I'm instructing my staff to remove you from this hearing. You can go on --

MS. SCHWAGER: I'm --

THE COURT: You can go on --

MS. SCHWAGER: I'm sorry.

THE COURT: Please don't interrupt. Please don't interrupt me.

You can, Mr. Munson, you can go on YouTube and watch this and take notes. So, Judge Comstock, if you're controlling this, can you remove Mr. Munson.

(Mr. Munson removed from Zoom)

THE COURT: Okay. So, what I'm hearing is that - from Mr. Loyd, Ms. Bayless, Mr. Mendel and Mr. Spielman - that there is an issue involving attorneys' fees but no need for a trial. And I want to make sure what I've said, as far as those lawyers are concerned, is correct. Is that correct, Mr. Spielman?

MR. SPIELMAN: I believe the correct way to say it is that there is no issue with attorneys' fees, and the non-forfeited Brunsting siblings represented by myself, Mr. Mendel, Ms. Bayless, and Mr. Loyd have agreed, in principal, to the amount of the

fees, and we will paper-up an agreement as to how they'll be funded within the context of the Court's order on the summary judgment.

THE COURT: All right. And then in regards to Ms. Schwager's client - I believe there's been a motion for summary judgment signed that, in essence, removes her from this -- her ability to collect inheritance; is that correct, Mr. Spielman?

MR. SPIELMAN: It is correct, Judge; that's the summary judgment order that Judge Stone signed after consulting with you when we were last before the Court on the pretrial conference of February the 25th, 2022.

THE COURT: And so, the Co-Trustees filed a motion to exclude testimony and evidence for sanctions and for third contempt as to Candace Louise Curtis. Do you want to just explain to me what you're trying to accomplish with that?

MR. SPIELMAN: I will try to do so briefly, Judge, because that is also - like you mentioned earlier - not technically on the hearing docket for today.

But, essentially, Judge, that was a motion that we had filed before learning of the summary judgment stemming from Ms. Curtis' various failures to

comply with the Court's orders and her conduct that we felt should preclude her from being able to present her case at trial because -- or allow our case against her or about her. Since it was opposed as a motion for sanctions and contempt, I think it survives the summary judgment and can still be considered as such in post-summary judgment. And then what probably has not made it to your screen, Judge, is that this morning, the supplement to it, that focuses more on the motion to exclude as a non - I'll call it, for purposes of right now - a non-sanction-based reason to exclude Ms. Curtis based off of the Court's summary judgment order in which she's, essentially, forfeited her interest in being disinherited.

So, long story - short, there's no, there's no standing, no capacity for her to appear or participate in the trial or any matter other than those limited things that, in part, would be connected with her effort to appeal the summary judgment order and --

THE COURT: So --

MR. SPIELMAN: -- everything is probably going up, we figured that it probably makes -- that it made sense to put it back on the docket whether phrased as the motion to exclude based on the summary judgment or and/or as the sanctions and the contempt so that the

record is clear and particularly since the contempt and the sanctions part, Judge, you know, it's pretty significant when you consider the totality of Ms. Curtis' behavior. And, again, we'll argue the details of that later if necessary, but we thought it important the record be clear about who Ms. Curtis is and how she's conducted herself throughout the course of the [inaudible].

THE COURT: So, the question before the Court today, if we're not going to have a trial is - to what degree the Court is willing to entertain Ms. Schwager's motion to vacate or set aside the summary judgment order?

MR. MENDEL: Well, Your Honor, it was indicated from Ms. Vaso that that would be rescheduled. And there are several matters that we think need to be set for a hearing; one would be Ms. Schwager's motion or her client's motion to vacate. It's important that the Co-Trustees, that there be a ruling on the motion to exclude. There's the possibility -- we want to put the Candace Curtis versus the Co-Trustee portion of the case into a position for a final judgment to be issued so that they can pursue whatever appellate remedies they want to pursue; that may involve a severance; it may not, but that's an issue that would need to be

addressed.

There are also some claims by the estate that were filed early on by Carl Brunsting, and we believe those claims are going to be resolved; but if not resolved in advance of a, of a final judgment that would deal with Curtis and the Co-Trustees and maybe that gets severed out, but the rest of the parties believe that those are going to be a moot issue.

So, we would respectfully suggest that a -- they be set out, say, a couple of weeks down the road, and all of these pending issues be scheduled for a hearing so they can all be resolved at one time; and it would also give the parties - that have reached this via agreement in principal - to finish a written settlement agreement for tender to and approval by the Court.

THE COURT: How long of a time period you think you need in a future date? Can it be accomplished in one day?

MR. MENDEL: The hearing?

THE COURT: Yes.

MR. MENDEL: The hearing can be accomplished in one day, yes.

THE COURT: On all these various matters?

MR. MENDEL: Yes. I would imagine the longest one is probably going to be Ms. Curtis' motion

to vacate. Everything else from the perspective of the other four parties, I think is going to be extremely short.

THE COURT: All right. And we have to be conscious of the Court's plenary power from the date of this motion for summary judgment that was -- when was that signed; was that February 25th?

MR. SPIELMAN: Yes, Judge, and I think that's an important thing that we're going to have to deal with as well. I think some of what Ms. Schwager has filed on behalf of Ms. Curtis may already be late. And as I mentioned -- something that Mr. Mendel neglected to mention - Judge, you were talking earlier about a Government Code, issues that were raised in Ms. Curtis' motion to vacate. There's also a separate document which I believe is filed as an amended objection to the appointment of any former judge or something, words to that effect. And I think we probably have to consider that objection as well at some point haven't had a -- we, the Co-Trustees, have not had a chance to respond to that --

THE COURT: Well, that objection is under a general rule of Government Code 74. It's not applicable to a probate judge's sitting by assignment, and it specifically is - as I mentioned earlier - that's

25.0022(r), says 74, Chapter 74 doesn't apply in this instance.

MR. SPIELMAN: Okay. I may have misunderstood, then Judge. I thought, I thought the issues were separate. But if we don't need to -- if that objection is being, I guess, denied, then it's been denied, and we don't have to deal with it anymore.

THE COURT: Well, that objection, as far as I can read in the motion to set aside, as far as her reference to Government Code 74.053(a), that's denied. And her issue about bond and Judge Stone's issue on having a bond under the Government Code 25.00231(e), doesn't apply in this circumstance to a judge sitting by assignment in a statutory probate court.

So, Ms. Schwager, what -- how soon could you be ready to make your argument?

MS. SCHWAGER: Well, my brief is very comprehensive; it has all the certified documents necessary that were not entered into the record by the Co-Trustees who admit that none of their exhibits were even authenticated in their motion which was untimely.

But I think I agree with Mr. Mendel's appraisement. I'd like some time to respond to the motion to exclude in case you overturn this February 25th order. As I mentioned, there are many more grounds

other than the objection to Judge Stone.

THE COURT: Okay. Well, Judge Comstock when can we fit this in?

JUDGE COMSTOCK: Well, so --

THE COURT: How much time -- do you want to try and do it next week, Ms. Schwager?

MS. SCHWAGER: The following week would be better. I have some hearings next week.

THE COURT: Okay.

JUDGE COMSTOCK: I believe Mr. Spielman suggested a couple of weeks. We do have some time Thursday, the 14th; that is the day before the Good Friday holiday.

THE COURT: Will that work for you, Ms. Schwager?

MS. SCHWAGER: Yes, Judge.

THE COURT: How about you, Mr. Mendel?

MR. MENDEL: Judge, that's -- the 14th is problematic for me. I have a long-standing commitment already that I can't move.

THE COURT: What about the 13th -- well, I don't know. I don't know what our court schedule is.

JUDGE COMSTOCK: We have a pretty tric -- pretty busy schedule on the 13th. I suggested the 14th because we were set for a two-week trial docket

including that date. We could try to fit something in on the 11th if that will provide enough time in the afternoon.

MS. SCHWAGER: I believe, Judge.

MR. MENDEL: The 11th would be good for myself, Your Honor.

THE COURT: And Ms. Schwager, I couldn't understand your response.

MS. SCHWAGER: Yes, sir.

THE COURT: It's okay with you?

MS. SCHWAGER: Yes.

THE COURT: All right. Mr. Spielman?

MR. SPIELMAN: That's fine; I'll make that work.

THE COURT: Okay. And, Ms. Bayless?

MS. BAYLESS: Well, Judge, I'm set for trial on the 11th. I don't yet know whether we would go on that day, so I think it will be fine. My involvement is not as important as the other people's, but I can -- I think I can make it work if I get --

THE COURT: Mr. Loyd?

MR. LOYD: Yes.

THE COURT: Is that okay with you?

MR. LOYD: Yes, sir.

THE COURT: And Mr. Reed, what are we

doing with your client?

MR. REED: I mean, hopefully we're going to get some action. I mean, that's what I would hope. I mean, I think what I'm seeing is we're seeing some resolutions of the main characters, and I'm hoping, kind of once you've got that finalized, we can figure out how to get our case moving or wrapped up itself, so.

THE COURT: Thank you. Judge Comstock, what time on the 11th?

JUDGE COMSTOCK: That's Monday. Of course, we have mental health in the morning. So, depending on how much time they need. You know, it's always risky setting something early in the afternoon on Monday. You know, if mental health goes long, then we have a problem.

THE COURT: Let's set it for 1:30 on Monday, April 11th.

JUDGE COMSTOCK: Okay.

THE COURT: And I'll try to get through my commitment docket as fast as I can, all right, gentlemen?

MR. SPIELMAN: With regard to the hearing being on the 11th, you want to set any specific deadlines perhaps whether it be the Co-Trustees responding to the motion to vacate or Ms. Curtis or Ms.

Schwager responding, I guess, just the supplement to the motion to exclude because the other parts of that motion have been fully briefed and sur replied and everything already.

THE COURT: Well, I think it's reasonable that any replies ought to be submitted to opposing counsel by 5 p.m. on that Friday before that. I guess that's the 8th?

MR. SPIELMAN: Yes, that works for me, Judge, and I think that works for everybody, hopefully, because, you know, I think - and I've done it myself - but in this case, there seems to always be sort of a last-second flurry of stuff that probably doesn't even make it onto your desk on time. So, having a deadline like that, I think might help everybody.

COURT'S RULING:

THE COURT: All right. Okay. Well, then I won't call a panel on the 5th of April. And I will see you folks back on Monday afternoon, April 11th.

MR. SPIELMAN: Understood.

THE COURT: All right. Y'all have a good week, and all of you are excused.

MR. LOYD: Thank you, Your Honor.

MR. SPILEMAN: Thank you, Judge.

* * * * *

The State of Texas)
County of Harris)

I, Hipolita Lopez, Official Court Reporter in and for the Probate Court Number Four of Harris County, State of Texas, do hereby certify that the above and foregoing contains a true and correct transcription of all portions of evidence and other proceedings requested in writing by counsel for the parties to be included in this volume of the Reporter's Record, in the above-styled and numbered cause, all of which occurred in open court or in chambers and were reported by me.

I further certify that this Reporter's Record truly and correctly reflects the exhibits, if any, admitted by the respective parties.

I further certify that the total cost for the preparation of this Reporter's Record is $147.00. and was paid by MS. CANDACE L. CURTIS.

WITNESS MY OFFICIAL HAND this the 7th day of April, 2022.

/s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
Expiration Date: 10-31-22
Official Court Reporter
Probate Court Number Four
Harris County, Texas
201 Caroline, 7th Fl.
Houston, Texas 77002

TAB A

Tex. Civ. Prac. & Rem. Code § 15.002

Section 15.002 - Venue: General Rule
Current through the 87th Legislature (2021) Third Special Session

”41 **(a)** Except as otherwise provided by this subchapter or Subchapter B or C, all lawsuits shall be brought:

(1) in the county in which all or a substantial part of ”1 the events or omissions giving rise to the claim occurred;

(2) in the county of defendant's residence at the time the cause of action accrued if defendant is a natural person;

(3) in the county of the defendant's principal office in this state, if the defendant is not a natural person; or

(4) if Subdivisions (1), (2), and (3) do not apply, in the county in which the plaintiff resided at the time of the accrual of the cause of action.

(b) ”1 ”8 For the convenience of the parties and witnesses and in the interest of justice, a court may transfer an action from a county of proper venue under this subchapter or Subchapter C to any other county of proper venue on motion of a defendant filed and served concurrently with or before the filing of the answer, where the court finds:

(1) maintenance of the action in the county of suit would work an injustice to the movant considering the movant's economic and personal hardship;

(2) the balance of interests of all the parties predominates in favor of the action being brought in the other county; and

(3) the transfer of the action would not work an injustice to any other party.

(c) A court's ruling or decision to grant or deny a transfer under Subsection (b) is not grounds for appeal or mandamus and is not reversible error.

Tex. Civ. Prac. and Rem. Code § 15.002

Acts 1985, 69th Leg., ch. 959, Sec. 1, eff. Sept. 1, 1985. Renumbered from Civil Practice & Remedies Code Sec. 15.001 and amended by Acts 1995, 74th Leg., ch. 138, Sec. 1, eff. Aug. 28, 1995.

TAB B

…Code § 37.005

Section 37.005 - Declarations Relating To Trust Or Estate
Current through the 87th Legislature (2021) Third Special Session

A ”8 person interested as or through an executor or administrator, including an independent executor or administrator, a trustee, guardian, other fiduciary, creditor, devisee, legatee, heir, next of kin, or cestui que trust in the administration of a trust or of the estate of a decedent, an infant, mentally incapacitated person, or insolvent may have a declaration of rights or legal relations in respect to the trust or estate:

(1) to ascertain any class of creditors, devisees, legatees, heirs, next of kin, or others;
(2) to direct the executors, administrators, or trustees to do or abstain from doing any particular act in their fiduciary capacity;
(3) to determine any question arising in the administration of the trust or estate, including questions of construction of wills and other writings; or
(4) to determine rights or legal relations of an independent executor or independent administrator regarding fiduciary fees and the settling of accounts.

Tex. Civ. Prac. and Rem. Code § 37.005

Amended by Acts 1999, 76th Leg., ch. 855, Sec. 10, eff. Sept. 1, 1999.
Amended by Acts 1987, 70th Leg., ch. 167, Sec. 3.08(a), eff. Sept. 1, 1987
Acts 1985, 69th Leg., ch. 959, Sec. 1, eff. Sept. 1, 1985.

TAB C

Tex. Gov't Code § 25.0003

Section 25.0003 - Jurisdiction
Current through the 87th Legislature (2021) Third Special Session

(a) ”[15] A statutory county court has jurisdiction over all causes and proceedings, civil and criminal, original and appellate, prescribed by law for county courts .

(b) A statutory county court does not have jurisdiction over causes and proceedings concerning roads, bridges, and public highways and the general administration of county business that is within the jurisdiction of the commissioners court of each county .

(c) In addition to other jurisdiction provided by law, a statutory county court exercising civil jurisdiction concurrent with the constitutional jurisdiction of the county court has concurrent jurisdiction with the district court in:

(1) ”[8] civil cases in which the matter in controversy exceeds $500 but does not exceed $250,000 , excluding interest, statutory or punitive damages and penalties, and attorney's fees and costs, as alleged on the face of the petition; and

(2) appeals of final rulings and decisions of the division of workers' compensation of the Texas Department of Insurance regarding workers' compensation claims, regardless of the amount in controversy.

(d) Except as provided by Subsection (e), a statutory county court has, concurrent with the county court , the probate jurisdiction provided by general law for county courts .

(e) ”[4] In a county that has a statutory probate court , a statutory probate court is the only county court created by statute with probate jurisdiction.

(f) A statutory county court does not have the jurisdiction of a statutory probate court granted statutory probate courts by the Estates Code.

Tex. Gov't. Code § 25.0003

Amended by Acts 2019, Texas Acts of the 86th Leg.- Regular Session, ch. 696,Sec. 2, eff. 9/1/2020.
Amended by Acts 2017, Texas Acts of the 85th Leg. - Regular Session, ch. 324,Sec. 22.022, eff. 9/1/2017.
Amended By Acts 2011, 82nd Leg., 1st C.S., Ch. 3, Sec. 4.02, eff. January 1, 2012.
Amended By Acts 2005, 79th Leg., Ch. 265, Sec. 6.002, eff. September 1, 2005.
Amended by Acts 1991, 72nd Leg., ch. 746, Sec. 2, 3, eff. Oct. 1, 1991; Acts 1999, 76th Leg., ch. 431, Sec. 2, eff. Sept. 1, 1999.
Added by Acts 1987, 70th Leg., ch. 148, Sec. 4.01, eff. Sept. 1, 1987.

TAB D

Tex. Gov't Code § 25.1031

Section 25.1031 - Harris County
Current through the 87th Legislature (2021) Third Special Session

(a) Harris County has the following county civil courts at law:

(1) County Civil Court at Law No. 1 of Harris County , Texas;

(2) County Civil Court at Law No. 2 of Harris County , Texas;

(3) County Civil Court at Law No. 3 of Harris County , Texas; and

(4) County Civil Court at Law No. 4 of Harris County , Texas.

(b) Harris County has the following county criminal courts :

(1) County Criminal Court at Law No. 1 of Harris County , Texas;

(2) County Criminal Court at Law No. 2 of Harris County , Texas;

(3) County Criminal Court at Law No. 3 of Harris County , Texas;

(4) County Criminal Court at Law No. 4 of Harris County , Texas;

(5) County Criminal Court at Law No. 5 of Harris County , Texas;

(6) County Criminal Court at Law No. 6 of Harris County , Texas;

(7) County Criminal Court at Law No. 7 of Harris County , Texas;

(8) County Criminal Court at Law No. 8 of Harris County , Texas;

(9) County Criminal Court at Law No. 9 of Harris County , Texas;

(10) County Criminal Court at Law No. 10 of Harris County , Texas;

(11) County Criminal Court at Law No. 11 of Harris County , Texas;

(12) County Criminal Court at Law No. 12 of Harris County , Texas;

(13) County Criminal Court at Law No. 13 of Harris County , Texas;

(14) County Criminal Court at Law No. 14 of Harris County , Texas;

(15) County Criminal Court at Law No. 15 of Harris County , Texas; and

(16) County Criminal Court at Law No. 16 of Harris County , Texas.

(c) Harris County has the following statutory probate courts :

(1) Probate Court No. 1 of Harris County , Texas;

(2) Probate Court No. 2 of Harris County , Texas;

(3) Probate Court No. 3 of Harris County , Texas; and

(4) Probate Court No. 4 of Harris County , Texas.

Tex. Gov't. Code § 25.1031

Amended by Acts 2015, Texas Acts of the 84th Leg. - Regular Session, ch. 1182,Sec. 3.04, eff. 1/1/2016.
Amended by Acts 1993, 73rd Leg., ch. 318, Sec. 1, eff. Aug. 30, 1993.
Added by Acts 1987, 70th Leg., ch. 148, Sec. 4.01, eff. Sept. 1, 1987.

TAB E

Sec. 22.005. CLAIMS. "Claims" includes:

(1) liabilities of a decedent that survive the decedent's death, including taxes, regardless of whether the liabilities arise in contract or tort or otherwise;

(2) funeral expenses;

(3) the expense of a tombstone;

(4) expenses of administration;

(5) estate and inheritance taxes; and

(6) debts due such estates.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.006. CORPORATE FIDUCIARY. "Corporate fiduciary" means a financial institution, as defined by Section 201.101, Finance Code, that:

(1) is existing or engaged in business under the laws of this state, another state, or the United States;

(2) has trust powers; and

(3) is authorized by law to act under the order or appointment of a court of record, without giving bond, as receiver, trustee, executor, administrator, or, although the financial institution does not have general depository powers, depository for any money paid into the court, or to become sole guarantor or surety in or on any bond required to be given under the laws of this state.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.007. COURT; COUNTY COURT, PROBATE COURT, AND STATUTORY PROBATE COURT. (a) "Court" means and includes:

(1) a county court in the exercise of its probate jurisdiction;

(2) a court created by statute and authorized to exercise original probate jurisdiction; and

(3) a district court exercising original probate jurisdiction in a contested matter.

(b) The terms "county court" and "probate court" are synonymous and mean:

(1) a county court in the exercise of its probate jurisdiction;

(2) a court created by statute and authorized to exercise original probate jurisdiction; and

(3) a district court exercising probate jurisdiction in a contested matter.

(c) "Statutory probate court" means a court created by statute and designated as a statutory probate court under Chapter 25, Government Code. For purposes of this code, the term does not include a county court at law exercising probate jurisdiction unless the court is designated a statutory probate court under Chapter 25, Government Code.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.008. DEVISE. "Devise":

(1) used as a noun, includes a testamentary disposition of real property, personal property, or both; and

(2) used as a verb, means to dispose of real property, personal property, or both, by will.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.009. DEVISEE. "Devisee" includes a legatee.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.010. DISTRIBUTEE. "Distributee" means a person who is entitled to a part of the estate of a decedent under a lawful will or the statutes of descent and distribution.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.011. DOCKET. "Docket" means the probate docket.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.012. ESTATE. "Estate" means a decedent's property, as that property:

(1) exists originally and as the property changes in form by sale, reinvestment, or otherwise;

(2) is augmented by any accretions and other additions to the property, including any property to be distributed to the decedent's representative by the trustee of a trust that terminates on the decedent's death, and substitutions for the property; and

(3) is diminished by any decreases in or distributions from the property.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.013. EXEMPT PROPERTY. "Exempt property" means the property in a decedent's estate that is exempt from execution or forced sale by the constitution or laws of this state, and any allowance paid instead of that property.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.014. GOVERNMENTAL AGENCY OF THE STATE. "Governmental agency of the state" means:

(1) a municipality;

(2) a county;

(3) a public school district;

(4) a special-purpose district or authority;

(5) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education, as defined by Section 61.003, Education Code;

(6) the legislature or a legislative agency;

TAB F

(7) the supreme court, the court of criminal appeals, a court of appeals, or a district, county, or justice of the peace court;

(8) a judicial agency having statewide jurisdiction; and

(9) the State Bar of Texas.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.015. HEIR. "Heir" means a person who is entitled under the statutes of descent and distribution to a part of the estate of a decedent who dies intestate. The term includes the decedent's surviving spouse.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.016. INCAPACITATED PERSON. A person is "incapacitated" if the person:

(1) is a minor;

(2) is an adult who, because of a physical or mental condition, is substantially unable to:

(A) provide food, clothing, or shelter for himself or herself;

(B) care for the person's own physical health; or

(C) manage the person's own financial affairs; or

(3) must have a guardian appointed for the person to receive funds due the person from a governmental source.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.017. INDEPENDENT EXECUTOR. "Independent executor" means the personal representative of an estate under independent administration as provided by Chapter 401 and Section 402.001. The term includes an independent administrator.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff.

TAB G

January 1, 2014.
Amended by:
Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 6.006, eff. January 1, 2014.

Sec. 22.018. INTERESTED PERSON; PERSON INTERESTED. "Interested person" or "person interested" means:
(1) an heir, devisee, spouse, creditor, or any other having a property right in or claim against an estate being administered; and
(2) anyone interested in the welfare of an incapacitated person, including a minor.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.019. JUDGE. "Judge" means the presiding judge of any court having original jurisdiction over probate proceedings, regardless of whether the court is:
(1) a county court in the exercise of its probate jurisdiction;
(2) a court created by statute and authorized to exercise probate jurisdiction; or
(3) a district court exercising probate jurisdiction in a contested matter.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.020. LEGACY. "Legacy" includes a gift or devise of real or personal property made by a will.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.021. LEGATEE. "Legatee" includes a person who is entitled to a legacy under a will.

TAB H

(2) the adoptive parent of the adopted child.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.027. PERSON. (a) "Person" includes a natural person and a corporation.

(b) Except as otherwise provided by this code, the definition of "person" assigned by Section 311.005, Government Code, does not apply to any provision in this code.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.
Amended by:
Acts 2015, 84th Leg., R.S., Ch. 841 (S.B. 462), Sec. 2, eff. September 1, 2015.

Sec. 22.028. PERSONAL PROPERTY. "Personal property" includes an interest in:

(1) goods;
(2) money;
(3) a chose in action;
(4) an evidence of debt; and
(5) a real chattel.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

Sec. 22.029. PROBATE MATTER; PROBATE PROCEEDINGS; PROCEEDING IN PROBATE; PROCEEDINGS FOR PROBATE. The terms "probate matter," "probate proceedings," "proceeding in probate," and "proceedings for probate" are synonymous and include a matter or proceeding relating to a decedent's estate.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

TAB I

(A) appoints an executor or guardian;
(B) directs how property may not be disposed of; or
(C) revokes another will.

Added by Acts 2009, 81st Leg., R.S., Ch. 680 (H.B. 2502), Sec. 1, eff. January 1, 2014.

TITLE 2. ESTATES OF DECEDENTS; DURABLE POWERS OF ATTORNEY
SUBTITLE A. SCOPE, JURISDICTION, VENUE, AND COURTS
CHAPTER 31. GENERAL PROVISIONS

Sec. 31.001. SCOPE OF "PROBATE PROCEEDING" FOR PURPOSES OF CODE. The term "probate proceeding," as used in this code, includes:

(1) the probate of a will, with or without administration of the estate;

(2) the issuance of letters testamentary and of administration;

(3) an heirship determination or small estate affidavit, community property administration, and homestead and family allowances;

(4) an application, petition, motion, or action regarding the probate of a will or an estate administration, including a claim for money owed by the decedent;

(5) a claim arising from an estate administration and any action brought on the claim;

(6) the settling of a personal representative's account of an estate and any other matter related to the settlement, partition, or distribution of an estate;

(7) a will construction suit; and

(8) a will modification or reformation proceeding under Subchapter J, Chapter 255.

Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec. 13(a), eff. January 1, 2014.
Amended by:
Acts 2019, 86th Leg., R.S., Ch. 1141 (H.B. 2782), Sec. 1, eff. September 1, 2019.

Sec. 31.002. MATTERS RELATED TO PROBATE PROCEEDING. (a) For purposes of this code, in a county in which there is no statutory

probate court or county court at law exercising original probate jurisdiction, a matter related to a probate proceeding includes:

(1) an action against a personal representative or former personal representative arising out of the representative's performance of the duties of a personal representative;

(2) an action against a surety of a personal representative or former personal representative;

(3) a claim brought by a personal representative on behalf of an estate;

(4) an action brought against a personal representative in the representative's capacity as personal representative;

(5) an action for trial of title to real property that is estate property, including the enforcement of a lien against the property; and

(6) an action for trial of the right of property that is estate property.

(b) For purposes of this code, in a county in which there is no statutory probate court, but in which there is a county court at law exercising original probate jurisdiction, a matter related to a probate proceeding includes:

(1) all matters and actions described in Subsection (a);

(2) the interpretation and administration of a testamentary trust if the will creating the trust has been admitted to probate in the court; and

(3) the interpretation and administration of an inter vivos trust created by a decedent whose will has been admitted to probate in the court.

(c) For purposes of this code, in a county in which there is a statutory probate court, a matter related to a probate proceeding includes:

(1) all matters and actions described in Subsections (a) and (b); and

(2) any cause of action in which a personal representative of an estate pending in the statutory probate court is a party in the representative's capacity as personal representative.

Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec. 13(a), eff. January 1, 2014.

CHAPTER 32. JURISDICTION

Sec. 32.001. GENERAL PROBATE COURT JURISDICTION; APPEALS. (a) All probate proceedings must be filed and heard in a court exercising original probate jurisdiction. The court exercising original probate jurisdiction also has jurisdiction of all matters related to the probate proceeding as specified in Section 31.002 for that type of court.

(b) A probate court may exercise pendent and ancillary jurisdiction as necessary to promote judicial efficiency and economy.

(c) A final order issued by a probate court is appealable to the court of appeals.

(d) The administration of the estate of a decedent, from the filing of the application for probate and administration, or for administration, until the decree of final distribution and the discharge of the last personal representative, shall be considered as one proceeding for purposes of jurisdiction. The entire proceeding is a proceeding in rem.

Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec. 13(a), eff. January 1, 2014.
Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1136 (H.B. 2912), Sec. 2, eff. January 1, 2014.

Sec. 32.002. ORIGINAL JURISDICTION FOR PROBATE PROCEEDINGS. (a) In a county in which there is no statutory probate court or county court at law exercising original probate jurisdiction, the county court has original jurisdiction of probate proceedings.

(b) In a county in which there is no statutory probate court, but in which there is a county court at law exercising original probate jurisdiction, the county court at law exercising original probate jurisdiction and the county court have concurrent original jurisdiction of probate proceedings, unless otherwise provided by law. The judge of a county court may hear probate proceedings while sitting for the judge of any other county court.

(c) In a county in which there is a statutory probate court, the statutory probate court has original jurisdiction of probate proceedings.

Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec. 13(a),

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CHAPTER 32. JURISDICTION

Sec. 32.001. GENERAL PROBATE COURT JURISDICTION; APPEALS. (a) All probate proceedings must be filed and heard in a court exercising original probate jurisdiction. The court exercising original probate jurisdiction also has jurisdiction of all matters related to the probate proceeding as specified in Section 31.002 for that type of court.

(b) A probate court may exercise pendent and ancillary jurisdiction as necessary to promote judicial efficiency and economy.

(c) A final order issued by a probate court is appealable to the court of appeals.

(d) The administration of the estate of a decedent, from the filing of the application for probate and administration, or for administration, until the decree of final distribution and the discharge of the last personal representative, shall be considered as one proceeding for purposes of jurisdiction. The entire proceeding is a proceeding in rem.

Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec. 13(a), eff. January 1, 2014.
Amended by:

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(b) In a county in which there is no statutory probate court, but in which there is a county court at law exercising original probate jurisdiction, the county court at law exercising original probate jurisdiction and the county court have concurrent original jurisdiction of probate proceedings, unless otherwise provided by law. The judge of a county court may hear probate proceedings while sitting for the judge of any other county court.

(c) In a county in which there is a statutory probate court, the statutory probate court has original jurisdiction of probate proceedings.

Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec. 13(a),

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SUBTITLE C. PASSAGE OF TITLE AND DISTRIBUTION OF DECEDENTS' PROPERTY IN GENERAL

CHAPTER 101. ESTATE ASSETS IN GENERAL

SUBCHAPTER A. PASSAGE AND POSSESSION OF DECEDENT'S ESTATE ON DEATH

Sec. 101.001. PASSAGE OF ESTATE ON DECEDENT'S DEATH. (a) Subject to Section 101.051, if a person dies leaving a lawful will:

(1) all of the person's estate that is devised by the will vests immediately in the devisees;

(2) all powers of appointment granted in the will vest immediately in the donees of those powers; and

(3) all of the person's estate that is not devised by the will vests immediately in the person's heirs at law.

(b) Subject to Section 101.051, the estate of a person who dies intestate vests immediately in the person's heirs at law.

Added by Acts 2009, 81st Leg., R.S., Ch. 680, Sec. 1, eff. January 1, 2014.

Sec. 101.002. EFFECT OF JOINT OWNERSHIP OF PROPERTY. If two or more persons hold an interest in property jointly and one joint owner dies before severance, the interest of the decedent in the joint estate:

(1) does not survive to the remaining joint owner or owners; and

(2) passes by will or intestacy from the decedent as if the decedent's interest had been severed.

Added by Acts 2009, 81st Leg., R.S., Ch. 680, Sec. 1, eff. January 1, 2014.

Sec. 101.003. POSSESSION OF ESTATE BY PERSONAL REPRESENTATIVE. On the issuance of letters testamentary or of administration on an estate described by Section 101.001, the executor or administrator has the right to possession of the estate as the estate existed at the death of the testator or intestate, subject to the exceptions provided by Section 101.051. The executor or administrator shall recover possession of the estate and hold the estate in trust to be disposed of in accordance with the law.

Added by Acts 2009, 81st Leg., R.S., Ch. 680, Sec. 1, eff. January 1, 2014.

SUBCHAPTER B. LIABILITY OF ESTATE FOR DEBTS

Sec. 101.051. LIABILITY OF ESTATE FOR DEBTS IN GENERAL. (a) A decedent's estate vests in accordance with Section 101.001(a) subject to the payment of:

(1) the debts of the decedent, except as exempted by law; and

(2) any court-ordered child support payments that are delinquent on the date of the decedent's death.

(b) A decedent's estate vests in accordance with Section 101.001(b) subject to the payment of, and is still liable for:

(1) the debts of the decedent, except as exempted by law; and

(2) any court-ordered child support payments that are delinquent on the date of the decedent's death.

Added by Acts 2009, 81st Leg., R.S., Ch. 680, Sec. 1, eff. January 1, 2014.

Sec. 101.052. LIABILITY OF COMMUNITY PROPERTY FOR DEBTS OF DECEASED SPOUSE. (a) The community property subject to the sole or joint management, control, and disposition of a spouse during marriage continues to be subject to the liabilities of that spouse on death.

(b) The interest that the deceased spouse owned in any other nonexempt community property passes to the deceased spouse's heirs or devisees charged with the debts that were enforceable against the deceased spouse before death.

(c) This section does not prohibit the administration of community property under other provisions of this title relating to the administration of an estate.

Added by Acts 2009, 81st Leg., R.S., Ch. 680, Sec. 1, eff. January 1, 2014.

CHAPTER 102. PROBATE ASSETS: DECEDENT'S HOMESTEAD

TAB L

any person, firm, or corporation designated as an independent executor under Section 401.002 or 401.003. Section 351.354 does not apply to the appointment of an independent executor under Section 401.002 or 401.003.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1338 (S.B. 1198), Sec. 2.53, eff. January 1, 2014.

Sec. 401.008. PERSON DECLINING TO SERVE. A person who declines to serve or resigns as independent executor of a decedent's estate may be appointed an executor or administrator of the estate if the estate will be administered and settled under the direction of the court.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1338 (S.B. 1198), Sec. 2.53, eff. January 1, 2014.

CHAPTER 402. ADMINISTRATION

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 402.001. GENERAL SCOPE AND EXERCISE OF POWERS. When an independent administration has been created, and the order appointing an independent executor has been entered by the probate court, and the inventory, appraisement, and list of claims has been filed by the independent executor and approved by the court or an affidavit in lieu of the inventory, appraisement, and list of claims has been filed by the independent executor, as long as the estate is represented by an independent executor, further action of any nature may not be had in the probate court except where this title specifically and explicitly provides for some action in the court.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1338 (S.B. 1198), Sec. 2.53, eff. January 1, 2014.

Sec. 402.002. INDEPENDENT EXECUTORS MAY ACT WITHOUT COURT APPROVAL. Unless this title specifically provides otherwise, any action that a personal representative subject to court supervision may take with or without a court order may be taken by an independent executor without a court order. The other provisions of this

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PROPERTY CODE

TITLE 9. TRUSTS

SUBTITLE A. PROVISIONS GENERALLY APPLICABLE TO TRUSTS

CHAPTER 101. PROVISIONS GENERALLY APPLICABLE TO TRUSTS

Sec. 101.001. CONVEYANCE BY PERSON DESIGNATED AS TRUSTEE. If property is conveyed or transferred to a person designated as a trustee but the conveyance or transfer does not identify a trust or disclose the name of any beneficiary, the person designated as trustee may convey, transfer, or encumber the title of the property without subsequent question by a person who claims to be a beneficiary under a trust or who claims by, through, or under any undisclosed beneficiary or by, through, or under the person designated as trustee in that person's individual capacity.

Acts 1983, 68th Leg., p. 3654, ch. 576, Sec. 1, eff. Jan. 1, 1984. Amended by Acts 1987, 70th Leg., ch. 683, Sec. 3, eff. Aug. 31, 1987.

Sec. 101.002. LIABILITY OF TRUST PROPERTY. Although trust property is held by the trustee without identifying the trust or its beneficiaries, the trust property is not liable to satisfy the personal obligations of the trustee.

Acts 1983, 68th Leg., p. 3654, ch. 576, Sec. 1, eff. Jan. 1, 1984. Renumbered from Sec. 101.001(b) by Acts 1987, 70th Leg., ch. 683, Sec. 3, eff. Aug. 31, 1987.

TAB N

trust and Subsection (b), this subtitle governs:

(1) the duties and powers of a trustee;

(2) relations among trustees; and

(3) the rights and interests of a beneficiary.

(b) The terms of a trust prevail over any provision of this subtitle, except that the terms of a trust may not limit:

(1) the requirements imposed under Section 112.031;

(2) the applicability of Section 114.007 to an exculpation term of a trust;

(3) the periods of limitation for commencing a judicial proceeding regarding a trust;

(4) a trustee's duty:

(A) with regard to an irrevocable trust, to respond to a demand for accounting made under Section 113.151 if the demand is from a beneficiary who, at the time of the demand:

(i) is entitled or permitted to receive distributions from the trust; or

(ii) would receive a distribution from the trust if the trust terminated at the time of the demand; and

(B) to act in good faith and in accordance with the purposes of the trust;

(5) the power of a court, in the interest of justice, to take action or exercise jurisdiction, including the power to:

(A) modify, reform, or terminate a trust or take other action under Section 112.054;

(B) remove a trustee under Section 113.082;

(C) exercise jurisdiction under Section 115.001;

(D) require, dispense with, modify, or terminate a trustee's bond;

(E) adjust, deny, or order disgorgement of a trustee's compensation if the trustee commits a breach of trust; or

(F) make an award of costs and attorney's fees under Section 114.064; or

(6) the applicability of Section 112.038.

(c) The terms of a trust may not limit any common-law duty to keep a beneficiary of an irrevocable trust who is 25 years of age or older informed at any time during which the beneficiary:

(1) is entitled or permitted to receive distributions from the trust; or

(2) would receive a distribution from the trust if the trust were terminated.

Added by Acts 2005, 79th Leg., Ch. 148 (H.B. 1190), Sec. 2, eff. January 1, 2006.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 451 (H.B. 564), Sec. 2, eff. June 16, 2007.

Acts 2009, 81st Leg., R.S., Ch. 414 (H.B. 1969), Sec. 2, eff. June 19, 2009.

Acts 2017, 85th Leg., R.S., Ch. 62 (S.B. 617), Sec. 1, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1112 (H.B. 2245), Sec. 1, eff. September 1, 2019.

Sec. 111.004. DEFINITIONS. In this subtitle:

(1) "Affiliate" includes:

(A) a person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another person; or

(B) any officer, director, partner, employee, or relative of a person, and any corporation or partnership of which a person is an officer, director, or partner.

(2) "Beneficiary" means a person for whose benefit property is held in trust, regardless of the nature of the interest.

(3) "Court" means a court of appropriate jurisdiction.

(4) "Express trust" means a fiduciary relationship with respect to property which arises as a manifestation by the settlor of an intention to create the relationship and which subjects the person holding title to the property to equitable duties to deal with the property for the benefit of another person.

(5) "Income" is defined in Section 116.002.

(6) "Interest" means any interest, whether legal or equitable or both, present or future, vested or contingent, defeasible or indefeasible.

(7) "Interested person" means a trustee, beneficiary,

TAB O

person unless the person is born before, or is in gestation at, the time of death of the person by which the class is measured and survives that person by at least 120 hours.

(b) For purposes of Subsection (a), a person is:

(1) considered to be in gestation if insemination or implantation occurs at or before the time of death of the person by which the class is measured; and

(2) presumed to be in gestation at the time of death of the person by which the class is measured if the person was born before the 301st day after the date of the person's death.

(c) A provision in the trust instrument that is contrary to this section prevails over this section.

Added by Acts 2017, 85th Leg., R.S., Ch. 844 (H.B. 2271), Sec. 37, eff. September 1, 2017.

SUBCHAPTER B. VALIDITY

Sec. 112.031. TRUST PURPOSES. A trust may be created for any purpose that is not illegal. The terms of the trust may not require the trustee to commit a criminal or tortious act or an act that is contrary to public policy.

Amended by Acts 1983, 68th Leg., p. 3332, ch. 567, art. 2, Sec. 2, eff. Jan. 1, 1984.

Sec. 112.032. ACTIVE AND PASSIVE TRUSTS; STATUTE OF USES. (a) Except as provided by Subsection (b), title to real property held in trust vests directly in the beneficiary if the trustee has neither a power nor a duty related to the administration of the trust.

(b) The title of a trustee in real property is not divested if the trustee's title is not merely nominal but is subject to a power or duty in relation to the property.

Amended by Acts 1983, 68th Leg., p. 3332, ch. 567, art. 2, Sec. 2, eff. Jan. 1, 1984.

Sec. 112.033. RESERVATION OF INTERESTS AND POWERS BY SETTLOR. If during the life of the settlor an interest in a trust or

TAB P

(d) For purposes of the Estates Code provisions specified by this section:

(1) an at-death transfer of specifically identifiable trust property is a specific bequest, devise, or legacy;

(2) an at-death transfer from the general assets of the trust that does not transfer specifically identifiable property is a general bequest, devise, or legacy; and

(3) an at-death transfer of trust property that remains after all specific and general transfers have been satisfied is the residuary estate.

Added by Acts 2019, 86th Leg., R.S., Ch. 1112 (H.B. 2245), Sec. 2, eff. September 1, 2019.

Sec. 112.034. MERGER. (a) If a settlor transfers both the legal title and all equitable interests in property to the same person or retains both the legal title and all equitable interests in property in himself as both the sole trustee and the sole beneficiary, a trust is not created and the transferee holds the property as his own. This subtitle does not invalidate a trust account validly created and in effect under Chapter 113, Estates Code.

(b) Except as provided by Subsection (c) of this section, a trust terminates if the legal title to the trust property and all equitable interests in the trust become united in one person.

(c) The title to trust property and all equitable interests in the trust property may not become united in a beneficiary, other than the settlor, whose interest is protected under a spendthrift trust, and in that case the court shall appoint a new trustee or cotrustee to administer the trust for the benefit of the beneficiary.

Added by Acts 1983, 68th Leg., p. 3332, ch. 567, art. 2, Sec. 2, eff. Jan. 1, 1984.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 846 (H.B. 2780), Sec. 13, eff. September 1, 2019.

Sec. 112.035. SPENDTHRIFT TRUSTS. (a) A settlor may

TAB Q

the trust; and

(3) if the settlor or settlors are living at the time the trust becomes irrevocable, the settlor or settlors of the trust or, if the settlor or settlors are not living at the time the trust becomes irrevocable, the individuals who would inherit the settlor or settlors' property under the law of this state had the settlor or settlors died intestate at the time the trust becomes irrevocable.

Added by Acts 2005, 79th Leg., Ch. 148 (H.B. 1190), Sec. 6, eff. January 1, 2006.

Sec. 112.038. FORFEITURE CLAUSE. (a) A provision in a trust that would cause a forfeiture of or void an interest for bringing any court action, including contesting a trust, is enforceable unless in a court action determining whether the forfeiture clause should be enforced, the person who brought the action contrary to the forfeiture clause establishes by a preponderance of the evidence that:

(1) just cause existed for bringing the action; and

(2) the action was brought and maintained in good faith.

(b) This section is not intended to and does not repeal any law, recognizing that forfeiture clauses generally will not be construed to prevent a beneficiary from seeking to compel a fiduciary to perform the fiduciary's duties, seeking redress against a fiduciary for a breach of the fiduciary's duties, or seeking a judicial construction of a will or trust.

Added by Acts 2009, 81st Leg., R.S., Ch. 414 (H.B. 1969), Sec. 3, eff. June 19, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 657 (S.B. 1197), Sec. 2, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 351 (H.B. 2380), Sec. 3.01, eff. September 1, 2013.

Acts 2017, 85th Leg., R.S., Ch. 62 (S.B. 617), Sec. 3, eff. September 1, 2017.

SUBCHAPTER C. REVOCATION, MODIFICATION, AND TERMINATION OF TRUSTS

TAB R

Sec. 112.051. REVOCATION, MODIFICATION, OR AMENDMENT BY SETTLOR. (a) A settlor may revoke the trust unless it is irrevocable by the express terms of the instrument creating it or of an instrument modifying it.

(b) The settlor may modify or amend a trust that is revocable, but the settlor may not enlarge the duties of the trustee without the trustee's express consent.

(c) If the trust was created by a written instrument, a revocation, modification, or amendment of the trust must be in writing.

Amended by Acts 1983, 68th Leg., p. 3332, ch. 567, art. 2, Sec. 2, eff. Jan. 1, 1984.

Sec. 112.052. TERMINATION. A trust terminates if by its terms the trust is to continue only until the expiration of a certain period or until the happening of a certain event and the period of time has elapsed or the event has occurred. If an event of termination occurs, the trustee may continue to exercise the powers of the trustee for the reasonable period of time required to wind up the affairs of the trust and to make distribution of its assets to the appropriate beneficiaries. The continued exercise of the trustee's powers after an event of termination does not affect the vested rights of beneficiaries of the trust.

Amended by Acts 1983, 68th Leg., p. 3332, ch. 567, art. 2, Sec. 2, eff. Jan. 1, 1984.

Sec. 112.053. DISPOSITION OF TRUST PROPERTY ON FAILURE OF TRUST. The settlor may provide in the trust instrument how property may or may not be disposed of in the event of failure, termination, or revocation of the trust.

Added by Acts 1983, 68th Leg., p. 3332, ch. 567, art. 2, Sec. 2, eff. Jan. 1, 1984. Amended by Acts 1991, 72nd Leg., ch. 895, Sec. 17, eff. Sept. 1, 1991.

Sec. 112.054. JUDICIAL MODIFICATION, REFORMATION, OR TERMINATION OF TRUSTS. (a) On the petition of a trustee or a

TAB S

(8) "Principal" means property held in trust for distribution to a remainder beneficiary when the trust terminates and includes income of the trust that, at the time of the exercise of a power of distribution under Section 112.072 or 112.073, is not currently required to be distributed.

(9) "Second trust" means any irrevocable trust to which principal is distributed under Section 112.072 or 112.073.

(10) "Successor beneficiary" means a beneficiary other than a current or presumptive remainder beneficiary. The term does not include a potential appointee under a power of appointment held by a beneficiary.

Added by Acts 2013, 83rd Leg., R.S., Ch. 699 (H.B. 2913), Sec. 3, eff. September 1, 2013.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 62 (S.B. 617), Sec. 7, eff. September 1, 2017.

Sec. 112.0715. CREATION OF SECOND TRUST. (a) A second trust may be created by a distribution of principal under Section 112.072 or 112.073 to a trust created under the same trust instrument as the first trust from which the principal is distributed or to a trust created under a different trust instrument.

(b) If a second trust is created by a distribution of principal under Section 112.072 or 112.073 to a trust created under the same trust instrument as the first trust from which the principal is distributed, the property is not required to be retitled.

(c) The legislature intends this section to be a codification of the common law of this state in effect immediately before September 1, 2019.

Added by Acts 2019, 86th Leg., R.S., Ch. 1112 (H.B. 2245), Sec. 4, eff. September 1, 2019.

Sec. 112.072. DISTRIBUTION TO SECOND TRUST: TRUSTEE WITH FULL DISCRETION. (a) An authorized trustee who has the full discretion to distribute the principal of a trust may distribute

all or part of the principal of that trust in favor of a trustee of a second trust for the benefit of one, more than one, or all of the current beneficiaries of the first trust and for the benefit of one, more than one, or all of the successor or presumptive remainder beneficiaries of the first trust.

(b) The authorized trustee may, in connection with the exercise of a power of distribution under this section, grant a power of appointment, including a currently exercisable power of appointment, in the second trust to one or more of the current beneficiaries of the first trust who, at the time the power of appointment is granted, is eligible to receive the principal outright under the terms of the first trust.

(c) If the authorized trustee grants a power of appointment to a beneficiary under Subsection (b), the class of permissible appointees in whose favor the beneficiary may appoint under that power may be broader or different than the current, successor, and presumptive remainder beneficiaries of the first trust.

(d) If the beneficiaries of the first trust are described as a class of persons, the beneficiaries of the second trust may include one or more persons who become members of that class after the distribution to the second trust.

(e) The authorized trustee shall exercise a power to distribute under this section in good faith, in accordance with the terms and purposes of the trust, and in the interests of the beneficiaries.

Added by Acts 2013, 83rd Leg., R.S., Ch. 699 (H.B. 2913), Sec. 3, eff. September 1, 2013.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 62 (S.B. 617), Sec. 8, eff. September 1, 2017.

Sec. 112.073. DISTRIBUTION TO SECOND TRUST: TRUSTEE WITH LIMITED DISCRETION. (a) An authorized trustee who has limited discretion to distribute the principal of a trust may distribute all or part of the principal of that trust in favor of a trustee of a second trust as provided by this section.

(b) The current beneficiaries of the second trust must be

TAB T

PROPERTY CODE

TITLE 9. TRUSTS

SUBTITLE B. TEXAS TRUST CODE: CREATION, OPERATION, AND TERMINATION OF TRUSTS

CHAPTER 115. JURISDICTION, VENUE, AND PROCEEDINGS

SUBCHAPTER A. JURISDICTION AND VENUE

Sec. 115.001. JURISDICTION. (a) Except as provided by Subsection (d) of this section, a district court has original and exclusive jurisdiction over all proceedings by or against a trustee and all proceedings concerning trusts, including proceedings to:

(1) construe a trust instrument;

(2) determine the law applicable to a trust instrument;

(3) appoint or remove a trustee;

(4) determine the powers, responsibilities, duties, and liability of a trustee;

(5) ascertain beneficiaries;

(6) make determinations of fact affecting the administration, distribution, or duration of a trust;

(7) determine a question arising in the administration or distribution of a trust;

(8) relieve a trustee from any or all of the duties, limitations, and restrictions otherwise existing under the terms of the trust instrument or of this subtitle;

(9) require an accounting by a trustee, review trustee fees, and settle interim or final accounts; and

(10) surcharge a trustee.

(a-1) The list of proceedings described by Subsection (a) over which a district court has exclusive and original jurisdiction is not exhaustive. A district court has exclusive and original jurisdiction over a proceeding by or against a trustee or a proceeding concerning a trust under Subsection (a) whether or not the proceeding is listed in Subsection (a).

(b) The district court may exercise the powers of a court of equity in matters pertaining to trusts.

(c) The court may intervene in the administration of a trust to the extent that the court's jurisdiction is invoked by an interested person or as otherwise provided by law. A trust is not subject to continuing judicial supervision unless the court orders continuing judicial supervision.

(d) The jurisdiction of the district court is exclusive except for jurisdiction conferred by law on:

(1) a statutory probate court;

(2) a court that creates a trust under Subchapter B, Chapter 1301, Estates Code;

(3) a court that creates a trust under Section 142.005;

(4) a justice court under Chapter 27, Government Code; or

(5) a county court at law.

Amended by Acts 1983, 68th Leg., p. 3332, ch. 567, art. 2, Sec. 2, eff. Jan. 1, 1984; Acts 1997, 75th Leg., ch. 1375, Sec. 5, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 148 (H.B. 1190), Sec. 22, eff. January 1, 2006.

Acts 2007, 80th Leg., R.S., Ch. 451 (H.B. 564), Sec. 11, eff. September 1, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 657 (S.B. 1197), Sec. 4, eff. September 1, 2011.

Acts 2017, 85th Leg., R.S., Ch. 324 (S.B. 1488), Sec. 22.060, eff. September 1, 2017.

Sec. 115.002. VENUE. (a) The venue of an action under Section 115.001 of this Act is determined according to this section.

(b) If there is a single, noncorporate trustee, an action shall be brought in the county in which:

(1) the trustee resides or has resided at any time during the four-year period preceding the date the action is filed; or

(2) the situs of administration of the trust is

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Amended by:
Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. 1093), Sec. 6.007, eff. January 1, 2014.

Sec. 32.006. JURISDICTION OF STATUTORY PROBATE COURT WITH RESPECT TO TRUSTS AND POWERS OF ATTORNEY. In a county in which there is a statutory probate court, the statutory probate court has jurisdiction of:

(1) an action by or against a trustee;

(2) an action involving an inter vivos trust, testamentary trust, or charitable trust;

(3) an action by or against an agent or former agent under a power of attorney arising out of the agent's performance of the duties of an agent; and

(4) an action to determine the validity of a power of attorney or to determine an agent's rights, powers, or duties under a power of attorney.

Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec. 13(a), eff. January 1, 2014.
Amended by:
Acts 2013, 83rd Leg., R.S., Ch. 1136 (H.B. 2912), Sec. 3, eff. January 1, 2014.

Sec. 32.007. CONCURRENT JURISDICTION WITH DISTRICT COURT. A statutory probate court has concurrent jurisdiction with the district court in:

(1) a personal injury, survival, or wrongful death action by or against a person in the person's capacity as a personal representative;

(2) an action by or against a trustee;

(3) an action involving an inter vivos trust, testamentary trust, or charitable trust, including a charitable trust as defined by Section 123.001, Property Code;

(4) an action involving a personal representative of an estate in which each other party aligned with the personal representative is not an interested person in that estate;

(5) an action against an agent or former agent under a

power of attorney arising out of the agent's performance of the duties of an agent; and

(6) an action to determine the validity of a power of attorney or to determine an agent's rights, powers, or duties under a power of attorney.

Added by Acts 2009, 81st Leg., R.S., Ch. 1351 (S.B. 408), Sec. 13(a), eff. January 1, 2014.
Amended by:
Acts 2011, 82nd Leg., R.S., Ch. 1338 (S.B. 1198), Sec. 2.03, eff. January 1, 2014.

CHAPTER 33. VENUE

SUBCHAPTER A. VENUE FOR CERTAIN PROCEEDINGS

Sec. 33.001. PROBATE OF WILLS AND GRANTING OF LETTERS TESTAMENTARY AND OF ADMINISTRATION. Venue for a probate proceeding to admit a will to probate or for the granting of letters testamentary or of administration is:

(1) in the county in which the decedent resided, if the decedent had a domicile or fixed place of residence in this state; or

(2) with respect to a decedent who did not have a domicile or fixed place of residence in this state:

(A) if the decedent died in this state, in the county in which:

(i) the decedent's principal estate was located at the time of the decedent's death; or

(ii) the decedent died; or

(B) if the decedent died outside of this state:

(i) in any county in this state in which the decedent's nearest of kin reside; or

(ii) if there is no next of kin of the decedent in this state, in the county in which the decedent's principal estate was located at the time of the decedent's death.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1338 (S.B. 1198), Sec. 2.04, eff. January 1, 2014.

Sec. 33.002. ACTION RELATED TO PROBATE PROCEEDING IN STATUTORY PROBATE COURT. Except as provided by Section 33.003, venue for any