

United States District Court for the Southern District of Texas  
Houston Division Civil Action No. 4:12-cv-00592

Curtis v Brunsting, et al.

I the undersigned do declare that I am beyond the age of majority and not a party to the above action. On April 29, 2013 I served the following described documents upon the persons named below by placing a true copy in the United States Mail with postage fully prepaid at American Canyon California.

First Amended Complaint  
Application for Supplemental Jurisdiction and Joinder  
Addendum to Affidavit  
Exhibit List  
Exhibits  
Proposed Order for Joinder  
Proposed Order for Production of Original Documents  
Notice of Suit and Request to Waive Service – \*As applicable  
Proof of Service

Addressed to:

George W. Vie III 1021 Main, Suite 1950 Houston, Texas 77002	*Zandra E. Foley One Riverway Suite 1600 Houston, Texas 77056
Bobbie Bayless Bayless and Stokes 2931 Ferndale Street Houston TX 77098 U.S.A	*Carole Brunsting 5822 Jason St. Houston, TX 77074
David J. Bradley Clerk of Court P. O. Box 61010 Houston, TX 77208	*Bernard Lilse Mathews, III 14550 Torrey Chase Blvd., Suite 245 Houston, Texas 77014

*Albert E. Vacek, Jr. Vacek & Freed, PLLC 11777 Katy Freeway, Suite 300 Houston, TX 77079	*Candace Kunz-Freed Vacek & Freed, PLLC 11777 Katy Freeway, Suite 300 Houston, TX 77079
--	--

Respectfully submitted

April 29, 2013

---

Rik Munson  
218 Landana St  
American Canyon  
CA 94503  
925-349-8348

UNITED STATES DISTRICT COURT

for the Southern District of Texas

Candace Louise Curtis

Plaintiff

v.

Anita Brunsting et al.,

Defendant

Civil Action No. 4:12-cv-00592

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Candace Kunz-Freed 11777 Katy Freeway Suite 300 South Houston, Texas 77079

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 04/28/2013

Handwritten signature of Candace Curtis

Signature of the attorney or unrepresented party

Candace Curtis

Printed name

1215 Ulfian Way
Martinez CA 94553

Address

occurtis@sbcglobal.net

E-mail address

925-759-9020

Telephone number

UNITED STATES DISTRICT COURT
for the
Southern District of Texas

Candace Louise Curtis

Plaintiff

v.

Anita Brunsting et al.,

Defendant

Civil Action No. 4:12-cv-00592

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Albert Vacek Jr. & Vacek & Freed P.L.L.C. 11777 Katy Freeway Suite 300 South Houston, Texas 77079

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 04/28/2013

Handwritten signature of Candace Curtis

Signature of the attorney or unrepresented party

Candace Curtis

Printed name

1215 Ulfian Way
Martinez CA 94553

Address

occurtis@sbcglobal.net

E-mail address

925-759-9020

Telephone number

UNITED STATES DISTRICT COURT

for the Southern District of Texas

Candace Louise Curtis

Plaintiff

v.

Anita Brunsting et al.,

Defendant

Civil Action No. 4:12-cv-00592

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Bernard Lilse Mathews, III & Green & Mathews, LLP 14550 Torrey Chase Blvd., Suite 245 Houston, Texas 77014

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 04/28/2013

Signature of the attorney or unrepresented party

Candace Curtis

Printed name

218 Landana Street American Canyon CA 94503

Address

occurtis@sbcglobal.net

E-mail address

925-759-9020

Telephone number

# UNITED STATES DISTRICT COURT

for the  
Southern District of Texas

Candace Louise Curtis

*Plaintiff*

v.

Anita Brunsting et al.,

*Defendant*

)  
)  
)  
)  
)

Civil Action No. 4:12-cv-00592

## NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Candace Kunz-Freed 11777 Katy Freeway Suite 300 South Houston, Texas 77079

*(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)*

### Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

### What happens next?

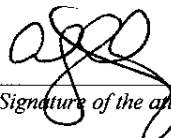
If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 04/28/2013



*Signature of the attorney or unrepresented party*

Candace Curtis

*Printed name*

1215 Ulfinian Way  
Martinez CA 94553

*Address*

occurtis@sbcglobal.net

*E-mail address*

925-759-9020

*Telephone number*

UNITED STATES DISTRICT COURT

for the
Southern District of Texas

Candace Louise Curtis

Plaintiff

v.

Anita Brunsting et al.,

Defendant

Civil Action No. 4:12-cv-00592

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: Carole Ann Brunsting 5822 Jason St. Houston, TX 77074

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 04/28/2013

Handwritten signature of Candace Curtis

Signature of the attorney or unrepresented party

Candace Curtis

Printed name

218 Landana Street
American Canyon CA 94503

Address

occurtis@sbcglobal.net

E-mail address

925-759-9020

Telephone number

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

Candace Louise Curtis	§	
Individually and as Co-Trustee	§	
Plaintiff,	§	
versus	§	CIVIL ACTION NO. 4:12-cv-00592
	§	Jury
Anita Kay Brunsting, et al.	§	
	§	
Defendants.	§	

**WAIVER OF SERVICE OF SUMMONS**

To : Candace Louise Curtis 1215 Ulfonian Way Martinez, Ca 94553

I have received your request to waive service of a summons in this action along with a copy of the complaint~ two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent agree to save the expense of serving a summons and complaint in this case. I understand that I, or The entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action but that I waive any objections to the absence of a summons or of service. I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will he entered against me or the entity I represent.



Date and Sign \_\_\_\_\_

\_\_\_\_\_  
(Signature of the attorney or unrepresented party)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(E-mail address)

\_\_\_\_\_  
(Telephone number)

**Duty to Avoid Unnecessary Expenses of Serving a Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive, service then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

CANDACE LOUISE CURTIS	§	
Individually and as Co-Trustee	§	
Plaintiff,	§	
versus	§	CIVIL ACTION NO. 4:12-cv-00592
	§	Jury
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.	§	

**PLAINTIFF'S FIRST AMENDED COMPLAINT**  
**Motion to Amend Complaint**

**PARTIES**

1. Plaintiff, Candace Louise Curtis, is a citizen of the State of California.
2. Defendant Anita Brunsting resides in the county of Victoria; Defendant Amy Brunsting resides in the county of Comal; Defendant Carole Brunsting resides in the county of Harris; Defendant Bernard Mathews practices law as a partner in the firm of Green and Mathews LLP in the county of Harris, and is concurrently listed on the Vacek & Freed website as a staff attorney; Defendant(s)

Albert E. Vacek, Jr. and Candace L. Kunz-Freed conduct business as Vacek & Freed PLLC in the county of Harris.

3. Defendants Amy, Anita, and Carole Brunsting are the siblings of Plaintiff Curtis and, along with brother Carl Brunsting, co-successor beneficiaries under their Parents' trust and estate plans.

## **JURISDICTION AND VENUE**

### **JURISDICTION**

4. This matter was originally brought in equity as breach of fiduciary and related equitable claims that included a common law tort claim under diversity jurisdiction pursuant to 28 USC §1332 (a) (1) - 28 USC §1332 (b) and 28 USC §1332 (C) (2). Plaintiff hereby incorporates those claims by reference as if fully restated herein, but with newly discovered evidence presents additional and alternate claims. Additionally, Plaintiff is informed and believes Defendants are not de jure trustees.

5. This complaint now alleges violations of the wire, mail and securities laws of the United States as expressed in Chapter 63 of Title 18 of the United States Code, and Plaintiff is seeking to pursue additional remedies under 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act").

6. This court has federal question jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§1331 and 1367 and Section 27 of the Exchange Act<sup>1</sup> (15 U.S.C. §78aa) and exclusive jurisdiction over these claims, as this action arises under Section 10(b) of the Exchange Act (15 U.S.C. §§78j(b) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5) and the causes of action implied therefrom.

7. In connection with the acts and omissions alleged in this complaint Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the internet, the mails, interstate telephone communications, and the facilities of the national securities markets.

### **VENUE**

8. The acts complained of involve alleged administration of the family trust(s) established by Elmer and Nelva Brunsting of Houston Texas. The United States District Court for the Southern District of Texas, Houston Division, is therefore a proper venue under 28 USC §1391(a)(1).

---

<sup>1</sup> Securities Exchange Act of 1934, 15 U.S.C. §§78a-78kk (1982)

9. Venue is proper in this District pursuant to Section 27 of the Exchange Act (15 U.S.C. § 78aa) and 28 U.S.C. §1391(b) and (c), in that substantial acts in furtherance of the alleged fraud and/or its affects have occurred within this District.

### **NATURE OF ACTION**

10. This action was brought as a diversity action alleging breach of fiduciary duty, extrinsic and constructive fraud, and intentional infliction of emotional distress, but Plaintiff now pleads additional and alternative causes.

### **HISTORY OF THE CASE**

11. In 1996 Elmer Brunsting and his wife Nelva Brunsting created a living trust for their benefit and for the benefit of their 5 children. The stated co-successor beneficiary distribution was to be equal, 1/5 for each of the five Brunsting children: Candace, Carole, Carl, Amy, and Anita. The trust was also structured to preserve the Brunsting legacy for Elmer and Nelva's grandchildren.

12. Elmer and Nelva Brunsting restated their trust in 2005 and amended it for the first time in 2007. The 2007 amendment was the last known trust instrument signed by both Elmer and Nelva, and it changed references from Anita Riley to Anita Brunsting, and amended section IV replacing Amy Brunsting with Candace Curtis as co-successor trustee with Carl Brunsting.

13. Plaintiff Curtis' father Elmer H. Brunsting died April 1, 2009, at which time the family trust became irrevocable, pursuant to Article III.

14. On or about August 25, 2010 a number of documents were drawn up by the firm of Vacek & Freed, wherein changes to the trust were implemented without notice to Curtis. These alleged amendments disrupt the dispositive provisions of the irrevocable family trust and the irrevocable decedent's trust, which had been created from the family trust upon the death of Elmer Brunsting.

15. On October 23, 2010 Curtis received a number of trust documents in pdf format, attached to emails from Anita Brunsting. These had been requested by Plaintiff in anticipation of an upcoming conference call regarding changes to the trust.

16. On October 25, 2010 a teleconference was organized by Candace Kunz-Freed and Vacek & Freed employee, Summer Peoples<sup>2</sup>. The call was held behind Nelva's back and it became apparent that the intent was to have Nelva declared incompetent, rather than to discuss changes to the trust. Co-trustee Carl Brunsting, the personal representative of both Elmer and Nelva's estates, was also not present and is believed to have been intentionally excluded from that teleconference. The

---

<sup>2</sup> Plaintiff's Exhibit 6 with original Affidavit.

purported changes to the trust had already been made two months prior to the conference call.

17. In December of 2011, in response to demands for accounting, Curtis received certified mail copies of the alleged same trust documents as the pdf documents received on October 23, 2010, along with other previously undisclosed documents dated December 21, 2010.<sup>3</sup>

18. On February 27, 2012, 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 defendants, Anita and Amy, acting as trustees for their Parents' trust, failed to notice her of actions adversely 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.

19. On March 8, 2012 Curtis' complaint was dismissed under the probate exception to federal diversity jurisdiction and Curtis promptly filed notice of appeal.

20. On March 9, 2012 Curtis brother Carl Brunsting filed a petition for depositions before suit in the Harris County District Court, case #2012-14538.

---

<sup>3</sup> While this matter was pending appeal it was brought to Curtis' attention that signature pages for the alleged same copy of trust documents bear different signatures raising questions of authenticity.

21. On April 2, 2012 the Houston firm of Vacek and Freed filed the Will of Elmer Brunsting [#412248] and a purported Will for Nelva Brunsting [#412249] with the Harris County Probate Court.
22. On or about April 5, 2012 Plaintiff received a number of documents by email, addressed to herself, Carl's attorney Bobbie Bayless, and Carole Brunsting, from Defendants' counsel Bernard Mathews, in response to the state court filing by Carl Brunsting.
23. These documents were allegedly offered to satisfy accounting requirements under the Texas Property Code and included spreadsheet like pages labeled as Schedules A through J. These flat spreadsheet looking documents show an enormous number of asset transfers and include evidence of self-dealing and comingling of trust assets.
24. On August 15, 2012 Carl Brunsting filed an application to probate wills and issue letters testamentary into the Harris County Probate Court [#412248 & #412249] and on August 28, 2012 the Harris County Probate Court issued letters testamentary naming Carl Henry Brunsting independent executor.
25. On December 26, 2012 Maureen McCutcheon of Mills Shirley filed an appearance in the Probate court on behalf of Defendants Amy and Anita as trustees, but did not identify any particular trust.



26. On January 9, 2013 the Fifth Circuit Court of Appeals published their opinion Reversing and Remanding for further proceedings.
27. On January 29, 2013 Bobbie Bayless of the Houston based law firm of Bayless and Stokes filed a civil suit against Candace Kunz-Freed and the law firm of Vacek & Freed on behalf of Carl Brunsting as executor of the Brunsting Estate, alleging violations of the DTPA, Violations of the Texas Penal Code and other civil claims.
28. This matter was returned from the Fifth Circuit on January 30, 2013 for further proceedings. Plaintiff Curtis then reapplied for an injunction and the court set the matter for hearing on April 9, 2013, wherein a hearing was held and injunctive relief ordered.
29. After the April 9 hearing in the federal District Court an action was filed in the Harris County Probate Court [#412249401] naming Amy, Anita and Carole Brunsting as defendants and seeking injunctive relief over the trust in the custody of this Court.

## **DEFENDANTS**

### **DEFENDANTS ANITA, AMY, AND CAROLE BRUNSTING**

30. It is unclear and will have to be more specifically ascertained as to when each individual defendant involved themselves in the conspiracy, or to what extent

they are liable or culpable, but there is evidence of each of their involvement to varying degrees despite every effort to obfuscate and conceal their conduct.

31. The three Defendants Brunsting entered together into a conspiracy with the Defendant Lawyer/Notary Candace Kunz-Freed to defraud Nelva Brunsting, the Brunsting estate and the Brunsting family of trusts, in order to loot the trusts for their own unjust self-enrichment.

32. Defendants did secretly and fraudulently displace Nelva Brunsting from her proper standing as Trustee of the family trusts and did transfer assets to the benefit of one or more defendants and to the detriment and injury of Plaintiff, Nelva Brunsting, the Brunsting estate and the Brunsting family of trusts.

33. Defendants acted maliciously, intentionally, and with reckless indifference to the rights of Plaintiff, Nelva Brunsting, the Brunsting estate and the Brunsting family of trusts.

34. Defendants are individually and severally liable to Plaintiff, to Carl Brunsting, the Brunsting estate and to the Brunsting family of trusts, for real damages to the trust(s) plus \$1,000 per theft incident under the Texas Theft Liability Act at Title 6, Chapter 134 Civil Practice and Remedies Code. Further, Defendants are liable to Plaintiff for Exemplary Damages due to the malicious, indifferent and wholly uncivilized nature of their egregious acts.

## **DEFENDANT CAROLE BRUNSTING**

35. Carole is alleged to have held a medical power of attorney for Nelva Brunsting and signature authority on an account labeled Carole/Mom which was apparently set up as a joint right of survivorship account. The account appears on the schedules released in April 2012 and may have been used to pay the personal obligations of Carole Brunsting.

36. The full extent of Carole's involvement is still under investigation but she is none-the-less named herein as a joint tortfeasor based upon evidence of her participation at various stages.

## **DEFENDANT CANDACE KUNZ-FREED**

37. Defendant Candace Kunz-Freed is an attorney with the Vacek Law firm and a partner in Vacek & Freed PLLC. Defendant Candace Kunz-Freed is also a public official in that she is a Texas Notary Public.

38. Plaintiff is informed and believes Candace Kunz-Freed assisted Defendants Brunsting in rupturing the Brunsting family of trusts by creating documents improperly disrupting the dispositive provisions of Elmer and Nelva's estate plan.

39. Defendant Candace Kunz-Freed provided substantial assistance in such conspiracy resulting in the transfer of assets for the benefit of one or more Defendants to the injury of Plaintiff, and did do so knowingly, willfully and with

reckless indifference to the rights of Plaintiff and did receive compensation for her participation in said conspiracy.

40. Defendant Candace Kunz-Freed cultivated conflicting interests and when she did she left the law. When she left the law her public office and her license to practice law did not follow her. Candace Kunz-Freed did not simply assist the fraud, she enabled it, as without her involvement the injuries complained of would not have occurred.

**DEFENDANT ALBERT R. VACEK, JR**

41. Defendant Albert Vacek Jr. is an attorney with and the presumed owner of the Vacek Law firm, and a partner in Vacek & Freed PLLC.

42. Albert Vacek Jr., conducting business as Vacek & Freed PLLC and the Vacek Law Firm, advertises and sells estate planning products and services. Vacek warrants the merchantability of his products as protecting clients' assets from outsiders who might "want to take them"<sup>4</sup> and as protection for families and beneficiaries from predators "who want to take their inheritance away from them, to shield families and heirs from creditors, con artists, death and estate taxes, lawsuits, probate, divorce and other threats to maintaining and passing personal wealth.

---

<sup>4</sup> [http://www.vacek.com/files/3-21\\_\\_\\_3-23\\_embassy.pdf](http://www.vacek.com/files/3-21___3-23_embassy.pdf)

43. Albert Vacek Jr. places a copyright notice on his trust instruments thereby claiming full rights and responsibilities in warranting his products' merchantability and fitness.

44. Albert Vacek Jr. actively markets his products and services through seminars. Elmer and Nelva Brunsting were consumers<sup>5</sup> and Albert Vacek Jr., Vacek & Freed PLLC, and the Vacek Law Firm are vendors of products and services.

45. Elmer and Nelva Brunsting, in reliance upon Vacek's seminar assurances, "spiced with interesting examples and anecdotes"<sup>6</sup>, purchased the Vacek & Freed estate, asset, and beneficiary protecting products that included a family trust and other estate planning instruments.

### **DEFENDANTS VACEK & FREED PLLC AND THE VACEK LAW FIRM**

46. Vacek & Freed, PLLC, the Vacek Law Firm, and Albert Vacek Jr. are liable under the doctrine of Respondeat Superior.

### **DEFENDANT BERNARD LILSE MATHEWS III**

47. Defendant Bernard Lilse Mathews III provided substantial assistance in such conspiracy, by seeking to improperly influence the Court by misstating both law

---

<sup>5</sup> As this term is defined by the applicable statutes and just plain common sense.

<sup>6</sup> Quote taken from Vacek Seminar advertisement on web site. Vacek.com

and fact, resulting in improper dismissal and nearly a full year delay, during which time additional injurious actions were taken by Defendants for their own unjust self-enrichment, to the harm of Plaintiff. It has come to Plaintiff's attention that Mr. Mathews is listed as a staff attorney on the Vacek & Freed letterhead and website, despite the fact that he enters this matter under the letterhead of Green and Mathews. Further, Mr. Mathews knew or should have known that he was substantially assisting the conspiracy involving Defendants Brunsting and the firm of Vacek & Freed PLLC, when he misstated the law after having filed an identical lawsuit on behalf of the plaintiff, in the Harris County District Court. The trust documents in both cases were drawn up by Vacek & Freed PLLC. Whether or not Mr. Mathews' conduct can be considered a predicate act will be determined through discovery or established at trial.

### **ACTS OF AGENTS**

48. When it is alleged that defendants did any act, it is meant that defendants performed or participated in the act, or defendants' officers, agents or employees performed or participated in the act on behalf of, in concert with, and/or under the authority of, defendants.

49. Plaintiff is informed and believes Defendants are either liable as principals or did substantially assist fraud, fraudulent misrepresentation, misapplication of

fiduciary, breach of fiduciary, theft, conversion, extortion, falsification of legal documents (forgery), fraudulent concealment, undue influence, elder abuse, identity theft, tortious interference with beneficial interests, tortious interference with expectancy, tortious interference with fiduciary obligations, unjust self-enrichment, misfeasance of a public officer, malfeasance of a public officer, aiding and abetting the misfeasance and malfeasance of a public officer, wire, mail, and securities fraud with full scienter, and did conspire to accomplish such acts and/or did substantially aid the commission of such acts or are liable for such acts by the application of doctrines of Respondeat Superior, under the common law doctrines of Aiding and Abetting, and pursuant to state and federal statute including but not limited to: the Texas Deceptive Trade Practices Act (DTPA) and Title 15 U.S.C. §52 - Dissemination of false advertisements and 15 USC § 45 - Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce,<sup>7</sup>

## **CAUSES OF ACTION AND CLAIMS**

### **CONSPIRACY AND FRAUD**

Plaintiff is informed and believes:

---

<sup>7</sup> Not presently alleged or plead herein, but potentially falling under Title 18 sections 1961-1968.

50. Defendants conspired to rupture the Irrevocable Brunsting Family Trust and in fact ruptured, looted, and despoiled that trust.

51. Defendants conspired to rupture the Irrevocable Elmer H. Brunsting Decedent's Trust and, in fact, did rupture, loot and despoil that trust.

52. Defendants conspired to rupture the revocable Nelva E. Brunsting Survivor's Trust and, in fact, did rupture, loot, and despoil that trust.

53. Defendants conspired to rupture the Brunsting Family of trusts for their own benefit and to the injury of Plaintiff and by such conspiracy did wrongfully effect the electronic transfer of assets, including cash, and securities traded under the laws of the United States, for their own use and benefit and to the injury of Plaintiff.

54. Defendants either participated directly as principals in the conspiracy or provided substantial assistance to such conspiracy, resulting in the transfer of assets for the benefit of one or more Defendants and to the injury of Plaintiff, and did so participate knowingly, willfully, maliciously and with reckless indifference to the rights of Plaintiff.

55. Plaintiff is informed and believes that Defendants, acting individually and in concert, conspired to wrongfully remove Nelva Brunsting from her lawful and proper position as sole trustee for the Brunsting Family of trusts and to insert Anita and Amy in her stead. In order to accomplish their scheme, documents were drawn



up by employees of Vacek & Freed PLLC that removed Nelva as trustee and disrupted the dispositive provisions of Elmer and Nelva Brunsting's estate plan. Neither Nelva Brunsting, nor successor co-trustees Carl or Candace, were noticed of the actions of Defendants.

56. Securities in the form of Exxon stocks were transferred out of the name of the Brunsting family trust, with Nelva Brunsting as trustee, into accounts held in the name of Anita Brunsting as trustee for the Decedent's and Survivor's trusts. Assets were then distributed amongst Amy, Anita, Carole, and Candace in uneven proportions, and there is no evidence of any distribution to brother Carl Brunsting. These asset transfers and distributions were not noticed to, and no detailed information regarding those acts was ever conveyed to Plaintiff.

57. Curtis' attempts to obtain information from Defendants Brunsting have been met with silence, and silence can only be equated with fraud where there is a duty to speak.

### **CONSTRUCTIVE FRAUD AND FRAUDULENT CONCEALMENT**

58. Until April 9, 2013, with only the two exceptions noted in Plaintiff's renewed application for injunction, Defendants Brunsting have been absolutely silent in all matters regarding trust property and administration.

59. Defendants Anita and Amy are co-beneficiaries and also claim to be trustees, meaning they are conflicted, and they failed to notice co-beneficiary Curtis of actions allegedly changing her standing by removing her as successor co-trustee and appointing Defendants in her stead.

60. Defendants papers claim Curtis' beneficial and other interest in the Irrevocable Brunsting Family Living Trust, the Elmer H. Brunsting Irrevocable Decedent's Trust, and the Nelva E. Brunsting Survivor's Trust have been diminished, but failed to inform Curtis of those alleged changes prior to their implementation.

61. Plaintiff did not receive advance notice of alleged actions diminishing her beneficial interest or obligations as Defendants concealed those actions, and due to conflicts of interest have committed constructive fraud rendering those instruments void.

62. Plaintiff did not receive advance notice and did not grant approval for self-dealing asset transfers, as Defendants concealed those actions.

63. Defendants acted to diminish Plaintiff's rights without notice and concealed those actions from Curtis. The acts of constructive fraud benefited one or more Defendants to the injury of Plaintiff, and Defendants participated in the fraud knowingly, willfully, maliciously, and with reckless indifference to the rights of Plaintiff.

64. The Constructive Fraud Doctrine requires Defendants to show proof that Plaintiff received advance notice of those alleged actions. In the absence of notice Defendants are liable for constructive fraud and the vitiated instruments are void ab initio, and fall as a matter of right.

### **ELDER ABUSE, UNDUE INFLUENCE, FALSE INSTRUMENTS**

Plaintiff is informed and believes:

65. Nelva Brunsting was diagnosed with cancer in October of 2009. She was in her eighth decade and thus of advanced age.

66. Defendants Amy, Anita, and Carole Brunsting are the issue of Elmer and Nelva Brunsting and, as such, owed the most basic of fiduciary duties to Elmer and Nelva Brunsting.

67. Defendants Brunsting exploited their confidential relationship with Nelva and her frail, weak and deteriorating physical condition, to exercise dominion and control over Nelva, her estate and the family trusts, improperly seizing control and secretly transferring assets to themselves.

68. By virtue of the confidential relationship and the Defendants' dominance over Nelva Brunsting, Defendants conspired with trust lawyer Candace Kunz-Freed to create documents which were not the intent or desire of Elmer or Nelva and were designed solely for the benefit of the Defendants.

69. These documents, in the form in which they were received, appear to contain digital images where there should be a copy of an actual signature, leading Plaintiff to question the authenticity and validity of certain critical documents affecting her interests.

70. When Nelva was informed of Defendants' acts she contacted Freed to correct the situation. Defendants subsequently made arrangements to have the competency of a very lucid Nelva Brunsting examined, but no declaration of incompetence was forthcoming from her doctors.

71. Defendants Brunsting used their falsified instruments to improperly seize control of the family trusts and to transfer assets to themselves. The bulk of the assets Defendants Brunsting improperly liquidated and/or transferred to themselves were securities traded under the laws of the United States, and the circumstances surrounding the mechanics of certain asset transfers makes Defendants' knowledge of the impropriety of their acts evident and, therefore, conclusive of scienter.

72. The bulk of the assets Defendants Brunsting improperly liquidated for their own benefit and/or transferred to themselves without Nelva's knowing consent, were securities traded under the laws of the United States. The transactions were mostly effected electronically.

## **BREACH OF FIDUCIARY DUTY**

73. Plaintiff and Defendants Brunsting are siblings. Plaintiff was designated successor co-trustee with her brother Carl in the last valid amendment to the Family Trust, when both Elmer and Nelva Brunsting replaced Amy Brunsting with Candace Curtis in the list of successor trustees.

74. Defendants' true standing is in question, but Defendant Amy Brunsting filed a declaration into this Court claiming that she and her sister Anita are co-trustees for the Brunsting family of trusts.

75. Defendants Amy and Anita Brunsting have exercised the powers of trustees, whether de jure or de facto, and have assumed the obligations of trustees in addition to the fiduciary obligations of the sibling relationship.

76. Defendants Amy and Anita Brunsting owe fiduciary duties to Plaintiff under the law of the Trusts, whether trustees de jure or de facto.

77. Defendants Amy and Anita Brunsting owe fiduciary duties to Plaintiff under the common law as applicable to trusts in general, whether trustees de jure or de facto.

78. Defendants Amy and Anita Brunsting owe fiduciary duties to Plaintiff under the Texas property statutes, whether trustees de jure or de facto.

79. Defendants Amy and Anita Brunsting breached their fiduciary duties to Plaintiff and said breaches proximately caused injury to the Plaintiff and/or benefited one or more Defendants.

### **Breach of Duties of Loyalty**

80. The obligations a trustee owes to a beneficiary are first defined by the trust instrument itself, second are the obligations prescribed by statute and third but not least are the obligations defined by the common law, as exemplified in treatise and case law decisions. Each act or omission resulting in a breach of fiduciary often violates more than one duty trustees owed to Plaintiff.

81. Every act or omission complained of herein violates a particularized duty owed to Plaintiff and is also a breach of the duty of loyalty, the duty of good faith and fair play, and the duty to avoid conflicts of interest, in addition to the specific acts complained of herein.

### **Breach of Duty to Inform and to Notice**

82. See Constructive Fraud and Fraudulent Concealment – paragraphs 58-64.

### **Breach of Duty to Account**

83. Defendants failed to account biannually as required by the trust.

84. Defendants failed to account after a written request, as required by statute, and failed to account annually, as required by statute.

85. Defendants failed to provide a full, true, complete and accurate accounting as required by the terms of the trust and the common law, and failed to meet the minimum requirements as defined by statute.

### **Breach of Duty to Keep and Maintain Accurate Books and Records**

86. Defendants failed to establish, keep or maintain accurate books and records as required by the trust, common law and statute, and thus cannot account easily, if at all.

### **Breach of Duty of Impartiality**

87. Defendants self-dealt and comingled assets to the exclusion of other beneficiaries without notice and consent.

### **Breach of Duty to Administer the Trust in the Best Interest of Beneficiaries**

88. There is no evidence that Defendants considered the wellbeing or needs of the Plaintiff in any way whatsoever and substantial evidence that Defendants Brunsting placed their own personal interests above those of Nelva Brunsting.

### **AIDING AND ABETTING BREACH OF FIDUCIARY**

Plaintiff is informed and believes:

89. Defendant Candace Kunz-Freed substantially assisted Defendants Brunsting in facilitating the improper seizure of control over the family trusts and the improper transfer of assets to Defendants.

90. Defendant Candace Kunz-Freed knowingly participated with Defendants in breaching fiduciary duties and the misapplication of fiduciary, and is thus liable as a principal, for substantially aiding and abetting the improper acts.

91. Without the substantial assistance of Candace Kunz-Freed, the damages complained of herein would not have been suffered.

### **TORTIOUS INTERFERENCE WITH FIDUCIARY OBLIGATIONS**

92. Carl Brunsting fell ill from encephalitis and Curtis lives in California. Defendants used that opportunity to improperly seize control of Nelva Brunsting, The Brunsting Estate and the Brunsting family of trusts.

93. Defendants used falsified instruments to imposter themselves as trustees and to improperly seize control of Nelva Brunsting, the Brunsting Estate and the Brunsting family of trusts, thus tortiously interfering with Plaintiff Curtis' fiduciary obligations as a named successor co-trustee for the Brunsting family of trusts.

### **10(b) 10(b)-5.3 SECURITIES EXCHANGE ACT OF 1934**

94. Defendants conspired to create deceptive instruments and those instruments were used to improperly effect the transfer of publicly traded securities in



contravention of the securities laws of the United States. Plaintiff suffered loss by these acts and is thus entitled to recovery under the implied causes of action pursuant to 10(b) and 10(b)-5 of the Securities Exchange Act of 1934 (15 USC 78(j) and the right of claims implied therefrom (17 C.F.R. § 240.10b-5).

95. Further, Anita Brunsting is believed to have made false statements of qualification and eligibility to engage in securities transactions, and that she knowingly forged and participated in the forgery of the signatures of others to improperly buy, sell and effect the transfer of publicly traded securities.

96. Anita Brunsting performed these acts with complete scienter.

**VIOLATION OF TEXAS PENAL CODE §32.45 (B) & (C)(7)**

**MISAPPLICATION OF FIDUCIARY IN EXCESS OF \$200,000.00**

97. An offense under this section is not merely a civil tort but a felony in the second degree if the value of property is \$100,000.00 or more but less than \$200,000.00, and a felony in the first degree if the value of property is more than \$200,000.00.

98. Defendants violated this Texas penal statute by misapplying fiduciary property to their own benefit when that property was owned by various trusts and was held for the benefit of Nelva Brunsting and her estate.

99. Plaintiff, as a named successor co-trustee and co-successor beneficiary, suffered damages proximately caused by Defendants' violation of these penal statutes while Defendants profited from these acts and are thus liable to Plaintiff for a variety of damages including but not limited to the Texas Theft Liability Act.

**UNJUST SELF ENRICHMENT, TORTIOUS INTERFERENCE WITH BENEFICIAL INTERESTS, TORTIOUS INTERFERENCE WITH EXPECTANCY**

100. Defendants unjustly enriched themselves ultimately injuring Plaintiff's expected enjoyment of beneficial interests. Defendants acted intentionally, maliciously and for their own benefit without regard for the rights of Plaintiff or the fiduciary obligations they volunteered to owe Plaintiff.

**TORTIOUS INTERFERENCE WITH FIDUCIARY OBLIGATIONS**

101. Defendants Brunsting entered into a conspiracy with Candace Freed to improperly seize control of the Brunsting family of trusts and in pursuit thereof did falsify instruments claiming to appoint themselves as trustees and did thereby seize control of the family of trusts, tortiously interfering with Plaintiff's fiduciary obligations as a de jure successor trustee. Defendants all had conflicts of interest and chose to serve themselves to the exclusion of those for whom they owed fiduciary obligations and such conduct is the proximate cause of Plaintiff's injuries both directly and indirectly.

## **TRESPASS DE BONIS, REPLEVIN AND TROVER**

102. Amy and Anita entered into a conspiracy with Candace Freed to falsify documents and did use those documents to trespass upon the office of trustee thereby exercising wrongful control over assets belonging to Nelva Brunsting and the Brunsting family of trusts and did self-deal and also comingle trust assets with their own so as to be in some instances inseparable.

103. Defendants Brunsting's trespasses were the proximate cause of the injuries complained of and the burden is upon Defendants to separate comingled trust property from their own, as Plaintiff is entitled to recovery and repatriation of all comingled assets with awards of damages. Plaintiff is entitled to recovery under all three theories of trespasses above stated and also under the theory of conversion.

## **CONVERSION**

104. Defendants by way of conversion have retained money and personal property of Nelva Brunsting, the Brunsting Estate and the Brunsting Family of Trusts and have exercised dominion and control over such property as their own to the exclusion of the rightful owners.

105. On numerous occasions Defendants converted to Defendants' personal use property owned by the Brunsting family of trusts including the Family trust, the

Elmer H. Brunsting Irrevocable Decedent's Trust, the Nelva E. Brunsting Survivor's Trust.

106. The property consists of real estate, cash, and various stocks, including Exxon and Chevron, and other securities traded through Edward Jones.

107. The property is worth in excess of \$300,000.00 Therefore, the Plaintiff demands judgment against the Defendants for repayment of actual value, plus estimated lost income, plus interest, plus costs, plus \$1,000.00 per incident under the Texas Theft Liability Act.

108. Plaintiff is informed and believes Carole Brunsting engaged and participated in various acts of conversion and was involved in the conspiracy.

**DECEPTIVE CLAIMS AND FALSE ADVERTISEMENTS,**

109. Albert Vacek Jr., Candace L. Kunz-Freed, Vacek & Freed, PLLC, and The Vacek Law Firm are liable to Plaintiff under the Texas Deceptive Trade Practices Act and Title 15 U.S.C. §52 - Dissemination of false advertisements and 15 USC § 45 - Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce.

110. Albert Vacek Jr., the Vacek Law Firm and Vacek & Freed, PLLC (Vacek), has placed a copyright on the form and content of the trust instruments sold to Elmer and Nelva. Vacek products are advertised as trust and estate management and asset protection vehicles. Through his web site and through seminars Vacek

tells prospective clients of the advantages of purchasing the firms products and services.

111. Vacek sells “peace of mind” with a myriad of assurances. The firm sold “peace of mind” to Elmer and Nelva Brunsting while actively cultivating conflicting associations and undertaking activities in direct conflict of interest with the fiduciary obligations owed and assurances of merchantability made to Elmer and Nelva Brunsting.

112. Vacek advertises its products and services as estate planning instruments and managerial services, facilitating avoidance of litigation, avoidance of excess taxes and the legitimate avoidance of the costs and delay associated with probate proceedings. As can be seen in the Harris County Probate Court, various Harris County District Court actions, in Candace Curtis' federal suit, and as exemplified by the very structure and form of the instruments themselves, it is clear that Vacek's design is either intentionally flawed and intended to foster and assure trust and estate looting and litigation, or so carelessly and negligently designed as to guarantee it.

113. Candace Kunz-Freed actively participated with Amy and Anita Brunsting in falsifying documents improperly removing control of the Brunsting trusts from Nelva Brunsting, the true and rightful trustee, and facilitating the improper transfer

of control away from Nelva Brunsting and facilitating the transfer of assets to imposter trustees Amy and Anita Brunsting, and others.

114. Elmer and Nelva Brunsting were consumers and Vacek & Freed were manufacturers, retailers and vendors under the above state and federal statutes and under the Uniform Commercial Code. The five Brunsting heirs were amongst the class of intended beneficiaries of the Vacek & Freed estate planning products as stated therein and, passing their wealth and legacy was the secondary purpose for which the Vacek products were purchased by Elmer and Nelva Brunsting.

### **REQUEST FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment and relief as follows:

115. Plaintiff demands a show of proof and seeks an order from this honorable Court directing Defendants, individually and severally, to produce and certify before this Court the alleged original documents signed by Nelva Brunsting on August 25, 2010 and December 21, 2010 along with the other original trust documents in the proposed order attached.

116. Plaintiff prays the Court grant declaratory and injunctive relief as appropriate.

117. Plaintiff prays the Court award compensatory damages in favor of Plaintiff against Defendant(s) for the actual damages sustained as a result of the wrongful

conduct alleged, in an amount to be determined, as established through discovery or at trial, together with interest thereon, from each Defendant for each offense found, and

118. Plaintiff prays for an amount in total damages for all claims and all theories of recovery including multiples from Defendants in an aggregate amount greater than \$5,000,000.00 (Five Million Dollars), or such damages as are fair and reasonable, against each Defendant in personam and against each Defendant in proportion to his or her adjudged measure of the liability as determined by this Court, or by jury as the case may be.

119. Plaintiff prays this Court award legal fees and costs to Plaintiff.

Plaintiff prays for such other and further relief as the Court may deem equitable and proper.

### **DECLARATORY JUDGEMENT**

120. Plaintiff herein alleges that that she is informed and believes sufficient evidentiary basis exists for questioning the validity of trust amending instruments created after the death of Elmer Brunsting April 1, 2009. Plaintiff herein joins in and approves the request of Probate Court appointed Executor Carl Brunsting in his Probate Court Petition seeking declaratory relief from Defendants Brunsting.

## **CONSTRUCTIVE TRUST**

121. Plaintiff herein joins the request of Carl Brunsting in his Probate Court Petition in seeking the imposition of a constructive trust over the assets to which Plaintiff 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 other 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.

## **DISGORGEMENT OF FEES**

122. Plaintiff requests that all compensation paid to the alleged trustees be disgorged and that triple the attorney's fees paid by the trust to Vacek & Freed PLLC be disgorged and returned to the trusts because of the reduced value of the services provided.

## **COMPENSATORY AND OTHER DAMAGES**

123. Defendants in this case have fraudulently concealed their activities from Plaintiff and the damages are thus impossible to predict in advance of Defendants' full, true, and complete disclosure and accounting or, in the alternative, a detailed forensic investigation.



124. Plaintiff is entitled to treble damages under the Texas Deceptive Trade Practices Act and is entitled to recovery of costs, and therefore prays for such damages as are fair and reasonable in light of all the facts as revealed through discovery or shown at trial.

### **EXEMPLARY DAMAGES**

125. Plaintiff herein claims exemplary damages are justified by fraud, malice and/or gross negligence and prays for an award of such damages as are fair and reasonable<sup>8</sup>.

### **PUNITIVE DAMAGES**

126. Plaintiff cannot ascertain the damages thus concealed and therefore prays for such damages as are fair and reasonable in regards to all remedies.

127. Plaintiff prays for fees and costs in addition to all claims for damages.

Plaintiff's attached Addendum to Affidavit is hereby incorporated herein as if fully restated.

---

<sup>8</sup> TEXAS CIVIL PRACTICE AND REMEDIES CODE § 41.003

April 29, 2013

Respectfully submitted,

---

Candace Louise Curtis  
1215 Ulfian Way  
Martinez, CA 94553  
925-759-9020  
occurtis@sbcglobal.net

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

CANDACE LOUISE CURTIS	§	
Plaintiff,	§	
	§	
v	§	CIVIL ACTION NO. 4:12-cv-00592
	§	Jury
ANITA KAY BRUNSTING, et al.	§	
Defendants.	§	

**APPLICATION FOR JOINDER OF PARTIES AND ACTIONS**  
**DEMAND FOR SHOW OF PROOF OF STANDING**

**PARTIES**

1. Plaintiff, Candace Louise Curtis, is a citizen of the State of California.
2. Defendant Anita Brunsting resides in the county of Victoria. Defendant Amy Brunsting resides in the county of Comal. Parties to be joined either reside or conduct business in the county of Harris.

**NATURE OF ACTION**

3. This action was brought as a diversity action alleging breach of fiduciary duty, extrinsic and constructive fraud, and intentional infliction of emotional distress, against Defendants who claim to be trustees of the family trusts. The action now appears to include violations of state and federal criminal statutes that consist of the improper transfer of securities traded under the securities laws of the United States.

## JURISDICTION

4. This matter was originally brought in equity, as breach of fiduciary and related equitable claims, and included a common law tort claim under diversity jurisdiction pursuant to 28 USC §1332 (a) (1) - 28 USC §1332 (b) and 28 USC §1332 (C) (2).

5. Plaintiff is now informed and believes this Court has federal question jurisdiction over the subject matter of this equity action pursuant to 28 U.S.C. §§1331 and 1367 and 27 of the Exchange Act<sup>1</sup> (15 U.S.C. §78aa), and that this Court has exclusive jurisdiction over these claims, as there now appears to be cause for claims arising under Section 10(b) of the Exchange Act of 1934 (15 U.S.C. §§78j(b)) and Rule 10b-5 promulgated thereunder (17 C.F.R. § 240.10b-5), and the right of claims implied therefrom, as hereinafter more fully appears.

6. In connection with the newly discovered acts and omissions alleged in this Application for Joinder, Plaintiff is informed and believes Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the internet, the mails, interstate telephone communications, and the facilities of the national securities markets to improperly transfer securities traded under the laws of the United States.

---

<sup>1</sup> Securities Exchange Act of 1934, 15 U.S.C. §§78a-78kk (1982)

## **VENUE**

7. Venue is proper in this District pursuant to Section 27 of the Exchange Act (15 U.S.C. § 78aa) and 28 U.S.C. §1391(b) and (c). Substantial acts in furtherance of the alleged fraud and/or its effects have occurred within this District.

8. The acts complained of involve alleged administration of the family trust(s) established by Elmer and Nelva Brunsting of Houston, Texas. The United States District Court for the Southern District of Texas Houston Division is, therefore, a proper venue under 28 USC §1391(a)(1).

## **HISTORY OF THE CASE - OVERLAPPING STATE ACTIONS**

9. This action involves a dispute over changes made to a family trust and damages resulting therefrom.

10. On February 27, 2012, Plaintiff Curtis filed a pro se complaint in the United States District Court for the Southern District of Texas, seeking an accounting and alleging the civil torts of breach of fiduciary, extrinsic and constructive fraud and intentional infliction of emotional distress in that Defendants, her siblings Anita and Amy Brunsting, acting as trustees for their parents' trust, failed to notice her of actions adversely affecting her beneficial interests, refused to provide copies of non-protected trust instruments, refused to account for trust assets or to report any other activities related to the family trusts. The case was dismissed March 8, 2012 and Curtis filed an appeal.

11. On January 9, 2013 the Fifth Circuit Court of Appeals published their opinion Reversing and Remanding to this Court for further proceedings.
12. On January 29, 2013 Bobbie Bayless, of the Houston based law firm of Bayless and Stokes, filed a civil suit in the Harris County District Court #2012-05455, against Candace Kunz-Freed and the law firm of Vacek & Freed, on behalf of Carl Brunsting as executor of the Brunsting Estate alleging violations of the DTPA, Violations of the Texas Penal Code, and other civil claims.
13. This matter was returned from the Fifth Circuit on January 30, 2013 for further proceedings. Plaintiff Curtis then reapplied for an injunction and the court set the matter for hearing on April 9, 2013, wherein a hearing was held and injunctive relief ordered.
14. After the hearing in the federal District Court an action was filed in the Harris County Probate Court #412249 naming Amy, Anita and Carole Brunsting as defendants and seeking injunctive relief over the trust in the custody of this Court.

### **PENDENT JURISDICTION**

15. The Supreme Court shaped the contours of the modern pendent jurisdiction doctrine in United Mine Workers v. Gibbs<sup>2</sup>. The Court held that when a federal court has subject matter jurisdiction over a substantial federal claim, it has the

---

<sup>2</sup> United Mine Workers v. Gibbs 383 U.S. 715 (1966). The Court expanded the "unnecessarily grudging" approach to pendent jurisdiction set forth in Hurn v. Oursler, 289 U.S. 238 (1933).383 U.S. at 725. In Hurn, the Court held that a federal court had power to hear the entire case only when federal and state claims were "in support of a single cause of action." 289 U.S. at 246.

discretionary power to adjudicate state law claims arising out of “a common nucleus of operative facts”.<sup>3</sup> This federal court thus has jurisdiction over the subject matter of the state court proceedings, as this federal claim and the state law claims derive from the same operative set of facts.

### **EXCLUSIVE FEDERAL JURISDICTION**

16. Courts have long assumed the existence of exclusive federal jurisdiction over private actions implied from section 10(b) of the Securities Exchange Act of 1934<sup>4</sup> and rule 10(b)-5.3

1. Section 10(b) [15 U.S.C. §78j(b)] provides:

It shall be unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce or of the mails, or of any facility of any national securities exchange-

(b) To use or employ, in connection with the purchase or sale of any security registered on a national securities exchange or any security not so registered, any manipulative or deceptive device or contrivance in contravention of such rules and regulations as the Commission may prescribe as necessary or appropriate in the public interest or for the protection of investors.15 U.S.C. §78j(b)(1982) [hereinafter 10(b)].

2. Securities Exchange Act of 1934, 15 U.S.C. §§ 78a-78kk (1982) [hereinafter 1934 Act].

3. Rule 10b-5, promulgated by the Securities and Exchange Commission ("SEC") in 1942, provides: It shall be unlawful for any

---

<sup>3</sup> 383 U.S. at 725, 726.

<sup>4</sup> Securities Exchange Act of 1934, 15 U.S.C. §§78a-78kk (1982)

person, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails or of any facility of any national securities exchange,

(a) To employ any device, scheme, or artifice to defraud,

(b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or

(c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security.

Whether a court has supplemental jurisdiction is determined by the following test: "a federal court has jurisdiction over an entire action, including state-law claims, wherever the federal-law and state law claims in the case 'derive from a common nucleus of operative fact' and are 'such that [a plaintiff] would ordinarily be expected to try them all in one judicial proceeding.'" \*\*\*Once the court has determined supplemental jurisdiction is proper under subsection (a) or (b), subsection (c) provides the list of circumstances under which the court can decline to exercise such supplemental jurisdiction:

(c) The district court may decline to exercise supplemental jurisdiction over a claim under subsection (a) if—

(1) the claim raises a novel or complex issue of State law,

(2) the claim substantially predominates over the claim or claims over which the district court has original jurisdiction;

(3) the district court has dismissed all claims over which it has original jurisdiction, or

(4) in exceptional circumstances, there are other compelling reasons for declining jurisdiction.



## **SUPPLEMENTAL JURISDICTION**

17. Section 27 as currently codified provides:

The district courts of the United States, and the United States courts of any Territory or other place subject to the jurisdiction of the United States shall have exclusive jurisdiction of violations of this chapter or the rules and regulations thereunder, and of all suits in equity and actions at law brought to enforce any liability or duty created **by** this chapter or the rules and regulations thereunder. Any criminal proceeding may be brought in the district wherein any act or transaction constituting the violation occurred. Any suit or action to enforce any liability or duty created **by** this chapter or the rules and regulations thereunder, or to enjoin any violation of such chapter or rules and regulations, may be brought in any such district or in the district wherein the defendant is found or is an inhabitant or transacts business, and process in such cases may be served in any other district of which the defendant is an inhabitant or wherever the defendant may be found. Judgments and decrees so rendered shall be subject to review as provided in sections 1254, 1291 and 1292 of title 28. No costs shall be assessed for or against the Commission in any proceeding under this chapter brought by or against it in the Supreme Court or such other courts.

## **DEMAND FOR SHOW OF PROOF OF STANDING**

18. Plaintiff Curtis is informed and believes that Nelva Brunsting signed neither the documents dated August 25, 2010, nor the documents dated December 21, 2010.

19. The alleged copies of trust documents received from Defendant Anita Brunsting October 23, 2010, and some of the hard copies of the alleged same documents received on or about December of 2011, bear distinctly different

signatures<sup>5</sup>. Curtis is informed and believes that some pertinent documents have been digitally altered and that they are not photo copies of the original, wet signed documents, nor do they bear valid digital signature stamps.

20. Federal Rules of Evidence 1002 requires production of the original documents, and because of a genuine question as to the authenticity of the alleged copies, Rule 1003, providing for the admissibility of duplicates, does not apply.

21. If Defendants cannot produce valid documents actually signed by Nelva Brunsting, demonstrating they have standing before this equitable Court as de jure trustees, then it must be presumed that they are not.

22. Candace Kunz-Freed is believed to have drawn up documents dated August 25, 2010 and December 21, 2010, that Defendants are using to claim to be trustees, and Freed is also the notary public that verified the alleged signatures of Nelva Brunsting on those instruments.

### **PRAYER FOR RELIEF**

### **JOINDER**

23. FRCP Rule 19 requires the joinder of necessary parties and Rule 20 allows joinder of parties.

---

<sup>5</sup> See attached page 37 from the Qualified Beneficiary Designation and page 14-6 from the 2005 Restatement.

WHEREFORE, Plaintiff prays this honorable Court take judicial notice of state court proceedings filed subsequent to this federal complaint, as explained herein, and exercise its Supplemental Jurisdiction<sup>6</sup> over the state court actions and remove those actions to this Court as (1) those actions are founded upon the same set of operative facts involving the same nucleus of persons (2) there is no concurrent state court jurisdiction over 10(b)-5 actions and, thus, this Court has exclusive jurisdiction over such claims and (3) without joinder separate courts issuing findings of facts and conclusions of law upon the same set of operative facts may produce contradictory and confusing results and (4) in consideration of res judicata, collateral estoppel, economy of the courts and uniformity of decision.

24. Plaintiff requests this Court order state court actions be joined before this Court, that state court plaintiff Carl Brunsting is joined in this Court as a co-plaintiff and that state court defendants be joined in this action as co-defendants for all claims, findings of facts and conclusions of law.

25. That the Securities Exchange Act violations alleged upon information and belief and the right of private claims implied therefrom be incorporated into the complaint before this Court.

---

<sup>6</sup> 28 USC 1367, The language of 1367(a) gives court's jurisdiction over joinder of parties when joinder is not within 1332.

26. That Defendants be ordered to produce before this court the wet signed original documents dated August 25, 2010 and December 21, 2010 alleged to have been signed by Nelva Brunsting.

27. Plaintiff so moves this court.

Respectfully submitted, April 29, 2013

---

Candace Louise Curtis  
1215 Ulfinian Way  
Martinez, CA 94553  
925-759-9020  
[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

Candace Louise Curtis	§	
Individually and as Co-Trustee	§	
Plaintiff,	§	
versus	§	CIVIL ACTION NO. 4:12-cv-00592
	§	Jury
Anita Kay Brunsting, et al.	§	
Defendants.	§	

**PLAINTIFF'S VERIFIED AFFIDAVIT IN SUPPORT OF AMENDED  
COMPLAINT AND IN SUPPORT OF APPLICATION FOR JOINDER**

This is an Addendum to my initial Affidavit and is to be considered as a continuation and not a replacement.

In my original Affidavit and Complaint I stated that all of the information in this case was uniquely in the possession of the Defendants, who had assumed the office of co-trustees. I also stated that there was no legitimate reason why my sisters would refuse to answer, account or even speak about the family trusts, either before or after the death of our Mother on November 11, 2011. They repeatedly insisted that I not discuss the trust with our brother Carl, who I believe is a proper successor co-trustee based upon the last instrument actually signed by both of our Parents.

After my request for information I received no current meaningful information and was forced to file suit on February 27, 2012 in order to compel answer and accounting. There was nothing else I could do to protect my beneficial interests. The action was dismissed in March 2012 and in April 2012 I received the first shocking evidence of impropriety and the reasons for all of the secrecy

became dreadfully apparent. They were stealing the family inheritance while our Mother was weakening and dying of cancer.

The Brunsting family trust assets lost value of more than half a million dollars in the last 15 months of our Mother's life, not including the lost income and dividends, or the tax liabilities created.

Primary amongst all of the ridiculous excuses for the Brunsting Defendants' self-dealing, comingling, and outright theft, was "that was a gift" from Mother. Anita had the audacity to claim that over \$40,000.00 in what appear to be her own personal credit card obligations, paid via electronic funds transfer directly from Mother's trust bank account, was justified by an imaginary compensation agreement she had with Mother for 2% of the value of the trust. The problems with that excuse are that none of them bothered to tell Carl or I before the fact, and because they are in a position of conflicting interests. Their failure to notice that they were accepting or taking anything unequally is the determining factor under which their conduct is judged.

In a March 2011 email from Anita<sup>1</sup> she says,

*"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... 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 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."*

---

<sup>1</sup> Plaintiff Exhibit 9 USCA5 p51

If Mother was no longer trustee and no longer had access to the trust, how did she gift anything from the trust? If Mother had instructed Vacek & Freed to make changes to the trust, why would Anita have to explain the changes to her?

Amy, Anita and Carole each had a duty to notify the other beneficiaries before accepting any unusual benefits from the trust and trust law, like property law, makes this very simple. Whether or not Defendants Amy and Anita were ever de jure or de facto trustees makes no difference. Because of the conflict of interest, taking from the trust without notifying those equally stationed and equally entitled is stealing, and we need look no further than the question of consent. They never noticed me of their acts, and their self-dealing and co-mingling are all tainted by constructive fraud.

**Let's talk about the original trust documents. Where are they?** Amy and Anita's attorney filed his objection to discovery with his exhibits electronically, just prior to the hearing on my application for injunction on April 9, 2013. I was provided with a copy of Mr. Vie's exhibits at the hearing and did not have an opportunity to review the exhibits then, nor the pleadings he had filed electronically just before the hearing, nor any of the 4,922 pages of "voluntary disclosure" contained on a CD Mr. Vie also gave me at the same time. Mr. Vie filed his objection to disclosure the morning of the injunction hearing and handed me the CD acknowledging the fact that even under discovery it was the last day for compliance.

Exhibit 1 contained major portions of the Irrevocable Life Insurance Trust, for which Anita was the sole trustee<sup>2</sup>. My original Affidavit addresses Anita's incompetence and infidelity regarding that trust. However, that trust is no longer in existence and is not part of this litigation.

---

<sup>2</sup> Plaintiff's original exhibit 24 (USCA5 Pages 90-156)

That exhibited document, the Irrevocable Life Insurance Trust, does not contain the signature page for the Irrevocable Life Insurance Trust at Article XI page 11-4, but it does contain portions from the 2005 Restatement of the Brunsting Family Living Trust beginning with Article XII and ending with the signature page, page 14-6, from the 2005 restatement<sup>3</sup>.

This alleged signature page is distinctly different from signature page 14-6 on the 2005 restatement<sup>4</sup> that I received as an email attachment from Anita on October 23, 2010. Plaintiff Exhibit 24 was received by US mail more than 12 months after Exhibit 29 was received as an email attachment. The obvious question here is why is there more than one alleged original signature page for the 2005 Restatement?

There are numerous other signature page anomalies that have to be addressed here. While this action was pending appeal it was brought to my attention that some of the 12 documents received from Anita Brunsting<sup>5</sup> via email<sup>6</sup> as pdf attachments, on October 23, 2010, contained different signatures from the signature pages on the hard copies of the alleged same documents received from Anita Brunsting by certified mail sometime around December of 2011.

Page 14-6 was the second anomaly discovered. The first anomaly brought to my attention was signature page 37 of the Qualified Beneficiary Designation<sup>7</sup> dated August 25, 2010. The copy I filed with the court was the one received October 23, 2010 via email, as a digital pdf, and the one received as a hard copy more than one year later was printed double sided, as mentioned in my original

---

<sup>3</sup> Plaintiff original Exhibit 24 Located at page 155 of the Record on Appeal in USCA5 12-20164

<sup>4</sup> Plaintiff Exhibit 29 Located at page 276 of the Record on Appeal in USCA5 12-20164

<sup>5</sup> Affidavit list of documents received USCA5 p.27, also emails @ Plaintiff exhibit 7 ROA-USCA5 p.42-47.

<sup>6</sup> The digital copies were received October 23, 2010 from akbrunsting@suddenlink.net and were emailed to occurtis@sbcglobal.net.

<sup>7</sup> Plaintiff Exhibit P-40 ROA USCA5 pgs. 363-399



Affidavit, when it was mistaken for a duplicate of Plaintiff Exhibit 40<sup>8</sup>. It is not a duplicate because the signature pages are different<sup>9</sup>.

My assistant Rik Munson is a retired senior network engineer, certified by both Novell (CNE/CNA) and Microsoft (MCSE). He conducted an analysis of the digital documents received October 23, 2010 and discovered what appeared to be digital signature stamps on nearly every signature page, indicating that these were not photo copies (or scanned copies) of original wet signed documents.

Based upon these anomalies thought to signify forgery and fraud, on November 26, 2012, in compliance with Title 18 §4, Munson filed complaint TCR1353937817850 with the Securities and Exchange Commission (SEC) alleging possible improper transfer of securities. This complaint was updated in January 2013 with TCR1360513046085 alleging forgery of documents used by Anita Brunsting to transfer various securities to accounts in her name and into the names of others.

In the midst of these two SEC complaints, Munson opened an online support ticket with Adobe Systems Incorporated<sup>10</sup>, the owner of the patent on the portable document format (pdf), and uploaded selected digital documents from the October 23, 2010 pdf attachments for further analysis.

Adobe Systems technical support confirmed Munson's belief that the signatures on the examined documents were scanned to pdf, stamped with a digital image of a signature, printed and then rescanned to digital pdf files.

After updating his TCR with the SEC, Munson called the corporate offices for Adobe Systems Incorporated in San Jose California, specifically requesting a top level information systems technical analysis of the digital documents for

---

<sup>8</sup> Plaintiff Exhibit 48

<sup>9</sup> Plaintiff Exhibit 47

<sup>10</sup> Plaintiff Exhibit 58

litigation purposes in this federal court suit. After receiving a call back from an Adobe engineer and following instructions to upload one of the suspicious files, Munson received a call back from the same engineer a couple days later. After an extended discussion it was determined that Munson's initial observation was most likely correct and that an examination of the original documents would be needed to verify their authenticity.

I then instructed Munson to obtain copies of the notary logs from Candace Kunz-Freed for August 25, 2010 and for December 21, 2010, which are public record. Upon request<sup>11</sup>, Freed's initial response was an indication of obfuscation<sup>12</sup> and we were forced to send a second request<sup>13</sup>. The log pages we received<sup>14</sup> raise a number of additional questions of document authenticity.

Since our brother Carl became ill in July 2010, my sisters have used various tactics to distract from their activities and to break down my relationships and communications, first with Carl and his family, and then with Mother<sup>15</sup>.

Consequently I did not receive any of the information obtained by Carl's attorney Bobbie Bayless eight or 9 months ago, until my assistant took it upon himself to contact her directly. On March 28, 2013, just twelve days before the injunction hearing, Carl's attorney was very gracious in sharing information.

Amongst the documents I was seeing for the first time was a forgery of my very own signature, two times, on an Exxon stock transfer form dated June 8, 2011<sup>16</sup>. The only way I know about this document now is because Bobbie Bayless obtained it from Computershare in Carl's petition for deposition before suit.

---

<sup>11</sup> Plaintiff Exhibit 61

<sup>12</sup> Plaintiff Exhibit 62

<sup>13</sup> Plaintiff Exhibit 63

<sup>14</sup> Plaintiff Exhibits 64 and 65

<sup>15</sup> Plaintiff Exhibit 67

<sup>16</sup> Plaintiff Exhibit 59

At the injunction hearing on April 9, 2013, the deadline for compliance with discovery, George Vie handed me a CD containing 4,922 Bates stamped documents. This is the same day he filed an objection to “Discovery” saying it was not due. Mr. Vie is apparently unaware that I am entitled to the same information as every other beneficiary, before any question of compelling disclosure by litigation enters into the equation. I am still trying to get some specific information.

Upon review of the CD, it is now crystal clear that Anita was an original successor trustee<sup>17</sup> and that she was removed by our Parents and replaced with Carl and Amy as successor co-trustees in the 2005 restatement<sup>18</sup>. It is also clear that Amy was removed by our Parents and replaced with Carl and me in the 2007 amendment<sup>19</sup>. What also seems apparent is that the only information we have validating Amy and Anita’s claim to have been returned to the office of successor co-trustee are documents of questionable authenticity.

Exhibit 51, received from Defendants, shows an account titled NELVA E BRUNSTING SURVIVORS TRUST AMY RUTH BRUNSTING TRTEE ANITA K BRUNSTING TRTEE U/A 11/22/2011. Mother died 11/11/11. Why was a new survivor’s trust created eleven days after the demise of the surviving grantor?

Exhibits 55-57 contain an article and advertisements from the Vacek.com website promising everything he did not deliver in this case.

Exhibit 60 shows Anita verifying her net worth excluding her primary residence at 1.7 Million Dollars, and her occupation as a homemaker, for purposes of trading in Edward Jones securities.

---

<sup>17</sup> Plaintiff Exhibit 66

<sup>18</sup> Plaintiff Exhibit 29 USCA5 p178-279

<sup>19</sup> Plaintiff Exhibit 35 USCA5 321-322

Respectfully submitted,

---

Candace Louise Curtis  
1215 Ulfinian Way  
Martinez, CA 94553  
925-759-9020  
[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)

I, the undersigned affiant Candace Louise Curtis, declare and state under penalty of perjury that the statements made herein and those made in my amended complaint are true, correct and based upon personal knowledge except for those things alleged upon information and belief and as to those things, I believe they are true as well.

---

Candace Louise Curtis

I, the undersigned affiant Rik Munson, declare and state under penalty of perjury that the statements made by Mrs. Curtis herein regarding the matters stated are true and correct as they relate to my activities.

---

Rik Munson





**From:** Candace Curtis (occurtis@sbcglobal.net)  
**To:** occurtis@sbcglobal.net;  
**Date:** Sat, February 18, 2012 11:29:12 AM  
**Cc:**  
**Subject:** Fw: New Development

----- Forwarded Message -----

**From:** Anita Brunsting <akbrunsting@suddenlink.net>  
**To:** Candace Curtis <occurtis@sbcglobal.net>; Amy <at.home3@yahoo.com>; Carole Brunsting <cbrunsting@sbcglobal.net>  
**Sent:** Tue, March 8, 2011 7:15:32 PM  
**Subject:** RE: New Development

I got the same TM from Tino. I hesitate to promise them anything in writing about money. Rather than a monthly payment, I would rather grant them a certain amount each year, but only through the direct payment of their bills - for example; mom could gift Carl \$13,000/year, but only if they send me the bill statements to pay directly, and only for bills for living/medical expenses - when the trust has paid \$13,000 in bills for the year, that's the end of the money for that year. We could ask them to sign for this money against his inheritance, but then we'd have another form that we'd have to get them to sign (probably notarized), and as we don't know if she's had Carl declared incompetent, the validity of any form he signs might be questionable.

I do like the idea of a letter telling Drina that she may have no contact w/ mom (physical, verbal, visual, phone or electronic means) and she is not to enter mom's house. She can bring Carl to visit mom, but she must remain outside the house - any violation of this letter will be considered harassment and the police will be called if she does not comply. I would also like to add in the letter that Carl's inheritance will be put into a Personal Asset Trust for his care and living expenses - I think this information might be enough to tip her hand.

I would also like to ask Candace, what this letter would do for us legally - like if we did end up calling the police would the letter lend any credence to our case?

I won't do anything until we can come upon an agreement as what to do - I can also write this letter in the role of mom's power of attorney (which she signed last year).

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 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 naive regarding the lengths to which Drina may go through to get Carl's inheritance.



**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

**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

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.

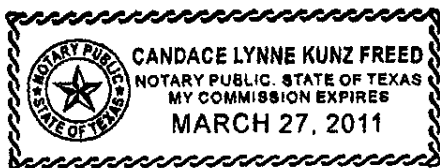
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary


**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

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.

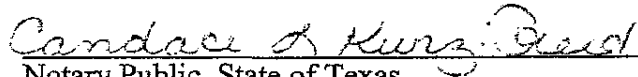
  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Beneficiary

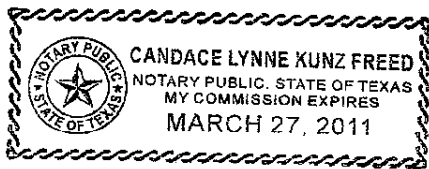
**ACCEPTED** and effective on August 25, 2010.

  
\_\_\_\_\_  
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



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.)

AGREED AND UNDERSTOOD

3/11/11, 2011:

*Nelva E. Brunsting*

NELVA E. BRUNSTING, Grantor and Founder, under the  
BRUNSTING FAMILY LIVING TRUST, dated October 10,  
1996, as amended

AGREED AND UNDERSTOOD

March 10, 2011:

*Anita Brunsting*

Anita Brunsting, Trustee, under the BRUNSTING FAMILY  
LIVING TRUST, dated October 10, 1996, as amended

EXHIBIT  
P-49

## Section M. Generation Skipping Transfers

The 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.

We, ELMER H. BRUNSTING and NELVA E. BRUNSTING, attest that we execute this irrevocable trust agreement and the terms thereof will bind us, our successors and assigns, our heirs and personal representatives, and any Trustee of this trust. We approve this irrevocable trust agreement in all particulars and request the Trustee to execute it. This instrument is to be effective upon the date recorded immediately below.

Dated: February 12, 1997

  
ELMER H. BRUNSTING, Founder

  
NELVA E. BRUNSTING, Founder

  
ANITA KAY RILEY, Trustee

NELVA E BRUNSTING SURVIVORS TRUST  
 AMY RUTH BRUNSTING TRTEE  
 ANITA K BRUNSTING TRTEE U/A 11/22/2011

Page 2 of 4  
 Statement Period  
 01-10-12 through 02-07-12  
 B 05 E I E P I 5

Account Number: 5860 2756 3523

**Regular Checking Additions**

<b>Deposits and Other Additions</b>	<b>Date Posted</b>	<b>Amount(\$)</b>
Deposit	01-11	6,215.87
<b>Total Deposits and Other Additions \$6,215.87</b>		

**Regular Checking Subtractions**

<b>Check #</b>	<b>Posting Date</b>	<b>Amount(\$)</b>	<b>Check #</b>	<b>Posting Date</b>	<b>Amount(\$)</b>
111	01-25	425.94	113*	01-23	740.77
<b>Total Checks Posted \$1,166.71</b>					

\* Gap in sequential check numbers.

<b>Other Subtractions</b>	<b>Date Posted</b>	<b>Amount(\$)</b>
Hc Prop Tax Des:hcpt1000 ID:b-0985600000031 Indn:Nelva Brunsting Surviv Co ID:40223600 Ppd	01-19	1,285.05
Stream Energy-TX Bill Payment	01-20	59.96
AT&T Bill (Sbc-AR,KS,MO,OK,TX) Bill Payment	01-31	86.00
Bank Of America Credit Card Bill Payment	02-02	269.84
<b>Total Other Subtractions \$1,700.85</b>		

**Daily Balance Summary**

<b>Date</b>	<b>Balance(\$)</b>	<b>Date</b>	<b>Balance(\$)</b>	<b>Date</b>	<b>Balance(\$)</b>
Beginning	18,740.79	01-20	23,611.65	01-31	22,358.94
01-11	24,956.66	01-23	22,870.88	02-02	22,089.10
01-19	23,671.61	01-25	22,444.94		

**EXHIBIT  
 P-51**



12555 Manchester Road  
St. Louis, MO 63131-3710  
www.edwardjones.com

**Edward Jones**

November 22, 2011

ANITA KAY BRUNSTING TTEE  
U/A DTD 10/10/1996  
NELVA E BRUNSTING SURVIVORS TR  
NELVA E BRUNSTING  
203 BLOOMINGDALE CIRCLE  
VICTORIA TX 77904-3049

NC\_W

Account: 653-13555-1-6

**WIRED FUNDS WITHDRAWAL NOTIFICATION**

In our ongoing efforts to achieve quality, accuracy and protect your assets, this letter is being provided to confirm activity that recently occurred in your account. If the following information is correct, no further action is necessary.

Wired funds were issued from your account.

Date	November 21, 2011
Bank Name	BANK OF AMERICA NT AND SA NEW
Bank Account Registration	ANITA KAY BRUNSTING TTEE
Amount	\$25,112.57
Fees	\$25.00

This letter is intended to confirm the above specific activity and may not reflect all transactions for a given date. Please refer to your monthly statement for a complete transaction listing.

If this information is correct, no further action is necessary. If this information does not match your records, please direct inquiries to:

Client Relations Department  
Phone Number: 1-800-803-3333  
Monday - Friday 7 a.m. - 7 p.m. Central

Thank you for allowing Edward Jones to assist with your financial needs.

Sincerely,

Client Relations

**EXHIBIT**  
**P-52**

BRUNSTING002439



13099 001 SCM999 I 4 0

ELMER H BRUNSTING DECEDENTS TRUST  
ANITA K BRUNSTING TRTEE  
AMY RUTH BRUNSTING TRTEE U/A 10/10/1996  
203 BLOOMINGDALE CIR  
VICTORIA, TX 77904-3049


Our Online Banking service allows you to check balances, track account activity and more.  
**With Online Banking you can also view up to 18 months of this statement  
online and even turn off delivery of your paper statement.**  
Enroll at [www.bankofamerica.com](http://www.bankofamerica.com).

**Customer Service Information**  
[www.bankofamerica.com](http://www.bankofamerica.com)

For additional information or service, you may call:

 1.800.432.1000 Customer Service  
1.800.288.4408 TDD/TTY Users Only  
1.800.688.6086 En Español

Or you may write to:

 Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

**Deposit Accounts**

**Regular Checking**

ELMER H BRUNSTING DECEDENTS TRUST ANITA K BRUNSTING TRTEE  
AMY RUTH BRUNSTING TRTEE U/A 10/10/1996

**Your Account at a Glance**

Account Number	5860 2756 3536
Beginning Balance on 11-22-11	\$ 0.00
Deposits and Other Additions	+ 381.32
<b>Ending Balance on 12-12-11</b>	<b>\$ 381.32</b>

**Regular Checking Additions**

<b>Deposits and Other Additions</b>	<b>Date Posted</b>	<b>Amount(\$)</b>
Deposit	11-22	381.32
<b>Total Deposits and Other Additions</b>		<b>\$381.32</b>

**EXHIBIT**  
**P-53**

NELVA E BRUNSTING SURVIVORS TRUST  
 AMY RUTH BRUNSTING TRTEE  
 ANITA K BRUNSTING TRTEE U/A 11/22/2011

Page 2 of 4  
 Statement Period  
 03-10-12 through 04-09-12  
 B 05 E I E P I 5

Account Number: 5860 2756 3523

### Regular Checking Additions

Deposits and Other Additions	Date Posted	Amount(\$)
Deposit	03-12	100.00
Online Banking transfer from Chk 3536 Confirmation# 4049713782	03-12	10,000.00
Deposit	03-13	10,040.00
Deposit	03-13	10,000.00
Deposit	03-13	237.16
Deposit	03-14	433,129.32
Deposit	03-23	162.73

**Total Deposits and Other Additions \$463,669.21**

### Regular Checking Subtractions

Check #	Posting Date	Amount(\$)	Check #	Posting Date	Amount(\$)
116	03-19	2,175.00	118*	03-21	14.80

**Total Checks Posted \$2,189.80**

\* Gap in sequential check numbers.

Service Charges and Other Fees	Date Posted	Amount(\$)
Returned Item Chargeback Fee	03-16	12.00

**Total Service Charges and Other Fees \$12.00**

Other Subtractions	Date Posted	Amount(\$)
Online Banking transfer to Chk 3536 Confirmation# 1875543361	03-14	20,000.00
Cpenergy Entex Des:Cpe ACH Check #:0117 Indn:000003850291 Co ID:9413994001 Arc	03-15	158.09
Return Item Chargeback	03-16	70.30
Stream Energy-TX Bill Payment	03-26	39.19

**Total Other Subtractions \$20,267.58**

### Daily Balance Summary

Date	Balance(\$)	Date	Balance(\$)	Date	Balance(\$)
Beginning	5,035.86	03-15	448,384.25	03-23	446,274.88
03-12	15,135.86	03-16	448,301.95	03-26	446,235.69
03-13	35,413.02	03-19	446,126.95		
03-14	448,542.34	03-21	446,112.15		

**EXHIBIT  
P-54**

BRUNSTING000074

## Are you **CONCERNED** about **PROTECTING YOUR ESTATE and YOUR BENEFICIARIES?**

**If your estate plan is out of date or based on a simple will (or no will at all), you should review and update it. But first, attend this free seminar, especially if you:**

- Have a **handicapped or disabled child** or other beneficiary
- Have a child who is **not a good money manager**
- Have a **successful child** who has a sizable net worth
- Have a child whose **marriage is rocky**
  - Are in **poor health** and concerned about who will make decisions
- **Own real estate** in several counties or states
  - **Own property in joint tenancy**
  - Want to know how to **avoid guardianships**
- Have both **community and separate property issues**
  - Have **children by a prior marriage**
- Are concerned about **in-laws and step-children**
  - Have **large tax-deferred accounts** (IRA's, Annuities, etc.)
- Don't want **HIPAA to sabotage** your estate plan
- Want to **protect you and your assets and property** from outsiders who might want to take them away from you
- Want to **minimize death taxes** on taxable estates

### COMMENTS FROM PREVIOUS ATTENDEES ABOUT THE PRESENTATION

"Very excellent presentation-spiced with interesting examples and anecdotes", D.L.C,  
Houston, TX

"Well organized, informative, useful and practical seminar presented in an interesting and even entertaining manner!", L.A.H., Baytown, TX

"Very well done, interesting and educational – time passed by so fast - Great, Thanks!",  
J.K.M., Hempstead, TX

"This was incredibly enlightening. An excellent presentation, thank you for opening this to the public."  
A.P., Houston, TX

"Sure wish I'd had this seminar before I had my trust created. Excellent presentation and Q & A",  
J.B., Baytown, TX

“...excellent presentation—spiced with interesting examples and anecdotes.” D.L.C., Houston, TX

# SAFEGUARD YOUR ESTATE!

## AVOID COMMON AND COSTLY MISTAKES MANY PEOPLE MAKE

Learn how a properly designed estate plan can protect from:

- Forcing your family through **court** if you are *disabled*
- Forcing your family through **court** if you *die*
- Falling prey to the uncertainty of the new “permanent” death tax law
- Failing to **protect your beneficiaries from predators** who want to take their inheritance away from them (divorce, lawsuits, creditors, etc.)
- Allowing **HIPAA to sabotage** your estate plan
- Failing to assure that your beneficiaries take advantage of the **maximum income tax “stretch out”** and protecting your loved ones from **losing your IRA** to divorce, lawsuits, creditors, etc.
- Failing to **protect you and your assets and property** from outsiders who might want to take them away from you
- Failing to **minimize death taxes** on taxable estates



Mr. Vacek is Board Certified as a specialist in Estate Planning and Probate Law by the Texas Board of Legal Specialization

Act Now! Space is Limited • Call 281-531-5800 To Reserve Your Seat

Attorney Albert E. Vacek, Jr. has practiced estate planning for over 41 years and has designed and prepared customized estate plans for over 9,000 people. *It's no coincidence that many families have turned to his law firm to set up their trust or upgrade their original trust when they wanted greater asset protection for their loved ones!*

You'll definitely want to hear what he has to say - - and take action soon

Thursday, March 21 at 7:00 pm or Saturday, March 23 at 10:00 am  
**EMBASSY SUITES (I-10 and Kirkwood)**  
 11730 Katy Freeway  
 Houston, Texas 77079

Vacek & Freed, PLLC

Attorneys at Law

Phone: 281.531.5800 1.800-229-3002

11777 Katy Freeway, Suite 300 South, Houston, Texas 77079

www.vacek.com



## 'In terrorem' clause is one way to cut heir out of will

By ALBERT E. VACEK JR.  
HOUSTON CHRONICLE

Nov. 6, 2009, 10:42PM

Curry Glassell, the daughter of oilman and arts benefactor Alfred Glassell, is disputing his last will in a high-profile Houston court battle that will have serious consequences for Houston's arts groups as well as for the Glassell family. One of the issues at stake is what is called an "in terrorem" clause in the will (also known as a forfeiture clause) that provides that anyone who contests the will is to lose whatever bequest has been granted to him or her — hence, the "terror" that will result if one does not follow the directives of the will. The will of the recently and tragically deceased John O'Quinn also contains a no contest clause.

Many people who are not specialists in estate planning law would tend to take such a clause at face value and believe that, if their lawyer includes such a clause in their will, their chosen heirs will be protected forever from the possibility of litigation challenging the will. Unfortunately, this is not the case.

An "in terrorem" clause sounds great and offers apparent reassurance to those who rely on a will, but it is no panacea. In fact, a new Texas law that went into effect on June 19, 2009, reduces the effectiveness of these clauses even further by clarifying that they do not apply if an attack on the will is made and maintained in good faith and on the basis that probable cause exists. On the other hand, an "in terrorem" clause may still apply if a lawsuit challenging a will is deemed to be just a frivolous nuisance suit designed to extort more money from the beneficiaries.

Unhappy heirs or potential heirs who decide to challenge a will often do so either on the basis that the testator was unduly influenced by a beneficiary, or that he or she was suffering from diminished capacity at the time the will was made and did not really know

what he was doing — as in the recent New York case involving the estate of wealthy socialite and philanthropist Brooke Astor. In that case, the jury agreed with prosecutors that Brooke Astor's son took advantage of her reduced mental capacity to trick her into changing her will to his benefit.

There are other, better ways to protect a will from a challenge than just relying on an "in terrorem" clause. One method is to, in a sense, buy off a potential challenger by leaving him or her something of value so that he or she will be tempted to take the money rather than file a lawsuit and await the uncertain outcome of litigation.

Another tactic is for the testator (the person making the will) to be entirely frank with heirs and potential heirs while he or she is still alive, and let them know exactly what to expect, so there will be no nasty surprises or disappointment down the road. If a potential heir is to be disinherited or left very little in comparison to others, the will should state that fact plainly, so that a challenger cannot claim that the testator was not in his or her right mind and simply forgot about his oldest son or youngest grandchild. Such a clause might state that the testator had adequately provided for the heir during his lifetime, or that he is leaving the potential heir some small amount, or even that the potential heir is to receive nothing, in the words of the infamous Leona Helmsley will, "for reasons well known to them."

In every case, all the required formalities should be carefully observed, such as, for example, making sure the will is signed in the presence of impartial witnesses. It's also a good idea for any testator to design and execute a plan to provide for heirs well in advance of serious illness and death so there can be little question later that he or she didn't know what he was doing.

Testators should also consider a living trust as a

**EXHIBIT  
P-57**



valuable tool to minimize the possibility of a contest. Typically, living trusts are harder to contest than wills.

Few testators have \$500 million to bequeath, as did Alfred Glassell, or the many millions probably involved in the John O'Quinn estate.

But whatever amount a testator may have to leave to loved ones, whether large or small, a proper will should include every possible protection to ensure that his or her wishes will be observed.

*Vacek is a board-certified estate planning and probate attorney who has been practicing in Houston for more than 38 years.*

**EXHIBIT**  
**P-57\_2 of 2**

- [More company info \(www.adobe.com/aboutadobe/?promoid=JZPLK\)](http://www.adobe.com/aboutadobe/?promoid=JZPLK)

[Buy \(www.adobe.com/products/catalog/software.\\_sl\\_id-contentfilter\\_sl\\_catalog\\_sl\\_software\\_sl\\_mostpopular.html?promoid=KAWQN\)](http://www.adobe.com/products/catalog/software._sl_id-contentfilter_sl_catalog_sl_software_sl_mostpopular.html?promoid=KAWQN)

- [For personal and professional use \(www.adobe.com/products/catalog/software.html?marketSegment=COM&promoid=KAWQO\)](http://www.adobe.com/products/catalog/software.html?marketSegment=COM&promoid=KAWQO)
- [For students, educators, and staff \(www.adobe.com/products/catalog/software.\\_sl\\_id-contentfilter\\_sl\\_catalog\\_sl\\_education\\_sl\\_alledu.html?marketSegment=EDU&showEduReq=no?promoid=KAWQP\)](http://www.adobe.com/products/catalog/software._sl_id-contentfilter_sl_catalog_sl_education_sl_alledu.html?marketSegment=EDU&showEduReq=no?promoid=KAWQP)
- [For small and medium businesses \(www.adobe.com/products/small-business-pricing/software-catalog.html?marketSegment=COM&promoid=JOLJE\)](http://www.adobe.com/products/small-business-pricing/software-catalog.html?marketSegment=COM&promoid=JOLJE)
- [Volume Licensing \(www.adobe.com/volume-licensing.html?promoid=KAWQQ\)](http://www.adobe.com/volume-licensing.html?promoid=KAWQQ)
- [Special offers \(www.adobe.com/products/discount-software-coupons.html?promoid=KAWQR\)](http://www.adobe.com/products/discount-software-coupons.html?promoid=KAWQR)
- [Adobe Marketing Cloud sales \[opens in a new window\]](#)

[Welcome, Rik Munson \(www.adobe.com/account.html\)](http://www.adobe.com/account.html)

[My cart \(www.adobe.com/go/gnav\\_mycart\\_en\\_us\)](http://www.adobe.com/go/gnav_mycart_en_us)

[Privacy \(www.adobe.com/privacy.html\)](http://www.adobe.com/privacy.html) [My Adobe \(www.adobe.com/go/gnav\\_myadobe\\_en\\_us\)](http://www.adobe.com/go/gnav_myadobe_en_us)

[Adobe \(www.adobe.com/go/gnav\\_adobe\\_logo\\_en\\_us\)](http://www.adobe.com/go/gnav_adobe_logo_en_us)

[Products \(www.adobe.com/go/gnav\\_products\\_en\\_us\)](http://www.adobe.com/go/gnav_products_en_us) [Sections \(www.adobe.com#\)](http://www.adobe.com/#) [Buy \(www.adobe.com/go/gnav\\_store\\_en\\_us\)](http://www.adobe.com/go/gnav_store_en_us) [Search \(www.adobe.com/go/gnav\\_search\)](http://www.adobe.com/go/gnav_search)

[Sign in \(www.adobe.com/cfusion/membership/index.cfm?loc=en\\_us&nl=1\)](http://www.adobe.com/cfusion/membership/index.cfm?loc=en_us&nl=1) [Privacy \(www.adobe.com/privacy.html\)](http://www.adobe.com/privacy.html) [My Adobe \(www.adobe.com/go/gnav\\_myadobe\\_en\\_us\)](http://www.adobe.com/go/gnav_myadobe_en_us)

# Customer Support Portal

Rik Munson, 1600 Riviera drive Walnut Creek, Walnut Creek

## Recent activity

Updated	
2/22/13	Case #0184064797: general info (www.adobe.com/cfusion/support/index.cfm?event=casedetail&id=0184064797&loc=en_us) <b>Withdrawn</b>
12/5/12	Case #0183862056: Chat:issue with Digital Signing the PDF (www.adobe.com/cfusion/support/index.cfm?event=casedetail&id=0183862056&loc=en_us) <b>Withdrawn</b>

### Self-Help Resources

[Adobe Flash Player support \(www.adobe.com/http://www.adobe.com/support/flashplayer/\)](http://www.adobe.com/http://www.adobe.com/support/flashplayer/)

[Adobe Reader support \(www.adobe.com/http://www.adobe.com/support/reader/\)](http://www.adobe.com/http://www.adobe.com/support/reader/)

[Download and installation \(www.adobe.com/http://www.adobe.com/support/download-install/index.html\)](http://www.adobe.com/http://www.adobe.com/support/download-install/index.html)

[Activation and deactivation \(www.adobe.com/http://www.adobe.com/activation/index.html\)](http://www.adobe.com/http://www.adobe.com/activation/index.html)

[Check the status of an order \(www.adobe.com/http://adobe.com/go/orderstatus\)](http://adobe.com/go/orderstatus)

[Search the knowledgebase \(www.adobe.com/http://www.adobe.com/go/gntray\\_supp\\_kb\)](http://www.adobe.com/http://www.adobe.com/go/gntray_supp_kb)

**EXHIBIT  
P-58**



# Computershare

Computershare  
P.O. Box 43078  
Providence, RI, 02940-3078

+

## New Holder/Recipient Information

### Account 1

Account Type	Individual	Shares to Transfer	160	
Holder		SSN/EIN	457-25-1860	
First Name	Anita	Middle Initial		
Last Name	Brunsting			
Street Address	203 Bloomingdale Circle			
City	Victoria	State	TX	Zip 77904


\*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.

**Certification:** Under penalty of perjury, I certify that (1) the number shown on this form is my correct Taxpayer identification number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

**Certification Instructions:** You must cross out item (2) in the above paragraph if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of Holder	Date (mm/dd/yyyy)
	06/07/2011

**Investment Plan Enrollment -** The shares being transferred to you were enrolled by the prior owner in the Company's investment plan. The terms and conditions of the plan are available online or by calling us at the number listed on the reverse side of this form. By signing below, you agree to keep the shares in the plan and to be bound by the plan's terms and conditions. **NOTE: IF THE PLAN PROVIDES FOR REINVESTMENT OF DIVIDENDS, SHARES HELD IN THE PLAN WILL BE SUBJECT TO FULL REINVESTMENT.** If you do not sign below, whole shares will be placed in DR5 book entry form and not enrolled in the plan and a check will be mailed to you for any fractional shares.

Signature of New Holder/Recipient	Date (mm/dd/yyyy)
	06/07/2011


### Account 2

Account Type	Individual	Shares to Transfer	160	
Holder		SSN/EIN	509-56-6240	
First Name	Candace	Middle Initial		
Last Name	Curtis			
Street Address	1215 Ulfian Way			
City	Martinez	State	CA	Zip 94553

\*Form W-9: This section must be signed by the NEW HOLDER/RECIPIENT, as shown above, whose SSN/EIN is entered above.

**Certification:** Under penalty of perjury, I certify that (1) the number shown on this form is my correct Taxpayer identification number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person.

**Certification Instructions:** You must cross out item (2) in the above paragraph if you have been notified by IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of Holder	Date (mm/dd/yyyy)
	06/08/2011

**Investment Plan Enrollment -** The shares being transferred to you were enrolled by the prior owner in the Company's investment plan. The terms and conditions of the plan are available online or by calling us at the number listed on the reverse side of this form. By signing below, you agree to keep the shares in the plan and to be bound by the plan's terms and conditions. **NOTE: IF THE PLAN PROVIDES FOR REINVESTMENT OF DIVIDENDS, SHARES HELD IN THE PLAN WILL BE SUBJECT TO FULL REINVESTMENT.** If you do not sign below, whole shares will be placed in DR5 book entry form and not enrolled in the plan and a check will be mailed to you for any fractional shares.


Signature of New Holder/Recipient	Date (mm/dd/yyyy)
	06/08/2011

EXHIBIT  
P-59

Page 2 of 2

+



072369 ECV001B4  
ANITA KAY BRUNSTING TTEE  
U/A DTD 10/10/1996  
ELMER H BRUNSTING DECEDENTS TR  
203 BLOOMINGDALE CIRCLE  
VICTORIA TX 77904-3049

May 22, 2012

Thank you for continuing to let Edward Jones help you prepare for your financial future. In order to provide you with quality service, we are required to verify the information we have on file related to this account. This helps Edward Jones better assist you in making financial decisions.

We're contacting you because either your financial advisor recently updated your account information or it has been three years since we last verified your information.

Please review the enclosed pages, which list your account information. If the information is correct, you do not need to return this letter. However, if changes are needed, please print the new information on the attached pages and sign and return them in the postage-paid return envelope or fax to 877-888-0981 so that we can update our records. **Please do not enclose cash, checks or other securities with this letter.** Please note that any information you share with Edward Jones is confidential. For more information on our privacy policy, please visit [www.edwardjones.com](http://www.edwardjones.com). We have also enclosed information titled "Account Safety" that provides helpful reminders for maintaining account records.

As the primary account holder, you will receive all correspondence. You may elect to access all your Edward Jones accounts, updated every day with the latest information, through Edward Jones Online Account Access. This free service, available at [www.edwardjones.com](http://www.edwardjones.com), allows you to select electronic delivery for certain types of information, specifically statements, proxies, etc.

Again, thank you for your business and your confidence in Edward Jones. We look forward to serving your investment needs.

Sincerely,

Ronald L. Gorgen  
Principal, Compliance Division

EXHIBIT  
P-60\_1 of 4

BRUNSTING003982



This page intentionally left blank.

**EXHIBIT**  
**P-60\_2 of 4**

BRUNSTING003983

Account Type: TRUST  
Account Number: 653-13579  
Branch Number: 06539

Date: May 22, 2012

Enter current information for all persons listed on the account. Please sign and return in the postage-paid envelope or fax to 877-888-0981 only those pages requiring updates to the information you see printed. For your protection, do not enclose cash, checks, securities or other material.

1. **Name and MAILING Address (first, middle, last):**

ANITA KAY BRUNSTING TTEE  
U/A DTD 10/10/1996  
ELMER H BRUNSTING DECEDENTS TR  
203 BLOOMINGDALE CIRCLE  
VICTORIA TX 77904-3049

2. **Account Objectives** (see definition of terms):

You have selected an Edward Jones Advisory Solutions - Fund Model account. Your account objectives were determined by information provided when you completed the Advisory Solutions Investment Objective Questionnaire and are contained on your Advisory Solutions Client Agreement. If you do not believe you have selected an Edward Jones Advisory Solutions - Fund Model account, or your objectives have changed, please make a note on this letter and return in the postage paid envelope.

3. **Net Worth** (must exclude value of primary residence):

\$1,700,000

4. **Annual Income:**

\$64,000

5. **Prior Investment Experience** (see definition of terms):

(4) Extensive Experience

\*6. **Risk Profile** (see definition of terms):

(3) MODERATE

7. **Approximate dollar amount of assets held in the account expected to be withdrawn within three years:**

\$0

\*8. **Investment Time Horizon** (see definition of terms):

(C) 6-10 Years

9. **Is any account holder:**

a. an Edward Jones employee or related to an Edward Jones employee? NO

b. employed or related to someone employed by an NYSE (New York Stock Exchange) member financial institution? NO

c. employed or related to someone employed by an NASD (National Association of Security Dealers) member financial institution? NO

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT

P-60\_3 of 4

BRUNSTING003984





Account Type: TRUST  
Account Number: 653-13579  
Branch Number: 06539

Date: May 22, 2012

**Enter current information for all persons listed on the account. Please sign and return in the postage-paid envelope or fax to 877-888-0981 only those pages requiring updates to the information you see printed. For your protection, do not enclose cash, checks, securities or other material.**

1. **Legal Name & Home Address, no PO Box:**  
(first, middle, last)

ANITA KAY BRUNSTING

203 BLOOMINGDALE CIRCLE

VICTORIA, TX 779043049

2. **Date of Birth:** 08/07/1963

3. **Home Telephone Number:** 361-550-7132

4. **Current Occupation:** HOMEMAKER

5. **Current Employer Name:** NA

Client's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT**  
**P-60\_4 of 4**

Rik Munson  
218 Landana Street  
American Canyon CA 94503

To  
Candace Kunz-Freed  
14800 St Marys Ln Ste 230  
Houston, Tx 77099

Tuesday, December 11, 2012  
Certified Mail #7012 2210 0000 1342 6586

Dear Ms. Kunz- Freed

I will need to see your notary log book entries for August 25, 2010 and for December 21, 2010.

According to the Secretary of State the maximum fee is fifty cents per page. I am enclosing a money order for \$10.00 as a deposit for fees along with a self addressed return envelope with postage fully prepaid.

If the number of pages exceeds 20 please notify me that I may make the necessary fee adjustment.

Respectfully

Rik Munson  
218 Landana St  
American Canyon CA 94503

**EXHIBIT**  
**P-61**

## 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](mailto:consult@vacek.com)

December 19, 2012

Mr. Rik Munson  
218 Landana St.  
American Canyon, CA 94503

Dear Mr. Munson:

I am in receipt of your request for copies of my notary pages that correspond to book entries for August 25, 2010 and December 21, 2010. Unfortunately, I am unable to fulfill your request for said copies in order to protect the privacy and maintain the confidentiality of my other clients who also signed documents those dates and thus signed my notary book. If you will be so kind as to identify the specific client for whom you are interested in obtaining these public records, then I will redact the other clients' names and personal information with which you are not concerned.

Enclosed you will find your envelope and money order, which are being returned to you. Please note that any check payable to me for a copy of my notary records should be made payable to the law firm, VACEK & FREED, PLLC. There are four (4) pages total that correspond to these dates you request, so please remit payment of \$2.00 for these copies. Finally, note that we have moved offices and our current office address is as identified in the letterhead above.

Sincerely,



Candace L. Kunz-Freed

CLF/sp  
Enclosures

**EXHIBIT**  
**P-62**

Rik Munson  
218 Landana Street  
American Canyon CA 94503

To  
Candace Kunz-Freed  
11777 Katy Freeway Ste 300 S.  
Houston, Tx 77079

cc: John Steen  
Notary Public Unit  
Secretary of State  
P.O. Box 13375  
Austin, Texas 78711-3375

Certified Mail #7012 2210 0000 1342 6593

Dear Ms. Kunz- Freed

You recently responded to certified mail letter 7012 2210 0000 1342 6586, wherein I requested copies of your notary log book entries for August 25, 2010 and for December 21, 2010.

I received a reply on December 24, 2012 in which you expressed concerns over the privacy of certain of your clients. You further intimated that any check payable for a copy of your notary records should be made payable to the law firm, VACEK & FREED, PLLC.

Ms. Freed your Texas State Bar Association number is 24041282 and your Texas state Notary ID is 126053214. I should not have to instruct you on the notary laws in Texas. You renewed your Notary license when it expired in March 2011 and the address you gave to the Secretary of State is 14800 St Marys Ln, Ste 230, Houston, TX 77099. If this is not correct please update your information with the Secretary so that it is correct.

The Secretary of State has addressed your concerns and long since posted the information on the government's website for all to see<sup>1</sup>. The notary book belongs to the notary public. The employer is not the owner of a notary's record book or

---

<sup>1</sup> <http://www.sos.state.tx.us/statdoc/forms/notary-public-ed-info.pps>

**EXHIBIT**  
**P\_63**



seal, even if the employer paid for the materials. Tex. Atty. Gen. Op. GA-0723. A Texas notary public is required by law to maintain a record book containing information on every notarization performed and is required to authenticate every official act with the seal of office. The record book is public information and a notary is required to produce copies of the book upon request. Therefore, the book and seal should remain in the possession of the notary at all times.

The Attorney General Opinion cited above may be found on the Attorney General's website<sup>2</sup>. For more information on the records of notaries public, consult the Secretary of State. As their FAQ says, Texas notaries public are governed by Chapter 406 of the Government Code<sup>3</sup>, Chapter 121 of the Civil Practice and Remedies Code<sup>4</sup> and the secretary of state's administrative rules found in 1 Texas Administrative Code Chapter 87<sup>5</sup>, as well as other applicable state and federal laws.

Under section 406.014 of the Texas Government Code, a notary public is required to maintain a record book which includes the following information:

1. Date of each instrument notarized;
2. Date of the notarization;
3. Name of the signer, grantor or maker;
4. Residence of the signer, grantor or maker;
5. Whether the signing party was personally known, identified by a governmental identification card, or was introduced and the name of the introducing party;
6. Name and residence of the grantee; and Brief description of the instrument.

These requests concern any and all log book pages containing entries for August 25, 2010 and all log book pages containing entries for December 21, 2011. Please also inform me of the number of pages and the cost to produce copies of your notary log from June 1, 2010 through April 15, 2012 inclusive.

Please be advised that this request is being made on behalf of John Q. Public who is the owner of the information in the requested public records. Both the object and the subject of these requests are the official acts entered by the Notary Public Candace Kuntz-Freed as evidenced by the notary log required by the Texas Government Code cited above. The law requires the notary to produce copies of the public records containing the legally required information without redaction.

---

<sup>2</sup> <https://www.oag.state.tx.us/opinions/opinions/50abbott/op/2009/htm/ga-0723.htm>

<sup>3</sup> <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.406.htm>

<sup>4</sup> <http://www.statutes.legis.state.tx.us/Docs/CP/htm/CP.121.htm>

<sup>5</sup> [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=4&ch=87](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=4&ch=87)

**EXHIBIT**  
**P-63**

If Mr. Public experiences any further difficulties in obtaining a suitable reply to this request he will file a notary complaint. If you have any further reservations in complying with this request I suggest you might direct your questions and concerns directly to Texas Secretary of State John Steen.

According to the Secretary the maximum fee is fifty cents per page. I am enclosing the same money order for \$10.00 as a deposit for fees along with a self addressed return envelope with postage fully prepaid. Payment is made to Candace Kunz-Freed the Notary Public to whom these requests are made and not to the law firm of Vacek & Freed having nothing to do with these requests.

If the number of pages exceeds 20 please notify me that I may make the necessary fee deposit adjustments.

I will expect your compliance with this inquiry within fifteen days of your receipt of this second request as required by Texas state law.

Respectfully

Rik Munson  
218 Landana St  
American Canyon CA 94503

**EXHIBIT**  
**P-63**

## 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](mailto:consult@vacek.com)

January 15, 2013

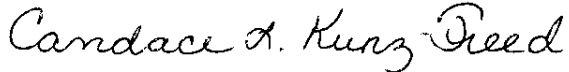
Mr. Rik Munson  
218 Landana St.  
American Canyon, CA 94503

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

CLF/sp  
Enclosures

**EXHIBIT**  
**P-64**

	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 Crates	X Shelley Crates	14311 Islandwoods Dr, Houston, TX 77095
162	11/24/10	11/24/10		Floy Stockdick	X Floy Stockdick	4011 Franz Katy, TX 77423
163	11/24/10	11/24/10		Roseanne Lopez	X Roseanne Lopez	6005 Franz Katy, TX 77427
164	12/1/10	12/1/10		Dr. C.V. Beghtol	X C.V. Beghtol	11434 Valley Spring Houston TX 77043
165	12/9/10	12/9/10		M. Chan	X M. Chan	21326 Roschollow Houston/Katy, TX 77458
166	12/14/10	12/14/10		Irene Kovar	X Irene Kovar	
167	12/21/10	12/21/10		Nelva Brunsting	X Nelva E. Brunsting	13630 Pinerock Houston TX 77079
168	12/21/10	12/21/10		Anita Brunsting	X Anita Brunsting	203 Bloomingdale Cir Victoria, TX 77904
169	12/21/10	12/21/10		Herbert C. McKee	X Herbert C. McKee	8010 Haff St. Houston, Texas
170	12/29/10	12/29/10		Kyung Jacobs	X 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 Hod. 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 Sutherland	415 Coachman Lane Hou TX 77024
174	1/26/11	1/26/11		Ellen Sutherland Baddi	X Ellen Sutherland Baddi	Podere Binacco 58020 Scarlino (GR) Italy
175	1/26/11	1/26/11		Karen Lee Cook	X Karen Lee Cook	3210 Deer Trail Bryan TX 77807
176	2/9/11	2/9/11		M. Chan	X M. Chan	2214 Rose Hollow Ln Katy, TX 77450

EXHIBIT  
KAM  
P-65

<b>Type of Identification</b> <input type="checkbox"/> D.L. <input type="checkbox"/> I.D. Card <input type="checkbox"/> Personally Known <input type="checkbox"/> Credible Witness <input type="checkbox"/> Passport <input type="checkbox"/> Other	<b>Description of Document, Additional Information, or Comments</b>	<b>Fee</b>	<b>Signer's Right Thumbprint</b>	
			Top of Thumbprint	Top of Thumbprint
Personal Knowledge	HIPAA → PAT TRUSTEES DESIGNATION OF SUCCESSOR TEE Cert. of Tr.	\$ 0	161	162
Personal Knowledge	Qualified Benef. Design.	\$		
Personal Knowledge	Appt. of Succ Trustees	\$	163	164
Personal Knowledge	Qualified Benef. Designation	\$		
Personal Knowledge	Funding Pkg. COT'S (ST) DT, LT (3) Med POA, HIPAA, QBD, APPT SUCC TEE GUARD'S and AC KNOWL.	\$		
Personal Knowledge	Amended Affidavit/Oath.	\$	165	166
Personal Knowledge	Appt. of Succ Tee	\$		
Personal Knowledge	Resignation documents.	\$		
Personal Knowledge	COT'S (3)	\$	167	168
Personal Knowledge	Acceptance as <sup>Succ</sup> Trustee	\$		
Personal Knowledge		\$		
Personal Knowledge	Beneficiary form for Chase IRA	\$	169	170
Personal Knowledge		\$		
Personal Knowledge	Birth Certificate Correction	\$		
P.K		\$	171	172
Personal Knowledge	Farmers Insurance Claim	\$		
Personal Knowledge	Trustee Stmt for LT	\$		
Personal Knowledge	Resignation of Tee	\$	173	174
Personal Knowledge	Med POA	\$		
Personal Knowledge	Accept of Succ Co Tee	\$		
Personal Knowledge	COT, Delegation of Auth	\$		
Personal Knowledge	Accept of Succ Co Tee	\$	175	176
Personal Knowledge	Accept of Delegation COT	\$		
Personal Knowledge	Funding (PMZ) Med POA; COT'S (3) Deed HS, Deed other, Assign PIP.	\$		

Notarization Date/Time	Document Date	Type of Notarization	Name of Signer	Signer's Signature	Signer's Address and Telephone Number
7/23/10	7/23/10	IN office	Robert Holmes	<i>Robert Holmes</i>	13218 Verbena HOUSTON TX 77083
7/23/10	7/23/10	IN office	Nancy Konistauer	<i>Nancy Konistauer</i>	1873 Birchwood Dr. OKemos, MI 48864
7/27/10	7/27/10		Carol L. Noyes	<i>Carol L. Noyes</i>	6206 Summerfield Dr Spring, TX 77379
7/27/10	7/27/10		Karen Renee Noyes	<i>Karen Renee Noyes</i>	13819 CADYWOOD CT HOUSTON, TX 77077
7/27/10	7/27/10		Lisa Honey	<i>Lisa Honey</i>	5706 Bone Cedar Baywood, TX 77345
8/3/10	8/3/10	IN office	Louise Godbold	<i>Louise Godbold</i>	8148 Willow Forest Dr. Tomball TX 77375
8/10/10	8/10/10	" "	" "	<i>Louise Godbold</i>	" "
8/17/10	8/17/10		Irene P. Goddard	<i>Irene P. Goddard</i>	1510 Breazy Bend Katy TX 77494
137			Fred Ben Himburg	<i>Fred Ben Himburg</i>	
138			Patricia Rhea Mullins	<i>Patricia Rhea Mullins</i>	
139			Suzan Fay Stinger	<i>Suzan Fay Stinger</i>	
140			Enjill's Himburg Delane	<i>Enjill's Himburg Delane</i>	
141	8/25/10		Delva Braunstrong	<i>Delva Braunstrong</i>	13630 Piping Rock HOUSTON TX 77079
142	8/26/10		Betty Jean Brancy	<i>Betty Jean Brancy</i>	8915 Opelika HOUSTON TX 77080
143	9/8/10		Mark R. Terborgh	<i>Mark R. Terborgh</i>	4701 Monterey Lakes Blvd #1221 Austin TX 78749
144	9/8/10		Jeffrey S. Terborgh	<i>Jeffrey S. Terborgh</i>	2617 Piping Rock IV, Austin TX 78748

Type of Identification		Description of Document, Additional Information, or Comments		Fee	Signer's Right Thumbprint			
<input type="checkbox"/> D.L.	<input type="checkbox"/> ID, Card	<input type="checkbox"/> Personally Known						
<input type="checkbox"/> Credible Witness	<input type="checkbox"/> Passport	<input type="checkbox"/> Other						
Personal Knowledge			Merrill Lynch DT Merrill Lynch ST	\$	Top of Thumbprint	129	Top of Thumbprint	130
Personal Knowledge			COT for Noyes FLT	\$	Top of Thumbprint	131	Top of Thumbprint	132
Personal Knowledge			COT for Noyes FLT	\$	Top of Thumbprint	133	Top of Thumbprint	134
Personal Knowledge			COT for Noyes Summerly Living Trust	\$	Top of Thumbprint	135	Top of Thumbprint	136
Personal Knowledge			COTS (&) Funding Bks.	\$	Top of Thumbprint	137	Top of Thumbprint	138
Personal Knowledge			Funding forms	\$	Top of Thumbprint	139	Top of Thumbprint	140
Personal Knowledge			Funding Bk.	\$	Top of Thumbprint	141	Top of Thumbprint	142
P.K.				\$	Top of Thumbprint	143	Top of Thumbprint	144
Personal Knowledge			QBD, COTS(3) MEDPOA, DSPOA, APT SUC TEE, DEED	\$	Top of Thumbprint	143	Top of Thumbprint	144
Personal Knowledge			SS4 COTS AFF of Heir Mr. Vehicle (a)	\$	Top of Thumbprint	143	Top of Thumbprint	144
Personal Knowledge			SS4 AFF. Heirship for Mr. Veh (a)	\$	Top of Thumbprint	143	Top of Thumbprint	144

## Certificate of Trust

The undersigned Founders hereby certify the following:

1. This Certificate of Trust refers to a joint revocable living trust agreement executed by ELMER H. BRUNSTING and NELVA E. BRUNSTING, Founders and initial Trustees. Either Founder while acting as Trustee may conduct business on behalf of the trust without the consent of any other Trustee. The full legal name of our trust for purposes of transferring assets into the trust, holding title of 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.

2. Should either original Trustee fail or cease to serve as Trustee by reason of death, disability or for any reason, the remaining original Trustee will continue to serve alone.
3. If both of the original Trustees fail or cease to serve as Trustee by reason of death, disability or for any reason, then the following individuals or entities will serve as Trustee in the following order:

First, ANITA KAY RILEY  
Second, CARL HENRY BRUNSTING  
Third, AMY RUTH TSCHIRHART

4. The Trustee(s) under the trust agreement are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. All powers of the Trustee(s) are fully set forth in Article Twelve of the trust agreement.
5. The trust has not been revoked and there have been no amendments limiting the powers of the Trustee(s) over trust property.
6. 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 certify 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 October 10, 1996.

  
ELMER H. BRUNSTING,  
Founder and Trustee

  
NELVA E. BRUNSTING,  
Founder and Trustee

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing Certificate of Trust was acknowledged before me on October 10, 1996, by ELMER H. BRUNSTING and NELVA E. BRUNSTING, as Founders and Trustees.

Witness my hand and official seal.

  
Notary Public, State of Texas



SHANNON E. SWEENEY  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES  
FEB. 25, 1998

EXHIBIT  
P-66

BRUNSTING001517



**From:** Candace Curtis (occurtis@sbcglobal.net)  
**To:** at.home3@yahoo.com; akbrunsting@suddenlink.net; cbrunsting@sbcglobal.net;  
**Date:** Tue, November 8, 2011 11:38:04 AM  
**Cc:**  
**Subject:** Mother

I am sorry for any animosity I have created over the last week. I have only been seeking information about her status. When I am unable to reach her by phone I never know why because I am not in the information loop.

I have been trying to call Mother just to say hello. The phone numbers I have been given are never answered. If she is unable to talk, please let me know and I will stop trying. If one of you, or a caregiver, is with her and she's awake, I would really appreciate a cell phone call so I could say hi to her. If it's not already too late, it may be the last time I speak to her while she still knows who I am.

My fears are based upon information I have gathered speaking to one of you, or Tino, or Robert. It appears that everyone sees the situation in a slightly different light. I have no idea what is best for Mother. All I know is that when I put myself in Mother's shoes I become Dorothy - "THERE'S NO PLACE LIKE HOME"

C

**EXHIBIT**  
**P-67**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

Candace Louise Curtis	§	
Individually and as Co-Trustee	§	
Plaintiff,	§	
versus	§	CIVIL ACTION NO. 4:12-cv-00592
	§	Jury
Anita Kay Brunsting, et al.	§	
	§	
Defendants.	§	

**PROPOSED ORDER FOR SUPPLEMENTAL JURISDICTION AND  
JOINDER**

Having considered Plaintiff's Motion to Amend Complaint and Join Additional Parties, the Court being fully advised, and good cause shown:

IT IS HEREBY ORDERED that Plaintiff's Motion to Amend Complaint is GRANTED; Plaintiff having demonstrated that compelling justification exists to warrant an amendment to verified complaint.

IT IS HEREBY ORDERED that Plaintiff is granted leave to file Verified Amended Complaint with this Court.

Plaintiff's Motion for Joinder is GRANTED; Plaintiff having demonstrated that compelling justification exists to warrant the exercise of Supplemental Jurisdiction and Joinder of state court actions to this suit.

IT IS HEREBY ORDERED that Plaintiff is granted leave to join the following state court actions and parties pursuant to Fed. R. Civ. P. 19(a):

(1) Carl Brunsting vs. Candace Kunz-Freed

Harris County District Court Case No. 2013-05455

(2) Carl Brunsting vs. Anita Kay Brunsting, Amy Ruth Brunsting and Carole Ann Brunsting Defendants; Candace Curtis Nominal Defendant

Harris County Probate Case No. 412-249401

IT IS HEREBY ORDERED that Plaintiff is granted leave to join the

following parties (a):

(1) Carole Ann Brunsting Defendant

(2) Candace Kunz-Freed Defendant

(3) Albert Vacek Jr. Defendant

(4) Vacek & Freed PLLC Defendant

(5) Bernard Lisle Mathews Defendant

(6) Carl Brunsting Plaintiff

SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, at Houston, Texas.

---

Kenneth M. Hoyt  
United States District Judge

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

Candace Louise Curtis	§	
Individually and as Co-Trustee	§	
Plaintiff,	§	
versus	§	CIVIL ACTION NO. 4:12-cv-00592
	§	Jury
Anita Kay Brunsting, et al.	§	
Defendants.	§	

**PROPOSED ORDER FOR PRODUCTION OF ORIGINAL DOCUMENTS**

The Court has reviewed Plaintiff's Application for exercise of Supplemental Jurisdiction and Joinder, and good cause having been shown, the Court issues the following order:

Defendants are to produce before the Court the documents physically signed by Elmer and/or Nelva Brunsting identified below, verified under penalty of perjury to be the original wet signed trust instruments.

- (1) The Brunsting Family Living Trust (BFLT) dated October 10, 1996
- (2) Restatement of the Brunsting Family Living Trust dated January 12, 2005
- (3) Affidavit of Trust dated January 12, 2005
- (4) Certificate of Trust dated January 12, 2005
- (5) (Pour-Over Will) Last Will of Elmer H. Brunsting January 12, 2005
- (6) Living Will of Nelva Brunsting January 12, 2005
- (7) Durable Power of Attorney for Nelva Brunsting
- (8) First Amendment to BFLT dated September 6, 2007
- (9) Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment under Living Trust Agreement dated June 15, 2010.
- (10) Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment under Living Trust Agreement dated August 25, 2010
- (11) Appointment of Successor Trustees dated August 25, 2010

- (12) Certificate of Trust for the Nelva E Brunsting Survivor's Trust dated August 25, 2010
- (13) Certificate of Trust for the Elmer H Brunsting Decedent's Trust dated August 25, 2010
- (13) Certificate of Trust for the Brunsting Family Living Trust dated August 25, 2010
- (14) Information Concerning Medical Power of Attorney dated August 25, 2010.
- (15) Resignation of Nelva Brunsting dated December 21, 2010
- (16) Appointment of Successor Trustee dated December 21, 2010
- (17) Acceptance of Appointment as Trustee for Anita Brunsting dated December 21, 2010
- (18) Acceptance of Appointment as Trustee for Amy Brunsting
- (19) Any Power of Attorney for Nelva Brunsting
- (20) Agreement dated 11/22/11

SIGNED on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, at Houston, Texas.

---

Kenneth M. Hoyt  
United States District Judge