

NO. 412.249-401

ESTATE OF § IN PROBATE COURT  
NELVA E. BRUNSTING, §  
DECEASED § NUMBER FOUR (4) OF  
§ HARRIS COUNTY, TEXAS  
§

CARL HENRY BRUNSTING, § IN PROBATE COURT  
individually and as independent §  
executor of the estates of Elmer H. §  
Brunsting and Nelva E. Brunsting §

vs. §

ANITA KAY BRUNSTING f/k/a §  
ANITA KAY RILEY, individually, §  
as attorney-in-fact for Nelva E. Brunsting, §  
and as Successor Trustee of the Brunsting §  
Family Living Trust, the Elmer H. §  
Brunsting Decedent's Trust, the §  
Nelva E. Brunsting Survivor's Trust, §  
the Carl Henry Brunsting Personal §  
Asset Trust, and the Anita Kay Brunsting §  
Personal Asset Trust; §  
AMY RUTH BRUNSTING f/k/a §  
AMY RUTH TSCHIRHART, §  
individually and as Successor Trustee §  
of the Brunsting Family Living Trust, §  
the Elmer H. Brunsting Decedent's Trust, §  
the Nelva E. Brunsting Survivor's Trust, §  
the Carl Henry Brunsting Personal §  
Asset Trust, and the Amy Ruth Tschirhart §  
Personal Asset Trust; §  
CAROLE ANN BRUNSTING, individually §  
and as Trustee of the Carole Ann §  
Brunsting Personal Asset Trust; and §  
as a nominal defendant only, §  
CANDACE LOUISE CURTIS § NUMBER FOUR (4) OF  
HARRIS COUNTY, TEXAS

CARL HENRY BRUNSTING'S ORIGINAL ANSWER TO  
AMY BRUNSTING'S & ANITA BRUNSTING'S ORIGINAL COUNTERCLAIM

TO THE HONORABLE PROBATE COURT:





COMES NOW Drina Brunsting as attorney-in-fact for Carl Henry Brunsting individually (“Carl”) filing his Original Answer to Amy Brunsting’s (“Amy”) and Anita Brunsting’s (“Anita”) Original Counterclaim, and in support thereof would respectfully show the Court the following:

**I.**

Carl generally denies all the allegations contained in Amy and Anita’s Counterclaim and respectfully requests that Amy and Anita be required to prove the charges and allegations contained therein by a preponderance of the evidence.

**II.**

By way of further defense, and without waiving the foregoing, Carl alleges that the *in terrorem* clauses which Amy and Anita seek to enforce are void in that they violate Tex. Estates Code Ann. §254.005 and Tex. Prop. Code Ann. §112.038, and they are overly broad and void as against public policy because they prohibit the trust beneficiaries from questioning any of the circumstances surrounding Anita and Amy’s improper actions in this case, thereby preventing them from protecting their interests.

**III.**

By way of further defense, and without waiving the foregoing, Carl alleges that he has sought declaratory relief construing the validity, terms, responsibilities, and obligations of the various documents signed or purportedly signed by Elmer and Nelva concerning estate planning and trusts established in connection with that estate planning. Those documents include, but are not limited to the Family Trust, the 8/25/10 QBD, the 8/25/10 POA, Nelva’s purported resignation as trustee of the Family Trust and Nelva’s purported appointment of Anita as successor trustee of the Family Trust. In other words, Carl has asked this Court to determine his rights and Amy and Anita’s





responsibilities relating to those documents, and such actions do not trigger *in terrorem* clauses. Carl seeks to determine and enforce his parents' intent and to further the purposes of that intent. In doing so, Carl was entitled to bring this action requesting declaratory relief and an accounting. Such actions would not constitute a contest even if the *in terrorem* provisions did not violate the applicable statutes and were not void because they are against public policy.

#### IV.

By way of further defense, and without waiving the foregoing, if the Court fails to find that the *in terrorem* clause is in violation of Tex. Estates Code Ann. §254.005 and Tex. Prop. Code Ann. §112.038 and/or is void as against public policy, Carl's actions in filing and pursuing this action do not violate the *in terrorem* clauses. Carl had just cause to bring this lawsuit and he has brought and maintained the action in good faith.

#### V.

By way of further defense, and without waiving the foregoing, Carl asserts the defenses of waiver and estoppel.

WHEREFORE, PREMISES CONSIDERED, Carl respectfully prays that Amy and Anita take nothing by their suit as to Carl, that Carl recover his costs, and that Carl have such other relief, both legal and equitable, to which he may be entitled.



*Amber H. Hight*



Respectfully submitted,

BAYLESS & STOKES

By: /s/ Bobbie G. Bayless

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*Attorneys for Drina Brunsting, attorney-in-  
fact for Carl Henry Brunsting*

**CERTIFICATE OF SERVICE**

Pursuant to the Texas Rules of Civil Procedure, I hereby certify that on October 15, 2021, a true and correct copy of this document was delivered to all counsel of record, and all other interested parties, via certified mail, return receipt requested, e-mail, facsimile, e-file service, hand delivery, and/or by other accepted method.

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/s/ Bobbie G. Bayless

BOBBIE G. BAYLESS





I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office  
This July 6, 2025

Teneshia Hudspeth, County Clerk  
Harris County, Texas

Confidential information may have been redacted from the document in compliance with the Public Information Act.

