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412249-401

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*Janice Haggard*



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](http://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.



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.<sup>1</sup>

### **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 Settlor 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,

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<sup>1</sup> 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.





2008 and that the September 6, 2007 Amendment was the last family trust instrument signed by both Settlers.

## “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.”*

## **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,<sup>2</sup> 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.<sup>3</sup>

### ***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

<sup>2</sup> 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.

<sup>3</sup> Elmer Brunsting's irrevocable trust share contains all of the remaining assets



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<sup>4</sup>, as successor co-trustee with Carl and issuing new certificates of trust.<sup>5</sup> 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

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<sup>4</sup> Violating Rule 1.06(a), (d) and (e) of the Disciplinary Rules of Professional Conduct

<sup>5</sup> 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.



*Janice Mathews*



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 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,



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





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



*Lawrence M. Hightower*



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



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 Settlor's 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 judgment in regard to trust instruments and seeking declaratory judgment 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 Settlor's 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



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 Settlor’s directives, have continued to grow unabated. Using a prudent investor calculation of 13.8% interest compounded annually [14], **each beneficiaries 1/5<sup>th</sup> 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



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,



*Laundrea Hightower*

County Clerk Harris County, Texas



*Janice H. Hays*



## 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





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.

