

November 27, 2013

Candace Louise Curtis

Via Email, ocurtis@sbcglobal.net

CASE NO. 4:12-CV-00592

Re: ~~Brunsting Family Living Trust & Nelva E. Brunsting Survivor's Trust~~

Dear Ms. Curtis:

CASE NO. 4:12-CV-00592

This letter will confirm that you desire to have the law firm of OSTROM/sain represent you with regard to ~~the Brunsting Family Living Trust and the Nelva E. Brunsting Survivor's Trust~~. This letter is also intended to accomplish two aspects of the representation. First, we would like to confirm the nature of the engagement; and second, we wish to establish a written agreement with you regarding the payment of our fees and expenses.

Scope of Engagement

CASE NO. 4:12-CV-00592

You wish to have OSTROM/sain represent you with regard to ~~the Brunsting Family Living Trust and the Nelva E. Brunsting Survivor's Trust~~, currently pending in Federal Court, Southern District of Texas.

Attorneys Fees & Expenses

CONTINGENT ON FUNDING VIA COURT ORDER.

With regard to the above representation, we will bill you on an hourly basis. You will pay to us an advanced fee retainer of \$5,000.00. We will bill against this retainer monthly and require you to replenish the retainer on a monthly basis. If the retainer is not depleted prior to the termination of our services any unused portion of the retainer will be refunded to you. The basis of our bills will primarily relate to the time we expend on an hourly rate basis, billed to the nearest quarter-hour. The various hourly rates that will apply to our handling of your case are set forth on the listing attached to this letter. We review our rates on an annual basis and sometimes raise them and you agree that we may do so, but you may terminate this agreement if you decide any new rate is unsatisfactory with you.

CONTINGENT ON CONTINUED FUNDING AS SET FORTH ABOVE.

In addition to our fees, we anticipate incurring certain expenses. Expenses will include any of the following that may be incurred in our representation of you: certified copy fees, travel expenses, postage, photocopying expenses, messenger services, expert witness fees, facsimile charges, and long distance telephone charges. Court costs, including filing fees, deposition expenses, mediation fees, and subpoenas, are also incurred. These expenses will be listed separately on each invoice. Payment for these matters shall be handled in the same manner as our fees discussed above.

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It is also expressly agreed that you will have the right to terminate our employment at any time, and we will have the right to resign as your attorneys at any time. However, any such termination shall not constitute a release or waiver of any of the remaining provisions of this fee agreement, nor will we be released from any remaining ethical duties toward you such as the duty of maintaining the confidentiality of our communications.

In addition to the foregoing, we should mention that because of the number of clients that we have or will represent, there is always the possibility that at some future time we will be asked to represent one or more of our other clients in legal matters that may be contrary to your interests. It is our agreement with you that, *after* our representation of you is concluded, we will not be disqualified from accepting future unrelated matters for other clients whose interests may then be adverse to you.

Any dispute that may arise in connection with any and all aspects of the performance of my services or this agreement shall, on the written request of either party, be submitted to binding arbitration in accordance with appropriate statutes of the state of Texas and the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. Each party shall appoint one person as arbitrator, and a third neutral arbitrator shall be chosen by the two arbitrators previously selected by the parties; provided that, if there is no agreement as to the third arbitrator within sixty (60) days after the notice of arbitration is served, then the third arbitrator shall be selected by a judge having subject matter jurisdiction over the dispute. It is further agreed that the expenses of arbitration shall be paid in such proportions as the arbitrators decide, except that the successful party in any such proceeding seeking enforcement of the provisions of this agreement shall be entitled to receive from the party not prevailing reasonable and necessary attorney's fees and expenses, in addition to any other sums to which such successful party may be entitled. The arbitrators shall decide the identity of the successful party for purposes of the preceding sentence. It is also agreed that at least one of the arbitrators shall be either (i) Board Certified as an Estate Planning and Probate Law specialist by the Texas Board of Legal Specialization, or (ii) a Fellow of the American College of Trust and Estate Counsel, who is not under any conflict of interest in this matter.

Your signature below will evidence your agreement to each and every term of this fee agreement. We ask that you return a signed copy of this letter after you have considered it.

Of course, we will be happy to answer any questions you may have about this letter. We sincerely appreciate having this opportunity to be of service to you.



Date: 12/1/2013

OSTROM/Sain
JANUARY 1, 2013

Attorneys:	<u>Rate</u>
Jason B. Ostrom	300.00
Nicole K. Sain	250.00
Legal Assistants	100.00
Law Clerks	45.00

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.	§	

**PLAINTIFF'S MOTION FOR APPROVAL OF DISBURSEMENT
TO PAY FEE RETAINER**

Plaintiff Curtis, in an effort to comply with this Court's directive¹, herein moves the Court for an order permitting the payment of a retainer for fees and expenses to the law firm of Ostrom/Sain forthwith, consistent with the Court's Order requiring approval of all disbursements of funds from the trust².

GROUND FOR MOTION

1. Communications with Defendants have proved fruitless. Rather than break down into meaningless discussions of fault, it seems the prudent course to appease the Court's directive. However, Plaintiff has no funds for paying a fee retainer to obtain counsel and cannot be compelled to perform the impossible.

¹ Dkt. # 87

² Dkt. # 78

2. At the Application for Injunction hearing on April 9, 2013, the Court addressed Plaintiff's concern over Defendants paying their legal fees with trust assets when the trust is not liable.³

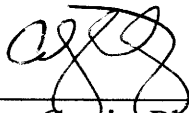
3. The Court has foreseen this motion in the affirmative⁴. Plaintiff therefore requests an Order consistent with this Court's Directive to Plaintiff Curtis to retain counsel, and further asks the Court to instruct Defendants to render payment from the trust forthwith and to maintain the appropriate transaction records.

4. As instructed by the Court, all beneficiaries will be served with a copy of this Motion (through their counsel of record in the state court suits).

CONCLUSION AND RELIEF SOUGHT

Plaintiff prays that the Court grant this Motion and enter the attached Order.

Respectfully submitted,

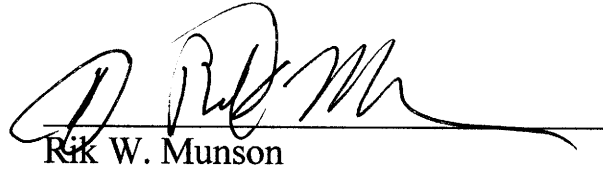
By: 
Candace Curtis, Plaintiff PRO SE

³ Transcript of April 9, 2013 page 46 line 10; the Court: "if the parties are going to come together and agree that your fee should be paid, then we should then move to a situation where we have a mediator in place or a designee in place who will then make sure that if Ms. Curtis needs counsel, she can get that. That equally would be paid out of the estate."

⁴ Transcript of April 9, 2013 page 46 line 10; the Court: "if the parties are going to come together and agree that your fee should be paid, then we should then move to a situation where we have a mediator in place or a designee in place who will then make sure that if Ms. Curtis needs counsel, she can get that. That equally would be paid out of the estate."

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service will be served by email and regular mail. Additionally, non-party beneficiaries will be served by email copy to any attorney-of-record for those parties in state court litigation.



Rick W. Munson

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.	§	

**ORDER GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF DISBURSEMENT TO PAY FEE RETAINER**

BEFORE THE COURT is Plaintiff's Motion for Approval of Disbursement to Pay Fee Retainer. After consideration of the Motion, the Court finds it should be granted for the reasons stated in the Motion. It is, therefore,

ORDERED that the Defendants have authority to pay, and shall pay, the following:

A fee retainer, in the amount of \$5,000.00, to OSTROM/Sain. Payment is to be mailed forthwith to OSTROM/Sain, 5020 Montrose Blvd., Suite 310, Houston, Texas 77006.

DONE this _____ day of December, 2013, at Houston, Texas.

Kenneth Hoyt,
Judge of the United States District Court