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<p>thousands [1] - 12:13</p> <p>three [7] - 18:6, 18:7, 22:11, 23:20, 25:12, 27:10</p> <p>three-month [1] - 22:11</p> <p>three-quarters [1] - 25:12</p> <p>throwing [1] - 39:24</p> <p>Thursday [2] - 50:1, 50:2</p> <p>tie [1] - 10:13</p> <p>tied [1] - 12:15</p> <p>timeline [1] - 11:18</p> <p>timing [1] - 27:5</p> <p>TIMOTHY [1] - 2:3</p> <p>Timothy [1] - 3:22</p> <p>title [1] - 42:7</p> <p>today [4] - 4:8, 11:18, 26:6, 33:13</p> <p>together [3] - 4:18, 23:21, 25:18</p> <p>took [1] - 9:15</p> <p>top [1] - 18:21</p> <p>total [9] - 18:2, 21:15, 22:10, 22:24, 23:4, 23:6, 23:7, 25:17, 28:16</p> <p>totaling [1] - 25:18</p> <p>touched [1] - 18:18</p> <p>towards [1] - 12:1</p> <p>Towards [1] - 24:16</p> <p>trace [1] - 16:25</p> <p>track [1] - 5:11</p> <p>transaction [2] - 27:12, 27:13</p> <p>transactions [2] - 10:8, 34:20</p> <p>TRANSCRIPT [1] - 1:10</p> <p>transcript [2] - 1:24, 51:22</p> <p>transcription [1] - 1:25</p> <p>transfer [1] - 23:9</p> <p>transferred [1] - 23:14</p> <p>transfers [1] - 17:18</p> <p>travel [2] - 50:3, 50:6</p> <p>Treasury [6] - 15:13, 16:5, 16:6, 46:18, 46:21</p> <p>true [1] - 37:7</p> <p>Trust [2] - 37:25, 43:22</p> <p>trust [17] - 10:4, 18:3, 37:13, 37:16, 37:17, 37:24, 42:6, 42:8, 42:11, 42:17,</p>	<p>42:18, 42:22, 43:2, 43:3, 43:5</p> <p>trustee [15] - 36:15, 37:16, 38:19, 42:5, 42:9, 42:12, 42:17, 42:22, 43:5, 43:6, 43:12, 43:16, 43:18, 43:19, 45:5</p> <p>trustees [11] - 4:6, 4:7, 5:4, 36:5, 36:17, 37:16, 38:17, 43:7, 45:5, 45:11, 45:12</p> <p>truth [1] - 4:17</p> <p>trying [7] - 8:16, 8:17, 13:20, 14:5, 26:3, 33:9, 35:17</p> <p>Tuesday [3] - 49:20, 49:23, 50:5</p> <p>turnover [1] - 13:14</p> <p>two [10] - 4:4, 8:4, 20:6, 22:11, 23:20, 25:5, 25:12</p> <p>two-thirds [1] - 25:12</p> <p>two-year [1] - 20:6</p> <p>type [4] - 12:5, 14:8, 15:21, 19:3</p> <p>types [1] - 39:20</p>	<p style="text-align: center;">V</p> <p>value [6] - 8:15, 8:23, 8:25, 23:10, 46:10</p> <p>various [1] - 15:4</p> <p>vehicle [1] - 47:14</p> <p>venue [1] - 46:12</p> <p>versus [1] - 3:4</p> <p>veterinarian [1] - 22:23</p> <p>VIE [29] - 1:16, 3:12, 3:15, 4:7, 4:10, 7:21, 8:3, 9:25, 10:6, 10:7, 11:8, 27:2, 27:3, 27:24, 28:4, 28:8, 28:17, 28:22, 29:13, 31:25, 32:24, 33:5, 49:7, 49:14, 49:20, 50:11, 50:16, 51:10, 51:14</p> <p>Vie [18] - 3:12, 3:15, 7:19, 9:23, 27:1, 29:11, 30:2, 30:5, 31:19, 32:22, 33:25, 35:23, 47:9, 47:17, 48:20, 49:5, 50:15, 50:24</p> <p>voice [1] - 28:12</p> <p>voluntarily [1] - 46:7</p> <p>VS [1] - 1:6</p>	<p>25:25</p> <p>Withholding [1] - 36:12</p> <p>witness [5] - 6:12, 7:1, 7:2, 7:13, 7:20</p> <p>WITNESS [63] - 11:15, 12:8, 12:19, 12:22, 12:24, 13:5, 13:9, 14:1, 14:20, 15:1, 15:11, 16:4, 16:11, 16:15, 17:14, 17:23, 18:4, 18:9, 18:17, 19:1, 19:17, 19:22, 20:3, 20:7, 20:13, 20:16, 20:18, 20:22, 21:4, 21:9, 21:12, 21:16, 21:19, 21:25, 22:6, 22:13, 22:18, 22:22, 23:1, 23:6, 23:12, 23:17, 23:19, 23:22, 24:2, 24:7, 24:12, 24:14, 24:16, 24:22, 25:7, 25:10, 25:12, 25:15, 25:19, 25:22, 25:25, 26:9, 26:14, 26:18, 28:7, 28:13, 29:1</p> <p>words [3] - 27:19, 40:4, 42:7</p> <p>Wow [1] - 33:15</p> <p>writing [2] - 43:24, 44:19</p> <p>written [5] - 17:9, 18:20, 19:1, 19:13, 19:14</p>
	<p style="text-align: center;">U</p> <p>U.S [1] - 2:9</p> <p>Ulfinian [1] - 1:14</p> <p>uncomfortable [1] - 14:23</p> <p>uncontradicted [1] - 37:1</p> <p>under [14] - 8:5, 28:11, 28:13, 40:1, 40:5, 40:7, 40:11, 40:12, 40:19, 42:4, 43:8, 45:9, 47:7, 48:19</p> <p>underlying [1] - 21:20</p> <p>unexplained [1] - 14:13</p> <p>UNITED [2] - 1:1, 1:11</p> <p>unless [2] - 28:3, 32:21</p> <p>Unlike [1] - 43:16</p> <p>up [7] - 6:18, 6:20, 6:21, 11:20, 28:12, 44:20, 51:4</p> <p>utilize [1] - 30:24</p>	<p style="text-align: center;">W</p> <p>W-D-R-L [1] - 25:24</p> <p>wait [1] - 50:20</p> <p>waste [1] - 34:24</p> <p>Wednesday [4] - 50:1, 50:2, 50:4, 50:9</p> <p>week [2] - 11:21, 49:24</p> <p>well-known [1] - 36:9</p> <p>WEST [3] - 3:19, 3:25, 30:3</p> <p>West [7] - 3:20, 6:12, 11:11, 28:12, 30:23, 31:13, 34:1</p> <p>whatsoever [1] - 42:10</p> <p>wife [1] - 22:4</p> <p>William [4] - 2:14, 3:19, 3:25, 6:12</p> <p>WILLIAM [1] - 1:16</p> <p>wise [1] - 47:9</p> <p>withdrawal [2] - 25:17, 25:25</p> <p>Withdrawal [1] -</p>	<p style="text-align: center;">Y</p> <p>year [1] - 20:6</p> <p>years [4] - 12:14, 14:22, 20:6, 22:11</p>

Exhibit 19

Bates stamped exhibits of EE bonds from Defendants April 9, 2013 disclosure CD
delivered to Plaintiff in open court

Bank of America



**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Save time. Save energy. Fast, reliable deposits, withdrawals and account management at more than 18,000 convenient ATM locations.

Tran 00129	08/20/2010	11:59
Entity NTX	CC 0008519	TLR 00003
Account	*****1143	
R/T#	540740134	
Deposit		\$1,947.07
DRL TX*****		10/11

Member FDIC
95-14-2005B 05-2009

P4913

**20-20566 2047
BRUNSTING000470**

MerlinTeller [Buttons]

Withdrawal Deposit Consignment Payments Mkt Teller Office TouchPoint Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
25	EE	200.00	1982 / 02	553.68	453.68
26	EE	200.00	1982 / 12	507.84	407.84
27	EE	200.00	1982 / 11	507.84	407.84
28	EE	200.00	1982 / 10	532.16	432.16
29	EE	200.00	1982 / 09	532.16	432.16
30	EE	200.00	1982 / 08	542.80	442.80
31	EE	200.00	1982 / 07	542.80	442.80
32	EE	200.00	1982 / 06	542.80	442.80
33	EE	200.00	1982 / 05	542.80	442.80
34	EE	200.00	1982 / 04	542.80	442.80
35	EE	200.00	1982 / 03	542.80	442.80
36	EE	50.00	1982 / 02	138.42	113.42

Sub/Totals

Pre-January 1990 Issue Dates	11947.07	9722.07
January 1990 and Later Issue Dates		
Total	11947.07	9722.07

- PGUP = Screen Up
- PGDN = Screen Down
- DOWN ARROW = Scroll Down
- UP ARROW = Scroll Up
- ALT-S = More Bonds
- ALT-E = End Customer
- ALT-N = More Transactions

AM

MICR-2

Release Version:

1080719A-Y

14:56

08/20/2010

P4914

MerlinTeller



Withdrawal Deposit Consignment Payments Misc Teller Office TouchPoint Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
13	EE	100.00	1982 / 04	271.40	221.40
14	EE	100.00	1982 / 05	271.40	221.40
15	EE	100.00	1982 / 06	271.40	221.40
16	EE	100.00	1982 / 07	271.40	221.40
17	EE	100.00	1982 / 08	271.40	221.40
18	EE	100.00	1982 / 09	266.08	216.08
19	EE	100.00	1982 / 10	266.08	216.08
20	EE	100.00	1982 / 11	253.92	203.92
21	EE	100.00	1982 / 12	253.92	203.92
22	EE	100.00	1982 / 01	276.84	226.84
23	EE	100.00	1982 / 02	276.84	226.84
24	EE	200.00	1982 / 01	553.68	453.68

Sub/Totals

Pre-January 1990 Issue Dates	11947.07	9722.07
January 1990 and Later Issue Dates		
Total	11947.07	9722.07

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR-2

Release Version:

1080719A-Y

14:56

08/20/2010

P4916

20-20566-2050
BRUNSTING000473

385

Some E...
G...

P4917

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1968	800	114162	E. H. BRUNSTING	22	58

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4918

20-20566-2052
BRUNSTING000951

LOC.	EMPLOYEE NO.	NAME	67 TERM	BONDS	UNITS
800	114,162	E. H. BRUNSTING	<i>Canceled 8/11/76</i>	20	56

P4919

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1969	300	114162	E. H. BRUNSTING	24	67

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS

P4920

20-20566-2054
BRUNSTING000953

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1970	800	114162	E. H. BRUNSTING	24	70

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4921

20-20566-2055
BRUNSTING000954

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1971	800	114162	E. H. BRUNSTING	24	78



PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4922

20-20566.2056
BRUNSTING000955

		Customer Receipt
<p>All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.</p>		
<p>Thank you for banking with Bank of America. Try Online Banking at www.bankofamerica.com</p>		
	Tran 000400	08/27/2008 11:35
	Entity NTX CC 0008519 Tlr 00010	
	Account *****1143	
	R/T# 540740134	
	Deposit	\$4,448.04
	N DRL TX*****	10/11
95-14-2005B 08-2004		

P4923

20-20566-2057
BRUNSTING 000956

Toll free number for Federal Reserve Bank in K.C. - 1-800-333-2919.

United States Savings Bonds on hand:-

Series E - 1977 - all months - Expire 2007
\$25-100-200 denomination *Cashed in 2/27/07*

Series EE - 1978 - January - one \$100
one \$200 - Expire 2008 *Cashed in Mar. 4, 2008*

Series HH - 1988 - Nov. only \$1000 - 2 bonds - Expire 2008

8/27/08 - Series EE - 1981 - From February to Dec. Expire 2011 - 15 bonds '81 cashed
All denominations *total 4448.04*

Series EE - 1982 - all months - up to \$200 - Expire 2012

Series EE - 1983 - January through July - Expire - 2013

P4924

Printed 08/27/08 @ 11:34:08 AM

MerlinTeller

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	EE	200.00	1981 / 07	521.76	421.76
2	EE	100.00	1981 / 07	260.88	210.88
3	EE	200.00	1981 / 06	521.76	421.76
4	EE	50.00	1981 / 07	130.44	105.44
5	EE	75.00	1981 / 03	204.36	166.86
6	EE	75.00	1981 / 06	195.66	158.16
7	EE	50.00	1981 / 03	136.24	111.24
8	EE	200.00	1981 / 03	544.96	444.96
9	EE	50.00	1981 / 04	136.24	111.24
10	EE	100.00	1981 / 04	272.48	222.48
11	EE	200.00	1981 / 04	544.96	444.96
12	EE	50.00	1981 / 05	130.44	105.44

Sub/Totals

Pre-January 1990 Issue Dates	4448.04	3610.54
January 1990 and Later Issue Dates		
Total	4448.04	3610.54

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-N = More Transactions

AM

MICR-2 Release Version: VFR0520B-Y 11:34 08/27/2008

P4925

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MerlinTeller

Withdrawal Deposit Assignment Payments Misc Teller Office TouchPoint Bal

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
4	EE	50.00	1981 / 07	130.44	105.44
5	EE	75.00	1981 / 03	204.36	166.86
6	EE	75.00	1981 / 06	195.66	158.16
7	EE	50.00	1981 / 03	136.24	111.24
8	EE	200.00	1981 / 03	544.96	444.96
9	EE	50.00	1981 / 04	136.24	111.24
10	EE	100.00	1981 / 04	272.48	222.48
11	EE	200.00	1981 / 04	544.96	444.96
12	EE	50.00	1981 / 05	130.44	105.44
13	EE	75.00	1981 / 05	195.66	158.16
14	EE	200.00	1981 / 05	521.76	421.76
15	EE	50.00	1981 / 06	130.44	105.44

Sub/Totals

Pre-January 1990 Issue Dates	4448.04	3610.54
January 1990 and Later Issue Dates		
Total	4448.04	3610.54

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-N = More Transactions

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P4926

20-20566-2060
BRUNSTING000959

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MerlinTeller

Withdrawal Deposit Conignment Payments Misc Teller Office Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	E	25.00	1977 / 12	123.46	104.71
2	E	25.00	1977 / 08	136.93	118.18
3	E	25.00	1977 / 05	136.67	117.92
4	E	100.00	1977 / 04	541.32	466.32
5	E	100.00	1977 / 05	546.68	471.68
6	E	100.00	1977 / 08	547.72	472.72
7	E	100.00	1977 / 06	547.84	472.84
8	E	100.00	1977 / 07	547.72	472.72

-Sub/Totals-

Pre-January 1990 Issue Dates	19708.78	16952.53
January 1990 and Later Issue Dates		
Total	19708.78	16952.53

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-N = More Transactions

AM

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P4928

20-20566-2062
BRUNSTING000961

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Merlin Teller

Withdrawal Deposit Consignment Payments Mkt Teller Office Exit

E/EE Bond

No.	Series	Denom	Issue Date	Redemption Value	Interest
8	E ✓	100.00	1977/07	547.72	472.72
9	E	100.00	1977/09	537.00	462.00
10	E	100.00	1977/10	537.00	462.00
11	E	100.00	1977/11	492.48	417.48
12	E	100.00	1977/12	493.84	418.84
13	E	100.00	1977/01	552.16	477.16
14	E	100.00	1977/02	552.16	477.16
15	E	100.00	1977/03	541.32	466.32

-Sub/Totals-

Pre-January 1990 Issue Dates

19708.78

16952.53

January 1990 and Later Issue Dates

Total

19708.78

16952.53

PGUP = Screen Up

DOWN ARROW = Scroll Down

ALT-S = More Bonds

PGDN = Screen Down

UP ARROW = Scroll Up

ALT-E = End Customer

ALT-N = More Transactions

AM

MICR 2

Release Version:

V720129X-Y

10:45

02/27/2007

P4929

20-20566-2063
BRUNSTING000962



*HH
bonds
SP party*

**NOTICE TO RECIPIENTS OF SERIES HH AND H BOND INTEREST
IMPORTANT TAX RETURN DOCUMENT ENCLOSED**

On and after March 1, 1987, if a Series HH or H savings bond submitted for redemption is received by a Federal Reserve Office or the Bureau of the Public Debt in the month preceding an interest due date, the bond will be paid and the owner will not receive the upcoming interest payment, unless the paying office receives from the owner a specific written statement that the bond should be held until the month in which the interest is due. For example, if interest is due on a Series HH or H bond every January 1 and July 1 and the paying office receives the bond in June without a written request to hold the bond until July 1, the bond will be paid and the owner will receive no interest for the period from the preceding January 1 to the date of payment.

Paying offices will not honor instructions to hold bonds for later redemption if the bonds and written statement are received more than one month before an interest due date. For example, if interest is due on a Series HH or H bond every January 1 and July 1 and the bond is received by the paying office in September, the bond will be paid, and the owner will receive no interest for the period from the preceding July to the date of payment.

**PLEASE RETAIN THIS NOTICE WITH YOUR BONDS AS A REMINDER OF THIS
RULE CHANGE.**

P4932

**20-20566.2066
BRUNSTING000965**



**U.S. Savings Bond E/EE
Interest Income**

Interest Income to be Reported to the Internal Revenue Service (Form must be typed or printed legibly)

Customer Information (Customer Mailing Address for 1099 Statement)

Customer Name (Name of party receiving funds) Elmer Brunsting	Tax ID (TIN) 282-32-8905
Street Address/Apt. Number	City/State/Zip Code

I certify that the TIN shown on this form is my correct Taxpayer Identification Number for reporting to the IRS.

Customer Signature *Elmer H Brunsting* Date 6/7/00

Associate Information

Prepared By Sally Richardson	Teller Number 159-006	Telephone Number (713) 365-3220
Bank Number/Cost Center Town + Country 159 000856	Banking Center Name/ Number Town + Country	

Transaction Information (Complete all applicable fields)

Type of Bonds (Check applicable type) <input checked="" type="checkbox"/> Series E <input type="checkbox"/> Series EE	Redemption Date 6/7/00	Number of Bonds 24
Purchase Price (A) \$ 1706.25	Interest Amount paid (B) (Amount reported to the IRS as Interest Income) \$ 8740.44	Total Amount Paid (C) (A + B = C) \$ 10,446.74
Deposit to Account Number 8519001143	Total Deposit Amount \$ 10,446.74	
Cash Ticket Number	Cashier's Check Number	

TEFRA Use Only

Entered By	Date	Delete	Date
Verified By	Date	Re-entered	Date

00-14-2944 NSB (01-1999)

White - TEFRA Canary - Customer Pink - File

P4933

**20-20566 2067
BRUNSTING000966**

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

REDEMPTION YYYY/MO		2000/06		SERIES: 1 - E BONDS 3 - SAVINGS NOTES		2 - EE BONDS 4 - I BONDS	
# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	PER BOND REDEMP. VAL	INT EARNED	TOTALS REDEMP. VAL	TOTALS INT EARNED
1	1	100	1973/12	447.40	372.40	447.40	372.40
1	1	100	1973/05	458.32	383.32	458.32	383.32
1	1	100	1973/06	459.40	384.40	459.40	384.40
1	1	100	1973/07	463.84	388.84	463.84	388.84
1	1	100	1973/07	463.84	388.84	463.84	388.84
1	1	100	1973/08	464.84	389.84	464.84	389.84
1	1	100	1973/09	455.80	380.80	455.80	380.80
1	1	100	1973/09	455.80	380.80	455.80	380.80
1	1	100	1973/10	455.80	380.80	455.80	380.80
1	1	100	1973/11	455.80	380.80	455.80	380.80
1	1	100	1973/11	455.80	380.80	455.80	380.80
1	1	100	1973/12	447.40	372.40	447.40	372.40
1	1	75	1973/02	350.61	294.36	350.61	294.36
PAGE TOTAL						5834.65	4878.40

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

BOND INFORMATION

PRESS PRINT KEY FOR CPY OF SCREEN

REDEMPTION YYYY/MO		2000/06		SERIES: 1 - E BONDS 3 - SAVINGS NOTES		2 - EE BONDS 4 - I BONDS	
# OF BONDS	SERIES 1,2,3,4	FACE VALUE	ISSUE YYYY/MO	PER BOND REDEMP. VAL	INT EARNED	TOTALS REDEMP. VAL	TOTALS INT EARNED
1	1	75	1973/04	343.74	287.49	343.74	287.49
1	1	75	1973/06	344.55	288.30	344.55	288.30
1	1	75	1973/08	348.63	292.38	348.63	292.38
1	1	75	1973/10	341.85	285.60	341.85	285.60
1	1	100	1973/01	466.28	391.28	466.28	391.28
1	1	100	1973/01	466.28	391.28	466.28	391.28
1	1	100	1973/02	467.48	392.48	467.48	392.48
1	1	100	1973/03	458.32	383.32	458.32	383.32
1	1	100	1973/03	458.32	383.32	458.32	383.32
1	1	100	1973/04	458.32	383.32	458.32	383.32
1	1	100	1973/05	458.32	383.32	458.32	383.32
PAGE TOTAL						4612.09	3862.09

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

*Barclay Am
Town & County
Branch require
for sale of all our
1973 Savings Bonds
6/7/00*

*Total \$8740.49 not.
Total \$10446.74*

*Redemption
Value*

P4934

GENERAL ATOMIC COMPANY

GA 268 Rev. 1-74

CALCULATIONS FOR 1973 SERIES E BONDS							
EQUIP. NO.	PROJ. NO.	CALC. NO.	PAGE	OF			
PREPARED BY	DATE	REF. DOCUMENTS:					
REVIEWED BY	DATE	FIGURAN FOR JUNE REDUCTION					
APPROVED BY	DATE						
ISSUE DATE	QUANTITY	SERIAL#	TOTAL VALUE	COST	INT. EARNED		
JAN 1973	100	C-2116581264E	466.28	75	391.28	✓	
JAN 1973	100	C-2116581265E	466.28	75	391.28	✓	
FEB 1973	100	C-2116581266E	466.28	75	391.28	392.48	
FEB 1973	75	K-223036220E	350.61	56.25	294.36	✓	
MAR 1973	100	C-2116581267E	458.32	75	383.32	✓	
MAR 1973	100	C-2116581268E	458.32	75	383.32	✓	
APR 1973	100	C-2116581271E	458.32	75	383.32	✓	
APR 1973	75	K-223036219E	343.74	56.25	287.49	✓	
MAY 1973	100	C-2116581269E	458.32	75	383.32	✓	
MAY 1973	100	C-2116581270E	458.32	75	383.32	✓	
JUNE 1973	100	C-116581272E	459.40	75	384.40	✓	
JUNE 1973	75	K-223036218E	344.53	56.25	288.30	✓	
JULY 1973	100	C-2116581273E	463.84	75	388.84	✓	
JULY 1973	100	C-2116581274E	463.84	75	388.84	✓	
AUG 1973	100	C-2116581275E	463.84	75	388.84	✓	
AUG 1973	75	K-223036216E	348.63	56.25	292.38	✓	
SEPT 1973	100	C-2116581276E	455.80	75	380.80	✓	
SEPT 1973	100	C-2116581277E	455.80	75	380.80	✓	
SEPT 1973	100	C-2116581278E	455.80	75	380.80	✓	
OCT 1973	75	K-223036217E	391.85	56.25	285.60	✓	
NOV 1973	100	C-2116581279E	455.80	75	380.80	✓	
NOV 1973	100	C-2116581280E	455.80	75	380.80	✓	
DEC 1973	100	C-2116581281E	457.40	75	372.40	✓	
DEC 1973	100	C-2116581282E	457.40	75	372.40	✓	
			10,311.55	1706.25	8,685.29		
BANK TOTAL			10,446.74				
INT.				55.20			
Bank Total			10,446.74				
Interest			1,706.25				
Interest			8740.49				
K.25			2447.34		2,250 = 91.88		
			2250.00		3250		
			197.39		5500		

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Page

December Redemptor

1	2	3	4	5	6	7	8	9	10	11	12	13
Debit	Credit	Balance	Month	Day	Amount	Debit	Credit	Balance	Month	Day	Amount	Balance
			Sept 1969									
			RET.									
			YLD.									
			DEC.									
			April 1969									
			May									
			June									
			Aug									
			Sept									
			Oct									
			Nov									
			Dec									
			March 70									
			April									
			May									
			June									
			Aug									
			Sept									

913 - B/W
813 - G/W
813 - B/W

P4937

20-20566.2071

BRUNSTING000970

SAVINGS - STOCK BONUS PLAN OF
GULF OIL CORPORATION

EMPLOYEE NO: 114162
LOCATION NO: 150
SOC SEC NO: 282-32-8905

AUTHORIZATION FOR SETTLEMENT

IN ACCORDANCE WITH THE PROVISIONS OF THE SAVINGS-STOCK BONUS PLAN,
THE SETTLEMENT SHOWN BELOW IS AUTHORIZED TO BE MADE FOR THE ACCOUNT OF
E.H. BRUNSTING BY REASON OF REQUEST 12/31/82
PART OF THIS SETTLEMENT MAY BE TAXABLE.

			COST OF SECURITIES	CASH PAYMENT	TOTAL FUND SETTLEMENT
SAVINGS FUNDS:					
1982 TERM-	36 BONDS	178 UNITS	2,225.00	4.84	2,229.84
STOCK BONUS FUNDS:					
LONG TERM-	SHARES @	\$.000			
LONG TERM SAVINGS FUNDS:					
OPTION 1-	SHARES @	\$.000			
OPTION 2					
SAVERS A-	SHARES @	\$.000			
SAVERS B					

TOTAL SETTLEMENT UNDER ALL FUNDS:					
36 BONDS	SHARES		2,225.00	4.84	2,229.84

CHECK DATE 03/25/83 , NUMBER 214850, PAYEE E. H. BRUNSTING

BENEFITS COMMITTEE

DATE MARCH 25, 1983

BY PHILIP E. LINTNER
SECRETARY

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1-800 333 2919

DESCRIPTIONS OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

ISSUE DATE	DENOMINATION	SERIAL NUMBER	INSCRIPTION
8/27/67 JAN 1968	123.71 25	Q2323610188E	ELMER H. BRUNSTING OR Q641817019E NELVA E. BRUNSTING
8/27/67 JAN 1968	491.84 100	C488366018E	DITTO C-2116581318E
8/27/67 FEB 1968	491.84 100	C488381553E	DITTO C-2116581319E
8/22/67 MARCH 1968	491.84 100	C487597606E	DITTO C-2116581320E
7/3/57 JULY 1968	495.84 100	C492930507E	DITTO Sold - Mord?
8/27/67 AUG 1968	123.92 25	Q2369597957E	DITTO Q6418117018E
8/27/67 AUG 1968	495.84 100	C495526689E	DITTO C-2116581371E
SEPT 1968	123.92 25	Q2376239798E	DITTO Q641817017E
SEPT 1968	495.84 100	C495554472E	DITTO C-2116581316E
OCT 1968	123.92 25	Q2376412853E	DITTO Q6418117016E
OCT 1968	495.84 100	C495571546E	DITTO C-2116581315E
NOV 1968	123.92 25	Q2382934338E	DITTO Q6418117015E
NOV 1968	495.84 100	C496529219E	DITTO C-2116581314E
DEC 1968	491.36 100	C496545465E	DITTO C-2116581313E
DEC 1968	124.37 25	Q2389590020E	DITTO Q6418172020E
	519.772		
8/27/67 JAN 1969	124.33 25	Q2402769422E	ELMER H BRUNSTING Q6418172021E NELVA E BRUNSTING
7/31/67 JAN 1969	491.84 100	C497448486E	DITTO Sold
8/27/67 FEB 1969	124.33 25	Q2409958642E	DITTO Q6418172022E
8/27/67 FEB 1969	491.84 100	C499254901E	DITTO C-2116581323E
8/27/67 MARCH 1969	495.84 100	L757031560E	DITTO L-2225131884E
MARCH 1969	117.13 100	C499266790E	DITTO C-2116581324E
8/27/67 APRIL 1969	124.33 25	Q2422715395E	DITTO Q6418172023E
APRIL 1969	491.84 100	C499274128E	DITTO C-2116581325E
MAY 1969	246.15 50	L763056023E	DITTO L-2225131885E
MAY 1969	491.84 100	C502244708E	DITTO C-2116581326E
JUNE 1969	240.04 50	L766519117E	DITTO L-2225131886E
JUNE 1969	490.16 100	C502238466E	DITTO C-2116581327E
8/27/67 JULY 1969	115.83 25	Q2440232983E	DITTO Q6418172024E
7/3/97 JULY 1969	475.30 100	C502260677E	DITTO Sold
8/27/67 AUG 1969	238.14 50	L772779399E	DITTO L-2225131887E
AUG 1969	476.34 100	C504859197E	DITTO C-2116581221E
SEPT 1969	238.20 50	L775389203E	DITTO L-2225131881E
SEPT 1969	476.40 100	C504883348E	DITTO C-2116581329E
OCT 1969	119.42 25	Q2468249697E	DITTO Q6418172025E
OCT 1969	476.40 100	C506399101E	DITTO C-2116581330E
NOV 1969	238.40 50	L777324452E	DITTO L-2225131882E
NOV 1969	476.40 100	C506442126E	DITTO C-2116581331E
DEC 1969	119.72 25	Q2476363422E	DITTO Q6418172025E
DEC 1969	475.88 100	C506449027E	DITTO C-2116581308E
	760.58		
JAN 1970	236.94 50	L779356396E	ELMER H BRUNSTING OR 2225131883E NELVA E BRUNSTING
8/27/67 JAN 1970	478.92 100	C507351868E	DITTO C-2116581309E
FEB 1970	118.78 25	Q2489045403E	DITTO Q6418172026E
FEB 1970	471.12 100	C507371517E	DITTO C-2116581234E
MARCH 1970	237.58 50	L781533895E	DITTO L-2225131865E

7/3/67 ~~01-1972~~ 100 C-2116581302E

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PAGE2

MARCH 1970 ✓ 237.58 100
 APRIL 1970 ✓ 118.78 50
 APRIL 1970 ✓ 475.12 100
 MAY 1970 ✓ 237.58 50
 MAY 1970 ✓ 475.12 100
 JUNE 1970 ✓ 237.58 50
 JUNE 1970 ✓ 475.16 100
 9/23/80 JULY 1970 258.70 50
 9/23/80 JULY 1970 477.40 100
 AUG 1970 ✓ 236.92 50
 AUG 1970 ✓ 472.64 100
 SEPT 1970 ✓ 118.44 25
 SEPT 1970 ✓ 473.2 100
 OCT 1970 ✓ 236.84 50
 OCT 1970 ✓ 473.26 100
 NOV 1970 ✓ 236.84 50
 NOV 1970 ✓ 472.76 100
 DEC 1970 ✓ 237.46 50
 DEC 1970 ✓ 474.84 100

7750.00

JAN 1971 ✓ 201.32 50
 JAN 1971 ✓ 402.64 100
 FEB 1971 ✓ 201.74 50
 FEB 1971 ✓ 403.48 100
 MARCH 1971 ✓ 201.74 50
 MARCH 1971 ✓ 403.48 100
 APRIL 1971 ✓ 201.74 50
 APRIL 1971 ✓ 402.74 100
 MAY 1971 ✓ 202.61 75
 MAY 1971 ✓ 402.48 100
 JUNE 1971 ✓ 297.63 75
 JUNE 1971 ✓ 396.84 100
 JULY 1971 ✓ 198.72 50
 JULY 1971 ✓ 397.52 100
 AUG 1971 ✓ 298.17 75
 AUG 1971 ✓ 397.56 100
 SEPT 1971 ✓ 198.74 50
 SEPT 1971 ✓ 397.53 100
 OCT 1971 ✓ 298.17 75
 OCT 1971 ✓ 397.52 100
 NOV 1971 ✓ 198.78 50
 NOV 1971 ✓ 397.52 100
 DEC 1971 ✓ 298.53 75
 DEC 1971 ✓ 398.56 100

7698.52

7/3/81 JAN 1972 ✓ 293.07 75
 7/3/81 JAN 1972 ✓ 390.72 100
 FEB 1972 ✓ 195.80 50
 FEB 1972 ✓ 391.60 100

C509742914E
 L781622843E
 C513299043E
 LL781689413E
 C513338157E
 L781840738E
 C513377785E
 L794088310E
 C513404100E
 L796803115E
 C 515732747E
 Q2528750393E
 C515801272E
 L801969302E
 C515833390E
 L802022535E
 C515886588E
 L807326463E
 C 515436590E

L807366168E
 C518450821E
 L812941238E
 C518516321E
 L815611153E
 C522495921E
 L817774095E
 C523365879E
 K14200621E
 C523483834E
 K14670394E
 C526107354E
 L819574435E
 C528427319E
 K15016278E
 C529794380E
 L825480119E
 C529877212E
 K15187296E
 C529895593E
 L835532053E
 C531353752E
 K16443059E
 C534218555E

K16841325E
 C 535345407E
 L1002342624E
 C536246756E

DITTO C-2116581310E
 DITTO L-2225131866E
 DITTO C-2116581311E
 DITTO L-2225131867E
 DITTO C-2116581312E
 DITTO L-2225131868E
 DITTO C-2116581283E
 DITTO L-2225131869E
 DITTO C-2116581284E
 DITTO L-2225131870E
 DITTO C-2116581285E
 DITTO Q 648172027E
 DITTO C-2116581286E
 DITTO L-2225131871E
 DITTO C-2116581897E
 DITTO L-2225131872E
 DITTO C-2116581288E
 DITTO L-2225131873E
 DITTO C-2116581289E

ELMER H BRUNSTING OR L 2225131874E
 NELVA BRUNSTING C-2116581290E
 DITTO L-2225131875E
 DITTO C-2116581291E
 DITTO L-2225131876E
 DITTO C-2116581292E
 DITTO L-2225131877E
 DITTO C-2116581293E
 DITTO K 223036235E
 DITTO C-2116581294E
 DITTO K 223036234E
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 DITTO L-2225131878E
 DITTO C-2116581296E
 DITTO K 223036238E
 DITTO C-2116581297E
 DITTO L-2225131879E
 DITTO C-2116581298E
 DITTO L-223036232E
 DITTO C-2116581299E
 DITTO L-2225131880E
 DITTO C 2116581300E
 DITTO K 223036231E
 DITTO C-2116581301E

ELMER H BRUNSTING OR K 223036198E
 NELVA E BRUNSTING
 DITTO L-2225131857E
 DITTO C-2116581303E

C-2116581302E

P4941

MARCH 1972 ✓ 293.7375
 MARCH 1972 ✓ 391.64100
 APRIL 1972 ✓ 293.7375
 APRIL 1972 ✓ 391.64100
 MAY 1972 ✓ 293.7375
 MAY 1972 ✓ 391.64100
 JUNE 1972 ✓ 294.5475
 JUNE 1972 ✓ 392.72100
 JULY 1972 ✓ 288.7575
 JULY 1972 ✓ 385100
 AUG 1972 ✓ 289.4175
 AUG 1972 ✓ 385.88100
 SEPT 1972 ✓ 289.4175
 SEPT 1972 ✓ 385.88100
 OCT 1972 ✓ 289.4175
 OCT 1972 ✓ 385.88100
 NOV 1972 ✓ 289.4175
 NOV 1972 ✓ 385.88100
 DEC 1972 ✓ 290.0175
 DEC 1972 ✓ 386.64100
 8071.13

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 C1007854435E
 K101234776E
 C1009583723E
 K101497925E
 C1013424162E
 K101674271E
 C1014677804E
 K101717239E
 C1014769185E

DITTO K 223036230R
 DITTO C-2116581304R
 DITTO K-223036229E
 DITTO C-2116581305R
 DITTO K 223036228E
 DITTO C-2116581306E
 DITTO K 223036227E
 DITTO C-2116581307E
 DITTO K 223036226E
 DITTO C-2116581258R
 DITTO K 223036225E
 DITTO C-2116581259R
 DITTO K 223036224E
 DITTO C-2116581260R
 DITTO K 223036223E
 DITTO C-2116581261E
 DITTO K 223036222E
 DITTO C-2116581262E
 DITTO K 223036221E
 DITTO C-2116581263E

Each 76/100
 JAN 1973 379.04100
 JAN 1973 379.04100
 FEB 1973 28975
 FEB 1973 380100
 MARCH 1973 380100
 MARCH 1973 380100
 APRIL 1973 26575
 APRIL 1973 380100
 MAY 1973 380100
 MAY 1973 380100
 JUNE 1973 289.6475
 JUNE 1973 380.88100
 JULY 1973 379.40100
 JULY 1973 379.40100
 AUG 1973 280.6475
 AUG 1973 374.24100
 SEPT 1973 374.24100
 SEPT 1973 374.24100
 OCT 1973 280.6475
 OCT 1973 374.24100
 NOV 1973 374.24100
 NOV 1973 374.24100
 DEC 1973 380.64100
 DEC 1973 380.64100

C1017412539E
 C1017412540E
 K103456625E
 C1019165387E
 C1020967659E
 C1020967660E
 K103502429E
 C1022725346E
 C1022743153E
 C1022743154E
 K104260431E
 C1024190568E
 C1025207524E
 C1025207525E
 K104501960E
 C1026856168E
 C1028489865E
 C1028489866E
 K105207666E
 C1030186694E
 C1031889677E
 C1031889678E
 C1031993682E
 C1031993683E

ELMER H BRUNSTING ORC-2116581264E
 NELVA E BRUNSTING C-2116581265R
 DITTO K-223036220E
 DITTO C-2116581266R
 DITTO C-2116581267R
 DITTO K-2116581268R
 DITTO K-223036219E
 DITTO C-2116581271E
 DITTO C-2116581269R
 DITTO C-2116581270E
 DITTO K-223036218E
 DITTO C-2116581272R
 DITTO C-2116581273E
 DITTO C-2116581274E
 DITTO K 223036216R
 DITTO C-2116581275E
 DITTO C-2116581271E
 DITTO K-223036217
 DITTO C-2116581278E
 DITTO C-2116581279E
 DITTO C-2116581279E
 DITTO C-2116581280E
 DITTO C-2116581281E
 DITTO C-2116581282E

4/4/02
 1/17/01
 JAN 1974 272.7675
 JAN 1974 363.64100
 FEB 1974 272.7675

K105609333E
 C1034862765E
 K106301025E

ELMER H BRUNSTING ORK-223036215E
 NELVA E BRUNSTING C-2116581234E
 DITTO K 223036214E

*Manual Plan
 Average
 200*

*456.36 -
 434/100*

*381.36 Div.
 2500 Div.
 = 10,850
 1/1974*

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9/7/01 *pk as member*

PAGE 4

FEB 1974 363.68 100
 MARCH 1974 363.68 100
 MARCH 1974 363.68 100
 APRIL 1974 363.68 100
 APRIL 1974 363.68 100
 MAY 1974 356.48 100
 MAY 1974 356.48 100
 JUNE 1974 357.32 100
 JUNE 1974 357.32 100

C1037551320E
 C1039590046E
 C1039590047E
 C1039616578E
 C1039616579E
 C1040575108E
 C1040575109E
 C1040666253E
 C1040666254E

DITTO C-2116581235E
 DITTO C-2116581236E
 DITTO C-2116581237E
 DITTO C-2116581238E
 DITTO C-2116581239E
 DITTO C-2116581240E
 DITTO C-2116581241E
 DITTO C-2116581242E
 DITTO C-2116581243E

JULY 1974 59.32 25
 JULY 1974 357.32 100
 JULY 1974 357.32 100
 AUG 1974 59.32 25
 AUG 1974 357.32 100 ✓
 AUG 1974 357.32 100 ✓
 SEPT 1974 59.32 25 ✓
 SEPT 1974 357.32 100 ✓
 SEPT 1974 357.32 100 ✓
 OCT 1974 59.32 25 ✓
 OCT 1974 702.08 200 ✓
 NOV 1974 873.25 ✓
 NOV 1974 702.08 200 ✓
 DEC 1974 702.08 200 ✓

Q5206129943E
 C1040699695E
 C1040699696E
 Q5207177764E
 C1042675840E
 C1042675841E
 Q5212656678E
 C1044277355E
 C1044277356E
 Q5219890347E
 R104236199E
 Q5227328461E
 R104238066E
 R105532207E

DITTO Q6418172011E
 DITTO C-2116581244E
 DITTO C-2116581245E
 DITTO Q6418172014E
 DITTO C-2116581246E
 DITTO C-2116581247E
 DITTO Q641812019E
 DITTO C-2116581248E
 DITTO C-2116581249E
 DITTO Q6418172029E
 DITTO R-214370762E
 DITTO Q6418172028E
 DITTO R-214370763E
 DITTO R-214370764E

2200
 1500
 2600

4/4/02
 1/11/03

644.2
 809.28
 809.28

JAN 1975 702.08 200
 FEB 1975 87.76 25
 FEB 1975 702.08 200
 MARCH 1975 171.52 50
 MARCH 1975 702.08 200
 APRIL 1975 171.52 50
 APRIL 1975 702.08 200
 MAY 1975 172.08 50
 MAY 1975 689.76 200
 JUNE 1975 86.88 25
 JUNE 1975 86.88 200
 JULY 1975 172.44 50
 JULY 1975 689.76 200
 AUG 1975 172.44 50
 AUG 1975 689.76 200
 SEPT 1975 172.44 50
 SEPT 1975 689.76 200
 OCT 1975 172.44 50
 OCT 1975 689.76 200
 NOV 1975 253.59 75
 NOV 1975 677.76 200
 DEC 1975 254.16 75
 DEC 1975 677.76 200

R105534602E
 Q5250876813E
 R105537285E
 L1110504385E
 R105552232E
 L10655080468E
 R105555261E
 L20046344533E
 R200729202E
 Q6011260745E
 R200475099E
 L2008122240E
 R200478983E
 L2011260401E
 R201130474E
 L2019145590E
 R201134203E
 L2025225306E
 R201145065E
 K202269628E
 R201438781E
 K202852678E
 R202448340E

ELMER H BRUNSTING OR R-214370761E
 NELVA E BRUNSTING Q6418172030E
 DITTO R-214370760E
 DITTO L-2225131868E
 DITTO R-214370759E
 DITTO L-2225131859E
 DITTO R-214370758E
 DITTO L-2225131860E
 DITTO R-214370757E
 DITTO Q6418172031E
 DITTO R-214370756E
 DITTO L-2225131861E
 DITTO R-214370755E
 DITTO L-2225131862E
 DITTO R-214370754E
 DITTO L-2225131863E
 DITTO R-214370753E
 DITTO L-2225131864E
 DITTO R-214370752E
 DITTO K-223036213E
 DITTO R-214370774E
 DITTO K-223036212E
 DITTO R-214370773E

ok
 7/1/01

10,193.94
 4461.65

reported 33,242.29
 7,212.24 of which 6,087.24 is taxable

Handwritten notes on the left margin: "Cashed", "2000", "Dmit", and "2/27/07".

Vertical list of months from JAN 1976 to DEC 1976.

Handwritten numbers corresponding to the months, including values like 254.1975, 677.84200, and 11,099.16.

Vertical list of months from JAN 1977 to DEC 1977.

Handwritten numbers corresponding to the months from 1977, including values like 327.24 100, 654.48 200, and 287.00 100.

Vertical list of alphanumeric codes (e.g., K202864265E, R202451895E) corresponding to the 1976 months.

Vertical list of alphanumeric codes (e.g., C20361322118E, R204541333E) corresponding to the 1977 months.

Vertical list of names and alphanumeric codes (e.g., ELMER H BRUNSTING ORK-223036211E, NELVA E BRUNSTING R-214370772E) corresponding to the 1976 months.

Vertical list of names and alphanumeric codes (e.g., ELMER H BRUNSTING ORC-211658127E, NELVA E BRUNSTING R214370780E) corresponding to the 1977 months.

Handwritten note at the bottom left: "2/27/07 19,708.78".

DEC 1977
DEC 1977

28
100

Q6233889753E
C2061750948E

DITTO
DITTO

DEC 1977

Cashier

200

PAGE 6

R207846639E

DITTO R214 370 789E

JAN 1978
JAN 1978

314/68

287 100
594 200

C2063616775E
R208068104E

ELMER H. BRUNSTING ORC-2116581231E
NELVA E BRUNSTING R214 370 785E

~~FEB 1980~~

~~FEB 1980~~

~~FEB 1980~~

MARCH 1980

MARCH 1980

APRIL 1980

APRIL 1980

194.43 75
259.24 100
578.48 200
578.48 200
518.48 200
194.43 75
259.24 100

K221891597E
C2107430100E
R212872691E
R212956976E
R212956977E
K222388747E
C2108816696E

ELMER H BRUNSTING OR K223092179E
NELVA E BRUNSTING C-2116581232E
DITTO R-214 370 787 E
DITTO R-214 370 786 E
DITTO R 214 370 785 E
DITTO K.223 036 200 E
DITTO C-2116581233 E

2462.78

FEB 1981

FEB 1981

FEB 1981

MARCH 1981

MARCH 1981

APRIL 1981

APRIL 1981

APRIL 1981

MAY 1981

MAY 1981

MAY 1981

JUNE 1981

JUNE 1981

JUNE 1981

JULY 1981

JULY 1981

JULY 1981

AUG. 1981

AUG. 1981

AUG. 1981

SEPT 1981

SEPT 1981

SEPT 1981

OCT 1981

OCT 1981

NOV 1981

NOV 1981

NOV 1981

DEC 1981

DEC 1981

DEC 1981

161.40 50
242.1 75
645.60 200
161.40 50
242.1 75
645.60 200
161.40 50
322.80 100
645.60 200
152.96 50
229.44 75
611.84 200
152.96 50
229.44 75
611.84 200
152.96 50
305.92 100
611.84 200
152.96 50
229.44 75
611.84 200
152.96 50
305.92 100
611.84 200
152.96 50
229.44 75
611.84 200
148.52 50
227.76 75
594.08 200
148.52 50
297.04 100
594.08 200

L50420726EE
K19777823EE
R7766450EE
L57948286EE
K19824806EE
R7862790EE
L62652169EE
C22831762EE
R7935030EE
L66997209EE
K20201615EE
R8890396EE
L67154411EE
K20988705EE
R8963741EE
L71018815EE
C27478706EE
R9080782EE
L77515409EE
K21069991EE
R9163791EE
L78689195EE
C31829104EE
R299558EE
L83335953EE
K21754483EE
R10284711EE
L87201014EE
K21962801EE
R10473740EE
L87994774EE
C35846236EE
R10720744EE

ELMER H BRUNSTING OR L 550 298 074 EE
NELVA E BRUNSTING K101 747 190 EE
DITTO R 13 734 464 EE
DITTO L 550 298 073 EE
DITTO K 101 747 189 EE
DITTO R 13 734 463 EE
DITTO L 550 298 072 EE
DITTO C 586 074 555 EE
DITTO R 13 734 463 EE
DITTO L 550 298 071 EE
DITTO K 101 747 188 EE
DITTO R 13 734 463 EE
DITTO L 550 298 070 EE
DITTO K 101 747 187 EE
DITTO R 13 734 463 EE
DITTO L 550 298 069 EE
DITTO C 586 074 554 EE
DITTO R 13 734 463 EE
DITTO L 550 298 068 EE
DITTO K 101 747 186 EE
DITTO R -13 734 463 EE
DITTO L 550 298 067 EE
DITTO C 586 074 553 EE
DITTO R 13 734 463 EE
DITTO L 550 298 066 EE
DITTO K 101 747 185 EE
DITTO R 13 734 463 EE
DITTO L 550 298 065 EE
DITTO K 101 747 184 EE
DITTO R 13 734 463 EE
DITTO L 550 298 064 EE
DITTO C -586 074 552 EE
DITTO R 13 734 463 EE

17,196.98

P4945

PAGE 7

JAN 1982 222.7875
 JAN 1982 297.04 100
 JAN 1982 594.00 200
 FEB 1982 148.52 50
 FEB 1982 297.04 100
 FEB 1982 594.00 200
 MARCH 1982 222.7875
 MARCH 1982 297.04 100
 MARCH 1982 594.00 200
 APRIL 1982 222.7875
 APRIL 1982 297.04 100
 APRIL 1982 594.00 200
 MAY 1982 216.30 75
 MAY 1982 288.40 100
 MAY 1982 576.80 200
 JUNE 1982 216.30 75
 JUNE 1982 288.40 100
 JUNE 1982 576.80 200
 JUL 1981 216.30 75
 JULY 1982 288.40 100
 JULY 1982 576.80 200
 AUG 1982 216.30 75
 AUG 1982 288.40 100
 AUG 1982 576.80 200
 SEPT 1982 144.20 50
 SEPT 1982 288.40 100
 SEPT 1982 576.80 200
 OCT 1982 216.30 75
 OCT 1982 288.40 100
 OCT 1982 576.80 200
 NOV 1982 192.72 75
 NOV 1982 256.96 100
 NOV 1982 513.92 200
 DEC 1982 192.72 75
 DEC 1982 256.96 100
 DEC 1982 513.92 200

12,725

JAN 1983 192.72 75
 JAN 1983 256.96 100
 JAN 1983 513.92 200
 FEB 1983 128.48 50
 FEB 1983 256.96 100
 FEB 1983 513.92 200
 MARCH 1983 192.66 75
 MARCH 1983 256.88 100
 MARCH 1983 513.76 200
 APRIL 1983 192.66 75
 APRIL 1983 256.88 100
 APRIL 1983 513.76 200
 MAY 1983 182.34 75
 MAY 1983 243.12 100

K22664763EE
 C36623992EE
 R11303467EE
 L91576789EE
 C36678673EE
 R11338971EE
 K23083831EE
 C36718817EE
 R11374723EE
 K23121260EE
 C40523680EE
 R11584168EE
 K23495917EE
 C40594461EE
 R11601130EE
 K23536240EE
 C41593583EE
 R11710847EE
 K23579140EE
 C43012682EE
 R11827387EE
 K29080326EE
 C43673159EE
 R11843838EE
 L109061867EE
 C43899488EE
 R11932700EE
 K34434512EE
 C46517845EE
 R12764765EE
 K34462816EE
 C46556481EE
 R12807995EE
 K35841574EE
 C47000524EE
 R13202009EE

K35869372EE
 C47086584EE
 R13214791EE
 L136290497EE
 C54019850EE
 R13915588EE
 K36534795EE
 C54064392EE
 R14184718EE
 K39737381EE
 C55118367EE
 R14244640EE
 K39755808EE
 C55144028EE

ELMER H BRUNSTING OR K101747183EE
 NELVA E BRUNSTING C586074531EE
 DITTO R137344629EE
 DITTO L550298063EE
 DITTO C586074530EE
 DITTO R137344628EE
 DITTO K101747182EE
 DITTO C586074549EE
 DITTO R137344627EE
 DITTO K101747181EE
 DITTO C586074548EE
 DITTO R137344626EE
 DITTO K101747180EE
 DITTO C586074547EE
 DITTO R137344625EE
 DITTO K101747179EE
 DITTO C586074546EE
 DITTO R137344624EE
 DITTO K101747178EE
 DITTO C586074545EE
 DITTO R137344623EE
 DITTO K101747177EE
 DITTO C586074544EE
 DITTO R137344622EE
 DITTO L550298062EE
 DITTO C586074543EE
 DITTO R137344621EE
 DITTO K101747176EE
 DITTO C586074542EE
 DITTO R137344620EE
 DITTO K101747175EE
 DITTO C586074541EE
 DITTO R137344619EE
 DITTO K101747174EE
 DITTO C586074540EE
 DITTO R137344618EE

ELMER H BRUNSTING OR K101747173EE
 NELVA E BRUNSTING C586074539EE
 DITTO R137344617EE
 DITTO L550298061EE
 DITTO C586074538EE
 DITTO R137344616EE
 DITTO K101747172EE
 DITTO C586074537EE
 DITTO R137344615EE
 DITTO K101747171EE
 DITTO C586074536EE
 DITTO R137344614EE
 DITTO K101747170EE
 DITTO C586074535EE

P4946

1-800-333-2919

492

P4947

PAGE 8

MAY 1983
 JUNE 1983
 JUNE 1983
 JUNE 1983
 JULY 1983
 JULY 1983
 JULY 1983

486.24 200
 182.34 75
 243.12 100
 486.24 200
 182.34 75
 234.12 100
 486.24 200

R14256620EE
 K39784382EE
 C55185840EE
 R15649975EE
 K39817083EE
 C55647118EE
 R14702862EE

DITTO R137344613 EE
 DITTO K101747169 EE
 DITTO C586074534 EE
 DITTO R137344612 EE
 DITTO K101747168 EE
 DITTO C586074533 EE
 DITTO R137344611 EE

6515.77

SERIES HH BONDS TAXABLE

OCT 1982 385.52
 OCT 1982 385.53

Redeemed by holder only 713-617-4493

500 *Santa* D284696HH
 500 *1/21/02* D284697HH

ELMER H BRUNSTING ORD 4252731 HH
 NELVA E BRUNSTING D 4252732 HH

NOV 1988 694.56
 NOV 1988 694.56

1000 M2577341HH
 1000 M2577342HH

DITTO M6024223 HH
 DITTO M6024224 HH

3000

Saved for 20 yrs

123,531.51

123,581.51

3000 T HH

120,581.51

B & EE 26,493.75 cost

94,087.76 *TOTAL*

2160.18 *HH Total*

96,247.94 *TAX ABF*

26,949.42 *@ 28%*

69,298.52 *TAX PD*

26,493.75 *cost B & EE*

2832 *cost H-H*

96,624.27 *clean*

Purchase Price
(1713) net @ 15.7%
Taxable

HH - 3000 PMA
Int. Tax 21.60
2840

385.53
694.56
1080.09
42
2160.18

3000
2165
2832

1403 Present

P4948

~~1502 333 2919~~

~~FOB Kansas City~~

P4949

PD F 5313
Department of the Treasury
Bureau of the Public Debt
(Revised June 1997)

SAVINGS BOND REDEMPTION CHECK

The enclosed check represents payment for the redemption of series F, G, H, J, K, or HH bonds. If you also requested payment for the redemption of series EE or E bonds or the issue of new bonds, you will receive them separately.

Please direct questions concerning this check to the Bureau of the Public Debt at (304) 480-7999.

*U.S.GPO:1997-418-006/64315

P4950

20-20566 2084
BRUNSTING000983

**PLEASE READ INSTRUCTIONS BEFORE PREPARING FORM
REQUEST FOR REDEMPTION OF U.S. SAVINGS BONDS, NOTES, RETIREMENT PLAN &
INDIVIDUAL RETIREMENT BONDS**

INSTRUCTIONS

1. Complete separate requests for Series E/EE, H/HH, and I bonds.
2. All bonds must be signed by the payee and the signature must be certified by a bank official, authorized bank individual or notary on the back of the bond.
3. When bonds are being submitted to the Federal Reserve Bank for redemption, we become the paying agent. Therefore, your paying agent stamp is not needed on the front of the bond and the 1099-INT will be issued by the Bureau of Public Debt at the end of the year.
4. Series H/HH bonds will suffer a loss of interest if presented for payment in any month other than the month that interest is paid. Be sure to check the appropriate box below to clarify the payee's intentions for payment.
5. Series EE bonds issued after May 1, 1997, and I bonds are subject to a loss of the three most recent months' interest when redeemed within the first five years.

If you have any questions, please do not hesitate to call the Savings Bond Customer Service Unit between the hours of 8:00 a.m. and 6:00 p.m. CDT.

Submit completed form to:

Kansas City Area 881-2919
Long Distance Calls (800) 333-2919

Federal Reserve Bank of Kansas City
Savings Bond Department
P.O. Box 419440
Kansas City, Missouri 64141-6440

Series of Bonds	Number of Bonds	Total Face Value	Payee's Social Security or Tax I.D. Number	Date
Payee's Name				
Payee's Street Address				
City, State, Zip Code				
Name of Contact and Telephone Number for Questions Regarding Request				
Method of Payment <input type="checkbox"/> Check, mail payment to: (If other than payee's address as indicated above). <input type="checkbox"/> Credit financial institution's reserve account or correspondent's reserve account as designated on Federal Reserve Bank records. (This is not an ACH deposit.)			Inscription on Savings Bond(s) (Name(s) and address on face of bond)	
Name of Submitting Financial Institution			Evidence <input type="checkbox"/> Return Evidence (i.e., death certificate, court papers, or other documentation) <input type="checkbox"/> Evidence previously submitted to your processing site. _____ Date	
9-Digit ABA Number		4-Digit Branch Number		
Street Address			Complete this section for Series H or HH savings bonds only. <input type="checkbox"/> Hold bonds until after interest is paid next month. NOTE: Requests can only be held for a maximum of 30 business days prior to the next interest payment due date.	
City, State, Zip Code			Pay Bonds in month of _____ <input type="checkbox"/> Redeem bonds immediately regardless of interest payment due date and forfeit next interest payment. NOTE: No payment of bonds will be made during the last five business days of the month prior to the month that interest is due.	

FOR FEDERAL RESERVE BANK USE ONLY - DO NOT WRITE BELOW THIS LINE

Evidence Notations	Processing Notations															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Examiner _____</td> </tr> <tr> <td style="padding: 2px;">Date Received _____</td> </tr> <tr> <td style="padding: 2px;">Out Date _____</td> </tr> <tr> <td style="padding: 2px;">Initials _____</td> </tr> <tr> <td style="padding: 2px;">Date Examined _____</td> </tr> </table>	Examiner _____	Date Received _____	Out Date _____	Initials _____	Date Examined _____	<table style="width: 100%;"> <tr> <td style="width: 50%;">TRAN _____</td> <td style="width: 50%;">PRI _____</td> </tr> <tr> <td>1st Pass _____</td> <td>Total CRV _____</td> </tr> <tr> <td>2nd Pass _____</td> <td></td> </tr> <tr> <td>Arb _____</td> <td>Unbal _____</td> </tr> <tr> <td>Res _____</td> <td>Bal _____</td> </tr> </table>	TRAN _____	PRI _____	1st Pass _____	Total CRV _____	2nd Pass _____		Arb _____	Unbal _____	Res _____	Bal _____
Examiner _____																
Date Received _____																
Out Date _____																
Initials _____																
Date Examined _____																
TRAN _____	PRI _____															
1st Pass _____	Total CRV _____															
2nd Pass _____																
Arb _____	Unbal _____															
Res _____	Bal _____															

**PLEASE READ INSTRUCTIONS BEFORE PREPARING FORM
REQUEST FOR REDEMPTION OF U.S. SAVINGS BONDS, NOTES, RETIREMENT PLAN &
INDIVIDUAL RETIREMENT BONDS**

INSTRUCTIONS

1. Complete separate requests for Series E/EE, H/HH, and I bonds.
2. All bonds must be signed by the payee and the signature must be certified by a bank official, authorized bank individual or notary on the back of the bond.
3. When bonds are being submitted to the Federal Reserve Bank for redemption, we become the paying agent. Therefore, your paying agent stamp is not needed on the front of the bond and the 1099-INT will be issued by the Bureau of Public Debt at the end of the year.
4. Series H/HH bonds will suffer a loss of interest if presented for payment in any month other than the month that interest is paid. Be sure to check the appropriate box below to clarify the payee's intentions for payment.
5. Series EE bonds issued after May 1, 1997, and I bonds are subject to a loss of the three most recent months' interest when redeemed within the first five years.

If you have any questions, please do not hesitate to call the Savings Bond Customer Service Unit between the hours of 8:00 a.m. and 6:00 p.m. CDT.

Submit completed form to:

Kansas City Area 881-2919
Long Distance Calls (800) 333-2919

Federal Reserve Bank of Kansas City
Savings Bond Department
P.O. Box 419440
Kansas City, Missouri 64141-6440

Series of Bonds	Number of Bonds	Total Face Value	Payee's Social Security or Tax I.D. Number	Date
Payee's Name				
Payee's Street Address				
City, State, Zip Code				
Name of Contact and Telephone Number for Questions Regarding Request				
Method of Payment <input type="checkbox"/> Check, mail payment to: (If other than payee's address as indicated above). <input type="checkbox"/> Credit financial institution's reserve account or correspondent's reserve account as designated on Federal Reserve Bank records. (This is not an ACH deposit.)			Inscription on Savings Bond(s) (Name(s) and address on face of bond)	
Name of Submitting Financial Institution			Evidence <input type="checkbox"/> Return Evidence (i.e., death certificate, court papers, or other documentation) <input type="checkbox"/> Evidence previously submitted to your processing site. _____ Date	
9-Digit ABA Number		4-Digit Branch Number		
Street Address			Complete this section for Series H or HH savings bonds only. <input type="checkbox"/> Hold bonds until after interest is paid next month. NOTE: Requests can only be held for a maximum of 30 business days prior to the next interest payment due date.	
City, State, Zip Code			Pay Bonds in month of _____ <input type="checkbox"/> Redeem bonds immediately regardless of interest payment due date and forfeit next interest payment. NOTE: No payment of bonds will be made during the last five business days of the month prior to the month that interest is due.	

FOR FEDERAL RESERVE BANK USE ONLY - DO NOT WRITE BELOW THIS LINE

Evidence Notations <table border="1" style="width: 100%; margin-left: auto; margin-right: auto;"> <tr> <td style="width: 100%;"> Examiner _____ Date Received _____ Out Date _____ Initials _____ Date Examined _____ </td> </tr> </table>	Examiner _____ Date Received _____ Out Date _____ Initials _____ Date Examined _____	Processing Notations <table style="width: 100%;"> <tr> <td>TRAN _____</td> <td>PRI _____</td> </tr> <tr> <td>1st Pass _____</td> <td>Total CRV _____</td> </tr> <tr> <td>2nd Pass _____</td> <td></td> </tr> <tr> <td>Arb _____</td> <td>UrbaI _____</td> </tr> <tr> <td>Res _____</td> <td>Bal _____</td> </tr> </table>	TRAN _____	PRI _____	1st Pass _____	Total CRV _____	2nd Pass _____		Arb _____	UrbaI _____	Res _____	Bal _____
Examiner _____ Date Received _____ Out Date _____ Initials _____ Date Examined _____												
TRAN _____	PRI _____											
1st Pass _____	Total CRV _____											
2nd Pass _____												
Arb _____	UrbaI _____											
Res _____	Bal _____											

Dear Savings Bond Customer *W*

Enclosed are the Savings Bond forms you requested. If you are sending a transaction to our office for processing, please be sure to include the completed form and any necessary legal documents. If enclosing savings bonds, please record serial numbers prior to mailing.

Federal Reserve Bank - K.C.
 PO Box 419440
 Kansas City, MO 64141-6440



Form #	Quantity
PD 345	
PD 385-1	
PD 1048	
PD 1050	
PD 1455	
PD 1522	
PD 1849	
PD 1851	
PD 1938	
PD 1980	
PD 1993	
PD 2458	
PD 2488-1	
PD 2517	

Form #	Quantity
PD 2966	
PD 3062	
PD 3253	
PD 3360	
PD 3500	
PD 3501	
PD 3600	
PD 3782	
PD 3900	
PD 4000	
PD 4651	
PD 4652	
PD 5255	
PD 5263	

SD 89 (Rev. 4-96)

E. Brunsting
 13630 Pine Rock
 Houston TX 77079

Attention: _____

ABA No. _____ Daytime Phone # *713 464-4391* Over

P4953

Form #	Quantity
PD 5263-1	
PD 5276	
PD 5336	
Supply Requisition	
SD 3 B	
SD 23	
SD 91	
SD 103	
SD 120	
SD 211	
FA 500	
SD 500	
SD 1340	
SF 1199A	

Form #	Quantity
W8	
W9	
SBD 2059	
SBD 2084	
SBD [REDACTED]	
SBD 2113	
SBD 2118	
SBD 2139	
SBD 2162	
CIRC 1-80	
CIRC 2-80	
CIRC 3-80	
CIRC 4-67	
CIRC 530	

Form #	Quantity
CIRC 750	
Red. Table E/SN	
Red. Table EE	
Guaranteed Rate	1
IB Packet	
PD News	
Interim Rate	
Table of Interest Dates	
The Book	
Form 1001	
Other	

P4954

Bonds to Cash in X507
March 1968 100 C 2116581320 E ^{per 100}
March 1969 50 L 222513184 E
July 1970 100 C 21165811320 E
50 L 222513184 E
50 C 2116581184 E
400 X ~ 2027
Cashed 9/23/97

P4955

0.00 *

0.00 *

0.00 *

68

2,496.00 +

2,496.00 *

120.00 +

120.00 +

120.00 +

240.00 +

240.00 +

69

240.00 +

240.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

480.00 +

5,160.00 *

120.00 +

2,400.00 +

70

4,800.00 +

7,320.00 *

2,500.00 +

5,100.00 +

7,300.00 +

14,900.00 *

+ most of 91
or all out
19 & what no
shot 7 lbs

P4956



Customer
Receipt

- Checking Deposit Savings Deposit Line of Credit Consumer Loan Commercial Loan Visa/MasterCard
- Federal Tax Deposit Safe Deposit Box Other (specify) _____

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Member FDIC

Home State of Account _____

T. J. Williams

TOTAL

8519001143W

008 159 948 70601W013D \$23054.12 D

95-14-1960B 6-2000

P4957

20-20566-2091
BRUNSTING000990



U.S. Savings Bond E/EE
Interest Income

Interest Income to be Reported to the Internal Revenue Service (Form must be typed or printed legibly)

Customer Information (Customer Mailing Address for 1099 Statement)

Customer Name (Name of party receiving funds) Elmer H. Brunsting	Tax ID (TIN) 282-32-8905
Street Address/Apt. Number 13630 Pinerock	City/State/Zip Code Houston, TX, 77079

I certify that the TIN shown on this form is my correct Taxpayer Identification Number for reporting to the IRS.

Customer Signature: *Elmer H. Brunsting* Date: 07-06-01

Associate Information

Prepared By M. Savvami	Teller Number 008	Telephone Number (713) 365-3220
Bank Number/Cost Center 15918519	Banking Center Name/ Number Town & Country 159	

Transaction Information (Complete all applicable fields)

Type of Bonds (Check applicable type) <input checked="" type="checkbox"/> Series E <input type="checkbox"/> Series EE	Redemption Date 07-06-01	Number of Bonds 11
Purchase Price (A) \$ 825.00	Interest Amount paid (B) (Amount reported to the IRS as Interest Income) \$ 4229.12	Total Amount Paid (C) (A + B = C) \$ 5054.12 ✓
Deposit to Account Number 008519001143	Total Deposit Amount \$ 5054.12	
Cash Ticket Number 24 107 @27% 9141.26 Tot	Cashier's Check Number 18006	

TEFRA Use Only

Entered By	Date 027%	Delete 23054.10	Date
Verified By	Date	Re-entered	Date

00-14-2944B 4-1999

White - TEFRA Canary - Customer Pink - File

P4958

20-20566.2092
BRUNSTING000991

BOND INFORMATION

PRESS PRINT KEY FOR COPY OF SCREEN

REDEMPTION YYYY/MO		2001/07		SERIES: 1 - E BONDS 3 - SAVINGS NOTES		2 - EE BONDS 4 - I BONDS	
# OF BONDS	SERIES	FACE VALUE	ISSUE YYYY/MO	P E R B O N D		T O T A L S	
	1, 2, 3, 4			REDEMP. VAL	INT EARNED	REDEMP. VAL	INT EARNED
1	1	100	1974/01	465.48	390.48	465.48	390.48
1	1	100	1974/02	456.36	381.36	456.36	381.36
2	1	100	1974/03	456.36	381.36	912.72	762.72
2	1	100	1974/04	456.36	381.36	912.72	762.72
2	1	100	1974/05	460.72	385.72	921.44	771.44
2	1	100	1974/06	461.80	386.80	923.60	773.60
1	1	100	1974/07	461.80	386.80	461.80	386.80

PAGE TOTAL

5054.12

4229.12

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

Bonds sold 1997

7/3, 8/3 and 9/23 Investment 123750
 Earned Interest 7041
 Redemption 8328
 all funds & checking acct. not to be paid go
 Tax due 7041 x .28 = 1971.48

12/2/97 - Investment \$ 5990
 Earned \$ 28,321
 Redemption \$ 34,311
 Tax due = 28,321 x .28 = 7930

Funds after tax

Invest Refund	\$ 5990	
Earn 28,321 x .28	<u>28,321</u>	
Funds available for Mut Funds to Town	34,311	
	<u>25000</u>	
	9311	
2,891 - 1971		
12	<u>2930</u>	9901
	9901	<u>24,410</u>
for 25000 due	<u>25000</u>	
Short		<u>590</u>
		464

9901
 9437
464

Modifications

In order to insure the success of the project, all exceptions and modifications to these obligations are to be negotiated with the Executive Director of Houston Habitat for Humanity, Inc.

The purpose of this document is not to create a legally binding agreement, but rather to set forth the expectations of each party so as to aid in creating a satisfying experience for Sponsoring Organization and Houston Habitat for Humanity.

The Board and Staff of Houston Habitat for Humanity look forward to working with in this exciting adventure.

HOUSTON HABITAT FOR HUMANITY

SPONSORING ORGANIZATION

EXHIBIT A - 4

P4961

20-20566-2095
BRUNSON 000994

Contributory Retirement Plan and
Savings-Stock Bonus Plan of
Gulf Oil Corporation

EMPLOYEE NO. 114162
LOCATION NO. 800
SOCIAL SECURITY NO. 282-32-8905

AUTHORIZATION FOR SETTLEMENT

In accordance with the provisions of the Contributory Retirement Plan and/or the Savings-Stock Bonus Plan, the settlement shown below is authorized to be made for the account of **E. H. BRUNSTING** by reason of **REQUEST** **12/31/73**

None of this settlement is taxable Part of this settlement is taxable (see attachment)

	DESCRIPTION	COST OF BONDS AND/OR STOCK	CASH PAYMENT	TOTAL FUND SETTLEMENT
CRP (Cash)	PAYMENT FROM MEMBER'S ACCOUNT: CONTRIBUTIONS INTEREST ACCUMULATED CONTRIBUTIONS PAYMENT UNDER SECTION 4F-1 OF THE PLAN			
	TOTAL SETTLEMENT UNDER CRP			
SAVINGS FUND(S) (U.S. Savings Bond(s) Series E and/or Cash)	TERM NO. 1972 24 BOND(S) 84 UNIT(S)	1,575.00	3.42	1,578.42
	TERM NO. 1973 24 BOND(S) 90 UNIT(S)	1,687.50	11.70	1,699.20
	TERM NO. BOND(S) UNIT(S)			
	TOTAL SETTLEMENT UNDER SAVINGS FUND(S) 48 BOND(S) 174 UNIT(S)	3,262.50	15.12	3,277.62
STOCK BONUS FUND(S) (Capital Stock of Gulf Oil Corporation and/or Cash)	TERM NO. SHARE(S) @			
	TERM NO. SHARE(S) @			
	TERM NO. SHARE(S) @			
	TOTAL SETTLEMENT UNDER STOCK BONUS FUND(S) SHARE(S)			
TOTAL SETTLEMENT UNDER ALL FUND(S)		3,262.50	15.12	3,277.62

NO. OF SHARES	IN NAME OF		AMOUNT

DATE	CHECK NUMBER(S)	IN NAME OF	AMOUNT
3/08/74	044993	E. H. BRUNSTING	\$15.12



**RETIREMENT PLAN COMMITTEE
SAVINGS PLAN COMMITTEE**

Date **MARCH 8, 1974**

By *James W. Chappel*
SECRETARY **P4962**

GULF 8549F PRINTED IN U.S.A.

(RETAIN THIS FORM FOR RECORD PURPOSES)

 embracing ingenuity	 Official Sponsor of the 2008 Olympic Games	Customer Receipt
<p>All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.</p> <p>Please retain this receipt until you receive your account statement.</p> <p>Thank you for banking with Bank of America. Try Online Banking at www.bankofamerica.com</p> <p style="text-align: center; font-size: 24pt;">6230515416</p>		
95-14-2005B 06-2002		

P4963

20-20566.2097
BRUNSTING000996

TERM	LOC.	EMPL. NO.	NAME	BONDS	UNITS
1972	800	114162	E. H. BRUNSTING	24	84

PLEASE NOTE

THE UNITED STATES TREASURY DEPARTMENT REGULATIONS REQUIRE THAT AN ADDRESS BE SHOWN FOR THE OWNER ON ALL BONDS ISSUED. HOWEVER, SINCE THE ADDRESS IS NOT USED FOR MAILING THE BONDS, AND SINCE AN OLD ADDRESS DOES NOT AFFECT THEIR VALIDITY, THE FEDERAL RESERVE BANK WILL NOT CHANGE ADDRESSES ON THE BONDS PURCHASED UNDER THE SAVINGS-STOCK BONUS PLAN.

ALSO, UNITS INDICATED ABOVE ARE THE TOTAL NUMBER OF \$25 BONDS (I.E., \$25 AT MATURITY, BUT \$18.75 WHEN PURCHASED). FOR EXAMPLE, A \$50 BOND IS CONSIDERED AS 1 BOND OF 2 UNITS, A \$100 BOND AS 1 BOND, BUT 4 UNITS.

P4964

WAIVER OF LIABILITY
(18 and over)

*To be read and signed by all persons intending to do volunteer work for
Houston Habitat for Humanity.*

*I understand that my (or my dependent(s)) work as a volunteer on or about a Habitat
construction site or project will expose me (or my dependent(s)) to various risks of injury or
illness. I understand and assume these risks, and agree not to hold Houston Habitat for
Humanity, its agents, employees or volunteers liable for such injury or illness.*

Chapelwood United Methodist Church Group Volunteer

Shelly Montgomery Date *17 Sept 1994*
(Signature)

P4965

1800-333 2919

all 30 yrs.

Series E

1973	Jan - Dec
1974	Jan Dec
1975	
1976	
1977	
1978	Jan only

Series B#

1981	
1982	
1983	Jan - July

minimum 19

HN - Oct 1982 were 69 snow? 6 mo

Nov. 1988

1st. Bus Day after month - private

Fed Res Pol
KC

Oct - Int Capital
-
you not 4/10/10
after 10 yrs
1994.

P4966

**Follow-up Notice
Matured HH/H Savings Bonds**

The Bureau of the Public Debt previously notified you that your series HH/H United States savings bonds were about to mature. Our records show that the matured bonds on the reverse side of this notice are registered in your name **and no longer earn interest.**

Please redeem these bonds as soon as possible. Sign the "request for payment" on the back of each bond in the presence of an authorized certifying officer at a financial institution, and send the bonds to one of the Federal Reserve Banks listed on this notice (select the one nearest you).

If the bonds described on the reverse side of this notice have been lost, please write to the Bureau of the Public Debt, PO Box 2186, Parkersburg, West Virginia 26106-2186. We'll send you a form to file a claim.

If you've recently redeemed the bonds, please ignore this notice.

Federal Reserve Banks that Process Redemption Requests

FRB Pittsburgh
PO Box 299
Pittsburgh, PA 15230-0299

FRB Richmond
PO Box 85053
Richmond, VA 23285-5053

FRB Minneapolis
Savings Bond Services
PO Box 214
Minneapolis, MN 55480-0214

FRB Kansas City
PO Box 419440
Kansas City, MO 64141-6440

FRB New York
Savings Bond Examinations Div.
PO Box 961
Buffalo, NY 14240-0961

876 881 200

(612) 204 5066
5203

NO

P4967

ISSUE DATE	DENOMINATION	SERIAL NUMBER	
	100	4,258-7438	<i>Spec #</i>

ISSUE DATE	DENOMINATION	SERIAL NUMBER	
10 31	500	0 01,298,7001	<i>Spec #</i>

*deferred interest
385.53
10/1982 20 years*

U.S. DEPARTMENT OF THE TREASURY
 U.S. SAVINGS BOND
 10-10-71
 4,258-7438

PLEASE SEE REVERSE SIDE OF THIS PAGE FOR AN IMPORTANT NOTICE ABOUT YOUR MATURED SERIES HH/H UNITED STATES SAVINGS BONDS

P4968

Bank of America 

**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

*also 9/03
6/25/02
total
with no
interest*

Tran 00029 04/03/2002 13:26
Entity NTX CC 000519 Tlr 00006
Account 008519001143
R/TH 540740134
Deposit \$6,464.36
N KTT

95-14-2005B 4-1999

P4969

20-20566-2103
BRUNSTING001002

E/EE Bond						
No.	Series	Denom	Issue Date	Redemption Value	Interest	*
4	E	200.00	1974 / 10 ✓	942.08	792.08	
5	E	25.00	1974 / 10 ✓	117.76	99.01	
6	E	100.00	1974 / 09 ✓	471.04	396.04	
7	E	100.00	1974 / 09 ✓	471.04	396.04	
8	E	25.00	1974 / 09 ✓	117.76	99.01	
9	E	100.00	1974 / 08 ✓	471.04	396.04	
10	E	100.00	1974 / 08 ✓	471.04	396.04	
11	E	25.00	1974 / 08 ✓	117.76	99.01	
12	E	100.00	1974 / 07 ✓	471.04	396.04	
13	E	25.00	1974 / 07 ✓	117.76	99.01	
14	E	75.00	1974 / 02 ✓	356.10	299.85	
15	E	75.00	1974 / 01 ✓	356.10	299.85	

Sub/Totals		
Pre-January 1990 Issue Dates	6464.36	5433.11
January 1990 and Later Issue Dates		
Total	6464.36	5433.11

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-F = End Customer
 ALT-R = More Transactions

AM
 MICR-2 Release Version: V2.1M222F 13:18 04/03/2002

800 299 2265
 0 + 0 + 0

P4970

20-20566-2104
 BRONSTING001003

Bank of America
embracing ingenuity

USA
Official Sponsor 2002-2006 U.S. Olympic Team

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day. Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

9/3/02
Sonia E.

Trans 00239 09/03/2002 10:08
Entity NTX CC 0008519 Tlr 00006
Account 008519001143
R/T# 540740134
Deposit \$6,885.65
N DRL TX *****

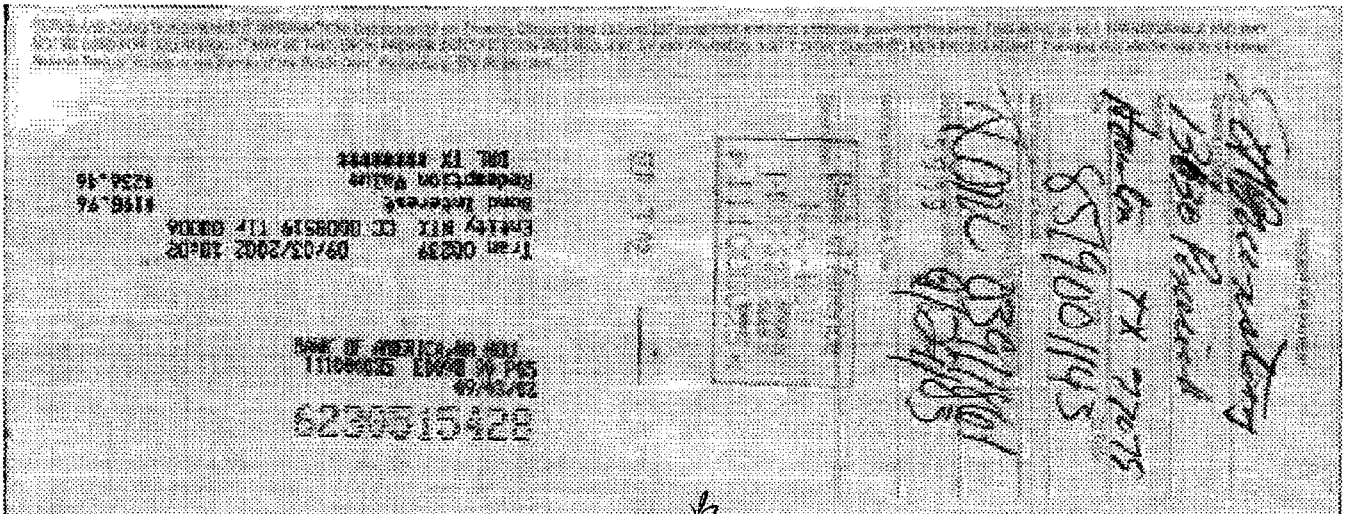
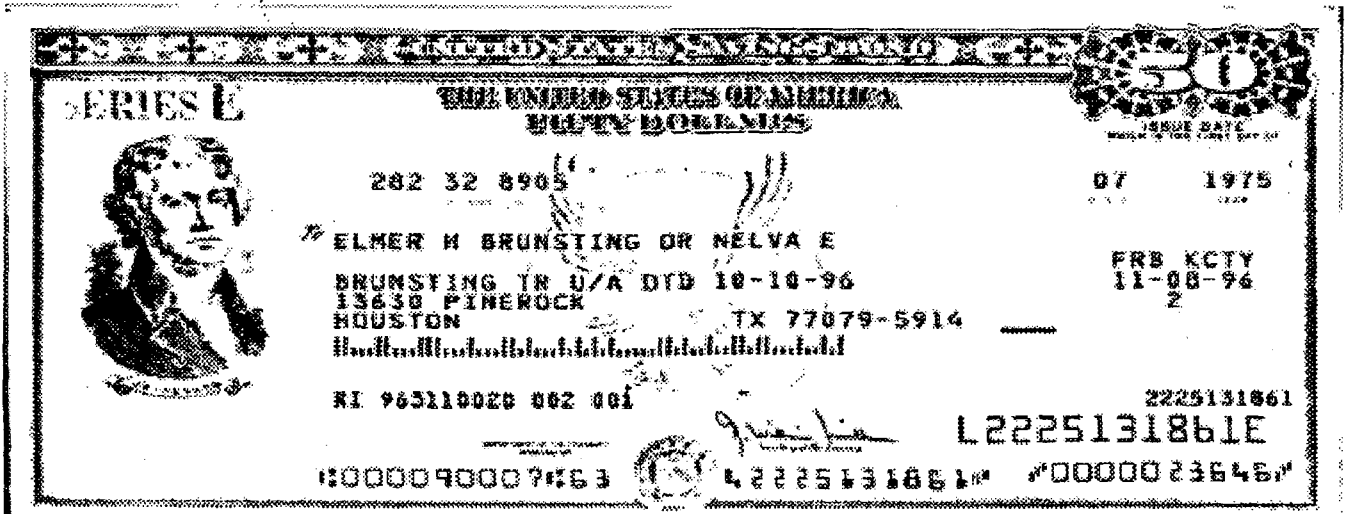
95-14-2003B 10-2001

P4971

20-20566 2105
BRUNSTING001004

Bank #: 00009000 Acct #: 06342225131861 Check #:

Amount: \$236.46
Account: 06342225131861
Bank Number: 00009000
CD Volume #:
Check Number:



Handwritten notes:
11/21/26
2002 10/3/2002
2002 10/3/2002
708-5778.15
2002 10/3/2002

P4972

Bank #: 54074010 Acct #: 00008519001143 Check #:

Amount: \$6865.65
Account: 00008519001143
Bank Number: 54074010
CD Volume #:
Check Number:

DEPOSIT TICKET

ELMER H. BRUNSTING 09/96
NELVA E. BRUNSTING
15630 PINEROCK
HOUSTON, TX 77079

BRUNSTING 6865.65

DATE DEPOSITS WILL NOT BE AVAILABLE FOR CASH WITHDRAWAL

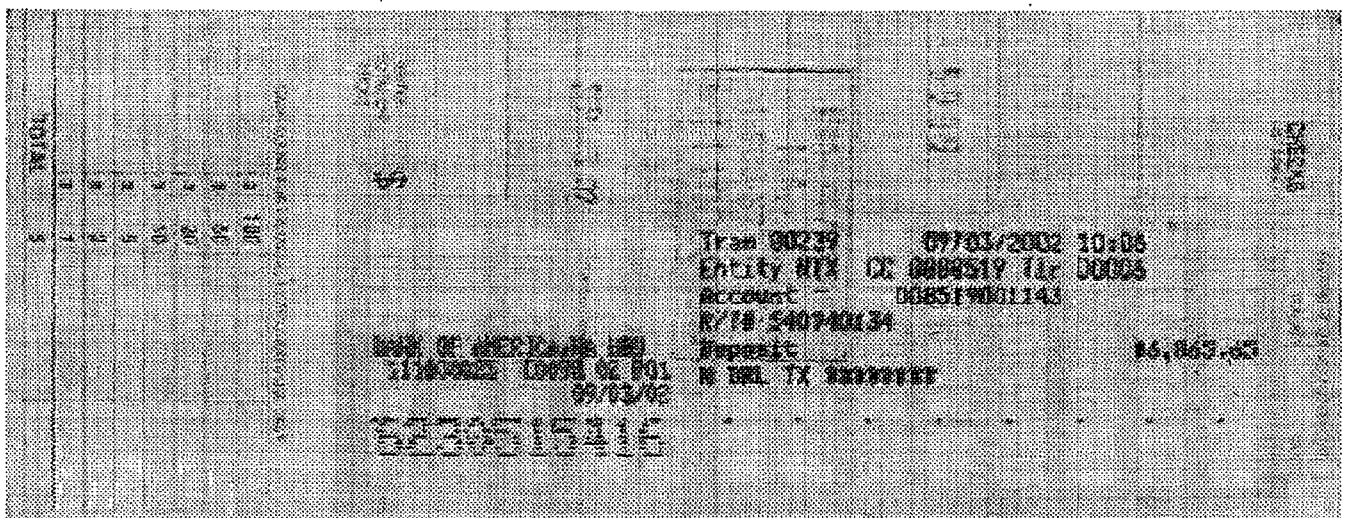
MEMORANDUM OF TRANSACTION



TOTAL DEPOSIT
SUBTOTAL
LESS CASH

NET DEPOSIT \$ 6865.65

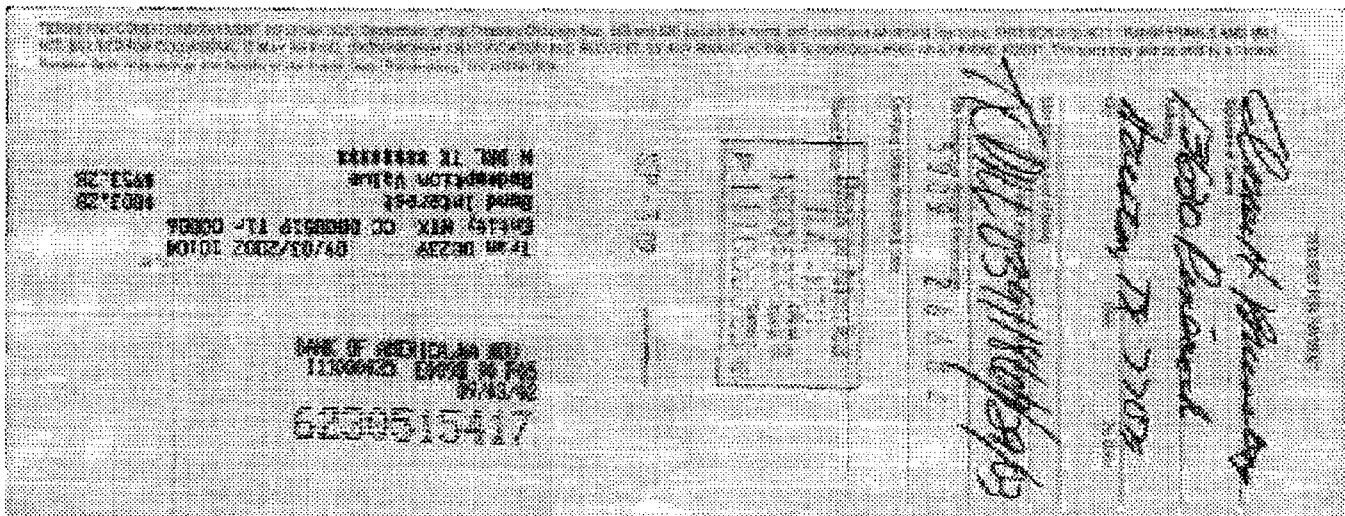
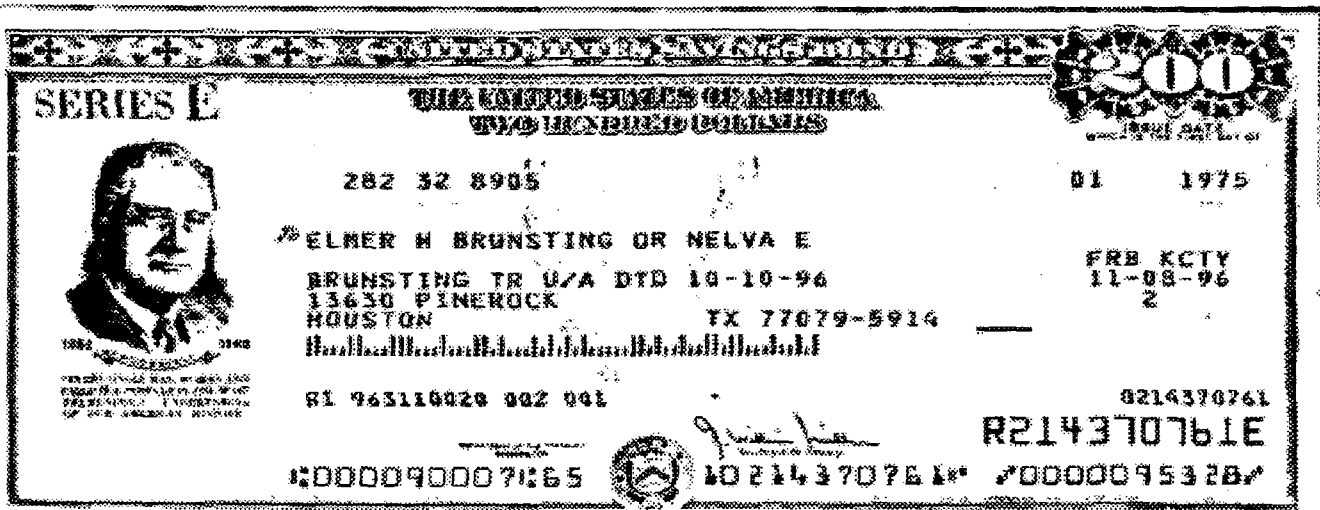
⑆54074010⑆ ⑆00008519001143⑆ ⑆1000008885656⑆



P4973

Bank #: 00009000 Acct #: 06510214370761 Check #:

Amount: \$953.28
Account: 06510214370761
Bank Number: 00009000
CD Volume #:
Check Number:

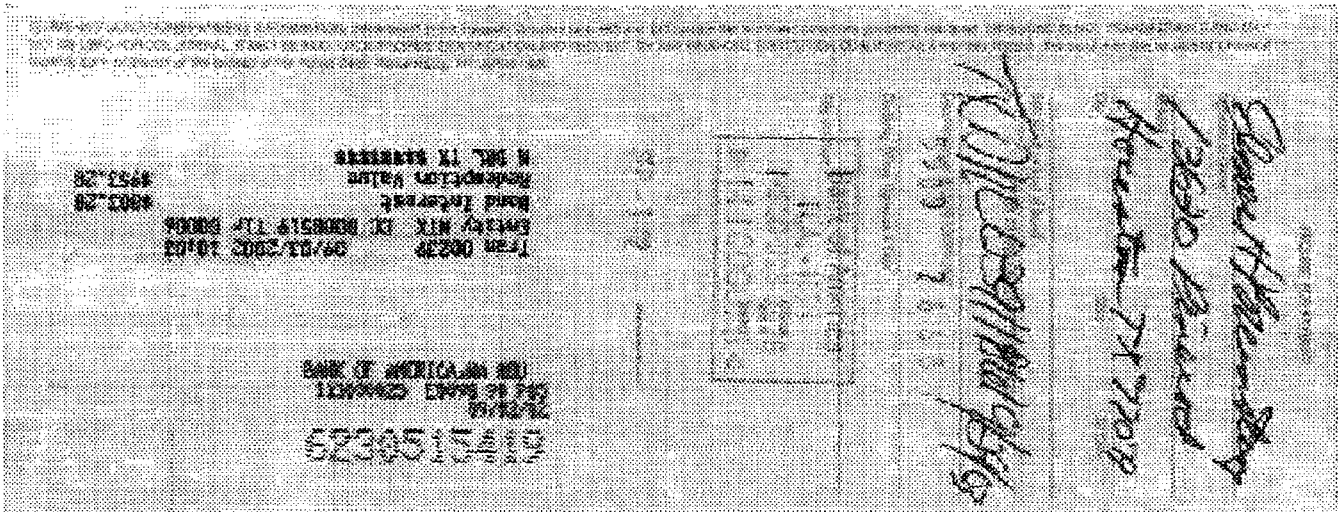
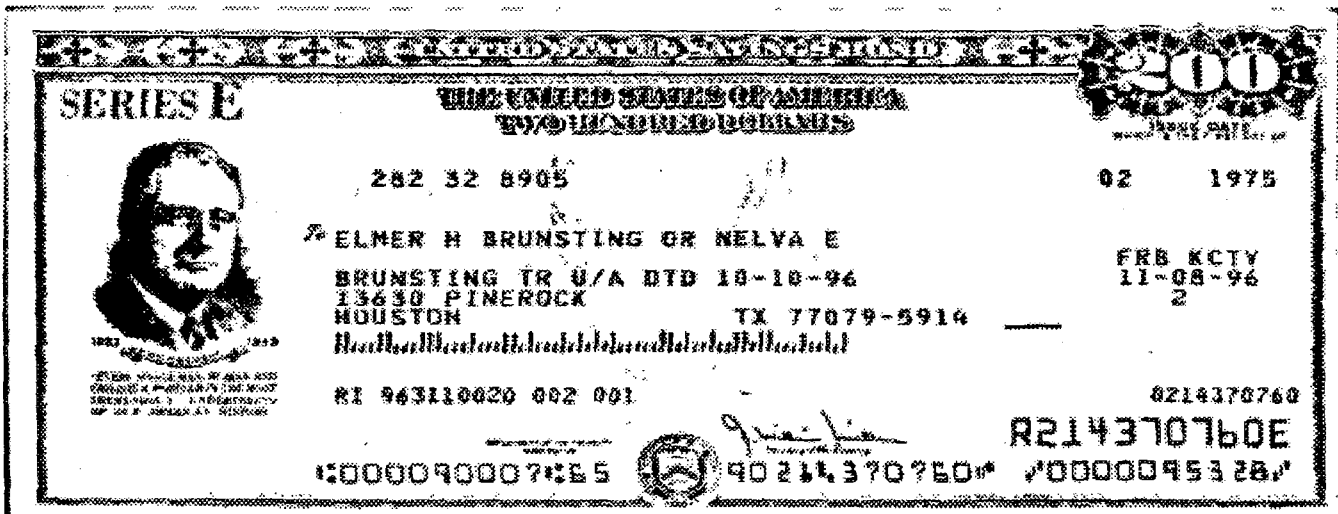


P4974

20-20566-2108
BRUNSTING001007

Bank #: 00009000 Acct #: 06590214370760 Check #:

Amount: \$953.28
Account: 06590214370760
Bank Number: 00009000
CD Volume #:
Check Number:

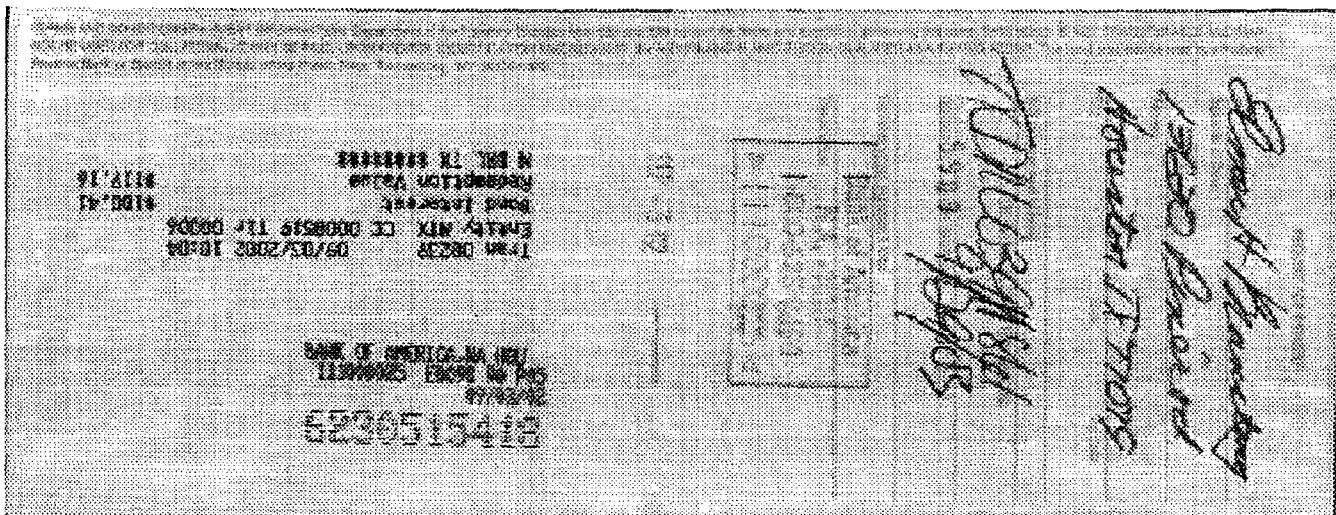
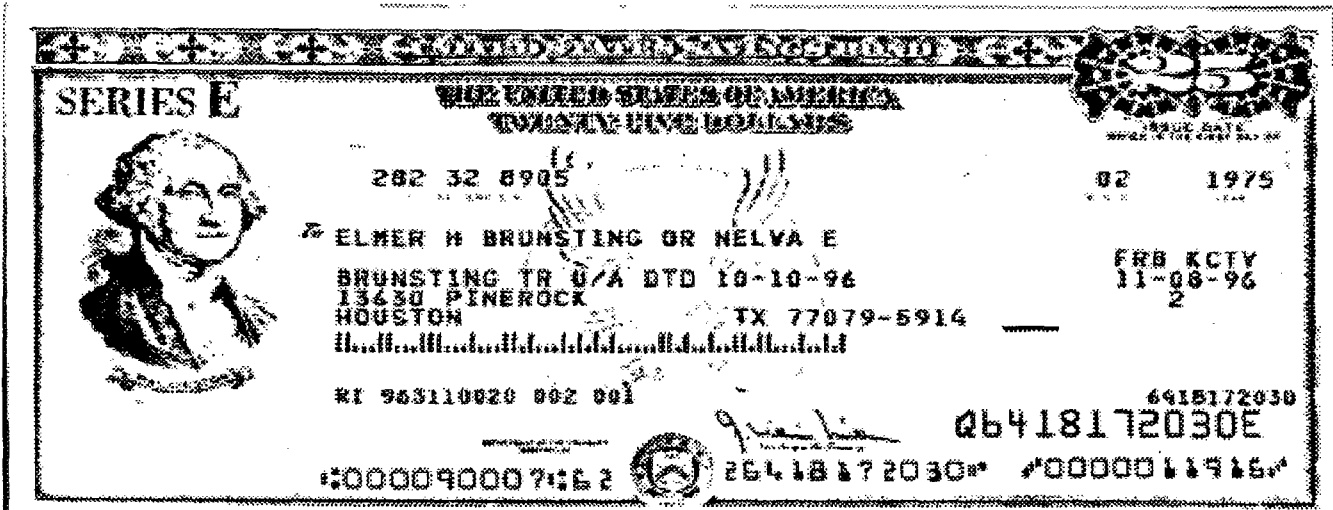


P4975

20-20566-2109
BRUNSTING001008

Bank #: 00009000 Acct #: 06226418172030 Check #:

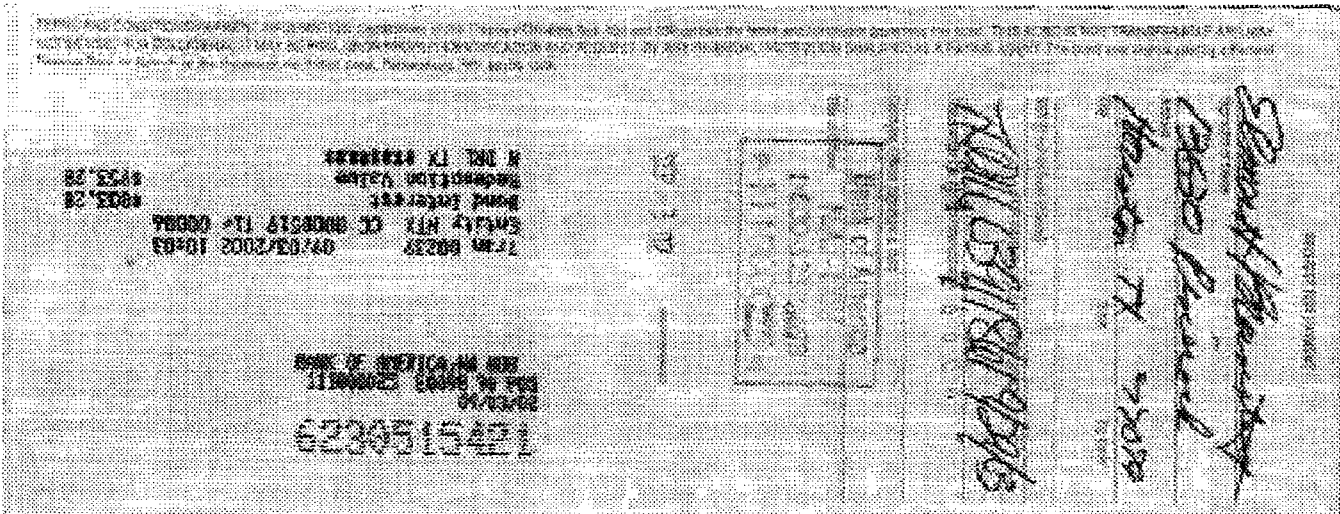
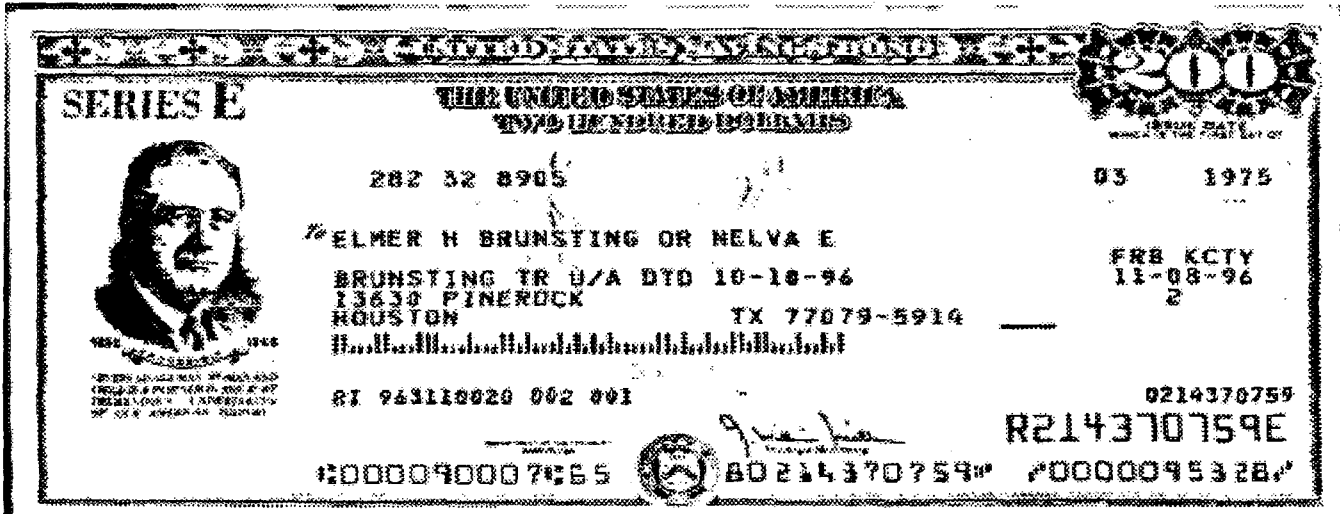
Amount: \$119.16
Account: 06226418172030
Bank Number: 00009000
CD Volume #:
Check Number:



P4976

Bank #: 00009000 Acct #: 06580214370759 Check #:


Amount: \$953.28
Account: 06580214370759
Bank Number: 00009000
CD Volume #:
Check Number:



P4977

Bank #: 00009000 Acct #: 06312225131858 Check #:

Amount: \$238.32
 Account: 06312225131858
 Bank Number: 00009000
 CD Volume #:
 Check Number:

SERIES E	THE UNITED STATES OF AMERICA	FEDERAL RESERVE NOTE
	282 32 8905	03 1975
	ELMER H BRUNSTING OR NELVA E	FRB KCTY
	BRUNSTING TR U/A DTD 10-10-96	11-08-96
	13430 PINEROCK	
	HOUSTON TX 77079-5914	
	RI 963119020 002 001	2225131858
		L2225131858E
	00009000000000	0000023832

Handwritten: Elmer H Brunsting, 13430 Pinerock, Houston, TX 77079

Handwritten: 13430 Pinerock, Houston, TX 77079

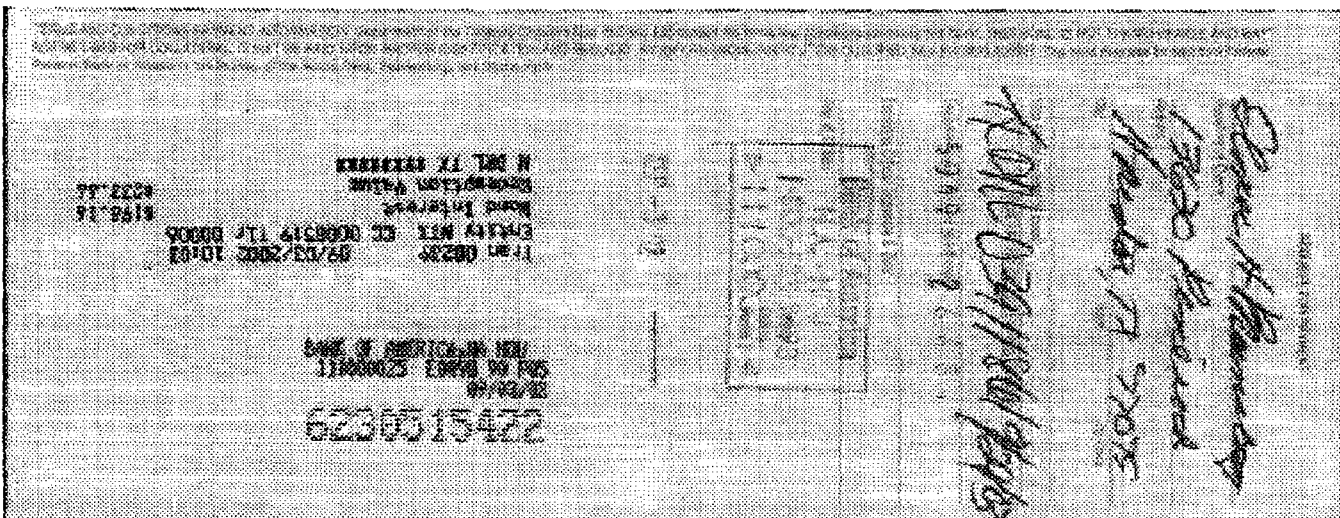
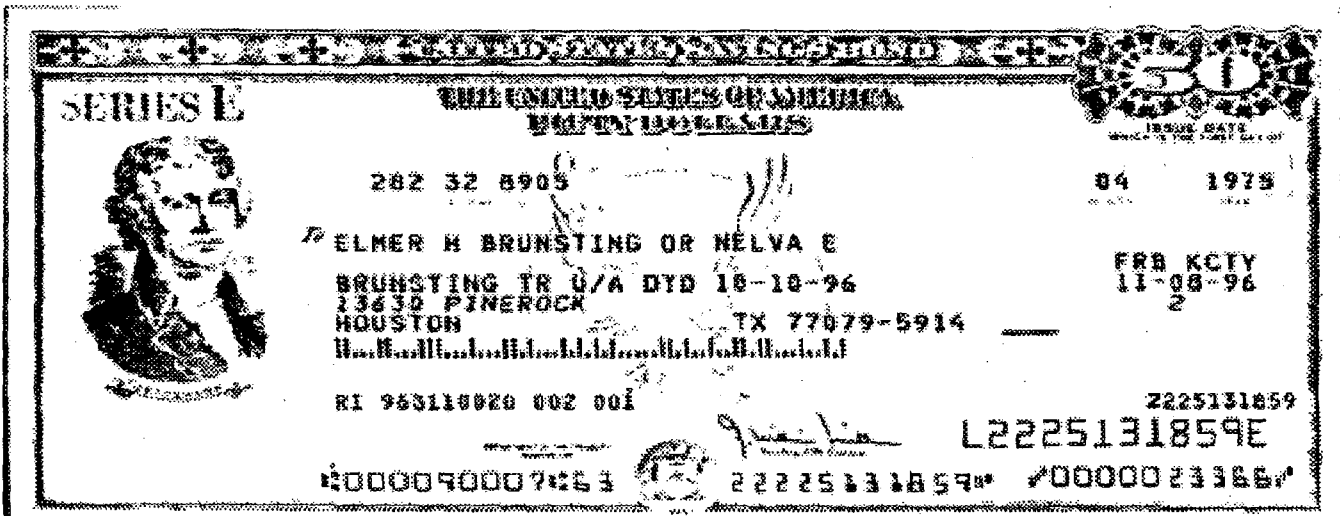
Handwritten: KIM BRUNSTING

6230515420

P4978

Bank #: 00009000 Acct #: 06322225131859 Check #:

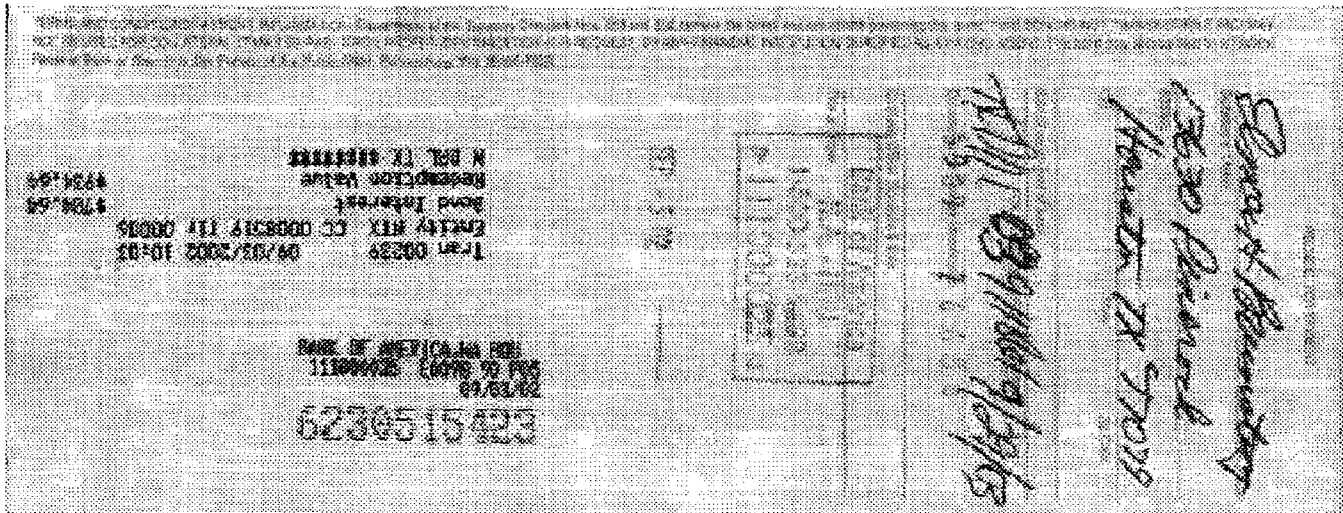
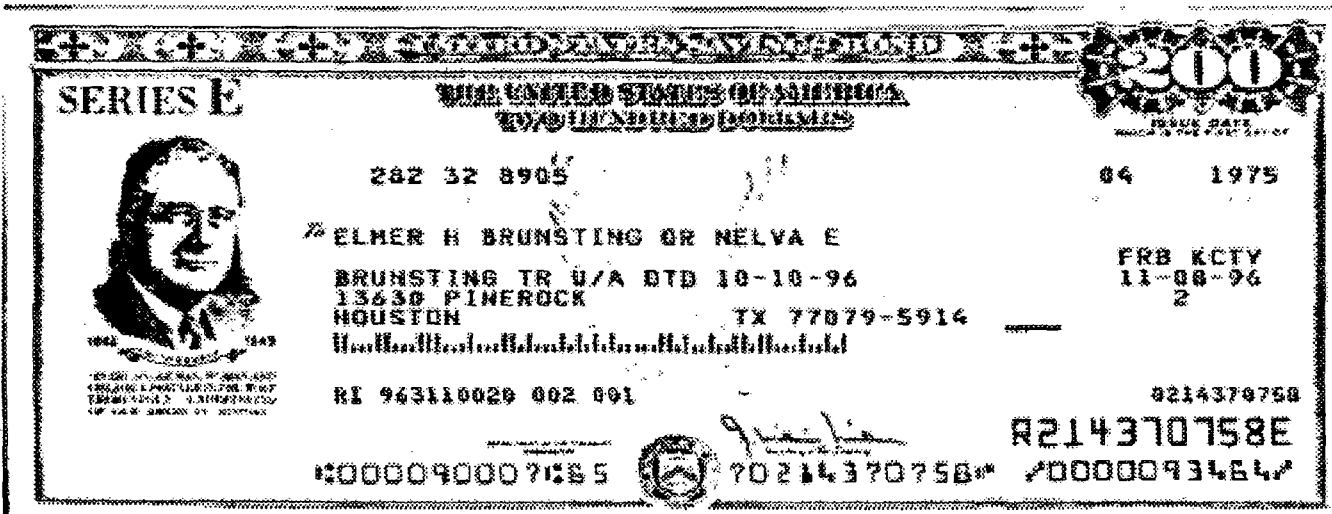
Amount: \$233.66
Account: 06322225131859
Bank Number: 00009000
CD Volume #:
Check Number:



P4979

Bank #: 00009000 Acct #: 06570214370758 Check #:

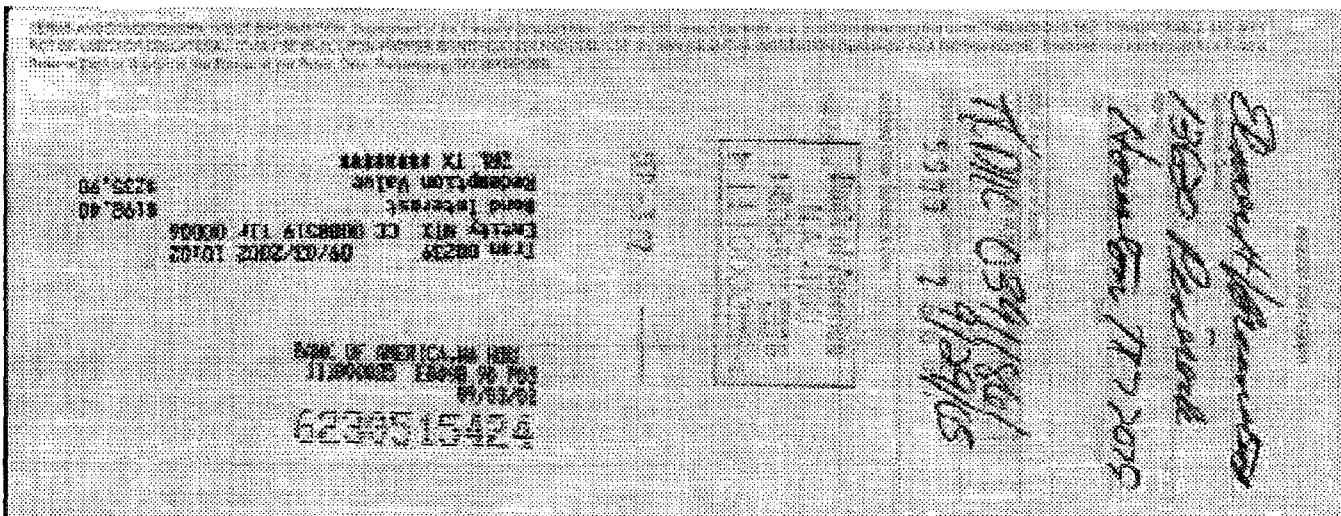
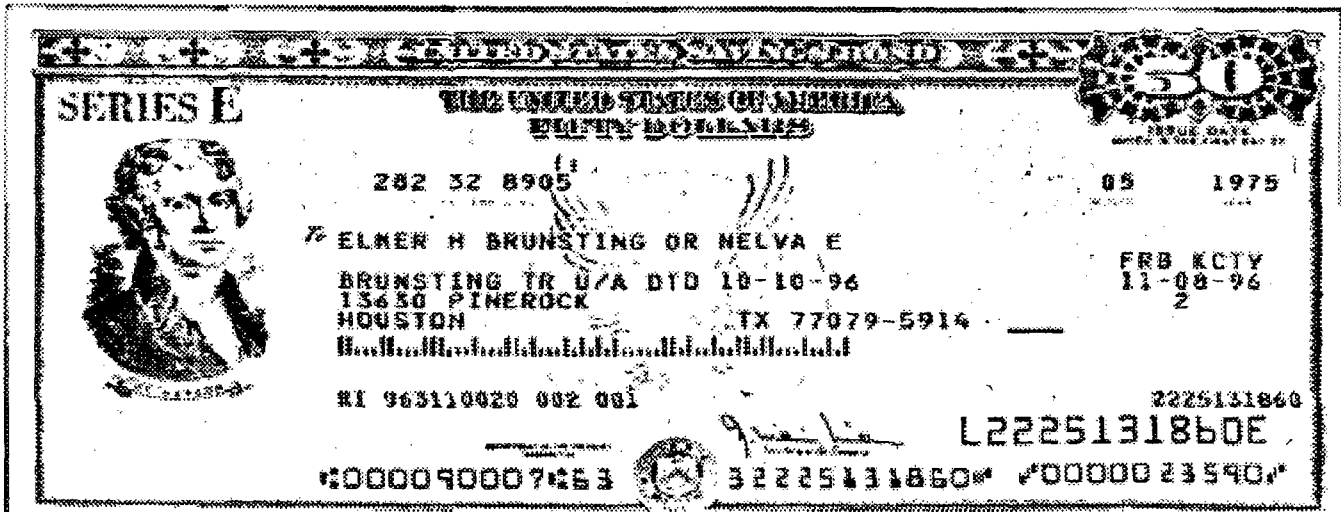
Amount: \$934.64
Account: 06570214370758
Bank Number: 00009000
CD Volume #:
Check Number:



P4980

Bank #: 00009000 Acct #: 06332225131860 Check #:

Amount: \$235.90
Account: 06332225131860
Bank Number: 00009000
CD Volume #:
Check Number:



P4981

Bank #: 00009000 Acct #: 06560214370757 Check #:

Amount: \$943.60
Account: 06560214370757
Bank Number: 00009000
CD Volume #:
Check Number:

SERIES E **THE UNITED STATES OF AMERICA** **TWO HUNDRED DOLLARS**


282 32 8905 05 1975

FELMER H BRUNSTING OR NELVA E
BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK
HOUSTON TX 77079-5914

FRB KCTY
11-08-96
2

RI 963110020 002 001 0214370757
R214370757E

000090000 5 60214370757* 0000094360



From BRUNSTING TR U/A DTD 10-18-96
13630 PINEROCK
HOUSTON TX 77079-5914

Bank of America NA
1100025 1000 00 000
09/03/96

6230515425

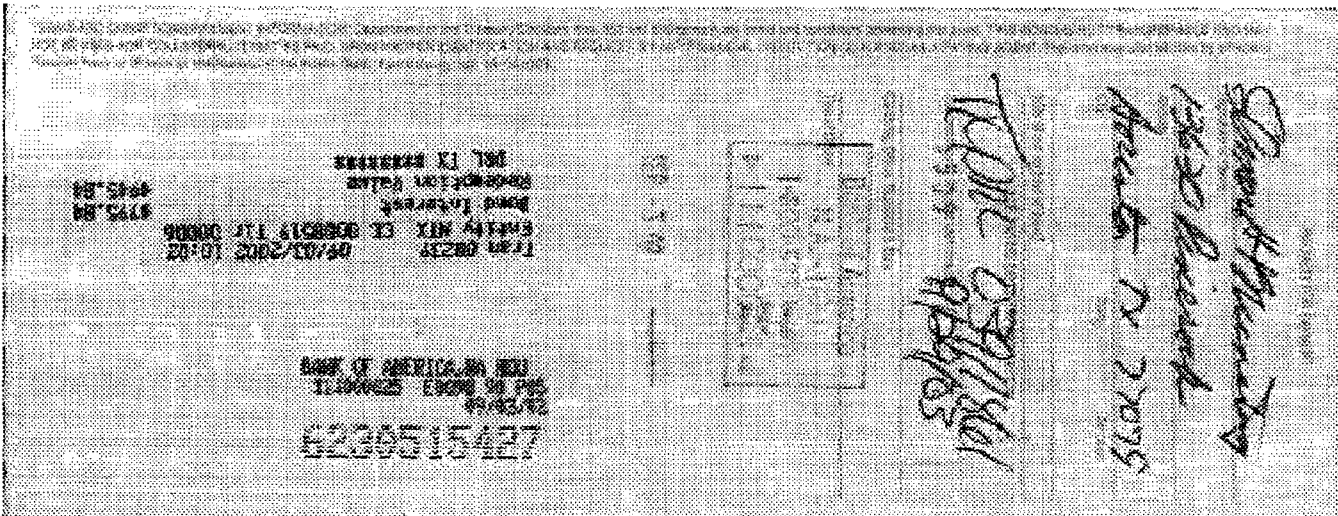
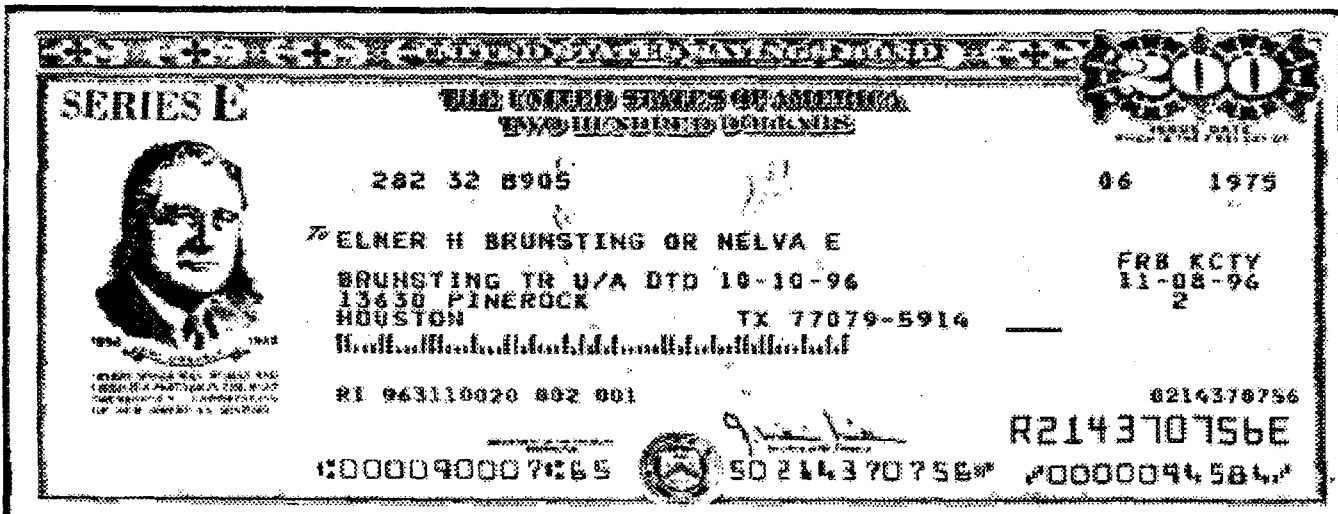
Handwritten signatures and notes:

- KLONE [Signature]
- Bank of America
- 13630 Pinerock
- Houston TX 77079

P4982

Bank #: 00009000 Acct #: 06550214370756 Check #:

Amount: \$945.84
Account: 06550214370756
Bank Number: 00009000
CD Volume #:
Check Number:

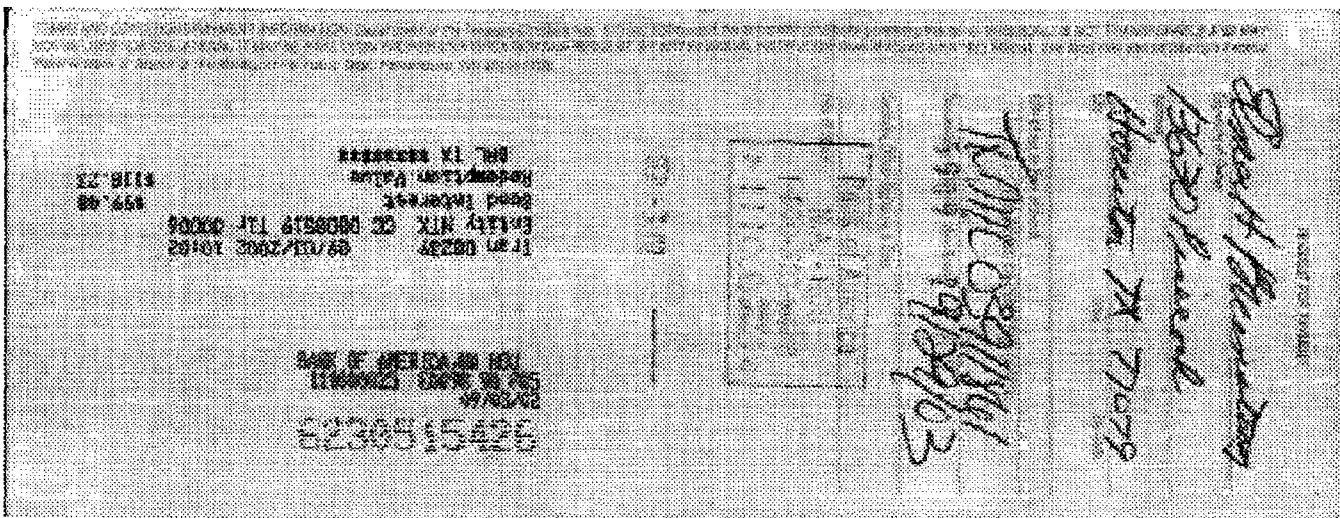
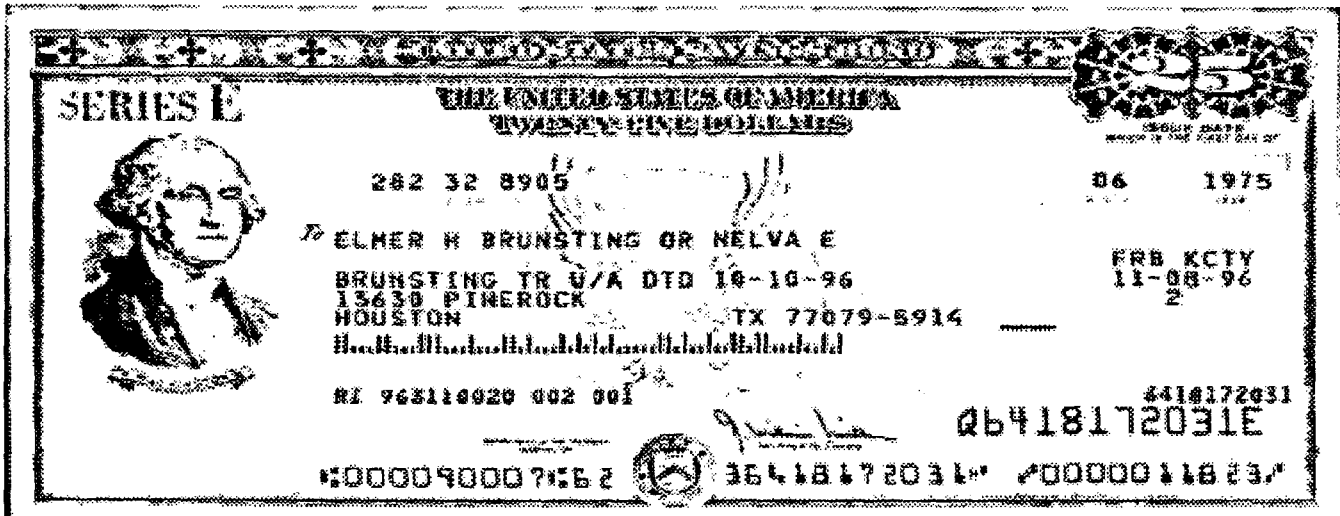


P4983

20-20566.2117
BRUNSTING001016

Bank #: 00009000 Acct #: 06236418172031 Check #:

Amount: \$118.23
Account: 06236418172031
Bank Number: 00009000
CD Volume #:
Check Number:



P4984

The Gulf Companies

LAW DEPARTMENT

Robert F. Ochs
COUNSEL

P. O. Box 3725
Houston, TX 77253

2 HOUSTON CENTER
909 FANNIN STREET

P4985

20-20566-2119
BRUNSTING001018

IRA - P 11 - Primary spouse
Secondary to Trust

709 - ~~Bank~~ file form 709
RPTA return - claims each of kids
getting part of premium to claim
operation ~~with~~ skipping trust beneficiary

So deposit to Trust

Stock - check of kids on this

Car - Survival ship - ownership

SAVINGS - STOCK BONUS PLAN OF
GULF OIL CORPORATION

EMPLOYEE NO: 114162
LOCATION NO: 150
SOC SEC NO: 282-32-8905

AUTHORIZATION FOR SETTLEMENT

IN ACCORDANCE WITH THE PROVISIONS OF THE SAVINGS-STOCK BONUS PLAN,
THE SETTLEMENT SHOWN BELOW IS AUTHORIZED TO BE MADE FOR THE ACCOUNT OF
E.H. BRUNSTING BY REASON OF REQUEST 12/31/80

NONE OF THIS SETTLEMENT IS TAXABLE.

SAVINGS FUNDS:	COST OF SECURITIES	CASH PAYMENT	TOTAL FUND SETTLEMENT
1980 TERM- 28 BONDS 176 UNITS	2,693.75	11.65	2,705.40

STOCK BONUS FUNDS:

LONG TERM- SHARES @ \$.000

LONG TERM SAVINGS FUNDS:

OPTION 1- SHARES @ \$.000

OPTION 2

TOTAL SETTLEMENT UNDER ALL FUNDS:			
28 BONDS	SHARES	2,693.75	11.65
			2,705.40

CHECK DATE 03/19/81 , NUMBER 167786, PAYEE E. H. BRUNSTING

BENEFITS COMMITTEE

DATE MARCH 19, 1981

BY PHILIP E. LININER

SECRETARY

P4987



BOND INFORMATION

PRESS PRINT KEY FOR COPY OF SCREEN

REDEMPTION YYYY/MO	2001/05	SERIES: 1 - E BONDS	3 - SAVINGS NOTES					
		2 - EE BONDS	4 - I BONDS					
# OF BONDS	SERIES	FACE VALUE	ISSUE YYYY/MO	PER BOND REDEMP. VAL	TOTALS	INT EARNED	REDEMP. VAL	INT EARNED
1	1	100	1974/01	456.36	381.36	456.36	381.36	

1/22/80 -

2001
1974
27 x 12 = 324

$$\frac{456.36}{27} = 6.0848$$

$$\frac{381.36}{75} = 5.0848$$

PAGE TOTAL

456.36

381.36

DO YOU WANT TO ENTER MORE BONDS? (Y/N)

1974 Bonds

16	100	1600
3	200	600
2	25	150
5	25	125
		<u>2475</u>

FACE VALUE

REDEMP. $\frac{456.36}{100} \times 2475 = 11,294.91$

INT. EARNED $\frac{381.36}{100} \times 2475 = 9,438.66$

INVESTMENT = 2475 x .25 = 1856.25

Total on interest = 9,438.66 x .28 =

2642.82 INT

11,294.91 = 76.60% of total
 2642.82
8,652.09

Jan 74 27 yrs 324 mo.
Jan 01

net -

$$\frac{20,000}{8,652.09} = 2.324$$

MEMORIAL HOSPITAL

P4988

E/EE Bond					
No.	Series	Denom	Issue Date	Redemption Value	Interest
1	E	75.00	1976 / 01	358.98	302.73
2	E	75.00	1976 / 02	358.98	302.73
3	E	75.00	1976 / 03	358.98	302.73
4	E	75.00	1976 / 04	358.98	302.73
5	E	75.00	1976 / 05	362.40	306.15
6	E	75.00	1976 / 06	363.21	306.96
7	E	75.00	1976 / 07	356.01	299.76
8	E	75.00	1976 / 09	356.01	299.76
Sub/Totals					
Pre-January 1990 Issue Dates				15905.76	13412.01
January 1990 and Later Issue Dates					
Total				15905.76	13412.01

PGUP = Screen Up DOWN ARROW = Scroll Down A: T-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up A: T-E = End Customer
 A: T-H = More Transactions

AM MICR-2 Release Version: V32H5BND-H 10:30 06/03/2003

P4989

20-20566 2123
BRUNSTING001022

E/EE Bond						
No.	Series	Denom	Issue Date	Redemption Value	Interest	
17	E	200.00	1976 / 05	966.40	816.40	
18	E	200.00	1976 / 06	968.56	818.56	
19	E	200.00	1976 / 07	949.36	799.36	
20	E	200.00	1976 / 08	949.36	799.36	
21	E	200.00	1976 / 09	949.36	799.36	
22	E	200.00	1976 / 10	949.36	799.36	
23	E	200.00	1976 / 11	958.64	808.64	
24	E	200.00	1976 / 12	961.36	811.36	

Sub/Totals		
Pre-January 1990 Issue Dates	15905.76	13412.01
January 1990 and Later Issue Dates		
Total:	15905.76	13412.01

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-H = More Transactions

AM MICR-2 Release Version: V32158RD-II 10:30 06/03/2003

P4991

Bank of America
embracing opportunity

USA
Official Sponsor 1984-2004 U.S. Olympic Team

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Try Online Banking at www.bankofamerica.com

Tran 00031D 04/15/2003 09:31
 Entity NTX CC 0008519 T1 00001
 Account 008519001143
 R/T# 540740134
 Deposit \$7,212.24
 N WGL

1/3/934 paid - 2002
6.00
2/11/03
tax entered ~~tax~~ tax de 6,087
N 2

95-14,2005B1 06-2802

P4992

20-20566.2126
BRUNSTING001025

No.	Series	Denom	Issue Date	Redemption Value	Interest
1	E	200.00	1975 / 12	957.20	807.20
2	E	200.00	1975 / 11	955.12	805.12
3	E	200.00	1975 / 10	964.80	814.80
4	E	200.00	1975 / 09	964.80	814.80
5	E	200.00	1975 / 08	964.80	814.80
6	E	200.00	1975 / 07	964.80	814.80
7	E	75.00	1975 / 12	358.95	302.70
8	E	75.00	1975 / 11	358.17	301.92

Sub/Totals	
Pre-January 1990 Issue Dates	7212.24 6087.24
January 1990 and Later Issue Dates	
Total	7212.24 6087.24

PGUP = Screen Up DOWN ARROW = Scroll Down ALT-S = More Bonds
 PGDN = Screen Down UP ARROW = Scroll Up ALT-E = End Customer
 ALT-N = More Transactions

AM MCR-2 Release Version: V32H408T-N 99:26 04/15/2003

P4994

*Interest Paid every 6 mo. So turn in
on Anniversary or 6mo later.*

**INTEREST RATES FOR SERIES HH
AND H SAVINGS BONDS**
(Table good for March 1997 only)

Issue Date	Original Maturity Period	Interest Through Current Maturity Period ¹	Date Next Extended Maturity Period Begins	Life of Bond
SERIES HH				
Mar. 1993-Mar. 1997	10 yrs.	4.0	Mar. 2003-Mar. 2007	20 yrs.
Apr. 1987-Feb. 1993	10 yrs.	6.0	Apr. 1997-Feb. 2003	20 yrs.
Mar. 1983-Mar. 1987	10 yrs.	4.0	²	20 yrs.
Jan. 1980-Feb. 1983	10 yrs.	6.0	²	20 yrs.
SERIES H				
Apr. 1977-Dec. 1979	10 yrs.	6.0	Apr. 1997-Dec. 1999	30 yrs.
Mar. 1973-Mar. 1977	10 yrs.	4.0	²	30 yrs.
Apr. 1967-Feb. 1973	10 yrs.	6.0	²	30 yrs.
Feb. 1957-Mar. 1967			Bonds reached final maturity at 30 yrs.	
June 1952-Jan. 1957	9 yrs, 8mos.		Bonds reached final maturity at 29 yrs, 8mos.	

¹ Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% rate.

² Bonds issued during this period are in their last extended maturity period.

P4995

**GUARANTEED MINIMUM RATES FOR SERIES EE
AND E SAVINGS BONDS AND U.S. SAVINGS NOTES
ISSUED BEFORE MAY 1, 1995¹
(Table good for March 1997 only)**

Issue Date	Original Maturity Period	Guaranteed Through Current Maturity Period ²	Date Next Extended Maturity Period Begins	Life of Bond
SERIES EE				
Mar. 1993-Apr. 1995	18 yrs.	4.0	Mar. 2011-Apr. 2013	30 yrs.
Nov. 1986-Feb. 1993	12 yrs.	6.0	Nov. 1998-Feb. 2005	30 yrs.
Mar. 1983-Oct. 1986	10 yrs.	4.0	Mar. 2003-Oct. 2006	30 yrs.
Nov. 1982-Feb. 1983	10 yrs.	6.0	Nov. 2002-Feb. 2003	30 yrs.
May 1981-Oct. 1982	8 yrs.	6.0	May 1999-Oct. 2000	30 yrs.
Nov. 1980-Apr. 1981	9 yrs.	6.0	Nov. 1999-Apr. 2000	30 yrs.
Jan. 1980-Oct. 1980	11 yrs.	6.0	Jan. 2001-Oct. 2001	30 yrs.
SERIES E				
Mar. 1978-June 1980	5 yrs.	4.0	Mar. 2003-June 2005	30 yrs.
Dec. 1973-Feb. 1978	5 yrs.	6.0	Dec. 1998-Feb. 2003	30 yrs.
June 1971-Nov. 1973	5 yrs. 10 mos.	6.0	Apr. 1997-Sep. 1999	30 yrs.
June 1969-May 1971	5 yrs. 10 mos.	4.0	'	30 yrs.
Apr. 1967-May 1969	7 yrs.	4.0	'	30 yrs.
Dec. 1965-Mar. 1967			Bonds reached final maturity at	30 yrs.
June 1965-Nov. 1965	7 yrs. 9 mos.	4.0	Mar. 2003-Aug. 2003	40 yrs.
July 1959-May 1965	7 yrs. 9 mos.	6.0	Apr. 1997-Feb. 2003	40 yrs.
June 1959-June 1959	7 yrs. 9 mos.	4.0	'	40 yrs.
May 1958-May 1959	8 yrs. 11 mos.	6.0	Apr. 1997-Apr. 1998	40 yrs.
Apr. 1957-Apr. 1958	8 yrs. 11 mos.	4.0	'	40 yrs.
May 1941-Mar. 1957			Bonds reached final maturity at	40 yrs.
SAVINGS NOTES				
Sep. 1968-Oct. 1970	4 yrs. 6 mos.	4.0	'	30 yrs.
May 1967-Aug. 1968	4 yrs. 6 mos.	6.0	'	30 yrs.

¹ Bonds issued on or after May 1, 1995 earn interest under a market-based structure.

² Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a guaranteed minimum rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% minimum rate. Investors should remember that this table shows minimum rates only. Actual bond yields may be different because bonds earn market-based rates.

³ Bonds issued during this period are in their last extended maturity period.

P4996

20-20566-2130
BRUNSTING001029

**INTEREST RATES FOR SERIES HH
AND H SAVINGS BONDS**
(Table good for April 1997 only)

Issue Date	Original Maturity Period	Interest Through Current Maturity Period ¹	Date Next Extended Maturity Period Begins	Life of Bond
SERIES HH				
Mar. 1993-Apr. 1997	10 yrs.	4.0	Mar. 2003-Apr. 2007	20 yrs.
May 1987-Feb. 1993	10 yrs.	6.0	May 1997-Feb. 2003	20 yrs.
Mar. 1983-Apr. 1987	10 yrs.	4.0	²	20 yrs.
Jan. 1980-Feb. 1983	10 yrs.	6.0	²	20 yrs.

SERIES H				
May 1977-Dec. 1979	10 yrs.	6.0	May 1997-Dec. 1999	30 yrs.
Mar. 1973-Apr. 1977	10 yrs.	4.0	²	30 yrs.
May 1967-Feb. 1973	10 yrs.	6.0	²	30 yrs.
Feb. 1957-Apr. 1967			Bonds reached final maturity at 30 yrs.	
June 1952-Jan. 1957	9 yrs, 8mos.		Bonds reached final maturity at 29 yrs, 8mos.	

¹ Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% rate.

² Bonds issued during this period are in their last extended maturity period.

P4997

**GUARANTEED MINIMUM RATES FOR SERIES EE
AND E SAVINGS BONDS AND U.S. SAVINGS NOTES
ISSUED BEFORE MAY 1, 1995¹
(Table good for April 1997 only)**

Issue Date	Original Maturity Period	Guaranteed Through Cur- rent Maturity Period ²	Date Next Extended Maturity Period Begins	Life of Bond
SERIES EE				
Mar. 1993-Apr. 1995	18 yrs.	4.0	Mar. 2011-Apr. 2013	30 yrs.
Nov. 1986-Feb. 1993	12 yrs.	6.0	Nov. 1998-Feb. 2005	30 yrs.
Mar. 1983-Oct. 1986	10 yrs.	4.0	Mar. 2003-Oct. 2006	30 yrs.
Nov. 1982-Feb. 1983	10 yrs.	6.0	Nov. 2002-Feb. 2003	30 yrs.
May 1981-Oct. 1982	8 yrs.	6.0	May 1999-Oct. 2000	30 yrs.
Nov. 1980-Apr. 1981	9 yrs.	6.0	Nov. 1999-Apr. 2000	30 yrs.
Jan. 1980-Oct. 1980	11 yrs.	6.0	Jan. 2001-Oct. 2001	30 yrs.
SERIES E				
Mar. 1978-June 1980	5 yrs.	4.0	Mar. 2003-June 2005	30 yrs.
Dec. 1973-Feb. 1978	5 yrs.	6.0	Dec. 1998-Feb. 2003	30 yrs.
July 1971-Nov. 1973	5 yrs. 10 mos.	6.0	May 1997-Sep. 1999	30 yrs.
June 1969-June 1971	5 yrs. 10 mos.	4.0	³	30 yrs.
May 1967-May 1969	7 yrs.	4.0	³	30 yrs.
Dec. 1965-Apr. 1967			Bonds reached final maturity at	30 yrs.
June 1965-Nov. 1965	7 yrs. 9 mos.	4.0	Mar. 2003-Aug. 2003	40 yrs.
Aug. 1959-May 1965	7 yrs. 9 mos.	6.0	May 1997-Feb. 2003	40 yrs.
June 1959-July 1959	7 yrs. 9 mos.	4.0	³	40 yrs.
June 1958-May 1959	8 yrs. 11 mos.	6.0	May 1997-Apr. 1998	40 yrs.
May 1957-May 1958	8 yrs. 11 mos.	4.0	³	40 yrs.
May 1941-Apr. 1957			Bonds reached final maturity at	40 yrs.
SAVINGS NOTES				
Sep. 1968-Oct. 1970	4 yrs. 6 mos.	4.0	³	30 yrs.
May 1967-Aug. 1968	4 yrs. 6 mos.	6.0	³	30 yrs.

¹ Bonds issued on or after May 1, 1995 earn interest under a market-based structure.

² Bonds that entered an extended maturity period between November 1, 1986 and February 28, 1993 have a guaranteed minimum rate of 6%. Bonds entering maturities after March 1, 1993 have a 4% minimum rate. Investors should remember that this table shows minimum rates only. Actual bond yields may be different because bonds earn market-based rates.

³ Bonds issued during this period are in their last extended maturity period.

P4998

20-20566-2132
BRUNSTING001031

Minneapolis Minn.
1-800-563-2663

Toll free number for Federal Reserve Bank in K.C. ~~1-800-333-2919~~.

United States Savings Bonds on hand:-

Series E - 1977 - all months - Expire 2007
\$25-100-200 denomination

Series EE - 1978 - January - one \$100
one \$200 - Expire 2008

*Cashed with
Treas. Dept.*

Series HH - 1988 - Nov. only \$1000 - 2 bonds - Expire 2008 ?

Series EE - 1981-From February to Dec. Expire 2011
All denominations

Series EE - 1982 - all months - up to \$200 - Expire 2012

Series EE - 1983 -January through July - Expire - 2013

P4999

KLM
1-800-374-7747
Depart

Air France
Phil

P5000

Exhibit 20

Brad Featherston December 4, 2014 email re permission to cash EE bonds and deposit the funds

Brad's December 14, 2014 email received from Drina on March 28, 2015!

"To save all of our clients' the time and expense, please respond to this email with "Agreed" and your electronic signature, indicating your agreement that Anita may cash the listed bonds, deposit the proceeds into the Decedent's Trust BOA account, and then disburse 50% or the proceeds into the Survivor's Trust BOA account. Anita will supplement her production with such pape1work showing these transactions. This agreement is without prejudice to reallocating these funds if it is later determined that such bonds were not community property or should have some other allocation under the trust instruments. Very Truly Yours, Bradley E. Featherston The Mendel Law Firm, L.P. 115 5 Dairy Ashford, Ste 1 04 Houston, TX 77079 Tel: (281)759-3213 Fax: (281)759-3214 brad@mendellawfirm.com"

Exhibit 21

Plaintiff Curtis Correspondence with US Treasury re; EE bonds

Can I find out if an EE/E Bond has already been redeemed?

If you have the serial numbers for EE/E Bonds, we can look up the status for you. If you are the owner or co-owner of the bonds, send a signed request to the address below. Be sure to include the serial numbers of the bonds you are asking about.

If the owner or both co-owners have died, you must provide proof such as a copy of the death certificate for each deceased person, with your letter.

Send your letter to:

Bureau of the Fiscal Service
P.O. Box 7012
Parkerburg, WV 26106-7012

Other written inquiries can be sent to that address. Any information you have about the bonds should be included.

28-36

M



Redeeming (Cashing In) EE/E Savings Bonds

On this page:

- How can I redeem my EE/E Bonds?
- What are my EE/E Bonds worth?
- Can I cash in my EE/E Bonds?
- How do I authorize an attorney-in-fact to redeem my bonds?
- How do I redeem my EE/E Bonds?
- What will I need to redeem a paper bond?
- How much can I redeem at one time?
- What will I need to redeem a paper bond?
- Will I get a form for my taxes?
- Can I find out if an EE/E Bond has already been redeemed?

When can I redeem my EE/E Bonds?

After they are 12 months old.

If you redeem an EE Bond before it is five years old, you will lose the last three months of interest.

EE Bonds earn interest for 30 years, so the longer you hold on to the bond (up to 30 years), the more it is worth.

If you've been affected by a disaster, special provisions may apply.

All E bonds and some EE bonds have stopped earning interest and should be redeemed.

What are my EE/E Bonds worth?

Use the Savings Bond Lookup.

Note: Savings bonds cannot be transferred. If you find a bond that belongs to someone else or buy a bond on an online auction site, you cannot redeem it. (If you inherit a bond through the death of the bond owner, see [What if a Bond Owner Dies?](#))

How do I redeem my EE/E Bonds?

Electronic bonds	Log in to TreasuryDirect and follow the directions there. The cash amount can be credited to your checking or savings account within two business days of the redemption date.
Paper bonds	You can cash paper EE/E Bonds at many local financial institutions. We don't keep a list of banks that redeem bonds, so check with banks in your area. More information for special situations: Redeem Bonds Outside the United States and Redeem a Young Child's Bond

How do I authorize an attorney-in-fact to redeem my bonds?

For instructions, please see publication [FD-2847, "Power of Attorney: United States Savings Bonds & Notes."](#)

How much can I redeem at one time?

Electronic bonds in your TreasuryDirect account	No limit
Paper bonds up to \$1,000 (redemption value)	With just the evidence described in the next section, "What will I need to redeem a paper bond?"
Paper bonds -- \$1,000 or more (redemption value)	As described in the next section "What will I need to redeem a paper bond?" Alternatively, you can: Have a certified officer at a bank where you have an account certify your signature in each request for payment on the back of each bond. Provide your Social Security Number. Mail the bonds to the Treasury Bond Redemption Office .

What will I need to redeem a paper bond?

Before taking in the bonds to redeem them, it's usually a good idea to check with the financial institution to find out what identification and other documents you'll need. When you present your paper bonds, you'll be asked to show your identity. You can do this by:

- being a customer with an active account open for at least 6 months at the financial institution that will be paying the bonds, or
- presenting acceptable identification such as a valid driver's license if the redemption value of the bonds is less than \$1,000.

If you are not listed as the owner or co-owner on the bond, you'll have to show that you are entitled to cash in the bond.

Will I get a form for my taxes?

Yes, IRS Form 1099-INT is provided for all redeemed bonds. The form may be available when you redeem your bond or after the end of the year.

Electronic bonds	Log in to TreasuryDirect and go to ManageDirect. Form 1099-INT is one of the links on the ManageDirect page.
Paper bonds	The financial institution where you redeemed the bond will mail the form to the address on record for the bond owner. (Typically, this mailing takes place after the end of the year in which the bond is redeemed.)

Get more information on [IRS Savings](#)

Transit

CANDACE L. CURTIS
218 Landana Street
American Canyon, CA 94503
(925) 759-9020
occurtis@sbcglobal.net

September 13, 2014

Bureau of the Fiscal Service
P.O. Box 7012
Parkersburg, WV 26106-7012

RE: EE/HH Bond Status Request

To Whom It May Concern:

My parents, Elmer H. and Nelva E. Brunsting, are both deceased. Their estate plan referenced EE bonds, and their financial records contained bond inventories and other bond related transaction records for both EE and HH bonds.

I have been unable to locate any of the bonds and it is unknown whether all of them had been cashed in before their demise.

I have enclosed copies of the death certificates, and a complete inventory of the bonds as of October 21, 1996.

If possible I would like to obtain a complete printout of transactions related to my parents' EE and HH bond accounts. If this information is not available, please provide the status of any bonds purchased starting in January 1981.

Please feel free to contact me if you have any questions or need further information.

Sincerely,



Candace L. Curtis

enclosures

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES
VITAL STATISTICS UNIT

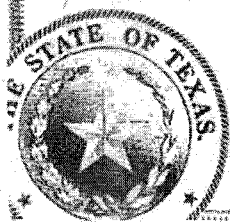
TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS
STATE OF TEXAS CERTIFICATE OF DEATH STATE FILE NUMBER 142-09-043770

1. LEGAL NAME OF DECEASED (Include ALL surnames, initials, and last name)		2. DATE OF DEATH (ACTUAL OR PRESUMED)	
ELMER H. BRUNSTING		04/01/2009	
3. SEX	4. DATE OF BIRTH	5. AGE (Last birthday)	6. BIRTHPLACE (City & State or Foreign Country)
MALE	09/29/1921	87	HULL, IA
7. SOCIAL SECURITY NUMBER	8. MARITAL STATUS AT TIME OF DEATH	9. BORN/VIENED SPOUSE'S NAME (If wife, give name prior to first marriage)	
282-32-8995	<input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input checked="" type="checkbox"/> Never Married <input type="checkbox"/> Single	NELVA RENSINK	
10. RESIDENCE STREET ADDRESS		10a. STATE	10b. ZIP CODE
13630 PINEROCK		TEXAS	77079
11. FATHER'S NAME	12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE	13. PLACE OF DEATH (CHECK ONLY ONE)	
LUKE BRUNSTING	GERTUDE RIKKERS	<input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> DOR <input type="checkbox"/> Hospital Facility <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)	
14. COUNTY OF DEATH	15. CITY/TOWN/ZIP (If outside city limits, give zip code)	16. FACILITY NAME (If not included, give street address)	
HARRIS	HOUSTON, 77079	13630 PINEROCK	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED		18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)	
NELVA BRUNSTING - WIFE		13630 PINEROCK, HOUSTON, TX 77079	
19. METHOD OF DISPOSITION		20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	21. <input type="checkbox"/> Unknown
<input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify)		MARICELLA JIRON, BY ELECTRONIC SIGNATURE - 113482	Section - 2160 Book Lot - 0010 Space - 049
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)		23. LOCATION (City/Town, and State)	
MEMORIAL OAKS CEMETERY		HOUSTON, TX	
24. NAME OF FUNERAL FACILITY		25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)	
MEMORIAL OAKS FUNERAL HOME		13000 RATH FREEWAY HOUSTON, TX 77079	
26. CERTIFIER (Check only one)			
<input checked="" type="checkbox"/> Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.			
<input type="checkbox"/> Medical Examiner/Coroner of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.			
27. SIGNATURE OF CERTIFIER		28. DATE CERTIFIED (Mo/Day/Yr)	29. LICENSE NUMBER
CYNTHIA ZINNER, BY ELECTRONIC SIGNATURE		04/10/2009	M2509
30. TIME OF DEATH (Actual or presumed)		31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)	
08:30 AM		CYNTHIA ZINNER, 1880 SOUTH DAIRY ASHFORD, STE # 330, HOUSTON, TX 77077	
32. TITLE OF CERTIFIER		33. PART I ENTER THE CAUSE OF DEATH - DISEASE, INJURY, OR COMPLICATION THAT SPECIFICALLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS UNLESS AS A CONDITION OF RESPIRATORY, CIRCULATORY, OR VENTRICULAR FIBRILLATION WITHOUT SPECIFYING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.	
MID		34. APPROXIMATE INTERVAL (Closest to death)	
35. CAUSE OF DEATH		36. YEARS	
IMMEDIATE CAUSE (Final disease or condition resulting in death)		3 YEARS	
a. DEMENTIA, LIKELY VASCULAR TYPE			
Due to (or as a consequence of):			
b. _____			
Due to (or as a consequence of):			
c. _____			
Due to (or as a consequence of):			
PART II. ENTER OTHER CAUSE GIVEN IN PART I		37. WAS AN AUTOPSY PERFORMED?	
CHRONIC LYMPHOCYTIC LEUKEMIA; CORONARY ARTERY DISEASE; REMOTE PROSTATE CANCER; HYPERLIPIDEMIA		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
38. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
39. MANNER OF DEATH		40. DID TOBACCO USE CONTRIBUTE TO DEATH?	41. IF FEMALE
<input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown	<input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year	<input type="checkbox"/> Driver/operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)
42. DATE OF INJURY (Mo/Day/Year)	43. TIME OF INJURY	44. INJURY AT WORK?	45. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area)
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
46. LOCATION (Street and number, Street, PO Box)		47. COUNTY OF INJURY	
48. DESCRIBE HOW INJURY OCCURRED			
49. REGISTRATION FILE NO.	50. DATE RECEIVED BY LOCAL REGISTRAR	51. REGISTRAR	
0206214	04/28/2009	REGISTRAR - CITY OF HOUSTON, ELECTRONICALLY FILED	
EOR NUMBER 00000264406			

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT
WARNING: This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code. (Sec. 191.051)

000269576

VS-112 REV 10/2005



This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED MAR 10 2011
GERALDINE R. HARRIS
STATE REGISTRAR



20-20566-2141

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS NOV 17 2011 STATE OF TEXAS CERTIFICATE OF DEATH STATE FILE NUMBER 142-11-142463

Form containing fields for decedent name (NELVA E. BRUNSTING), date of death (11/11/2011), birth date (10/08/1926), sex (FEMALE), marital status (Widowed), residence (13630 PINEROCK LANE, HOUSTON, TX 77079), cause of death (RESPIRATORY FAILURE), and certifier information (JERSON CADENAS).

TECAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT (vertical text on the left margin)



This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED NOV 18 2011 GERALDINE R. HARRIS STATE REGISTRAR



20-20566-2142

PD F 1851
Department of the Treasury
Bureau of the Public Debt
(Revised February 1995)

REQUEST FOR REISSUE OF UNITED STATES SAVINGS BONDS/NOTES
IN NAME OF TRUSTEE OR PERSONAL TRUST ESTATE

OMB No. 1535-0008

IMPORTANT: Follow instructions in filling out this form. You should be aware that the making of any false, fictitious or fraudulent claim to the United States is a crime punishable by imprisonment of not more than five years or a fine up to \$250,000, or both, under 18 U.S.C. 287 and 18 U.S.C. 3571. Additionally, 31 U.S.C. 3729 provides for civil penalties for the maker of a false or fraudulent claim to the United States of an amount not less than \$5,000 and not more than \$10,000, plus treble the amount of the Government's damages as an additional sanction.
PRINT IN INK OR TYPE ALL INFORMATION

TO: Federal Reserve Bank

BEFORE FILLING OUT THIS FORM, READ TAX LIABILITY NOTICE ON PAGE 3
(The applicable statement(s) below **MUST** be completed. Failure to furnish this information could cause rejection of the transaction. See instructions.)

1. I (we) hereby request reissue of the bonds described on the reverse hereof in the form set out in item 7 below to the extent of \$ 38,025 (face amount).

2. In support of this request, I (we severally) certify that the trust estate described in item 7 below is a personal trust estate as defined in item 1 of the instructions on page 3 of this form, and

a. was created by ELMER H. BRUNSTING & NELVA E. BRUNSTING
(Name(s) of owner, coowner, or both coowners creating trust)

b. was created by some other person and

(i) I am (one of us is) a beneficiary of the trust.

(ii) _____, a beneficiary of the trust, is related
(Name)
to _____ as _____
(Name of owner or coowner) (Give exact relationship)

3. You must check box a. or b. (SEE "TAX LIABILITY" SECTION OF INSTRUCTIONS):

a. I (we) certify that, for federal income tax purposes, I (we) will be treated as owner(s) of the portion of the trust represented by any tax-deferred accumulated interest on the surrendered bonds.

b. I (we) certify that, for federal income tax purposes, I (we) will not be treated as owner(s) of the portion of the trust represented by any tax-deferred accumulated interest on the surrendered bonds, and therefore, I (we) will include the tax-deferred accumulated interest in gross income for the taxable year in which the bonds are reissued to the trust. I (we) am aware that a 1099-INT will be issued and the interest will be reported to the Internal Revenue Service by the agent that processes the transactions. The interest which will be reported includes deferred interest on V/HH bonds as well as interest earned on E/EE bonds from the issue date until the date of reissue.

4. ELMER H. BRUNSTING & NELVA E. BRUNSTING were the trustee/co-trustees of the trust. COB 10/27/96

5. The trust was created on October 10, 1996 (Month/Day/Year)
ELMER H. BRUNSTING, whose Social Security Account number is 282 32 8905
(Name of coowner)

is the principal coowner of any bonds registered in coownership form submitted herewith. He/she is responsible for any tax liability arising from the reissue transaction requested herein. (A principal coowner is a coowner who (1) purchased the bonds with his or her own funds or (2) received them as a gift, inheritance or legacy, or as a result of judicial proceedings, and has them reissued in coownership form, provided her or she has received no contribution in money or money's worth for designating the other person as coowner on the bonds. Both registrants are considered to be coowners when bonds are registered in the form "A" or "B")

7. Form in which bonds are to be reissued. ELMER H. BRUNSTING or NELVA E. BRUNSTING, Trustees, or the successor Trustees, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.
13630 PINAROCK, HOUSTON TX 77079
(Address)

(Taxpayer identifying number Assigned to Trust) (Employer Identification Number) 282-32-8905 (Social Security Account Number)

If the new bonds are not to be delivered to address shown in ELMER H. BRUNSTING deliver them to: 13630 PINAROCK
Houston TX 77079
(City or town) (State) (ZIP Code)

OWNER AND OTHER REGISTRANTS MUST SIGN AND HAVE THEIR SIGNATURE CERTIFIED ON PAGE 2
SEE INSTRUCTIONS FOR PRIVACY ACT AND PAPERWORK REDUCTION ACT NOTICE

Under penalty of perjury, I, the undersigned grantor (creator) of the trust, certify that the above taxpayer identification number assigned to the trust is correct; and that I am not subject to backup withholding either (i) because I have not been notified that I am subject to backup withholding (as a result of a failure to report all interest or dividends), or (ii) because I have been notified by the Internal Revenue Service that I am no longer subject to backup withholding. I further certify that the trust estate is not subject to backup withholding for one of the aforesaid reasons. (See Item 3 of the instructions on page 3.) (If an employer identification number, i.e., 12-3456789, has been assigned to the trust estate, then the trustee must furnish an I.R.S. Form W-9.)

Elmer H. Brunsting
 (Signature of Owner or co-owner)
13630 Pinebrook, Houston, TX 77025
 (Home Address)
282 32-8805
 (Social Security Account Number)
(713) 464 0391
 Daytime Telephone Number

Nelva E. Brunsting
 (Signature of co-owner or beneficiary)
13630 Pinebrook
 (Home Address)
481-30-4685
 (Social Security Account Number)
(713) 464-4391
 Daytime Telephone Number

I CERTIFY that Elmer H. Brunsting, whose identity is well-known or proved to me, personally appeared before me this 27 day of October, 1996 at Houston, TX (City or State)

I CERTIFY that Nelva E. Brunsting, whose identity is well-known or proved to me, personally appeared before me this 27 day of October, 1996 at Houston, TX (City or State)

and signed the above request, acknowledging the same to be a free act and deed.

and signed the above request, acknowledging the same to be a free act and deed.

BANK OF AMERICA TEXAS
 TELLER # 001
 (OFFICIAL STAMP OR SEAL) OCT 21 1996
Nelva E. Brunsting
 (Signature and title of certifying officer)
701 Town & Country
 (Address)
Houston, TX 77024

BANK OF AMERICA TEXAS
 TELLER # 001
 (OFFICIAL STAMP OR SEAL) OCT 21 1996
Nelva E. Brunsting
 (Signature and title of certifying officer)
701 Town & Country
 (Address)
Houston, TX 77024

RESERVED FOR IDENTIFICATION NOTATIONS

Customer Account Number and Date Established: _____ Document(s) - Description: _____
 Identified by (Signature and Address): _____

FOR OFFICIAL USE ONLY

This transaction was a taxable event
 \$ _____ was reported under _____ for _____ (Social Security Account Number) (Year)
 This transaction was not a taxable event. No interest was reported.

DESCRIPTION OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

ISSUE DATE	DENOMINATION (FACE AMOUNT)	SERIAL NUMBER	INSCRIPTION (Please type or print names, including middle names or initials, social security account number, if any, and addresses as inscribed on the bonds.)
ALL INFORMATION IS LISTED ON THE ATTACHED 8 PAGES			

(If space is insufficient, use sheet on page 4, sign it and refer to it above - or use FD F 3500 for this purpose.) (2)

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DESCRIPTIONS OF UNITED STATES SAVINGS BONDS PRESENTED AND SURRENDERED

ISSUE DATE	DENOMINATION	SERIAL NUMBER	INSCRIPTION
JAN 1968	25	Q2323610188E	ELMER H. BRUNSTING OR
JAN 1968	100	C488366018E	NELVA E BRUNSTING
FEB 1968	100	C488381553E	DITTO
MARCH 1968	100	C487597606E	DITTO
JULY 1968	100	C492930507E	DITTO
AUG 1968	25	Q2369597957E	DITTO
AUG 1968	100	C495526689E	DITTO
SEPT 1968	25	Q2376239798E	DITTO
SEPT 1968	100	C495554472E	DITTO
OCT 1968	25	Q2376412853E	DITTO
OCT 1968	100	C495571546E	DITTO
NOV 1968	25	Q2382934338E	DITTO
NOV 1968	100	C496529219E	DITTO
DEC 1968	100	C496545465E	DITTO
DEC 1968	25	Q2389590020E	DITTO
JAN 1969	25	Q2402769422E	ELMER H BRUNSTING
JAN 1969	100	C497448486E	NELVA E BRUNSTING
FEB 1969	25	Q2409958642E	DITTO
FEB 1969	100	C499254901E	DITTO
MARCH 1969	50	L757031560E	DITTO
MARCH 1969	100	C499266790E	DITTO
APRIL 1969	25	Q2422715395E	DITTO
APRIL 1969	100	C499274128E	DITTO
MAY 1969	50	L763056023E	DITTO
MAY 1969	100	C5022244708E	DITTO
JUNE 1969	50	L766519117E	DITTO
JUNE 1969	100	C502238466E	DITTO
JULY 1969	25	Q2440232983E	DITTO
JULY 1969	100	C502260677E	DITTO
AUG 1969	50	L772779399E	DITTO
AUG 1969	100	C504859197E	DITTO
SEPT 1969	50	L775389203E	DITTO
SEPT 1969	100	C504883348E	DITTO
OCT 1969	25	Q2468249697E	DITTO
OCT 1969	100	C506399101E	DITTO
NOV 1969	50	L777324452E	DITTO
NOV 1969	100	C506442126E	DITTO
DEC 1969	25	Q2476363422E	DITTO
DEC 1969	100	C506449027E	DITTO
JAN 1970	50	L779356396E	ELMER H BRUNSTING OR
JAN 1970	100	C507351868E	NELVA E BRUNSTING
FEB 1970	25	Q2489045403E	DITTO
FEB 1970	100	C507371517E	DITTO
MARCH 1970	50	L781533895E	DITTO

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MARCH 1970	100	C509742914E	DITTO
APRIL 1970	50	L781622843E	DITTO
APRIL 1970	100	C513299043E	DITTO
MAY 1970	50	LL781689413E	DITTO
MAY 1970	100	C513338157E	DITTO
JUNE 1970	50	L781840738E	DITTO
JUNE 1970	100	C513377785E	DITTO
JULY 1970	50	L794088310E	DITTO
JULY 1970	100	C513404100E	DITTO
AUG 1970	50	L796803115E	DITTO
AUG 1970	100	C 515732747E	DITTO
SEPT 1970	25	Q2528750393E	DITTO
SEPT 1970	100	C515801272E	DITTO
OCT 1970	50	L801969302E	DITTO
OCT 1970	100	C515833390E	DITTO
NOV 1970	50	L802022535E	DITTO
NOV 1970	100	C515886588E	DITTO
DEC 1970	50	L807326463E	DITTO
DEC 1970	100	C 515436590E	DITTO
JAN 1971	50	L807366168E	ELMER H BRUNSTING OR NELVA BRUNSTING
JAN 1971	100	C518450821E	
FEB 1971	50	L812941238E	DITTO
FEB 1971	100	C518516321E	DITTO
MARCH 1971	50	L815611153E	DITTO
MARCH 1971	100	C522495921E	DITTO
APRIL 1971	50	L817774095E	DITTO
APRIL 1971	100	C523365879E	DITTO
MAY 1971	75	K14200621E	DITTO
MAY 1971	100	C523483834E	DITTO
JUNE 1971	75	K14670394E	DITTO
JUNE 1971	100	C526107354E	DITTO
JULY 1971	50	L819574435E	DITTO
JULY 1971	100	C528427319E	DITTO
AUG 1971	75	K15016278E	DITTO
AUG 1971	100	C529794380E	DITTO
SEPT 1971	50	L825480119E	DITTO
SEPT 1971	100	C529877212E	DITTO
OCT 1971	75	K15187296E	DITTO
OCT 1971	100	C529895593E	DITTO
NOV 1971	50	L835532053E	DITTO
NOV 1971	100	C531353752E	DITTO
DEC 1971	75	K16443059E	DITTO
DEC 1971	100	C534218555E	DITTO
JAN 1972	75	K16841325E	ELMER H BRUNSTING OR NELVA E BRUNSTING
JAN 1972	100	C 535345407E	
FEB 1972	50	L1002342624E	DITTO
FEB 1972	100	C536246756E	DITTO

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MARCH 1972	75	K100205529E	DITTO
MARCH 1972	100	C1001140610E	DITTO
APRIL 1972	75	K100235027E	DITTO
APRIL 1972	100	C1001188897E	DITTO
MAY 1972	75	K100574825E	DITTO
MAY 1972	100	C1004287178E	DITTO
JUNE 1972	75	K100897353E	DITTO
JUNE 1972	100	C1004370151E	DITTO
JULY 1972	75	K100923508E	DITTO
JULY 1972	100	C1005971762E	DITTO
AUG 1972	75	K101226740E	DITTO
AUG 1972	100	C1007854435E	DITTO
SEPT 1972	75	K101234776E	DITTO
SEPT 1972	100	C1009583723E	DITTO
OCT 1972	75	K101497925E	DITTO
OCT 1972	100	C1013424162E	DITTO
NOV 1972	75	K101674271E	DITTO
NOV 1972	100	C1014677804E	DITTO
DEC 1972	75	K101717239E	DITTO
DEC 1972	100	C1014769185E	DITTO
JAN 1973	100	C1017412539E	ELMER H BRUNSTING OR
JAN 1973	100	C1017412540E	NELVA E BRUNSTING
FEB 1973	75	K103456625E	DITTO
FEB 9173	100	C1019165387E	DITTO
MARCH 1973	100	C1020967659E	DITTO
MARCH 1973	100	C1020967660E	DITTO
APRIL 1973	75	K103502429E	DITTO
APRIL 1973	100	C1022725346E	DITTO
MAY 1973	100	C1022743153E	DITTO
MAY 1973	100	C1022743154E	DITTO
JUNE 9173	75	K104260431E	DITTO
JUNE 1973	100	C1024190568E	DITTO
JULY 1973	100	C1025207524E	DITTO
JULY 1973	100	C1025207525E	DITTO
AUG 1973	75	K104501960E	DITTO
AUG 1973	100	C1026856168E	DITTO
SEPT 1973	100	C1028489865E	DITTO
SEPT 1973	100	C1028489866E	DITTO
OCT 1973	75	K105207666E	DITTO
OCT 1973	100	C1030186694E	DITTO
NOV 1973	100	C1031889677E	DITTO
NOV 1973	100	C1031889678E	DITTO
DEC 1973	100	C1031993682E	DITTO
DEC 1973	100	C1031993683E	DITTO
JAN 1974	75	K105609333E	ELMER H BRUNSTING OR
JAN 1974	100	C1034862765E	NELVA E BRUNSTING
FEB 1974	75	K106301025E	DITTO

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PAGE 4

FEB 1974	100	C1037551320E	DITTO
MARCH 1974	100	C1039590046E	DITTO
MARCH 1974	100	C1039590047E	DITTO
APRIL 1974	100	C1039616578E	DITTO
APRIL 1974	100	C1039616579E	DITTO
MAY 1974	100	C1040575108E	DITTO
MAY 1974	100	C1040575109E	DITTO
JUNE 1094	100	C1040666253E	DITTO
JUNE 1974	100	C1040666254E	DITTO
JULY 1974	25	Q5206129943E	DITTO
JULY 1974	100	C1040699695E	DITTO
JULY 1974	100	C1040699696E	DITTO
AUG 1094	25	Q5207177764E	DITTO
AUG 1974	100	C1042675840E	DITTO
AUG 1974	100	C1042675841E	DITTO
SEPT 1974	25	Q5212656678E	DITTO
SEPT 1974	100	C1044277355E	DITTO
SEPT 1974	100	C1044277356E	DITTO
OCT 1974	24	Q5219890347E	DITTO
OCT 1974	200	R104236199E	DITTO
NOV 1974	25	Q5227328461E	DITTO
NOV 1974	200	R104238066E	DITTO
DEC 1974	200	R105532207E	DITTO
JAN 1975	200	R105534602E	ELMER H BRUNSTING OR
FEB 1975	25	Q5250876813E	NELVA E BRUNSTING
FEB 1975	200	R105537285E	DITTO
MARCH 1975	50	L1110504385E	DITTO
MARCH 1975	200	R105552232E	DITTO
APRIL 1975	50	L10655080468E	DITTO
APRIL 1975	200	R10555261E	DITTO
MAY 1975	50	L20046344533E	DITTO
MAY 1975	200	R200729202E	DITTO
JUNE 1975	25	Q6011260745E	DITTO
JUNE 1975	200	R200475099E	DITTO
JULY 1975	50	L2008122240E	DITTO
JULY 1975	200	R200478983E	DITTO
AUG 1975	50	L2011260401E	DITTO
AUG 1975	200	R201130474E	DITTO
SEPT 1975	50	L2019145590E	DITTO
SEPT 1975	200	R201134203E	DITTO
OCT 1975	50	L2025225306E	DITTO
OCT 1975	200	R201145065E	DITTO
NOV 1975	75	K202269628E	DITTO
NOV 1975	200	R201438781E	DITTO
DEC 1975	75	K202852678E	DITTO
DEC 1975	200	R202448340E	DITTO

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		page 5	
JAN1976	75	K202864265E	ELMER H BRUNSTING OR
JAN 1976	200	R202451895E	NELVA E BRUNSTING
FEB 1976	75	K203112916E	DITTO
FEB 1976	200	R202690829E	DITTO
MARCH 1976	75	K203265303E	DITTO
MARCH 1976	200	R202694335E	DITTO
APRIL1976	75	K203366117E	DITTO
APRIL 1076	200	R202698397E	DITTO
MAY 1976	75	K203354323E	DITTO
MAY 1976	200	R202699682E	DITTO
JUNE 1976	75	K203364078E	DITTO
JUNE 1976	200	R203951602E	DITTO
JULY 1976	75	K203386120E	DITTO
JULY 1976	200	R203944366E	DITTO
AUG 1976	100	C2030829953E	DITTO
AUG 1976	200	R203949180E	DITTO
SEPT 1976	75	K207076144E	DITTO
SEPT 1976	200	R203978493E	DITTO
OCT1972	75	K207094581E	DITTO
OCT1976	200	R204483052E	DITTO
NOV 1976	75	K207452453E	DITTO
NOV 1976	200	R204507335E	DITTO
DEC 1976	75	K207459456E	DITTO
DEC 1976	200	R204523975E	DITTO

JAN 1977	100	C20361322118E	ELMER H BRUNSTING OR
JAN 1977	200	R204541333E	NELVA E BRUNSTING
FEB 1977	100	C2039832289E	DITTO
FEB 1977	200	R204553456E	DITTO
MARCH 1977	100	C2041431316E	DITTO
MARCH 1977	200	R204557856E	DITTO
APRIL 1977	100	C2043336989E	DITTO
APRIL 1977	200	R205675270E	DITTO
MAY 1977	25	Q6185728367E	DITTO
MAY 1977	100	C2046633576E	DITTO
MAY 1977	200	R205991077E	DITTO
JUNE 1977	100	C2049536154E	DITTO
JUNE 1977	200	R20634880E	DITTO
JULY 1977	100	C204981455E	DITTO
JULY 1977	200	R206596261E	DITTO
AUG.1977	25	Q6204923639E	DITTO
AUG 1977	100	C2054099290E	DITTO
AUG 1977	200	R2060846501E	DITTO
SEPT 1977	100	C2054145624E	DITTO
SEPT 1977	200	R207208675E	DITTO
OCT 1977	100	C2058634132E	DITTO
OCT 1977	200	R207528154E	DITTO
NOV 1977	100	C2059773778E	DITTO
NOV 1977	200	R207840791E	DITTO
DEC 1977	25	Q6233839753E	DITTO
DEC 1977	100	C2061750948E	DITTO
DEC 1977	200	R207846639E	DITTO

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JAN 1978	100	C2063616775E	ELMER H. BRUNSTING OR
JAN 1978	200	R 208068104E	NELVA E BRUNSTING
FEB 1980	75	K221891597E	ELMER H BRUNSTING OR
FEB 1980	100	C2107430100E	NELVA E BRUNSTING
FEB 1980	200	R212872691E	DITTO
MARCH 1980	200	R212956976E	DITTO
MARCH 1980	200	R212956977E	DITTO
APRIL 1980	75	K222388747E	DITTO
APRIL 1980	100	C2108816696E	DITTO
FEB 1981	50	L50420726EE	ELMER H BRUNSTING OR
FEB 1981	75	K19777823EE	NELVA E BRUNSTING
FEB 1981	200	R7766450EE	DITTO
MARCH 1981	50	L57948286EE	DITTO
MARCH 1981	75	K19824806EE	DITTO
MARCH 1981	200	R7862790EE	DITTO
APRIL 1981	50	L62652169EE	DITTO
APRIL 1981	100	C22831762EE	DITTO
APRIL 1981	200	R7935030EE	DITTO
MAY 1981	50	L66997209EE	DITTO
MAY 1981	75	K20201615EE	DITTO
MAY 1981	200	R8890396EE	DITTO
JUNE 1981	50	L67154411EE	DITTO
JUNE 1981	75	K20988705EE	DITTO
JUNE 1981	200	R8963741EE	DITTO
JULY 1981	50	L71018815EE	DITTO
JULY 1981	100	C27478706EE	DITTO
JULY 1981	200	R9080782EE	DITTO
AUG. 1981	50	L77515409EE	DITTO
AUG. 1981	75	K21069991EE	DITTO
AUG. 1981	200	R9163791EE	DITTO
SEPT 1981	50	L78689195EE	DITTO
SEPT 1981	100	C31829104EE	DITTO
SEPT 1981	200	R299558EE	DITTO
OCT 1981	50	L83335953EE	DITTO
OCT 1981	75	K21754483EE	DITTO
OVT 1981	200	R10284711EE	DITTO
NOV 1981	50	L87201014EE	DITTO
NOV 1981	75	K21962801EE	DITTO
NOV 1981	200	R10473740EE	DITTO
DEC 1981	50	L87994774EE	DITTO
DEC 1981	100	C35846236EE	DITTO
DEC 1981	200	R10720744EE	DITTO

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JAN 1982	75	K22664763EE	ELMER H BRUNSTING OR
JAN 1982	100	C36623992EE	NELVA E BRUNSTING
JAN 1982	200	R11303467EE	DITTO
FEB 1982	50	L91576789EE	DITTO
FEB 1982	100	C36678673EE	DITTO
FEB 1982	200	R11338971EE	DITTO
MARCH 1982	75	K23083831EE	DITTO
MARCH 1982	100	C36718817EE	DITTO
MARCH 1982	200	R11374723EE	DITTO
APRIL 1982	75	K23121260EE	DITTO
APRIL 1982	100	C40523680EE	DITTO
APRIL 1982	200	R11584168EE	DITTO
MAY 1982	75	K23495917EE	DITTO
MAY 1982	100	C40594461EE	DITTO
MAY 1982	200	R11601130EE	DITTO
JUNE 1982	75	K23536240EE	DITTO
JUNE 1982	100	C41593583EE	DITTO
JUNE 1982	200	R11710847EE	DITTO
JUL 1981	75	K23579140EE	DITTO
JULY 1982	100	C43012682EE	DITTO
JULY 1982	200	R11827387EE	DITTO
AUG 1982	75	K29080326EE	DITTO
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AUG 1982	200	R11843838EE	DITTO
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SEPT 1982	200	R11932700EE	DITTO
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NOV 1982	200	R12807995EE	DITTO
DEC 1982	75	K35841574EE	DITTO
DEC 1982	100	C47000524EE	DITTO
DEC 1982	200	R13202009EE	DITTO

JAN 1983	75	K35869372EE	ELMER H BRUNSTING OR
JAN 1983	100	C47086584EE	NELVA E BRUNSTING
JAN 1983	200	R13214791EE	DITTO
FEB 1983	50	L136290497EE	DITTO
FEB 1983	100	C54019850EE	DITTO
FEB 1983	200	R13915588EE	DITTO
MARCH 1983	75	K36534795EE	DITTO
MARCH 1983	100	C54064392EE	DITTO
MARCH 1983	200	R14184718EE	DITTO
APRIL 1983	75	K39737381EE	DITTO
APRIL 1983	100	C55118367EE	DITTO
APRIL 1983	200	R14244640EE	DITTO
MAY 1983	75	K39755808EE	DITTO
MAY 1983	100	C55144028EE	DITTO

P1190

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USPS TRACKING # / Insurance Number:			
9405 9036 9930 0253 1601 07			
Trans. #:	309929516	Priority Mail® Postage:	\$5.05
Print Date:	09/13/2014	Insurance Fee:	\$0.00
Ship Date:	09/13/2014	Total:	\$5.05
Expected Delivery Date:	09/15/2014		
Insured Value:	\$1.00		
From:	CANDACE CURTIS 218 LANDANA ST AMERICAN CYN CA 94503-1050		
To:	BUREAU OF THE FISCAL SERVICE PO BOX 7012 PARKERSBURG WV 26106-7012		
*Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.			



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BUREAU OF THE FISCAL SERVICE
PO BOX 2186
PARKERSBURG WV 26106



October 8, 2014

CANDACE L CURTIS
218 LANDANA ST
AMERICAN CANYON CA 94503

Treasury Retail Securities

IMPORTANT INFORMATION

Thank you for your recent inquiry regarding Treasury Retail Securities. If you are responding to our correspondence, please include this bar code sheet with your response. Failure to include this sheet may delay the processing of your request. Please note:

- Place this bar code sheet on the top of all documents you submit.
- Mail your transaction to the address provided below using the enclosed return envelope.
- Ensure that the return address at the bottom of this sheet is visible in the envelope window.
- Make a note of the Customer Number (shown below) for all future reference or communication purposes.

For Internal purposes only

Customer#: 0001326239S



Service Request#: 1-500690063



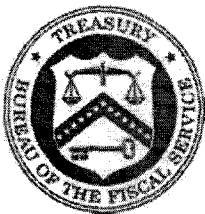
CC5

BUREAU OF THE FISCAL SERVICE
PO BOX 2186
PARKERSBURG WV 26106

For information about Treasury Retail securities, go to:
www.treasurydirect.gov



20-20566.2153



Treasury Securities Services

October 8, 2014

Customer: 0001326239S
Elmer H. Brunsting



CANDACE L CURTIS
218 LANDANA ST
AMERICAN CANYON CA 94503

Dear Ms. Curtis:

This letter refers to your recent transaction and/or inquiry.

I am trying to get photos of paid bonds; usually we cannot get photos of any bonds that have been paid over ten years ago.

I did locate some Series EE bonds issued to Elmer H Brunsting or Nelva E Brunsting's Trust.

To proceed with the request, we will need from the successor trustee:

- A certified copy of any deceased trustee's death certificate. Death certificates must be certified or sworn to by the state or local registrar, under seal or stamp, as true and correct copies taken from the official records.

In support of the request we will need a Certificate of Trust. If this is not available or your state does not allow for one, please send a copy of the original trust agreement with amendments or relevant trust excerpts and amendments. The copy of the trust must be a true and correct copy of the original and the following pages must be included:

- The page showing the name and date of the trust (not a title or cover page).
- The page(s) identifying the acting trustee(s). If more than one acting trustee is named and each can act independently, submit that portion of the trust.
- The signature page(s).
- Any amendments to the trust that may alter the information on the pages submitted or limit the authority of the acting trustee(s) to request the transaction.

If the bond(s) are missing, we will also need:

- The person(s) entitled to complete and sign the enclosed *Claim For Lost, Stolen or Destroyed United States Savings Bonds* (PD F 1048).

For information about Treasury Retail securities, go to:
www.treasurydirect.gov



20-20566.2154

We may also need information concerning the estate of the last deceased.

Please send your response in the enclosed envelope. When contacting us, please provide the customer name and reference number shown at the top of this letter as well as your daytime telephone number. Also provide your email address if you prefer contact by email.

For general questions about Treasury Securities, visit our website at www.treasurydirect.gov. If you have questions about this letter, call 304-480-7711 ext. 297414, between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

Sincerely,

Bureau of the Fiscal Service

Enclosure: Return Envelope



For information about Treasury Retail securities, go to:
www.treasurydirect.gov

20-20566.2155

Exhibit 22

Amy June 24, 2015 answers to interrogatories and Requests for Production

GRIFFIN & MATTHEWS*Attorneys at Law*

1155 Dairy Ashford, Suite 300

Houston, Texas 77079

(281) 870-1124

(281) 870-1647 FAX

FACSIMILE TRANSMISSION

<hr/>			
To:	Bobbie Bayless	713.522.2218	713.522.2224
	Darlene Payne Smith	Fax: 713.658.1921	Phone: 713.752.8640
	Bradley Featherston	281.759.3214	281.759.3213
<hr/>			
From:	Neal E. Spielman	Pages: 29 including this cover page	Date: 6/24/2015
<hr/>			
Re:	Cause No. 412,249-401; <i>Carl Brunsting, et. al. v. Anita Brunsting, et. al.</i> ; In Probate Court No. Four (4) of Harris County, Texas		
<hr/>			

PLEASE DELIVER AS SOON AS POSSIBLE

- Amy Brunsting's Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production (with Verification)

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION WHICH IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE AND MAY CONTAIN INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by telephone.

GRIFFIN & MATTHEWS
Attorneys at Law

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June 24, 2015

BRAUMONT
400 NBCHS @ CROCKETT
BRAUMONT, TEXAS 77701
(409) 832-6006
FAX: (409) 832-1000

NEAL E. SPIELMAN
nspielman@griffinlaw.com

Ms. Candace Louise Curtis
218 Landana Street
American Canyon, California 94503

Via C.M.R.R.R.
7014 0150 0001 5384 0078

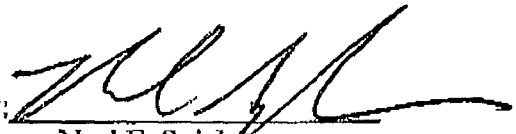
RE: Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.*; In
Probate Court No. Four (4) of Harris County, Texas

Dear Ms. Curtis:

In accordance with the Texas Rules of Civil Procedure, enclosed please find my client's
Objections, Answers and Responses to the written interrogatories and requests for production
recently issued. My client's verification is also enclosed.

Very truly yours,

Griffin & Matthews

By: 
Neal E. Spielman

NES:mf
Enclosures

cc: Ms. Bobbie G. Bayless
Bayless & Stokes
Via Facsimile: 713.522.2218

Ms. Darlene Payne Smith
Crain, Caton & James
Via Facsimile: 713.425.7945

Mr. Bradley E. Featherston
The Mendel Law Firm, L.P.
Via Facsimile: 281.759.3214

NO. 412,249-401

CARL HENRY BRUNSTING, et. al.	§	IN PROBATE COURT
	§	
v.	§	NUMBER FOUR (4) OF
	§	
ANITA KAY BRUNSTING, et. al.	§	HARRIS COUNTY, TEXAS


**AMY RUTH BRUNSTING'S
OBJECTIONS, ANSWERS AND RESPONSES TO CANDACE LOUISE CURTIS'S
WRITTEN INTERROGATORIES AND REQUESTS FOR PRODUCTION**

TO: *Candace Louise Curtis, Pro Se, - 218 Landana Street, American Canyon, California 94503*

Amy Ruth Brunsting, serves these Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production in accordance with the Texas Rules of Civil Procedure.

Respectfully submitted,

GRIFFIN & MATTHEWS

BY: 

NEAL E. SPIELMAN
Texas State Bar No. 00794678
nspielman@grifmatlaw.com
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1124 - Phone
281.870.1647 - Facsimile

*ATTORNEYS FOR DEFENDANT,
AMY RUTH BRUNSTING*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 24th day of June 2015, to the following in the manner set forth below:

Candace Louise Curtis – Pro Se:

Candace Louise Curtis
218 Landana Street
American Canyon, California 94503
Via C.M.R.R. 7014 0150 0001 5384 0078

Attorneys for Carl Henry Brunsting:

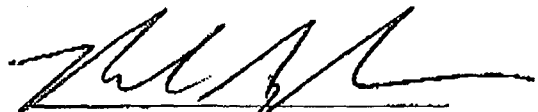
Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098
Via Facsimile: 713.522.2218

Attorneys for Carole Ann Brunsting:

Darlene Payne Smith
Alec B. Covey
Crain, Caton & James
Five Houston Center
1401 McKinney, 17TH Floor
Houston, Texas 77010
Via Facsimile: 713.425.7945

Attorneys for Anita Kay Brunsting:

Bradley E. Featherston
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Via Facsimile: 281.759.3214


NEAL E. SPIELMAN

OBJECTIONS, ANSWERS & RESPONSES

Amy Brunsting ("Amy" or "Respondent") objects to the interrogatories and requests for production issued by Candace Louise Curtis ("Candace") to the extent they are, by Candace's own admission, first made pursuant to "fiduciary obligations" allegedly owed to her. If, via the trust documents, Candace actually has the right to inquire into the topics covered in her interrogatories and requests for production, then that right is subject to other provisions in the trust documents requiring her to pay costs associated with responding, which she has not done. As a result, Amy's purported obligation to address these issues with Candace has not yet been triggered, and will not trigger until, at least, all necessary costs have been paid.

To the extent Candace's interrogatories and requests for production are issued pursuant to the Texas Rules of Civil Procedure, Amy's objections, answers and responses are as follows:

Interrogatory No. 1 (Really, Interrogatories 1-4)

(a) Regarding the Affidavit in Support of Removal of Lis Pendens, Sworn to and signed by you on March 6, 2012, at Item 5 you state:

"As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston."

With respect to this statement:

i. Has a Personal Asset Trust been set up for?

- 1. Candace Louise Curtis
- 2. Carole Ann Brunsting
- 3. Carl Henry Brunsting
- 4. Amy Ruth Brunsting
- 5. Anita Kay Brunsting

If the answer to any of 1 - 5 is yes, please state when and how each personal asset trust was "set up", how and from what assets each was funded. Please explain also the dispositive provisions for the personal asset trusts and the instruments from which each article was derived. Please also explain what administrative provisions were used to "set up" the personal asset trusts and identify the instrument(s) from which those provisions were derived.

If the answer to any of 1 - 5 is no, please explain the process for the creation of the personal asset trust(s) and itemize, with a particularity, the causes for your failure to establish said trust(s).

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

(b) At item 10 you state:

"The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the Lis Pendens so the sale can be consummated, for the benefit of all of the heirs".

The house sold more than 3 years ago, what benefit has any heir received from the sale of the house?

Answer:

Objection. Respondent objects to this Request as phrased. It is vague, confusing, premature, misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The proceeds from the sale of the house have been deposited in an interest-bearing account where they will remain pending resolution of the various legal proceedings initiated by Carl and Candace

(c) At item 3 in your Affidavit in Support of Removal of Lis Pendens, dated March 6, 2012, you state:

"The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance."

With respect to this statement:

Our father died April 1, 2009. At the time of his death the named successor co-trustees, as per the 2007 Amendment, were Carl and Candace. "Our parents" removed your name as successor co-trustee with the 2007 Amendment, and my name remained as a successor co-trustee with Carl. What instruments created between the 2007 Amendment and our father's death indicate: "our parents did not feel she was competent to handle her own inheritance"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

All of them. Taken in their totality, the documents evidence our parents changing attitudes and confidence in Candace and Carl's respective abilities to properly care for themselves, manage money, make reasonable decisions, avoid negative influences in the form of spouses and/or significant others, etc.

Interrogatory No. 2 (Really, Interrogatories 5-8)

In your Verified Answer to Plaintiff Carl Brunsting's Petition for Declaratory Judgment, for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, filed May 13, 2013, you state:

"AMY RUTH BRUNSTING F/F/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Asset Trust because such trusts have not been created and therefore do not contain any trust property."

Section 3(A)(A) at page 5 of the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment" states:

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified to be made to said beneficiary's Personal Asset Trust first occurs.

Pursuant to Article X Section "A" of the family trust, distributions were specified to be made to the five personal asset trusts at the death of the Surviving Founder.

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

That event occurred on November 11, 2011.

- (a) **What clause in what trust instrument allows the trustees to ignore the dispositive provisions of Article X (compelling establishment of personal asset trusts) and to continue acting as trustees for the Survivor's and Decedent's trusts well beyond the period of time necessary to settle those trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Further, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

- (b) **Did the trustees ever have any intention of funding individual asset trusts? If yes, when, for whom, in what proportions, and based upon what criteria?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

- (c) **Did the trustees ever intend to render full, true, and complete accounts? If yes, why have proper accounts not been rendered?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons. Additionally, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

- (d) **Which of the ten purposes for establishing personal asset trusts, expressed in the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", were considered in the decision not to express and fund personal asset trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The document speaks for itself relative to the Trustor's intent. This notwithstanding, the Personal Asset Trusts have not been established as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and

when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

Interrogatory No. 3 (Really, Interrogatories 9-10)

You communicated with Frost Bank by email on January 24, 2012 "about the management of the trust accounts for my brother Carl and my sister Candy". Your email states "A copy of the trust is attached". The only attachment was the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement".

- (a) **Is it your opinion that the 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" constitutes the complete trust agreement from which the personal asset trusts are to be created?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is confusing, misleading and capable of causing jury confusion. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

- (b) **What was the reason why Frost Bank declined the management of the trust accounts for Carl and Candy?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is vague, confusing, misleading and capable of causing jury confusion. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My understanding is that Frost Bank declined as a result of real property being located outside the State of Texas. Whether there were other or different reasons, I cannot say.

Interrogatory No.4 (Really, Interrogatories 11-15)

In 2011, you, Ann, and Jack each received distributions in the form of Exxon and Chevron securities.

- (a) **Were you involved in the decision to distribute those assets? If yes, what trust distribution standard was utilized and what facts were considered in relation to those standards as that criteria relates to each of the five Brunsting beneficiaries?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Exxon and Chevron securities were received while my mother was still alive. They were presented as gifts. I was not involved in mother's decision.

(b) Were you aware that those distributions were not equal?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Yes, I was aware that the gift I received was not the same amount as the gifts received by Ann and Jack. However, to my knowledge, the amounts received by Ann and Jack were equal in amount to similar gifts received by mother's other grandchildren

(c) Were you aware that Carl received no stock or other assets of any kind at that time?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe this is a true statement. I believe, at or around this time, Carl was receiving monies from mother directly and/or via mother's payment of bills, invoices or other expenses.

(d) Were you involved in the decision making process in labeling those distributions as gifts?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe that any monies, securities, etc. given out by mother while she was alive were distributions; but, no, I was not involved in any "decision" of this sort.

(e) Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article III Qualified Beneficiary Designation? If yes; what was the specific property, to who

was the specific property directed to be distributed, when, in what proportions and according to what criteria?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I was not a co-trustee until after mother died in November 2011, so I was not involved in anything that occurred up until that time, and Candace's lawsuit began approximately 3 months later. As to specific trust property and its distribution, the documents speak for themselves.

Interrogatory No. 5 (Really, Interrogatories 16-26)

As co-trustee, regarding the exercise of "Sole and Absolute Discretion" in recent opposition to a distribution to Candace Curtis:

(a) What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(b) What is the trustee's process for making discretionary distribution decisions?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or

obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

- (c) **What does the trustee require when asked to consider other resources and establish the beneficiary's standard of living?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

- (d) **Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, identify the controlling provisions and the instrument(s) that contain those provisions.**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(e) Does the trustee work with distribution advisors? If so, who and when? If not, why not?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(f) What types of distributions would the trustees like a beneficiary to receive?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(g) For what purposes can the beneficiary request a distribution from the trust?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(h) When would the trustees like distributions to be made and in what priority?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(i) What circumstances should or should not exist prior to a distribution from "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(j) Who should be involved in the decision making process?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(k) What factors does the decision-maker measure in determining the beneficiary's need for a distribution?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

Respondent invokes all rights and remedies associated with instances of offensive discovery abuse, including without limitation, a request for a protective order. This request is occasioned, in part, by Candace Louise Curtis' abuse of the Texas Rules of Civil Procedure and her violation of "discrete sub-part" standards and restrictions. Candace Louise Curtis has issued more interrogatories than she is permitted to issue under the Rules. Until her interrogatories are re-drafted to remedy the violation, or pending further instructions from the Court, additional objections to the remaining interrogatories are reserved, as are additional factual answers.

(l) What facts were relied upon in your determination to oppose distributions to Candace?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 6 (Really, Interrogatories 27-29)

On March 8, 2011, Anita sent an email to you, Candy, and Carole in which she said:

"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."

(a) Did you meet with Candace Freed to discuss any trust business prior to the death of Nelva Brunsting? If yes, provide the dates and explain the purposes for each of those meetings.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) How much were you involved with Anita's efforts to convince Nelva to alter the terms of the trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) How much was Carole involved with Anita's efforts to convince Nelva to alter the terms of the trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No.7 (Really, Interrogatories 30-31)

Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in discussions involving the creation or signing of the August 25, 2010 trust amendment instrument(s)? If yes, explain the circumstances leading up to the creation of the instrument.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 8 (Really, Interrogatories 32-33)

Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the December 21, 2010 instruments.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 9 (Really, Interrogatories 34-37)

Pursuant to the Provisions of the 2005 Restatement, Administration of the Decedent's trust in Article IX:

(a) Did Nelva have the authority to remove the trustees of the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Did the exercise of the Qualified Beneficiary Designation and Testamentary Power of Appointment, dated 8/25/2010, appoint specific property to any specified beneficiary or beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Did the Limited Testamentary Power of Appointment, dated 8/25/2010, direct distributions of principal of the Decedent's Trust in a manner that discharged the surviving Founder's legal obligations to any beneficiary of the Decedent's Trust? If yes, please explain with a specificity as it affects each of the five Brunsting heirs/beneficiaries.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) If Nelva discharged her legal obligations to a beneficiary of the Decedent's Trust, what beneficiary(s) and to what extent did Nelva discharge her legal obligations to those beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 10 (Really, Interrogatories 38-41)

Please refer to George Vie's July 15, 2013 letter to the Special Master and Attachment 1 to these Interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, also including the \$100,000.00 distribution Anita received in 2005 to pay off her house.

Your letter states that:

"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's

daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses."

Attachment I demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Anita and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

- (a) **Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of intended influence addressed to the Special Master.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules. If none say none.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

In general the July 15, 2013 letter to the Master attempts to provide explanation for the accelerated dissipation of trust assets while our Mother was still alive. These take-my-word-for-it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity.

- (c) **Were you involved in the decision making process for any of those distributions? If yes, explain.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (d) **In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 11 (Really, Interrogatories 42-56)

Regarding the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement"

- (a) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) What changes to the administrative provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (c) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (d) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (e) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (f) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(g) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(h) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(i) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(j) What changes to the administrative provisions of the Survivor's Trust (Article VIII) were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(k) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(l) Has the Brunsting Family Trust ever been amended or revoked by a court of competent jurisdiction?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (m) **Has the Elmer H. Brunsting Irrevocable Decedent's trust ever been amended or revoked by a court of competent jurisdiction?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (n) **Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article VIII Limited Testamentary Power of Appointment? If yes, what was the specific property; to who was the specific property directed to be distributed; when, in what proportions; and, according to what criteria?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (o) **What specific trust property was directed to be distributed by the 8/25/2010 exercise of the Article IX limited testamentary power? According to what standard was it to be distributed, when, how and to whom was it to be distributed?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 12 (Really, Interrogatories 57-65)

With respect to the August 25, 2010 QBD "Section B. Trustor's Intent in Establishing Personal Asset Trusts,"

Intention 1. To protect and conserve trust principal

EE Bonds have long been known to exist, yet have never been included in the list of assets of the trust, or accounted for by the trustees. This was brought to your attention at the hearing in connection with the Report of Master in July 2013. Anita received a letter from the Treasury dated December 4, 2014, referring to "your recent transaction and/or inquiry", which says the search "identified the unredeemed bonds described on the enclosed list". It goes on to state "The Department of the Treasury requires the properly completed forms be submitted in order to process the claims." A check with the Treasury Department gave a total value of the bonds as approximately \$6,452.64. A statement at the end of the Bond List received as an attachment to the correspondence says: "***If there are any bonds marked with an asterisk, they are within one month of their final maturity and may not be reissued or replaced.**" All bonds on the list are marked with an asterisk.

- (a) **Why was your inquiry made more than one year after you were noticed of the existence of these EE Bonds?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What claim(s), if any, were requested to be processed?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Were the properly completed forms subsequently submitted? If no, why not? If yes, what were the results and why have the transaction records not been disclosed to Plaintiff(s)?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary

The Decedent's Trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year.

(a) Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you obtained or been given regarding income taxes paid by the trusts, if any?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

(a) In what way have you respected this intention?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Answer:

Intention 5 To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

(a) In what way have you considered the needs and resources of beneficiary Candace Curtis in your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What facts did you rely upon in evaluating the needs and personal resources of beneficiary Candace Curtis in your distribution considerations?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

(a) What inquiry did you make in effort to determine the existence of business ventures or start-ups that beneficiary Candace Curtis may be involved in as a part of your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) In your determination not to fund individual asset trusts what facts were considered in relation to any of the remaining expressed intentions for such actions?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 13 (Really, Interrogatories 66-69)

The Bates stamped documents included in Plaintiffs document production P6-P155, "My Trustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

(a) Which of the eight "Do's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Which of the eight "Do's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Which of the nine "Do Not's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) Which of the nine "Do Not's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 14 (Really, Interrogatories 70-75)

In establishing Personal Asset Trusts for the beneficiaries

(a) Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What dispositive and administrative provisions flow to the personal asset trusts from the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) What dispositive and administrative provisions flow to the personal asset trusts from the Survivor's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) When the dispositive provisions of the Decedent's Trust and those of the amended Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (e) **When the administrative provisions of the Decedent's Trust and those of the Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (f) **Describe the steps you have taken to honor the provisions of Article X, Section B (1)(a)(i) of the Brunsting Family Trust?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 15 (Really, Interrogatories 76-77)

Accounts and Accounting

- (a) **How can you create personal asset trusts and fulfill the purposes of the trust without a full, true, and complete statutory accounting?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **When and how did the acting trustees inform the beneficiaries regarding their beneficial interests?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

OBJECTIONS AND RESPONSES

Request for Production No. 1

Schedule F - Purports to be a partial gifting reconciliation from Elmer and Nelva Brunsting from 2001, as developed from checking transactions. Please provide any bank statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 2

Please provide any Edward Jones statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 3

Please provide a true and correct copy of the "Appointment of Successor Trustees" dated July 1, 2008 referenced in such instruments as the Certificates of Trust bearing Bates Stamps P6783, V&F 000004; P6784, V&F 000005 and P6785, V &F 000006.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 4

Please provide a true and correct copy of the "Agreement" signed by Nelva Brunsting establishing the rate of trustee compensation claimed in the April 2012 spreadsheets and July 2013 Master's report. Please also include a copy of any letters of notice of change in trustee compensation, along with proofs of certified mailing to beneficiaries, as required by the Texas property statutes.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 5

Please provide any and all parole evidence indicating Nelva's knowledge of and direct participation in discussions related to "changes to the trust" specifically in regard to the instruments dated August 25, 2010, and those dated December 21, 2010.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request. Further, it seeks information, which – if it exists – is in the hands of third parties over whom Respondent has no control.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 6

Please provide copies of all supporting documentation upon which 2014 taxes were calculated and paid in regard to any Brunsting related trust(s).

Response:

Materials responsive to this Request have previously been provided by Anita Brunsting directly and/or through counsel. Additional responsive materials are in the process of being accumulated and will likewise be provided by Anita Brunsting directly and/or through counsel.

VERIFICATION

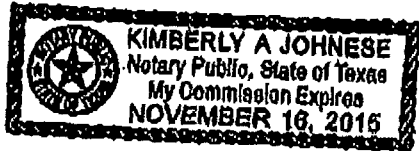
STATE OF TEXAS §
COUNTY OF Comal §

Before me, the undersigned notary, on this day personally appeared AMY RUTH BRUNSTING, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

My name is Amy Ruth Brunsting, and I am over 18 years of age, of sound mind and capable of making this verification. I have read answers to the interrogatories issued to me by Candace Louise Curtis. Unless otherwise noted in the content of the answers, the facts stated are within my personal knowledge and are true and correct.

Amy Brunsting
Printed Name: Amy Brunsting
Date: 6-19-15

Sworn to and subscribed before me by Amy Brunsting on the 19 day of June, 2015.



Kimberly A. Johnese
Notary Public in and for the State of Texas

Exhibit 23

Anita's June 4, 2015 answers to interrogatories

NO. 412,249-401

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

CARL HENRY BRUNSTING, et al	§
	§
v.	§
	§
ANITA KAY BRUNSTING, et al	§

**Anita Kay Brunsting 's Response to
Candace Louise Curtis'
First Written Interrogatories**

Anita Kay Brunsting serves her response to Candace Louise Curtis' first written interrogatories.

Respectfully submitted,

/s/ Brad Featherston

Stephen A. Mendel (13930650)
Bradley E. Featherston (24038892)
The Mendel Law Firm, L.P.
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Counsel for Anita Kay Brunsting
In Capacities at Issue

Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Candace Louis Curtis
218 Landana Street
American Canyon, CA 94503
Tel: 925-759-9020

Pro Se

Bobbie G. Bayless
2931 Ferndale
Houston, Texas 77098
O: 713-522-2224; F: 713-522-2218

Attorney for Drina Brunsting,
Alleged Attorney in Fact for
Carl Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010
O: 713-752-8640; F: 713-425-7945

Attorney for Carole Ann Brunsting

Neal Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, TX 77079
O: 281-870-1124; F: 281-870-1647

Attorney for Amy Brunsting

via email on June 4, 2015.

/s/ Brad Featherston

Bradley E. Featherston

Response to Written Interrogatories¹

Anita Brunsting objects to Candace's interrogatories and request for production made pursuant to "fiduciary obligations." Interrogatories and request for production are exclusive to the Texas Rules of Civil Procedure and are not contemplated by the trust instruments nor any other applicable law. To the extent Candace's interrogatories and request for production are made pursuant to fiduciary obligations under the trust instruments then, pursuant to the trust, the Trustee requires that Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

1. In your exercise of discretion, which of the Founders' ten intended purposes and what aspects of the HEMS standard were factored into your determination to oppose a distribution to beneficiary Candace from her personal asset trust, and upon what set of facts did your determination rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, see Anita's response to Candace's request for distributions that was filed with the Court and which documents speak for themselves.

2. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Carole, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

3. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Candace, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

¹ Candace's Interrogatories were renumbered for the convenience of the parties and the Court.

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

4. In 2011, which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in transferring Exxon Stock to Amy, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Subject to and without waiving the foregoing objections, such transfer was made at Nelva Brunsting's instruction.

5. Which of the ten intended purposes, if any, and what aspects of the HEMS standard did you apply to your exercise of discretion in not transferring Exxon Stock to Carl, and upon what set of facts did your exercise of discretion rely? If you did not use any of the ten expressed purposes or the HEMS standard, what standard did you use, if any?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, presumably the inquiry relates to the time period Nelva Brunsting was alive and Nelva Brunsting did not instruct an Exxon Stock transfer to Carl.

6. What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the distribution standards are as set forth in the trust instruments, which were interpreted as written.

7. What is/was the trustee's process for making discretionary distribution decisions?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the process is as set forth in the trust instruments.

8. What does the trustee require when asked to consider other resources and establish the beneficiary’s standard of living?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. The trustee requires what the trust instruments provide.

9. Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, under which provision of what instrument(s)?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the trust instruments speak for themselves.

10. Does the trustee work with distribution advisors? If so, who and when? If not, why not?

RESPONSE: The trustee has not worked with distribution advisors. No distributions have been made since the Nelva’s death due to the litigation filed by Candace and Carl.

11. When and how did the acting trustees inform the beneficiaries of their beneficial interests?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, prior to defendant’s appointment as trustee, on or about October 23, 2010, Candace was informed of her beneficial interest via email. Shortly after Nelva’s death in November 2011, the trustees and their counsel were in the process handling the trust affairs incident to Nelva’s death. The trustees and

their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries.

12. What types of distributions would the trustees like a beneficiary to receive?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

13. For what purposes can the beneficiary request a distribution from the trust?

RESPONSE: Defendant objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, the beneficiary can request a distribution for the purposes contained in the trust instruments.

14. When would the trustees like distributions to be made and in what priority?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, Subject to, and without waiving the foregoing objections, defendant would like a beneficiary to receive distributions in accordance with the trust instruments.

15. What circumstances should or should not exist prior to a distribution from "the trust"?

RESPONSE: Defendant objects to this interrogatory as unintelligible. Defendant further objects because it is unclear which "trust" the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva's death or after Nelva's death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, with respect to Candace, the Court must resolve Candace's claims and allegations in the pending lawsuit and, in particular, Candace's allegation that the no contest provisions in the trust instruments are unenforceable, prior to a distribution.

16. Who should be involved in the decision making process?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court and the parties to the litigation should be involved in the decision making process.

17. What factors does the decision-maker measure in determining the beneficiary’s need for a distribution?

RESPONSE: Defendant objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. Subject to and without waiving the foregoing objections, currently, the Court would consider the factors set forth in the trusts.

18. Describe the steps you have taken to honor the provisions of Article X, Section B (1)(a)(i) of the Brunsting Family Trust?

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and misconstrues the provisions and effects of the trust instruments. Defendant further objects because it is unclear which “trust” the question is seeking information about because the question is not limited to a time period (*i.e.*, before Nelva’s death or after Nelva’s death) and is, therefore, vague. The referenced section was superseded by Nelva and therefore, is inapplicable.

19. Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

RESPONSE: After Nelva’s death, defendant began the process of collecting assets, informing trust beneficiaries, and working the attorneys specifically referenced in such section to implement the terms of the trust instruments. The trustees and their counsel provided trust documents and assets lists via email and/or mail in December 2011 and thereafter to beneficiaries. Candace then brought litigation.

20. A copy of the 8/25/2010 QBD was included in the October 23, 2010 email attachments. How did you come to be in possession of the 8/25/2010 QBD on October 23, 2010 when Nelva was the only then serving trustee?

RESPONSE: Nelva provided defendant such instrument.

21. What was your forthright explanation to Nelva regarding the changes that you planned for her to make to the trust and what were the exact changes that you intended to be made?²

RESPONSE: Defendant objects to this interrogatory, as it is misleading, capable of causing jury confusion, and is a compound question. Defendant never planned to make any changes to the trust for Carl. It was defendant's understanding that Nelva planned to make changes to the trust. There was a concern by Nelva, defendant, and defendant's siblings that Carl's future well-being may not be met by Drina, and that Drina may take steps to reach Carl's share of trust assets. Nelva never signed the changes into effect.

22. Where are the documents you referred to that you intended for Nelva to sign?³

RESPONSE: To defendant's knowledge they were never signed. Defendant does not know what happened to such documents.

23. What was the date of your prior inquiry and why was the inquiry made more than one year after you were noticed of the existence of those EE Bonds?

RESPONSE: Candace and Carl consistently and repeatedly accused Carol of stealing bonds that were alleged to be in the name of Nelva or Elmer. Defendant did not see a record of the bonds being in the name of the trusts. In late 2014, Carol informed defendant that she could request a record of the outstanding bonds, which was done in mid to late 2014.

24. What claim(s), if any, were you asking to be processed?

RESPONSE: None.

25. Did you subsequently submit the properly completed forms? If no, why not? If yes, what were the results and where are the transaction records?

² This is a question about a March 8, 2011 email from Anita.

³ This is a question about a March 8, 2011 email from Anita.

RESPONSE: No, because Candace would not agree to the disposition of the bonds and the legal fees to seek court approval to cash the bonds in light of Candace's failure to agree made the transaction cost prohibitive.

Defendant objects to the balance of the interrogatories as exceeding the limits of permissible discovery under the Texas Rules of Civil Procedure. Defendant further objects to the balance of the interrogatories because Candace has not paid Candace pay the additional costs incurred to respond to such requests before the Trustee is required to comply with such request.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary,

(a) The decedent's trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year. Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you been given regarding income taxes paid by the trusts, if any?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) When considering funding for Mother's day-to-day needs prior to the establishment of the Rights of Survivorship account in the name of Carole Brunsting and Nelva Brunsting, what criteria did you use when you liquidated assets in the Edward Jones account? Was avoidance of capital gains tax a factor? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

5. Trustee Manual: The Bates stamped documents included in Plaintiff's document production P6-P155, "MyTrustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

(a) Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

i. Which of the eight "Do's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Which of the eight "Do's" have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iii. Which of the nine "Do Not's" have you done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

iv. Which of the nine "Do Not's" have you not done?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

6. Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

7. Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

(a) Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the instruments.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

8. Please refer to the RESPONSE OF DEFENDANTS TO REPORT OF MASTER, filed

August 27, 2013, and answer the following:

Regarding trustee compensation,

(a) At the point in time when you paid your personal credit card debts from trust assets, were you aware that paying personal debt obligations directly out of trust accounts can be considered self-dealing or co-mingling, whether you were entitled to trustee compensation or not? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Appendix A, Section 1. states that Vacek & Freed determined the percentage amount of your fee to be 2% of the trust value of \$2,291,300, or \$45,826.00. What date was the fee calculation determined? What trust was the value based upon? What trust assets and their corresponding values were used in the calculation? Why was this calculated on an annual basis, rather than monthly or quarterly, since the value of the trust diminished every single month? What provision(s) in the trust set forth the standard for calculating this rate of compensation?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

9. Please refer to George Vie's July 15, 2013 letter to the Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, and the distribution you received in 2005 to pay off your house.

Your letter states that:

"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses." Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Amy and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

(a) Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of influence addressed to the Special Master.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in

the Texas Rules of Civil Procedure.

(b) Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) In general the July 15, 2013 letter to the Master attempts to provide excuses for the sudden acceleration of dissipation of mass quantities of trust assets while our Mother was still alive. These take-my-word-for it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity. What was the distribution standard applied to those transactions? What effect did these transactions have on the value of the trust assets, trust tax liabilities, and the personal tax liabilities of the recipients? What were the facts upon which discretion was exercised in each of these transactions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." It is presumed you knew of this fiscal incompetence before accepting the appointment to a fiduciary office. Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(f) In a letter dated May 22, 2012, Edward Jones states "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." It goes on to ask you to "Please review the enclosed pages, which list your account information. If the information is correct, you do not need to return this letter." This information contains the following:

Net Worth (must exclude value of primary residence): \$1,700,000

Annual Income: \$64,000

Prior Investment Experience: (4) Extensive Experience

Risk Profile: (3) Moderate

Current Occupation: Homemaker

Did you return the letter? If not, why not? When did you provide this information to Edward Jones originally?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

10. The following questions refer to information contained in the 2011 Form 1040 for Nelva E Brunsting, prepared by Kroese & Kroese P.C., signed by you as fiduciary "Under penalties of perjury".

(a) Line 15a IRA distributions = \$58,792 / 15b Taxable amount = \$58,792. On February 24, 2010, Mother executed a Change of Beneficiary Designations for IRA Account at Edward Jones, designating the five of us as "beneficiaries in equal shares". A previous List of Beneficiaries under Edward Jones letterhead, dated July 23, 2009, stated the same designation. On May 23, 2011, an electronic transfer was made from the IRA account number 609-91956-1-9, to the B of A account ending in 1143, in the amount of \$54,000.

i. Were you aware of Mother's beneficiary designation for her IRA? If yes, why did you fail to follow it? If no, how could you not be?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. Did you know this transaction would cause a tax liability for Mother?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) Schedule A Medical and Dental expenses are listed as \$118,893.

i. Many of the caregiver payments contained reimbursements for meals and incidental expenses purchased on behalf of our Mother. Were these reimbursements included in the caregiver costs? If so, what is the total for these reimbursements? Did the preparer know these reimbursements were included? If so, please provide support of the preparer's knowledge.

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

ii. IRS Publication 926 Household Employer's Tax Guide sets forth the rules for employment taxes. You were required to withhold and pay social security and Medicare taxes on the wages. As the employer you can choose to pay this yourself and not withhold it. Did you

withhold social security and Medicare from the caregivers paychecks? If no, why not? Did you pay 13.3% of gross wages on behalf of the caregivers to the IRS? If no, why not? Did you issue a W-2 to each caregiver? If no, why not?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) Did you seek the advice of a professional in connection with employing caregivers and related employment taxes? Did you seek the advice of a professional regarding what medical and dental expenses are deductible? If so, who did you consult with and what did they tell you?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

11. Numerous distributions have been made and some requests for distribution have been declined or opposed by you based upon your exercise of discretion.

(a) To what extent, if any, did Amy participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(b) To what extent, if any, did Carole participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(c) To what extent, if any, did Candace participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(d) To what extent, if any, did Carl participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

(e) To what extent, if any, did Candace Freed participate in your discretionary decisions?

RESPONSE: Defendants objects to this interrogatory as it exceeds the interrogatory limitations in the Texas Rules of Civil Procedure.

* * * * *

Exhibit 24

Candace email statutory demand for accounting

MIME-Version: 1.0

Content-Type: multipart/mixed; boundary="-----_Part_483675_1625879494.1443134736376"

On Monday, June 15, 2015 3:40 PM, Candace Curtis <occurtis@sbcglobal.net> wrote:

Anita and Amy have a fiduciary **obligation** to provide **ALL** of the beneficiaries with the same information regarding trust income and expenses, on a regular basis. **IT IS THEIR DUTY TO ACCOUNT**, and to keep us advised of our beneficial interests, yet they have failed to properly do so for more than 4 and a half years.

Judge Butts' September 4, 2014 order states that the trustees:

"- provide all parties with notice of their intent to pay all federal income taxes... within five business days of the receipt of the amount of taxes due along with all documentation received from the accountant of the amount of such taxes and provide all parties with copies of all tax returns to be filed... and all invoices from the accountant related to the preparation of federal and state income tax returns...; and provide all parties with copies of the checks paid within five business days of the date of payment and a copy of all executed documents filed with the checks;"

Your flagrant disrespect of the federal injunction, calling it questionable, and Anita's willful violation of the injunction is contemptible, to say the least.

None of the criteria of Judge Butts' order has been met.

Please provide the backup for the 2014 Decedent's Trust Form 1041. Line 14 - Attorney, accountant, and return preparer fees, in the amount of \$16,831, needs to be supported in more detail, as does the capital gain on line 4.

Please send copies of all bank and brokerage statements for 2014. It is possible these were forwarded earlier to prior counsel, but I don't have them.

The payment to Kroese & Kroese P.C. for the "farm lease" (BRUNSTING005519) was unauthorized and a violation of the injunction.

Amy and Anita's failure to negotiate the EE Bonds before they reached the point where they "may not be reissued or replaced" cannot be excused. The assertion that they did not know about them, when they themselves disclosed their existence in their April 9, 2013 CD, simply won't cut it. On August 13, 2013, in response to their objection to the Report of Master, at item 4, I identify the missing EE Bonds as known assets of the trust that the trustees did not account for. On September 3, 2013, at a hearing on the Report of Master, during Mr. West's testimony, he mentioned his curiosity as to the whereabouts of said bonds. A check with the Treasury Department website revealed how easy it is to have the bonds replaced or reissued when they have been lost, or stolen (as the case may be). One need only submit the documentation as listed on the attached letter I received from the Treasury Department, dated October 8, 2014. I do not possess this documentation, the trustees are supposed to have these instruments.

This failure equates to approximately \$6,500.00 in lost value of the trust assets. Whether it is irresponsible, reckless, careless, negligent, or intentional, is inconsequential in the face of the blatant refusal of the trustees to properly protect and account for these assets. It is not even a little amusing that three years after Anita allegedly became trustee, that she should claim

20-20566.2202

ignorance as to the trusts' ownership interest in those bonds or that after more than 2 years of attempting to get them to account for the bonds it is apparently the plaintiff's fault for not consenting to the trustees' cashing of bonds not even in their possession.

This electronic communication shall stand as a demand for a full, true, and complete accounting, certified as such, in conformance with the Texas Property Code and the common law.

It is also my final informal demand for the fiduciary disclosure, which the trustees full well know is the property of all five beneficiaries, and I do not have to pay them anything to meet their fiduciary obligations. Let's start with the July 1, 2008 appointment that you assert has already been disclosed.

Candace L. Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

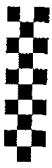
Attachments:

10082014 EE Bond Treasury Response Letter to candy.pdf

4.4 MB

Exhibit 25

Defendants 1st Amended Disc Responses



THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

To: Bobbie G. Bayless Fax: (713) 522-2218

Phone: _____

From: Cory S. Reed Phone: (713) 403-8213

Date: March 4, 2014 Time: _____

File No: 00520.415 User ID: REEDC

Re: Cause No. 2013-05455; Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al; In the 164th Judicial District Court of Harris County, Texas

There are 28 pages being sent, including this page.

If you are having difficulty receiving this document, please call:

Rosie Gonzalez at (713) 403-8396

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THOMPSON COE

Thompson, Coe, Cousins & Irons, L.L.P.
Attorneys and Counselors

Cory S. Reed
Direct Dial: (713) 403-8213
creed@thompsoncoe.com

Austin
Dallas
Houston
Los Angeles
Northern California
Saint Paul

March 4, 2014

VIA FACSIMILE

Bobbie G. Bayless
Bayless & Stokes
2931 Ferndale
Houston, Texas 77098

Re: No. 2013-05455; *Carl Henry Brunsting, et al v. Candace L. Kunz-Freed, et al*; In
the 164th Judicial District Court of Harris County, Texas.

Dear Ms. Bayless:

Enclosed, please find the following:

1. Defendants' First Amended Objections and Responses to Plaintiff's First Request for Production; and
2. Defendant Candace L. Kunz' First Amended Objections and Answers to Plaintiff's First Set of Interrogatories.

Sincerely,



Cory S. Reed

/rg
Enclosures

CAUSE NO. 2013-05455

CARL HENRY BRUNSTING,
INDEPENDENT EXECUTOR OF THE
ESTATES OF ELMER H. BRUNSTING
AND NELVA E. BRUNSTING,

Plaintiff,

v.

CANDACE L. KUNZ-FREED AND VACEK
& FREED, PLLC F/K/A THE VACEK LAW
FIRM, PLLC,

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

164TH JUDICIAL DISTRICT

**DEFENDANTS' FIRST AMENDED OBJECTIONS AND RESPONSES TO
PLAINTIFF'S FIRST REQUEST FOR PRODUCTION**

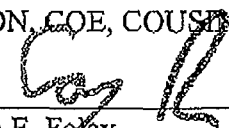
TO: **CARL HENRY BRUNSTING, INDEPENDENT EXECUTOR OF THE ESTATE
OF ELMER H. BRUNSTING AND NELVA E. BRUNSTING, Plaintiff, by and
through his attorney of record, Bobbie G. Bayless, Bayless & Stokes, 2931 Ferndale,
Houston, Texas 77098.**

Pursuant to Rule 196, TEXAS RULES OF CIVIL PROCEDURE, Defendants **CANDACE L.
KUNZ-FREED AND VACEK & FREED, PLLC F/K/A THE VACEK LAW FIRM, PLLC**
hereby submits their First Amended Objections and Responses to Plaintiff's First Request for
Production.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.

By: _____

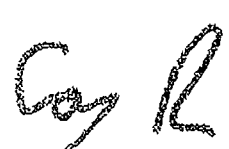

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**ATTORNEYS FOR DEFENDANTS,
 CANDACE L. KUNZ-FREED AND VACEK
 & FREED, PLLC F/K/A THE VACEK LAW
 FIRM, PLLC**

CERTIFICATE OF SERVICE

I hereby certify that pursuant to the Texas Rules of Civil Procedure, on this the 4th day of March, 2014, a true and correct copy of this document has been forwarded by certified mail, facsimile and/or e-filing to counsel:

Bobbie G. Bayless
 Bayless & Stokes
 2931 Femdale
 Houston, Texas 77098



 Cory S. Reed

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: All agreements with Elmer Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 2: All agreements with Nelva Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 3: All agreements with Anita Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 4: All agreements with Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 5: All agreements with Carole Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants object to

this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 6: All joint defense agreements with any party concerning the Brunsting Trust dispute.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 7: All invoices for services provided or expenses incurred on behalf of Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 8: All documents reflecting payments made on the invoices described in number 7 above.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 9: All invoices for services provided or expenses incurred on behalf of Anita and/or Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time.

Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 10: All documents reflecting payments made on the invoices described in number 9 above.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 11: All invoices for services provided or expenses incurred on behalf of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 12: All documents reflecting payments made on the invoices described in number 11 above.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 13: All correspondence, including emails, with Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 14: All correspondence, including emails, with Anita Brunsting prior to the establishment, if any, of an attorney client relationship with her.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 15: All correspondence, including emails, with Amy Brunsting prior to the establishment, if any, of an attorney client relationship with her.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 16: All correspondence, including emails, with Carole Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 17: All correspondence, including emails, with Carl and/or Drina Brunsting.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 18: All correspondence, including emails, with Carl Brunsting's daughter, Marta.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 19: All correspondence, including emails, with any third parties, other than your attorney, about Nelva Brunsting, any other member of the Brunsting family, and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 20: All drafts of documents prepared by Vacek & Freed for Nelva Brunsting's signature.

RESPONSE: Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 21: Originals of all documents signed by Nelva, Elmer, Anita, Amy, Candy, Carole, or Carl Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 22: Originals of all documents notarized by Candace Freed involving Elmer, Nelva, Anita, Amy, Candy, Carole, or Carl Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 23: Originals of all documents notarized or witnessed by anyone at Vacek & Freed, PLLC other than Candace Freed which involve Elmer, Nelva, Anita, Amy, Candy, Carole, or Carl Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced. The originals will be made available at the offices of Defendants' counsel at a reasonable and mutually agreeable date and time.

REQUEST FOR PRODUCTION NO. 24: All opinion letters or reports provided concerning Elmer, Nelva, Amy, Anita, Candy, Carole, or Carl Brunsting or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 25: All opinion letters or reports sought or received from any third parties concerning Elmer, Nelva, Amy, Anita, Candy, Carole, or Carl Brunsting or any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 26: All joint representation or conflict of interest disclosures provided to Elmer, Nelva, Anita and/or Amy Brunsting.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause,

is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 27: All documents establishing your attorney/client relationship with Elmer and/or Nelva.

RESPONSE: Defendants object that this request is vague, ambiguous, and overbroad. Defendants further object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 28: All documents terminating your attorney/client relationship with Nelva.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 29: All documents establishing your attorney/client relationship with Anita, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 30: All documents terminating your attorney/client relationship with Anita, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause,

is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 31: All documents terminating your attorney/client relationship with Amy, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 32: All documents establishing your attorney/client relationship with Amy, either individually or as trustee of any of the Brunsting Trusts.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 33: All documents relating to any referrals of Anita and/or Amy, either individually or as trustees of any of the Brunsting Trusts, to other attorneys.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request because it is not limited in time. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

REQUEST FOR PRODUCTION NO. 34: All cell phone and/or long distance records and logs reflecting telephone calls with Anita, Amy, and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 35: All long distance records and logs reflecting faxes to Anita, Amy, and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 36: All logs reflecting faxes from Anita, Amy and/or Candy from July 1, 2010 to the present.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 37: All cell phone records reflecting calls with Nelva from July 1, 2010 to the present.

RESPONSE: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 38: All records reflecting 'faxes to or from Nelva from July 1, 2010 to the present.

RESPONSE: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 39: All cell phone records reflecting calls with Carl and/or Drina Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 40: All records reflecting faxes to or from Carl and/or Drina Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 41: All cell phone records reflecting calls with Carole Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 42: All records reflecting faxes to or from Carole Brunsting from July 1, 2010 to the present.

RESPONSE: Defendants object to this request because it assumes facts not in evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 43: All investigators' reports relating to the Brunsting family and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 44: All tape recordings and/or video recordings involving any Brunsting family member and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 45: All photographs involving any Brunsting family member and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants object to this request because it seeks information that is not relevant or reasonably calculated to lead to the discovery of relevant evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants object to this request because it assumes facts not in evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 46: All materials provided to Elmer and/or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, harassing, and fails to specify those documents sought with reasonable particularity. Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, and is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it documents that are equally available to Plaintiff.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants could not possibly recall every material ever provided to Elmer and/or Nelva

Brunsting. Please see the responsive documents previously produced which Defendants specifically recall providing to them.

REQUEST FOR PRODUCTION NO. 47: All communications to beneficiaries of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 48: All calendars reflecting legal work and/or meetings or telephone conferences with any member of the Brunsting family or with any third parties concerning Brunsting family issues and/or any of the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is not limited in time. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 49: All source documents used to prepare any accountings relating to assets owned by Elmer Brunsting, Nelva Brunsting and/or any of the Brunsting Trusts.

RESPONSE: Please see the responsive documents previously produced.

REQUEST FOR PRODUCTION NO. 50: All speeches, outlines and/or materials distributed at presentations made by Vacek & Freed attorneys or employees which were attended by Elmer or Nelva Brunsting.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, harassing, and fails to specify those documents sought with reasonable particularity. Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, and is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it is not limited in time.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants do not recall which presentations were attended by Elmer and/or Nelva Brunsting.

REQUEST FOR PRODUCTION NO. 51: All speeches, outlines and/or materials distributed at presentations made by Vacek & Freed attorneys or employees since January 1, 2008.

RESPONSE: Defendants object to the request as it is overly broad, calls for material wholly irrelevant to this cause, does not state with reasonable particularity what is being called for, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants will supplement related speeches, outlines and/or materials distributed at presentations in accordance with the Texas Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 52: All pleadings from any cases in which you have been named as a party since January 1, 2008, other than those relating to the Brunsting Trusts.

RESPONSE: Defendants object to this request because it is overly broad, unduly burdensome, and harassing. Defendants also object to this request because it seeks information that is not reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent it seeks public information that is equally available to Plaintiff.

REQUEST FOR PRODUCTION NO. 53: All expert designations identifying attorneys at Vacek & Freed as experts in any cases since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 54: All opinions or expert reports concerning fiduciary or trust issues prepared by any attorney with Vacek & Freed since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 55: All designations of experts, reports prepared by experts, and depositions of experts in cases in which you have been named as a party since January 1, 2008.

RESPONSE: Defendants object that this request is vague, ambiguous, overbroad, and harassing. Defendants object to the request as it calls for material wholly irrelevant to this cause, is a mere fishing expedition and is not reasonably calculated to lead to the discovery of admissible evidence. Defendants object to this request because it assumes facts not in evidence. Defendants further object to this request to the extent it seeks information protected by the attorney-client privilege. Defendants object to this request to the extent it seeks confidential and private information of person(s) who are not parties to this lawsuit. Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories, and thereby invades the work product privilege.

Subject to and without waiving the foregoing objects, Defendants respond as follows: Defendants have no documents responsive to this request at this time.

REQUEST FOR PRODUCTION NO. 56: All exhibits you plan to offer in the trial of this case.

RESPONSE: Defendants object to this request on the grounds that it is overbroad, exceeds the scope of permissible discovery, and requires Defendants to marshal their evidence. TEX. R. CIV. P. 192.5(c)(2). Defendants further object to this request because it seeks, on its face, the mental impressions, opinions, and legal theories of Defendants' counsel, and thereby invades the work product privilege.

Subject to the foregoing objection and without waiving the same, Defendants respond as follows: Defendants will timely supplement such documents in accordance with the Texas Rules of Civil Procedure, if necessary.

CAUSE NO. 2013-05455

CARL HENRY BRUNSTING,
INDEPENDENT EXECUTOR OF THE
ESTATES OF ELMER H. BRUNSTING
AND NELVA E. BRUNSTING,

Plaintiff,

V.

CANDACE L. KUNZ-FREED AND VACEK
& FREED, PLLC F/K/A THE VACEK LAW
FIRM, PLLC,

Defendants.

§ IN THE DISTRICT COURT OF

§ HARRIS COUNTY, TEXAS

§ 164TH JUDICIAL DISTRICT

**DEFENDANT CANDACE L. KUNZ' FIRST AMENDED OBJECTIONS AND
ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES**

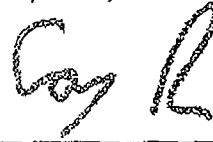
TO: **CARL HENRY BRUNSTING, INDEPENDENT EXECUTOR OF THE ESTATE
OF ELMER H. BRUNSTING AND NELVA E. BRUNSTING**, Plaintiff, by and
through his attorney of record, **Bobbie G. Bayless, Bayless & Stokes**, 2931 Ferndale,
Houston, Texas 77098.

Pursuant to Rule 197, TEXAS RULES OF CIVIL PROCEDURE, Defendants **CANDACE L.**

KUNZ hereby submits her First Amended Objections and Answers to Plaintiffs' First Set of
Interrogatories.

Respectfully submitted,

THOMPSON, COE, COUSINS & IRONS, L.L.P.



By:

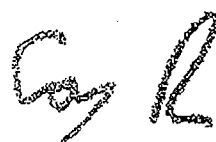
Zandra E. Foley
 State Bar No. 24032085
 Cory S. Reed
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 One Riverway, Suite 1600
 Houston, Texas 77056
 Telephone: (713) 403-8200
 Telecopy: (713) 403-8299
 E-Mail: zfoley@thompsoncoe.com
 E-Mail: creed@thompsoncoe.com

**ATTORNEYS FOR DEFENDANTS,
 CANDACE L. KUNZ-FREED AND VACEK
 & FREED, PLLC F/K/A THE VACEK LAW
 FIRM, PLLC**

CERTIFICATE OF SERVICE

I hereby certify that pursuant to the Texas Rules of Civil Procedure, on this the 4th day of March, 2014, a true and correct copy of this document has been forwarded by certified mail, facsimile and/or e-filing to counsel:

Bobbie G. Bayless
 Bayless & Stokes
 2931 Ferndale
 Houston, Texas 77098



Cory S. Reed

INTERROGATORIES

INTERROGATORY NO. 1: Provide any cell phone numbers you have had since July 1, 2010 and identify the company providing cell phone service for each such number.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 my cell phone number has been (281) 217-0013.

INTERROGATORY NO. 2: Identify the company providing your long distance service both at work and at home since July 1, 2010.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 the provider of my long distance service at home has been AT&T and at the office has been Cbeyond, Inc.

INTERROGATORY NO. 3: Provide all email addresses you have had since July 1, 2010 and identify the internet service provider for all such addresses.

ANSWER: Defendant further objects to the request on the grounds of undue burden, harassment, irrelevancy, and violation of confidentiality and rights of privacy of Defendant and it is not reasonably calculated to lead to the discovery of admissible evidence. Further, it constitutes an unfair prejudicial invasion of Defendant's proprietary interest, personal, constitutional, and property rights absent probative value to the issues of this case. The unfairness far outweighs any probative value.

Subject to the foregoing objection and without waiving the same, Defendant answers as follows: Since July 1, 2010 I have used Candace@vacek.com and freedcandace@sbcglobal.net.

INTERROGATORY NO. 4: If you contend Nelva Brunsting had capacity at each time after July 1, 2010 when she signed documents prepared by Vacek & Freed, state all actions you took to insure her capacity.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal its evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Nelva Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested.

INTERROGATORY NO. 5: If you contend Nelva Brunsting lost capacity at some point after July 1, 2010, state when that occurred, how it was determined she lacked capacity, what documents it prevented her from signing, and all facts indicating her lack of capacity at that point.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: At no time before or after July 1, 2010 have I ever stated that Ms. Brunsting lost capacity.

INTERROGATORY NO. 6: Please indicate all steps taken to ensure that Nelva Brunsting was not unduly influenced by other parties in connection with documents prepared by Vacek & Freed after Elmer Brunsting's death.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested. I do not think/believe Ms. Brunsting was influenced by other parties, because at no time were any material changes made in the disposition of her estate plan with respect to the beneficiaries.

INTERROGATORY NO. 7: Describe all steps taken after July 1, 2010 to ensure that the beneficiaries of the Brunsting Trusts were treated impartially.

ANSWER: Defendant objects that this interrogatory is vague, ambiguous, overbroad, unduly burdensome, and fails to specify the information sought with reasonable particularity. Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: Ms. Brunsting had a general power of appointment over the Survivor's Trust assets and a Limited Power of Appointment over the Decedent's Trust assets among the joint descendants of Elmer and Nelva. These power of appointments allowed her to include or exclude descendants of both Nelva and Elmer Brunsting from the assets. No notice is required to be given if she had exercised these limited and general powers of appointment. Notwithstanding, at one point in time, Ms. Brunsting requested that I draft documents removing one of her grandchildren as a remainder beneficiary. After further discussion, Ms. Brunsting decided not to sign the power of appointment.

INTERROGATORY NO. 8: Describe all steps taken to ensure that the beneficiaries of the Brunsting Trusts were properly informed concerning the terms and activities of the Brunsting Trusts after Elmer Brunsting died.

ANSWER: Defendant objects that this interrogatory is vague, ambiguous, overbroad, unduly burdensome, and fails to specify the information sought with reasonable particularity. Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: Ms. Brunsting had a general power of appointment over the Survivor's Trust assets and a Limited Power of Appointment over the Decedent's Trust assets. These powers of appointments allowed her to include or exclude descendants of both Nelva and Elmer Brunsting from the assets. No notice was required to be given if she had exercised these powers of appointment. Ms. Brunsting was the primary beneficiary of both the Decedent's Trust and the Survivor's Trust until her passing. Upon her death, I provided the Successor Trustees with a document titled "I'm a Trustee Now What." This document provided the Successor Trustees with information related to their fiduciary duties as an acting trustee and accounting requirements. It would be the Successor Trustee(s) responsibility to keep the beneficiaries informed of the terms and activities of the Trust according to the terms of the Trust.

INTERROGATORY NO. 9: Describe all steps taken to ensure that Nelva Brunsting's interests were protected both before and after she resigned as trustee.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: As I do for all of my clients, I met with Ms. Brunsting in-person and discussed all of the documents prior to her signing them. Before she actually signed any of the documents I ensured they were properly drafted as she requested. Specifically, I explained to Ms. Brunsting the effect of the resignation and that the resignation was revocable and could be reversed if she later desired. Also, as a matter of course, trustees are advised of their fiduciary duty to the beneficar(ies) and their duty to account for trust assets. Trustees are advised to be familiar with and defer to the trust documents.

INTERROGATORY NO. 10: Describe all steps taken to ensure that the assets of the Brunsting Trusts were preserved after July 1, 2010.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I did not take any steps to preserve the Trust assets. It is one of the duties of the Trustee(s) to preserve the assets of the trust.

INTERROGATORY NO. 11: Describe all steps taken to determine the nature and values of the assets owned by Elmer Brunsting, Nelva Brunsting, or by any of the Brunsting Trusts at the time of Elmer Brunsting's death and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: After the death of a Grantor, the remaining trustee or successor trustee may engage my firm to assist in the identification of assets, titling, and if recommended or desired, implement tax planning and file federal estate tax return, if necessary. In this case, Ms. Brunsting did retain our firm to advise on the administration of the Trust and to implement the tax planning, including the funding of a credit shelter trust. In fact, I met with Ms. Brunsting a minimum of three times to discuss the value and existence of assets. Date of death values are/were obtained from brokers, appraisers, tax preparers, and banks, as well as the internet, evaluation programs and monthly account statements provided by Ms. Brunsting herself. These values are/were used to determine proper allocation among trusts and then are divided according to the terms of the trust agreement, State law and Trustee discretion. In this case, asset information was obtained from the following persons or companies:

Rich Ridders
Bennie K. Jans, Broker at Jans Real Estate
Darlene at Edward Jones
Nelva Brunsting
Harris County Appraisal District
Anita Brunsting
Kelley Blue Book
John Hancock: Donna Vickers
Securian: Erin Nuccum
BNY Mellon
Computershare
Metlife: Clare Cook, Douglas Uhling
Ohio State Life Insurance Co
ChaseMellon Shareholder Services
Bank of America
BlueBonnett Credit Union

INTERROGATORY NO. 12: Describe all steps taken to determine the nature and values of the assets owned by the Brunsting Trusts at the time of Nelva Brunsting's resignation as trustee and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I did not take any steps to determine the nature and value of the assets owned by the Trusts at the time of Ms. Brunsting's resignation as trustee, and I was requested or engaged to do so. One of the duties of the Successor Trustee would have been to determine the Trusts assets.

INTERROGATORY NO. 13: Describe all steps taken to determine the nature and values of the assets owned by Elmer Brunsting's estate, Nelva Brunsting, or by any of the Brunsting Trusts at the time of Nelva Brunsting's death, and identify every person providing information concerning the value and existence of assets.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks to limit future deposition and/or trial testimony by requesting Defendant to answer this question without any limitation when the information would be better elicited through deposition and/or trial testimony. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: After the death of a Grantor, the remaining trustee or successor trustee may engage my firm to assist in the identification of assets, titling, and if recommended or desired, implement tax planning and file federal estate tax return, if necessary. Date of death values are obtained from brokers, appraisers, tax preparers, and banks, as well as the internet, evaluation programs and monthly account statements. These values are used to determine proper allocation among trusts and then are to be divided according to the terms of the trust agreement. In this case, asset information was obtained from the following persons or companies:

Anita Brunsting
Amy Brunsting
Carol Brunsting
Candace Curtis
Bank of America Statements
Houston Association of Realtors
Harris County Appraisal District
BNY Mellon
Bluebonnet Credit union
Internal Revenue Services
Lincoln Financial Group
Edward Jones
Doug Williams
Kally Mouw, Certified Appraiser

INTERROGATORY NO. 14: Specify the dates and locations of all meetings any representative of Vacek & Freed had with Nelva Brunsting after July 1, 2010 and identify all parties attending such meetings.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: I met with Ms. Brunsting in her residence on December 21, 2010. At this time I cannot recall everyone present, but believe remember Anita Brunsting, Amy Brunsting, and Carole Brunsting, along with a caregiver to have been present.

INTERROGATORY NO. 15: Specify the date of every telephone conference any representative of Vacek & Freed had with Nelva Brunsting after July 1, 2010 and identify any other parties participating in each telephone conference.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Ms. Brunsting and a representative of Vacek & Freed after July 1, 2010:

October 7, 2010 (am) – Candace Kunz-Freed and Nelva Brunsting. Carol Brunsting was on the telephone for part of the conversation.

October 7, 2010 (pm) – Candace Kunz-Freed and Nelva Brunsting.

October 11, 2010 – Summer Peoples and Nelva Brunsting.

October 11, 2010 – Candace Kunz-Freed, Susan Vacek, and Nelva Brunsting.

October 14, 2010 – Summer Peoples and Nelva Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

INTERROGATORY NO. 16: Specify the date of every telephone conference any representative of Vacek & Freed had with Anita Brunsting after July 1, 2010 and identify any other parties participating in each telephone conference.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Anita Brunsting and a representative of Vacek & Freed after July 1, 2010 and up to the time Nelva resigned:

July 20, 2010 – Candace Kunz-Freed and Anita Brunsting.

October 6, 2010 – Candace Kuntz-Freed and Anita Brunsting.

October 11, 2010 – Summer Peoples and Anita Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

INTERROGATORY NO. 17: Specify the date of every telephone conference any representative of Vacek & Freed had with Amy Brunsting after July 1, 2010 and identify any other party participating in the call.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence. Defendant further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Amy Brunsting and a representative of Vacek & Freed after July 1, 2010 and up to the time Nelva resigned:

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned..

INTERROGATORY NO. 18: Specify the date of every telephone conference any representative of Vacek & Freed had with Carole Brunsting after July 1, 2010 until the present and identify any other party participating in the call.

ANSWER: Defendant objects to this interrogatory because it assumes facts not in evidence. Moreover, Defendant objects to this interrogatory for the reason it requires Defendant to marshal her evidence.

Subject to and without waiving the foregoing objects, Defendant answers as follows: The following conference calls were conducted between Amy Brunsting and a representative of Vacek & Freed after July 1, 2010:

October 7, 2010 (am) – Candace Kunz-Freed and Nelva Brunsting. Carol Brunsting was on the telephone for part of the conversation.

October 13, 2010 – Candace Kuntz-Freed and Carol Brunsting.

October 25, 2010 – Candace Kunz-Freed, Carol Brunsting, Anita Brunsting, Amy Brunsting, and Candace Curtis.

It is possible there more telephone calls, but these are all of the conference calls that I can recall based on my notes up to the time Nelva resigned.

EXHIBIT 15

Subject: Hearing Date Request
From: Candace Curtis (occurtis@sbcglobal.net)
To: clarinda.comstock@prob.hctx.net;
Date: Tuesday, February 9, 2016 6:26 PM

Dear Judge Comstock:

The motion I filed today asks that Judge Butts order the transfer of the related District Court case to Probate Court #4. Hearing on the transfer motion should not be necessary. However, at this time I would respectfully request a hearing date for the following dispositive motions and any other dispositive motions the Court deems appropriate to resolve at the hearing:

1. Plaintiff Curtis' Answer with Motion and Demand to Produce Evidence (PBT-2015-227757)
2. Plaintiff Curtis' Verified Motion for Partial Summary Judgment and Petitions for Declaratory Judgment (PBT-2016-26242)

Respectfully submitted,

Candace L. Curtis
Plaintiff pro se
Beneficiary of the Brunsting family of trusts
Heir to Nelva E. Brunsting
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

EXHIBIT 16

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REPORTER'S RECORD

VOLUME 1 OF 1

COURT CAUSE NO. 412.249-401

APPELLATE NO. _____

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

* * * * *

MOTION TO TRANSFER

STATUS CONFERENCE

MOTION FOR CONTINUANCE

* * * * *

On the 9th day of March, 2016, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable Clarinda Comstock Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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A-P-P-E-A-R-A-N-C-E-S:

Mr. Neal Spielman
Griffin & Matthews
Attorney at Law
SBN 00794678
1155 Dairy Ashford
Suite 300
Houston, Texas 77079
281.870.1124

Ms. Candace L. Curtis
218 Landana Street
American Canyon, California
94503
925.759.9020

ATTORNEY FOR:
AMY RUTH BRUNSTING

MOVANT, PRO SE

Ms. Bobbie G. Bayless
Bayless & Stokes
Attorney at Law
SBN 01940600
2931 Ferndale
Houston, Texas 77098
713.522.2224

Ms. Carole Ann Brunsting

ATTORNEY FOR PLAINTIFF,
CARL H. BRUNSTING

RESPONDENT, PRO SE

Mr. Stephen A. Mendel
The Mendel Law Firm, L.P.
Attorney at Law
SBN 13930650
1155 Dairy Ashford
Suite 104
Houston, Texas 77079
281.759.3213

Mr. Cory S. Reed
Thompson, Coe, Cousins &
Irons, L.L.P.
Attorney at Law
SBN 24076640
One Riverway; Suite 1400
Houston, Texas 77056
713.403.8210

ATTORNEY FOR
ANITA K. BRUNSTING

ATTORNEY FOR VACEK & FREED
CANDACE L. KUNZ-FREED

ALSO PRESENT:

Mr. Gregory Lester
955 N. Dairy Ashford
#220
Houston, Texas 77079
281.597.300

FORMER TEMPORARY ADMINSTRATOR

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VOLUME 1
(MOTION TO TRANSFER/STATUS CONFERENCE/
MOTION FOR CONTINUANCE)

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1 March 9, 2016

2 PROCEEDINGS

3 THE COURT: Okay. So, calling Cause
4 Number 412.249 in the 409, Nelva E. Brunsting, Deceased.

5 We have several matters to address in this
6 file today.

7 We were asked to consider a motion to
8 transfer consolidate -- motion to transfer cause in
9 district court to Probate Court 4 which is what was
10 originally set in this case. I now have a motion for
11 continuance in that matter or for continuance of that
12 motion.

13 Zandra Foley, the attorney representing
14 Candace Kunz-Freed and Vacek & Freed; is anyone here
15 from that firm today?

16 MR. REED: I am, Your Honor. Cory Reed
17 for Thompson, Coe.

18 THE COURT: Thank you. I'm sorry, tell me
19 your name again.

20 MR. REED: Cory Reed.

21 THE COURT: How do you spell your last
22 name?

23 MR. REED: Reed, R-E-E-D.

24 THE COURT: Say it again.

25 MR. REED: R-E-E-D.

1 THE COURT: Thank you. You speak very
2 quickly.

3 Okay. Why don't we start with
4 announcements. We've heard from Mr. Reed, could we
5 start with you, Mr. Spielman.

6 MR. SPIELMAN: Yes, Judge. Neal Spielman
7 representing Amy Brunsting.

8 MR. MENDEL: Steve Mendel representing
9 Anita Brunsting.

10 MS. BRUNSTING: And I'm Carole Brunsting,
11 and I'm now pro se. Darlene Payne Smith was my attorney
12 but now I'm pro se.

13 THE COURT: Thank you.

14 MR. LESTER: I'm Greg Lester. I was
15 temporary administrator and now I'm, I'm observer, I
16 guess, participant.

17 THE COURT: Thank you.

18 MS. CURTIS: Candace Curtis, pro se.

19 MS. BAYLESS: Bobbie Bayless on behalf of
20 Drina Brunsting as Attorney In Fact for Carl Brunsting.

21 THE COURT: Thank you.

22 Is anyone here inclined to stand up and
23 begin this proceeding or should I?
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MOTION TO TRANSFER

ARGUMENT BY MS. CURTIS:

MS. CURTIS: Okay. So, I guess the first thing that we're talking about is my motion to transfer the district court case into Probate Court Number 4.

And there's been a response with an objection saying that they are not the same questions in both courts; and so basically, all equitable claims related to the estates of our parents belong in this court. All equitable remedy belongs before this Court.

The causes of action in Curtis v. Brunsting are equitable. They are not legal causes of action. In other words, they do not sound in tort or contract actions in law. That distinction must be maintained --

THE COURT: Ms. -- I don't mean to -- I'm sorry. I feel a little pressured for time because I'm running so far behind today --

MS. CURTIS: This is real short.

THE COURT: Okay.

MS. CURTIS: So, Ms. Foley refers to the district court action as a legal malpractice action, but legal malpractice shows up in the district court case as many times as to actual theories pending in the district court case, appear in her objection. She refers to the

1 district court case as a legal malpractice action 42
2 times in her response. But the complaint in the
3 district court never mentions "malpractice." So, the
4 causes of action are the same in the district court as
5 they are here with the exception of the Deceptive Trade
6 Act. And there is a negligence, and those causes appear
7 zero times in Ms. Foley's objection.

8 So, I just -- I don't think that there is
9 representation in the district court for any of the
10 matters in this court. And so, they need to come over
11 here so that we can discuss all of the things that are
12 the same in both cases and decide the facts. And they
13 want to go back and deal with malpractice in the
14 district court - that's fine.

15 THE COURT: Okay. Would you like to
16 respond?

17 MR. REED: I'll let you finish and see if
18 I still need to say anything.

19 THE COURT: I'm disinclined because the
20 motion for continuance was filed. I'm, I guess, I'm
21 disinclined to make a ruling on that motion today; but I
22 have to say that it seems to me like all of these --
23 like you're correct - that these matters would best be
24 handled in the probate court.

25 I'm hesitant because it seems to me that

1 if everyone were in one venue, that it would be easier
2 to come to some sort of resolution in this case. And I
3 think that this case is begging for some kind of
4 resolution, perhaps, outside of a ruling by one of the
5 courts that's involved.

6 Having said that, I didn't want to waste
7 your time, Ms. Curtis; I know that you've come from
8 California, and I wanted to give you all the opportunity
9 you needed to voice your concerns on that issue, and I
10 want to go forward with the status conference today and
11 get as much accomplished as we can.

12 I'm happy to hear the motion for
13 continuance. I'm happy to continue the motion to
14 transfer until a later date so that we could hear from
15 your firm. I don't know whether you or Ms. Foley is the
16 more appropriate person to respond to that motion. I
17 was hopeful that we might be able to get a response from
18 you today about the substance; are you still wanting to
19 continue that?

20 MOTION FOR CONTINUANCE

21 ARGUMENT BY MR. REED:

22 MR. REED: Yes, Your Honor, our client
23 would prefer Ms. Foley to argue it so we would continue
24 our -- or seek to continue today's hearing. I mean, if
25 you have any specific questions -- I mean, one of your

1 concerns seems to be that it makes more sense to have
2 everyone here for resolution like it's not even adding
3 this -- the malpractice case is not going to help this
4 case get resolved at all. It is going to take a ruling
5 from the district court or this case to resolve this
6 matter.

7 Having monitored this case for the past
8 two years, it's going to take a ruling from the Court to
9 resolve the case. So, I just, you know, would implore
10 the Court not to bring over the malpractice case, let us
11 get a ruling in that court, be done with that case, and
12 you guys continue on with what's going on here.

13 THE COURT: Well I'm interested to hear
14 from you or from Ms. Foley about you think those issues
15 are better addressed in the district court than in the
16 probate court where, you know, so much -- such similar
17 issues are pending.

18 MR. REED: And I guess that's where we
19 disagree on the "similar issues are pending."

20 In our mind, the only thing that's at
21 issue is whether our -- the firm drafted the documents
22 as requested by Ms. Brunsting. So, all these issues,
23 whether she had capacity at the time, whether there was
24 conspiracies or what not, that has no bearing, really,
25 on the ultimate outcome of the malpractice case. The

1 only determination that would be made in our case is, is
2 whether the lawyers acted like a reasonable lawyer
3 should or would have done under similar circumstances.

4 THE COURT: Is that the meat of your
5 summary judgment over in the district court is whether
6 your client drafted the documents as requested?

7 MR. REED: The meat of our no-evidence
8 motion is you have no evidence of any of the claims that
9 have been brought against us. So and the point being
10 there, at the time Carl Brunsting was the executor, he
11 made, you know, a 30-page-plus of claims, took his
12 deposition, had no facts to support any of it. I don't
13 think anyone else in this room could step into that
14 chair and have facts that could support the conduct they
15 made in the malpractice case.

16 So, again, just bringing us over here is
17 just going to delay us, and it's definitely not going to
18 help resolve the malpractice claims.

19 THE COURT: Okay. Ms. Curtis?

20 MS. CURTIS: Can somebody explain to me
21 how the claims in district court are malpractice claims?
22 That's what I just can't see. They don't say,
23 "malpractice." The only thing that could possibly be
24 malpractice is maybe negligence, but never once is
25 "malpractice" stated in the claims. Never.

1 THE COURT: There are lots of ways of
2 drafting things, and I'm not familiar with the pleadings
3 over in the district court to that extent; so, I'm
4 not -- I'm really not the appropriate person to respond
5 to that for you. There are a lot of lawyers, although
6 they seem to be dropping, there are a lot of lawyers
7 still involved in this case who might be able to better
8 address that for you.

9 I would like to hear from everyone. Now
10 that Mr. Lester has provided his report to the Court, I
11 would like to hear from everyone about where you think
12 we stand and how you feel this case ought to progress.
13 Does somebody want to volunteer to go first?

14 STATUS CONFERENCE

15 ARGUMENT BY MR. MENDEL:

16 MR. MENDEL: We'd like you to order these
17 parties to mediation, designate who the mediator is,
18 give us a time frame to get it done. That was
19 recommended in a report, and I think that would be an
20 effective use of the parties' time.

21 THE COURT: Okay. Ms. Curtis, do you have
22 a response to that?

23 MS. CURTIS: We've been to mediation
24 already in this case. It was shortly after my case was
25 remanded to the probate court --

1 THE COURT: Who was the mediator on that?

2 MS. BAYLESS: Bill Miller.

3 THE COURT: Sorry?

4 MS. BAYLESS: Bill Miller.

5 MS. CURTIS: And nothing was resolved.

6 And I'm not going to go to mediation again because we've
7 already been there once. The only issue that really was
8 discussed were how the attorneys were going to get paid,
9 and that doesn't matter to me.

10 I want my summary judgment motions heard,
11 and if we can do that without bringing the district
12 court case over here, then we should go ahead and do it.
13 But that's my purpose for coming here today - is to get
14 the summary judgment motions set for hearing. And I'm
15 not going to go to mediation, again, because there is no
16 point.

17 MR. SPIELMAN: Judge -- were you going to
18 say something?

19 THE COURT: Please proceed.

20 STATUS CONFERENCE

21 ARGUMENT BY MR. SPIELMAN:

22 MR. SPIELMAN: We all, collectively, the
23 parties and their counsel at the time, we all agreed to
24 Mr. Lester taking the role that he was taking. And Ms.
25 Curtis, herself, I believe, on the record, spoke of

1 having done her due diligence into every person that was
2 suggested by any attorney that was in this room to serve
3 in Mr. Lester's role, and it was Ms. Curtis' opinion
4 that only Mr. Lester can serve in that role.

5 We all, as attorneys or as pro se parties,
6 agreed that what the function that was designated to Mr.
7 Lester was important, was necessary, and that we were
8 going to live by and abide by the report that he wrote.

9 The problem that I see right now, and one
10 of the reasons I suspect why Mr. Mendel suggested that
11 we go to mediation is in deference to and with respect
12 for what Mr. Lester said in his report and what he seems
13 to be trying to suggest to the parties as to what the
14 future of this lawsuit might hold.

15 I think that what we're seeing now is an
16 effort to backtrack from the direction that Mr. Lester
17 tried to set us on and some of the conclusions or
18 recommendations that he made as to what some of these
19 claims, particularly the ones that Ms. Curtis is
20 attempting to bring forward in summary judgment, are
21 going to actually look like.

22 I think the effort to backtrack from what
23 Mr. Lester was instructed to do/ordered to do and what
24 he did, in retrospect, you have to wonder what was the
25 point of even having done that if the parties, or a

1 party, is now going to try to back away from the impact
2 of what that was done?

3 One of the reasons we thought that
4 mediation, like Mr. Lester suggested that mediation
5 might work, is that the right mediator, he talked to --
6 talked about the idea of using a former judge - I think
7 we talked about that in the courtroom last time - that
8 the right mediator might help to explain, to educate, to
9 unentrench anybody - whether that be me, whether that
10 be Mr. Mendel, whether that be Ms. Bayless, whether that
11 be Ms. Brunsting, Ms. Curtis, whomever. I think Mr.
12 Lester saw the wisdom in mediation. I think we see the
13 wisdom in mediation. But the consternation or the
14 concern at this point, again, is this issue that Ms.
15 Curtis seems to be unwilling to appreciate, adapt,
16 recognize, embrace what Mr. Lester concluded or
17 recommended in his report; and if that's the case, then
18 I wonder if, if spending the money that it takes to go
19 to mediation makes sense.

20 Frankly, Judge, the most interesting thing
21 that I heard Ms. Curtis say was on the issue of
22 attorneys fees and that that doesn't matter to her; and
23 that is exactly part of the point. I think you were in
24 the courtroom, Judge, the last time when Carole
25 Brunsting made a very impassioned plea or explanation to

1 the Court about how Ms. Curtis' pro se status and her,
2 her need to be a lawyer and her failure to appreciate
3 what it costs, what the costs of this lawsuit are, is
4 never going to lead to this being resolved. I may have
5 lost my train of thought there for a second.

6 But the point here, Judge, is there seems
7 to be no accountability on Ms. Curtis' behalf for the
8 amount of money that is being spent in this case.
9 Parties have, in the past, suggested, oh, let's not
10 worry about the attorneys fees because that will all
11 even out at the end of the story when everybody decides
12 to divide by five, the corpus of the trust, and the
13 winning parties or the prevailing parties can --
14 everything can be adjusted through the division of that
15 estate.

16 But, Your Honor, if you look at what Mr.
17 Lester recommended/suggested/reported in his report,
18 there's now the very real possibility that there isn't
19 going to be a divide-by-five scenario because of the
20 no-contest clauses that are recognized as being properly
21 drawn by the Vacek & Freed Law Firm. And if that
22 happens, Judge, then the trust is now spending its own
23 money from those people, whether it be three or four,
24 that are still going to get a portion of the estate, a
25 portion of the trust proceeds when this is all said and

1 done.

2 I'm rambling just a bit only because it's
3 such a circular discussion - is how do we get this case
4 finished, given, given the backtracking from everybody's
5 willingness to vest Mr. Lester with the authority to
6 proceed, and now the one person who doesn't like what he
7 said, after she filed motions for summary judgment that
8 are direct contradiction to the conclusions that he
9 reached. The very constant of having to come down here
10 and respond to those, to those motions for summary
11 judgment, the amount of money that that will waste is
12 insulting, is offensive to the parties.

13 I'd love to come up with a creative idea
14 to create some accountability, perhaps, if it comes in
15 the form of a sanction or perhaps it comes in the form
16 of some kind of bond being posted so that if it turns
17 out that one of the parties who is blowing things up as
18 it were and creating this increased attorneys fees, no
19 longer has an interest in the estate with which we can
20 even that out by the end of the day. Perhaps if Ms.
21 Curtis is ordered to post a bond against her claims or
22 to protect against the ability -- our ability to recover
23 fees from her if, as and when she loses her case,
24 perhaps then we can move forward with additional
25 hearings, additional motions and so forth.

1 Keep in mind, Judge, that it's not
2 simply -- it's not as simple as getting a date for Ms.
3 Curtis' summary judgment motions. There's been no
4 discovery, in terms of depositions done in this case,
5 not the least of which will be depositions from,
6 perhaps, even from the lawyers in the other district
7 court case who drafted the documents that can explain
8 what all went into those documents, what Nelva
9 Brunsting's state of mind was at the time. There's no
10 way to respond to those summary judgment motions right
11 now without the full weight of the discovery process
12 moving forward and all of the money that that's going to
13 cost.

14 So, you wanted my thoughts on what to do
15 and on one hand, you know, I'm still of the belief that
16 mediation with the right mediator should work, but
17 beyond that, I'm also of the opinion that I'm not really
18 sure what the next thing is.

19 THE COURT: Okay. Well, and I appreciate
20 your argument, and I share in many of your concerns. I
21 haven't heard from you, yet, Ms. Bayless.

22 MOTION TO TRANSFER

23 ARGUMENT BY MS. BAYLESS:

24 MS. BAYLESS: No, that's true. Trying to
25 maintain a low profile, it's hard sometimes.

1 But I think that you've heard some things
2 that the risk of going back to the motion to transfer
3 that make it the obvious one - all the cases need to be
4 together so that everything can be resolved at one time.

5 My client desperately wants to get this
6 case settled, but I do not -- I share Mr. Spielman's
7 concerns, and I have some others. I don't know how
8 we're going to find a mediator who is thrilled about pro
9 se parties. Many mediators won't take a case that has
10 pro se parties. So, we have to deal with that issue.
11 You -- maybe he knows one.

12 I will say this: That Mr. Miller, God
13 love him, and I know him well, and he's mediated many
14 cases for me, but he is not the mediator for this case.

15 THE COURT: And I was not considering
16 sending you back to Mr. Miller.

17 MS. BAYLESS: Okay, good.

18 It really, really does cry out for some
19 kind of a resolution. I don't think this suggestion of
20 bond is particularly workable, and it's needed. I mean,
21 there is valuable real estate in this estate that can be
22 used to do whatever sanction-wise, division-wise,
23 whatever he thinks he can prove. We don't have to go
24 outside this case to resolve this case. I mean, we
25 don't have to be making the case more complicated to get

1 the case resolved, in my view.

2 Now there may well be parties who don't
3 want to resolve it, for whatever reason, you know and
4 want to have a trial. I heard Mr. Reed say that and,
5 you know, that it's going to require a Court decision.
6 You know, but frankly, the whole no-contest issue that
7 Mr. Lester raised in his report, and I assume if we
8 don't work out some settlement procedure, we'll be
9 filing responses to his report and dealing with that.

10 The whole no-contest clause violates the
11 Trust Code and the Probate Code in its very language;
12 and frankly, to prosecute a no-contest clause, you have
13 to have a trial. You have to see whether it was filed
14 and there was good cause in the filing and whether the
15 case was prosecuted in good faith.

16 So, you're necessarily, to get to that
17 issue, you're necessarily going to have to have a trial.

18 You could rule all day long that you
19 believe it to be a valid clause notwithstanding the
20 fact that its very language violates the Trust Code and
21 the Probate Code -- or the Estates Code, excuse me, but
22 you're still going to have to have a trial about what
23 that means. So, we need some mechanism that doesn't
24 make us have to have a trial.

25 And now we've got two pro se parties, and

1 I just don't know a strong mediator that is going to
2 deal with two pro se parties. Maybe there is one, but
3 it is going to require someone strong if you go that
4 route.

5 If Ms. Curtis is saying she's absolutely
6 not going to go, I mean, I don't know what we do about
7 that. And for all I know, Carole Brunsting may say
8 she's not going to go. We haven't heard from her
9 either.

10 You know, everybody else maybe could work
11 out a resolution. My client wants very much to resolve
12 the case, but I don't know how you resolve it piecemeal
13 when you're talking about a trust that has five
14 beneficiaries. I mean, maybe somebody's smarter than I
15 and could figure that out and you can come up with some
16 kind of a, some kind of a design that says this happens,
17 you know, if X, Y and Z falls into place and it says
18 that. It's very -- it's a very problematic situation,
19 and I don't think, you know, right now we don't even
20 have a personal representative of the estate. So, I
21 don't know how -- I think, frankly, that the district
22 court case, there is some advantage being taken of an
23 unfortunate situation relating to my client's, obviously
24 capacity, unexpected incapacity in deposition. I get
25 that. They're trying to zealously represent their

1 client. But the reality is if they go and dispose of
2 that case without a personal representative when the
3 Court has been notified of that, that is going to come
4 back so fast from the court of appeals.

5 And, you know, they, today, before we came
6 down here, they filed a motion for sanctions. You know,
7 it's all about pressure in that case to maybe make that
8 go away. And I think we sort of see the same problem in
9 this case that, although people try to punch pressure
10 buttons, nobody -- there's no structure, as frustrating
11 as it is for me to say this, there's no structure where
12 everybody is on board. And so, you know, we don't have
13 a way to get these five beneficiaries separated from
14 each other and separated from these courts and on down
15 the road short of forcing someone to do something they
16 don't want to do.

17 These are all strong-willed people. I
18 don't know what happens if you force someone to do
19 something that they don't want to do. You know, maybe
20 they get there and they realize, well, there is some
21 merit to this, but I agree, it's a waste of money if
22 that isn't what happens.

23 And, I mean, I know there's some great
24 mediators in town. We can go to Alice All [sic] to
25 repair it. Maybe she would deal with pro se parties, I

1 don't know but I --

2 THE COURT: Well I want to explore that.
3 You know, in my mind, every puzzle has a solution even
4 if it feels a little bit like a Rubik's Cube, and I
5 think that that's true of this case.

6 I feel like it does need to go back to
7 mediation. I feel like any other direction at this
8 point is, is going to -- it's just not going to advance
9 the ball. This has been dragging on for so long and
10 stalled out for so long, we really need to get it
11 moving. And I feel in my heart that the best way to try
12 to move this forward is to have it go to mediation. We
13 do need a strong mediator. I have someone in mind who I
14 haven't contacted yet, but I wanted to hear from
15 everyone here, first, about their suggestions.

16 You have your hand up, but I want to hear
17 from Carole first.

18 MR. MENDEL: Could I make one quick
19 comment?

20 THE COURT: Uh-huh.

21 STATUS CONFERENCE

22 ARGUMENT BY MR. MENDEL:

23 MR. MENDEL: In fairness to Mr. Miller,
24 the case was probably not right for mediation at early
25 on in the case, but a lot has transpired since then that

1 I think makes it ripe for mediation.

2 I would agree oftentimes that a second
3 mediation could be a waste of time, but not in this
4 case. I think this case screams for a second mediation.

5 THE COURT: I agree.

6 MR. MENDEL: In terms of answering the
7 Court's question - I think it should be a forceful
8 personality; I think it should be a judge. I would like
9 to see Judge Davidson be appointed to serve as the
10 mediator in this case.

11 MR. SPIELMAN: That was actually going to
12 be my suggestion, Judge. I know Judge Davidson would
13 not have an issue with pro se elements in the case. I
14 know, as a judge, he's certainly aware of the dynamics
15 that that brings to the table.

16 I can say that Judge Davidson, having gone
17 to a mediation with Judge Davidson in which I, because
18 of his forcefulness, was forced to completely reevaluate
19 the entire case that we came in there with. I know that
20 he is the type of forceful personality that can
21 unentrench people, that can and will do his own research
22 and bring issues to the table that, perhaps, the parties
23 walking in the mediation haven't even considered yet. I
24 could not more strongly recommend Judge Davidson as
25 being somebody that fits the bill for what this case is

1 needing; and, of course, everybody is welcome to do
2 their due diligence to see the types of cases that he's
3 presided over in the past, to see the docket that he
4 carries now in the multi-district litigations. I would
5 be as flabbergasted as flabbergasted could be if people
6 walked away not thinking that he was the right person to
7 make a try at this.

8 MS. BAYLESS: Just one question, I'm
9 sorry. Just one question.

10 Do you know for sure? I have absolutely
11 no problem with Judge Davidson. I think he's a great
12 resolver of problems, but do you know that he would do
13 a -- have you had a situation where there was a pro se
14 party?

15 MR. SPIELMAN: I'm going to go with I'm 95
16 percent sure, but I'll be happy to make that phone call.

17 MS. BAYLESS: Anyway, that's my only --

18 THE COURT: I know Judge Davidson. And I,
19 you know, similarly, I think that he could probably get
20 the job done quite well. We could contact him and see
21 how he feels about pro se parties.

22 MS. CURTIS: I also have a quick question
23 about mediation.

24 Is there any reason why all of the
25 siblings and their representatives can't be in the same

1 room to talk about it? Because I think that's where it
2 fell down. The mediator came in one room and talked for
3 a few minutes and then went to the next room and then
4 the next room and then came back and told us what these
5 other people said --

6 THE COURT: And that's how mediations
7 often go. The mediator often makes a decision at the
8 beginning of the day about whether he thinks it will be
9 productive or not to bring everyone together. Often,
10 you start out all in the same room. Sometimes, if
11 things are going well, you get back together in the same
12 room towards the end. And I would rely on the mediator
13 to make that call because sometimes the parties are so
14 far apart and antagonistic to one another, that putting
15 them in the room, just escalates things. And so that's
16 what -- that's why, you know, we leave that to the
17 mediator, to kind of make that call. And hopefully, you
18 know, if everybody is civil and can sit around the table
19 and reasonably and constructively discuss the issues,
20 then maybe that's the direction the mediation will go.
21 There's nothing saying that you can't get together.

22 MS. CURTIS: And that's, if we could,
23 then, yes, I would consider mediation; but I can't go
24 through the mediation like we had before.

25 THE COURT: Okay. And, you know, and

1 there's some indication that there are a lot of reasons
2 why that mediation was not successful. And maybe, you
3 know, maybe if you got together for mediation now, your
4 entire family would have a kumbaya experience and find
5 one another. And I know that there is some head-shaking
6 and things, but I need you, and frankly, everyone here,
7 everyone involved in this, needs you to try to keep an
8 open and forgiving mind going into mediation. And I'm
9 not saying that you're going to, you know, walk away and
10 forgive everything that's happened but at least see that
11 there is some benefit to that, to some level of
12 forgiveness going forward, so that you can get this
13 resolved because being here in this building is not
14 helping you. Ultimately, it's not helping anyone
15 involved in this case. And so, that's why I feel that
16 it's, you know -- I need you to go to mediation.

17 It sounds like you're coming around which
18 I'm glad to hear, on some level, because even if you
19 don't come around, I think I'm going to have to get to
20 the point where I order you to go. And, you know, I
21 mean, we don't like ordering people to do things that
22 they don't want to do, but I think that it's in the best
23 interest of everyone to go ahead and get to mediation.

24 If Judge Davidson doesn't pan out, the
25 other name that came to my mind was John Coselli. I

1 hear that he's been doing some very good mediations
2 recently, and I know that he's not -- well, I don't
3 know. I don't think that his focus is probate, but I
4 understand that he's very quick to come up to speed on
5 the issues and has been quite effective in getting
6 things done. So, that's another name that if Mr.
7 Davidson doesn't pan out, we might look at.

8 Let's see...

9 Ms. Brunsting, did you have something you
10 wanted to add?

11 MS. BRUNSTING: Well, I mean, I hear the
12 word "pro se," and it's almost like it's a bad word in
13 this court --

14 THE COURT: It is not a bad word in this
15 court.

16 STATUS CONFERENCE

17 ARGUMENT BY MS. BRUNSTING:

18 MS. BRUNSTING: I've never been through
19 anything like this before. I thought that it was in my
20 best interest to get an attorney. And Darlene Payne
21 Smith, while she's a very, very good attorney, she's a
22 very expensive attorney. I finally just had to make the
23 decision because I don't know if this is going to drag
24 out another month or another 10 years. But I don't want
25 it -- it's upside down, and so I had to just make the

1 decision, as I kind of talked about last year, to try to
2 stop the bleeding. I had to just stop my own bleeding
3 because otherwise what's going to happen is there may
4 not be anything left to divide, but I'm going to end up
5 having to go into my retirement savings to pay this bill
6 now. So, I'm just having to make some life-decisions
7 here. And, unfortunately, one of the things I had to do
8 which is terminate my relationship with Darlene Payne
9 Smith. It's nothing against her, but I just had to make
10 a financial decision on my own because right now I'm
11 faced with this huge bill that I'm going to pay because
12 I try to live my life debt-free. It's going to take me
13 a long time to pay it because I hadn't planned on having
14 this bill.

15 But I guess my other concern is, and I
16 heard some of the other attorneys make it is I feel like
17 what Candy asked for, everybody tries to give to her.
18 And we paid \$42,000 for this accounting when we were in
19 Judge Hoyt's [sic] court and that wasn't good enough.
20 And now we've all agreed to Greg Lester, and that's not
21 good enough. And so it just seems like it's going to go
22 on forever, that whatever everybody tries to do to try
23 to make Candy happy, we're always going to just end up
24 straying away from that.

25 And so it's just like I'm hearing with

1 mediation, and I think the rest of us are willing to go
2 to mediation, it's going to be, yes, I'll go to
3 mediation but only if. What if everybody else doesn't
4 agree to that? It is we all agree to go to mediation if
5 we all agree to go sit in the same room, I'm thinking
6 well -- that's why I'm shaking my head. I'm thinking, I
7 doubt that will happen.

8 THE COURT: Well, as I said, you know, we
9 need to leave that up to the mediator because the
10 mediator controls how the mediation proceeds. And, you
11 know, I encourage you to consider that if it looks like
12 it's going to be constructive. She's not putting
13 limitations on the mediation by any stretch of the
14 imagination. We're going to go forward. We're going to
15 go to mediation. We need to find an appropriate
16 mediator, and that's going to happen. So, I want you to
17 feel --

18 MS. BRUNSTING: But in the last mediation,
19 I just felt like everybody was kind of blindsided
20 because I sat in a room for probably three and four
21 hours before -- just waiting and really had no idea what
22 was going to happen. And then somebody comes in -- I
23 mean, a mediator came in and just put a piece of paper
24 in front of me and I go, "What is this?" "Well this is
25 what they want." And, I mean, it was just ridiculous.

1 And then after that, we waited another few hours. And
2 then what we were asked to give up was even bigger than
3 that. And so, it was so ridiculous and I saw no attempt
4 at anybody trying to mediate the system. Nobody knew
5 what was going on.

6 So, I had actually talked to Mr. Lester
7 about before -- I think before anybody's going to agree
8 to mediation, everybody is going to have to be convinced
9 that it's much better organized. The mediator's already
10 talked to everybody to see what the real expectations
11 are because if they're not realistic going in, we're
12 going to be right back where we were before.

13 THE COURT: Okay. Thank you.

14 I want to comment about Mr. Lester. He's
15 here today. He's not, my understanding is, he's not
16 billing for his time today, so we're very grateful that
17 you're here. I asked him to be here in case there are
18 any questions about his report.

19 I think that the accounting that was done
20 previously in the federal court, as well as the report
21 that Mr. Lester provided, is helpful in this case
22 because I think it gives the Court and it gives all the
23 parties some insight into how the claims are viewed by
24 an independent person. And I hope that you'll look at
25 his report and consider his conclusions going forward.

1 I'm not making any rulings about whether
2 his conclusion are right or wrong, but I think they're
3 quite informative. And so I think that it's useful and
4 sort of leading up to mediation.

5 How -- my next concern about mediation is
6 how are we going to pay for it? I know that the parties
7 are motivated to get this resolved, mostly; and in the
8 past, the -- I've always looked to this end of the table
9 to fund things, and I'm not sure that I'm going to do
10 anything different this time.

11 Do you have some opinions about how the
12 mediator should be paid?

13 MR. SPIELMAN: My opinion is simply that
14 the parties should pay the mediator's cost as the
15 parties.

16 Now, again, remember, Judge Comstock, my
17 client and Anita as the current co trustees are actually
18 the only ones who should be having their lawsuit defense
19 financed by the Trust but they have not --

20 MS. CURTIS: Excuse me. Objection.

21 MR. SPIELMAN: Okay.

22 THE COURT: Let him finish, and I'll give
23 you a chance to respond --

24 MS. CURTIS: But this is --

25 THE COURT: I know.

1 MS. CURTIS: -- incorrect information that
2 he's saying.

3 THE COURT: You'll have a chance to
4 respond as soon as he finishes.

5 STATUS CONFERENCE

6 FURTHER ARGUMENT BY MR. SPIELMAN:

7 MR. SPIELMAN: The point, though, Judge,
8 is because I know that there is not an agreement on that
9 point currently, that is why my opinion is each party
10 should pay their own mediation cost.

11 One -- again, I can't make a
12 representation for Judge Davidson, but I suspect, as he
13 has done for mediations in the past, maybe, Ms. Bayless,
14 you've experienced this with him before, I think he will
15 see a way to not necessarily say, you pay a fee; you pay
16 a fee; you pay a fee; you pay a fee and you pay a fee.
17 I think he will probably find some way to structure it
18 by people that have common interests on one side or the
19 other or something like that. We can certainly talk to
20 him about that. I'm happy to talk -- it's my interest
21 to find a way to convince him to charge as little as
22 possible for this as much as it's to the benefit of
23 everybody else here. So, I'm happy to do that.

24 If the Court would like to be the one that
25 reaches out to Judge Davidson to sort of explain a

1 little bit of the back story, maybe that's appropriate
2 that would make people feel more comfortable, we will
3 all have a chance to present our view of the case to
4 Judge Davidson in advance of the mediation because he
5 asks for premediation briefing material, premediation
6 statement. I know he would take phone calls from folks
7 if they would rather handle it that way.

8 I think that all of the issues that are
9 being expressed as concerns about the mediation process,
10 all of them have solutions, and perhaps the attorneys
11 are more aware of this just by the nature of what we do.

12 But particularly with Judge Davidson, he
13 has seen and done it all in his time on the bench. As
14 difficult as this case has been for people particularly
15 on an emotional level, he would have seen this level
16 before, and he will know how to massage everybody's
17 concerns and the law and the facts.

18 Again, I can't say strongly enough -- even
19 if it's not to my client's benefit when it's all said
20 and done, that I think he has the ability to get
21 everybody, you know, on the straight and narrow.

22 STATUS CONFERENCE

23 ARGUMENT BY MS. BAYLESS:

24 MS. BAYLESS: Judge, I agree. The
25 question was how do we pay for it? And I don't see how

1 it makes sense to create another controversy among
2 everybody to not want it, those who don't want it to
3 begin with to think it may be a waste of time. I don't
4 understand why -- I'm not even sure why Mr. Spielman
5 makes this suggestion. I would think that we would have
6 the Trust pay for it, and it can be divided as cost as
7 may need to be part of the settlement just like we dealt
8 with Mr. Lester. I don't know why this is -- that was,
9 frankly, I viewed, anyway, an attempt by the Court to
10 move everything in the direction of trying to work
11 toward a resolution. I don't think the mediation is
12 even more so that way, and I don't know why it's going
13 to be probably less money. I don't know why it should
14 be controversial to deal with it as a cost of getting
15 this case resolved and deal with that and the
16 resolution, but that's just my two cents.

17 THE COURT: Well, I like the suggestion
18 that if Judge Davidson is amenable to that, to let him
19 kind of work that out as part of the mediation, and
20 perhaps that's the route we need to go.

21 Ms. Curtis, you have -- you wanted to
22 speak?

23 STATUS CONFERENCE

24 FURTHER ARGUMENT BY MS. CURTIS:

25 MS. CURTIS: Basically, I just -- people

1 are formulating their opinions by talking to parties in
2 the case, and it's fairly obvious that no one has read
3 everything starting with the original petition in the
4 federal court.

5 I sent my sisters a couple of demand
6 letters after my mother passed away, and I gave them
7 every opportunity to cure and save face. And I told
8 them, "If you don't give me an accounting which has been
9 owed for weeks now," and then I gave them 60 days, that
10 I'd have no alternative, and that I reserve the right to
11 file suit against them.

12 And here we are, almost five years later.
13 Vacek & Freed sold my parents' peace of mind and then
14 betrayed them because my sister, Anita, developed a
15 relationship with Candace Freed. And there is evidence
16 in the record now that shows that. And I'm willing to
17 come to a conclusion, but we can't have all these
18 attorneys. Amy and Anita are on their third attorneys
19 now. And so, how much longer do my brother, Carl, and I
20 have to spend, money, time and emotional stress to get
21 what our parents gave to us to begin with? And that's
22 all they want - not a penny more/not a penny less.

23 THE COURT: Well, often when things get to
24 this point when you're five years down the road in
25 litigation and people are in the positions that you find

1 yourselves today, often what it takes is going to a good
2 mediator and getting everyone in the same room or at
3 least the same building and really looking at the issue,
4 perhaps, with fresh eyes, and finding the reality that
5 there's a better way to resolve this whole game.

6 MS. CURTIS: I want to look at my sisters
7 and my brother in the eye in the same room. I mean,
8 it's just -- I've been able to talk to Carole until she
9 got an attorney and then I couldn't speak to her
10 anymore. I can't talk to Amy and Anita. I tried to
11 call them early on. I just -- this is a family. We
12 don't need these outside people in here paying money for
13 them to draw conclusions when they don't know what's
14 going on. And so I just --

15 THE COURT: And I appreciate your bringing
16 that emotional side of it because I think that's what
17 all of this sometimes comes down to is, the emotions
18 that are involved. And if, you know -- I'm glad that
19 you're saying this here today. All of these attorneys,
20 I'm sure, are hearing you, are hearing your position;
21 and I know that they're aware of the emotions -- the
22 emotional responses from their own clients. And
23 perhaps, perhaps your wish will come true. Perhaps
24 we'll get to mediation, and you'll be able to sit in a
25 room and reach some kind of understanding.

1 I don't have a problem calling Judge
2 Davidson if nobody has a problem with my doing so. So,
3 I'll put a call into him. I know him. He was the scout
4 master of my son's scout troop. So, I'll put a call
5 into him, and we'll see if we can move that piece
6 forward.

7 STATUS CONFERENCE

8 FURTHER ARGUMENT BY MR. MENDEL:

9 MR. MENDELL: I would just like to add,
10 besides Judge Davidson, I don't have any problem with
11 Judge Coselli. I've been in front of Judge Coselli when
12 he was a mediator before he got on the bench. He's
13 excellent.

14 In terms of the fee, I'm open to how the
15 mediator would want to handle it. But the vast majority
16 of mediators, as the Court is aware, expect people to
17 have some sort of an investment, and a great investment
18 is to come out of pocket and pay for it. So, I would
19 oppose that the Trust pays for everybody's pro rata
20 share. Everybody needs to get out their checkbook and
21 pay the mediator regardless of how the fee is
22 structured.

23 THE COURT: Okay. I understand.

24 MS. CURTIS: I can't do that. I work full
25 time. I have no retirement. I have to do without

1 things to come to Houston which I'm more than happy to
2 do, but I don't have extra money to throw away on more
3 wasted time. And that's why I didn't hire an attorney
4 to begin with. My brother shouldn't have had to hire an
5 attorney.

6 THE COURT: Well, Ms. Curtis, Ms. Curtis,
7 please. Therein lies the rub. If this is a waste of
8 time then why are we here? You know --

9 MS. CURTIS: To get resolution.

10 THE COURT: -- we need to move this case
11 forward, and most of the people in this room feel like
12 this is the best way to move it forward.

13 MS. CURTIS: I'd like to move it forward
14 by scheduling the summary judgments.

15 COURT'S RULING

16 THE COURT: Okay. We're going to go to
17 mediation first. And so I'm going to contact Judge
18 Davidson. I'll get information about his fees, and I'll
19 explain the issues and --

20 MS. CURTIS: Okay. I have a personal
21 friend in Houston that I've known for 30 years. He is
22 also a mediator, I understand now; is that a conflict if
23 I suggest that we contact him as well?

24 THE COURT: I don't want to get into what
25 we've had in prior hearings with everyone objecting to

1 people who are suggested. I think that Judge Davidson
2 is a good choice. He's going to be a strong mediator,
3 and I don't want to take lightly the choice of mediator
4 in this case because I don't want to waste your time. I
5 want to get to a mediation with somebody who can make
6 things happen. And I'm not saying that your buddy, your
7 friend, can't make that happen, but I am concerned that
8 there are, you know, you have several siblings who are
9 going to stand up and object for the reasons that I just
10 mentioned. And I know where that's going to go, and I
11 don't think that it's a good idea to go down that road
12 at this point. So, I'm going to call Judge Davidson and
13 see how that will work out.

14 MS. BAYLESS: I just have a question on
15 timing.

16 I'm assuming, and maybe I shouldn't say,
17 that you will be dealing with the motion to transfer
18 first so that that's part of what is being mediated and
19 maybe that's not what you had in mind.

20 I think that there is some merit to having
21 everybody in the room. I recognize Mr. Reed is going to
22 stand up and say he doesn't want to be in the room, but,
23 you know, we need to deal with that. And I think Judge
24 Davidson could deal with all of these issues very well.
25 And if that loose end is left out there, I don't know if

1 it will impact being able to get this case over. I have
2 no -- I don't know.

3 THE COURT: That's a good point. I don't
4 know that we need to transfer the case over here before
5 that happens if we can get some buy-in from the folks
6 involved in the district court case to be a part of that
7 negotiations of the mediation. I don't know whether
8 that's possible, but it seems like if we can get to
9 mediation and get every piece of this resolved, that
10 would be a lot more cost efficient than going through
11 the transfer and getting all of that done.

12 What I'm saying is you guys don't all have
13 to be in this court in order to negotiate a settlement.

14 Do you want to respond to that?

15 MS. BRUNSTING: This is something I spoke
16 with Darlene about is because somehow my brother brought
17 this suit against Vacek is somehow, I think all of us
18 are party to it somehow but without our knowledge, we
19 don't know how this case is going to impact the rest of
20 us and so that's why I spoke with Darlene, and said I'm
21 a bit concerned about going to mediation when I don't
22 know the outcome of this case yet. And so well this
23 case will have some impact on the rest of this. So,
24 that is a valid concern that I have.

25 THE COURT: Mr. Reed, what's your position

1 about participating in a mediation?

2 MR. REED: I think the biggest issue that
3 we have is you or someone has to be appointed or has to
4 appoint someone on behalf of the estate. Right now, if
5 I went to mediation, I would have no one to negotiate
6 with. So, that's the problem by sending a malpractice
7 case is I have, technically, five people I have to deal
8 with that I really need -- I can only really deal with
9 one person that's actually absent right now which is
10 what's delaying the malpractice case from being
11 dismissed.

12 So, I mean, if you send us to mediation,
13 what you're going to have to do is appoint somebody for
14 us to negotiate which means you're actually appointing
15 someone on behalf of the estate. So, that creates to me
16 a big issue that is, again, outside of, really, what we
17 need to deal with today.

18 THE COURT: How do the rest of you -- how
19 do the rest of the attorneys in the room feel about
20 whether we can get to a resolution?

21 MR. MENDEL: I think we can get to a
22 resolution. I mean, if everybody else on this -- in
23 this particular case agrees to an outcome and a
24 resolution for Mr. Reed, then, as I see it, we don't
25 necessarily need to have someone appointed before they

1 come over to the mediation. I mean, if everybody is in
2 agreement then it becomes a moot point.

3 THE COURT: And if you can reach an
4 agreement that a resolution will be reached then you
5 could, perhaps, agree to appoint a temporary
6 administrator who could make decisions on behalf of the
7 estate --

8 MR. SPIELMAN: And that's just the point,
9 Judge. If you backtrack beyond Mr. Lester's
10 appointment, the competing applications before the Court
11 are from my client and from Ms. Curtis. So, if the
12 mediation goes well, those two competing next in line,
13 allegedly executors, can sign off on a deal that would
14 then be able to resolve everything.

15 MR. REED: It's not that the deal can be
16 worked out, it's, at mediation, I have to go to five
17 different rooms to negotiate the deal. So, maybe his
18 client says, okay, I give a million bucks to the
19 estate - that's great; but Ms. Curtis wants \$2 million.
20 So, then all of a sudden, I've got to deal with one of
21 the four. Maybe I get four out of the five. And the
22 point is you need one voice for the entire estate, and
23 you're not going to get it with me trying to negotiate
24 with five people at mediation.

25 THE COURT: Well, at some point, all five

1 of those people are going to have to negotiate something
2 to move forward rather it's who's going to be the
3 administrator or the executor going forward. I think
4 that that negotiation is better to take place at the
5 mediation than outside of it.

6 MR. REED: I think the problem you're
7 sending us to mediation with is now we have one extra
8 level, and we already have too many levels of things we
9 need to negotiate. It's going to take almost the entire
10 mediation, if it is successful, to deal with just the
11 sibling issue, and now you're adding the malpractice
12 case on top of that to see if, you know, whether all
13 four or five or one or two agrees with how much money
14 the malpractice case is worth defending at all.

15 So, I think you're adding too much to the
16 puzzle to what's already going to be a difficult
17 mediation.

18 THE COURT: I don't know that the
19 mediation will be successful without that, though. And
20 I think that I kind of like the complication that it
21 has. You know, the more cards on the table, the more
22 you can mix up the deck, am I wrong? It seems like
23 everyone has an interest in going forward. Does anyone
24 disagree with that other than, I'm sorry, Mr. Reed?

25 MS. CURTIS: I don't disagree. And, in

1 fact, it's Candace Freed who drew up these illegitimate
2 papers - whether they were signed or not - she's the one
3 that started this. All five of us have been damaged by
4 what Candace Freed did.

5 I'm happy to let Amy be executor if Neal
6 will represent the executor in this mediation and in the
7 case against Vacek & Freed because it's not
8 malpractice - it's breach of fiduciary. But I just
9 wanted to get it moved along, okay. So, now you've got
10 me convinced that mediation is maybe the way to go, but
11 I don't want any more road blocks for one reason or
12 another.

13 Why can't Amy be executor? No, let Neal
14 take that ball and run with it and we'll all agree.

15 MS. BAYLESS: Well I don't know if my
16 clients will agree to that today, but I don't think we
17 have to do -- I don't think we have to go to that level.
18 If we can reach an agreement, then we know we need a
19 temporary person just for purposes of approving a
20 settlement and, you know, moving forward. I don't
21 think -- I don't see any reason why Judge Davidson can't
22 deal with all of those issues. But if he doesn't deal
23 with all of those issues, I don't think -- I think we
24 run a greater risk of not getting the case resolved.

25 And, frankly, I would think that the law

1 firm would be delighted if the case could get resolved.

2 THE COURT: And I hate for you guys to
3 reach a decision about all of your issues and then have
4 to go to another mediation to resolve all the issues in
5 the district court case, particularly, if, you know, if
6 it's decided that it needs to be grabbed and transferred
7 over here.

8 MR. REED: But it's taking longer, Your
9 Honor, if the case is not settled at mediation. Isn't
10 it somebody is still going to have to be appointed at
11 that point to bring the claims, still, against the
12 malpractice?

13 THE COURT: Which comes first, you know?

14 MR. REED: The point is that Mr. -- you
15 know, if we go back to Mr. Lester's report who already,
16 you know, looked at it, looked at the issues and said
17 the writings were correct, we have the malpractice case
18 that's been pending for three years that no one at this
19 point has been able to prove any evidence of
20 malpractice, whatever the claims would be. So, you're
21 wanting us to go --

22 THE COURT: Well, I'm not sure that Mr.
23 Lester's report says that you win.

24 MR. REED: I'm not saying that, Your
25 Honor. What I'm saying is I think it's going to be too

1 difficult for a malpractice case to be negotiated at a
2 mediation with the five siblings we have here without
3 one voice --

4 MR. MENDEL: I see it that it needs to be
5 a global deal, and if we can't work something out with
6 Vacek & Freed, then the mediation fails. But I'm
7 confident somebody like Judge Davidson can pull this
8 thing together.

9 THE COURT: And I tend to agree. And, you
10 know, I was -- I would hope that you and Ms. Foley would
11 agree to participating in this mediation. And I'm still
12 considering the motion to transfer, but I have to say if
13 you guys are not willing to consider, that encourages me
14 to grant the motion to transfer just to get everything
15 over here so that we can try to get it settled.

16 MR. REED: And I don't want you to have a
17 misvoid [sic] that we're not agreeable to going to
18 mediation. My concern is more if I go to mediation, who
19 am I negotiating with? And the problem is I am being
20 sued -- my client is being sued by the estate. The
21 estate right now doesn't have a representative.

22 So, my concern is, maybe I didn't express
23 it well enough earlier, is not the mediation itself in
24 going - it's who do I negotiate with because I'm dealing
25 with five separate demands because the family can't

1 speak, and I think that's clear. They can't speak at
2 this point as a whole.

3 THE COURT: I understand. And I think
4 that Judge Davidson's qualified. He's capable of seeing
5 the big picture and putting all those pieces together
6 and dealing with that.

7 MS. BAYLESS: And, frankly, Judge, I think
8 I'm going to have to provide the information that Judge
9 Davidson needs about why the claims are filed to begin
10 with. And it doesn't matter how many times you say
11 there is no proof, there is no evidence - the point is,
12 Judge Davidson is going to have to negotiate this thing.
13 There is proof, there is evidence, and I can take the
14 laboring of presenting some kind of summary to him so
15 that he understands the case from its inception and can
16 deal with that case.

17 The idea that, well, there is nobody right
18 now because my client had resigned so there's nobody to
19 deal with this. Let's jump in there and take advantage
20 of it and everything says there is no way to prove this
21 case, there is no way to do that. That's what Judge
22 Davidson will be trying to deal with, and I can provide
23 him with the information and the evidence that does
24 inform him about the case. And it's out there, and they
25 know it's out there. So, we can get past that.

1 I think it a lot more efficiently if they
2 agree to deal with the mediation and everything can be
3 dealt with that way, but I tend to agree - if they can't
4 do that by agreement, then we're right back where we
5 were in this suit about what do we do with that case
6 because that case may very well keep us from resolving
7 this case. Even a non lawyer in the room has said that
8 today. So, you know, I think that's pretty obvious.

9 THE COURT: It sounds to me like everyone
10 except Mr. Reed agrees with that.

11 Do you need to get back with Ms. Foley in
12 order to get me an answer on whether you will
13 voluntarily participate?

14 MR. REED: We'll voluntarily participate.
15 I'm just expressing my concern of why it's not going to
16 be successful.

17 THE COURT: And I appreciate that. And
18 that's a level of, you know, difficulty that I think you
19 will need to bring to the mediation and explain to Judge
20 Davidson and have him address that. So, I mean,
21 everyone has voiced complications today that need to
22 come out on the table and need to be part of the
23 mediation. So, I'm glad that you're all here and
24 voicing those opinions.

25 So, I think we all agree that I'm going to

1 call Judge Davidson. Is there anything else that needs
2 to be discussed today? Is there any -- is there any
3 timing issues that I need to make Judge Davidson aware
4 of?

5 MS. BAYLESS: Well there is a trial
6 setting in May in the district court.

7 MR. MENDEL: I don't think that one is
8 going to stick given the current posture --

9 MS. BAYLESS: Having gone through that
10 argument before, I don't know that I would take that for
11 granted.

12 MR. MENDEL: You're right.

13 MS. BAYLESS: That's pretty much upon us.
14 We're talking. We may not be able to get in to Judge
15 Davidson this month. I don't know what his schedule is
16 but, you know, we're talking about then that does make
17 it a little bit more important the issue of personal
18 representative; in fact, if we're facing that many
19 trials --

20 THE COURT: Okay. Do we need to reset the
21 motion to transfer at this point? In other words, do I
22 need to have another hearing to have to hear from Ms.
23 Foley from that issue?

24 MR. REED: I think you should continue it
25 until after the mediation.

1 THE COURT: And I think I can do that if
2 you guys agree to participate.

3 MR. REED: Again, I think you're
4 misunderstanding what I was saying.

5 THE COURT: No. No. No. I hear what
6 you're saying - I'm just confirming it.

7 MR. REED: Yeah, I hear you loud and
8 clear. And if you would prefer us at mediation, I will
9 be there. I was just expressing to you I think the
10 concerns that convolute the matter even worse, but I
11 hear you loud and clear.

12 MS. BAYLESS: What's the trial date?

13 MR. REED: I think it's the 16th, but I
14 will say this. The Court currently, while we're on the
15 trial docket, I think they recognize that we can't go
16 forward with it because we don't have a personal
17 representative. I don't think that they officially
18 debated it, but I think they somehow called us, I'm
19 expressing this court involved them, Your Honor, but I
20 would say -- well, I'll leave it like that.

21 MR. SPIELMAN: That being said, Judge,
22 probably sooner is probably better than later, you know.

23 THE COURT: Of course. Yeah, I think
24 everyone wants to get this moving.

25 MS. BRUNSTING: Because most of us work.

1 I think each night there's certain meetings that I just
2 can't --

3 THE COURT: Of course. Why I'm not going
4 to get involved with actually scheduling the day; I'm
5 going to contact him. And I just wanted to know if
6 there are any global problems, but I'll leave it to you
7 guys to, you know, to contact him and find a date that's
8 going to work for everyone. I know that you guys all
9 have your emails and share your email addresses. So,
10 I'm hoping that you can work together and find a date
11 that will be convenient for everyone.

12 MS. BAYLESS: Speak of that, I don't know
13 if an order has been signed yet. I've got Ms. Smith's
14 withdrawal, but can we have some information
15 about where to serve her like what address or
16 fax --

17 MS. BRUNSTING: Darlene asked me if it was
18 okay that she send information out, and I said, "Yes,
19 that's okay," but she didn't send it out. I did send it
20 out.

21 THE COURT: Can you send an email to
22 everyone?

23 MS. BRUNSTING: We can talk about it.

24 THE COURT: Including me. I guess you
25 sent me a letter so I got your contact information,

1 correct? It's on your letter? Ms. Brunsting?

2 MR. SPIELMAN: Her address, I think, just
3 to be clear, I think what would be useful to everybody
4 would be if you could just let us know your preferred
5 email address, your preferred phone contact. If you do
6 happen to have access to a fax machine for receiving
7 things, that would work too. I think that that covers
8 most of the ways that we can --

9 THE COURT: And if you could copy me on
10 that as well, that would be helpful. Thank you.

11 Okay. Anything else?

12 MS. BAYLESS: One other thing.

13 I know we held some things, we just held
14 some things while Mr. Lester was doing his thing, and I
15 wonder if it would make some sense to revisit the order
16 that appointed him and the stay provisions and continue
17 those through the mediation date anyway or something or
18 through the next hearing, motion to transfer?

19 THE COURT: What specifically --

20 MS. BAYLESS: It just hit me that we've
21 done that. I'm looking at the order right now.

22 We had talked about it at the hearing that
23 says that the order expires in 90 days. So, I guess --

24 THE COURT: It doesn't sound like to me
25 that everybody is eager to jump out and do some

1 discovery and spend more money prior to going to
2 mediation, am I right? So, let's just focus on getting
3 to mediation unless someone needs something specific in
4 writing.

5 MS. BAYLESS: If I find the order, I'll
6 let --

7 THE COURT: Thank you everybody for being
8 here, particularly Mr. Lester for coming.

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1 The State of Texas)

2 County of Harris)

3

4 I, Hipolita Lopez, Official Court Reporter in and
5 for the Probate Court Number Four of Harris County,
6 State of Texas, do hereby certify that the above and
7 foregoing contains a true and correct transcription of
8 all portions of evidence and other proceedings requested
9 in writing by counsel for the parties to be included in
10 this volume of the Reporter's Record, in the
11 above-styled and numbered cause, all of which occurred
12 in open court or in chambers and were reported by me.

13 I further certify that this Reporter's Record
14 truly and correctly reflects the exhibits, if any,
15 admitted by the respective parties.

16 I further certify that the total cost for the
17 preparation of this Reporter's Record is \$334.00
18 and was paid by Ms. Candace Curtis.

19 WITNESS MY OFFICIAL HAND this the 28th day of
20 March, 2016.

21
22 /s/ Hipolita G. Lopez
23 HIPOLITA G. LOPEZ, Texas CSR #6298
24 Expiration Date: 12-31-16
25 Official Court Reporter
Probate Court Number Four
Harris County, Texas
201 Caroline, 7th Fl.
Houston, Texas 77002

EXHIBIT 17

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

United States Court of Appeals
Fifth Circuit

FILED

January 9, 2013

Lyle W. Cayce
Clerk

No. 12-20164

CANDACE LOUISE CURTIS,

Plaintiff-Appellant

v.

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

Defendants-Appellees

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

Before HIGGINBOTHAM, SMITH, and ELROD, Circuit Judges.

PATRICK E. HIGGINBOTHAM, Circuit Judge:

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

¹ 547 U.S. 293 (2006).

No. 12-20164

I.

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

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

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

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

No. 12-20164

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

II.

This Court reviews de novo a district court’s dismissal for lack of subject-matter jurisdiction.³

III.

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

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

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

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

No. 12-20164

general jurisdiction over the probate or control of the property in the custody of the state court.

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

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

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

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

⁵ *Id.* (internal citations omitted).

⁶ 547 U.S. at 311.

⁷ *Id.* at 310.

⁸ *Id.* at 311–12.

No. 12-20164

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

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

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

⁹ Id. at 312 (internal citations omitted).

¹⁰ Id. at 312–13.

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

No. 12-20164

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

IV.

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

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

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

EXHIBIT 18

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

CANDACE LOUISE CURTIS

§
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§
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§
§
§

CIVIL ACTION NO. H-12-CV-592

vs.

ANITA KAY BRUNSTING, and
AMY RUTH BRUNSTING

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS §
COUNTY OF COMAL §

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.
2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.
3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.
4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.
5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at \$410,000. We listed the property for \$469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered \$469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

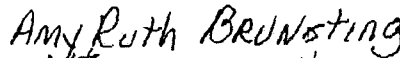
7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately \$270,000.


8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.


AMY RUTH BRUNSTING



Sworn to and signed before me by , on this 6th day of March, 2012.

Case 4:12-cv-00592 Document 10-1 Filed in TXSD on 03/06/12 Page 3 of 3

Teresa Simmons
Notary Public in and for the State of Texas



Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

EXHIBIT 19

PROBATE COURT 4

No. 412,249-401

ESTATE OF

Nelva E. Brunsting,

Deceased

§
§
§
§
§

PROBATE COURT

NUMBER FOUR (4) OF

HARRIS COUNTY, TEXAS

02202015:1134:P0007

AGREED DOCKET CONTROL ORDER

The following docket control order shall apply to this case unless modified by the Court. If no date is given below, the item is governed by the Texas Rules of Civil Procedure.

1. N/A **JOINDER.** All parties must be added and served, whether by amendment or third party practice, by this date. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THE SCHEDULING ORDER AT THE TIME OF SERVICE

2. ↓ **EXPERT WITNESS DESIGNATION.** Expert witness designations are required and must be served by the following dates. The designation must include the information listed in Rule 194.2(f). Failure to timely respond will be governed by Rule 193.6:

- (a) 7/1/15 Experts for parties seeking affirmative relief.
- (b) 8/1/15 All other experts.

3. **DISCOVERY LIMITATIONS.** The discovery limitations of Rule 190.2, if applicable, or otherwise, of Rule 190.3, apply, unless changed below:

- (a) By Rules Total hours per side for oral depositions.
- (b) By Rules Number of interrogatories that may be served by each party on any other party.

4. **ALTERNATIVE DISPUTE RESOLUTION.** ADR conducted pursuant to the agreement of the parties must be completed by this date. If the parties do not agree on a date and/or facilitator for ADR, the Court may sign an order compelling ADR and appointing a mediator for same.

5. 8/4/15 **DISCOVERY PERIOD ENDS.** All discovery must be completed before the end of the discovery period. Parties seeking discovery must serve requests sufficiently far in advance of the end of the discovery period that the deadline for responding will be within the discovery period. Counsel may conduct discovery beyond this deadline by agreement. Incomplete discovery will not delay the trial.

6. **DISPOSITIVE MOTIONS AND PLEAS.** Must be heard as follows:

- (a) 8/3/15 Dispositive motions or pleas subject to an interlocutory appeal must be heard by this date.
- (b) 8/3/15 Summary Judgment motions not subject to an interlocutory appeal must be heard by this date.
- (c) 6/1/15 Rule 166a(i) motions may not be filed before this date.

7. 9/1/15 **CHALLENGES TO EXPERT TESTIMONY.** All motions to exclude expert testimony and evidentiary challenges to expert testimony must be filed by this date, unless extended by leave of court.

8. 8/4/15 **PLEADINGS.** All amendments and supplements must be filed by this date. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.

02202015:1134:R0008

9. Sept. 4, 2015 Noon JOINT PRETRIAL ORDER. Parties shall provide to the Court, by fax, email, or delivery to our offices, a copy of the signed Joint Pretrial Order by this date. Parties shall bring the original Agreed Joint Pretrial Order to the Pretrial Conference.

10. Sept. 11, 2015 10:00 AM PRETRIAL CONFERENCE. Parties shall be prepared to discuss all aspects of trial with the Court at this time. Parties shall file and exchange (if jury trial) proposed jury charge questions, instructions and definitions at this conference. Parties should be prepared to mark exhibits. Failure to appear will be grounds for dismissal for want of prosecution.

11. Sept. 14-18, 2015 TRIAL.

Signed this 19 day of February, 2015.

C. Oued
Judge Presiding

FILED
2015 FEB 20 AM 8:49
Stan Stamat
COUNTY CLERK
HARRIS COUNTY, TEXAS

Party: Carole Brunsting Party: Andy Brunsting

Counsel Name: Darlene Layre Smith Counsel Name: Jason B. Ostrom
SBN: 18643525 SBN: 24027710

Counsel Signature: [Signature] Counsel Signature: [Signature]
Firm: Crain, Cator, & Jones Firm: Ostrom Morris, PLLC
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Fax: 713-658-1921 Fax: 713-863-1051
Email: dsmith@craincator.com Email: jason@ostromorris.com

Party: Amy Brunsting Party: Carl Brunsting

Counsel Name: Neal Spielman Counsel Name: Bobbie G. Bayless
SBN: 00794678 SBN: 01940600

Counsel Signature: [Signature] Counsel Signature: [Signature]
Firm: Griffin & Matthew S Firm: Bayless + Stokes
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Phone: 281-870-1124 Phone: 713-522-2224
Fax: 281-870-1647 Fax: 713-522-2218
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PARTY: Anita Brunsting
COUNSEL: Brad Featherston (24038892) BF
The Mendel Law Firm
1155 Dairy Ashford Suite 104, Houston, TX 77079
(O) 281-759-3213 (F) 281-759-3214 Email- brad@mendellawfirm.com

EXHIBIT 20

FILED
12/5/2014 4:13:51 PM
Stan Stanart
County Clerk
Harris County

PROBATE COURT 4

DM

**DATA ENTRY
PICK UP THIS DATE**

NO. 412,249-401

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

CARL HENRY BRUNSTING, et al	§
v.	§
ANITA KAY BRUNSTING, et al	§

**RESPONSE TO CANDACE'S
MOTION FOR DISTRIBUTION OF TRUST FUNDS
&
RESPONSE TO CARL'S
MOTION FOR DISTRIBUTION OF TRUST FUNDS**

Defendant Anita Kay Brunsting files this response to Candace Louise Curtis' Motion for Distribution of Trust Funds and this response to Carl Brunsting's Motion for Distribution of Trust Funds and would respectfully show the Court as follows:

I. Summary of the Argument

1. Distributions to pay legal-fee creditors are not authorized by the trust and, therefore, the motions must be denied.
2. Distributions to pay legal-fee creditors are prohibited by the trust and, therefore, the motions must be denied.
3. The Court lacks jurisdiction to decide the distributions for legal-fee creditor issue because there are no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.
4. If the Court finds the *in terrorem* clause is enforceable, then Candace and Carl have no right to any distribution from the trust.

12082014:1418:P0047

12082014:1418:PO048

II. Argument & Authorities

Candace and Carl seek distributions from the trusts to pay their creditor-attorneys.

Neither Candace nor Carl cite any provision in the trust instruments that would allow for the requested distributions. This is a tacit admission that such distributions are not authorized by the trust instruments.

Neither Candace nor Carl cite any legal authority that would allow for the requested distributions. This is a tacit admission that such distributions are not permitted by any legal authority.

Since there is nothing in the trust instruments or in any legal authority that allows the requested distributions, the motions must be denied.

A. The Brunsting Family Living Trust.

With respect to distributions under the Brunsting Family Living Trust, the instrument provides:

i. Distributions of Net Income

Our trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of [the beneficiary] as much of the net income from [the beneficiary's] trust share as our Trustee deems advisable for the health, education, maintenance and support of [the beneficiary], for [the beneficiary's] lifetime.

ii. Distributions of Principal

Our trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of [the beneficiary] as much of the principal from [the beneficiary's] trust share as our Trustee deems advisable for the health, education, maintenance and support of [the beneficiary], for [the beneficiary's] lifetime.¹

¹ Exhibit 1, Restatement of the Brunsting Family Living Trust, pages 10-1 to 10-12.

12082014:1418:P0049

Furthermore, the trust instrument prohibits the trust from being charged with a beneficiary's debt:

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.²

Finally, the trust instrument provides:

All trusts created under this agreement shall be administered free from the active supervision of any court.³

B. The Qualified Beneficiary Designation.

With respect to distributions under the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement ("QBD"), the instrument provides:

The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for the benefit for whom the trust was created (hereinafter the "primary beneficiary") and the primary beneficiary's issue or to a trust for their benefit, so much of the income and/or principal of the Trust Estate, and at such time or times as Trustee shall deem appropriate for such distributees' health, support, maintenance, and education.⁴

Furthermore, the QBD contains spendthrift provisions that prohibit the requested distribution:

² Exhibit 1, Restatement of the Brunsting Family Living Trust, page 11-1.

³ Exhibit 1, Restatement of the Brunsting Family Living Trust, page 4-5.

⁴ Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, pages 7-8.

12082014:1418-P0050

[N]either the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary.⁵

The QBD stated purpose includes:

- (1) To protect trust assets and income from claims of and interference from third parties; and
- (2) To protect the beneficiary against claims of third parties.⁶

Finally, the QBD states:

It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution, or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will.⁷

C. Attorneys Fees are not "Health, Education, Maintenance and Support."

Under both the Brunsting Family Living Trust and the QBD, the distributions are: (1) subject to the sole and absolute discretion of the trustee; and (2) as the trustee deems advisable for the health, education, maintenance and support of a beneficiary. Carl's and Candace's attorneys' fees

⁵ Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, page 25.

⁶ Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, pages 5-6, ¶¶ 4 and 10.

⁷ Exhibit 2, Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement, page 25.

12082014:1418:PO051

sought in their motion are not for their health, education, maintenance and support.⁸ Accordingly, the requested distributions are not authorized by the trust.

D. The Requested Distributions Violate the Spendthrift Provisions.

The spendthrift provisions plainly state they are designed to prevent interference and claims of third parties. Candace's and Carl's attorneys are third parties. When the spendthrift provisions of the trust and the *in terrorem* provisions are analyzed together, it becomes abundantly clear that the trust was not intended to pay Candace's and Carl's attorneys fees in this case. Accordingly, the requested distributions are prohibited by the trust.

E. There is No Justiciable Case or Controversy with Respect to the Request Distribution.

In the case of *Di Portanova v. Monroe*, the First District Court of Appeals explained:

Under a discretionary trust, the beneficiary is entitled only to the income or principal that the trustee, in his discretion, shall distribute to the beneficiary. The beneficiary of a discretionary trust cannot compel the trustee to pay him or to apply for his use any part of the trust property, nor can a creditor of the beneficiary reach any part of the trust property until it is distributed to the beneficiary. A court cannot substitute its discretion for that of a trustee, and can interfere with the exercise of discretionary powers only in cases of fraud, misconduct, or clear abuse of discretion.

A court of equity has no right to interfere with and control, in any case, the exercise of a discretionary power, no matter in whom it may be vested; a corporate body or individuals, the aldermen of a city, the directors of a bank, a trustee, executor or guardian; and I add, that meaning and principle of the rule, and the limitations to which it is subject, are in all the cases to which it applies, exactly the same. The meaning and principle of the rule are, that the court will not substitute

⁸ Although defendant was unable to find a case directly on point, the case of *Tedder v. Gardner Aldrich, LLP*, 421 S.W.3d 651 (Tex. 2013) appears instructive. The Texas Supreme Court held that attorneys fees in a divorce proceeding were not "necessaries." Defendant recognizes that there is a difference between "necessaries" and the HEMS standard, but nevertheless believes the HEMS standard would not include plaintiffs legal fees in the case at bar.

12082014:1418:P0052

its own judgment for that of the party in whom the discretion is vested, and thus assume to itself a power which the law had given to another[.]

In the absence of evidence of mala fides, the courts are disinclined to interfere where the trustee has been given discretionary powers The court will refuse to review his decision in the absence of a showing that he did not exercise his discretion in good faith or that his decision was unreasonable; for the trustee in such case stands in the position of an arbitrator.⁹

The First District Court of Appeals ultimately held that the ultimate issue decided by the trial court did not present a justiciable controversy for the trial court to resolve because the issue should have been left to the Trustees' discretion.¹⁰

Here, Candace and Carl ask this Court to usurp the powers of the trustees and substitute the court's discretion for that of the trustees in violation of the trust. The Court has no jurisdiction to make such determination, because there is no justiciable controversy for the trial court to resolve. There is no allegations of fraud, misconduct, or clear abuse of discretion with respect to Candace's and Carl's request that the trust pay their attorneys' fees.¹¹ Even if Candace and Carl made such allegations, there is no evidence to support such allegations.

F. No Contest Clause - Carl and Candace May Not Have An Interest.

Both Carl and Candace appear to concede that they have violated the trust's *in terrorem* clause. Both filed a declaratory judgment action asking this Court to rule that the trust's *in terrorem* clause is overly broad, against public policy, and not capable of enforcement, but neither challenges

⁹ *Di Portanova v. Monroe*, 229 S.W.3d 324, 330-331 (Tex. App.–Houston [1st Dist.] 2006, pet. denied)(internal citations omitted).

¹⁰ *Id.* at 331.

¹¹ See Candace's Motion and Carl's Motion.

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that their acts to date violated the *in terrorem* clause.¹²

If it is determined that the trust's *in terrorem* clause is capable of enforcement, then Carl and Candace do not have an interest in the trust.

If Carl and Candace do not have an interest in the trust, then there is no right to a distribution. Thus, until the Court resolves the *in terrorem* clause issues, there cannot be distributions to Carl and Candace. Furthermore, even if the *in terrorem* clause issues are resolved in favor of Carl and Candace, the requested distributions cannot be made for the reasons discussed above.

III. Prayer

For these reasons, Defendant Anita Kay Brunsting prays that Candace's and Carl's motion for distribution of trust funds be denied and that Defendant Anita Kay Brunsting receive all other relief, general and special, legal and equitable, to which she or the trust may be entitled.

Respectfully submitted,

/s/ Brad Featherston

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Counsel for Anita Kay Brunsting
In Capacities at Issue

¹² Exhibit 3, Carl's First Amended Petition; Exhibit 4, Candace First Amended Petition.

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Certificate of Service

I certify that a true and correct copy of the foregoing instrument was served on the following:

Jason B. Ostrom
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O: 713-863-8891
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Attorney for Candace Louis Curtis

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Bayless@baylessstokes.com

Attorney for Carl Henry Brunsting,
Individually and as Independent Executor of
the Estate of Elmer H. Brunsting and
Nelva E Brunsting

Darlene Payne Smith
1401 McKinney, 17TH Floor
Houston, Texas 77010
O: 713-752-8640
F: 713-425-7945

Attorney for Carole Ann Brunsting

Amy Ruth Brunsting
2582 Country Ledge
New Braunfels, Texas 78132
Pro Se

via e-service or telefax on December 5, 2014, to Jason B. Ostrom, Bobbie G. Bayless, and Darlene Payne Smith, and by email to Amy Ruth Brunsting.

/s/ Brad Featherston

Bradley E. Featherston

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EXHIBIT 1

**THE RESTATEMENT OF
THE BRUNSTING FAMILY
LIVING TRUST**

Prepared By

Albert E. Vacek, Jr.

The Vacek Law Firm, PLLC

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**THE RESTATEMENT OF
THE BRUNSTING FAMILY LIVING TRUST**

Article I

Our Family Living Trust

Section A. The Restatement of Our Trust

This restatement of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 is made this day by ELMER HENRY BRUNSTING, also known as ELMER H. BRUNSTING, and wife, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, (together called "Founders") who presently reside in Harris County, Texas.

We now wish to restate that original trust agreement and any amendments thereto, in their entirety.

This restatement, dated January 12, 2005, shall replace and supersede our original trust agreement ad all prior amendments.

We shall serve together as the initial Trustees of this joint revocable living trust.

Notwithstanding anything in our trust declaration to the contrary, when we are serving as Trustees under our trust declaration, either of us may act for and conduct business on behalf of our trust as a Trustee without the consent of any other Trustee.

Section B. The Title of Our Trust

Although the name we have given to our trust for our own convenience is the BRUNSTING FAMILY LIVING TRUST, the full legal name of our trust for purposes of transferring assets into the trust, holding title to assets and conducting business for and on behalf of the trust, shall be known as:

ELMER H. BRUNSTING or NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996, as
amended.

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Our trust may also be known as:

ELMER H. BRUNSTING and NELVA E. BRUNSTING,
Trustees, or the successor Trustees, under the BRUNSTING
FAMILY LIVING TRUST dated October 10, 1996, as
amended.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

Section C. Our Beneficiaries and Family

This trust is created for the use and the benefit of ELMER H. BRUNSTING and NELVA E. BRUNSTING, and to the extent provided in this trust, for the other trust beneficiaries named herein.

The term "spouse" will refer to either of us, whichever is appropriate in context, and the term "both spouses" will mean both of us. The term "surviving spouse" or "surviving Founder" will identify the spouse who is living at the time of the other spouse's death (the "deceased spouse" or "deceased Founder").

For reference, our children are:

<u>Name</u>	<u>Birth Date</u>
CANDACE LOUISE CURTIS	private
CAROL ANN BRUNSTING	private
CARL HENRY BRUNSTING	
AMY RUTH TSCHIRHART	
ANITA KAY RILEY	

All references to our children or to our descendants are to these named children, as well as any children subsequently born to us or legally adopted by us.

The terms "trust beneficiary" or "beneficiary" will also mean any and all persons, organizations, trusts and entities who may have or may acquire a beneficial interest in this trust, whether vested or contingent in nature, including a transfer of an interest in the trust

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during our lives, from either of us, or both, or from an exercise of a power of appointment by a trust beneficiary or otherwise.

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Article II

Transfers of Assets to Our Trust

Section A. Our Initial Contribution

We have delivered to our Trustees certain property as the initial assets of this trust, the receipt of which is acknowledged.

Section B. Additions to Our Trust

Any person, trust or entity may add property of any character to this trust by a last will and testament, from another trust (regardless of whether such trust is a living trust or a trust contained in a Will), by a deed or any other legally accepted method of assignment, conveyance, delivery or transfer, subject only to the acceptance of such property or asset by the Trustee.

Section C. Our Separate and Community Accounts

Any contributions of separate property to the trust by, or for the benefit of, either Founder shall remain the separate property of such Founder. A separate schedule signed by both of the Founders may be maintained for purposes of identifying such separate property and its ownership.

Each of us may withdraw, remove, sell or otherwise deal with our respective separate property interests without any restrictions. Should we revoke our trust, all separate property shall be transferred, assigned, or conveyed back to the owning Founder as his or her respective separate property.

All community property, as well as the income from and proceeds of such community property, shall retain its community property characterization under the law unless we change such characterization by virtue of a duly executed marital partition agreement.

All community property withdrawn or removed from our trust shall retain its community characterization. Should we revoke our trust, all community property shall be transferred, assigned or conveyed back to us as community property.

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Article III

Our Right to Amend or Revoke This Trust

Section A. We May Revoke Our Trust

While we are both living, either of us may revoke our trust. However, this trust will become irrevocable upon the death of either of us. Any Trustee, who is serving in such capacity, may document the non-revocation of the trust with an affidavit setting forth that the trust remains in full force and effect.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence that the trust remains in full force and effect.

Section B. We May Amend Our Trust

This trust declaration may be amended by us in whole or in part in a writing signed by both of us for so long as we both shall live. Except as to a change of trust situs, when one of us dies, this trust shall not be subject to amendment, except by a court of competent jurisdiction.

Each of us may provide for a different disposition of our share in the trust by using a qualified beneficiary designation, as we define that term in this agreement, and the qualified beneficiary designation will be considered an amendment to this trust as to that Founder's share or interest alone.

Section C. Income Tax Matters

For so long as this trust remains subject to amendment or revocation in its entirety, and for so long as a Founder is a Trustee of the trust, this trust will be treated for income tax reporting purposes as a "grantor trust" as that term is used by the Internal Revenue Service, particularly in Treasury Regulation Section 1.671-4(b).

For so long as a Founder is a Trustee of the trust, the tax identification numbers will be the social security numbers of the Founders and all items of income, gain, loss, credit and

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deduction are to be reported on the Founders' individual or joint income tax returns. At such time as the trust becomes irrevocable, in whole or in part, because of the death of one of us, the trust is to be treated for income tax purposes as required by Subchapter J of the Internal Revenue Code.

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Article IV

Our Trustees

Section A. Original Trustees

Founders appoint ELMER H. BRUNSTING and NELVA E. BRUNSTING as the original Trustees of this trust. However, either of us may conduct business and act on behalf of this trust without the consent or authority of any other Trustee. Any third party may conclusively rely on the authority of either of us without the joinder of the other.

Section B. Our Successor Trustees

Each of the original Trustees will have the right to appoint their own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any reason, and may specify any conditions upon succession and service as may be permitted by law. Such appointment, together with any specified conditions, must be in writing.

If an original Trustee does not appoint a successor, the remaining original Trustee or Trustees then serving will continue to serve alone.

If both of the original Trustees fail or cease to serve by reason of death, disability or for any reason without having appointed a successor or successors, then the following individuals will serve as Co-Trustees:

CARL HENRY BRUNSTING and ~~AMY RUTH TSCHIRHART~~

If a successor Co-Trustee should fail or cease to serve by reason of death, disability or for any other reason, then CANDACE LOUISE CURTIS shall serve as Co-Trustee in his or her place, with the remaining Co-Trustee then serving. However, if there is only one successor Co-Trustee able or willing to serve, such successor Co-Trustee shall serve alone.

Successor Trustees will have the authority vested in the original Trustees under this trust document, subject to any lawful limitations or qualifications upon the service of a successor imposed by any Trustee in a written document appointing a successor.

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A successor Trustee will not be obliged to examine the records, accounts and acts of the previous Trustee or Trustees, nor will a successor Trustee in any way or manner be responsible for any act or omission to act on the part of any previous Trustee.

Section C. No Bond is Required of Our Trustees

No one serving as Trustee will be required to furnish a fiduciary bond as a prerequisite to service.

Section D. Resignation or Removal of Our Trustees

We may each remove any Trustee we may have individually named as our respective successors. Any appointee serving or entitled to serve as Trustee may resign at any time and without cause, and the instructions in this trust will determine who the successor will be. All removals or resignations must be in writing.

In the event that no Trustee is remaining who has been designated in this trust, a majority of all adult income beneficiaries and the legal guardians of all minor or disabled beneficiaries of the trust shares created hereunder shall have the power to appoint any corporate or banking institution having trust powers as the successor Trustee. Such power shall be exercised in a written instrument in recordable form which identifies this power, identifies the successor Trustee, contains an acceptance of office by such successor Trustee and identifies the effective time and date of such succession.

A majority of all adult beneficiaries and the legal guardians of all minor or disabled beneficiaries who are then entitled to receive distributions of income from the trust, or distributions of income from any separate trust created by this document, may only remove any corporate or institutional Trustee then serving, the notice of removal to be delivered in writing to the said Trustee.

If such beneficiaries shall fail to appoint a successor corporate or institutional Trustee, the selection of a successor to the Trustee will be made by a court of competent jurisdiction.

Section E. Affidavit of Authority to Act

Any person or entity dealing with the trust may rely upon our Affidavit of Trust, regardless of its form, or the affidavit of a Trustee or Trustees in substantially the following form:

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On my oath, and under the penalties of perjury, I swear that I am the duly appointed and authorized Trustee of the BRUNSTING FAMILY LIVING TRUST. I certify that the trust has not been revoked and remains in full force and effect, I have not been removed as Trustee and I have the authority to act for, and bind, the BRUNSTING FAMILY LIVING TRUST in the transaction of the business for which this affidavit is given as affirmation of my authority.

Signature Line

Sworn, subscribed and acknowledged before me, the undersigned authority, on this the ____ day of _____, 20____.

Notary Public - State of Texas

Section F. Documentary Succession of Our Trustees

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee is unwilling to serve or has failed or ceased to serve due to death or disability and the successor has assumed the duties of the Trustee.

The affidavit may, at the Trustee's discretion, be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

Section G. Our Trustees' Compensation

Any person who serves as Trustee may elect to receive reasonable compensation to be measured by the time required in the administration of the trust and the responsibility assumed in the discharge of the duties of office.

A corporate or bank Trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for trusts of a similar size and nature and additional compensation for extraordinary services performed by the corporate Trustee.

If an attorney, accountant or other professional shall be selected as Trustee, such professional shall be entitled to compensation for professional services rendered to a trust by himself or by a member of his firm in addition to compensation for services as Trustee.

A Trustee will be entitled to full reimbursement for expenses, costs or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

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Section H. Multiple Trustees

In the event there are two or more Trustees serving the trust, other than the Founders, the authority vested in such Trustees must be exercised by a majority of the Trustees. If only two Trustees are acting, the concurrence or joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

Section I. Delegation of Authority

Any Trustee may delegate to any other Trustee named in our trust the powers and authority vested in him or her by this declaration. A delegating Trustee may evidence such delegation in writing and may revoke it in writing at any time.

Section J. Successor Corporate Trustees

Any successor corporate or bank Trustee must be a United States bank or trust company vested with trust powers pursuant to state or federal law, and must have a combined capital and surplus of 20 million dollars.

Any bank or trust company succeeding to the business of any corporate or bank Trustee serving by virtue of this declaration because of change of name, reorganization, merger or any other reason shall immediately succeed as Trustee of this trust, without the necessity of court intervention or any other action whatsoever.

Section K. Partial and Final Distributions

The Trustee, in making or preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Trustee; a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the Trustee in the management, investment, retention and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Trustee, to include the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority or other claimant.

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Section L. Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by our Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

Section M. Health Insurance Portability and Accountability Act (HIPAA) of 1996 Compliance

In order to maintain the integrity of this trust declaration and to meet our estate planning desires and goals, our Trustees shall comply with the directive set forth in this Section to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this Trust Agreement, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in this Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and

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deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

2. Obtain the Release of Protected Health Information

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founders' physical or mental health, including, but not limited to, protected health and medical information, and to consent to their release or disclosure. Each of the Founders have separately signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this trust agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

3. Determination of "Incompetence" or "Incapacity"

For purposes of this Trust, and notwithstanding any other conflicting provisions contained in this Trust Declaration or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or

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estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founders, the Founders hereby voluntarily waive any physician-patient privilege or psychiatrist-patient privilege and authorize physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founders' desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or

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such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under this Trust Agreement (if any), or if there is no such Trust Protector provided under this Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event this Trust Declaration does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of this trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

Each of the Founders have separately signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of this trust agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, each of the Founders hereby grant the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the trust agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

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Article V

Insurance Policies and Retirement Plans

Section A. Our Authority While We Are Living

To the extent of a Founder's community or separate interest in insurance policies, retirement plans or any other third party beneficiary contract, during the life of a Founder, each shall have the following rights, and the Trustee of this trust declaration shall have the following duties with respect to any third party beneficiary contract owned by or made payable to this trust.

1. The Founder's Rights

Each Founder reserves all of the rights, powers, options and privileges with respect to any insurance policy, retirement plan or any other third party beneficiary contract made payable to this trust or deposited with our Trustee. Each Founder may exercise any of the rights, powers, options and privileges with respect to such third party beneficiary contract without the approval of our Trustee or any beneficiary.

Neither Founder shall be obligated to maintain any insurance policy, retirement plan or any other third party beneficiary contract in force.

2. Our Trustee's Obligations

Upon a Founder's written request, our Trustee shall deliver to the requesting Founder or the Founder's designee any and all third party beneficiary contracts and related documents which are owned by or deposited with our Trustee pursuant to our trust declaration. Our Trustee shall not be obligated to have any of such documents returned to the Trustee.

Our Trustee shall provide for the safekeeping of any third party beneficiary contract, as well as any documents related thereto, which are deposited with our Trustee. Otherwise, our Trustee shall have no obligation with respect to any third party beneficiary contract, including payment of sums due and payable under such contracts, other than those obligations set forth in this Article.

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Section B. Upon the Death of a Founder

Upon a Founder's death, our Trustee shall have authority to and shall make all appropriate elections with respect to any insurance policies, retirement plans and other death benefits which are the separate estate of the deceased Founder. With respect to any insurance policies, retirement plans and other death benefits which are a part of the community estate, our Trustee and the surviving Founder shall have the authority and shall make all appropriate elections consistent with the laws of the state having jurisdiction over such property.

1. Collection of Non-Retirement Death Proceeds

Regarding any life insurance policy, or any other non-retirement death benefit plan, wherein death benefits are made payable to or are owned by our trust, our Trustee shall make every reasonable effort to collect any and all such sums. In collecting such sums, our Trustee may, in its sole and absolute discretion, exercise any settlement option available under the terms of a policy or any other third party beneficiary contract with regard to the interest of the deceased Founder in those policies or death benefit proceeds. However, our Trustee shall not be liable to any beneficiary for the settlement option ultimately selected.

2. Retirement Plan Elections

To the extent of the interest of the deceased Founder, our Trustee shall have the right, in its sole and absolute discretion, to elect to receive any retirement plan death proceeds either in a lump sum or in any other manner permitted by the terms of the particular retirement plan. Such right shall exist and pertain to any retirement plan including, but not limited to, any qualified pension plan, profit sharing plan, Keogh plan and individual retirement account. Our Trustee shall not be liable to any beneficiary for the death benefit election ultimately selected.

Any benefit of any retirement plan which is payable to our trust, including individual retirement accounts that are payable to our trust, may be disclaimed by our Trustee in its sole and absolute discretion. Such disclaimed benefits shall be payable in accordance with such plan.

3. Collection Proceedings

In order to enforce the payment of any death proceeds, our Trustee may institute any legal, equitable, administrative or other proceeding. However, our Trustee need not take any action to enforce any payment until our Trustee,

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in its sole judgment, has been indemnified to its satisfaction for all expenses and liabilities to which it may be subjected.

Our Trustee is expressly authorized, in its sole and absolute discretion, to adjust, settle and compromise any and all claims that may arise from the collection of any death proceeds. Any decision made by our Trustee pursuant to this Section B.3 shall be binding and conclusive on all beneficiaries.

4. Payor's Liability

Any person or entity which pays any type of death proceeds to our Trustee as beneficiary, shall not be required to inquire into any of the provisions of this trust declaration, nor will they be required to see to the application of any such proceeds by our Trustee. Our Trustee's receipt of death proceeds shall relieve the payor of any further liability as a result of making such payment.

Section C. Special Provisions Pertaining to Tax-Deferred Trust Assets

Since the Founders anticipate that tax-deferred plans such as 401(k) plans, IRA's, SEP's and similar retirement plans and tax-deferred accounts might name this trust as the designated beneficiary in the event of the death of the Founders, the following provisions will hereby apply in all respects with regard to the assets and proceeds of such plans, notwithstanding that other provisions in this Agreement are in conflict with the following provisions:

1. Minimum Distribution

It is the purpose and intent of the Founders that this trust will qualify as a "designated beneficiary" pursuant to Section 401(a)(9) of the Internal Revenue Code and the term "Minimum Required Distribution" shall mean such mandatory distributions as are required to qualify this trust pursuant to the said Section 401(a)(9) of the Internal Revenue Code.

2. Distribution Restrictions

Notwithstanding any other provision in this trust declaration, and except as provided in this Article, the Trustee may not distribute to or for the benefit of the estate of either Founder, any charity or any other non-individual beneficiary, any benefits payable to this trust under any qualified retirement plan, individual retirement account or other retirement arrangement subject to the "Minimum Required Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code, or other comparable provisions of law. It is the intent

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of the Founders that all such retirement benefits be distributed to or held only for individual beneficiaries within the meaning of Section 401(a)(9) and applicable regulations. This paragraph shall not apply to any charitable bequest which is specifically directed to be funded with assets other than those encompassed by this provision.

3. Exclusion of Older Adopted "Descendants"

Notwithstanding any other provision hereof or state law, the class of the Founders' (or any other persons) "issue" or "descendants" shall not include an individual who is the Founders' (or such persons) "issue" or "descendants" by virtue of legal adoption if such individual (i) was so adopted after the Required Beginning Date of a Founder or a Founder's death, whichever occurs first, and (ii) is older than the oldest beneficiary of this trust who was a living member of said class on the earlier of said dates. The "Required Beginning Date," for purposes of this paragraph means April 1 of the year following the year in which the plan participant reaches 70½, or, if later, the date on which this trust is first named as a beneficiary of any retirement plan, benefit or arrangement subject to the "Minimum Distribution Rules" of Section 401(a)(9) of the Internal Revenue Code. The said Section 401(a)(9) of the Internal Revenue Code is incorporated by reference in this trust declaration for all purposes, together with applicable treasury regulations pertaining thereto.

4. Payment of Estate Taxes of Plan Participant

Except as required by state law, the trustee shall not use any plan benefits to pay a plan participant's estate taxes.

5. Delivery of Trust to Plan Administrator

If the Founders have not previously done so, the Trustee shall deliver a copy of this trust declaration to any plan administrator within the time limits required by applicable statute, as well as final and proposed treasury regulations.

6. Distribution to the Beneficiaries

Notwithstanding any other provision contained in this trust declaration to the contrary, the Trustee shall withdraw from the individual retirement account or other retirement plan payable to the trust, and distribute directly to the beneficiaries named herein, each year, the Minimum Required Distribution for such year based on the oldest beneficiary's life expectancy. After the death

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of a beneficiary, the Trustee shall pay income of the trust and such Minimum Required Distribution to the descendants of such deceased or remainder beneficiary, as specified in Article X of this trust declaration.

7. Distribution of More Than the Minimum Distribution

The Trustee is authorized in its sole and absolute discretion, to distribute to the beneficiary and contingent beneficiaries more than the Minimum Required Distribution if deemed necessary and appropriate prior to the mandatory distributions of trust assets provided in Article X of this trust declaration.

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Article VI

For So Long As We Both Shall Live

Section A. Our Use of Income and Assets

While we are both living, the net income of the trust is to be paid at least monthly to us, or to be used for our benefit. Any unused income will be accumulated and added to the principal assets of this trust.

While we are both living, we shall have the absolute right, either individually or jointly, to add to the trust property at any time.

While we are both living, we shall each have the right to withdraw, use or benefit from all or any part of our own separate property and our respective interests in any community property. However, the surviving spouse will be entitled to the use and benefit of the deceased spouse's interest as provided in this trust declaration.

Either of us, individually, may make gifts of our separate property contributed to the trust or may make gifts of our interests or shares in the trust itself to the extent permitted by law, including our community property interests. Neither of us shall have the power to direct our Trustee to make gifts of any trust principal or income. If any such gift is made directly to a third party, such gift shall be deemed to have first been distributed directly to either or both of us and then distributed as a gift from either or both of us to such third party.

Section B. If One or Both of Us Are Disabled

If one or both of us should become disabled, our Trustee shall provide to both of us, and to any person deemed by our Trustee to be dependent on either or both of us, such portions of income and principal from each of our respective interests in separate property and from our respective one-half interests in our community property, as deemed necessary or advisable in its sole discretion, for our health, education, maintenance and support, as well as for the health, education, maintenance and support of any person deemed by our Trustee to be dependent on either or both of us.

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Our Trustee's discretion may include the payment of insurance premiums pursuant to contracts for insurance owned by one of us or by our trust. Premiums paid on a separate property policy shall be paid out of separate property funds of the owner of that policy.

During any period that one or both of us are disabled, it is the intention of each of us that we be cared for in our residence or in the private residence of another who is dear to us. It is our preference that neither of us be admitted to a convalescent care facility or similar facility unless our condition mandates such placement.

Valid obligations of either of us which are confirmed by our Trustee shall be provided for by our Trustee from such portions of income and principal from each of our separate property accounts and from our respective one-half interests in our community accounts, as deemed necessary or advisable in our Trustee's sole discretion.

If, prior to the disability of either one or both of us, one or both of us were making regular lifetime gifts to our children for purposes of estate tax planning, then our Trustee shall continue such gifting program to our children; provided, however, no such gifts shall be made until our support and obligations have been provided for.

Section C. Income Tax Matters

If any interest or share in the trust is irrevocable for so long as one or both of us are living, and if the Trustee of the trust is classified as subordinate or related to either of us, the distribution of trust corpus to the beneficiary of an irrevocable share, to the extent of his or her share or interest alone, will be limited to discretionary distributions necessary or appropriate to provide for the beneficiary's health, education, maintenance and support, and this standard shall be construed and limited according to the requirements of Section 674(b)(5)(A) of the Internal Revenue Code.

Section D. Residence Homestead

Pursuant to Section 11.13 of the Texas Property Tax Code, a qualifying trust may claim the statutory homestead exemption provided by the said Texas Property Tax Code as well as other provisions of Texas law. In order to comply with the said Texas Property Tax Code provisions, the Founders hereby agree as follows:

1. Our residence shall be owned by us through a beneficial interest in this qualifying trust;
2. Our residence shall be designed or adapted for human residence;

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3. Such property shall at all times be used as our residence;
4. Such property will be occupied by us as Founders or Trustors of this trust as a result of our beneficial interest in this qualifying trust;
5. By separate deed of our residential property, we have conveyed our interest in such real property to this qualifying trust and are therefore qualified as "Trustors" pursuant to the said Code;
6. This revocable intervivos trust is a "Qualifying Trust" in that we specifically provide that as Trustors of the trust we have the right to use and occupy as our principal residence the residential property rent free and without charge except for taxes and other costs and expenses which may be specified in this instrument. Such right to use and occupation shall be for life or until the date the trust is revoked or terminated by an instrument that describes the property with sufficient certainty to identify it and is recorded in the real property records of the county in which the property is located; and
7. This trust has acquired the property in an instrument of title that
 - a. describes the property with sufficient certainty to identify it and the interest acquired;
 - b. is recorded in the real property records of the county in which the property is located; and
 - c. is executed by one or both of us as Trustors or by our personal representatives.

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Article VII
Upon the Death of One of Us

Section A. Settlement of Affairs

Upon the death of the first Founder to die, our Trustee is authorized, but not directed, to pay the following expenses, claims and liabilities which are attributable to the first Founder to die:

- Funeral, burial and expenses of last illness
- Statutory or court-ordered allowances for qualifying family members
- Expenses of administration of the estate
- Legally enforceable claims against the deceased Founder or the deceased Founder's estate
- Taxes occasioned by death

Any payment authorized above is discretionary. No claim or right to payment may be enforced against this trust by virtue of such discretionary authority.

1. Deceased Founder's Probate Estate

Payments authorized under this Section shall be paid only to the extent that the probate assets (other than real estate, tangible personal property or property that, in our Trustee's judgment, is not readily marketable) are insufficient to make these payments. However, if our trust holds United States Treasury Bonds which are eligible for redemption at par in payment of the federal estate tax, our Trustee shall redeem such bonds to the extent necessary to pay federal estate tax as a result of a death.

Payments authorized under this Section may be made by our Trustee, in its sole and absolute discretion, either directly to the appropriate persons or institutions or to the personal representative of the deceased Founder's probate estate. If our Trustee makes payments directly to the personal representative

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of the deceased Founder's probate estate, our Trustee shall not have any duty to see to the application of such payments. Any written statement of the deceased Founder's personal representative regarding material facts relating to these payments may be relied upon by our Trustee.

As an addition to our trust, our Trustee is authorized to purchase and retain in the form received any property which is a part of the deceased Founder's probate estate. In addition, our Trustee may make loans to the deceased Founder's probate estate with or without security. Our Trustee shall not be liable for any loss suffered by our trust as a result of the exercise of the powers granted in this paragraph.

Our Trustee shall be under no obligation to examine the records or accounts of the personal representative of the deceased Founder's probate estate and is authorized to accept distributions from the personal representative of the deceased Founder's probate estate without audit.

2. Exempt Property Excluded

Our Trustee shall not use any property in making any payments pursuant to this Section to the extent that such property is not included in the deceased Founder's gross estate for federal estate tax purposes. However, if our Trustee makes the determination, in its sole and absolute discretion, that other non-exempt property is not available for payments authorized under this Section, it may then use such exempt property where it is not economically prudent to use non-exempt property for the payment of such expenses.

3. Apportionment of Payments

Except as otherwise specifically provided in this trust declaration, all expenses and claims, and all estate, inheritance and death taxes, excluding any generation-skipping transfer tax, resulting from the death of a Founder shall be paid without apportionment and without reimbursement from any person.

Notwithstanding anything to the contrary in our trust, no death taxes payable as a result of the death of the first Founder to die shall be allocated to or paid from the Survivor's Trust or from any assets passing to the surviving Founder and qualifying for the federal estate tax marital deduction unless our Trustee has first used all other assets available to our Trustee.

Notwithstanding anything to the contrary in our trust declaration, estate, inheritance and death taxes assessed with regard to property passing outside

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of our trust or outside of our probate estates, but included in the gross estate of a Founder for federal estate tax purposes, shall be chargeable against the persons receiving such property.

Section B. Division and Distribution of Trust Property

Our Trustee shall divide the remaining trust property into two separate trusts upon the death of the first one of us to die. The resulting trusts shall be known as the Survivor's Trust and the Decedent's Trust.

1. Creation of the Survivor's Trust

The Survivor's Trust shall consist of the surviving Founder's interest in the community portion of the trust property, if any, and his or her separate portion of the trust property. In addition, the Survivor's Trust shall be the fractional share of the deceased Founder's trust property as follows:

a. Numerator of the Fractional Share

The numerator of the fractional share shall be the smallest amount which, if allowed as a marital deduction, would result in the least possible federal estate tax being payable as a result of the deceased Founder's death, after allowing for the unified credit against federal estate tax (after taking into account adjusted taxable gifts, if any) as finally determined for federal estate tax purposes, and the credit for state death taxes (but only to the extent that the use of this credit does not require an increase in the state death taxes paid).

The numerator shall be reduced by the value, for federal estate tax purposes, of any interest in property that qualifies for the federal estate tax marital deduction and which passes or has passed from the deceased Founder to the surviving Founder other than under this Article.

b. Denominator of the Fractional Share

The denominator of the fractional share shall consist of the value, as finally determined for federal estate tax purposes, of all of the deceased Founder's trust property under this agreement.

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2. Creation of the Decedent's Trust

The Decedent's Trust shall consist of the balance of the trust property.

Section C. Valuation of Property Distributed to the Survivor's Trust

Our Trustee shall use those values as finally determined for federal estate tax purposes in making any computation which is necessary to determine the amount distributed to the Survivor's Trust. On the dates of distribution, the fair market value of all of the deceased Founder's property shall in no event be less than the amount of the Survivor's Trust as finally determined for federal estate tax purposes.

Section D. Conversion of Nonproductive Property

The surviving Founder shall at any time have the absolute right to compel our Trustee to convert nonproductive property held as an asset of the Survivor's Trust to productive property. Such right exists notwithstanding any contrary term in this agreement. The surviving Founder shall exercise this right by directing our Trustee in writing to convert such property.

Section E. Survivor's Right to Refuse Property or Powers Granted

With respect to property passing to the surviving Founder or for the surviving Founder's benefit, any portion of any interest in such property or power may be disclaimed by the surviving Founder within the time and under the conditions permitted by law with regard to disclaimers.

Any interest disclaimed by the surviving Founder with respect to any portion of the Survivor's Trust shall be added to the Decedent's Trust. Any interest disclaimed by the surviving Founder with respect to any portion of the Decedent's Trust shall be disposed of under the appropriate provisions of this agreement as though the surviving Founder had predeceased the first Founder to die.

Any disclaimer exercised must be an irrevocable and unqualified refusal to accept any portion of such interest in the property or power disclaimed. Such disclaimer must be delivered to our Trustee in writing.

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Section F. Allocation of Trust Property

Subject to the conditions of Section B.1 of this Article, our Trustee shall have the complete authority to make allocations of the deceased Founder's trust property between the Survivor's and Decedent's Trusts.

Our Trustee may make allocations in cash or its equivalent, in kind, in undivided interests, or in any proportion thereof between the two trusts. Our Trustee may also, in its sole discretion, allocate such assets in kind based on the date of distribution values, rather than an undivided interest in each and every asset.

Our Trustee shall not allocate any property or assets, or proceeds from such property or assets, to the Survivor's Trust which would not qualify for the federal estate tax marital deduction in the deceased Founder's estate.

Our Trustee shall not allocate any policies of life insurance insuring the life of the surviving Founder to the Survivor's Trust that are the sole and separate property of the deceased Founder.

To the extent that there are insufficient assets qualifying for the marital deduction to fully fund this Survivor's Trust, the amount of the funding to the Survivor's Trust shall be reduced accordingly.

Our Trustee shall consider the tax consequences of allocating property subject to foreign death tax, property on which a tax credit is available, or property which is income in respect of a decedent under applicable tax laws prior to allocating the deceased Founder's property to the Survivor's Trust.

Section G. Distributions from Retirement Plan to the Survivor's Trust

If Retirement Plan distributions are included in the Survivor's Trust, or in any Survivor's Trust Share, our Trustee shall comply with the following guidelines.

1. Form of Distribution

Our Trustee may elect to receive distributions from any pension, profit sharing, individual retirement account, or other retirement plan ("Retirement Plan") for which our Trust, or any subtrust provided for herein, is named as beneficiary, in installments or in a lump sum.

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2. Income Requirement

Our Trustee shall elect to receive distributions from a Retirement Plan payable to the Survivor's Trust or any Survivor's Trust Share in compliance with the minimum distribution rules of the Internal Revenue Code if applicable and also so that at least all income earned by the Retirement Plan each calendar year is distributed to the Trust and allocated to trust income during the year. If distributions from the Retirement Plan total less than all income earned by the Retirement Plan for a calendar year, our Trustee shall demand additional distributions equal to at least the shortfall so that the surviving Founder will receive all income earned by the Retirement Plan at least annually. The surviving Founder shall have full power, in such surviving Founder's discretion, to compel our Trustee to demand such distributions and to compel the Retirement Plan Trustee to convert any nonproductive property to productive property.

3. Retirement Plan Expenses

In calculating "all income earned by the Retirement Plan," our Trustee shall allocate all Retirement Plan expenses, including income taxes and Trustee's fees, that are attributable to principal distributions so that all income distributions from the Retirement Plan are not reduced.

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Article VIII

Administration of the Survivor's Trust

Section A. Creation of Two Survivor's Shares

The property passing to the Survivor's Trust shall be divided into two shares. Both shares shall collectively constitute the Survivor's Trust.

1. Survivor's Share One

Our Trustee shall allocate all of the surviving Founder's separate portion of the trust property and all of the surviving Founder's community portion of the trust property, if any, to Survivor's Share One.

2. Survivor's Share Two

Survivor's Share Two shall consist of the balance, if any, of the property passing to the Survivor's Trust.

If any allocation under this Article results only in the funding of Survivor's Share One, our Trustee shall administer this agreement as if Survivor's Share Two did not exist. The funding of Survivor's Share One, when Survivor's Share Two does not exist, shall be referred to only as the Survivor's Trust and no designation shall be necessary.

Separate accounts shall be maintained for Survivor's Share One and Survivor's Share Two. Our Trustee may, however, hold the separate shares as a common fund for administrative convenience.

Section B. Administration of Survivor's Share One

Our Trustee shall administer Survivor's Share One for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share One.

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2. The Surviving Founder's Right to Withdraw Principal

Our Trustee shall pay to or apply for the surviving Founder's benefit such amounts from the principal of Survivor's Share One as the surviving Founder may at any time request in writing.

No limitation shall be placed on the surviving Founder as to either the amount of or reason for such invasion of principal.

3. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share One as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the surviving Founder's education, health, maintenance, and support.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

4. The Surviving Founder's General Power of Appointment

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, the entire principal and any accrued and undistributed net income of Survivor's Share One as it exists at the surviving Founder's death. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

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Section C. Administration of Survivor's Share Two

Our Trustee shall administer Survivor's Share Two for the surviving Founder's benefit as follows:

1. The Surviving Founder's Right to Income

Our Trustee shall pay to or apply for the surviving Founder's benefit, at least monthly during the surviving Founder's lifetime, all of the net income from Survivor's Share Two.

The surviving Founder shall have the unlimited and unrestricted general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, any accrued and undistributed net income of Survivor's Share Two. In exercising this general power of appointment, the surviving Founder shall specifically refer to this power.

The surviving Founder shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to the surviving Founder the right to appoint property to the surviving Founder's own estate. It also specifically grants to the surviving Founder the right to appoint the property among persons, corporations, or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as the surviving Founder may elect.

2. Principal Distributions in Our Trustee's Discretion

Our Trustee may also distribute to or for the surviving Founder's benefit as much of the principal of Survivor's Share Two as our Trustee, in its sole and absolute discretion, shall consider necessary or advisable for the education, health, maintenance, and support of the surviving Founder.

Our Trustee shall take into consideration, to the extent that our Trustee deems advisable, any income or resources of the surviving Founder which are outside of the trust and are known to our Trustee.

It is our desire, to the extent that it is economically prudent, that principal distributions be made from Survivor's Share One until it is exhausted, and only thereafter from the principal of Survivor's Share Two.

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3. The Surviving Founder's Limited Testamentary Power of Appointment

The surviving Founder shall have the limited testamentary power to appoint to or for the benefit of our descendants, either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of the principal of Survivor's Share Two as it exists at the surviving Founder's death.

The surviving Founder may make distributions among our descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as the surviving Founder shall determine.

This power shall not be exercised in favor of the surviving Founder's estate, the creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder.

Section D. Administration of Both Survivor's Shares at Surviving Founder's Death

Both Survivor's Share One and Survivor's Share Two shall terminate at the surviving Founder's death. Our Trustee shall administer the unappointed balance or remainder of both shares as follows:

1. The Surviving Founder's Final Expenses

Our Trustee may, in its sole and absolute discretion, pay for the following expenses:

Expenses of the last illness, funeral, and burial of the surviving Founder.

Legally enforceable claims against the surviving Founder or the surviving Founder's estate.

Expenses of administering the surviving Founder's estate.

Any inheritance, estate, or other death taxes payable by reason of the surviving Founder's death, together with interest and penalties thereon.

Statutory or court-ordered allowances for qualifying family members.

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The payments authorized under this Section are discretionary, and no claims or right to payment by third parties may be enforced against the trust by virtue of such discretionary authority.

Our Trustee shall be indemnified from the trust property for any damages sustained by our Trustee as a result of its exercising, in good faith, the authority granted it under this Section.

It is our desire that, to the extent possible, any payments authorized under this Section be paid from the surviving Founder's probate estate before any payments are made pursuant to this Section.

2. Redemption of Treasury Bonds

If the Survivor's Trust holds United States Treasury Bonds eligible for redemption in payment of the federal estate tax, our Trustee shall redeem the bonds to the extent necessary to pay any federal estate tax due by reason of the surviving Founder's death.

3. Coordination with the Personal Representative

This Paragraph shall be utilized to help facilitate the coordination between the personal representative of the surviving Founder's probate estate and our Trustee with respect to any property owned by the surviving Founder outside of this trust agreement at the surviving Founder's death.

a. Authorized Payments

Our Trustee, in its sole and absolute discretion, may elect to pay the payments authorized under this Section either directly to the appropriate persons or institutions or to the surviving Founder's personal representative.

Our Trustee may rely upon the written statements of the surviving Founder's personal representative as to all material facts relating to these payments; our Trustee shall not have any duty to see to the application of such payments.

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b. Purchase of Assets and Loans

Our Trustee is authorized to purchase and retain in the form received, as an addition to the trust, any property which is a part of the surviving Founder's probate estate. In addition, our Trustee may make loans, with or without security, to the surviving Founder's probate estate. Our Trustee shall not be liable for any loss suffered by the trust as a result of the exercise of the powers granted in this paragraph.

c. Distributions from the Personal Representative

Our Trustee is authorized to accept distributions from the surviving Founder's personal representative without audit and our Trustee shall be under no obligation to examine the records or accounts of the personal representative.

4. Trustee's Authority to Make Tax Elections

Our Trustee may exercise any available elections with regard to state or federal income, inheritance, estate, succession, or gift tax law.

a. Alternate Valuation Date

The authority granted our Trustee in this Paragraph includes the right to elect any alternate valuation date for federal estate or state estate or inheritance tax purposes.

b. Deduction of Administration Expenses

The authority granted our Trustee in this Paragraph shall include the right to elect whether all or any parts of the administration expenses of the surviving Founder's estate are to be used as estate tax deductions or income tax deductions.

No compensating adjustments need be made between income and principal as a result of such elections unless our Trustee, in its sole and absolute discretion, shall determine otherwise, or unless required by law.

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c. Taxes and Returns

Our Trustee may also sign tax returns; pay any taxes, interest, or penalties with regard to taxes; and apply for and collect tax refunds and interest thereon.

Section E. Subsequent Administration of the Survivor's Trust

The unappointed balance or remainder of Survivor's Share One and Survivor's Share Two shall be administered as provided in Article X.

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Article IX

Administration of the Decedent's Trust

Section A. Use of Income and Principal

During the lifetime of the surviving Founder, our Trustee shall pay to or apply for the benefit of the surviving Founder all net income and such portions of principal from the Decedent's Trust according to the following guidelines:

1. **NET INCOME** shall be paid in convenient installments, at least monthly.
2. **PRINCIPAL**
 - a. The surviving Founder shall have the noncumulative right to withdraw in any calendar year amounts not to exceed \$5,000.00.
 - b. In addition, on the last day of any calendar year, the surviving Founder may withdraw an amount by which five percent (5%) of the then market value of the principal of the Decedent's Trust exceeds principal amounts previously withdrawn in that year pursuant to Section A.2.a. of this Article.
 - c. Our Trustee may also distribute any amount of principal deemed necessary, in our Trustee's sole and absolute discretion, for the health, education, maintenance and support of the surviving Founder and our descendants.

Section B. Guidelines for All Distributions

At all times, our Trustee shall give primary consideration to the surviving Founder's health, education, maintenance and support, and thereafter to our descendant's health, education, maintenance and support.

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If the surviving Founder has the power to remove a Trustee of the Decedent's Trust, our Trustee shall not distribute any of the principal of the Decedent's Trust that would in any manner discharge the surviving Founder's legal obligation to a beneficiary of the Decedent's Trust. If the surviving Founder is disabled, our Trustee shall ignore this restriction during the period of the surviving Founder's disability, and the surviving Founder shall not have the power to remove a Trustee of the Decedent's Trust.

Section C. Guidelines for Discretionary Distributions

Before making discretionary distributions of principal from the Decedent's Trust to the surviving Founder, our Trustee shall preferably exhaust the Survivor's Trust.

Before making discretionary distributions pursuant to this Article, our Trustee shall consider income or other resources which are available outside of the Decedent's Trust to any beneficiary. Distributions need not be made to all Decedent's Trust beneficiaries and may be to the complete exclusion of some beneficiaries. Distributions may be made in equal or unequal amounts according to the respective needs of the Decedent's Trust beneficiaries and shall not be charged against a beneficiary's ultimate share of trust property.

Section D. Termination of the Decedent's Trust

When the surviving Founder dies, the Decedent's Trust shall terminate and our Trustee shall administer the balance of the Decedent's Trust according to the following guidelines and in the following order:

1. The surviving Founder shall have the limited testamentary power to appoint all of the undistributed principal and income of the Decedent's Trust among our descendants only (but only to the extent such undistributed principal and income have not been transferred or assigned to the Decedent's Trust by virtue of a disclaimer executed by the surviving Founder). Any such appointment may be in any proportion and on such terms and conditions as the surviving Founder may elect. The surviving Founder shall not have the right or power to appoint any portion of the Decedent's Trust in favor of the surviving Founder's estate, creditors of the surviving Founder's estate, or in any manner which would result in any economic benefit to the surviving Founder. The right to exercise this limited testamentary power of appointment is the sole and exclusive right of the surviving Founder. Our Trustee shall distribute the

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appointed portions of the Decedent's Trust according to such appointment if exercised and specifically referred to either (i) in a valid last will and testament; (ii) in a living trust agreement; or (iii) by a written exercise of power of appointment executed by the surviving Founder.

2. Any unappointed balance of the Decedent's Trust shall be administered as provided in the Articles that follow.

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Article X

Upon the Death of the Survivor of Us

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

<u>Beneficiary</u>	<u>Share</u>
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
CARL HENRY BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
ANITA KAY RILEY	1/5

Section B. Distribution to our Beneficiaries

1. (a) Distribution of the share of CANDACE LOUISE CURTIS

The trust share created for CANDACE LOUISE CURTIS shall be held in trust and administered and distributed as follows:

- i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

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ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CANDACE LOUISE CURTIS as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CANDACE LOUISE CURTIS, for her lifetime.

iii. General Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CANDACE LOUISE CURTIS' share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CANDACE LOUISE CURTIS' death.

In exercising this general power of appointment, CANDACE LOUISE CURTIS shall specifically refer to this power.

CANDACE LOUISE CURTIS shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CANDACE LOUISE CURTIS the right to appointment of property to CANDACE LOUISE CURTIS' own estate. It also specifically grants to CANDACE LOUISE CURTIS the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CANDACE LOUISE CURTIS may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

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iv. Limited Testamentary Power of Appointment

CANDACE LOUISE CURTIS shall have the limited testamentary power to appoint to or for the benefit of CANDACE LOUISE CURTIS' descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CANDACE LOUISE CURTIS' share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CANDACE LOUISE CURTIS' death.

CANDACE LOUISE CURTIS may make distributions among CANDACE LOUISE CURTIS' descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CANDACE LOUISE CURTIS shall determine.

This power shall not be exercised in favor of CANDACE LOUISE CURTIS' estate, the creditors of CANDACE LOUISE CURTIS' estate or in any manner which would result in any economic benefit to CANDACE LOUISE CURTIS.

(b) Distribution on the Death of CANDACE LOUISE CURTIS

If CANDACE LOUISE CURTIS should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CANDACE LOUISE CURTIS shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CANDACE LOUISE CURTIS has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

2. (a) Distribution of the share of CAROL ANN BRUNSTING

The trust share created for CAROL ANN BRUNSTING shall be held in trust and administered and distributed as follows:

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i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CAROL ANN BRUNSTING as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of CAROL ANN BRUNSTING, for her lifetime.

iii. General Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CAROL ANN BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CAROL ANN BRUNSTING's death.

In exercising this general power of appointment, CAROL ANN BRUNSTING shall specifically refer to this power.

CAROL ANN BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CAROL ANN BRUNSTING the right to appointment of property to CAROL ANN BRUNSTING's own estate. It also specifically grants to CAROL ANN BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CAROL ANN BRUNSTING may elect.

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However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CAROL ANN BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CAROL ANN BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CAROL ANN BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CAROL ANN BRUNSTING's death.

CAROL ANN BRUNSTING may make distributions among CAROL ANN BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CAROL ANN BRUNSTING shall determine.

This power shall not be exercised in favor of CAROL ANN BRUNSTING's estate, the creditors of CAROL ANN BRUNSTING's estate or in any manner which would result in any economic benefit to CAROL ANN BRUNSTING.

(b) Distribution on the Death of CAROL ANN BRUNSTING

If CAROL ANN BRUNSTING should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for CAROL ANN BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CAROL ANN BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

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3. (a) Distribution of the share of CARL HENRY BRUNSTING

The trust share created for CARL HENRY BRUNSTING shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the net income from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of CARL HENRY BRUNSTING as much of the principal from his trust share as our Trustee deems advisable for the health, education, maintenance and support of CARL HENRY BRUNSTING, for his lifetime.

iii. General Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, CARL HENRY BRUNSTING's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at CARL HENRY BRUNSTING's death.

In exercising this general power of appointment, CARL HENRY BRUNSTING shall specifically refer to this power.

CARL HENRY BRUNSTING shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to CARL HENRY BRUNSTING the right to appointment of property to

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CARL HENRY BRUNSTING's own estate. It also specifically grants to CARL HENRY BRUNSTING the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as CARL HENRY BRUNSTING may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

CARL HENRY BRUNSTING shall have the limited testamentary power to appoint to or for the benefit of CARL HENRY BRUNSTING's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of CARL HENRY BRUNSTING's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at CARL HENRY BRUNSTING's death.

CARL HENRY BRUNSTING may make distributions among CARL HENRY BRUNSTING's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as CARL HENRY BRUNSTING shall determine.

This power shall not be exercised in favor of CARL HENRY BRUNSTING's estate, the creditors of CARL HENRY BRUNSTING's estate or in any manner which would result in any economic benefit to CARL HENRY BRUNSTING.

(b) Distribution on the Death of CARL HENRY BRUNSTING

If CARL HENRY BRUNSTING should predecease us or die before the complete distribution of his trust share, and without exercising a power of appointment outlined above, the trust share set aside for CARL HENRY

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BRUNSTING shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if CARL HENRY BRUNSTING has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

4. (a) Distribution of the share of AMY RUTH TSCHIRHART

The trust share created for AMY RUTH TSCHIRHART shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of AMY RUTH TSCHIRHART as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of AMY RUTH TSCHIRHART, for her lifetime.

iii. General Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, AMY RUTH TSCHIRHART's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at AMY RUTH TSCHIRHART's death.

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In exercising this general power of appointment, AMY RUTH TSCHIRHART shall specifically refer to this power.

AMY RUTH TSCHIRHART shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to AMY RUTH TSCHIRHART the right to appointment of property to AMY RUTH TSCHIRHART's own estate. It also specifically grants to AMY RUTH TSCHIRHART the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as AMY RUTH TSCHIRHART may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

AMY RUTH TSCHIRHART shall have the limited testamentary power to appoint to or for the benefit of AMY RUTH TSCHIRHART's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of AMY RUTH TSCHIRHART's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at AMY RUTH TSCHIRHART's death.

AMY RUTH TSCHIRHART may make distributions among AMY RUTH TSCHIRHART's descendants in equal or unequal amounts, and on such terms and conditions, either outright or in trust, as AMY RUTH TSCHIRHART shall determine.

This power shall not be exercised in favor of AMY RUTH TSCHIRHART's estate, the creditors of AMY RUTH

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TSCHIRHART's estate or in any manner which would result in any economic benefit to AMY RUTH TSCHIRHART.

(b) Distribution on the Death of AMY RUTH TSCHIRHART

If AMY RUTH TSCHIRHART should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for AMY RUTH TSCHIRHART shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if AMY RUTH TSCHIRHART has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

5. (a) Distribution of the share of ANITA KAY RILEY

The trust share created for ANITA KAY RILEY shall be held in trust and administered and distributed as follows:

i. Distributions of Net Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the net income from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

ii. Distributions of Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of ANITA KAY RILEY as much of the principal from her trust share as our Trustee deems advisable for the health, education, maintenance and support of ANITA KAY RILEY, for her lifetime.

iii. General Testamentary Power of Appointment

ANITA KAY RILEY shall have the unlimited and unrestricted testamentary general power to appoint either (i) by a valid last

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will and testament; (ii) by a valid living trust agreement; or (iii) by a written exercise of power of appointment, ANITA KAY RILEY's share of the principal and any accrued and undistributed net income from such portion of the Trust assets which is not exempt from federal generation-skipping tax, as they exist at ANITA KAY RILEY's death.

In exercising this general power of appointment, ANITA KAY RILEY shall specifically refer to this power.

ANITA KAY RILEY shall have the sole and exclusive right to exercise the general power of appointment.

This general power of appointment specifically grants to ANITA KAY RILEY the right to appointment of property to ANITA KAY RILEY's own estate. It also specifically grants to ANITA KAY RILEY the right to appoint the property among persons, corporations or other entities in equal or unequal proportions, and on such terms and conditions, whether outright or in trust, as ANITA KAY RILEY may elect.

However, if under the law in effect at the time of the death of the survivor of us this trust is not subject to generation skipping transfer tax and neither this trust nor distributions from it will be subject to generation skipping transfer tax in the future, this general power of appointment shall terminate and shall be replaced by a limited power of appointment pursuant to the provisions which follow.

iv. Limited Testamentary Power of Appointment

ANITA KAY RILEY shall have the limited testamentary power to appoint to or for the benefit of ANITA KAY RILEY's descendants, either (i) by a valid last will and testament; (ii) by a valid trust agreement; or (iii) by a written exercise of power of appointment, all or any portion of ANITA KAY RILEY's share of the principal of such portion of the Trust assets which is exempt from federal generation-skipping tax as they exist at ANITA KAY RILEY's death.

ANITA KAY RILEY may make distributions among ANITA KAY RILEY's descendants in equal or unequal amounts, and on

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such terms and conditions, either outright or in trust, as ANITA KAY RILEY shall determine.

This power shall not be exercised in favor of ANITA KAY RILEY's estate, the creditors of ANITA KAY RILEY's estate or in any manner which would result in any economic benefit to ANITA KAY RILEY.

(b) Distribution on the Death of ANITA KAY RILEY

If ANITA KAY RILEY should predecease us or die before the complete distribution of her trust share, and without exercising a power of appointment outlined above, the trust share set aside for ANITA KAY RILEY shall terminate and our Trustee shall distribute the balance of the trust share to such beneficiary's then living descendants, per stirpes. However, if ANITA KAY RILEY has no then living descendants, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the trust share as provided in Section G of this Article.

Section C. Administration of the Share of a Decedant of a Deceased Beneficiary

Notwithstanding the foregoing provisions as to the disposition of a trust share upon the death of a beneficiary, each share set aside for a deceased beneficiary who has then living descendants shall be divided into as many shares as shall be necessary to create shares for each then living descendant of such deceased beneficiary on a per stirpes basis. For example, if a deceased beneficiary has a deceased child who leaves children, then the share that would have passed to such deceased child shall be shared equally among his or her living children on a per stirpes basis. Each such share shall be held in trust to be administered as follows:

1. Distribution of Trust Income

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the net income from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

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2. Distribution of Trust Principal

Our Trustee, in its sole and absolute discretion, shall pay to or apply for the benefit of any descendant of a deceased beneficiary as much of the principal from his or her trust share as our Trustee deems advisable for the health, education, maintenance and support of such descendant.

When such descendant reaches the age of 30 or if, on the creation of his or her trust share, he or she has already attained the age of 30, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute an amount not greater than fifty percent of the accumulated net income and principal, as it is then constituted, free of trust. If more than one written request for distribution is made by such descendant, our Trustee shall not cumulatively distribute to such descendant, in response to all such requests, more than fifty percent of the accumulated income and principal of the trust as it existed on the date of the first request for a distribution made under this paragraph by such descendant or fifty percent of the total trust funds remaining at the date of any subsequent request, whichever is the lesser amount.

When such descendant reaches the age of 40 or if, on the creation of his or her trust share, he or she has already attained the age of 40, thereafter, upon the written request of such descendant delivered to our Trustee, our Trustee shall distribute the balance of the accumulated net income and principal of such trust share, as it is then constituted to such descendant, free of trust. Undistributed funds shall continue to be held in trust.

If a descendant of a deceased beneficiary should die before the complete distribution of such trust share, the trust share shall terminate and our Trustee shall distribute the balance of the trust share to the surviving descendants of such descendant, share and share alike, per stirpes. If such descendant of a deceased beneficiary dies with no surviving descendants, then such share shall terminate and be distributed to the remaining descendants of the deceased beneficiary, share and share alike, per stirpes. If there are no descendants of such deceased beneficiary, our Trustee shall distribute the balance of the trust share to our then living descendants, per stirpes. In the event we have no then living descendants, our Trustee shall distribute the balance of the accumulated income and principal of the trust share as provided in Section G of this Article.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

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Section D. Subsequent Children

Notwithstanding the provisions of this Article wherein beneficiaries are named, if, subsequent to the creation of this trust declaration, we have additional children or legally adopt children who are under the age of 18, each such child shall be included among the beneficiaries named in this Article and an equal trust share shall be created for each such beneficiary.

Our Trustee shall administer and distribute each such share according to the provisions of Article XI, Section D.

Section E. Guidelines for Discretionary Distributions

Whenever we have given our Trustee any discretionary authority over the distribution of income or principal to any named beneficiary, our Trustee shall be liberal in exercising such discretion and shall give such beneficiary assistance for any opportunity or expense deemed by our Trustee to be in the best interest of such beneficiary. However, before making discretionary distributions, our Trustee shall take into consideration any additional sources of income and principal available to such beneficiary which exist outside of this agreement and are known to our Trustee, and the future probable needs of such beneficiary.

Section F. Guidelines for All Distributions

Whenever any provision of this Article authorizes or requires a distribution to any beneficiary, then our Trustee shall retain such distribution in trust at such beneficiary's written request. Our Trustee shall pay to or apply for the benefit of the beneficiary such amounts of income and principal as the beneficiary may at any time request in writing. No limitations shall be placed upon the beneficiary regarding withdrawals from his or her respective trust share. In addition, our Trustee, in its sole and absolute discretion, may distribute to or apply for the benefit of the beneficiary as much of the principal and income of the beneficiary's trust share as our Trustee deems advisable, in its sole and absolute discretion, for the health, education, maintenance and support of the beneficiary.

Section G. Ultimate Distribution

If at any time there is no person, corporation or other entity entitled to receive all or any part of the trust property of one of us, it shall be distributed as follows:

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Beneficiary

Share%

CENTRAL COLLEGE OF IOWA
Pella, Iowa

100%

If the CENTRAL COLLEGE OF IOWA, Pella, Iowa, is no longer in existence at the date of distribution, but has designated a successor, such successor shall receive such beneficiary's share. However, if no such successor has been designated, the share of such beneficiary shall pass one-half to those persons who would be the wife Founder's heirs as if she had died intestate, unmarried, owning such property and the balance shall pass to those persons who would be the husband Founder's heirs as if he had died intestate, unmarried, owning such property.

The distribution of trust property, for purposes of this Section, shall be determined by the laws of descent and distribution for intestate estates in the State of Texas as such laws are in effect at the time of any distribution under this Article.

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Article XI

Protection of Beneficial Interests

Section A. Protection of the Interests of Our Beneficiaries

No beneficiary will have the power to anticipate, encumber or transfer any interest in the trust. No part of the trust will be liable for or charged with any debts, contracts, liabilities or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

Section B. Unproductive or Underproductive Assets

A beneficiary who is then entitled to the income of the trust, or the income of any other trust established or continued pursuant to this trust declaration, will have the authority to issue a written directive to the Trustee to convert trust property which does not produce an income, or which is underproductive, into property which is income producing or which will provide a greater income to the trust.

Upon actual receipt of an income beneficiary's written directive, the Trustee will reasonably and prudently proceed to convert unproductive or underproductive property into property which will produce a reasonable and safe rate of return. The Trustee may do so by selling the unproductive or underproductive asset upon such terms and conditions as are prudent and reasonable under all circumstances which may then exist (including the acceptance of an income or interest bearing obligation as the whole or a part of the sales price), and investing the proceeds of the sale in income producing instruments or obligations.

Notwithstanding these requirements, a trust beneficiary cannot direct the Trustee to invest or reinvest trust property in a trust investment which is speculative in nature or which, in result, would violate the spendthrift provisions of this trust declaration.

Section C. No Contest of Our Trust

The Founders vest in the Trustee the authority to construe this trust instrument and to resolve all matters pertaining to disputed issues or controverted claims. Founders do not want to burden this trust with the cost of a litigated proceeding to resolve questions of law or fact unless the proceeding is originated by the Trustee or with the Trustee's written permission.

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Any person, agency or organization who shall originate (or who shall cause to be instituted) a judicial proceeding to construe or contest this trust instrument, or any will which requires distribution of property to this trust, or to resolve any claim or controversy in the nature of reimbursement, or seeking to impress a constructive or resulting trust, or alleging any other theory which, if assumed as true, would enlarge (or originate) a claimant's interest in this trust or in the Founders' estates, without the Trustee's written permission, shall forfeit any amount to which that person, agency or organization is or may be entitled and the interest of any such litigant or contestant shall pass as if he or she or it had predeceased us, regardless of whether or not such contestant is a named beneficiary.

These directions shall apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause and even though the proceedings may seek nothing more than to construe the application of this no contest provision.

This requirement is to be limited, even to the exclusion thereof, in the event it operates to deny the benefits of the federal estate tax or federal gift tax marital deduction.

Section D. Our Trustee's Authority to Keep Property in Trust

Unless this trust declaration provides otherwise, if any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Article XIII, our Trustee shall retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, to be administered and distributed as follows:

1. Distributions of Trust Income and Principal

Our Trustee shall pay to or apply for the benefit of the beneficiary as much of the net income and principal of the trust as our Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's health, education, maintenance and support. No guardian or custodian of a beneficiary shall have any control or interposition over our Trustee.

In making any distributions of income and principal under this Section, our Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

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2. Methods of Distribution

Distributions to an incompetent or disabled beneficiary, or a minor beneficiary, may be made in any of the following ways as in the Trustee's opinion will be most beneficial to the interests of the beneficiary:

- (a) Directly to such beneficiary;
- (b) To his or her parent, guardian or legal representative;
- (c) To a custodian for said beneficiary under any Uniform Gifts to Minors Act and/or Gifts of Securities to Minors Act in the jurisdiction of residence of such beneficiary;
- (d) To any person with whom he or she is residing;
- (e) To some near relative or close friend; or
- (f) By the Trustee using such payment directly for the benefit of such beneficiary, including payments made to or for the benefit of any person or persons whom said beneficiary has a legal obligation to support;
- (g) To persons, corporations or other entities for the use and benefit of the beneficiary;
- (h) To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management and custody of the account to a suitable person, corporation or other entity for the use and benefit of the beneficiary; or
- (i) In any prudent form of annuity purchased for the use and benefit of the beneficiary.

The Trustee may instead, in the Trustee's sole discretion, hold such income or corpus for the account of such beneficiary as custodian. A receipt from a beneficiary or from his parent, guardian, legal representative, relative or close friend or other person described above shall be a sufficient discharge to the Trustee from any liability for making said payments.

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The Trustee is likewise authorized to consult with and act upon the advice of the parent, guardian, custodian or legal representative of any beneficiary who is either an incompetent or a minor with respect to any and all matters which may arise under this trust and as it concerns the rights or interests of said beneficiary.

All statements, accounts, documents, releases, notices or other written instruments, including but not limited to, written instruments concerning the resignation or replacement of any Trustee or Trustees, required to be delivered to or executed by such beneficiary, may be delivered to or executed by the parent, guardian, custodian or legal representative of said incompetent or minor beneficiary, and when so delivered or executed shall be binding upon said incompetent or minor beneficiary, and shall be of the same force and effect as though delivered to or executed by a beneficiary acting under no legal disability.

3. Termination and Ultimate Distribution

Our Trustee shall distribute the trust property to a beneficiary:

When he or she attains 21 years of age, or

When he or she ceases to be disabled.

Section E. Application to Founders

Notwithstanding anything in this agreement to the contrary, this Article shall not apply to, modify or affect the surviving Founder's right to receive the net income from the Survivor's Trust as set forth and provided for in this agreement.

12082014:1418:PO115

Article XII

Our Trustees' Powers and Authority

Section A. Applicability of Texas Trust Code and Other Statutes

The Trustee shall have the powers, duties, and liabilities set forth in this declaration and as more specifically stated in this Article, as well as such powers, duties and liabilities set forth in the Texas Trust Code, and all other applicable state and federal statutes, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this declaration, in which case the provisions of this declaration shall govern.

Section B. Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise the following administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

Section C. General Investment and Management Powers

The Trustee is authorized to invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments. The Trustee's investment authority is intended to be quite broad, and shall include, but is not limited to, all authority that follows.

In addition, the Trustee is granted the authority to exercise any managerial powers of an individual with respect to matters affecting a trust, it being our intention to grant broad managerial discretion to the Trustee that is consistent with the management and administration of a trust, including the following managerial authorities.

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Originally Contributed Properties

The Trustee may continue to hold and maintain all assets originally contributed to any trust.

Additional Properties

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

Securities Powers

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property real or personal, as it shall determine.

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by other Trustees with such brokers as securities for loans and advances made to the Trustee.

The Trustee may retain, exercise, or sell rights of conversion or subscription with respect to any securities held as part of the trust property.

The Trustee may vote or refrain from voting at corporate meetings either in person or by proxy, whether general or limited, and with or without substitutions.

Investment of Cash Assets

A corporate entity serving as Trustee may deposit trust funds with itself as either a permanent or temporary investment, and may place trust funds under its administration in common trust funds established and maintained by such corporate trustee or its affiliate. In

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determining where to invest cash resources, the Trustee may consider all factors, including facility of access and security of funds invested, as well as the stated rate of return.

Unproductive or Wasting Assets

Except as otherwise provided in this agreement, the Trustee may receive, acquire and maintain assets that may constitute unproductive, underproductive or wasting assets if the Trustee believes it is reasonable to do so. Upon the sale or disposition of any such asset, the Trustee need not make an allocation of any portion of the principal element of such sale proceeds to the income beneficiaries of the trust.

Personal Residence and Furnishings of Personal Residence

To the extent that the personal residence that we occupied at the date of the death of the first of us to die and any furnishings of such residence become part of a trust estate, the Trustee is authorized to continue to retain and use, to distribute in kind, or to sell any such assets should the Trustee believe the retention, use, distribution or sale of such assets would be beneficial to the survivor of us.

Mineral Properties

The Trustee shall have the power to acquire, exchange, maintain or sell mineral interests, and to make oil, gas and mineral leases covering any lands or mineral interests forming a part of a trust estate, including leases for periods extending beyond the duration of the trust.

The Trustee may pool or unitize any or all of the lands, mineral leaseholds or mineral interests of a trust with others for the purpose of developing and producing oil, gas or other minerals, and may make leases or assignments containing the right to pool or unitize.

The Trustee may enter into contracts and agreements relating to the installation or operation of absorption, repressuring and other processing plants, may drill or contract for the drilling of wells for oil, gas or other minerals, may enter into, renew and extend operating agreements and exploration contracts, may engage in secondary and tertiary recovery operations, may make "bottom hole" or "dry hole" contributions, and may deal otherwise with respect to mineral properties as an individual owner might deal with his own properties.

The Trustee may enter into contracts, conveyances and other agreements or transfers deemed necessary or desirable to carry out these powers, including division orders, oil, gas or other hydrocarbon sales contracts, processing agreements, and other contracts relating to the processing, handling, treating, transporting and marketing of oil, gas or other mineral production.

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Any lease or other agreement may have a duration that the Trustee deems reasonable, even though extending beyond the duration of any trust created in this agreement.

The Trustee may drill, test, explore, mine, develop, and otherwise exploit any and all oil, gas, coal, and other mineral interests, and may select, employ, utilize, or participate in any business form, including partnerships, joint ventures, co-owners' groups, syndicates, and corporations, for the purpose of acquiring, holding, exploiting, developing, operating, or disposing of oil, gas, coal, and other mineral interests.

The Trustee may employ the services of consultants or outside specialists in connection with the evaluation, management, acquisition, disposition, or development of any mineral interests, and may pay the cost of such services from the principal or income of the trust property.

The Trustee may use the general assets of the trusts created under this agreement for the purposes of acquiring, holding, managing, developing, pooling, unitizing, repressuring, or disposing of any mineral interests.

The term "mineral" shall mean minerals of whatever kind and wherever located, whether surface or subsurface deposits, including (without limitation) coal, lignite and other hydrocarbons, iron ore, and uranium.

Power to Enter Into or Continue Business Activities

The Trustee shall have the authority to enter into, engage in, expand, carry on, terminate and liquidate any and all business activities, whether in proprietary, general or limited partnership, joint venture or corporate form, with such persons and entities as the Trustee deems proper. This power pertains to business activities in progress at the date of our deaths, and to business opportunities arising thereafter. Business activities conducted by the Trustee should be related to the administration and investment of the trust estate, for it is not our intention to convert any trust into an entity that would be taxable as an association for federal tax purposes.

Banking Authority

The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

Corporate Activities

The Trustee may form, reorganize or dissolve corporations, and may exercise all rights of a stockholder, including the right to vote for or against mergers, consolidations and

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liquidations, and to act with or without substitution. An individual serving as Trustee may elect himself as an officer or director of a corporation owned in part or in whole by a trust created by this declaration, and a corporate entity serving as Trustee may elect one of its officers to such a position, and in each such instance the person so elected may be paid reasonable compensation for services rendered to such corporation in such capacity. The Trustee may retain, exercise or sell rights of conversion or subscription to any securities held as part of the trust property.

Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties; construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

Real Estate

The Trustee may purchase or sell real property, and may exchange, partition, subdivide, develop, manage, and improve real property. The Trustee may grant or acquire easements, may impose deed restrictions, may adjust boundaries, may raze existing improvements, and may dedicate land or rights in land for public use. The Trustee may construct, repair, alter, remodel, demolish or abandon improvements. The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

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Authority to Sell or Lease and Other Dispositive Powers

The Trustee may sell, lease or grant options to lease trust property without the consent or ratification of any court, remainderman, or third party, including the authority to lease beyond the anticipated term of a trust, upon such terms and for such consideration as the Trustee deems appropriate. The Trustee may make such contracts, deeds, leases, and other instruments it deems proper under the circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

Warranties and Covenants

The Trustee may convey properties with such covenants and warranties of title (general or special) as the Trustee deems appropriate.

Trustee's Compensation

The Trustee shall pay itself reasonable compensation for its services as fiduciary as provided in this agreement.

Employment and Delegation of Authority to Agents

The Trustee may employ and compensate, and may discharge, such advisors and agents as the Trustee deems proper, and may delegate to an agent such authorities (including discretionary authorities) as the Trustee deems appropriate, by duly executed powers of attorney or otherwise.

**Power to Release or Abandon Property
or Rights, and to Pursue Claims**

The Trustee may release, compromise or abandon claims or rights to property for such consideration (including no consideration) as the Trustee determines to be appropriate when the Trustee determines it is prudent to do so. The Trustee is authorized to institute suit on behalf of and to defend suits brought against a trust estate, and to accept deeds in lieu of foreclosure.

Nominal Title and Use of Nominees

With or without disclosing fiduciary capacity, the Trustee may acquire title to property in the name of the Trustee or in the name of one or more nominees, and may allow its nominees to take possession of trust assets with or without direct custodial supervision by the Trustee.

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Power to Lend Money and Guarantee Obligations

The Trustee may lend money to any person, to any business entity, to an estate, or to any trust, if the Trustee deems the loan to be in the best interests of the trust beneficiaries, provided that any such loan (except loans to beneficiaries) shall be adequately secured and shall bear a reasonable rate of interest.

The Trustee, in the Trustee's discretion, may endorse, guarantee, become the surety of or otherwise become obligated for or with respect to the debts or other obligations of any person or legal entity, whether with or without consideration, when the Trustee believes such actions advance the purposes of any trust created hereunder.

The Trustee may make loans from a beneficiary's trust share to or for the benefit of such a beneficiary on an unsecured basis, and for such rate of interest as the Trustee deems appropriate, when in the Trustee's judgment, such loan would be consistent with the purposes of such trust.

Power to Borrow

The Trustee may assume the payment of and renew and extend any indebtedness previously created by either or both Founders, and the Trustee may create new indebtedness and raise money by any means, including margin trading in securities, when the Trustee believes such borrowing will be beneficial to the trust estate.

The Trustee is authorized to secure the payment of each such indebtedness, and all renewals, extensions and refinancing of same, by pledge, mortgage, deed of trust or other encumbrance covering and binding all or any part of the trust estate of a trust.

The Trustee may loan its own monies to a trust and may charge and recover the then usual and customary rate of interest thereon when, in the discretion of Trustee, it is prudent to do so.

Payment of Indebtedness and Settlement Costs

The Trustee may in its sole discretion pay the funeral and burial expenses, expenses of the last illness, and valid claims and expenses of an income beneficiary of any trust created under this agreement.

Funeral and burial expenses shall include, but not be limited to, the cost of memorials of all types and memorial services of such kind as the Trustee shall approve. Valid claims and expenses shall include, but not be limited to, all state and federal death taxes.

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The payments shall be paid from the assets of the trust or trusts from which the beneficiary was receiving income.

Transactions Between the Trustee and Our Personal Representatives

The Trustee is authorized to accept from our personal representatives, upon the termination or during the administration of our respective probate estates, if any, assets delivered by our personal representatives to the Trustee on the basis of the accounting submitted by the personal representatives, without requiring an audit or other independent accounting of the acts of our personal representatives, and the Trustee shall not have liability for the acts or omissions of our personal representatives. The foregoing shall not limit the right of our Trustee to request an accounting from our personal representatives and our personal representatives shall, upon request from the Trustee, furnish a complete accounting for their actions.

The Trustee shall have the power to purchase property from our estates at its fair market value, as determined by our personal representatives and by our Trustee, and to the extent required to permit such purchase of assets and to permit loans from the Trustee to our estate, we specifically waive application of the provisions of Section 352 of the Texas Probate Code and Sections 113.053 and 113.054 of the Texas Trust Code.

Commingling Trust Estates

For the purpose of convenience with regard to the administration and investment of the trust property, the Trustee may hold the several trusts created under this agreement as a common fund.

The Trustee may make joint investments with respect to the funds comprising the trust property.

The Trustee may enter into any transaction authorized by this Article with fiduciaries of other trusts or estates in which any beneficiary hereunder has an interest, even though such fiduciaries are also Trustees under this agreement.

Addition of Accumulated Income to Principal

The Trustee shall, on a convenient periodic basis, add the accumulated undistributed income of any trust which does not provide for mandatory income distributions to specified beneficiaries, and which does not require that any undistributed income be maintained separately for ultimate distribution to specified beneficiaries, to the principal of such trust.

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Distributions Not Treated as Advancements

No distributions to a beneficiary of any trust created hereunder shall be treated as an advancement against the beneficiary's share of such trust unless the distribution is specially so treated on the Trustee's records at the time of the distribution or unless the Trustee gives notice of such fact to the beneficiary at the time of the distribution. If the Trustee has the discretion to make distributions from a trust to more than one beneficiary, the Trustee ordinarily should not treat distributions to any particular beneficiary as an advancement of that beneficiary's share of the trust unless an event has occurred causing the termination of such trust.

Tax Elections

The Trustee may exercise any available elections regarding state or federal income, inheritance, estate, succession or gift tax law including the right to elect any alternate valuation date for federal estate or inheritance tax purposes, the right to elect whether all or any parts of the administration of a deceased Founder's estate are to be used as estate tax deductions or income tax deductions, the right to make compensating adjustments between income and principal as a result of such elections if necessary, and the right to elect to have trust property qualify for the federal estate tax marital deduction as qualified terminable interest property under the appropriate provisions of the Internal Revenue Code and its regulations. The Trustee may also sign tax returns; pay any taxes, interest or penalties with regard to taxes; apply for and collect tax refunds thereon.

The Trustee is authorized to make elections available under applicable tax laws as the Trustee determines, in its discretion, to be advisable even though such elections may affect the interests of trust beneficiaries. The Trustee need not, but may, in its sole discretion, make equitable adjustments of the interests of the trust beneficiaries in light of the effect of such elections.

**Transactions in Which the Trustee
Has A Direct or Indirect Interest**

We expressly waive prohibitions existing under the common law and the Texas Trust Code that might otherwise prohibit a person or entity who is serving as a Trustee from engaging in transactions with himself or itself personally, so long as the consideration exchanged in any such transaction is fair and reasonable to the trust created by this declaration. Specifically, we authorize the Trustee (a) to buy or sell trust property from or to an individual or entity serving as a Trustee, or from or to a relative, employee, business associate or affiliate of such individual serving as Trustee; (b) to sell or exchange and to transact other business activities involving properties of one trust with another trust under

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the control of the Trustee; and (c) to sell or purchase from a trust the stock, bonds, obligations or other securities of the Trustee or its affiliate.

Notwithstanding the general powers conferred upon the Trustee, or anything to the contrary contained in this agreement, no individual Trustee shall exercise or participate in the exercise of discretion with respect to the distribution of trust income or principal to or for the benefit of such Trustee.

No individual Trustee shall exercise or participate in the exercise of such discretionary power with respect to distributions to any person or persons such Trustee is legally obligated to support as to that support obligation.

Section D. Apportionment of Receipts and Expenses Between Income and Principal

The Trustee shall have the power, exercisable in such Trustee's reasonable and sole discretion, to determine what is principal or income of a trust or trust share. The Trustee shall pay from income or principal all of the reasonable expenses attributable to the administration of the respective trusts created in this agreement. The Trustee shall have the power to establish a reasonable reserve for depreciation or depletion and to fund the same by appropriate charges against income of the trust estate. For purposes of determining an appropriate reserve for depreciable or depletable assets, the Trustee may (but need not) adopt the depreciation or depletion allowance available for federal income tax purposes.

Section E. Records, Books of Account and Reports

The Trustee shall promptly set up and thereafter maintain, or cause to be set up and maintained, proper books of account which shall accurately reflect the true financial condition of the trust estate. Such books of account shall at all reasonable times be open for inspection or audit only by current, mandatory income beneficiaries, their parent or court appointed guardians, and the duly authorized agents, attorneys, representatives and auditors of each, at the expense of the beneficiary making such inspection or audit.

The Trustee shall make a written financial report, at least semi-annually, to each beneficiary of the trust who is entitled to receive a present, mandatory income distribution, unless such beneficiary, or such beneficiary's parent or legal guardian, has executed a written waiver of the right to receive such a report. The Trustee shall not be obligated to provide financial reports to a beneficiary who is less than eighteen years old if such reports are being provided to a parent of such beneficiary. Such reports shall be submitted to the parent or guardian of a minor beneficiary, or to the guardian or other legal representative of any incapacitated beneficiary.

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The first financial report shall identify all property initially received by the Trustee. The first report and each subsequent report shall include a statement of all property on hand at the end of such accounting period, of all property that has come to the knowledge or possession of the Trustee that has not been previously listed as property of the trust, of all known liabilities, of all receipts and disbursements during such period (including a statement as to whether the receipt or disbursement is of income or principal), and of such other facts as the Trustee deems necessary to furnish in order to provide adequate information as to the condition of the trust estate.

Except as otherwise provided in this declaration, should any person interested in a trust estate request an accounting for the Trustee's actions that is more extensive or more frequent than the accounting normally to be rendered, the Trustee may require such person to pay the additional costs incurred in preparing the same before complying with such request.

Section F. Trustee's Liability

No person or entity serving as Trustee without compensation shall be liable for any error of judgment or mistake of fact or law or for ordinary negligence, but shall be liable for acts involving willful misconduct, gross negligence or bad faith.

Unless otherwise provided, no person or entity serving as Trustee who is receiving compensation for his or its services hereunder shall be liable for any loss which may occur as a result of any actions taken or not taken by the Trustee if such person or entity has exercised the reasonable care, skill and prudence generally exercised by a compensated fiduciary with respect to the administration, investment, and management of similar estates.

No person or entity serving as Trustee shall be liable for the acts, omissions or defaults of any other person or entity serving as Trustee, agent or other person to whom duties may be properly delegated hereunder (except that each corporate trustee shall be liable for the acts, omissions and defaults of its officers and regular employees) if such agent or other person was engaged with reasonable care.

Unless a Trustee shall expressly contract and bind himself or itself individually, no Trustee shall incur any personal liability to any person or legal entity dealing with the Trustee in the administration of a trust. The Trustee shall be entitled to reimbursement from the properties of a trust for any liability or expense, whether in contract, tort or otherwise, incurred by the Trustee in the proper administration of a trust.

The Trustee shall be indemnified from the trust property for any damages sustained by the Trustee as a result of its exercising, in good faith, any of the authorities granted it under this trust declaration.

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Section G. Duty of Third Parties Dealing with Trustee

No person dealing with the Trustee shall be responsible for the application of any assets delivered to the Trustee, and the receipt of the Trustee shall be a full discharge to the extent of the property delivered. No purchaser from or other person dealing with the Trustee, and no issuer or transfer agent of any securities to which any dealing with the Trustee shall relate, shall be under any duty to ascertain the power of the Trustee to purchase, sell, exchange, transfer, encumber or otherwise in any manner deal with any property held by the Trustee. No person dealing with the Trustee in good faith shall be under any duty to see that the terms of a trust are complied with or to inquire into the validity or propriety of any act of the Trustee.

Section H. Division and Distribution of Trust Estate

When the Trustee is required to divide or make distribution from a trust estate, in whole or in part, such division or distribution may be made by the Trustee in cash or in kind, or partly in cash and partly in kind, and the Trustee may assign or apportion to the distributees undivided interests in any assets then constituting a part of such trust estate. The Trustee may encumber property, may sell property, and may make non-pro-rata distributions when the Trustee believes it is practical or desirable and equitable to do so in order to effectuate a trust distribution regardless of the income tax basis of any asset.

If non-pro-rata distributions are to be made, the Trustee should attempt to allocate the tax basis of the assets distributed in an equitable manner among the beneficiaries of the trust, but the Trustee may at all times rely upon the written agreement of the trust beneficiaries as to the apportionment of assets. To the extent non-pro-rata distributions are made and the tax basis of the assets so distributed is not uniformly apportioned among beneficiaries, the Trustee may, but need not, make any equitable adjustments among such beneficiaries as a result of such nonuniformity in basis.

Section I. Life Insurance

The Trustee shall have the powers with regard to life insurance as set forth in this Section I, except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner, policies of insurance on both Founders' individual or joint lives, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

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The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

Section J. Insured Trustee's Authority

Any individual Trustee under this agreement, other than either Founder, is prohibited from exercising any power conferred on the owner of any policy which insures the life of such individual Trustee and which is held as part of the trust property.

If the Trustee holds any such policy or policies as a part of the trust property, the powers conferred on the owner of such a policy shall be exercised only by the other then acting Trustee.

If the insured Trustee is the only then acting Trustee, then such powers shall be exercised by a substitute Trustee designated pursuant to the provisions of this agreement dealing with the trusteeship.

If any rule of law or court decision construes the ability of the insured Trustee to name a substitute Trustee as an incident of ownership, the substitution process shall be implemented

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by a majority of the then current mandatory and discretionary income beneficiaries, excluding the insured Trustee if the insured Trustee is a beneficiary.

Section K. Estimated Income Tax Payment Allocation

The Trustee, in its sole discretion, may elect or not elect to treat all or any portion of federal estimated taxes paid by any trust to be treated as a payment made by any one or more beneficiaries of such trust who are entitled to receive current distributions of income or principal from such trust. The election need not be made in a pro rata manner among all beneficiaries of the trust.

If there is an individual serving as a co-trustee who is a beneficiary of a trust created by this declaration, that individual may not take part in any decision to treat any trust estimated income tax payment as a payment by such individual.

In exercising or choosing not to exercise the discretion granted in this paragraph, the Trustee shall not be liable to any beneficiary or to any other persons directly or indirectly for any action or inaction so taken except for its willful fraud or gross negligence.

Section L. Merger of Trusts

If at any time the Trustee determines it would be in the best interest of the beneficiary or beneficiaries of any trust created by this declaration to transfer or merge all of the assets held in such trust with any other trust created either by trust instrument or by will for the benefit of the same beneficiary or beneficiaries and under substantially similar trusts, terms and conditions, the Trustee under this declaration, after giving not less than thirty days advance written notice to its beneficiaries, is authorized to transfer to or merge all of the assets held under the trust created by this declaration to such other substantially similar trust, and to terminate the trust created under this declaration regardless of whether the Trustee under this declaration also is acting as the trustee of such other trust.

The Trustee under this declaration shall not be subject to liability for delegation of its duties for any such transfer to a substantially similar trust having a different person or entity serving as trustee, and shall have no further liability with respect to trust assets properly delivered to the trustee of any such other substantially similar trust. Similarly, the Trustee of any trust created by this declaration is authorized to receive from the trustee of any other substantially similar trust the assets held under such other trust.

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Section M. Termination and Distribution of Small Trust

If, in the discretionary judgment of the person(s) or entity serving as Trustee, other than a surviving Founder acting as Trustee, any trust shall at any time be a size which, in the Trustee's sole judgment, shall make it inadvisable or unnecessary to continue such trust, then the Trustee may distribute the trust estate of such trust to its beneficiaries in proportion to their respective presumptive interests in such trust at the time of such termination.

If either or both of us are a beneficiary of a trust terminated pursuant to this paragraph and are surviving at the date of such termination, the Trustee (other than a surviving Founder acting as Trustee) shall distribute the assets of such terminated trust to both of us or the survivor of us. The Trustee shall not be liable either for terminating or for refusing to terminate a trust as authorized by this paragraph.

Section N. Elimination of Duty to Create Identical Trusts

If the provisions of this trust direct the Trustee to hold any portion of its trust estate at its termination as the trust estate of a new trust for the benefit of any person or persons who already are beneficiaries of an existing identical trust, that portion of the terminating trust shall be added to the existing identical trust, and no new trust shall be created.

Section O. Powers of Trustee Subsequent to an Event of Termination

The Trustee shall have a reasonable period of time after the occurrence of an event of termination in which to wind up the administration of a trust and to make a distribution of its assets. During this period of time the Trustee shall continue to have and shall exercise all powers granted herein to the Trustee or conferred upon the Trustee by law until all provisions of this declaration are fully executed.

Section P. Requesting Financial Information of Trust Beneficiaries

In exercising its discretion to make any discretionary distributions to the beneficiaries of any trust created hereunder, the Trustee is authorized to request any financial information, including prior federal income tax returns, from the respective beneficiaries that the Trustee deems necessary in order to exercise its discretion in accordance with the provisions for making such distributions under this declaration.

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Section Q. Retirement Plan Elections

Except as otherwise provided in this trust declaration, the Trustee may receive or disclaim any and all proceeds from retirement plans, including, but not limited to, qualified pension, profit sharing, Keogh, individual retirement accounts, or any other form or type of plan. The Trustee may make such elections and exercise options as provided in such plan, without liability to any beneficiary for the election made or option elected. Any disclaimed proceeds or benefits shall be paid in accordance with the terms, conditions, and directives set forth in the subject plan.

Section R. Qualification as a Qualified Subchapter S Trust

If any stock of an S corporation becomes distributable to a trust created under this agreement, and such trust is not a qualified Subchapter S trust, the Trustee may implement any of the following alternatives with respect to the S corporation stock:

1. A Sole Beneficiary

Where the original trust is for a sole beneficiary, the Trustee may create for that beneficiary a separate trust that qualifies as a Subchapter S trust, and then distribute such stock to the newly created trust.

2. Multiple Beneficiaries

Where the original trust is for multiple beneficiaries, the Trustee may divide the trust into separate trusts for each of the beneficiaries. Each newly created trust shall hold that beneficiary's pro rata share of the S corporation stock, and shall qualify as a Subchapter S trust.

3. Outright Distribution

If circumstances prevent the Trustee from accomplishing the first two alternatives under this paragraph, the Trustee may, in its sole and absolute discretion, distribute such stock to the beneficiaries as if the trust had terminated, while continuing to hold any other non-S corporation property in trust.

Each newly created S corporation trust shall have mandatory distributions of income and shall not provide for powers of appointment that can be exercised by the beneficiary during the beneficiary's lifetime. In all other respects, the

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newly created trusts shall be as consistent as possible with the original trusts and still qualify as Subchapter S trusts.

The Trustee may take any action necessary with regard to S corporations, including making any elections required to qualify stock as S corporation stock, and may sign all required tax returns and forms.

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- 10. Power of Appointment or Qualified Beneficiary Designation. Whenever this trust declaration gives a trust beneficiary the power or authority to appoint a beneficiary of the trust, the designation must be in writing and be acknowledged in the form required of acknowledgements by Texas law or exercised by a will executed with the formalities required by law of the trust beneficiary's residence.

The designation must clearly evidence the intent of the trust beneficiary to exercise a power of appointment, and, the written beneficiary designation must have been delivered to the Trustee prior to the trust beneficiary's death or, if exercised by will, must subsequently be admitted to probate no matter the time interval.

The term of this trust may be extended if the qualified beneficiary designation requires that a beneficiary's interest remain in trust, or the trust may be divided and be held as a separate trust which is governed by the terms of this trust declaration.

- 11. Relative or Relatives. Reference to a "relative" or "relatives" will identify any person or persons related to the Founders by blood or lawful adoption in any degree.
- 12. Trust. "Trust" means the trust created by this trust declaration as well as any trusts created in it.
- 13. Trust Fund. The terms "trust fund", "trust property" or "trust assets" mean all property comprising: the initial contribution of corpus to the trust; all property paid or transferred to, or otherwise vested in, the Trustee as additions to the corpus of this trust; accumulated income, if any, whether or not added to the corpus of this trust; and, the investments and reinvestment of the trust property, including the increase and decrease in the values thereof as determined from time to time. The terms "corpus", "principal" and "assets" are used interchangeably.
- 14. Trustee. All references to "Trustee" shall refer to the original Trustees, if serving in such capacity, as well as our successor Trustees who are then serving in such capacity, under this trust declaration. For convenience, the term "Trustee", used in the singular, will mean and identify multiple Trustees serving and acting pursuant to the directions of this trust declaration. The term "corporate Trustee" will identify a banking or trust corporation with trust powers.

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Article XIV

Miscellaneous Matters

Section A. Distribution of Personal Belongings by Memorandum

Each of us may have certain items of tangible personal property which have been transferred to the trust or otherwise subject to the Trustee's control which we wish to give to particular individuals while we are living or at the time of our respective deaths.

The term "personal belongings" or "tangible personal property" will mean and identify personal wearing apparel, jewelry, household furnishings and equipment, books, albums, art work, entertainment and sports equipment and all items of decoration or adornment.

Each spouse may, at any time and from time to time, deliver to the Trustee written, signed and dated instructions as to any living or post-mortem gifts of his or her personal belongings and the Trustee shall be authorized and bound to make disposition of these items as a spouse has reasonably directed in any such instructions which may be in the form of a Memorandum of Distribution or a love letter from either of us to the intended recipients of such items.

If there are conflicting instructions at the time of our deaths, then the instructions bearing the latest date shall be controlling. All such instructions are hereby incorporated by reference into this declaration.

Section B. Special Bequests

Unless otherwise provided in this trust document, or in any amendment, or in a document exercising a power to appoint the beneficiaries of this trust, if property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient.

The obligation to be assumed shall be the principal balance of the indebtedness on the date of death, and the trust shall be entitled to reimbursement or offset for principal and interest payments paid by the trust to date of distribution.

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Section C. The Rule Against Perpetuities

In no event will the term of this trust continue for a term greater than 21 years after the death of the last survivor of the Founders and all relatives of the Founders living on the effective date of this trust declaration.

Any continuation of the trust by the qualified exercise of a power of appointment will be construed as the creation of a separate trust and an extension of the rule against perpetuities to the extent permitted by law. A court of competent jurisdiction is to liberally construe and apply this provision to validate an interest consistent with the Founders' intent and may reform or construe an interest according to the doctrine of cy pres.

Section D. Jurisdiction

The jurisdiction of this trust will be the State of Texas. Any issue of law or fact pertaining to the creation, continuation, administration and termination of the trust, or any other matter incident to this trust, is to be determined with reference to the specific directions in the trust declaration and then under the laws of the State of Texas.

If an Article or Section of this trust declaration is in conflict with a prohibition of state law or federal law, the Article or Section, or the trust declaration as a whole, is to be construed in a manner which will cause it to be in compliance with state and federal law and in a manner which will result in the least amount of taxes and estate settlement costs.

Section E. Dissolution of Our Marriage

If our marriage is dissolved at any time, each spouse shall be deemed to have predeceased the other for purposes of distributions under this agreement. It is our intent that our respective property held in our trust shall not be used for the benefit of the other spouse upon the dissolution of our marriage.

Section F. Maintaining Property in Trust

If, on the termination of any separate trust created under this agreement, a final distribution is to be made to a beneficiary for whom our Trustee holds a trust created under this agreement, such distribution shall be added to such trust rather than being distributed.

The property that is added to the trust shall be treated for purposes of administration as though it had been an original part of the trust.

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Section G. Survival

Except as otherwise provided in this trust declaration, for the purpose of vesting in the event two or more persons who have an interest in the trust die within a short time of one another, one must have survived the other for a period of at least 90 days as a condition to vesting.

Section H. Simultaneous Death

In the event that the Co-Founders shall die simultaneously, or if there is insufficient evidence to establish that Co-Founders died other than simultaneously, it is deemed that the spouse owning the greater share of the separate property in this trust or passing into this trust due to the death of the Co-Founders, as defined for federal estate tax purposes, shall have predeceased the other Co-Founder, notwithstanding any provision of law to the contrary, and the provisions of this trust shall be construed on such assumption.

Section I. Changing the Trust Situs

After the death or disability of one of us, the situs of this agreement may be changed by the unanimous consent of all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement.

If such consent is obtained, the beneficiaries shall notify our Trustee in writing of such change of trust situs, and shall, if necessary, designate a successor corporate fiduciary in the new situs. This notice shall constitute removal of the current Trustee, if appropriate, and any successor corporate Trustee shall assume its duties as provided under this agreement.

A change in situs under this Section shall be final and binding, and shall not be subject to judicial review.

Section J. Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

Section K. Headings of Articles, Sections and Paragraphs

The headings of Articles, Sections and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

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Section L. Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section M. Delivery

For purposes of this agreement "delivery" shall mean:

Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested, to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

Section N. Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

Section O. Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

Section P. Gender, Plural Usage

The use of personal pronouns, such as he, she or it are to be construed in context. The term "person" will include a non-person, such as a corporation, trust, partnership or other entity

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as is appropriate in context. The identification of person in the plural will include the singular and vice versa, as is appropriate in context.

Section Q. Special Election for Qualified Terminable Interest Property

For the purpose of identifying the "transferor" in allocating a GST exemption, the estate of a deceased spouse, or the Trustee of this trust, may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as qualified terminable interest property had not been made.

Reference to the "special election for qualified terminable interest property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code.

The term "GST exemption" or "GST exemption amount" is the dollar amount of property which may pass as generation skipping transfer under Subtitle B, Chapter 13, of the Internal Revenue Code 1986 (entitled "Tax On Generation-Skipping Transfers") which is exempt from the generation skipping tax.

Section R. Generation Skipping Transfers

Our Trustee, in the Trustee's sole discretion, may allocate or assist either Founders' personal representatives or trustees in the allocation of any remaining portion of either Founder's GST exemptions to any property as to which such Founder is the transferor, including any property transferred by such Founder during life as to which such Founder did not make an allocation prior to his or her death and/or among any generation skipping transfers (as defined in Section 2611 of the Internal Revenue Code) resulting under this trust declaration and/or that may later occur with respect to any trust established under this trust declaration, and the Trustee shall never be liable to any person by reason of such allocation, if it is made in good faith and without gross negligence. The Trustee may, in the Trustee's sole discretion, set apart, to constitute two separate trusts, any property which would otherwise have been allocated to any trust created hereunder and which would have had an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code, of neither one hundred percent nor zero so that one such trust has an inclusion ratio of one hundred percent and the other such trust has an inclusion ratio of zero. If either Founder's personal representative or trustee and/or the Trustee exercises the special election provided by Section 2652(a)(3) of the Internal Revenue Code, as to any share of either Founder's property that is to be held in trust under this trust declaration, then the Trustee is authorized, in the Trustee's sole discretion, to set apart property constituting such share in a separate trust so that its inclusion ratio of such trust is zero.

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Section S. Elective Deductions

A Trustee will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Trustee's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of this trust or the estate of a deceased beneficiary.

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

Dated: January 12, 2005


ELMER H. BRUNSTING, Founder


NELVA E. BRUNSTING, Founder


ELMER H. BRUNSTING, Trustee


NELVA E. BRUNSTING, Trustee

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THE STATE OF TEXAS

COUNTY OF HARRIS

On January 12, 2005, before me, a Notary Public of said State, personally appeared ELMER H. BRUNSTING and NELVA E. BRUNSTING, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as Founders and Trustees.

WITNESS MY HAND and official seal.

Charlotte Allman

Notary Public, State of Texas

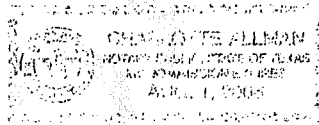


EXHIBIT 2

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**QUALIFIED BENEFICIARY DESIGNATION
AND EXERCISE OF TESTAMENTARY POWERS OF APPOINTMENT
UNDER LIVING TRUST AGREEMENT**

Section 1. Exercise of General Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder (herein also referred to as "Trustor" and "Founder") of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended, am the holder of a general power of appointment over the principal and accrued and undistributed net income of a trust named the NELVA E. BRUNSTING SURVIVOR'S TRUST (pursuant to Article VIII, Section B.4 of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), (hereinafter called "The Survivor's Trust") the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The NELVA E. BRUNSTING SURVIVOR'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article VIII of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the NELVA E. BRUNSTING SURVIVOR'S TRUST. All property in the NELVA E. BRUNSTING SURVIVOR'S TRUST is allocated to "Share One" under Article VIII of the said BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended. Article III further allows a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the trust property.

In the exercise of the general power of appointment, which is to take effect at my death, and as a qualified beneficiary designation as to the ownership interest of NELVA E. BRUNSTING in the subject trust property, I direct my Trustee, at the time of my death, to administer and distribute the balance of the principal and undistributed income from the NELVA E. BRUNSTING SURVIVOR'S TRUST as set forth in Section 3 of this document.

The BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, is incorporated herein by reference for all purposes (herein sometimes referred to as "the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996," and the "Trust Agreement").

Section 2. Exercise of Limited Power of Appointment and Qualified Beneficiary Designation

I, NELVA E. BRUNSTING, the surviving Founder of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, am the holder of a limited power of appointment over the principal and accrued and undistributed net income of a trust named

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the ELMER H. BRUNSTING DECEDENT'S TRUST (pursuant to Article IX, Section D of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996), the full legal name of which is as follows:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

The ELMER H. BRUNSTING DECEDENT'S TRUST was created pursuant to Article VII of the BRUNSTING FAMILY LIVING TRUST, dated October 10, 1996, as amended. Article IX of the BRUNSTING FAMILY LIVING TRUST contains the administrative provisions of the ELMER H. BRUNSTING DECEDENT'S TRUST.

In the exercise of this limited power of appointment, which is to take effect at my death, I direct my Trustee to administer and distribute the balance of the principal and undistributed income from the ELMER H. BRUNSTING DECEDENT'S TRUST, except for any portion which has been disclaimed by me, as set forth in Section 3 of this document.

Section 3. Provisions for Distribution and Administration of the Survivor's Trust and the Decedent's Trust

DISTRIBUTION OF TRUST ASSETS

A. Beneficiaries

The Trustee shall divide the remainder of the Trust Estate into separate shares hereinafter individually referred to as Personal Asset Trusts, as follows:

<u>Beneficiaries</u>	<u>Share</u>
CANDACE LOUISE CURTIS	1/5
CAROL ANN BRUNSTING	1/5
AMY RUTH TSCHIRHART	1/5
CARL HENRY BRUNSTING	1/5
ANITA KAY BRUNSTING	1/5

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B. Division into Separate Shares

My Trustee shall distribute the share for each of my beneficiaries in a separate Personal Asset Trust for the benefit of each beneficiary as provided in this Section 3. If a named beneficiary fails to survive me, then that share shall be distributed as set forth below as if it had been an original part thereof. The decisions of the Trustee as to the assets to constitute each such share shall be conclusive, subject to the requirement that said shares shall be of the respective values specified.

1. Share for CANDACE LOUISE CURTIS

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CANDACE LOUISE CURTIS, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CANDACE LOUISE CURTIS fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CANDACE LOUISE CURTIS, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

2. Share for CAROL ANN BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CAROL ANN BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CAROL ANN BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CAROL ANN BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

3. Share for AMY RUTH TSCHIRHART

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of AMY RUTH TSCHIRHART, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If AMY

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RUTH TSCHIRHART fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of AMY RUTH TSCHIRHART, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

4. Share for CARL HENRY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of CARL HENRY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If CARL HENRY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of CARL HENRY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

5. Share for ANITA KAY BRUNSTING

My Trustee shall distribute one-fifth (1/5) of the remainder of the trust property to a Personal Asset Trust for the benefit of ANITA KAY BRUNSTING, if surviving, to be held, administered and distributed as set forth in this Section 3 entitled "Personal Asset Trust Provisions." If ANITA KAY BRUNSTING fails to survive, then this share shall be held, administered and distributed to said individual's descendants, per stirpes, as set forth in Section H of the Personal Asset Trust provisions entitled "Final Disposition of Trust." If there are no then living descendants of ANITA KAY BRUNSTING, such share shall be distributed to my then living descendants, per stirpes. In the event I have no then living descendants, such share shall be distributed according to Section G of Article X of the Brunsting Family Living Trust dated October 10, 1996, as amended.

PERSONAL ASSET TRUST PROVISIONS

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified

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to be made to said beneficiary's Personal Asset Trust first occurs. The Personal Asset Trust shall be held, administered and distributed as set forth under this Agreement. After a beneficiary's Personal Asset Trust is established, any further distribution specified to be made to said beneficiary's Personal Asset Trust under any other provisions of this Agreement shall be added to and become a part of said existing Personal Asset Trust, to be held, administered and distributed as if it had been an original part thereof. The Personal Asset Trust may be referred to by either using the name of the beneficiary for whom such trust is created or such other name as is designated by the Trustee. Notwithstanding the foregoing, if the Trustee exercises his or her right to create a separate and distinct Personal Asset Trust for said beneficiary (pursuant to the paragraph of this Agreement entitled "Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners"), any further distributions specified to be made to said beneficiary's Personal Asset Trust may, in the Trustee's sole and absolute discretion, instead be partly or entirely made to such newly created Personal Asset Trust.

B. Trustor's Intent in Establishing Personal Asset Trusts: The Trustor's intended purposes in creating a Personal Asset Trust for a beneficiary are as follows:

1. To protect and conserve trust principal;
2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary;
3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;
4. To protect trust assets and income from claims of and interference from third parties;
5. To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;
6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

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- 7. To give the beneficiary the ability to direct the distribution of wealth (during life or at death) to other individuals or charitable organizations (subject to any limitation provided elsewhere herein);
- 8. To allow for the prudent management of property if the beneficiary is incapacitated or otherwise unable to handle his or her own financial affairs because of alcohol or drug abuse or other reasons;
- 9. To protect the beneficiary from the unreasonable or negative influence of others, divorce claims, paternity or maternity suits or claims, and other lawsuits; and
- 10. To protect the beneficiary against claims of third parties.

C. Duty to Inform Beneficiary of Trust Benefits and Protections: Immediately prior to a Personal Asset Trust being established for a beneficiary hereunder, the then acting Trustee of the Trust shall, if at all practicable, have a private meeting or telephone call with such beneficiary to explain the above stated long-term purposes and benefits of the Personal Asset Trust and to advise such beneficiary how he or she may maintain the benefits and protections that such trust provides. The Trustee is directed to have an attorney assist the Trustee in conducting this meeting or call and the Trustor hereby authorizes the Trustee to employ the services of VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, for such purpose and waive any potential conflict that may otherwise deter them from acting; however, the Trustee is free to hire any other attorney, provided such attorney is an experienced estate planning specialist.

D. Designation of Trustee: Except for the Personal Asset Trusts created for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS, each beneficiary for whom a Personal Asset Trust is created shall act as sole Trustee of said trust. ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall act as Co-Trustees for the Personal Asset Trusts for CARL HENRY BRUNSTING and CANDACE LOUISE CURTIS. If either ANITA KAY BRUNSTING or AMY RUTH TSCHIRHART cannot serve for any reason, the remaining Co-Trustee shall serve alone. Both ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART shall have the right to appoint their own successor Trustee in writing. Notwithstanding the foregoing, each beneficiary who is acting as his or her own Trustee of his or her said trust shall have the right, at such time as said beneficiary is acting as sole Trustee and in said beneficiary's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said beneficiary as Co-Trustee of said trust. Said beneficiary shall also have the right, at any time and in said beneficiary's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said beneficiary appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said beneficiary shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a

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successor Trustee or Co-Trustee(s) in said beneficiary's place, as the case may be, in the event of said beneficiary's death, incompetency, inability or unwillingness to act; but, if said beneficiary is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said beneficiary shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said beneficiary fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said beneficiary to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

E. Designation of Trustee for Primary Beneficiary's Issue: Notwithstanding the foregoing, upon attaining age thirty five (35) each of the descendants of a Primary Beneficiary (hereinafter sometimes referred to as "issue") shall act as sole Trustee of the Personal Asset Trust created for such issue. Said issue shall have the right, at such time as said issue is acting as sole Trustee and in said issue's sole and absolute discretion, to appoint an independent bank or trust company to act jointly with said issue as Co-Trustee of said trust. Said issue shall also have the right, at any time and in said issue's sole and absolute discretion, to remove said independent bank or trust company acting as Co-Trustee provided said issue appoints another independent bank or trust company in its place. The appointment or removal of an independent bank or trust company as Co-Trustee shall be by written instrument delivered to the Co-Trustee. Furthermore, said issue shall have the right to designate by will or other written instrument, either individual(s) or an independent bank or trust company, to act as a successor Trustee or Co-Trustee(s) in said issue's place, as the case may be, in the event of said issue's death, incompetency, inability or unwillingness to act; but, if said issue is still living, the majority of acting Trustees must be independent within the meaning of Internal Revenue Code Section 674(c) and said issue shall not have the right to remove the successor Trustee or Co-Trustee so designated and appoint another in its place. Should said issue fail to so designate a successor Trustee or Co-Trustees of such trust, then the FROST NATIONAL BANK shall act as successor Trustee, notwithstanding any other provisions contained in the trust agreement. Notwithstanding the foregoing provisions of this paragraph, the ability of said issue to appoint a successor Trustee may be limited as set forth in the Sections of the Trust entitled "Special Co-Trustee Provisions" and "Trust Protector Provisions."

F. Administration of Personal Asset Trust: The Personal Asset Trust shall be held, administered and distributed by the Trustee appointed under this Section of the Trust Agreement as follows:

1. Discretionary Distributions of Income and/or Principal: The Trustee, shall have the power, in such Trustee's sole and absolute discretion, binding on all persons interested now or in the future in this trust, to distribute or apply for

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but not limited to, the expense of travel and charges for tutoring, tuition, room and board (whether or not charged by an educational institution at which such beneficiary shall be a student), laboratory fees, classroom fees, clothing, books, supplies, laboratory or other equipment or tools (including computer hardware and software) or other material or activities that the Trustee shall determine to be of educational benefit or value to such beneficiary. In determining the need for funds for education, the Trustee shall consider all direct and indirect expenses, including living expenses of the beneficiary and those persons who may be dependent upon said beneficiary. The terms "support" and "maintenance" may include but are not limited to investment in a family business, purchase of a primary residence, entry into a business, vocation or profession commensurate with a beneficiary's abilities and interests; recreational or educational travel; expenses incident to marriage or childbirth; and for the reasonably comfortable (but not luxurious) support of the beneficiaries. When exercising the powers to make discretionary distributions from the trust, the Trustee shall maintain records detailing the amount of each distribution made to any beneficiary from trust income and/or principal and the reasons for such distribution. The distributions made to a beneficiary shall not be allocated to or charged against the ultimate distributable share of that beneficiary (unless so provided in the primary beneficiary's exercise of his or her limited power of appointment).

- b. Consider the Situation of the Beneficiary: In determining whether or not it is in the best interest of a beneficiary for any payment to be made to that beneficiary, the Trustee shall consider the financial responsibility, judgment and maturity of such beneficiary, including whether or not, at the time of such determination, such beneficiary: (i) is suffering from any physical, mental, emotional or other condition that might adversely affect the beneficiary's ability to properly manage, invest and conserve property of the value that would be distributed to said beneficiary; (ii) is at such time, or previously has been, a substantial user of or addicted to a substance the use of which might adversely affect the beneficiary's ability to manage, invest and conserve property of such a value; (iii) has demonstrated financial instability and/or inability to manage, invest and conserve the beneficiary's property; or (iv) is going through a period of emotional, marital or other stress that might affect the beneficiary's ability to manage, invest and conserve such property.
- c. Consider Any Written Letter of Instructions from the Trustor: The Trustor may from time to time by written letter or other instrument, not constituting a holographic will or codicil or amendment to any trust, set forth instructions to the Trustee as to how the Trustor wishes the

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Trustee's discretion to be exercised. The Trustor recognizes and intends that such instructions shall only be directive in nature and not binding on the Trustee or any beneficiary hereunder; however, the Trustor requests, to the extent possible, that the Trustee be mindful of these instructions when administering the trust.

- d. Loans, Use of Trust Property and Joint Purchases Preferred Over Distributions: The Trustee is directed, prior to making any distributions directly to or for the benefit of a beneficiary, to consider the alternatives of making a loan to the beneficiary, allowing the beneficiary the use of property of the Trust Estate (or such property to be acquired) and/or making a joint purchase of property with the beneficiary, pursuant to the paragraph below entitled "Special Trustee Powers."
- e. Restrictions on Distributions That Discharge Legal Obligations of a Beneficiary: The primary beneficiary is expressly prohibited from making any distributions from the trust, either as Trustee or under any limited power of appointment, either directly or indirectly, in favor of anyone to whom the primary beneficiary owes a legal obligation, to satisfy, in whole or in part, such legal obligation. Any such distributions may only be made by the Trust Protector.

G. Primary Beneficiary's Limited Power of Appointment: The primary beneficiary shall have the following Limited Powers of Appointment. During the lifetime of the primary beneficiary, said beneficiary may appoint and distribute the accumulated income and/or principal to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions, and in such amounts or proportions as said beneficiary wishes. Upon the death of the primary beneficiary, the Trustee shall distribute any remaining balance, including accumulated income and principal, to any one or more of said beneficiary's issue, either outright or in trust upon such terms and conditions and in such amounts or proportions as said beneficiary shall appoint by said beneficiary's last unrevoked Will, codicil or other written instrument executed prior to said beneficiary's death and specifically referring to this power of appointment. In the event there should be a failure of disposition of all or any portion of said income or principal, either in connection with the exercise or as a result of the nonexercise of the above testamentary limited power of appointment, all of said income and principal not disposed of shall be administered and distributed as set forth below in the paragraph entitled "Final Disposition of Trust." The terms of this paragraph may be limited by the Section of this Trust Agreement entitled "Trust Protector Provisions."

H. Final Disposition of Trust: If the primary beneficiary for whom the Personal Asset Trust has been created should die before complete distribution of said trust, and the beneficiary's above powers of appointment have not been fully exercised, said trust shall terminate and the remaining principal (including accumulated income added

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thereto) in said trust shall be held, administered and distributed for the benefit of the succeeding or contingent beneficiaries named, if any, pursuant to the respective paragraph set forth in Section 3.B. of this Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment establishing said beneficiary's share as if such beneficiary had been an original part thereof. Any share or portion thereof of any trust administered hereunder which is not disposed of under any of the foregoing provisions (or the provisions of the Article entitled "Trust Protector Provisions") shall be distributed pursuant to the paragraph of the Trust Agreement entitled "Ultimate Distribution."

I. Special Trustee Powers: With respect to each Personal Asset Trust created under this Section, and in addition to or in lieu of the powers and authority granted to the Trustee under any other provisions of the Trust Agreement, during the existence of the Personal Asset Trust and until such time of its termination the Trustee, in his or her sole and absolute discretion, shall have the powers and authority to do the following.

1. Permit Beneficiaries to Use Trust Assets: The Trustor desires that the beneficiaries of the trust be given the liberal use and enjoyment of trust property. To the extent deemed practical or advisable in the sole and absolute discretion of the Trustee, the primary beneficiary (or other beneficiaries) of each trust hereunder may have the right to the use, possession and enjoyment of (a) all of the tangible personal property at any time held by such trust, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, and (b) all real property that may at any time constitute an asset of such trust. Such use, possession and enjoyment may be without rent or other financial obligation. To the extent of the trust assets and unless the Trustee is relieved of such obligation by such beneficiary (or beneficiaries), which the Trustee may agree to do, the Trustee shall see to the timely payment of all taxes, insurance, maintenance and repairs, safeguarding and other charges related to the preservation and maintenance of each and every such property. The Trustor requests, but do not require, that any such use, possession or enjoyment by a beneficiary other than the primary beneficiary be subject to veto at any time by the primary beneficiary.

a. Hold and Maintain a Residence for the Use of Beneficiaries: The Trustee is specifically authorized to hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any beneficiary of any trust. If the Trustee, in the Trustee's sole and absolute discretion, determines that it would be in the best interests of any beneficiary of any trust to maintain a residence for their use, but that the residence owned by the Trustee should not be used for such purpose, the Trustee is authorized to sell said residence and to apply the net proceeds of the sale to the purchase of such other residence or to make such other arrangements as the Trustee, in such Trustee's sole and absolute discretion, deems suitable

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for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of the trust and thereafter held, administered and disposed of as a part thereof. The Trustee is authorized to pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic servants and other expenses incident to the running of a household for the benefit of any beneficiary of the trust; the Trustee may alternatively provide, by agreement with the beneficiary, that such charges and expenses, or a portion of them, are to be paid by the beneficiary. Having in mind the extent to which funds will be available for future expenditure for the benefit of the beneficiaries, the Trustee is authorized under this paragraph to expend such amounts as such Trustee shall, in his or her sole and absolute discretion, determine to maintain the current lifestyle of the beneficiaries and their personal care and comfort; the Trustor does not, however, desire that the Trustee assist the beneficiaries in maintaining a luxurious lifestyle.

2. Special Investment Authority: Notwithstanding any investment limitations placed on the Trustee under the Trust Agreement or the provisions of any state law governing this trust which may contain limitations such as the prudent investor rule, the Trustee is authorized to make the following types of investments of trust assets:

a. Closely Held Businesses: To continue to hold and operate, to acquire, to make investments in, to form, to sell, or to liquidate, at the risk of the Trust Estate, any closely held partnership, corporation or other business that a beneficiary is involved in as an owner, partner, employee, officer or director, as long as the Trustee deems it advisable. The Trustee shall not be liable in any manner for any loss, should such loss occur, resulting from the retention or investment in such business. In the absence of actual notice to the contrary, the Trustee may accept as correct and rely on financial or other statements rendered by any accountant for any such business. Any such business shall be regarded as an entity separate from the trust and no accounting by the Trustee as to the operation of such business shall be required to be made. The Trustee shall have these powers with respect to the retention and purchase of such business, notwithstanding any rule or law requiring diversification of assets. Additionally, the foregoing shall not be limited by the fact that the Trustee or related parties, or any of them, shall be owners, partners, employees, officers or directors of the business. This paragraph, however, shall not be deemed to be a limitation upon the right of the Trustee to sell the investment in any

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business if in the Trustee's sole and absolute discretion such sale is deemed advisable.

b. Tangible Personal Property: To acquire and/or continue to hold as an asset of the trust such items of tangible personal property as an investment or for the use of a beneficiary, including but not limited to artwork, jewelry, coin or stamp collections and other collectible assets, home furniture and furnishings.

3. Permit Self-Dealing: Financial transactions, both direct and indirect, between any trust and any beneficiary and/or Trustee who is also a beneficiary of that trust (including, for example, the sole or joint purchase, sale or leasing of property, investments in mortgages, acquisitions of life insurance policies, employment in any capacity, lending, etc.), whether or not specifically described in the Trust Agreement as permitted between such parties, except to the extent expressly prohibited hereunder, are expressly authorized, notwithstanding any rule of law relating to self-dealing, provided only that the Trustee, in thus acting either on behalf of or with or for such trust, shall act in good faith to assure such trust receives in such transaction adequate and full consideration in money or money's worth. Furthermore, the Trustee shall have the power to employ professionals or other individuals to assist such Trustee in the administration of any trust as may be deemed advisable (and as more particularly described in the paragraph of the Trust Agreement entitled "Trustee Powers"), notwithstanding such person or entity may be, or is affiliated in business with, any Trustee or beneficiary hereunder. The compensation to which a Trustee who is also a beneficiary is entitled under the Trust Agreement shall not be reduced or offset by any employment compensation paid to such Trustee for services rendered outside the scope of such Trustee's ordinary fiduciary duties and responsibilities, or for reason of receiving sales or other fees or commissions on property sold to the trust by such Trustee (directly or indirectly), which sales are hereby authorized.

4. Make Loans: Loan money to any beneficiary, or to any estate, trust or company in which such person or any trust hereunder has an interest, or had an interest while living, for any purpose whatsoever (including but not limited to purchasing, improving, repairing and remodeling a principal residence or entering into, purchasing or engaging in a trade or business or professional career), with or without security and at such rate of interest as the Trustee shall determine in the exercise of reasonable fiduciary discretion, and, with respect to such loans and/or security interests, to renew, extend, modify and grant waivers. Notwithstanding the foregoing, and without limiting the ability of the Trustee to act in such Trustee's discretion under this paragraph, the Trustor hereby expresses his preference that, whenever economically feasible, any and all loans made pursuant to the provisions of this paragraph be adequately secured and bear interest at least at the higher of the "applicable federal rate"

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as set forth by the Internal Revenue Service for loans with similar payment terms and length or a fair market rate for such loans.

5. Take Actions With Respect to Properties and Companies Owned in Common With a Beneficiary or Others: The Trustee is specifically authorized, with or without the joinder of other owners of the property or securities that may be held in trust (and notwithstanding that one or more such other owners may be, directly or indirectly, a beneficiary or a fiduciary hereunder), to enter upon and carry out any plan (a) for the foreclosure, lease or sale of any trust property, (b) for the consolidation or merger, dissolution or liquidation, incorporation or reincorporation, recapitalization, reorganization, or readjustment of the capital or financial structure of any corporation, company or association, the securities of which, whether closely held or publicly traded, may form a part of such trust, or (c) for the creation of one or more holding companies to hold any such securities and/or properties (even if it leaves, following the termination of such trust, a trust beneficiary as a minority shareholder in such holding company), all as such Trustee may deem expedient or advisable for the furtherance of the interests of such trust and the carrying out of the Trustor's original intent as to such trust, its beneficiaries and as to those properties and/or securities. In carrying out such plan, such Trustee may deposit any such securities or properties, pay any assessments, expenses and sums of money, give investment letters and other assurances, receive and retain as investments of such trust any new properties or securities transferred or issued as a result thereof, and generally do any act with reference to such holdings as might be done by any person owning similar securities or properties in his own right, including the exercise of conversion, subscription, purchase or other rights or options, the entrance into voting trusts, etc., all without obtaining authority therefor from any court.
6. Right to Distribute to Entities: Any distribution from the trust, including a distribution upon trust termination (whether made by the Trustee or Trust Protector) may be made directly to an entity, such as a trust, "S" corporation, limited liability company or limited partnership, whether existing or newly created, rather than directly to the beneficiary (and if it is a newly created entity or one in which the Trust Estate holds an interest, the interest in the entity may be distributed to such beneficiary).
7. Trustee's Discretion to Hold, Manage and Distribute Separate Trusts in Different Manners: Without in any manner limiting any other power or right conferred upon the Trustee hereunder, the Trustee may divide a trust into separate trusts, and if a trust is held as, or divided into, separate trusts, the Trustee may, at any time prior to combining such trusts, treat the trusts in substantially different manners, including, without limitation, the right to: (a) make different tax elections (including the disproportionate allocation of the generation skipping tax exemption) with respect to each separate trust; (b)

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make disproportionate principal distributions; (c) exercise differently any other discretionary powers with respect to such separate trusts; (d) invest the property of such separate trusts in different investments, having different returns, growth potentials, or bases for income tax purposes; and (e) take any and all other actions consistent with such trusts being separate entities. Furthermore, the holder of any power of appointment with respect to any trust so divided may exercise such power differently with respect to the separate trusts created by the division of a trust.

TRUST PROTECTOR PROVISIONS

A. Purpose of Trust Protector: The Trustor has established the position of Trust Protector for the reasons and purposes set forth below, which are intended as general guidelines only and in no way shall limit any other provisions relating to the Trust Protector.

- 1. Insulate the Trustee from Negative Influences: To protect the Trustee from the negative, or potentially negative, influences of third parties and to protect the Trust Estate and its beneficiaries from damaging, or potentially damaging, conduct by the Trustee.
- 2. Carry Out the Purposes of the Trust: To help ensure that the Trustor's purpose in establishing the Trust Agreement, as defined elsewhere herein, will be properly carried out.
- 3. Adapt to Changing Laws and Conditions: To adapt the provisions of the Trust Agreement to law changes, changes in interpretation of the law or other changing conditions that threaten to harm the Trust or its beneficiaries, keeping in mind the dispositive wishes of the Trustor and the Trustor's desires as expressed in the Trust Agreement.

B. Designation of Trust Protector: In addition to the Trustee and Special Co-Trustee provided in the Trust Agreement, there shall, from time to time, be a Trust Protector whose limited powers and duties are defined below. The order of succession of Trust Protector shall be as follows:

- 1. Initial Trust Protector: The Special Co-Trustee, at any time and in his sole and absolute discretion, may appoint a Trust Protector of the entire Trust or of any separate trust established hereunder (hereinafter the trust for whom a Trust Protector is appointed shall be referred to as "the affected trust") by a writing delivered to the Trustee of the affected trust. The Trustor requests that the Special Co-Trustee, prior to making the appointment, meet (in person or by telephone) with VACEK & FREED, PLLC, formerly the Vacek Law Firm,

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require, that VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or its successors or assigns, act as such temporary Trust Protector and the Trustor hereby waives any conflict of interest that may arise if VACEK & FREED, PLLC, or its successors or assigns, is also representing the Trustee of the affected trust and/or the Trustor. Any Trust Protector acting under this paragraph shall first notify the Trustee of the affected trust and only serve as Trust Protector until such time as a successor Trust Protector is appointed by the Special Co-Trustee in accordance with paragraph 2 above and there is delivered to the Trust Protector acting under this paragraph a written acceptance of such appointment signed by the successor Trust Protector.

C. Limited Powers of the Trust Protector: The Trust Protector shall not have all the broad powers of a Trustee; rather, the powers of the Trust Protector shall be limited to the powers set forth below. The Trustor directs the Trust Protector, prior to exercising any power, to consult with VACEK & FREED, PLLC, formerly the Vacek Law Firm, PLLC, or another law firm or attorney specializing in estate planning and/or asset protection planning in order to be fully informed of the consequences of exercising such power.

1. Give Advance Notice to Affected Beneficiaries: Within a reasonable time prior to the exercise of any power under this paragraph C, the Trust Protector shall provide to the Trustee and the primary beneficiary or beneficiaries of the affected trust a written notice, setting forth the power intended to be exercised, the intended date of exercise and the reasons for exercise. The Trust Protector shall, in his sole and absolute discretion, determine what is "a reasonable time," as the Trustor recognizes that emergency situations may arise which may permit little or no time for advance notice or, as a practical matter, it may be too difficult to notify the beneficiary; the Trustor specifically waives this advance notice requirement when the particular beneficiary is "incapacitated" as defined below. Once notice is given, the Trust Protector shall not exercise the power prior to the date specified in the notice, unless the Trust Protector in his sole and absolute discretion determines that an emergency so warrants.

A person shall be deemed "incapacitated" if in the Trustee's sole and absolute discretion, it is impracticable for said person to give prompt, rational and prudent consideration to financial matters, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause.

A person shall be conclusively deemed "incapacitated" if a guardian of the person or his or her estate, or both, has been appointed by a court having jurisdiction over such matters or two (2) licensed physicians who are not related by blood or marriage to such person have examined said person and stated in writing that such incapacity exists; the Trust Protector may, but shall not be under any duty to, institute any inquiry into a person's possible

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incapacity (such as, but not limited to, by drug testing) or to obtain physician statements; and if he does, then the expense may be paid from the Trust Estate of said person's trust.

- 2. Postpone Distributions: Notwithstanding any other provisions of the Trust Agreement, except the paragraph herein entitled "Rule Against Perpetuities," the Trust Protector shall have the power to postpone any distribution of income and/or principal otherwise required to be made from the affected trust to any one or more of its beneficiaries (including as the result of exercise of a power of appointment or withdrawal right) and to postpone the termination of such trust which might otherwise be required if the Trust Protector, in his or her sole and absolute discretion, determines, after taking into consideration the Trustor's overall intent as expressed in the Trust Agreement, that there is a compelling reason to do so.

A "compelling reason" may include but is not limited to: the beneficiary requesting in writing that distributions be retained by the trust; the beneficiary being "incapacitated" as defined in paragraph 1 immediately above; the beneficiary contemplating, or in the process of filing for or has a pending bankruptcy; a pending or threatened divorce, paternity or maternity claim or other lawsuit; a creditor claim (including for unpaid taxes or reimbursement of government benefits); an existing judgment or lien; the fact the beneficiary is receiving (or may in the near future receive) government or other benefits that may be jeopardized; the beneficiary having demonstrated financial instability and/or inability to manage, invest or conserve the beneficiary's own property; the beneficiary being under the negative influence of third parties, such that the beneficiary's good judgement may be impaired; a serious tax disadvantage in making such distribution; or any other substantially similar reasons.

Any such postponement of distribution or termination may be continued by the Trust Protector, in whole or in part and from time to time, up to and including the entire lifetime of the beneficiary. While such postponement continues, all of the other provisions previously applicable to such trust shall continue in effect, except (a) any power of appointment or withdrawal shall be exercisable only with the approval of the Trust Protector and (b) distributions of income and/or principal shall only be made to or for the benefit of the beneficiary from time to time and in such amounts as the Trust Protector, in his or her sole and absolute discretion, deems appropriate for the best interests of the beneficiary; provided, however, the Trust Protector may, in his or her sole and absolute discretion, determine that the beneficiary's situation is extreme enough to warrant the establishment of a special needs trust pursuant to other provisions of this Section of the Trust Agreement.

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The Trust Protector may also, from time to time, make certain distributions which cannot be made by the primary beneficiary because of limits imposed in this Section entitled "Restrictions on Distributions That Discharge Legal Obligations of the Beneficiary."

- 3. Terminate a Trust Due to Unforeseen Conditions: The Trustor recognizes that some or all of the following conditions may arise in the future, although they cannot be foreseen at the time of creation of this Trust: (a) a radical, substantial and negative change in the political, economic or social order in the United States of America; (b) legislation or IRS or court decisions highly detrimental to a trust or beneficiary hereunder (including, for example, if the federal estate tax or IRA required minimum distribution rules are modified, repealed or no longer applicable and the non-tax reasons for the trust no longer justify the trust's existence); (c) a beneficiary's capability to prudently manage his own financial affairs or a radical, positive change in his situation regarding possible third party claims; (d) a beneficiary no longer has a need for (or the availability of) government benefits; and (e) other events that may greatly impair the carrying out of the intent and purposes of the Trust Agreement.

If any of the foregoing conditions occur, the Trust Protector may, in addition to the other powers granted him or her, in his sole and absolute discretion, and keeping in mind the Trustor's wishes and dispositive provisions of the Trust Agreement, terminate the affected trust, or a portion thereof, and distribute same to or for the benefit of the primary beneficiary thereof (notwithstanding any other provisions of the Trust Agreement), or to a newly created or existing Personal Asset Trust for that beneficiary.

- 4. Revise or Terminate a Trust So It Can Qualify as a "Designated Beneficiary" of an IRA or Retirement Plan: In the event that the affected trust does not qualify as a "designated beneficiary" of an IRA or other retirement plan as that term is used in IRC Section 401(a)(9), the Regulations thereunder and any successor Section and Regulations, the Trust Protector may, keeping in mind the Trustor's wishes and the dispositive provisions of the Trust Agreement: (a) revise or reform the terms of the Trust Agreement in any manner so that the affected trust will qualify as a "designated beneficiary" (any such revision or reformation may by its terms apply retroactively to the inception of the Trust Agreement or creation of any separate trust established hereunder); or (b) deem it to have been dissolved in part or in whole as of September 30 of the year following the year of the Trustor's death, with fee simple interest vesting outright in the primary beneficiary and the rights of all other persons who might otherwise have an interest as succeeding life income beneficiaries or as remaindermen shall cease.

If the beneficiary is still a minor, the Trustee may designate a custodian and transfer the principal and accrued income of the beneficiary's trust to the

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custodian for the benefit of the minor under the Texas Uniform Transfers to Minors Act until such beneficiary attains age 21. A receipt from the custodian shall be a complete discharge of the Trustee as to the amount so paid.

Notwithstanding any provisions of the Trust Agreement to the contrary, after the Trustor's death this Trust or any separate trust established hereunder shall not terminate and be distributed in full prior to September 30 of the year following the year of the Trustor's death pursuant to this paragraph if this will result in this Trust or any separate trust established hereunder not qualifying as a "designated beneficiary."

5. Modify Certain Other Trust Provisions: The Trust Protector shall have the power, in his or her sole and absolute discretion, at any time and from time to time, to delete, alter, modify, amend, change, add to or subtract from all or any part of the various paragraphs and provisions of the Trust Agreement and any trust created thereunder, effective (even retroactively) as of the date determined by the Trust Protector, for the following purposes.
 - a. Change Income Tax Treatment of the Trust: The Trust Protector may, at any time, and from time to time, create, terminate and/or reinstate a power granted to a beneficiary, either prospectively or retroactively, enabling trust income to be income taxable to a beneficiary, even as income accumulates in the trust, if the Trust Protector deems this to be in the best interests of the affected trust and its beneficiaries.
 - b. Protect a Disabled Beneficiary's Government Benefit by Establishing a Special Needs Trust: The Trust Protector may take any such actions he or she deems appropriate or necessary in connection with a beneficiary's qualification for, receipt of and/or possible future liability to reimburse government benefits (whether income, medical, disability or otherwise) from any agency (state, federal or otherwise), such as but not limited to Social Security, Medicaid, Medicare, SSI and state supplemental programs. In particular, but not by way of limitation, the Trust Protector may add new trust provisions to govern administration and distribution of assets for the benefit of the beneficiary (such as would create a "special needs trust").
 - c. Protect a Beneficiary from Himself or from Creditors by Establishing a Spendthrift Trust or Eliminating Any General Power of Appointment: In the event there is a compelling reason to postpone distributions to a beneficiary pursuant to the paragraph of this Section entitled "Postpone Distributions," the Trust Protector may alternatively, in his or her sole discretion, add new trust provisions to govern administration and distribution of assets for the benefit of said beneficiary (such as would create a "spendthrift trust" in the form recognized by the laws of the

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state(s) in which trust assets are located). Furthermore, the Trust Protector may, in his or her sole discretion, in order to protect the beneficiaries of a Trust beneficiary, terminate and/or reinstate said Trust beneficiary's testamentary general power of appointment, if any, under the Section of this Trust Agreement entitled "Generation Skipping Tax Provisions."

6. Change Legal Jurisdiction of the Trust: The Trust Protector may change the situs of the affected trust to another jurisdiction by any such means deemed appropriate by the Trust Protector. This paragraph shall in no way limit the Trustee's power and authority to change the situs of this Trust or any separate trust established hereunder.
7. Remove and Reinstate a Trustee: The Trust Protector shall have the power at any time to remove the acting Trustee of the affected trust (but not the Special Co-Trustee) for any reason which he believes to be in the best interests of the beneficiaries. Such removal shall be stated in writing and delivered to the Trustee. The successor Trustee shall then be determined and appointed in accordance with the Section of the Trust Agreement entitled "Successor Trustees." At any time after the Trust Protector removes a Trustee, the Trust Protector may reinstate the previously removed Trustee and the order of successor Trustees shall be thereafter determined as if such reinstated Trustee was never removed.
8. Eliminate Own Powers: The Trust Protector shall have the power, on his own behalf and/or on behalf of all successor Trust Protectors, to release, renounce, suspend, reduce, limit and/or eliminate any or all of his enumerated powers and to make the effective date any date he wishes, including ab initio to the date of establishment of a trust hereunder or retroactively to the date of death of the Trustor, by a writing delivered to the Trustee of the affected trust.
9. Limitations on Above Powers: The Trust Protector may not exercise any power if he is compelled by a court or other governmental authority or agency to do so or is otherwise acting under the duress or undue influence of an outside force; if the Trust Protector is so compelled, or under such duress or influence, his powers shall become void prior to exercise; these limitations are in addition to those contained in the paragraph of the Trust Agreement entitled "Compelled Exercise of Powers Not Effective." The Trust Protector is directed not to exercise any of the foregoing powers if such exercise will result in any substantial, direct or indirect financial benefit to anyone who at the time of exercise is not an ancestor, spouse or issue of a primary beneficiary or is not already a present or contingent beneficiary of this Trust. The Trust Protector shall not exercise any power that may be construed as a general power of appointment to himself, his creditors, his estate or the creditors of his estate under IRC Sections 2041 and 2514, or that would otherwise cause the

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inclusion of any of the Trust Estate in the Trust Protector's taxable estate for estate, inheritance, succession or other death tax purposes.

- D. Limited Liability of the Trust Protector: The Trust Protector shall not be held to the fiduciary duties of a Trustee. The Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, merely by reason of his appointment as Trust Protector and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Trust Protector to act. Furthermore, the Trust Protector shall not be liable to anyone, howsoever interested in this Trust either now or in the future, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Trust Protector a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care. In the event a lawsuit against the Trust Protector fails to result in a judgment against him, the Trust Protector shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.
- E. Compensation: The Trust Protector shall not be entitled to compensation merely as the result of his appointment. The Trust Protector shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Trust Protector shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.
- F. Waiver of Bond: No bond shall be required of any individual or entity acting as Trust Protector.

MISCELLANEOUS PROVISIONS

- A. Prohibition Against Contest: If any devisee, legatee or beneficiary under the Trust Agreement or any amendment to it, no matter how remote or contingent such beneficiary's interest appears, or any legal heir of the Trustor, or either of them, or any legal heir of any prior or future spouse of the Trustor (whether or not married to the Trustor at the time of the Trustor's death), or any person claiming under any of them, directly or indirectly does any of the following, then in that event the Trustor specifically disinherits each such person, and all such legacies, bequests, devises and interests given to that person under the Trust Agreement or any amendment to it shall be forfeited and shall be distributed as provided elsewhere herein as though he or she had predeceased the Trustor without issue:

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1. unsuccessfully challenges the appointment of any person named as a Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, or unsuccessfully seeks the removal of any person acting as a Trustee, Special Co-Trustee or Trust Protector;
2. objects in any manner to any action taken or proposed to be taken in good faith by the Trustee, Special Co-Trustee or Trust Protector pursuant to the Trust Agreement or any amendment to it, whether the Trustee, Special Co-Trustee or Trust Protector is acting under court order, notice of proposed action or otherwise, and said action or proposed action is later adjudicated by a court of competent jurisdiction to have been taken in good faith;
3. objects to any construction or interpretation of the Trust Agreement or any amendment to it, or the provisions of either, that is adopted or proposed in good faith by the Trustee, Special Co-Trustee or Trust Protector, and said objection is later adjudicated by a court of competent jurisdiction to be an invalid objection;
4. claims entitlement to (or an interest in) any asset alleged by the Trustee to belong to the Trustor's estates (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), whether such claim is based upon a community or separate property right, right to support or allowance, a contract or promise to leave something by will or trust (whether written or oral and even if in exchange for personal or other services to the Trustor), "quantum meruit," constructive trust, or any other property right or device, and said claim is later adjudicated by a court of competent jurisdiction to be invalid;
5. files a creditor's claim against the assets of the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) and such claim is later adjudicated by a court of competent jurisdiction to be invalid;
6. anyone other than the Trustor attacks or seeks to impair or invalidate (whether or not any such attack or attempt is successful) any designation of beneficiaries for any insurance policy on the Trustor's life or any designation of beneficiaries for any bank or brokerage account, pension plan, Keogh, SEP or IRA account, employee benefit plan, deferred compensation plan, retirement plan, annuity or other Will substitute of the Trustor;
7. in any other manner contests this Trust or any amendment to it executed by the Trustor (including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence, or otherwise), or in any other manner,

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attacks or seeks to impair or invalidate this Trust, any such amendment or any of their provisions;

- 8. conspires with or voluntarily assists anyone attempting to do any of the above acts;
- 9. refuses a request of the Trustee to assist in the legal defense against any of the above actions.

Expenses to legally defend against or otherwise resist any above contest or attack of any nature shall be paid from the Trust Estate as expenses of administration. If, however, a person taking any of the above actions is or becomes entitled to receive any property or property interests included in the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise), then all such expenses shall be charged dollar-for-dollar against and paid from the property or property interests that said person would be entitled to receive under the Trust Agreement or the Trustor's Will, whether or not the Trustee (or Executor under the Trustor's Will) was successful in the defense against such person's actions.

The Trustor cautions the Trustee against settling any contest or attack or any attempt to obtain an adjudication that would interfere with the Trustor's estate plan and direct that, prior to the settlement of any such action short of a trial court judgment or jury verdict, the Trustee seek approval of any such settlement from the appropriate court having jurisdiction over this Trust by way of declaratory judgment or any other appropriate proceeding under applicable Texas law. In ruling on any such petition for settlement, the Trustor requests the Court to take into account the Trustor's firm belief that no person contesting or attacking the Trustor's estate plan should take or receive any benefit from the Trust Estate or from the Trustor's estate (whether passing through the Trustor's probate estate, or by way of operation of law or through the Trustor's Living Trust, IRA Inheritance Trust, if any, or otherwise) under any theory and, therefore, no settlement should be approved by the Court unless it is proved by clear and convincing evidence that such settlement is in the best interest of the Trust Estate and the Trustor's estate plan.

In the event that any provision of this Section is held to be invalid, void or illegal, the same shall be deemed severable from the remainder of the provisions in this paragraph and shall in no way affect, impair or invalidate any other provision in this paragraph. If such provision shall be deemed invalid due to its scope and breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

The provisions of this paragraph shall not apply to any disclaimer (or renunciation) by any person of any benefit (or right or power) under the Trust Agreement or any amendment to it.

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B. Compelled Exercise of Powers Not Effective: It is the Trustor's intent that the terms of the Trust Agreement be carried out free from outside interference. Therefore, notwithstanding any other provisions of the Trust Agreement, the purported exercise of any power granted under the Trust Agreement, whether by a Trustee, Special Co-Trustee, Trust Protector or a beneficiary, including a power of appointment, withdrawal, substitution or distribution, shall be of no force and effect if such purported exercise was the result of compulsion. The purported exercise of a power shall be deemed to be the result of compulsion if such exercise is (i) in response to or by reason of any order or other direction of any court, tribunal or like authority having jurisdiction over the individual holding the power, the property subject to the power or the trust containing such property or (ii) the result of an individual not acting of his or her own free will. An individual's agent may not exercise a power given to such individual under the Trust Agreement if such purported exercise is in response to or by reason of any such order or direction unless the order or direction was obtained by the agent in a proceeding in which the agent was the moving party or voluntarily acquiesced. Notwithstanding the above, if a Trustee's failure to exercise a power or to acquiesce in a beneficiary's exercise of a power may result in exposing a Trustee to serious personal liability (such as contempt of court or other sanctions), a Trustee may: (a) withdraw and permit the Special Co-Trustee to act instead in relation to such purported exercise of a power; (b) if the Special Co-Trustee would also be exposed to such liability, then the Trustee may notify the Trust Protector who may, in his discretion, act if permitted under the Trust Agreement; or (c) if neither the Special Co-Trustee nor the Trust Protector acts, then the Trustee may exercise or acquiesce in a beneficiary's exercise of a power.

C. Creditor's Rights – Spendthrift Provisions: Subject to the express grant herein of certain rights to withdraw or substitute assets and/or powers of appointment, if any, no beneficiary under the trusts created herein shall assign, transfer, alienate or convey, anticipate, pledge, hypothecate or otherwise encumber his or her interest in principal or income hereunder prior to actual receipt. To the fullest extent permitted by law:

(1) neither the principal of these trusts nor any income of these trusts shall be liable for any debt of any beneficiary, any beneficiary's spouse, ex-spouse or others, or be subject to any bankruptcy proceedings or claims of creditors of said persons (including said persons' spouses or ex-spouses), or be subject to any attachment, garnishment, execution, lien, judgment or other process of law; (2) no interest of any beneficiary shall be subject to claims of alimony, maternity, paternity, maintenance or support; and (3) no power of appointment or withdrawal or substitution shall be subject to involuntary exercise. Should the Trustee so desire, the Trustee may as a condition precedent, withhold payments of principal or interest under this Trust until personal order for payment is given or personal receipt furnished by each such beneficiary as to his or her share. The Trustee may, alternatively in the Trustee's sole and absolute discretion, deposit in any bank designated in writing by a beneficiary to his or her credit, income or principal payable to such beneficiary. The

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Trustee may, alternatively in the Trustee's sole and absolute discretion, hold and accumulate any income and/or principal so long as it may be subject to the claims, control or interference of third parties, up to and until the beneficiary's death, at which time it shall be distributed in accordance with the beneficiary's exercise of his or her power of appointment, if any, and/or pay to or for the benefit of the beneficiary only such sums as the Trustee deems necessary for said beneficiary's reasonable health, support, maintenance and education.

D. Trustee Power to Determine Principal and Income: The Trustee shall determine what is principal or income of the Trust Estate, and apportion and allocate any and all receipts and expenses between these accounts, in any manner the Trustee determines, regardless of any applicable state law to the contrary including any Principal and Income Act of Texas, or similar laws then in effect. In particular (but not by way of limitation), the Trustee shall have sole and absolute discretion to apportion and allocate all receipts and expenses between principal and income in whole or in part, including the right to: allocate capital gains; elect whether or not to set aside a reserve for depreciation, amortization or depletion, or for repairs, improvement or upkeep of any real or personal property, or for repayments of debts of the Trust Estate; and charge Trustee's fees, attorney's fees, accounting fees, custodian fees and other expenses incurred in the collection, care, management, administration, and protection of the Trust Estate against income or principal, or both. The exercise of such discretion shall be conclusive on all persons interested in the Trust Estate. The powers herein conferred upon the Trustee shall not in any event be so construed as allowing an individual to exercise the Trustee's sole and absolute discretion except in a fiduciary capacity.

E. Broad Trustee Power to Invest: It is the Trustor's express desire and intention that the Trustee shall have full power to invest and reinvest the Trust Estate without being restricted to forms and investments that the Trustee may otherwise be permitted to make by law. The Trustee is empowered to invest and reinvest all or any part of the Trust Estate in such property as the Trustee in his discretion may select including but not limited to bank accounts, money market funds, certificates of deposit, government bonds, annuity contracts, common or preferred stocks, closely held businesses, shares of investment trusts and investment companies, corporate bonds, debentures, mortgages, deeds of trust, mortgage participations, notes, real estate, put and call options, commodities, commodities futures contracts and currency trading. When selecting investments, the Trustee may take into consideration the circumstances then prevailing, including but not limited to the general economic conditions and the anticipated needs of the Trust Estate and its beneficiaries, the amount and nature of all assets available to beneficiaries from sources outside the Trust and the beneficiaries' economic circumstances as a whole, and shall exercise the judgment that a reasonable person would if serving in a like capacity under the same circumstances and having the same objectives. In addition to the investment powers conferred above, the Trustee is authorized (but not directed) to acquire and retain investments not regarded as traditional for trusts, including investments that would

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be forbidden by the "prudent person" (or "prudent investor") rule. In making investments, the Trustee may disregard any or all of the following factors: (i) whether a particular investment, or the trust investments collectively, will produce a reasonable rate of return or result in the preservation of principal; (ii) whether the acquisition or retention of a particular investment, or the trust investments collectively, is consistent with any duty of impartiality as to the different beneficiaries (the Trustor intends no such duty shall exist); (iii) whether the trust is diversified (the Trustor intends that no duty to diversify shall exist); and (iv) whether any or all of the trust investments would traditionally be classified as too risky or speculative for trusts (the Trustor intends the Trustee to have sole and absolute discretion in determining what constitutes acceptable risk and what constitutes proper investment strategy). The Trustor's purpose in granting the foregoing broad authority is to modify the prudent person rule insofar as the rule would prohibit an investment or investments because of one or more factors listed above, or any other factor relating to the nature of the investment itself. Accordingly, the Trustee shall not be liable for any loss in value of an investment merely because of the nature, class or type of the investment or the degree of risk presented by the investment, but shall be liable if the Trustee fails to meet the "reasonable person" standard set forth above or if the Trustee's procedures in selecting and monitoring the particular investment are proven by affirmative evidence to have been negligent, and such negligence was the proximate cause of the loss.

F. Special Co-Trustee Provisions: Notwithstanding anything in the Trust Agreement to the contrary, the powers, duties or discretionary authority granted hereunder to any Trustee shall be limited as follows:

1. Prohibited and Void Trustee Powers: Except where a beneficiary shall act as sole Trustee of his or her share, or unless limited by an ascertainable standard as defined in Code Section 2041, no Trustee shall participate in the exercise of any discretionary authority to allocate receipts and expenses to principal or income, any discretionary authority to distribute principal or income, or any discretionary authority to terminate any trust created hereunder, if distributions could then be made to the Trustee or the Trustee has any legal obligation for the support of any person to whom distributions could then be made. Any other power, duty or discretionary authority granted to a Trustee shall be absolutely void to the extent that either the right to exercise such power, duty or discretionary authority or the exercise thereof shall in any way result in a benefit to or for such Trustee which would cause such Trustee to be treated as the owner of all or any portion of any of the trusts created herein for purposes of federal or state income tax, gift, estate or inheritance tax laws, or cause any disclaimer of an interest or benefit hereunder to be disqualified under Code Section 2518. Notwithstanding the foregoing, a beneficiary serving as Trustee may have and exercise a power, duty or discretionary authority that causes any Personal Asset Trust created hereunder to be a grantor trust with said beneficiary being treated as the owner for income tax purposes.

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Notwithstanding the foregoing, this paragraph shall not apply during the lifetime of the Trustor, nor shall it apply when the exercise of any power, duty, or discretionary authority relates to any provisions herein directed towards preserving the trust estate for beneficiaries named in the Trust Agreement in the event the Trustor should require long-term health care and/or nursing home care. Should a Trustee be prohibited from participating in the exercise of any power, duty, or discretionary authority, or should a power, duty or discretionary authority granted to a Trustee be absolutely void, as a result of the foregoing, then such power, duty or discretionary authority may be exercised in accordance with the following paragraphs.

- 2. Exercise of Power by an Existing Independent Co-Trustee: In the event that the right to exercise or the exercise of any power, duty or discretionary authority is prohibited or void as provided above, or is prohibited elsewhere in this Trust Agreement with respect to "incidents of ownership" of life insurance, or the Special Co-Trustee is given any other powers or authority under this paragraph "Special Co-Trustee Provisions," the remaining Co-Trustee, if any, shall have the right to exercise and may exercise said power, duty or discretionary authority, provided the Co-Trustee is independent within the meaning set forth in Section 674(c) of the Code, or any successor statute or regulations thereunder.
- 3. Exercise of Power if No Existing Independent Co-Trustee: In the event there is no independent Co-Trustee capable of exercising any power, duty or discretionary authority which is prohibited or void as provided above, or which is given to the Special Co-Trustee elsewhere herein, then the following procedure shall apply:
 - a. Appointment of Special Co-Trustee: The next succeeding, Trustee or Co-Trustees, as the case may be, of the Trust (or, if only a particular, separate trust created under this Trust Agreement is affected by the exercise of such power, duty or authority, then the next succeeding Trustee or Co-Trustees of said separate trust) who is not disqualified under paragraph "2" above, shall serve as Special Co-Trustee of the Trust herein created.
- 4. Protect the Trust Estate by Appointment and Removal of an Independent Co-Trustee: In addition to any other powers granted to the Special Co-Trustee under the Trust Agreement, in the event that the Special Co-Trustee named above, in his sole and absolute discretion, determines that it is necessary in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries of any trust established under the Trust Agreement from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may appoint a Co-Trustee (to immediately act with the then existing Trustee) who is independent from the party to be protected within

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the meaning set forth in IRC Section 674(c). The Special Co-Trustee may appoint himself to act as such Co-Trustee if he is independent within the meaning of IRC Section 674(c). In addition, if the Special Co-Trustee, in his sole and absolute discretion, determines that it is no longer necessary for an independent Co-Trustee to act in order to protect the Trust Estate and/or the Trustee and/or the beneficiaries from the negative influence of outside third parties, including but not limited to a spouse or creditors, then the Special Co-Trustee may remove any independent Co-Trustee whom was either appointed by another acting Trustee of the Trust pursuant to other provisions of the Trust Agreement (if any) or appointed by the Special Co-Trustee, and shall not be required to replace such removed independent Co-Trustee with another.

5. Limited Responsibilities of Special Co-Trustee: The responsibilities of the Special Co-Trustee shall be limited to the exercise of the Trustee power, duty or discretionary authority prohibited or void as provided in the Trust Agreement, and the Special Co-Trustee powers regarding the appointment and removal of an independent Co-Trustee as permitted above, and appointment of a Trust Protector as permitted in the Section of the Trust Agreement entitled "Trust Protector Provisions," and said Special Co-Trustee shall not be concerned with, nor shall have, any power, duty or authority with respect to any other aspects of administration of the Trust Estate.
6. Limited Liability of the Special Co-Trustee: The Special Co-Trustee shall not be held to the fiduciary duties of a Trustee. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, merely by reason of his appointment as Special Co-Trustee and shall not have any affirmative duty to monitor, investigate and learn of any circumstances or acts or omissions of others, relating to this Trust, its beneficiaries or otherwise that may warrant the Special Co-Trustee to act. The Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust either now or in the future, for failing to properly or timely appoint a Trust Protector or to properly or timely advise a Trust Protector of any circumstances or facts that might impact a Trust Protector's decisions. Furthermore, the Special Co-Trustee shall not be liable to anyone, howsoever interested in this Trust, by reason of any act or omission and shall be held harmless by the Trust and its beneficiaries and indemnified by the Trust Estate from any liability unless (a) the Trustee and/or a beneficiary has brought directly to the attention of the Special Co-Trustee a circumstance that may warrant his action and (b) such act or omission is the result of willful misconduct or bad faith. Any action taken or not taken in reliance upon the opinion of legal counsel shall not be considered the result of willful misconduct or bad faith, provided such counsel was selected with reasonable care and in good faith. In the event a lawsuit against the Special Co-Trustee fails to result in a judgment against him, the Special Co-Trustee shall be entitled to reimbursement from the Trust for any and all costs and expenses related to his defense against such lawsuit.

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- 7. Compensation: The Special Co-Trustee shall not be entitled to compensation merely as the result of his appointment. The Special Co-Trustee shall only be entitled to reasonable compensation for his actual time spent and services rendered in carrying out his duties and powers hereunder, at the hourly rate commensurate with that charged by professional Trustees for similar services. The Special Co-Trustee shall, in addition, be entitled to prompt reimbursement of expenses properly incurred in the course of fulfilling his duties and powers, including but not limited to the employment of legal counsel or other professionals to advise him regarding his decisions.
- 8. Waiver of Bond: No bond shall be required of any individual or entity acting as Special Co-Trustee.

GENERATION SKIPPING TAX PROVISIONS

Article XIV, Section R of the said Trust entitled "Generation Skipping Transfers" is hereby amended so that from henceforth Article XIV, Section R is replaced in its entirety with the provisions which follow.

- A. Explanation of this Section: The purpose of this Section of the Trust Agreement and the desire of the Trustor is to eliminate or reduce the burden on the Trustor's family and issue resulting from the application of the federal generation skipping transfer tax under Chapter 13 of the Code, including any future amendments thereto (hereinafter referred to as the "GST Tax"). The Trustor directs the Trustee and any court of competent jurisdiction to interpret the provisions of this Section in accordance with the Trustor's desires stated above, since the Trustor, when creating this Trust, is aware that the provisions of said GST Tax are very complex and as yet there are few court rulings to aid in their interpretation. The Trustor requests that, before the Trustee or any beneficiary acts in accordance with the provisions of this Section, they seek professional advice from an attorney who specializes in estate planning, in order that they may avoid any unintentional triggering of negative GST Tax consequences.
- B. Allocation of Trustor's GST Tax Exemptions: The Trustee (or such other person or persons whom Code provisions, Treasury Regulations or court rulings authorize to make elections or allocations with regard to the Trustor's GST Tax exemptions) is instructed to allocate such exemptions in good faith, without a requirement that such allocation be proportionate, equal or in any particular manner equitably impact any or all of the various transferees or beneficiaries of property subject to or affected by such allocations. When allocating such exemptions, the Trustee may include or exclude any property of which the Trustor is the transferor for GST Tax purposes, including property transferred before the Trustor's death, and may take into account prior transfers, gift tax returns and other relevant information known to the Trustee. It is recommended that, to the extent possible, any such trust allocated an inclusion ratio of zero shall contain any and all Roth IRAs. The Trustee is also directed, when allocating Trustor's GST Tax exemptions, to coordinate with the Executor of Trustor's estate and/or the Trustee of Trustor's revocable Living Trusts regarding the

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most appropriate use of said exemption; however, the Trustee's final determination shall be made in his or her sole and absolute discretion and shall be binding upon all parties howsoever interested in this Trust.

1. Trustee's Power to Combine and Divide Trusts: If a trust hereunder would be partially exempt from GST Tax by reason of an allocation of GST Tax exemption to it, before the allocation the Trustee in his discretion may divide the trust into two separate trusts of equal or unequal value, to permit allocation of the exemption solely to one trust which will be entirely exempt from GST Tax. The Trustee of any trust shall have authority, in the Trustee's sole discretion, to combine that trust with any other trust or trusts having the same exempt or nonexempt character, including trusts established (during life or at death) by the Trustor or any of his issue; and the Trustee may establish separate shares in a combined trust if and as needed to preserve the rights and protect the interests of the various beneficiaries if the trusts being combined do not have identical terms or if separate shares are otherwise deemed desirable by the Trustee. These powers to combine and divide trusts may be exercised from time to time, and may be used to modify or reverse their prior exercise. In deciding whether and how to exercise this authority the Trustee may take account of efficiencies of administration, generation-skipping and other transfer tax considerations, income tax factors affecting the various trusts and beneficiaries (including determination of life expectancy to be used for Retirement Assets required minimum distribution purposes), the need or desirability of having the same or different trustees for various trusts or shares, and any other considerations the Trustee may deem appropriate to these decisions. Prior to exercising any power to combine trusts under this paragraph, the Trustee shall take into consideration that, where possible and appropriate (keeping in mind the dispositive provisions of the Trust Agreement and the situation of the beneficiary), separate trusts should be maintained so that the trust beneficiaries may enjoy the benefit of distributions from any Retirement Assets being stretched out over their separate life expectancies; in particular, the Trustee shall not merge trusts when one provides for the payout to or for the beneficiary of all withdrawals from IRAs and other Retirement Assets, net of trust expenses, and another provides for the accumulation of income (including IRA and Retirement Asset withdrawals).
2. Same Terms and Provisions for Divided Trusts: Except as expressly provided in the Trust Agreement, when a trust otherwise to be established is divided under the foregoing provisions into exempt and non-exempt trusts or otherwise into separate trusts, each trust shall have the same provisions as the original trust from which it is established, and references in the Trust Agreement to the original trust shall collectively refer to the separate trusts derived from it.
3. Exempt (and Non-Exempt) Character of Property to be Preserved: On termination, partial termination, subdivision or distribution of any of the

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separate trusts created by the Trust Agreement, or when it is provided that separate trusts are to be combined, the exempt (zero inclusion ratio) or the non-exempt (inclusion ratio of one) generation-skipping character of the property of the trusts shall be preserved. Accordingly, when property is to be added to or combined with the property of another trust or trusts, or when additional trusts are to be established from one or more sources, non-exempt property or trusts shall not be added to or combined with exempt property or trusts, even if this requires the establishment of additional separate trusts with the same terms and provisions, unless the Trustee believes that economic efficiency or other compelling considerations justify sacrificing their separate generation-skipping characteristics.

4. Trustee's Investment Power, Distributions: Without limiting the foregoing, the Trustor specifically authorizes (but do not require) the Trustee, in administering different trusts wholly or in part for the benefit of a particular beneficiary or group of beneficiaries, to adopt different investment patterns and objectives for different trusts based on whether they are funded by Roth IRAs or other assets and on their generation-skipping ratios, and to prefer making distributions from Retirement Assets other than Roth IRAs and from non-exempt trusts to beneficiaries who are non-skip persons for generation-skipping purposes and from exempt trusts to those who are skip persons. Upon division or distribution of an exempt trust and a nonexempt trust hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur. It is further recommended that to the extent that distributions would be made for the benefit of skip persons and such distributions would be exempt from GST Tax because such distributions are for the payment of medical expenses exempt under IRC Section 2503(e)(2)(B) or for the payment of tuition or educational expenses exempt under IRC Section 2503 (e)(2)(A), such payments to the extent possible be first made from a trust which has an inclusion ratio of one.
 5. Trustee's Exoneration: The Trustor expressly exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith.
- C. Beneficiary's General Power of Appointment: Should a beneficiary die prior to the creation of his or her separate share of the Trust Estate or die subsequent to the creation of such share but before complete distribution of such share, and as a result of said death a portion of the Trust Estate would be subject to GST Tax but for the provisions of this paragraph, the beneficiary may, pursuant to a general power of appointment exercised in his or her last Will (but not in a codicil) or other writing delivered to the Trustee prior to his or her death and specifically referring to the Trust Agreement, provide for such share to pass to the creditors of that beneficiary's estate, in accordance with the terms set forth below. The asset value subject to such general power of appointment shall be the maximum amount, if any, which, when added to

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the beneficiary's net taxable estate (computed prior to said power), will cause the federal estate tax marginal rate to increase until it equals the GST Tax marginal rate; but in no case shall such general power of appointment exceed the asset value of such beneficiary's share. This general power of appointment may be subject to termination and reinstatement by the Trust Protector. To the extent the beneficiary does not effectively exercise the general power of appointment, the unappointed asset value shall be held, administered and distributed in accordance with the other provisions of the Trust Agreement.

TRUSTEES ENVIRONMENTAL POWERS

A. Trustee Authorized to Inspect Property Prior to Acceptance:

1. **Actions at Expense of Trust Estate:** Prior to acceptance of this Trust by any proposed or designated Trustee (and prior to acceptance of any asset by any proposed, designated or acting Trustee), such Trustee or proposed or designated Trustee shall have the right to take the following actions at the expense of the Trust Estate:
 - a. **Enter Property:** To enter and inspect any existing or proposed asset of the Trust (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining the existence, location, nature, and magnitude of any past or present release or threatened release of any hazardous substance; and
 - b. **Review Records:** To review records of the currently acting Trustee or of the Trustor (or of any partnership, limited liability company or corporation in which the Trust holds an interest) for the purpose of determining compliance with environmental laws and regulations, including those records relating to permits, licenses, notices, reporting requirements, and governmental monitoring of hazardous waste.
2. **Rights Equivalent to Partner, Member or Shareholder:** The right of the proposed or designated Trustee to enter and inspect assets and records of a partnership, limited liability company or corporation under this provision is equivalent to the right under state law of a partner, member or shareholder to inspect assets and records under similar circumstances.
3. **Right to Still Refuse Acceptance of Trusteeship:** Acts performed by the proposed or designated Trustee under this provision shall not constitute acceptance of the Trust.
4. **Right to Accept Trusteeship Over Other Assets Only:** If an asset of the Trust is discovered upon environmental audit by the acting Trustee or any proposed or designated Trustee to be contaminated with hazardous waste or otherwise

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not in compliance with environmental law or regulation, the Trustee may decline to act as Trustee solely as to such asset, and accept the Trusteeship as to all other assets of the Trust. The Trustee, in his discretion, may petition a court to appoint a receiver or special Trustee to hold and manage the rejected asset, pending its final disposition.

- 5. Right to Reject Asset: Any currently acting Trustee shall have the right to reject any asset proposed to be transferred to the Trustee.

B. Termination, Bifurcation or Modification of The Trust Due to Environmental Liability:

- 1. Trustee's Powers over Hazardous Waste Property: If the Trust Estate holds one or more assets, the nature, condition, or operation of which is likely to give rise to liability under, or is an actual or threatened violation of any federal, state or local environmental law or regulation, the Trustee may take one or more of the following actions, if the Trustee, in the Trustee's sole and binding discretion, determines that such action is in the best interests of the Trust and its beneficiaries:
 - a. Modify Trust: Modification of trust provisions, upon court approval, granting the Trustee such additional powers as are required to protect the Trust and its beneficiaries from liability or damage relating to actual or threatened violation of any federal, state or local environmental law or regulations, with it being the Trustors' desire that the Trustee keep in mind the Trustors' dispositive wishes expressed elsewhere in this Trust Agreement and that the Trustee consider and weigh any potentially negative federal and state income, gift, estate or inheritance tax consequences to the Trustee, Trust and its beneficiaries;
 - b. Bifurcate Trust: Bifurcation of the Trust to separate said asset from other assets of the Trust Estate;
 - c. Appoint a Special Trustee: Appointment of a special Trustee to administer said asset; and/or
 - d. Abandon Property: Abandonment of such asset.
- 2. Terminate Trust or Distribute Other Assets: With court approval, the Trustee may terminate the Trust or partially or totally distribute the Trust Estate to beneficiaries.
- 3. Broad Discretion: It is the intent of the Trustors that the Trustee shall have the widest discretion in identification of and response to administration problems connected to potential environmental law liability to the Trust Estate and the

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Trustee, in order to protect the interests of the Trust, the Trustee and the beneficiaries of the Trust.

- C. Trustee's Powers Relating to Environmental Laws: The Trustee shall have the power to take, on behalf of the Trust, any action necessary to prevent, abate, avoid, or otherwise remedy any actual or threatened violation of any federal, state, or local environmental law or regulation, or any condition which may reasonably give rise to liability under any federal, state, or local environmental law or regulation, including, but not limited to, investigations, audits, and actions falling within the definition of "response" as defined in 42 U.S.C. §9601 (25), or any successor statute, relating to any asset, which is or has been held by the Trustee as part of the Trust Estate.
- D. Indemnification of Trustee from Trust Assets for Environmental Expenses:
 - 1. Indemnification and Reimbursement for Good Faith Actions: The Trustee shall be indemnified and reimbursed from the Trust Estate for any liabilities, loss, damages, penalties, costs or expenses arising out of or relating to federal, state or local environmental laws or regulations (hereinafter "environmental expenses"), except those resulting from the Trustee's intentional wrongdoing, bad faith or reckless disregard of his fiduciary obligation.
 - a. Environmental Expenses Defined: Environmental expenses shall include, but not be limited to:
 - (i) Costs of investigation, removal, remediation, response, or other cleanup costs of contamination by hazardous substances, as defined under any environmental law or regulation;
 - (ii) Legal fees and costs arising from any judicial, investigative or administrative proceeding relating to any environmental law or regulation;
 - (iii) Civil or criminal fees, fines or penalties incurred under any environmental law or regulation; and
 - (iv) Fees and costs payable to environmental consultants, engineers, or other experts, including legal counsel, relating to any environmental law or regulation.
 - b. Properties and Businesses Covered: This right to indemnification or reimbursement shall extend to environmental expenses relating to:
 - (i) Any real property or business enterprise, which is or has been at any time owned or operated by the Trustee as part of the Trust Estate; and

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(ii) Any real property or business enterprise, which is or has been at any time owned or operated by a corporation, limited liability company or partnership, in which the Trustee holds or has held at any time an ownership or management interest as part of the Trust Estate.

- 2. Right to Pay Expenses Directly from Trust: The Trustee shall have the right to reimbursement for incurred environmental expenses without the prior requirement of expenditure of the Trustee's own funds in payment of such environmental expenses, and the right to pay environmental expenses directly from Trust assets.
- 3. Right to Lien Trust Assets: The Trustee shall have a primary lien against assets of the Trust for reimbursement of environmental expenses, which are not paid directly from Trust assets.

E. Exoneration of Trustee for Good Faith Acts Relating to Environmental Law: The Trustee shall not be liable to any beneficiary of the Trust or to any other party for any good faith action or inaction, relating to any environmental law or regulation, or for the payment of any environmental expense (as defined above); provided, however that the Trustee shall be liable for any such action, inaction or payment which is a breach of Trust and is committed in bad faith, or with reckless or intentional disregard of his fiduciary obligations.

F. Allocation of Environmental Expenses and Receipts Between Principal and Income: The Trustee may, in the Trustee's discretion, allocate between income and principal of the Trust Estate environmental expenses (as defined above) and reimbursements or other funds received from third parties relating to environmental expenses. In making such allocation, the Trustee shall consider the effect of such allocation upon income available for distribution, the value of Trust principal, and the income tax treatment of such expenses and receipts. The Trustee may, in the Trustee's discretion, create a reserve for payment of anticipated environmental expenses.

This instrument shall serve as an exercise of the Testamentary Powers of Appointment provided for in Article VIII and Article IX of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended; and, this instrument will serve as and will constitute the "valid living trust agreement" referred to in Article VIII and Article IX. This instrument shall also serve as a qualified beneficiary designation pursuant to Article III of the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended, as it pertains to the interests of NELVA E. BRUNSTING.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, and that certain Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement dated June 15, 2010 are hereby

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ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby.

EXECUTED and effective on August 25, 2010.

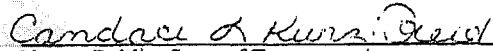

NELVA E. BRUNSTING,
Founder and Beneficiary

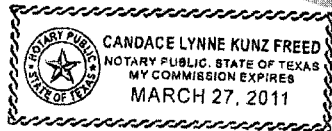
ACCEPTED and effective on August 25, 2010.


NELVA E. BRUNSTING,
Trustee

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on August 25, 2010, by NELVA E. BRUNSTING, in the capacities stated therein.


Notary Public, State of Texas



OF

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08/03/16 08:42:00

EXHIBIT 3

NO. 412,249-401

PROBATE COURT 4

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

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

vs. §

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

23 JUN -7 PM 4:20
Stan Stewart
COUNTY CLERK
HARRIS COUNTY TEXAS

FIRST AMENDED PETITION FOR DECLARATORY JUDGMENT.
FOR AN ACCOUNTING, FOR DAMAGES, AND FOR
IMPOSITION OF A CONSTRUCTIVE TRUST

12082014:1418:FO180

OFFICE OF THE CLERK OF THE COURT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff, CARL HENRY BRUNSTING, individually and as Independent Executor of the estates of Elmer H. Brunsting and Nelva E. Brunsting, filing his First Amended Petition for Declaratory Judgment, for Accounting, for Damages, and for Imposition of a Constructive Trust, and in support thereof would show the Court as follows:

I.

Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

II.

Parties

2. Plaintiff is the duly appointed personal representative of the estates of both his father, Elmer H. Brunsting ("Elmer"),¹ and his mother, Nelva E. Brunsting ("Nelva").² These estates are collectively referred to herein as the "Estates." In his individual capacity, Plaintiff is referred to herein as "Carl." Carl was previously a successor trustee of the Brunsting Family Living Trust created on October 10, 1996 and restated on January 12, 2005 (the "Family Trust"). Carl is a beneficiary of the Family Trust and the other trusts created by its terms. Elmer was a trustee and a beneficiary of the Family Trust, and Nelva was also a trustee and beneficiary of the Family Trust and its successor trusts. The successor trusts of the Family Trust resulted pursuant to the terms of the Family Trust upon Elmer's death. Those successor trusts are the Elmer H. Brunsting Decedent's

¹Elmer died on April 1, 2009. Plaintiff qualified as Independent Executor of his estate on August 28, 2012.

²Nelva died on November 11, 2011. Plaintiff qualified as Independent Executor of her estate on August 28, 2012.

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Trust ("Elmer's Decedent's Trust") and the Nelva E. Brunsting Survivor's Trust ("Nelva's Survivor's Trust"). Those are sometimes collectively referred to herein as the "Successor Trusts." Carl is also the beneficiary, but not the trustee, of the Carl Henry Brunsting Personal Asset Trust ("Carl's Trust") which was created pursuant to the terms of the Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment signed on 8/25/10 (the "8/25/10 QBD"). As will be further discussed herein, Plaintiff believes the 8/25/10 QBD was the result of undue influence, was done when Nelva lacked capacity and/or was created by deception so that Nelva did not understand or consent to the document. In fact, it is far from clear what documents Nelva even signed or knew existed.

3. Defendant Anita Kay Brunsting f/k/a/ Anita Kay Riley is Carl's sister. Anita has made an appearance in this action and may be served through her counsel of record. In her individual capacity and when acting pursuant to the power of attorney purportedly executed by Nelva on August 25, 2010 ("8/25/10 POA"), this Defendant will be referred to herein as "Anita." Anita was named as a successor trustee under the terms of the tainted 8/25/10 QBD. Pursuant to the terms of that document, upon Nelva's death, Anita was to become co-trustee of the Family Trust and the Successor Trusts. On December 21, 2010, however, Nelva purportedly signed a resignation of her position as trustee and appointed Anita to be her successor even before her death. From that point until her mother's death on November 11, 2011, Anita acted as the sole trustee of the Family Trust and the Successor Trusts. As will be discussed herein, Plaintiff believes Anita convinced Nelva to resign from her trustee position and to appoint Anita as her replacement through improper means and for improper purposes. The terms of the tainted 8/25/10 QBD made Anita co-trustee of Carl's Trust. Anita is also beneficiary and trustee of the Anita Kay Brunsting Personal Asset Trust ("Anita's Trust").

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4. Defendant Amy Ruth Brunsting f/k/a/ Amy Ruth Tschirhart ("Amy") is Carl's sister. Amy has made an appearance in this action and may be served through her counsel. Pursuant to the terms of the tainted 8/25/10 QBD, Amy became a co-trustee of the Family Trust and the Successor Trusts upon Nelva's death. Anita and Amy in their capacity as trustees of the Family Trusts and the Successor Trusts are sometimes collectively referred to herein as the "Current Trustees". Amy is also the beneficiary and the trustee of the Amy Ruth Brunsting Personal Asset Trust ("Amy's Trust"). The terms of the tainted 8/25/10 QBD also made Amy co-trustee of Carl's Trust.

5. Defendant Carole Ann Brunsting ("Carole") is Carl's sister. Carole has made an appearance in this action and may be served through her counsel. Carole was named in Nelva's health care power of attorney and was made a joint signatory on Nelva's bank account when Anita took over as trustee. Carole is also the beneficiary and trustee of the Carole Ann Brunsting Personal Asset Trust ("Carole's Trust").

6. Candace Louise Curtis ("Candy") is Carl's sister. Candy is named in this action only because these claims impact her rights as a beneficiary of various trusts. Plaintiff does not seek to recover any damages from Candy. Candy has waived service of citation. Candy and Carl were the only Brunsting siblings whose right to be trustees of their own trusts after Nelva died were extinguished by the changes implemented in the tainted 8/25/10 QBD. Candy is the beneficiary of the Candace Louise Curtis Personal Asset Trust ("Candy's Trust") of which Anita and Amy are the co-trustees.

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III.

Jurisdiction

7. Plaintiff brings this cause of action pursuant to Chapters 37 of the Texas Civil Practice and Remedies Code and Chapter 115 of the Texas Property Code. More specifically, Plaintiff brings this proceeding to:

- (a) establish, construe the terms of, and determine the rights and liabilities of the parties under the Family Trust, the Successor Trusts, and the trusts purportedly created pursuant to the terms of the tainted 8/25/10 QBD;
- (b) require an accounting of all the trusts and other transactions resulting from Anita, Amy, and Carole's exercise of control over Elmer and Nelva's remaining assets, however held;
- (c) determine damages resulting from Anita, Amy, and Carole's wrongful acts, including, but not limited to, numerous breaches of fiduciary duties;
- (d) impose a constructive trust over assets wrongfully transferred, as well as anything of value obtained through the use of assets wrongfully transferred;
- (e) obtain injunctive relief to preserve Elmer and Nelva's assets, however held, until the records concerning the transfers of assets can be examined and appropriate remedies can be sought so that the improper transfers can be reversed and the assets can be properly allocated and distributed.

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IV.

Venue

8. Venue in this cause is in Harris County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code §15.002(a)(1) because all, or substantially all, of the acts giving rise to Plaintiff's claims occurred in Harris County, Texas.

V.

Facts

9. On October 10, 1996, Elmer and Nelva established the Family Trust. The Family Trust was restated on January 12, 2005. The Family Trust was initially revocable, but only until the death of either Elmer or Nelva. Thus, when Elmer died on April 1, 2009, the Family Trust became irrevocable. At that point, the Family Trust's assets were to be divided between Elmer's Decedent's Trust and Nelva's Survivor's Trust pursuant to Article VII of the Family Trust.

10. At some point, Anita and Amy implemented a plan to take over their parents' remaining assets and divide the spoils. That plan was made feasible when Carl became seriously ill with encephalitis in July, 2010. Carl had been an obstacle to Anita and Amy's plans, so they seized the opportunity to become even more aggressive in controlling their mother's actions. Carole's initial resistance to Anita and Amy's scheme was apparently eliminated through transfers of assets to which she was not entitled.

11. Anita and Amy carried out their plan of replacing their mother's wishes with their own with the help of Nelva's own legal counsel. The result was the tainted 8/25/10 QBD. Through bullying and deception, that document was executed without regard to Nelva's capacity and notwithstanding Nelva's apparent lack of understanding, knowledge, or consent to what was occurring. The 8/25/10 QBD removed Carl from his successor trustee roles. At that time all prior

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powers of attorney were revoked and replaced with one giving Anita control of her mother's affairs. During the same period, Nelva's safe deposit box to which Carl had access was closed and a new one opened giving Anita access instead. Anita and Amy apparently determined which documents would be prepared, regardless of whether Nelva agreed with or even knew what they were doing. The only document which Anita and Amy wanted but seem to have been unsuccessful in implementing was a document intended to exclude Carl's daughter and granddaughter from inheriting through Nelva.

12. Perhaps because it became too difficult to even pretend to be obtaining Nelva's signature on documents needed to take all the steps Defendants wanted to take, or because Anita, Amy, and Carole did not want to wait for Nelva's death to begin using her assets for their own purposes, other steps were taken to obtain complete control of Nelva's assets, however held. Anita and Amy's continued efforts resulted in Nelva's purported resignation as trustee and purported appointment of Anita as substitute trustee of the Family Trust and the Successor Trusts on December 21, 2010. Thereafter, Anita used her position as trustee to repeatedly transfer assets for her own benefit and that of her children, for Amy's benefit and the benefit of Amy's children, and for Carole's benefit. Anita disregarded the terms of the Family Trust as she saw fit. For example, Anita began paying herself an exorbitant trustee's fee. Anita also began paying her own credit card bills, as well as other personal expenses, such as payments for her children's automobiles and educational expenses, from the Family Trust and Successor Trusts' accounts.

13. On December 31, 2010, an account was established, allegedly for Nelva's benefit to be used on day to day expenses but on which Carole was a signatory. Over the next year, more than \$150,000 was transferred from trust accounts by Anita and spent by Carole on what appears to be predominantly items for Carole's own benefit. At the same time, Anita was draining the other

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08/25/10 QBD

accounts owned by Elmer's estate, Nelva, or the Successor Trusts, at least in part for her own purposes and/or other improper purposes.

14. On March 24, 2011, Anita divided the more than 4,000 shares of Exxon Mobile stock purportedly owned by the Family Trust between Elmer's Decedent's Trust and Nelva's Survivor's Trust. Then on May 9, 2011, Anita transferred 1,120 shares of that stock from Nelva's Survivor's Trust to Amy. On June 13, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to herself, and on June 15, 2011, Anita transferred 160 shares from Nelva's Survivor's Trust to Candy. An finally, on June 15, 2011, Anita transferred 1,325 shares from Elmer's Decedent's Trust to Carole. No shares were transferred to Carl, despite Anita's knowledge of Carl's serious health crisis and large medical expenses. In fact, Carl's family was not even informed of the transfers of stock and did not learn about them until after Nelva's death.

15. On June 14, 2011, Anita also transferred 135 shares of Chevron stock purportedly owned by Nelva's Survivor's Trust to each of her two children and to each of Amy's two children. No similar gift was made to either Carl's daughter or granddaughter or to Candy's two sons. Moreover, Carl's entire family was excluded from conversations addressing the status of the Brunsting estate, changes in the trusts, and Nelva's removal from involvement with and control over the trusts. Instead of assisting with Carl's medical bills, it is believed that trust assets were used to hire investigators to follow Carl's wife of 30 years and that a GPS tracking device was even placed on Carl's wife's car without her consent, at the apparent direction of Anita and Amy.

16. On Nelva's death on November 11, 2011, Amy joined Anita as co-trustee of the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Assets were to be divided equally into separate trusts for each of the Brunsting children upon Nelva's death. Until the tainted 8/25/10 QBD, each of the Brunsting children would have been trustee of their own trusts, but in the

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tainted 8/25/10 QBD, both Carl and Candy were removed as trustees of their own trusts. Instead, Anita and Amy were named co-trustees of both Carl's Trust and Candy's Trust.

17. Of course, by the time of Nelva's death, the remaining assets had already been plundered. Indeed, two days before Nelva died, Anita even closed the safe deposit box used by Nelva and no inventory of its contents have ever been provided although it had been where valuable items and documents had been kept. A number of valuable items remain unaccounted for after Nelva's death, such as a significant amount of savings bonds which it is believed either Anita, Amy, or Carole have not admitted they discovered and kept. Likewise, no effort was made to value, preserve, inventory, and properly divide personal property.

18. Of course, many things have not been accounted for or properly shared with Plaintiff. Plaintiff has not, for example, been provided with a copy of the lease of the most valuable asset his parents owned, a multimillion dollar farm in Iowa. To the extent information has been provided because Plaintiff has sought it and even filed a pre-suit discovery action to obtain it, that information has made it clear the plundering started long ago and only court intervention or complete dissipation of the assets will stop it. Apparently the Current Trustees believe the division of assets should be made based on the terms of the tainted 8/25/10 QBD, and without taking into consideration what Anita, Amy & Carole have already taken.

V.

Construction of Trust and Suit for Declaratory Judgment

19. The 8/25/10 QBD contains a broad *in terrorem* clause providing that a party forfeits their interest in the resulting trust if contesting its provisions. Plaintiff asserts that the *in terrorem* clause is overly broad and void as against public policy because it prohibits the trust beneficiaries

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from questioning any of the circumstances surrounding the Current Trustees' improper actions in this case, thereby preventing them from protecting their interests.

20. In addition, Plaintiff seeks declaratory relief construing the validity, terms, responsibilities, and obligations of the various documents signed or purportedly signed by Elmer and Nelva concerning their estate planning and trusts they established in connection with that estate planning. Those documents include, but are not limited to the Family Trust, the 8/25/10 QBD, the 8/25/10 POA, Nelva's purported resignation as trustee of the Family Trust and Nelva's purported appointment of Anita as successor trustee of the Family Trust. In other words, Plaintiff also asks this Court to determine Plaintiff's rights and Defendants' responsibilities relating to those documents.

21. If the Court fails to find that the *in terrorem* clause is void as against public policy to the extent it prohibits beneficiaries from questioning the actions resulting in the QBDs and the actions supposedly taken under its terms, Plaintiff asks, in the alternative, that the Court construe the documents at issue herein and declare that Plaintiff's actions in filing and pursuing this action do not violate the *in terrorem* clause.

22. Plaintiff, in fact, seeks to determine and enforce his parents' intent and to further the purposes of that intent. In doing so, Plaintiff was required to bring this action requesting declaratory relief and an accounting. Such actions would not constitute a contest even if the provision were not void because it is against public policy.

23. Plaintiff further asserts that he had just cause to bring this lawsuit and that he has brought the action in good faith. Therefore, no forfeiture should result from the action.

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VI.

Demand for Trust Accounting

24. The Current Trustees have provided insufficient, conflicting, and unsupported information to Plaintiff accounting for the assets and transactions concerning the Family Trust, Elmer's Decedent's Trust, and Nelva's Survivor's Trust. Neither the Current Trustees nor Carole have provided any accounting of the bank account on which Carole was a joint signatory with her mother.

25. The Texas Trust Code and the trust indentures require the Current Trustees to keep complete and accurate books of account with regard to the trusts, trust property and all transactions pertaining thereto and to provide the appropriate information to the beneficiaries, but they have failed to do so. Plaintiff, therefore, requests that this Court order Defendants to account for the administration of all the trusts.

VII.

Breach of Fiduciary Duties

26. Anita and Amy have breached their duties as fiduciaries, both because of their formal positions as trustees of the various trusts, as agents for Nelva, and/or because of their family relationship to their parents and their brother. Carole had fiduciary duties to Plaintiff, because of the position of trust she held with her elderly parents and her brother and also because she was a signatory on Nelva's bank account. Not only is the family relationship one involving a high degree of trust, influence, and confidence, but in this particular case, the fiduciary obligations were magnified because of the dominance on the part of the fiduciaries and the weakness and dependence on the part of the parties to whom Defendants owed fiduciary duties. They have breached their responsibilities by, among other things, transferring valuable property without receiving appropriate

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SUBJECT TO TRUST AGREEMENTS

consideration and taking assets for their own benefit and use and in violation of their duties and the trust instruments themselves. Breaches of fiduciary duty by Defendants include, but are not limited to, the following:

- a. failing to keep and provide clear, regular, accurate, and complete accountings of assets;
- b. resisting accountings of property and transactions;
- c. failing to abide by the terms of the various trust instruments;
- d. failing to preserve property and to prevent losses of property;
- e. conveying property in ways which were detrimental and in violation of their obligations;
- f. entering into transactions which were not in the best interests of persons and trusts to whom they owed fiduciary obligations;
- g. becoming involved in matters in which Anita, Amy, and Carole represented interests which conflicted with those of their parents, Carl, and the trusts and their beneficiaries, including Nelva;
- h. failing to be loyal to their family members and the trust beneficiaries and to take actions based upon the best interests of Nelva, Carl, and the trusts;
- i. failing to deal impartially, fairly, and equally with Nelva, Carl, and the trusts;
- j. failing to prevent transfers, gifts, or removal of assets;
- k. failing to make appropriate and equal distributions;
- l. failing to adequately inform the beneficiaries about assets and transactions and beneficiaries' rights;

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- m. misrepresenting or allowing misrepresentations concerning assets and transactions and beneficiaries' rights;
- n. failing to prevent transactions which were detrimental to their family members and the trusts;
- o. allowing the payment of inappropriate amounts from assets they purportedly held as fiduciaries; and
- p. failing to follow and otherwise enforce the terms of the trust instruments.

27. In connection with actions by Defendants with regard to transactions involving self-dealing, Defendants, acting in a fiduciary capacity have the burden of establishing the propriety of those transactions. Defendants must prove those transactions were fair and equitable to Plaintiff, and the transactions at issue in this case clearly were not.

28. As a result of Defendants' actions described herein, Plaintiff has been damaged. Because Defendants' actions were committed willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over \$1 million.

VIII.

Conversion

29. Plaintiff owned, possessed, or had the right to possession of certain personal property, including, but not limited to, stock, accounts at financial institutions, contents of a safe deposit box, and savings bonds over which Defendants wrongfully exercised dominion or control.

30. Plaintiff has suffered damages as a result of Defendants' actions. Because Defendants' conversion was committed willfully and maliciously, Plaintiff also request that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over \$1 million.

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IX.

Tortious Interference with Inheritance

31. Defendants' actions also constitute tortious interference with Carl's inheritance rights. Through duress, manipulation, and outright deception, Defendants obtained valuable assets which would have otherwise passed by inheritance, thus preventing Carl from receiving what he would otherwise have received from his parents' estates.

32. Carl has been damaged as a result of Defendants' actions. Defendants' actions were committed willfully, maliciously, and with the intent to conceal the true nature of the estate and the trusts, all to Carl's detriment. Accordingly, Carl also requests that exemplary damages be awarded against Defendants. Carl seeks monetary damages in excess of \$1 million.

X.

Constructive Trust

33. Plaintiff seeks the imposition of a constructive trust over the assets to which he is entitled, including all property improperly transferred by Anita and Amy, including, but not limited to, the property received by Anita, Amy, Carole, and their insiders or related entities, as well as the profits Defendants received as a result of the transfer of those assets. Plaintiff also seeks the imposition of a constructive trust over the assets of Anita, Amy, and Carole's Trusts to the extent needed to reverse the improper transfers. Plaintiff thus requests a distribution of those assets in the amount lawfully due the Plaintiff, together with all interest accrued from the time such distribution should have been made.

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XI.

Fraud

34. On information and belief, Plaintiff alleges that Defendants made material, false representations to Nelva concerning the actions which were being taken with regard to her assets and the Family Trust, as well as the rights, responsibilities, and changes that were being made to the Family Trust. It is also believed that Defendants misled Nelva about the impact those changes would have, both on Nelva's assets and interest in the Family Trust and on Nelva's wishes concerning the disposition of her estate. Defendants knew the representations were false when they were made, or at the very least, Defendants made the representations recklessly. The representations were made by Defendants with the intent that Nelva act on them. Nelva relied on those representations, and as result, Plaintiff suffered injury.

35. Plaintiff has been damaged as a result of Defendants' actions. Because Defendants' actions were made willfully and maliciously, Plaintiff also requests that exemplary damages be awarded against Defendants. Plaintiff seeks monetary relief over \$1 million.

XII.

Civil Conspiracy

36. Defendants combined to accomplish the unlawful objectives of facilitating the breach of duties to Plaintiff and interference with Plaintiff's rights, as well as the commission of fraud and fraudulent concealment. Defendants had a meeting of the minds on the object or course of action, and all of the Defendants committed unlawful overt acts to further the conspiracy. Such actions by Defendants amount to a civil conspiracy.

37. Plaintiff has been damaged as a result of Defendants' actions. Defendants' actions in furtherance of the civil conspiracy were taken willfully and maliciously, all to the detriment of

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Plaintiff. Accordingly, Plaintiff also requests exemplary damages. Plaintiff seeks monetary damages in excess of \$1 million.

XIII.

Fraudulent Concealment

38. Plaintiff was not aware of Defendants' wrongful actions because Defendants took affirmative steps to deceive Nelva and Carl and to conceal their wrongful actions from Nelva and Carl. Upon information and belief, such deception included misleading Nelva about what was being done, what she was being asked to sign, why she was being asked to sign it, what would happen if she signed it, and the status of her assets. Carl was not given any information concerning the actions being taken by Defendants. As a result of this affirmative deception by Defendants and Nelva and Carl's reasonable reliance on that deception, Plaintiff did not know of these claims in this action until well after his mother's death on November 11, 2011. In fact, Plaintiff still does not know the full extent of his claims.

XIV.

Discovery Rule

39. Plaintiff affirmatively pleads the discovery rule and asserts that his claims have been brought within the required periods from the date when he knew, or reasonably should have known, that his claims had accrued.

XV.

Tolling of Limitations

40. Tex. Civ. Prac. & Rem. Code Ann. §16.062 tolls the limitations period for Plaintiff because of Elmer and Nelva's deaths.

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XVI.

Conditions Precedent

41. All conditions precedent to the recovery of the relief sought hereunder have occurred or have been performed. Plaintiff is prosecuting this action in good faith and with just cause for the purpose of determining and protecting the assets of the trusts.

XVII.

Prejudgment Interest

42. Plaintiff is also entitled to prejudgment interest on his claims.

XVIII.

Request for Attorneys' Fees

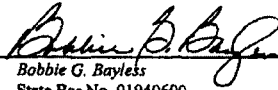
43. Plaintiff requests that he be allowed to recover his fees and expenses for this action pursuant to Tex. Civ. Prac. Rem. Code Ann. §37.009. Plaintiff further requests that this Court award Plaintiff his costs and reasonable and necessary attorney's fees which had to be incurred prior to and in connection with this matter pursuant to Tex. Prop. Code Ann. §114.064. Plaintiff also seeks awards for any appellate fees that may be required in connection with this action.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the parties listed above be cited to appear and answer, and that on final hearing this Court declare the rights, duties and liabilities of the parties to the Trust and enter a judgment as sought by Plaintiff and for such other and further relief to which Plaintiff may show himself justly entitled.

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Respectfully submitted,

BAYLESS & STOKES

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing instrument was forwarded to counsel of record via Telecopier on the 7th day of June, 2013, as follows:

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Crain, Caton & James, P.C.
1401 McKinney, 17th Floor
Houston, TX 77010


BOBBIE G. BAYLESS

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UNITED STATES DISTRICT COURT
FOR THE
SOUTHERN DISTRICT OF TEXAS

EXHIBIT 4

CANDACE LOUISE CURTIS,
PLAINTIFF

VS.

ANITA KAY BRUNSTING,
AMY RUTH BRUNSTING,
AND DOES 1-100,
DEFENDANTS

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CIVIL ACTION No. 4:12-cv-00592
JUDGE KENNETH M. HOYT

JURY TRIAL DEMANDED

PLAINTIFF'S FIRST AMENDED PETITION

I. PARTIES

1. Plaintiff, Candice Louis Curtis is a citizen of the State of California.
2. Defendant Anita Kay Brunsting is a citizen of the State of Texas, who has answered and appeared herein.
3. Defendant Amy Ruth Brunsting is a citizen of the State of Texas, who has answered and appeared herein.
4. Necessary Party and involuntary plaintiff is Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting, who is a citizen of the State of Texas and is expected to waive the issuance of citation. He is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.
5. Necessary Party is Carole Ann Brunsting, who is a citizen of the State of Texas, and who can be served with citation at 5822 Jason St., Houston, Texas 77074. She is being added to effectuate complete relief regarding the claims and to avoid the risk of inconsistent judgments being rendered.

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II. JURISDICTION AND VENUE

6. This Court had jurisdiction of the state law claims alleged herein pursuant to 28 USC § 1332(a)(1) – 28 USC § 1332(b), and 28 USC § 1332(C)(2) in that this action is between parties who are citizens of different states and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interests and costs. Jurisdiction may be destroyed if all necessary parties are joined.
7. The Res in this matter includes assets belonging to the Brunsting Family Living Trust (“Trust”) and assets belonging to the Estate of Nelva Brunsting, Deceased, under the care and control of Necessary Party Carl Brunsting.

III. NATURE OF ACTION

8. This action arises out of the misappropriate and mismanagement of assets that belonged to Nelva Brunsting during her life and of assets that belonged to the Brunsting Family Trust, and the execution of invalid documents seeking to amend the Brunsting Family Trust.

IV. CAUSES OF ACTION

9. Breach of Fiduciary Duty. Defendants Anita Brunsting and Amy Brunsting are Co-Trustees of the Trust and owed to Plaintiff, Carl Brunsting, and Carole Brunsting, a fiduciary duty, which includes : (1) a duty of loyalty and utmost good faith; (2) a duty of candor; (3) a duty to refrain from self-dealing; (4) a duty to act with integrity of the strictest kind; (5) a duty of fair, honest dealing; and (6) a duty of full disclosure. Defendants have violated this duty by engaging in self-dealing, by failing to disclose the existence of assets to Plaintiff, by failing to account to Plaintiffs for Trust assets and income, by failing to place Plaintiff’s interests ahead of their own, and by making distributions that deviate from the strict language of the Trust. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment

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interest and costs of court.

10. Fraud. Defendants Anita Brunsting and Amy Brunsting made misrepresentations of material facts with the intent that Plaintiff rely upon them, and Plaintiff did rely upon such misrepresentations to her detriment. Such misrepresentations included statements regarding the Trust, Trust assets, and her right to receive both information and Trust assets. On information and belief, Defendants made fraudulent misrepresentations to Nelva Brunsting upon which she relied to her detriment and to the ultimate detriment of her Estate. Plaintiff seeks actual and exemplary damages, together with pre- and post-judgment interest both on behalf of herself, and on behalf of the Estate of Nelva Brunsting, Deceased.
11. Constructive Fraud. Constructive fraud exists when a breach of a legal or equitable duty occurs that has a tendency to deceive others and violate their confidence. As a result of Defendants' fiduciary relationship with Plaintiff and with Nelva Brunsting, Defendants owed Plaintiff and Nelva Brunsting legal duties. The breaches of the fiduciary duties discussed above and incorporated herein by reference constitute constructive fraud, which caused injury to both Nelva Brunsting's Estate and Plaintiff. Plaintiff seeks actual damages, as well as, punitive damages individually and on behalf of Nelva Brunsting's Estate.
12. Money Had and Received. Defendants have taken money that belongs in equity and good conscience to Plaintiff, and has done so with malice and through fraud. Plaintiff seeks her actual damages, exemplary damages, pre- and post-judgment interest and court costs.
13. Conversion. Defendants have converted assets that belong to Plaintiff as beneficiary of the Brunsting Family Trust, assets that belong to the Brunsting Family Trust, and assets that belonged to Nelva Brunsting and that should be a part of her Estate. Defendants have

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wrongfully and with malice exercised dominion and control over these assets, and has damaged Plaintiff, the Brunsting Family Trust, as well as the Estate of Nelva Brunsting by so doing. Plaintiff seeks actual damages, exemplary damages, pre- and post-judgment interest and court costs, both individually and on behalf of the Decedent's Estate.

- 12082014:1418:PO200
14. Tortious Interference with Inheritance Rights. A cause of action for tortious interference with inheritance rights exists when a defendant by fraud, duress, or other tortious means intentionally prevents another from receiving from a third person an inheritance or gift that he would otherwise have received. Defendants herein breached their fiduciary duties and converted funds that would have passed to Plaintiff through the Brunsting Family Trust, and in doing so tortiously interfered with Plaintiff's inheritance rights. Plaintiff seeks actual damages as well as punitive damages.
 15. Declaratory Judgment Action. The Brunsting Family Trust was created by Nelva and Elmer Brunsting, and became irrevocable upon the death of Elmer Brunsting. After his death, Nelva executed a Qualified Beneficiary Designation and Exercise of Testamentary Power of Appointment ("Modification Documents"), which attempted to change the terms of the then-irrevocable Trust. Upon information and belief, Nelva did not understand what she was signing when she signed the Modification Documents, and signed them as a result of undue influence and/or duress. Plaintiff seeks a declaration that the Modification Documents are not valid, and further that the *in terrorem* clause contained therein is overly broad, against public policy and not capable of enforcement. Plaintiff further seeks a declaration as to her rights under the Brunsting Family Trust. Plaintiff contends and will show that she has brought her action in good faith.
 16. Demand for Accounting. Plaintiff seeks a formal accounting from Defendants in compliance

Case 4:12-cv-00592 Document 108 Filed in TXSD on 05/09/14 Page 5 of 6

with the Texas Property Code.

V. JURY DEMAND

17. Plaintiff hereby makes her demand for a jury trial in this matter.

VI. PRAYER

18. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final trial in this matter, she will take judgment for her actual and exemplary damages, actual and exemplary damages will be awarded to the Estate of Nelva Brunsting, that pre- and post-judgment interest and costs of court will be assessed against the Defendants, and that she be granted such other and further relief to which she may show herself justly entitled.

Respectfully Submitted,

OSTROM/sain
A limited Liability Partnership

BY: /s/ Jason B. Ostrom
JASON B. OSTROM
(Fed. Id. #33680)
(TBA #24027710)
NICOLE K. SAIN THORNTON
(TBA #24043901)
5020 Montrose Blvd., Ste. 310
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Attorneys for Plaintiff

12082014:1418:PO201

Case 4:12-cv-00592 Document 108 Filed in TXSD on 05/09/14 Page 6 of 6

12082014:1418:PO202

CERTIFICATE OF SERVICE

The undersigned hereby certifies that service on known Filing Users will be automatically accomplished through the Notice of Electronic Filing. Additionally, this document will be served by copy to any attorney-of-record for those parties in state court litigation.

/s/ Jason B. Ostrom
Jason B. Ostrom

EXHIBIT 21

MILLS SHIRLEY L.L.P.

ESTABLISHED 1846

GEORGE W. VIE III
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July 15, 2013

Re: Case No. 4:12-cv-00592; *Candace Louise Curtis v. Anita Kay Brunsting et al* – In the United States District Court for the Southern District of Texas, Houston Division

Mr. William G. West, C.P.A. & Bankruptcy Trustee
Southern District of Texas
12345 Jones Road, Suite 120
Houston, TX 77070

Dear Mr. West:

We previously delivered three binders, a folder, CDs (Bates #s AABrunsting.Financials 002359-004082) and a chart of the Brunsting accounts to you as requested and pursuant to the Court's order. We also delivered an additional binder and CD (Bates #s AABrunsting.Financials 004083-0042832). We want to provide the following information to assist you in your review of the documentation and to provide some background and context you otherwise might not have.

1. Under the terms of the Living Trust and its sub-trusts, the Trustee is entitled to a fee. Anita Brunsting became Successor Trustee on December 21, 2010. Ms. Brunsting consulted with Vacek & Freed, the attorneys who prepared the Living Trust and its sub-trusts, to determine the percentage amount of her fee. Instead of taking her \$41,070.08 Trustee's fee in cash, Ms. Brunsting paid her personal credit cards with trust assets and paid for some of her children's college expenses beginning May 5, 2011, through November 8, 2011. During this period, two percent of the trust value was \$45,826.00; thus we contend the Trustee's fee was reasonable. (See Bates 002346).
2. Mr. and Mrs. Brunsting had a history of making financial gifts to their five children as well as their seven grandchildren. Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses. Mrs. Brunsting continued gifting when she was

Mr. William G. West
July 15, 2013
Page 2

Trustee. The financial documents we have provided will not show all of the gifts to the older children and the older grandchildren, since many gifts were made prior to Mr. Brunsting's death. Because Anita and Amy are the youngest children and, in turn, their children are the youngest grandchildren, gifts to them may seem to predominate, when in fact all previous gifts to the older children and older grandchildren may not be reflected in the records. (See Bates 002341-002343). Further, prior to Anita becoming Trustee, Mr. and Mrs. Brunsting gave Candace Curtis at least \$42,000.00 and loaned her an additional \$20,000.00 against her inheritance. After Anita became Trustee, her mother requested that an additional \$11,000.00 in gifts be made to Candace Curtis (detailed below). See enclosed spreadsheet detailing gifts.

3. When Anita Brunsting became Trustee in December 2010, Mrs. Brunsting wanted to continue her history of gifting to her children and grandchildren. In May 2011, at her mother's direction, Anita transferred stock from the Survivor's Trust to Amy so that Amy could pay off her mortgage, and in June 2011 transferred stock from the Decedent's Trust to Carole so that Carole could update her home and pay off her mortgage. Note that Mrs. Brunsting wanted to ensure that Amy's and Carole's homes were paid off as she and her husband did the same for Anita in approximately 2005. (See Bates 002342-002343). Amy and her husband divorced and Mrs. Brunsting was concerned about the welfare of Amy and her children since Amy's ex-husband terminated his parental rights and was not paying any child support. Mrs. Brunsting also instructed Anita to make gifts to Amy's two children, J.B. and A.B., and for Anita's two children, Katie Riley and Luke Riley for future car and college expenses. Each of the four grandchildren received 135 shares of Chevron stock from the Survivor's Trust in June 2011. (See Bates 002343) Before Anita transferred the stock at her mother's instructions, she consulted with attorney Candace Freed of Vacek & Freed, the attorneys who prepared the Living Trust and its sub-trusts, and accountant Rich Rikkers confirming it was not improper to make these transfers.
4. In November 2010, Mrs. Brunsting sent an e-mail to Amy Brunsting stating Mrs. Brunsting was gifting Amy \$13,000.00, although the transfer was not complete until 2011. Specifically, \$7,000.00 was given on December 31, 2010, and \$6,000.00 was given on January 19, 2011 (See Bates 002333, 002360).
5. Mrs. Brunsting informed Anita that she had been giving money to Candace and instructed her to continue to give Candace what she needed. In April 2011, Anita gave \$3,000.00 to Candace Curtis. (See Bates 002334,002374) In June 2011, Anita gave \$2,000.00 to Candace Curtis. (See Bates 002336, 002384). In August 2011, Anita gave \$2,000.00 to Candace Curtis. (See Bates 002337, 002395) In October 2011, Anita gave \$2,000.00 to Candace Curtis. (See Bates 002338, 002404) In November 2011, Anita gave \$2,000.00 to Candace Curtis. In November 2011, Mrs. Brunsting instructed Anita to give \$2,000.00 for her son,

Mr. William G. West
July 15, 2013
Page 3

Luke Riley's education. (See Bates 002339, 002408-002409). Anita distributed \$12,585.60 in Exxon stock from the survivor's trust to Candace Curtis in June 2011 for a reserve to help Candace Curtis with expenses, should Mrs. Brunsting passed away.

6. In approximately July 2010, Carl Brunsting became very ill. He was hospitalized and, for a period of time, lived with Mrs. Brunsting instead of his wife, Drina Brunsting. Mrs. Brunsting paid almost \$47,000.00 for personal care providers for Carl. (See Bates 002344-002345).
7. Anita Brunsting resides in Victoria, Texas, approximately two hours and approximately 120 miles from her parents' home in Houston. Because Anita could not be with her mother on a daily basis, it was not practical for Anita to oversee her mother's daily incidentals. Thus, Mrs. Brunsting placed Carole Brunsting as a Joint Tenant with Right of Survivorship on one of her Bank of America accounts (ending in 9546), so Carole could assist with Mrs. Brunsting's day-to-day expenses. Since Anita was not a signatory on this account she, as Trustee, transferred funds into this account for her mother and Carole to write checks or make withdrawals for her mother's needs. Note that on April 7, 2011, a \$3,000.00 gift was given to Candace Curtis from this account. (See Bates 002336-002340). (This is in addition to the gifts to Candace Curtis described above.)
8. The Brunsting family home was sold in March 2012 and \$433,129.52 was deposited into the Survivor's Trust at Bank of America (account ending in 3523). (See Bates 002439) Because the deposits would exceed the FDIC limit, Anita Brunsting transferred \$167,000.00 to a Bank of America account ending in 3536. (See Bates 002459, 002524) However, this is an account of the Decedent's Trust, not the Survivor's Trust, so the funds were then transferred to a Survivor's Trust savings account at Bank of America (account ending in 8577). (See Bates 002527, 002576).

If you have any questions regarding the funds or transfers between accounts, my clients and I will be happy to answer them.

Thank you.

Sincerely,

/s/ George W. Vie III

George W. Vie III

United States District Court
Southern District of Texas
FILED
AUG 05 2016

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS
Plaintiff,

v

ANITA KAY BRUNSTING, et al
Defendants

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Civil Action No. 4:12-cv-00592

David J. Bradley, Clerk of Court

**PLAINTIFF CANDACE LOUISE CURTIS’
MOTION FOR SANCTIONS WITH POINTS AND AUTHORITIES
PRELIMINARY STATEMENT**

Plaintiff Advised Defendants’ Counsel of Ethical Violations and Counsel Refuses to Acknowledge or Remedy this Misconduct.

1. This Rule 11(b) Motion was served via email communication dated April 10, 2016 and via priority mail sent April 11, 2016.
2. Plaintiff included a letter advising Defendants’ Counsel that violation of a federal injunction and the orders of a federal Judge are a serious matter, and requested that Counsel advise as to how it would remedy its violations of the remand agreement and order. (Exhibit 8)
3. Counsel was also informed that federal and state rules impose a duty of candor, good faith and fair dealing on attorneys representing clients in the courts, including Fed. R. Civ. P. 11, and that violation of a federal injunction may be viewed more than a mere civil contempt.
4. Defendants responded with additional financial disclosures but did not respond to concerns expressed in regard to violations of the federal injunction and remand agreement. In particular, Defendants’ Counsel failed to even respond to their continued violation of the injunction’s command to “deposit income into an appropriate account for the beneficiary”.
5. Financial disclosures not only reveal Defendants’ failure to deposit income according to the injunctive orders of this Court, but also show that, as a consequence, excessive income tax

liabilities have been incurred by the trusts. These avoidable tax liabilities continue to accrue for 2016. The first quarterly estimated tax payment was made April 15, 2016 in the amount of \$6,170.00.

6. The current motion seeks sanctions against Defendants and their Counsel for deliberate violations of and abject refusal to obey this Court's Injunction and other Orders, even after having agreed to do so in order to secure a remand to Harris County Probate Court No. 4.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS
Plaintiff,

v

ANITA KAY BRUNSTING, et al
Defendants

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Civil Action No. 4:12-cv-00592

**PLAINTIFF CANDACE LOUISE CURTIS’
MOTION FOR SANCTIONS WITH POINTS AND AUTHORITIES**

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Nature and Stage of Proceedings

1. Plaintiff is one of five siblings. The controversy involves administration and settlement of a family trust purchased by Plaintiff's parents, Elmer and Nelva Brunsting, in 1996, as both a product and a service of Albert Vacek, Jr.
2. Elmer Brunsting passed April 1, 2009 and Nelva Brunsting passed November 11, 2011.
3. Plaintiff Candace Louise Curtis brought claims against Anita and Amy Brunsting in the United States District Court for the Southern District of Texas¹ on February 27, 2012, seeking an accounting and other lawful and equitable relief.
4. On March 6, 2012, Vacek & Freed staff attorney Bernard Mathews, appearing under the letterhead "Green and Mathews", filed a motion for an emergency order accompanied by a false affidavit signed and verified by Defendant Amy Brunsting.² (Exhibit 1)
5. On March 8, 2012, in reliance upon the material misrepresentations contained in Defendants' Motion and Affidavit, this Honorable Court dismissed Plaintiff Curtis Pro se Petition sua sponte, under the probate exception to federal diversity jurisdiction. Plaintiff Curtis filed a timely notice of appeal.
6. On January 9, 2013 the Fifth Circuit Court of Appeals, in a unanimous decision, reversed and remanded to this Court. Plaintiff Curtis immediately filed for a protective order.³
7. On January 29, 2013 Carl Brunsting, as Executor of the estate of Nelva Brunsting, filed suit against trust attorney Candace Kunz-Freed and Vacek & Freed P.L.L.C. in the Harris County District Court.⁴

¹ USDC Southern District of Texas CIVIL ACTION NO. 4:12-cv-00592

² See Amy Affidavit Exhibit 1

³ Candace Louise Curtis v. Anita Brunsting et al., 710 F.3d 406

⁴ No. 2013-05455; Carl Henry Brunsting v. Candace Freed & Vacek & Freed; 164TH Judicial District Court of Harris County, TX

8. On April 9, 2013 this Honorable Court issued a protective order enjoining Defendants Amy and Anita Brunsting from spending trust funds or liquidating trust assets without the Court's approval. (Exhibit 2)

9. On April 9, 2013 this Court verbally entered a protective order and on April 9, 2013 this Court published its Memorandum and Order for Preliminary Injunction.⁵

10. Plaintiff Curtis appeared on her Application for Order to Show Cause in October of 2013, but due to a medical emergency her assistant was hospitalized, in a coma and consequently, Plaintiff Curtis was unable to obtain the prepared briefing materials before that hearing.

11. This Court expressed a proper concern over Plaintiff's lack of preparation and advised Pro se Plaintiff Curtis to retain counsel so that the discovery process could proceed. Plaintiff Curtis had difficulty finding counsel within the Court's time frame and had the misfortune of retaining Jason Ostrom.

12. Upon appearing in the matter Mr. Ostrom conceived of an arrangement by which Defendants would agree to modification of Plaintiff's Petition to include her brother Carl Henry Brunsting as an involuntary plaintiff, thus polluting diversity and enabling a remand to the Harris County Probate Court.

13. Defendants agreed, as a condition of the remand arrangement, that they would honor this Court's injunction and all orders entered by the federal Court throughout the state Court proceedings, as if there had been no remand.

14. The remand order (Exhibit 3) is contained in this Court's record as document No. 112 and concludes with:

⁵ Document 45 in this Courts record.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.

Issues Presented

15. Plaintiff Candace Louise Curtis (Curtis) respectfully submits this Motion for Sanctions against Defendants and their Counsel pursuant to Fed. R. Civ. P. 11(b) and this Court's inherent power to vindicate its dignity and authority.

16. The current motion seeks sanctions against Defendants and their Counsel for deliberate violations of, and abject refusal to obey, this Court's Injunction and other Orders as hereinafter more fully appears.

17. This Motion is supported by the accompanying Exhibits and the points and authorities stated herein.

Standard of Review

18. The Committee Notes to the 1993 rule state that the abuse of discretion standard adopted by the Supreme Court in *Cooter & Gell* should continue to be applied to Rule 11 cases on appeal. See *Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 405 (1990) (establishing abuse of discretion as the standard to govern appellate court review of District Court decisions under Rule 11)

Jurisdiction

19. This Court retains jurisdiction to impose sanctions, even after its remand of this case to state court. See *Cooter & Gell v. Hartmax Corp.*, 496 U.S. 384, 396 (1990) (holding that a district court retains jurisdiction to impose Rule 11 sanctions even after a case has been voluntarily dismissed); see also *Desert Sch. Fed. Credit Union v. Johnson*, 473 Fed. App'x 804 (9th Cir. 2012) (holding that court "ha[s] jurisdiction to impose Rule 11 sanctions . . . even after

remanding the case to state court”); Bryant v. Britt, 420 F.3d 161, 164 (2d Cir. 2005) (district court is not deprived of jurisdiction to resolve the collateral issue of Rule 11 sanctions by virtue of an earlier order remanding the suit to state court); Unanue-Casal v. Unanue-Casal, 898 F.2d 839, 841 (1st Cir. 1990) (after dismissal of the removal petition, federal court retained jurisdiction to impose Rule 11 sanctions); Sibley v. Lincoln, Civ. A. No. C-07-258, 2007 WL 2176979, at *3 (S.D. Tex. July 27, 2007) (after remand, federal court retained jurisdiction to consider imposing sanctions on a removing party who allegedly misrepresented his citizenship to manufacture diversity) (citing cases).

20. As the Supreme Court explained in Cooter, the imposition of Rule 11 sanctions “requires the determination of a collateral issue” and “may be made after the principal suit has been terminated.” Cooter, 496 U.S. at 396; see also Rector v. Approved Fed. Sav. Bank, 265 F.3d 248 (4th Cir. 2001) (affirming the grant of a motion for sanctions served and filed ten days after the district court had dismissed all claims).

21. In addition to the authority under Rule 11, this Court has “the inherent power” to impose sanctions. Chambers v. NASCO, Inc., 501 U.S. 32, 41, 47, 46-49 (1991) (sanctions imposed under the inherent power for filing false and frivolous pleadings, as well as for bad faith conduct occurring “outside the confines of th[e] Court”); see also United States v. Shaffer Equipment Co., 11 F.3d 450, 458, 461-62 (4th Cir. 1993) (holding that the inherent power “is organic, without need of a statute or rule for its definition” and includes the power to “assess attorney’s fees”).

22. This honorable Court specifically retained jurisdiction over compliance with its injunction and other orders throughout the controversy, as reflected in the remand Order on file with the state Probate Court.

Ground for Motion

23. Plaintiff Curtis is informed and believes, and therefore avers that Defendants are in violation of Rule 11(b) for willfully violating this Court's Injunction and other Orders.

Specifically, this Court's Injunction:

24. The injunction enjoins Defendants from spending trust funds or liquidating trust assets without express court approval and commands Defendants to deposit income into an appropriate account for the beneficiary.

The Order: (Emphasis added)

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

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

Specifically, this Court Ordered:

25. Information relating to trust business is the property of all of the beneficiaries and not just Anita and Amy Brunsting⁶.

⁶ Transcript of April 9, 2013 page 37.

26. This Court further ruled that the trust is not liable to pay the personal legal liabilities of the Defendants and that any attorney fees paid from the trust would have to be paid equally by mutual agreement of all of the beneficiaries. (Exhibit 4)⁷

Information Disclosures

27. Defendants, Anita and Amy Brunsting, were personally present April 9, 2013⁸ when this Court entered the following Orders.

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

MR. VIE: Yes, Your Honor.

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

MR. VIE: I understand that.

28. The remand order was accepted by the state Probate Court on May 15, 2014, without qualification or reservation.

Defendants' Contrary Conduct in the State Court

29. Upon securing remand to state Court, the Mills Shirley attorneys moved to amend the federal injunction and after a non-productive mediation moved for leave to withdraw as counsel of record for Defendants.

30. Anita Brunsting then retained Bradley Featherston and Amy Brunsting retained Neal Spielman, and each resumed the same baseless positions disposed of by this Court at the

⁷ April 9, 2013 Transcript page 46 line 10 through page 47 line 2

⁸ Transcript of April 9, 2013 page 2 lines 15-16

injunction hearing and also assumed positions not included in the Defendants' affirmative defenses in the federal Court.

Unexplained Changes in Trust Assets

31. There have been no evidentiary hearings or rulings in the state Court that would affect this Court's April 9, 2013 Order for the disclosure of information to Plaintiff.

32. On June 15, 2015 Plaintiff sent yet another 90 day demand for statutory accounting. (Exhibit 5)

33. On June 25, 2015 Plaintiff received supplemental production from Anita Brunsting titled 2015-06-25 Anita Sup 5671-5813 (143 pages).

34. Anita's supplemental production included copies of bank and brokerage statements for March 2015 and May 2015, tax payment vouchers and check copies, supporting tax documents for 2014 and the July 1, 2008 Appointment of Successor Trustees.

35. A comparison of account numbers for the statements provided, versus the account numbers from the 1099's in the supporting tax documents for 2014, show four (4) accounts for which statements were not provided in this production.

36. A review of the Master's Report⁹ reveals a substantial decrease in dividend income in the Fourth Quarter of 2013, for one or more of these accounts. This would seem to indicate a substantial decrease in the value of the principal in these accounts during that period of time.

37. There were no reported trust business activities or expenses during that period that explain any expenditure, nor were statements ever provided for that period.

⁹ Case 4:12-cv-00592 Document 62 filed in TXSD on 8/08/13

Defendants are Refusing to Disclose Bank and Brokerage Statements

38. Plaintiff filed the Curtis v Brunsting lawsuit because Defendants, Anita and Amy Brunsting, while claiming to be trustees, refused to disclose information, answer inquiries or properly account for assets.

39. It was discovered by a compelled response that Defendants had violated trust provisions designed to preserve and protect trust principal by improperly invading principal and distributing assets unequally in their own favor. It was also discovered that they had failed to establish and maintain accurate books and records of accounts.¹⁰

40. Plaintiff has not received a proper statutory accounting as per her June 15, 2015 demand.

41. Defendants, Anita and Amy Brunsting, are again withholding bank and brokerage statements claiming Plaintiffs are not entitled to information because they violated the no contest clause in the imaginary 8/25/2010 QBD, by bringing litigation, and “may no longer be beneficiaries”.¹¹

42. Defendants, Anita and Amy Brunsting, are believed to be withholding bank and brokerage statements in effort to conceal violations of the federal injunction, as there can be no legitimate reason for their continued concealment of trust asset related information.¹²

43. Defendants also assume the position that Plaintiff must pay for fiduciary disclosures prior to receiving any trust information, in direct violation of this Court’s orders. Amy Brunsting’s opening remarks in her June 24, 2015 answer to Plaintiff Curtis’ interrogatories and requests for disclosures and production: (Exhibit 6)

¹⁰ See report of Special Master, Document 45 in this Court’s record.

¹¹ See Exhibit 6

¹² Transcript of March 9, 2016 Pages 15-end

Amy Brunsting ("Amy" or "Respondent") objects to the interrogatories and requests for production issued by Candace Louise Curtis ("Candace") to the extent they are, by Candace's own admission, first made pursuant to "fiduciary obligations" allegedly owed to her. If, via the trust documents, Candace actually has the right to inquire into the topics covered in her interrogatories and requests for production, then that right is subject to other provisions in the trust documents requiring her to pay costs associated with responding, which she has not done. As a result, Amy's purported obligation to address these issues with Candace has not yet been triggered, and will not trigger until, at least, all necessary costs have been paid.

To the extent Candace's interrogatories and requests for production are issued pursuant to the Texas Rules of Civil Procedure, Amy's objections, answers and responses are as follows:

Defendants Pugnaciously Refuse to Obey the Federal Injunction

44. Defendants claim that personal asset trusts have not been funded because of the lawsuits brought by Carl and Candace and because of the Injunction:¹³

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

45. This is obviously a violation of the federal Injunction and a direct contradiction with the Affidavit filed into this Court under penalty of perjury by Defendant Amy Brunsting on March 6, 2012. (Exhibit 1) At item 5 of that Affidavit Amy claimed: (emphasis added)

*As Co-Trustees, my sister and I have determined that it is impractical to give **each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston.***

46. Defendants' refuse to deposit income into an appropriate account for the beneficiary and are in knowing and deliberate contempt of this Court's injunctive orders and all conditions precedent to the remand agreement.

¹³ Amy Brunsting's June 24, 2015 answer to Plaintiff Curtis interrogatory No. 1

47. On March 30, 2015 Plaintiff inquired of defendants via email seeking disclosures regarding these four accounts and has received no responsive documents to date. (Exhibit 7)

Plaintiff Seeks Sanctions Sufficient to Penalize Defendants and their Counsel and Preserve the Integrity of the Proceedings Before This Honorable Court

48. Conduct by Defendants and their counsel in state Court, in wonton and willful disregard for this Court's Orders, warrants a wide range of sanctions, including monetary and non-monetary penalties including the relief provided by Rule 60(b), referral to the state bar, and whatever other equitable relief the Court deems appropriate to redress the prejudice Plaintiff has suffered as a result of these ethical violations. *See* Fed. R. Civ. P. 11 Advisory Committee's Note ("The court has available a variety of possible sanctions to impose for violations, such as striking the offending paper."); *see also Chambers*, 501 U.S. at 44-45 (discussing court's discretion to impose sanctions pursuant to its inherent power, and reasoning that "[a] primary aspect of that discretion is the ability to fashion an appropriate sanction for conduct which abuses the judicial process").

49. Rule 11 expressly provides for monetary sanctions, including "an order directing payment to the movant of part or all of the reasonable attorney's fees and other expenses directly resulting from the violation" and "an order to pay a penalty into court." Fed. R. Civ. P. 11(c)(4).

50. Sanctions are necessary and appropriate to redress the prejudice suffered by Plaintiff, to deter similar abuses by these defendants and their counsel in the future, in the interests of the public policy of upholding the dignity and authority of this Honorable Court and in the interests of justice.

Conclusion

51. Defendants have clearly expressed their disrespect for the federal injunction and the Orders entered by this Court in their state court pleadings and no other evidence is required for this Court to act to enforce its dignity and authority.

52. For the foregoing reasons, Plaintiff respectfully requests that the Court impose sanctions on Defendants and their counsel for the improper conduct, under Federal Rule of Civil Procedure 11 or pursuant to its own inherent authority.

53. In accordance with Fed. R. Civ. P. 11(c), this Motion is made separately from any other motion and is being served on Defendants' counsel on April 16, 2016.

54. If Counsel fails to take adequate curative measures within 21 days of service, Plaintiff will file this Motion with the Court.

Respectfully submitted,



Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

CERTIFICATE OF SERVICE


I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 16 day of April 2016, to the following via email and Priority Mail:

Attorneys for Anita Kay Brunsting

Stephen A. Mendel
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
steve@mendellawfirm.com

Attorneys for Amy Ruth Brunsting:

Neal E. Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
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nspielman@grifmatlaw.com



CANDACE L. CURTIS

CERTIFICATE OF SERVICE

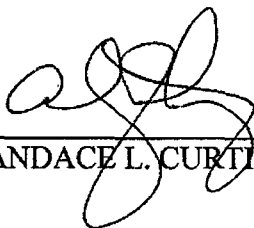
I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 2ND day of July 2016, to the following via U.S.P.S. Priority Mail:

Attorneys for Anita Kay Brunsting

Stephen A. Mendel
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1155 Dairy Ashford, Suite 104
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CANDACE L. CURTIS

CERTIFICATE OF SERVICE

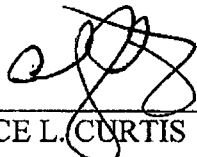
I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 1st day of August 2016, to the following via U.S.P.S. Priority Mail:

Attorneys for Anita Kay Brunsting

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CANDACE L. CURTIS

EXHIBITS

EXHIBIT 1 – Amy Brunsting Affidavit.....E1-E3
EXHIBIT 2 – Memorandum and Order Preliminary Injunction.....E4-E8
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EXHIBIT 1

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

CANDACE LOUISE CURTIS

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CIVIL ACTION NO. H-12-CV-592

vs.

ANITA KAY BRUNSTING, and
AMY RUTH BRUNSTING

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS §
COUNTY OF COMAL §

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.
2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.
3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.
4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.
5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at \$410,000. We listed the property for \$469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered \$469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

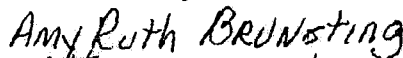
7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately \$270,000.


8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.


AMY RUTH BRUNSTING



Sworn to and signed before me by , on this 6th day of March, 2012.

Case 4:12-cv-00592 Document 10-1 Filed in TXSD on 03/06/12 Page 3 of 3

Teresa Simmons
Notary Public in and for the State of Texas



Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS,

Plaintiff,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

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CIVIL ACTION NO. 4:12-CV-592

MEMORANDUM AND ORDER
PRELIMINARY INJUNCTION

I. INTRODUCTION

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

II. BACKGROUND

A. Procedural Background

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

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

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

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

B. Contentions of the Parties

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

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

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

III. STANDARD OF REVIEW

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

IV. DISCUSSION AND ANALYSIS

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

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

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

The plaintiff complains that the Trustee has failed to fulfill the duties of Trustee since her appointment. Moreover, the Court finds that there are unexplained conflicts in the Trust document presented by the defendants. For example, The Trust document [Exhibit 1] shows an execution date of January 12, 2005.¹ At that time, the defendants claim that Anita Kay served as the Trustee. Yet, other records also reflect that Anita Kay accepted the duties of Trustee on December 21, 2010, when her mother, Nelva Erleen resigned as Trustee. Nelva Erleen claimed in her resignation in December that she, not Anita Kay, was the original Trustee.

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

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

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

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

It is so Ordered

SIGNED on this 19th day of April, 2013.



Kenneth M. Hoyt
United States District Judge

EXHIBIT 3

05222014:1501:P0013

On

PROBATE COURT 4

412249

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Nelva Brunsting, *Deceased*

CANDACE LOUISE CURTIS, *et al*,

Plaintiffs,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

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CIVIL ACTION NO. 4:12-CV-592

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be GRANTED.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are opposed to this remand and that no parties have filed any objection thereto.

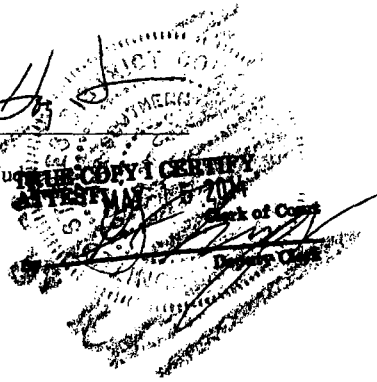
05222014:1501:P0014

It is, therefore, ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.

Kenneth M. Hoyt
Kenneth M. Hoyt
United States District Judge



FILED
2014 MAY 22 PM 2:14
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COUNTY CLERK
HARRIS COUNTY, TEXAS

EXHIBIT 4

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF TEXAS
3 HOUSTON DIVISION

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

7
8 TRO HEARING
9 BEFORE THE HONORABLE KENNETH M. HOYT
10 UNITED STATES DISTRICT JUDGE

11 For the Plaintiff:

12 Ms. Candace Louise Curtis
13 Pro Se
14 1215 Ulfonian Way
15 Martinez, California 94553

16 For the Defendants:

17 Mr. George William Vie, III
18 Mills Shirley LLP
19 1021 Main Street
20 Suite 1950
21 Houston, Texas 77002

22 Court Reporter:

23 Fred Warner
24 Official Court Reporter
25 515 Rusk Ave.
Houston, Texas 77002

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

1 THE COURT: Good morning. Please be seated.

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

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

6 MS. CURTIS: Yes, Your Honor.

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

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

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

13 MR. VIE: Yes, Your Honor.

14 THE COURT: Are these your clients or --

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

17 THE COURT: Both defendants.

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

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Okay. Very good.

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

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

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

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

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

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

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

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

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

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

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

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

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

3 MS. CURTIS: Yes.

4 THE COURT: Go ahead please.

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

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

9 MS. CURTIS: Elmer H. Brunsting.

10 THE COURT: All right.

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

16 THE COURT: Your brother would be Carl?

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

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

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

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

7 MS. CURTIS: Yes, Your Honor, yes.

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

12 THE COURT: When did this happen?

13 MS. CURTIS: In July of 2010.

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

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

18 THE COURT: Is he still in a coma?

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

21 THE COURT: Okay. Very good. Go ahead.

22 MS. CURTIS: And has been.

23 THE COURT: I will be asking questions of him.

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

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

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

8 MS. CURTIS: A qualified beneficiary designation.

9 THE COURT: All right.

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

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

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

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

24 THE COURT: Okay.

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

1 phone call.

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

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

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

20 THE COURT: Was that to recognize the five children?

21 MS. CURTIS: Yes.

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

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

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

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

5 THE COURT: Surely.

6 And then your mother died when?

7 MS. CURTIS: 11-11-11.

8 THE COURT: Oh, is that right?

9 And at that time your father was already
10 deceased?

11 MS. CURTIS: Yes, Your Honor.

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

15 MS. CURTIS: It was in October --

16 THE COURT: October.

17 MS. CURTIS: -- of 2010.

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

20 And so go ahead and pick up there.

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

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

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

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

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

14 THE COURT: Sure.

15 All right. Go ahead.

16 MS. CURTIS: Unbeknownst to me, my sister Carole
17 received 1,300 plus shares and my sister Amy received over
18 1,000 shares.

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

25 THE COURT: So was she the person doing the

1 disbursing of these shares?

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

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

6 MS. CURTIS: Uh-huh.

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

10 MS. CURTIS: He got nothing.

11 THE COURT: All right. Okay. Go ahead.

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

13 THE COURT: Probate court?

14 MS. CURTIS: -- state court and also in probate.

15 It's not a lawsuit, but he has filed from probate as
16 defendant executor. And he has gotten pages and pages and
17 pages of information from my sisters in another lawsuit that
18 it was a pre-suit request for depositions to get information
19 in case they were going to file suit.

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

24 THE COURT: What is the title of it?

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

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

3 THE COURT: Transfer form relating to?

4 MS. CURTIS: The Exxon/Mobil stock.

5 THE COURT: Okay.

6 MS. CURTIS: And so, at the top of the page my
7 sister Anita's 160 shares, and the bottom of the page is my
8 160 shares.

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

14 THE COURT: Uh-huh.

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

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

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

22 THE COURT: All right.

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

25 I also have two different --

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

7 In 2010, you show -- I don't know if you have
8 your petition there with you, but you showed in 2010 there
9 was Chevron/Texaco, Exxon/Mobil, Edward Jones and a total of
10 \$554,000 more or less in the -- I gather is this in the
11 decedent's account.

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

14 THE COURT: Yes, page 3.

15 MS. CURTIS: Those are just the net changes.

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

18 MS. CURTIS: Yes.

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

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

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

25 MS. CURTIS: By virtue of the farm.

1 THE COURT: F-a-r-m, farm?

2 MS. CURTIS: Yes, family farm in Iowa.

3 THE COURT: That was sold?

4 MS. CURTIS: No, it was not.

5 THE COURT: What's on the farm that's increasing
6 these prices? What are they harvesting?

7 MS. CURTIS: Corn and soybean.

8 THE COURT: Is that for profit or just simply --

9 MS. CURTIS: To my understanding we have a lease
10 with the farmer.

11 THE COURT: Okay. And so lease itself pays a
12 certain amount of money annually or however.

13 MS. CURTIS: Yes.

14 THE COURT: Those assets or that money goes into the
15 estate?

16 MS. CURTIS: I believe so.

17 THE COURT: And that accounts for some of the
18 increase, as you understand them?

19 MS. CURTIS: Yes.

20 THE COURT: All right. So at this point in time,
21 "this point in time" being 2012, there has been a total of
22 338 or 339,000 in assets removed from the estate, and there
23 is still approximately, as far as you know, three-plus
24 million dollars in the estate?

25 MS. CURTIS: Yes, Your Honor.

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

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

10 THE COURT: Okay.

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

15 MS. CURTIS: Yes, Your Honor.

16 THE COURT: Is she handling this alone?

17 MS. CURTIS: To my knowledge she is.

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

21 MS. CURTIS: I assume.

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

24 MS. CURTIS: Yes, Your Honor.

25 THE COURT: And what is the status as you understand

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

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

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

8 MS. CURTIS: Right.

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

10 MS. CURTIS: Yes.

11 THE COURT: Where is he now?

12 MS. CURTIS: At home, I would assume.

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

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

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

18 MS. CURTIS: No, I have not.

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

20 MS. CURTIS: No, he has not.

21 THE COURT: Does he have an attorney?

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

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

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

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

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

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

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

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

23 THE COURT: Okay.

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

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

3 THE COURT: On what authority or what basis.

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

5 THE COURT: Okay.

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

8 MS. CURTIS: They're spending them.

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

11 MS. CURTIS: Yes, Your Honor.

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

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

16 THE COURT: Successor/co-trustee.

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

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

1 one-fifth of the estate?

2 MS. CURTIS: I have never received a notice.

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

6 MS. CURTIS: No, I do not.

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

9 MS. CURTIS: That's correct.

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

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

14 THE COURT: Okay.

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

18 THE COURT: All right.

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

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

25 MS. CURTIS: I have been told nothing.

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

3 MS. CURTIS: Yes, I have.

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

6 MS. CURTIS: No, I did not.

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

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

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

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

20 THE COURT: All right. And that was refused.

21 Okay. What else?

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

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

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

5 THE COURT: All right. Okay.

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

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

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

19 THE COURT: Okay.

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

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

3 MS. CURTIS: Yes, Your Honor.

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

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

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

11 MS. CURTIS: In early 2012.

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

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

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

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

18 THE COURT: If there is such a person.

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

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

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

1 mother.

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

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

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

7 THE COURT: Why not?

8 MS. CURTIS: Except through her attorneys.

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

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

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

16 MS. CURTIS: I inferred that from --

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

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

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

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

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

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

1 voice mail, she doesn't call me back.

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

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

7 MS. CURTIS: Yes, Your Honor.

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

10 MR. VIE: Yes, Your Honor.

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

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

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

18 Oh, the list. I see.

19 MR. VIEW: Yes, sir.

20 THE COURT: I haven't read these.

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

24 THE COURT: All right.

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

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

4 Because you heard a lot about this qualified
5 beneficiary designation.

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

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

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

12 MR. VIE: I'm sorry?

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

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

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

25 THE COURT: That would have been relative to the

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

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

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

7 MR. VIE: Yes.

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

12 So what happened?

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

15 THE COURT: Okay.

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

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

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

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

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

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

9 MR. VIE: November of 2010, Your Honor.

10 THE COURT: November of 2010, okay.

11 MS. CURTIS: 2011.

12 THE COURT: 2011.

13 MR. VIE: 11-11-2011.

14 THE COURT: Right.

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

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

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

25 THE COURT: Oh, obviously.

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

3 MR. VIE: Right.

4 THE COURT: And now the mother dies in November of
5 2011, and then what happens?

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

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

11 MR. VIE: Yes, Your Honor.

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

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

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

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

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

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

9 MR. VIE: Yes.

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

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

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

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

19 MR. VIE: Yes, sir.

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

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

24 THE COURT: Of all of these five trusts?

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

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

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

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

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

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

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

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

17 MR. VIE: Yes. That's right.

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

20 MR. VIE: That's my understanding.

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

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

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

1 not in charge of it, is what I understand.

2 MR. VIE: All right.

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

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

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

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

15 MR. VIE: Yes, sir.

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

18 MR. VIE: The will has been probated.

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

21 MR. VIE: Yes, Your Honor.

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

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

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

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

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

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

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

12 THE COURT: Right.

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

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

18 MR. VIE: Exhibit 1.

19 THE COURT: Okay. The entirety?

20 MR. VIE: Yes, sir.

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

22 MR. VIE: Yes.

23 THE COURT: Okay.

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

1 brother's suit that he brought.

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

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

11 MR. VIE: No, Your Honor.

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

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

16 THE COURT: Is he without bond and independent?

17 MS. CURTIS: Yes.

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

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

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

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

1 distinct from this lawsuit.

2 MR. VIE: Okay.

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

5 MR. VIE: Yes, sir.

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

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

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

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

18 MR. VIE: That is correct, Your Honor.

19 THE COURT: Okay.

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

22 MR. VIE: Yes, Your Honor.

23 THE COURT: All right.

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

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

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

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

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

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

15 MR. VIE: Well, I --

16 THE COURT: I'm telling you that.

17 MR. VIE: Okay.

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

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

24 THE COURT: Is there something that I am missing?

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

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

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

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

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

22 MR. VIE: No, Your Honor.

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

24 MR. VIE: Yes, Your Honor.

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

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

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

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

7 MR. VIE: Understand.

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

12 MR. VIE: Okay.

13 THE COURT: The entire estate is together.

14 MR. VIE: Yes, Your Honor.

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

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

24 MR. VIE: Understood, Your Honor.

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

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

6 MR. VIE: Yes, Your Honor.

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

12 MR. VIE: I understand that.

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

15 MR. VIE: From settling it?

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

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

21 THE COURT: Sure.

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

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

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

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

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

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

16 THE COURT: Okay.

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

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

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

24 THE COURT: Right.

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

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

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

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

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

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

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

24 MR. VIE: Yes, Your Honor.

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

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

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

7 MR. VIEW: So those are my --

8 THE COURT: That's it.

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

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

21 MR. VIE: Yes, Your Honor.

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

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

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

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

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

7 THE COURT: Okay.

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

11 MS. CURTIS: I object to that.

12 THE COURT: Hold on.

13 Go ahead.

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

16 THE COURT: Yes.

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

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

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

1 THE COURT: Those were prepared?

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

4 THE COURT: Okay.

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

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

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

14 MR. VIE: Okay.

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

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

20 THE COURT: That would be Anita herself.

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

24 MR. VIE: Sioux City, Iowa.

25 THE COURT: Yeah, in Iowa.

1 And excuse me. What were you about to say?

2 You disagree with what, Ms. Curtis?

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

5 THE COURT: Is that the attorney?

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

8 THE COURT: He's your cousin?

9 MS. CURTIS: He's our cousin.

10 THE COURT: Okay.

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

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

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

24 THE COURT: Let me address a couple of things.

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

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

3 MS. CURTIS: Yes.

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

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

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

20 MR. VIE: Yes.

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

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

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

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

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

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

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

1 MR. VIEW: Iowa.

2 MS. CURTIS: Rickers in Iowa.

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

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

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

21 MR. VIE: I understand.

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

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

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

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

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

13 MS. CURTIS: Too many C's.

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

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

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

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

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

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

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

12 MR. VIEW: Yes, Your Honor.

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

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

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

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

1 do it.

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

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

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

9 MR. VIEW: Yes, Your Honor.

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

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

21 MR. VIE: Yes, Your Honor.

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

24 Anything else?

25 MS. CURTIS: No, Your Honor.

1 MR. VIEW: No, Your Honor.

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

4 Good morning. Did you drop something on your
5 foot?

6 MS. BRUNSTING: I broke my foot.

7 THE COURT: Raise your right hand.

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

11 MS. BRUNSTING: I swear.

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

14 MS. BRUNSTING: (Indicating in the affirmative.)

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

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

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

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

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

10 MR. VIE: Yes, sir.

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

14 THE COURT: Absolutely.

15 MR. VIE: Okay.

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

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

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

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

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

1 15th or is there another cycle?

2 MS. BRUNSTING: No, by April 15th.

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

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

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

10 THE COURT: Right.

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

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

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

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

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

1 MR. VIE: Yes, Your Honor.

2 MS. BRUNSTING: Okay.

3 THE COURT: All right. Thank you very much.

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

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

12 Okay. Thank you very much.

13 MR. VIE: Thank you, Your Honor.

14

15 (Conclusion of Proceedings)

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CERTIFICATION

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

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

Fred Warner, CSR
Official Court Reporter

EXHIBIT 5

MIME-Version: 1.0

Content-Type: multipart/mixed; boundary="-----_Part_483675_1625879494.1443134736376"

On Monday, June 15, 2015 3:40 PM, Candace Curtis <occurtis@sbcglobal.net> wrote:

Anita and Amy have a fiduciary **obligation** to provide **ALL** of the beneficiaries with the same information regarding trust income and expenses, on a regular basis. **IT IS THEIR DUTY TO ACCOUNT**, and to keep us advised of our beneficial interests, yet they have failed to properly do so for more than 4 and a half years.

Judge Butts' September 4, 2014 order states that the trustees:

"- provide all parties with notice of their intent to pay all federal income taxes... within five business days of the receipt of the amount of taxes due along with all documentation received from the accountant of the amount of such taxes and provide all parties with copies of all tax returns to be filed... and all invoices from the accountant related to the preparation of federal and state income tax returns...; and provide all parties with copies of the checks paid within five business days of the date of payment and a copy of all executed documents filed with the checks;"

Your flagrant disrespect of the federal injunction, calling it questionable, and Anita's willful violation of the injunction is contemptible, to say the least.

None of the criteria of Judge Butts' order has been met.

Please provide the backup for the 2014 Decedent's Trust Form 1041. Line 14 - Attorney, accountant, and return preparer fees, in the amount of \$16,831, needs to be supported in more detail, as does the capital gain on line 4.

Please send copies of all bank and brokerage statements for 2014. It is possible these were forwarded earlier to prior counsel, but I don't have them.

The payment to Kroese & Kroese P.C. for the "farm lease" (BRUNSTING005519) was unauthorized and a violation of the injunction.

Amy and Anita's failure to negotiate the EE Bonds before they reached the point where they "may not be reissued or replaced" cannot be excused. The assertion that they did not know about them, when they themselves disclosed their existence in their April 9, 2013 CD, simply won't cut it. On August 13, 2013, in response to their objection to the Report of Master, at item 4, I identify the missing EE Bonds as known assets of the trust that the trustees did not account for. On September 3, 2013, at a hearing on the Report of Master, during Mr. West's testimony, he mentioned his curiosity as to the whereabouts of said bonds. A check with the Treasury Department website revealed how easy it is to have the bonds replaced or reissued when they have been lost, or stolen (as the case may be). One need only submit the documentation as listed on the attached letter I received from the Treasury Department, dated October 8, 2014. I do not possess this documentation, the trustees are supposed to have these instruments.

This failure equates to approximately \$6,500.00 in lost value of the trust assets. Whether it is irresponsible, reckless, careless, negligent, or intentional, is inconsequential in the face of the blatant refusal of the trustees to properly protect and account for these assets. It is not even a little amusing that three years after Anita allegedly became trustee, that she should claim

20-20566.2548

ignorance as to the trusts' ownership interest in those bonds or that after more than 2 years of attempting to get them to account for the bonds it is apparently the plaintiff's fault for not consenting to the trustees' cashing of bonds not even in their possession.

This electronic communication shall stand as a demand for a full, true, and complete accounting, certified as such, in conformance with the Texas Property Code and the common law.

It is also my final informal demand for the fiduciary disclosure, which the trustees full well know is the property of all five beneficiaries, and I do not have to pay them anything to meet their fiduciary obligations. Let's start with the July 1, 2008 appointment that you assert has already been disclosed.

Candace L. Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

Attachments:

10082014 EE Bond Treasury Response Letter to candy.pdf

4.4 MB

EXHIBIT 6



GRIFFIN & MATTHEWS

Attorneys at Law

1155 Dairy Ashford, Suite 300

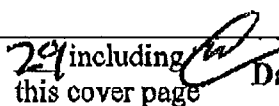
Houston, Texas 77079

(281) 870-1124

(281) 870-1647 FAX

FACSIMILE TRANSMISSION

To:	Bobbie Bayless Darlene Payne Smith Bradley Featherston	Fax:	713.522.2218 713.658.1921 281.759.3214	Phone:	713.522.2224 713.752.8640 281.759.3213
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From:	Ncal E. Spielman	Pages:	29 including  this cover page	Date:	6/24/2015
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Re: Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.*; In Probate Court No. Four (4) of Harris County, Texas

PLEASE DELIVER AS SOON AS POSSIBLE

- Amy Brunsting's Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production (with Verification)

THIS FACSIMILE TRANSMISSION (AND/OR THE DOCUMENTS ACCOMPANYING IT) IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION WHICH IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE AND MAY CONTAIN INFORMATION BELONGING TO THE SENDER WHICH IS PROTECTED BY THE ATTORNEY-CLIENT PRIVILEGE. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by telephone.

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June 24, 2015

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NEAL E. SPIELMAN
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Ms. Candace Louise Curtis
218 Landana Street
American Canyon, California 94503

Via C.M.R.R.R.
7014 0150 0001 5384 0078

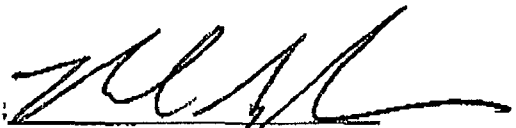
RE: Cause No. 412,249-401; *Carl Brunsting, et. al. v. Anita Brunsting, et. al.*; In
Probate Court No. Four (4) of Harris County, Texas

Dear Ms. Curtis:

In accordance with the Texas Rules of Civil Procedure, enclosed please find my client's
Objections, Answers and Responses to the written interrogatories and requests for production
recently issued. My client's verification is also enclosed.

Very truly yours,

Griffin & Matthews

By: 
Neal E. Spielman

NES:mf
Enclosures

cc: Ms. Bobbie G. Bayless
Bayless & Stokes
Via Facsimile: 713.522.2218

Ms. Darlene Payne Smith
Crain, Caton & James
Via Facsimile: 713.425.7945

Mr. Bradley E. Featherston
The Mendel Law Firm, L.P.
Via Facsimile: 281.759.3214

NO. 412,249-401

CARL HENRY BRUNSTING, et. al.	§	IN PROBATE COURT
	§	
v.	§	NUMBER FOUR (4) OF
	§	
ANITA KAY BRUNSTING, et. al.	§	HARRIS COUNTY, TEXAS


**AMY RUTH BRUNSTING'S
OBJECTIONS, ANSWERS AND RESPONSES TO CANDACE LOUISE CURTIS'S
WRITTEN INTERROGATORIES AND REQUESTS FOR PRODUCTION**

TO: Candace Louise Curtis, Pro Se, -- 218 Landana Street, American Canyon, California 94503

Amy Ruth Brunsting, serves these Objections, Answers and Responses to Candace Louise Curtis' Written Interrogatories and Request for Production in accordance with the Texas Rules of Civil Procedure.

Respectfully submitted,

GRIFFIN & MATTHEWS

BY: 

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*ATTORNEYS FOR DEFENDANT,
AMY RUTH BRUNSTING*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 24th day of June 2015, to the following in the manner set forth below:

Candace Louise Curtis -- Pro Se:

Candace Louise Curtis
218 Landana Street
American Canyon, California 94503
Via C.M.R.R. 7014 0150 0001 5384 0078

Attorneys for Carl Henry Brunsting:

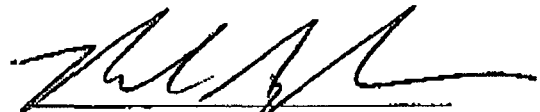
Bobbie G. Bayless
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Attorneys for Carole Ann Brunsting:

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NEAL E. SPIELMAN

OBJECTIONS, ANSWERS & RESPONSES

Amy Brunsting ("Amy" or "Respondent") objects to the interrogatories and requests for production issued by Candace Louise Curtis ("Candace") to the extent they are, by Candace's own admission, first made pursuant to "fiduciary obligations" allegedly owed to her. If, via the trust documents, Candace actually has the right to inquire into the topics covered in her interrogatories and requests for production, then that right is subject to other provisions in the trust documents requiring her to pay costs associated with responding, which she has not done. As a result, Amy's purported obligation to address these issues with Candace has not yet been triggered, and will not trigger until, at least, all necessary costs have been paid.

To the extent Candace's interrogatories and requests for production are issued pursuant to the Texas Rules of Civil Procedure, Amy's objections, answers and responses are as follows:

Interrogatory No. 1 (Really, Interrogatories 1-4)

(a) Regarding the Affidavit in Support of Removal of Lis Pendens, Sworn to and signed by you on March 6, 2012, at Item 5 you state:

"As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston."

With respect to this statement:

i. **Has a Personal Asset Trust been set up for?**

- 1. **Candace Louise Curtis**
- 2. **Carole Ann Brunsting**
- 3. **Carl Henry Brunsting**
- 4. **Amy Ruth Brunsting**
- 5. **Anita Kay Brunsting**

If the answer to any of 1 - 5 is yes, please state when and how each personal asset trust was "set up", how and from what assets each was funded. Please explain also the dispositive provisions for the personal asset trusts and the instruments from which each article was derived. Please also explain what administrative provisions were used to "set up" the personal asset trusts and identify the instrument(s) from which those provisions were derived.

If the answer to any of 1 - 5 is no, please explain the process for the creation of the personal asset trust(s) and itemize, with a particularity, the causes for your failure to establish said trust(s).

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Personal Asset Trusts have not been established. This is a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

(b) At item 10 you state:

"The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the Lis Pendens so the sale can be consummated, for the benefit of all of the heirs".

The house sold more than 3 years ago, what benefit has any heir received from the sale of the house?

Answer:

Objection. Respondent objects to this Request as phrased. It is vague, confusing, premature, misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The proceeds from the sale of the house have been deposited in an interest-bearing account where they will remain pending resolution of the various legal proceedings initiated by Carl and Candace

(c) At item 3 in your Affidavit in Support of Removal of Lis Pendens, dated March 6, 2012, you state:

"The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance."

With respect to this statement:

Our father died April 1, 2009. At the time of his death the named successor co-trustees, as per the 2007 Amendment, were Carl and Candace. "Our parents" removed your name as successor co-trustee with the 2007 Amendment, and my name remained as a successor co-trustee with Carl. What instruments created between the 2007 Amendment and our father's death indicate: "our parents did not feel she was competent to handle her own inheritance"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

All of them. Taken in their totality, the documents evidence our parents changing attitudes and confidence in Candace and Carl's respective abilities to properly care for themselves, manage money, make reasonable decisions, avoid negative influences in the form of spouses and/or significant others, etc.

Interrogatory No. 2 (Really, Interrogatories 5-8)

In your Verified Answer to Plaintiff Carl Brunsting's Petition for Declaratory Judgment, for Accounting, for Damages, for Imposition of a Constructive Trust, and for Injunctive Relief, filed May 13, 2013, you state:

"AMY RUTH BRUNSTING F/F/A AMY RUTH TSCHIRHART is not liable as Trustee of the Carl Henry Brunsting Personal Asset Trust and the Amy Ruth Brunsting Asset Trust because such trusts have not been created and therefore do not contain any trust property."

Section 3(A)(A) at page 5 of the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment" states:

A. Establishment of the Personal Asset Trust:

A Personal Asset Trust shall be created for a beneficiary of the Trust when, under any other provision of this Trust Agreement, a distribution of the Trust Estate specified to be made to said beneficiary's Personal Asset Trust first occurs.

Pursuant to Article X Section "A" of the family trust, distributions were specified to be made to the five personal asset trusts at the death of the Surviving Founder.

Section A. Our Beneficiaries

Unless one of us shall otherwise direct in a qualified beneficiary designation as to his or her ownership interest in the trust, all trust property not previously distributed under the terms of our trust shall be divided and distributed in accordance with the terms of this trust declaration and as follows:

That event occurred on November 11, 2011.

- (a) **What clause in what trust instrument allows the trustees to ignore the dispositive provisions of Article X (compelling establishment of personal asset trusts) and to continue acting as trustees for the Survivor's and Decedent's trusts well beyond the period of time necessary to settle those trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Further, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part.

- (b) **Did the trustees ever have any intention of funding individual asset trusts? If yes, when, for whom, in what proportions, and based upon what criteria?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

- (c) **Did the trustees ever intend to render full, true, and complete accounts? If yes, why have proper accounts not been rendered?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. Further, it seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons. Additionally, it is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Upon becoming co-trustee, my intent was to follow my mother's wishes as expressed in the documents drafted for her by her attorneys, at her request. Subsequently, the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl have prejudiced my ability to do so.

- (d) **Which of the ten purposes for establishing personal asset trusts, expressed in the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement", were considered in the decision not to express and fund personal asset trusts?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The document speaks for itself relative to the Trustor's intent. This notwithstanding, the Personal Asset Trusts have not been established as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. If, as and

when formed, they will be formed according to the applicable trust documents and with the assistance of the appropriate professionals, as determined by the co-trustees.

Interrogatory No. 3 (Really, Interrogatories 9-10)

You communicated with Frost Bank by email on January 24, 2012 "about the management of the trust accounts for my brother Carl and my sister Candy". Your email states "A copy of the trust is attached". The only attachment was the August 25, 2010 "Qualified beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement".

- (a) **Is it your opinion that the 8/25/2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement" constitutes the complete trust agreement from which the personal asset trusts are to be created?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is confusing, misleading and capable of causing jury confusion. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

- (b) **What was the reason why Frost Bank declined the management of the trust accounts for Carl and Candy?**

Answer:

Objection. Respondent objects to this Request as phrased. It is multifarious, consisting of more than one discrete sub-part. It is vague, confusing, misleading and capable of causing jury confusion. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My understanding is that Frost Bank declined as a result of real property being located outside the State of Texas. Whether there were other or different reasons, I cannot say.

Interrogatory No.4 (Really, Interrogatories 11-15)

In 2011, you, Ann, and Jack each received distributions in the form of Exxon and Chevron securities.

- (a) **Were you involved in the decision to distribute those assets? If yes, what trust distribution standard was utilized and what facts were considered in relation to those standards as that criteria relates to each of the five Brunsting beneficiaries?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The Exxon and Chevron securities were received while my mother was still alive. They were presented as gifts. I was not involved in mother's decision.

(b) Were you aware that those distributions were not equal?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Yes, I was aware that the gift I received was not the same amount as the gifts received by Ann and Jack. However, to my knowledge, the amounts received by Ann and Jack were equal in amount to similar gifts received by mother's other grandchildren

(c) Were you aware that Carl received no stock or other assets of any kind at that time?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe this is a true statement. I believe, at or around this time, Carl was receiving monies from mother directly and/or via mother's payment of bills, invoices or other expenses.

(d) Were you involved in the decision making process in labeling those distributions as gifts?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. Further, it is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I do not believe that any monies, securities, etc. given out by mother while she was alive were distributions; but, no, I was not involved in any "decision" of this sort.

(e) Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article III Qualified Beneficiary Designation? If yes; what was the specific property, to who

was the specific property directed to be distributed, when, in what proportions and according to what criteria?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It is vague and confusing. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

I was not a co-trustee until after mother died in November 2011, so I was not involved in anything that occurred up until that time, and Candace's lawsuit began approximately 3 months later. As to specific trust property and its distribution, the documents speak for themselves.

Interrogatory No. 5 (Really, Interrogatories 16-26)

As co-trustee, regarding the exercise of "Sole and Absolute Discretion" in recent opposition to a distribution to Candace Curtis:

(a) What are, and how did the trustees interpret, the particular distribution standards contained in "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(b) What is the trustee's process for making discretionary distribution decisions?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or

obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

- (c) **What does the trustee require when asked to consider other resources and establish the beneficiary's standard of living?**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

- (d) **Does the trust require a beneficiary to waive their right of privacy as a condition of receiving a beneficial interest? If so, identify the controlling provisions and the instrument(s) that contain those provisions.**

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to standards stated therein. Otherwise, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(e) Does the trustee work with distribution advisors? If so, who and when? If not, why not?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. It seeks information that is more appropriately requested or obtained from a person or persons over whom Respondent has no control. Respondent can only respond for herself, and is not empowered to speak for other third persons.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

My ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl.

(f) What types of distributions would the trustees like a beneficiary to receive?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(g) For what purposes can the beneficiary request a distribution from the trust?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(h) When would the trustees like distributions to be made and in what priority?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(i) What circumstances should or should not exist prior to a distribution from "the trust"?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein. Further, my ability to act as a co-trustee has been prejudiced, hampered and otherwise restricted as a result of the various lawsuits that have been filed by Carl and Candace, as well as the injunction previously requested by Candace and Carl. Resolution of these lawsuits could serve as a means by which it might be determined "when" (and to whom) distributions may be made.

(j) Who should be involved in the decision making process?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious, consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

(k) What factors does the decision-maker measure in determining the beneficiary's need for a distribution?

Answer:

Objection. Respondent objects to this Request as phrased. It is harassing, inflammatory, prejudicial, assumes facts not in evidence, is misleading and capable of causing jury confusion. It is multifarious,

consisting of more than one discrete sub-part. It seeks to require the Respondent to interpret legal documents and render legal conclusions. Additionally it is premature in the sense that Carl and Candace may no longer be beneficiaries as a result of the lawsuits they have filed.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

The documents speak for themselves relative to distribution standards stated therein.

Respondent invokes all rights and remedies associated with instances of offensive discovery abuse, including without limitation, a request for a protective order. This request is occasioned, in part, by Candace Louise Curtis' abuse of the Texas Rules of Civil Procedure and her violation of "discrete sub-part" standards and restrictions. Candace Louise Curtis has issued more interrogatories than she is permitted to issue under the Rules. Until her interrogatories are re-drafted to remedy the violation, or pending further instructions from the Court, additional objections to the remaining interrogatories are reserved, as are additional factual answers.

(l) What facts were relied upon in your determination to oppose distributions to Candace?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 6 (Really, Interrogatories 27-29)

On March 8, 2011, Anita sent an email to you, Candy, and Carole in which she said:

"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."

(a) Did you meet with Candace Freed to discuss any trust business prior to the death of Nelva Brunsting? If yes, provide the dates and explain the purposes for each of those meetings.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) How much were you involved with Anita's efforts to convince Nelva to alter the terms of the trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (c) **How much was Carole involved with Anita's efforts to convince Nelva to alter the terms of the trust?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No.7 (Really, Interrogatories 30-31)

Instruments are alleged to have been signed by Nelva Brunsting on August 25, 2010.

- (a) **Were you involved in discussions involving the creation or signing of the August 25, 2010 trust amendment instrument(s)? If yes, explain the circumstances leading up to the creation of the instrument.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 8 (Really, Interrogatories 32-33)

Instruments are alleged to have been signed by Nelva Brunsting on December 21, 2010.

- (a) **Were you involved in the preparatory discussions? If yes, please explain the circumstances leading up to the creation of the December 21, 2010 instruments.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **Were you personally present when those documents were signed? If yes, please identify the location where they were signed and provide the names and contact information for everyone who was personally present when those instruments were signed.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 9 (Really, Interrogatories 34-37)

Pursuant to the Provisions of the 2005 Restatement, Administration of the Decedent's trust in Article IX:

(a) Did Nelva have the authority to remove the trustees of the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Did the exercise of the Qualified Beneficiary Designation and Testamentary Power of Appointment, dated 8/25/2010, appoint specific property to any specified beneficiary or beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Did the Limited Testamentary Power of Appointment, dated 8/25/2010, direct distributions of principal of the Decedent's Trust in a manner that discharged the surviving Founder's legal obligations to any beneficiary of the Decedent's Trust? If yes, please explain with a specificity as it affects each of the five Brunsting heirs/beneficiaries.

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) If Nelva discharged her legal obligations to a beneficiary of the Decedent's Trust, what beneficiary(s) and to what extent did Nelva discharge her legal obligations to those beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 10 (Really, Interrogatories 38-41)

Please refer to George Vie's July 15, 2013 letter to the Special Master and Attachment 1 to these interrogatories when considering the following questions. Note that Attachment 1 is a summary of your Schedule F, plus distributions to beneficiaries from the Edward Jones account during the 10-year period covered by the schedule, also including the \$100,000.00 distribution Anita received in 2005 to pay off her house.

Your letter states that:

"Numerous gifts were given to the older Brunsting children (Carl, Candace and Carole); Candace's sons, Kevan Curtis and Andy Curtis (currently in their mid-30s); and Carl's

daughter, Marta Brunsting Huntsman (prior to Mr. Brunsting's death) to assist with their college, business and/or wedding expenses."

Attachment 1 demonstrates that during the 10-year period of the schedule, approximately 46% of the distributions went to Candy, Carole, Carl, Kevan and Andy, with the balance of approximately 54% going to you, Anita and your respective children. Nothing was noted to have been received by Marta during the 10-year period.

- (a) **Please state with specificity the dates and amounts of all gifts given to the older beneficiaries and the source of the information in support of these alleged transactions, as claimed by you in your July 15, 2013 letter of intended influence addressed to the Special Master.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **Our Dad died April 1, 2009. The only noted transactions labeled as gifts to Kevan and Andy Curtis are dated October 2, 2009. Please state with specificity the dates and amounts of all other alleged gifts given to Kevan, Andy, or Marta between 2001 and April 1, 2009, the source of the information in support of these transactions, and the reason why these transactions were not listed on any schedules. If none say none.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

In general the July 15, 2013 letter to the Master attempts to provide explanation for the accelerated dissipation of trust assets while our Mother was still alive. These take-my-word-for-it assertions have not been supported by Generally Accepted Accounting Principles (GAAP) in any disclosures. The recap of distributions, or gifts if you want to call them that, reflected on Attachment 1, clearly shows an inequity.

- (c) **Were you involved in the decision making process for any of those distributions? If yes, explain.**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (d) **In your July 15, 2013 letter to the Master you claim "Defendants are individuals, not financial professionals." Did you hire financial professionals to assist you in meeting the obligations commensurate with your fiduciary duties? If yes, who, when, and what did they do? If not, why not?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 11 (Really, Interrogatories 42-56)

Regarding the August 25, 2010 "Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement"

- (a) **What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **What changes to the administrative provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (c) **What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (d) **What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article III power?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (e) **What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (f) **What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(g) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(h) What changes to the dispositive provisions of the Survivor's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(i) What changes to the dispositive provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(j) What changes to the administrative provisions of the Survivor's Trust (Article VIII) were affected by the 8/25/2010 exercise of the Article VIII LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(k) What changes to the administrative provisions of the Decedent's Trust were affected by the 8/25/2010 exercise of the Article IX LTPA?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(l) Has the Brunsting Family Trust ever been amended or revoked by a court of competent jurisdiction?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(m) Has the Elmer H. Brunsting Irrevocable Decedent's trust ever been amended or revoked by a court of competent jurisdiction?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(n) Was any specific trust property directed to be distributed by the 8/25/2010 exercise of the Article VIII Limited Testamentary Power of Appointment? If yes, what was the specific property; to who was the specific property directed to be distributed; when, in what proportions; and, according to what criteria?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(o) What specific trust property was directed to be distributed by the 8/25/2010 exercise of the Article IX limited testamentary power? According to what standard was it to be distributed, when, how and to whom was it to be distributed?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 12 (Really, Interrogatories 57-65)

With respect to the August 25, 2010 QBD "Section B. Trustor's Intent in Establishing Personal Asset Trusts,"

Intention 1. To protect and conserve trust principal

EE Bonds have long been known to exist, yet have never been included in the list of assets of the trust, or accounted for by the trustees. This was brought to your attention at the hearing in connection with the Report of Master in July 2013. Anita received a letter from the Treasury dated December 4, 2014, referring to "your recent transaction and/or inquiry", which says the search "identified the unredeemed bonds described on the enclosed list". It goes on to state "The Department of the Treasury requires the properly completed forms be submitted in order to process the claims." A check with the Treasury Department gave a total value of the bonds as approximately \$6,452.64. A statement at the end of the Bond List received as an attachment to the correspondence says: "****If there are any bonds marked with an asterisk, they are within one month of their final maturity and may not be reissued or replaced.**" All bonds on the list are marked with an asterisk.

(a) Why was your inquiry made more than one year after you were noticed of the existence of those EE Bonds?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What claim(s), if any, were requested to be processed?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Were the properly completed forms subsequently submitted? If no, why not? If yes, what were the results and why have the transaction records not been disclosed to Plaintiff(s)?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 2. To eliminate and reduce income taxes, generation skipping transfer taxes and estate and death taxes on trust assets and on assets in the estate of the beneficiary

The Decedent's Trust has received farm income every year, which has not been distributed since 2012. Consequently the decedent's trust owed hefty income taxes each year.

(a) Why have those taxes not been reduced by distributions of farm income to personal asset trusts for the five beneficiaries? What advice have you obtained or been given regarding income taxes paid by the trusts, if any?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 3. To benefit and provide for the financial needs of the beneficiary and his or her descendants;

(a) In what way have you respected this intention?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Answer:

Intention 5 To invest in non-consumables, such as a principal residence, in order to provide the beneficiary with the liberal use and enjoyment of such property, without charge, rather than make a distribution of trust assets to the beneficiary or purchase them in the name of the beneficiary. It is the Trustor's desire in this regard that the beneficiary, to the extent possible, use his or her own resources to pay for living expenses and consumables in order to reduce the size of such beneficiary's estate subject to estate taxes and claims of third parties;

(a) In what way have you considered the needs and resources of beneficiary Candace Curtis in your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What facts did you rely upon in evaluating the needs and personal resources of beneficiary Candace Curtis in your distribution considerations?

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Intention 6. To invest in reasonable business ventures, including business start-ups, where the beneficiary is a principal or otherwise involved in such ventures or start-ups;

(a) What inquiry did you make in effort to determine the existence of business ventures or start-ups that beneficiary Candace Curtis may be involved in as a part of your distribution considerations?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) In your determination not to fund individual asset trusts what facts were considered in relation to any of the remaining expressed intentions for such actions?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 13 (Really, Interrogatories 66-69)

The Bates stamped documents included in Plaintiffs document production P6-P155, "My Trustee Manual". Chapter 2, P19-P22 is titled "BEFORE GETTING STARTED: A FEW IMPORTANT "DO'S AND DON'TS".

Please review pages 2-1 through 2-4 of My Trustee Handbook and answer the following questions with specificity:

(a) Which of the eight "Do's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) Which of the eight "Do's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) Which of the nine "Do Not's" have you done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) Which of the nine "Do Not's" have you not done?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 14 (Really, Interrogatories 70-75)

In establishing Personal Asset Trusts for the beneficiaries

(a) Describe the steps you have taken to honor the provisions at Page 6 Item C of the August 25, 2010 QBD regarding PERSONAL ASSET TRUST PROVISIONS, as those provisions relate to the personal asset trusts for each of the five Brunsting beneficiaries?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(b) What dispositive and administrative provisions flow to the personal asset trusts from the Decedent's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(c) What dispositive and administrative provisions flow to the personal asset trusts from the Survivor's Trust?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

(d) When the dispositive provisions of the Decedent's Trust and those of the amended Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (e) **When the administrative provisions of the Decedent's Trust and those of the Survivor's Trusts are in direct conflict, what provisions of which instrument are controlling? Why?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (f) **Describe the steps you have taken to honor the provisions of Article X, Section B (l)(a)(i) of the Brunsting Family Trust?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

Interrogatory No. 15 (Really, Interrogatories 76-77)

Accounts and Accounting

- (a) **How can you create personal asset trusts and fulfill the purposes of the trust without a full, true, and complete statutory accounting?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

- (b) **When and how did the acting trustees inform the beneficiaries regarding their beneficial interests?**

Answer:

Objection. Respondent objects to this Request as it exceeds the number of permissible interrogatories allowed by the Texas Rules of Civil Procedure.

OBJECTIONS AND RESPONSES

Request for Production No. 1

Schedule F - Purports to be a partial gifting reconciliation from Elmer and Nelva Brunsting from 2001, as developed from checking transactions. Please provide any bank statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 2

Please provide any Edward Jones statements beginning January 1, 2001 through the present that have not already been provided.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 3

Please provide a true and correct copy of the "Appointment of Successor Trustees" dated July 1, 2008 referenced in such instruments as the Certificates of Trust bearing Bates Stamps P6783, V&F 000004; P6784, V&F 000005 and P6785, V &F 000006.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 4

Please provide a true and correct copy of the "Agreement" signed by Nelva Brunsting establishing the rate of trustee compensation claimed in the April 2012 spreadsheets and July 2013 Master's report. Please also include a copy of any letters of notice of change in trustee compensation, along with proofs of certified mailing to beneficiaries, as required by the Texas property statutes.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 5

Please provide any and all parole evidence indicating Nelva's knowledge of and direct participation in discussions related to "changes to the trust" specifically in regard to the instruments dated August 25, 2010, and those dated December 21, 2010.

Response:

Objection. Respondent objects to this Request as duplicative of requests previously issued to one or more other parties to the subject litigation. It is harassing and an abuse of the discovery process for various reasons, including but not limited to its effort to obtain materials that have already been produced by other parties to the subject litigation. Additionally, it is premature and potentially in violation of the rights of one or more other parties to this litigation in the sense that it seeks information that the Requesting Party may no longer be entitled to receive (if she ever was). It is also overbroad in scope and duration of request. Further, it seeks information, which – if it exists – is in the hands of third parties over whom Respondent has no control.

Subject to the foregoing and without waving the foregoing objections, Respondent states:

Please refer to Anita Brunsting's responses to the same Request, which is incorporated by reference as if fully restated herein.

Request for Production No. 6

Please provide copies of all supporting documentation upon which 2014 taxes were calculated and paid in regard to any Brunsting related trust(s).

Response:

Materials responsive to this Request have previously been provided by Anita Brunsting directly and/or through counsel. Additional responsive materials are in the process of being accumulated and will likewise be provided by Anita Brunsting directly and/or through counsel.

VERIFICATION

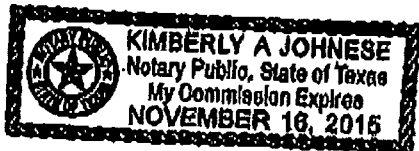
STATE OF TEXAS §
COUNTY OF Comal §
§

Before me, the undersigned notary, on this day personally appeared AMY RUTH BRUNSTING, the affiant, whose identity is known to me. After I administered an oath, affiant testified as follows:

My name is Amy Ruth Brunsting, and I am over 18 years of age, of sound mind and capable of making this verification. I have read answers to the interrogatories issued to me by Candace Louise Curtis. Unless otherwise noted in the content of the answers, the facts stated are within my personal knowledge and are true and correct.

Amy Brunsting
Printed Name: Amy Brunsting
Date: 6-19-15

Sworn to and subscribed before me by Amy Brunsting on the 19 day of June, 2015.



Kimberly A. Johnese
Notary Public in and for the State of Texas

EXHIBIT 7

Subject: Fw: Mediation Preparation
From: Candace Curtis <occurtis@sbcglobal.net>
Date: 6/17/2016 11:27 AM
To: Rik Munson <blowintough@att.net>

On Wednesday, March 30, 2016 8:01 PM, Candace Curtis <occurtis@sbcglobal.net> wrote:

Dear Anita and Amy,

I find it hard to imagine what we will be mediating without information about the assets.

I have attached an Excel spreadsheet created using the information in the supplemental production dated June 25, 2015 (bates 5671-5813). Once you receive the March 2016 bank and brokerage statements it should be simple enough for you to fill in the blanks (highlighted in blue) and return it.

The Report of Master reflects \$96,740.01 in farm rental income from October 5, 2012 through March 5, 2013. Please fill in the farm rental income detail from March 6, 2013 through March 30, 2016 on the spreadsheet.

I am particularly concerned about four (4) accounts which had dividend income in 2014, yet I have been unable to find any statements for these accounts.

The Master's Report lists dividend income for Chevron account 9415:

9/9/11	\$465.04
12/9/11	487.02
3/9/12	490.82
6/11/12	549.72
9/10/12	554.60
12/10/12	4.36

It appears that the bulk of the account was liquidated between September 10 and December 10, 2012. 2014 TOTAL dividends were \$21.53.

Where did that money go????????? Please provide ALL of the account statements for this account.

The remaining three 1099s for which there is no backup (that I can find) in the records are:

Chevron 9407
Chevron 7657
MetLife 6968

I did find that on 12/12/14 Metlife put \$33.25 in B of A account 3523. What exactly is that for? If it is an annuity, what are the terms?

Please provide the March 2016 statements for the two Chevron accounts (9407 and 7657).

EXHIBIT 8

Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

April 16, 2016

To Anita Brunsting and Amy Brunsting and their Counsel of Record:

Please take note that Candace Louise Curtis v Anita Brunsting and Amy Brunsting, et al. (Curtis v Brunsting) is a distinctly separate suit from the claims filed by Carl Brunsting, whether individually or on behalf of the estate of Nelva Brunsting.

Curtis v Brunsting began in the federal Court 11 months before the estate's claims were filed in the Harris County District Court January 29, 2013, and 14 months prior to the claims filed in the Harris County Probate Court April 9, 2013.

Curtis v Brunsting came to the Harris County Probate Court under a remand order obtained by defendants as part of a stipulated agreement. The remand order is on file with the Probate Court accepted without qualification or reservation. The order in pertinent part reads:

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.

Defendants and their Counsel are advised that they are in violation of the federal injunction and orders issued April 9, 2013 by The Honorable Judge Kenneth Hoyt, United States District Court Judge for the Southern District of Texas, and in violation of other specific orders issued by Judge Hoyt in the course of the federal litigation as reflected in the transcripts of the federal hearings on file with the Probate Court.

The "federal and state rules impose a duty of candor, good faith and fair dealing on attorneys representing clients in the courts and in the matter at issue this notice is required by Fed. R. Civ. P. 11(b).

Counsel is further advised that violation of a federal injunction is a very serious matter and may be treated as a mere civil contempt, but may also result in criminal sanctions under Title 18 of the United States Code, depending upon the severity of the violations.

The violations I am looking at are extremely serious and involve continued refusal to act and continued misapplications of valuable consideration in direct violation of a federal injunction not to mention the law of the Brunsting trust(s).

Counsel and their clients have willfully violated federal Court orders, including but not limited to an order for disclosures of information to Plaintiffs and all the other beneficiaries. The Court also entered an order that paying Defendants' attorney's fees is not a liability of the trust

and that attorneys can only be paid from the trust by the mutual agreement of all the beneficiaries. My consent has neither been requested, nor has it been given, nor have I received complete disclosures of the information ordered by the federal Court.

Counsel and their clients are also reminded that the remand from the federal to the state court was the product of a multi-faceted arrangement in which Defendants and their counsel agreed to honor the federal court injunction and the orders entered as if there had been no remand.

Plaintiff Curtis respectfully requests that counsel advise as to how it would remedy its multitude of ethical violations within 21 days, as provided by Rule 11(b). The rest of this message is contained in those rules.

Please see attached Rule 11(b) Motion for Sanctions with Points and Authorities.

Sincerely,

Candace L. Curtis

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States District Court
Southern District of Texas

FILED

AUG 10 2016

David J. Bradley, Clerk of Court

Candace Louise Curtis
Plaintiff

§
§
§
§
§
§
§

v

Civil Action No. 4:12-cv-00592

Anita Kay Brunsting, et al
Defendants

PLAINTIFF'S NOTICE OF RELATED CASE (Local Rule 5.2)

Civil Action No. 4:16-cv-01969 currently pending before the Honorable Judge Alfred H. Bennett is closely related to Civil Action 4:12-cv-00592.

A Rule 60 F.R.C.P. motion is pending before the Honorable Judge Kenneth Hoyt in the above referenced action, that is also relevant in Civil Action No. 4:16-cv-01969. All of the Parties to the above titled action are hereby noticed that these cases and events are closely related and the findings of fact and conclusions of law in the civil breach of fiduciary 4:12-cv-00592 will have a direct bearing on the civil RICO 4:16-cv-01969 action.


Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

8/8/16
Date

United States District Court
Southern District of Texas
FILED

AUG 10 2016

David J. Bradley, Clerk of Court

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis
Plaintiff

§
§
§
§
§
§
§

v

Civil Action No. 4:12-cv-00592

Anita Kay Brunsting, et al
Defendants

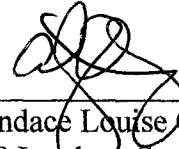
**PLAINTIFF CANDACE LOUISE CURTIS'
MOTION FOR PERMISSION FOR ELECTRONIC CASE FILING.**

As the Pro se Plaintiff in the above-captioned matter, I respectfully ask the Court for permission to participate in electronic case filing ("e-filing") in this case. I hereby affirm that:

1. I have reviewed the requirements for e-filing and agree to abide by them.
2. I understand that once I register for e-filing, I will receive notices and documents only by email in this case and not by regular mail.
3. I have regular access to the technical requirements necessary to e-file successfully:
 - a. A computer with internet access;
 - b. An email account on a daily basis to receive notifications from the Court and notices from the e-filing system.
 - c. A scanner to convert documents that are only in paper format into electronic files;
 - d. A printer or copier to create required paper copies such as chambers copies;
 - e. A word-processing program to create documents; and
 - f. A pdf reader and a pdf writer to convert word processing documents into pdf format, the only electronic format in which documents can be e-filed.

Date: 8/8/2016

Respectfully submitted,



Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis,
Plaintiff

v

Anita Brunsting, et al
Defendants

§
§
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§
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§

Civil Action 4:12-cv-00592

Certificate of Service

I hereby certify that a true and correct copy of the following documents was deposited in the U.S. mail with postage fully prepaid on the 8th day of August 2016, via U.S.P.S. Priority Mail addressed as follows:

1. Motion for Rule 60 Relief, Documents 115-119 in Case 4:12-cv-00592 filed TXSD 2016-08-03.
2. Application for CM/ECF access
3. Notice of Related Case filing

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and Candace Kunz-Freed
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Attorney for Anita Brunsting
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Houston, Texas 77098

Gregory Lester
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Bernard Lyle Mathews III
2000 S. Dairy Ashford Rd, Suite 520
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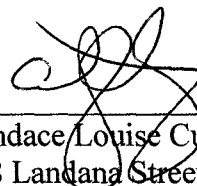
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Tony Baiamonte III
1608 Victor Street
Houston, TX 77019



Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis
Plaintiff,

v

Anita Kay Brunsting, et al
Defendants

§ Civil Action No. 4:12-cv-00592
§
§ [PROPOSED] ORDER GRANTING
§ MOTION FOR PERMISSION FOR
§ ELECTRONIC CASE FILING
§
§ DATE:
§ TIME:
§ COURTROOM:
§ JUDGE:

The Court has considered the Motion for Permission for Electronic Case Filing. Finding that good cause exists, the Motion is GRANTED.

IT IS SO ORDERED

DATED: _____

United States District Judge

ENTERED

March 09, 2017

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,

Plaintiffs,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

§
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§

CIVIL ACTION NO. 4:12-CV-592

ORDER

Pending before the Court is the plaintiff’s Motion for Access to the Court’s Electronic Filing System (Dkt. No. 122). The Court, having considered the plaintiff’s motion, together with the Court file and the applicable law, determines that the motion should be denied. Accordingly, it is hereby ORDERED that the plaintiff’s Motion for Access to the Court’s Electronic Filing System is **DENIED**.

It is so **ORDERED**.

SIGNED on this 9th day of March, 2017.



Kenneth M. Hoyt
United States District Judge

United States Courts
Southern District of Texas
FILED

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MAR 20 2019

David J. Bradley, Clerk of Court

Candace Louise Curtis	§	
Plaintiff,	§	
	§	Civil Action NO. 4:12-CV-592
	§	
v.	§	The Honorable Kenneth Hoyt
	§	
Anita Brunsting and Amy Brunsting	§	
Defendants	§	

APPLICATION FOR ORDERS TO SHOW CAUSE WHY DEFENDANTS AND
THEIR COUNSEL SHOULD NOT BE HELD IN CONTEMPT OF THIS
COURT’S INJUNCTIVE ORDERS

To the Honorable Judge Kenneth Hoyt,

Petitioner herein, Candace Louise Curtis (Curtis), a California Resident, filed a breach of fiduciary suit into this Court on February 27, 2012, under diversity jurisdiction, seeking disclosures and accounting. A hearing was had on Curtis’ application for preliminary injunction on April 9, 2013.¹

THE INJUNCTION

The Court issued injunctive constraints verbally at the conclusion of the hearing, wherein the Court stated “for all with ears to hear” that this matter would be cleared up in 90 days.

¹ Transcript April 9, 2013 Hearing (Exhibit 1)

Findings of Fact and Conclusions of Law and Order after Hearing [Doc 45]

were published on April 19, 2013.² Nearly six years later, this preliminary injunction is the only substantive finding of fact and conclusion of law after hearing ever published by any court in this case.

In the Order for Preliminary Injunction this Court found:

- a. that Curtis had sued her sisters Anita and Amy Brunsting for Breach of fiduciary for failure to disclose trust instruments and failure to provide an accounting;
- b. that Curtis was a beneficiary of the trust;
- c. that Anita and Amy are trustees for the trust;
- d. that Anita and Amy as co-trustees owed fiduciary obligations to Curtis;
- e. that Anita and Amy had failed to disclose unprotected trust instruments;
- f. that Anita claimed to have occupied the office as sole trustee as of December 2010;
- g. that Anita had failed to establish proper books and records; failed to provide a proper accounting, and failed to establish and fund individual share accounts as required by the trust instruments:

“The record also reflects that the defendants have failed to provide the records requested by the plaintiff as required by Article IX-(E) of the Trust. Nor is there evidence that the Trustee has established separate trusts for each beneficiary, as required under the Trust, even though more than two years has expired since her appointment”. In light of what appears to be irregularities in the documents and the failure of the Trustee to act in accordance with the duties required by the Trust, the Court ENJOINS the Trustee(s) and all assigns from disbursing any funds from any Trust accounts without prior permission of the Court. However, any income received for the benefit

² 2013-04-19 Case 4-12-cv-592 Doc 45 Preliminary Federal Injunction filed in this Court (2015-02-06 Case 412249 PBT-2015-42743 Ostrom Notice of filing of injunction and report of master)

of the Trust beneficiary is to be deposited appropriately in an account. However, the Trustee shall not borrow funds, engage in new business ventures, or sell real property or other assets without the prior approval of the Court. In essence, all transactions of a financial nature shall require pre-approval of the Court, pending a resolution of disputes between the parties in this case.

Those are all the facts necessary to find breach of fiduciary and all that was remaining at that juncture was remedy.

Stage of the Proceedings

Pro se Petitioner filed a simple breach of fiduciary lawsuit under diversity jurisdiction to enforce her beneficial interests in an inter vivos trust. Plaintiff later retained Texas attorney Jason Ostrom, whereupon Plaintiffs' lawsuit was remanded to Harris County Probate Court No. 4 (May of 2014) [Doc 112] with the injunction in full force and effect "throughout the controversy between these parties".

In Harris County Probate Court Four (4), Plaintiff Curtis was listed as a Defendant of the later filed plaintiff that was alleged to have polluted diversity and whose lawsuit Curtis cause was to be consolidated with and where Plaintiff's lawsuit was converted into estate of Nelva Brunsting 412249-402 and consolidated with estate of Nelva Brunsting 412249-401.

Defendants, while ignoring the Courts injunctive Orders, have made perpetual threats involving a no-contest clause while evading substantive resolution and attempting to redirect to mediations.

Defendant Amy Brunsting filed an affidavit in this Court, [Doc 10-1] on March 6, 2012, claiming individual trusts had already been “*set up, as is the case for Candace*” and this Courts injunctive order Commands the funding of those trust accounts. Nine years have passed and there is no evidence that the Trustees have established separate trusts for each beneficiary, “as required under the Trust”, nor is there any evidence that income received for the benefit of the beneficiary has been deposited appropriately in an account for the beneficiary, even though this Court found the trust required such action and despite the fact that this court Ordered the trustees to do what the Court had already found the trust required.

Defendants have been paying excess taxes due to their refusal to fund these trusts and paying professional fees without notice or hearings or court approval and Plaintiff is asking this court to enforce the injunction.

Standard of Review

Inherent sanctions are subject to review only under the “rather differential abuse-of-discretion standard applicable under Rule 11.”³ The United States Supreme Court has held that federal judges have a license to sanction lawyers and litigants virtually at will and without regard to any limitations in the rules and statutes.⁴ A court enforces its pretrial injunctive relief through the exercise of its

³ *Chambers, Chambers v. NASCO, Inc.*, 501 U.S. at 55.

⁴ *Chambers v. NASCO, Inc.*, 501 U.S. 501 U.S. 32 (1991). *ID* at 46

contempt authority. “The Supreme Court has consistently stated that the power to punish contempt is part and parcel of the judicial power.”⁵

Courts have both statutory and inherent authority to enforce their orders through contempt.⁶ In the Order remanding *Curtis v Brunsting* to Harris County Probate Court Four, this Court specifically retained jurisdiction to enforce its injunctive Order. The imposition of Rule 11 sanctions has been upheld even after a subsequent determination that the court lacked subject matter jurisdiction,⁷ which is **not** the case here.

Far from treating this Court's Order with obedience and respect, Defendants have disparagingly acted as if the affirmative command to make mandatory distributions of income in the preliminary injunction can simply be ignored. Defendants' attempt to defeat the purpose of the Court's Order and to further their presumed litigation strategy of No-Contest-Clause-Based intimidation, is an affront to the dignity and authority of this Honorable Court.

"If a party can make himself a judge of the validity of orders which have been issued, and by his own act of disobedience set them aside, then are the courts impotent, and what the Constitution now fittingly calls the 'judicial power of the United States' would be a mere mockery." Gompers v. Buck Stove & Range Co., 221 u.s. 418, 450 (1911).

⁵ *United States v. Griffin*, 84 F.3d 820, 828 (7th Cir. 1996).

⁶ 28 U.S.C.S. §§ 401–402; Fed. R. Crim. P. 42; *Inst. of Cetacean Research v. Sea Shepherd Conservation Soc’y*, 774 F.3d 935, 944 (9th Cir. 2014). *Also see* Wagstaffe Prac. Guide: Fed. Civ. Proc. Before Trial § 31-XXXII(B).

⁷ *Willy v. Coastal Corp.*, 112 S. Ct. 1076 (1992)

Any act designed to taint the course of justice may be considered a contempt of court. Accordingly, the Court should hold Defendants and their Counsel in contempt, pursuant to Rules §65(d)(2)(A), §65(d)(2)(B) and §65(d)(2)(C) Federal Rules of Civil Procedure.

Relief Requested

Plaintiff prays the Court Order Defendants and their Counsel to appear and give any legal reason why this Court should not find them in contempt of the Courts Injunctive Order.

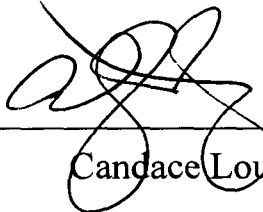
Petitioner would like the affirmative Order in the Preliminary Injunction Enforced and would like to see Anita and Amy Brunsting learn to respect the dignity and authority of this Court and the beneficial interests and fiduciary obligations bound to the office they are in hostile possession of.

Plaintiff asks the Court to punish these Respondents for Obstruction of Court Orders, and for any other monetary, compensatory, punitive, coercive or remedial remedy and any further relief that may be provided by law or equity including but not limited to the incarceration of these contemnors.

Subscribed and sworn on this 20 day of March 2019.

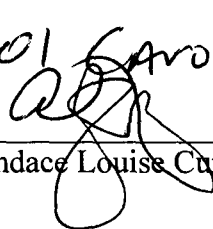
Respectfully Submitted

3/20/2019
Date


Candace Louise Curtis

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was forwarded to all known counsel of record and unrepresented parties in the manner required by the Rules on this 20 day of March 2019.

Personal Service @ 201 Caroline St. Houston
ON COUNSEL

Candace Louise Curtis

Amy Brunsting
C/O her Counsel Neal E. Spielman
Griffin & Matthews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
nspielman@grifmatlaw.com

Anita Brunsting
C/O her Counsel Stephen A. Mendel
The Mendel Law Firm, L.P.
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Houston, Texas 77079
steve@mendellawfirm.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

MEMORANDUM AND ORDER
PRELIMINARY INJUNCTION

I. INTRODUCTION

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

II. BACKGROUND

A. *Procedural Background*

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

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

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

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

B. Contentions of the Parties

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

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

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

III. STANDARD OF REVIEW

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

IV. DISCUSSION AND ANALYSIS

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

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

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

The plaintiff complains that the Trustee has failed to fulfill the duties of Trustee since her appointment. Moreover, the Court finds that there are unexplained conflicts in the Trust document presented by the defendants. For example, The Trust document [Exhibit 1] shows an execution date of January 12, 2005.¹ At that time, the defendants claim that Anita Kay served as the Trustee. Yet, other records also reflect that Anita Kay accepted the duties of Trustee on December 21, 2010, when her mother, Nelva Erleen resigned as Trustee. Nelva Erleen claimed in her resignation in December that she, not Anita Kay, was the original Trustee.

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

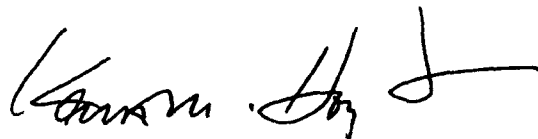
¹ It appears that Nelva Erleen Brunsting was the original Trustee and on January 12, 2005, she resigned and appointed Anita Brunsting as the sole Trustee.

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

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

It is so Ordered

SIGNED on this 19th day of April, 2013.



Kenneth M. Hoyt
United States District Judge

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

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

REPORT OF MASTER

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

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

Dated July 31, 2013

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

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Exhibits

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

I. Introduction

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

II. Time Line of Records Received

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

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

III. Work Performed by Accountants

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

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

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

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

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

IV. Summary of Accounts Reviewed

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

Bank of America account # [REDACTED]-1143

Bank of America account # [REDACTED]-3523

Bank of America account # [REDACTED]-8577

Bank of America account # [REDACTED]-9546

Bank of America account # [REDACTED]-6643

Bank of America account # [REDACTED]-3536

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

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

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

Chevron dividend reinvestment account (Bank of New York)

Chevron dividend reinvestment account # C [REDACTED] 9415

Chevron dividend reinvestment account # C [REDACTED] 9407

Chevron dividend reinvestment account # C [REDACTED] 9423

John Deere dividend reinvestment account

ExxonMobil dividend reinvestment account # C [REDACTED] 0102

ExxonMobil dividend reinvestment account # C [REDACTED] 6261

ExxonMobil dividend reinvestment account # C [REDACTED] 6287

ExxonMobil dividend reinvestment account # C [REDACTED] 7769

ExxonMobil dividend reinvestment account # C [REDACTED] 7777

ExxonMobil dividend reinvestment account # C [REDACTED] 3319

ExxonMobil dividend reinvestment account # C [REDACTED] 3301

V. Report Exceptions and Missing Documents

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

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

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

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

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

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

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

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

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

VI. Stock Distributed/Dividend Reinvestment Account Information

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

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

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

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

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

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

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

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

Partial shares were sold as follows:

XOM shares sold were 0.79847
DE shares sold were 0.9117

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

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

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

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

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

VII. Comments on Certain Accounts

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

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

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

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

VIII. Summation

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

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

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

William G. West

William G. West

12345 Jones Rd., Suite 120
Houston, TX 77070

EXHIBIT 1

Brunsting Family Living Trust

Statement of Income/Receipts & Expenses/Disbursements

December 21, 2010 through May 31, 2013

Income/Receipts

Farm/Rental Income	\$127,790.41
Investment Income	
Dividend Income	28,321.46
Interest Income	3,085.05
Long Term Capital Gains - Funds	1,047.31
Short Term Capital Gains- Funds	489.10
Stock Sales less Broker Fees	183,662.79
Total Investment Income	216,605.71
Miscellaneous Income	6,460.73
Pension Income	8,303.58
Proceeds from Sale of Home	433,392.05
Social Security Income	17,800.00
Tax Refunds	19,816.87
Total Income/Receipts	830,169.35

Expenses/Disbursements

Automobile Expense	2,965.76
Bank & Brokerage Charges	8,540.62
Checks/Cash to Family Members	108,924.91
Dues and Subscriptions	278.47
Food/Dining/Groceries	5,958.67
Funeral	3,556.29
Household	1,237.20
Insurance Expense	4,737.88
Lawn Care	1,262.00
Legal Fees	36,312.44
Medical Expenses	
In Home Care	119,232.61
Medical Supplies	65.47
Medical Expenses - Other	2,568.98
Total Medical Expenses	121,867.06
Miscellaneous Expenses	6,753.72
Office Supplies	63.70
Payments to Credit Cards	
Bank of America Credit Cards	14,042.99
Bluebonnet Credit Union Cred Cd	11,986.96
Total Payments to Credit Cards	26,029.95

Brunsting Family Living Trust

Statement of Income/Receipts & Expenses/Disbursements

December 21, 2010 through May 31, 2013

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

EXHIBIT 2

**Brunsting Family Living Trust
 Detail of Accounts**

12/21/2010-05/31/2013

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

Brunsting Family Living Trust
Detail of Accounts

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of XOM Stk 7777	Survivor	313.80	8,801.54
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of Chevron Stk	Netva	28.50	8,830.04
General Journal	9/9/2011	EJ20110921		Dividend Reinvestment of Chevron Stk 9415	Elmer	465.04	9,295.08
General Journal	9/19/2011	EJ20110904		Dividends on Investment Co of America CI F1	Elmer	83.95	9,379.03
General Journal	9/23/2011	EJ20110908		Dividend on Pioneer Fund CI Y	Elmer	78.19	9,457.22
General Journal	9/27/2011	EJ20110907		Dividends on Columbia Mid Cap Value Fd CI Z	Elmer	14.76	9,471.98
General Journal	9/28/2011	EJ20110909		Dividends on Dodge & Cox Income Fund	Elmer	186.06	9,658.04
General Journal	9/29/2011	EJ20110910		Dividends on T Rowe Price Equity Income Fd	Elmer	88.37	9,746.41
General Journal	10/3/2011	EJ20111001		Dividends on JPMorgan Core Bond Fund Select	Elmer	42.25	9,788.66
General Journal	10/3/2011	EJ20111001		Dividends on JPMorgan High Yield Fd Select	Elmer	28.14	9,816.80
General Journal	10/3/2011	EJ20111001		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	26.16	9,842.96
General Journal	10/3/2011	EJ20111001		Dividends on Pimco Tot Ret Fd IV Inst CI	Elmer	2.25	9,845.21
General Journal	10/3/2011	EJ20111001		Dividends on T Rowe Price New Income Fund	Elmer	65.22	9,910.43
General Journal	10/4/2011	EJ20111002		Dividends on ING Global Real Estate Fund I	Elmer	49.75	9,960.18
General Journal	10/4/2011	EJ20111002		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.14	9,987.32
General Journal	11/1/2011	EJ20111101		Dividends on Deere & Co	Survivor	254.20	10,241.52
General Journal	11/1/2011	EJ20111101		Dividends on JPMorgan Core Bond Fund Select	Elmer	42.38	10,283.90
General Journal	11/1/2011	EJ20111101		Dividends on JPMorgan High Yield Fd Select	Elmer	27.09	10,310.99
General Journal	11/1/2011	EJ20111101		Dividends on Oppenheimer Intl Bond Fund Y	Elmer	22.68	10,333.67
General Journal	11/1/2011	EJ20111101		Dividends on Pimco Tot Ret Fd IV Inst CI	Elmer	10.42	10,344.09
General Journal	11/1/2011	EJ20111101		Dividends on T Rowe Price New Income Fund	Elmer	50.00	10,394.09
General Journal	11/2/2011	EJ20111102		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	28.43	10,422.52
General Journal	12/1/2011	EJ20111212		Dividend on JP Morgan Core Bond	Elmer	40.15	10,462.67
General Journal	12/1/2011	EJ20111212		Dividend on JP Morgan High Yield	Elmer	29.67	10,492.34
General Journal	12/1/2011	EJ20111212		Dividend on Oppenheimer Intl Bd	Elmer	23.27	10,515.61
General Journal	12/1/2011	EJ20111212		Dividend on Pimco Total Return IV	Elmer	13.84	10,529.45
General Journal	12/1/2011	EJ20111212		Dividend on T Rowe Price New Income	Elmer	50.92	10,580.37
General Journal	12/2/2011	EJ20111213		Dividend on Loomis Sayles Inv Grade Bd	Elmer	28.43	10,608.80
General Journal	12/9/2011	EJ20110152		Exxon Div Income	Survivor	274.01	10,882.81
General Journal	12/9/2011	EJ20111215		Dividend on MFS Research International	Elmer	335.71	11,218.52
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of XOM Stk 7777	Survivor	313.83	11,534.35
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of Chevron Stk	Netva	29.84	11,564.19
General Journal	12/9/2011	EJ20111221		Dividend Reinvestment of Chevron Stk 9415	Elmer	487.02	12,051.21
General Journal	12/13/2011	EJ20111216		Dividend on Columbia Mid Cap Value	Elmer	26.01	12,077.22
General Journal	12/14/2011	EJ20111217		Dividend on T Rowe Price Equity Income	Elmer	95.96	12,173.18
General Journal	12/20/2011	EJ20111220		Dividend on DWS Small Cap Value	Elmer	66.58	12,239.76
General Journal	12/21/2011	EJ20111221		Dividend on Dodge & Cox Intl Stock	Elmer	580.68	12,820.44
General Journal	12/21/2011	EJ20111221		Dividend on Dodge & Cox Income	Elmer	196.04	13,016.48
General Journal	12/22/2011	EJ20111222		Dividend on Oppenheimer Common Strat Total Ret	Elmer	285.22	13,301.70
General Journal	12/23/2011	EJ20111223		Dividend on Investment Co of America	Elmer	116.38	13,418.08
General Journal	12/23/2011	EJ20111223		Dividend on Pioneer Fund	Elmer	95.42	13,513.50
General Journal	12/27/2011	EJ20111224		Dividend on Thornburg Value	Elmer	7.84	13,521.34
General Journal	12/28/2011	EJ20111225		Dividend on Loomis Sayles Inv Grade Bd	Elmer	67.05	13,588.39
General Journal	12/28/2011	EJ20111225		Dividend on New World	Elmer	73.75	13,662.14
General Journal	12/30/2011	EJ20111226		Dividend on Oppenheimer Intl Bd	Elmer	118.46	13,780.60
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan Fed Money Mkt	Elmer	0.03	13,780.63
General Journal	1/3/2012	EJ20120102		Dividends on ING Global Real Estate	Elmer	39.90	13,820.53
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan Core Bond	Elmer	41.21	13,861.74
General Journal	1/3/2012	EJ20120102		Dividends on JP Morgan High Yield	Elmer	30.00	13,891.74
General Journal	1/3/2012	EJ20120102		Dividends on JP Pimco Total Return IV	Elmer	13.97	13,905.71
General Journal	1/3/2012	EJ20120102		Dividends on T Rowe Price New Income	Elmer	57.12	13,962.83
General Journal	1/10/2012	EJ20120104		Dividends on Pimco Total Return IV	Elmer	2.85	13,965.68
General Journal	2/1/2012	EJ20120201		Dividends on JPMorgan Core Bond Select CI	Elmer	37.79	14,003.47
General Journal	2/1/2012	EJ20120201		Dividends on JPMorgan High Yield Select CI	Elmer	25.27	14,028.74
General Journal	2/1/2012	EJ20120201		Dividends on Oppenheimer Intl Bd	Elmer	25.02	14,053.76
General Journal	2/1/2012	EJ20120201		Dividends on Pimco Total Return IV Inst CI	Elmer	15.86	14,069.62
General Journal	2/1/2012	EJ20120201		Dividends on T Rowe Price New Income	Elmer	47.63	14,117.25
General Journal	2/2/2012	EJ20120202		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.89	14,145.14
General Journal	3/1/2012	EJ20120301		Dividends on JP Morgan Core Bond Select CI	Elmer	36.71	14,181.85
General Journal	3/1/2012	EJ20120301		Dividends on JP Morgan High Yield Select CI	Elmer	27.26	14,209.11
General Journal	3/1/2012	EJ20120301		Dividends on Oppenheimer Intl Bd	Elmer	23.99	14,233.10
General Journal	3/1/2012	EJ20120301		Dividends on Pimco Total Return IV Inst CI	Elmer	17.35	14,250.45
General Journal	3/1/2012	EJ20120301		Dividends on T Rowe Price New Income	Elmer	49.53	14,299.98
General Journal	3/2/2012	EJ20120302		Dividends on Loomis Sayles Inv Grade Bd Y	Elmer	27.36	14,327.34
General Journal	3/7/2012	EJ20110154		Exxon div income	Survivor	274.01	14,601.35
General Journal	3/9/2012	EJ20120321		Dividend Reinvestment of XOM Stk 7777	Survivor	317.68	14,919.03
General Journal	3/9/2012	EJ20120321		Dividend Reinvestment of CVX Stk 9415	Survivor	490.82	15,409.85
General Journal	3/15/2012	EJ20120304		Dividends on Investment Co of America	Elmer	78.17	15,488.02
General Journal	3/23/2012	EJ20120305		Dividends on Pioneer Fund	Elmer	77.25	15,565.27
General Journal	3/26/2012	EJ20120306		Dividends on Columbia Mid Cap Value	Elmer	10.25	15,575.52
General Journal	3/28/2012	EJ20120307		Dividends on Dodge & Cox Income	Elmer	189.13	15,764.65
General Journal	3/28/2012	EJ20120307		Dividends on T Rowe Price Equity	Elmer	93.48	15,858.13
General Journal	4/2/2012	EJ20120401		Dividends on JP Morgan Core Bond	Elmer	37.99	15,896.12
General Journal	4/2/2012	EJ20120401		Dividends on JP Morgan High Yield	Elmer	28.66	15,924.78
General Journal	4/2/2012	EJ20120401		Dividends on Oppenheimer Intl Bd	Elmer	27.30	15,952.08
General Journal	4/2/2012	EJ20120401		Dividends on Pimco Total Return IV	Elmer	17.89	15,969.97
General Journal	4/2/2012	EJ20120401		Dividends on T Rowe Price New Income	Elmer	51.76	16,021.73
General Journal	4/3/2012	EJ20120402		Dividends on ING Global Real Estate	Elmer	42.05	16,063.78
General Journal	4/3/2012	EJ20120402		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.75	16,091.53
General Journal	5/1/2012	EJ20120501		Dividends on JP Morgan Core Bond	Elmer	34.52	16,126.05
General Journal	5/1/2012	EJ20120501		Dividends on JP Morgan High Yield	Elmer	23.81	16,149.86
General Journal	5/1/2012	EJ20120501		Dividends on Oppenheimer Intl Bd	Elmer	22.93	16,172.79
General Journal	5/1/2012	EJ20120501		Dividends on Pimco Total Return IV	Elmer	14.59	16,187.38
General Journal	5/1/2012	EJ20120501		Dividends on T Rowe Price New Income	Elmer	47.45	16,234.83
General Journal	5/2/2012	EJ20120502		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.39	16,262.22
General Journal	6/1/2012	EJ20120601		Dividends on JP Morgan Core Bond	Elmer	33.99	16,296.21
General Journal	6/1/2012	EJ20120601		Dividends on Mainstay High Yield Corp Bd	Elmer	57.74	16,353.95
General Journal	6/1/2012	EJ20120601		Dividends on Oppenheimer Intl Bd	Elmer	24.63	16,378.58

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

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

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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	1/2/2013	EJ20130101		Dividends on JP Morgan Core Bond	Elmer	36.97	25,241.69
General Journal	1/2/2013	EJ20130101		Dividends on Pimco Total Return IV	Elmer	10.56	25,252.25
General Journal	1/2/2013	EJ20130101		Dividends on T Rowe Price New Income	Elmer	38.09	25,290.34
General Journal	2/1/2013	EJ20130201		Dividends on JP Morgan Core Bond	Elmer	28.70	25,319.04
General Journal	2/1/2013	EJ20130201		Dividends on Mainstay High Yield Corp Bd	Elmer	60.59	25,379.63
General Journal	2/1/2013	EJ20130201		Dividends on Oppenheimer Intl Bd	Elmer	17.37	25,397.00
General Journal	2/1/2013	EJ20130201		Dividends on Pimco Total Return IV	Elmer	8.54	25,405.54
General Journal	2/1/2013	EJ20130201		Dividends on T Rowe Price New Income	Elmer	35.87	25,441.41
General Journal	2/4/2013	EJ20130202		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.43	25,467.84
General Journal	3/1/2013	EJ20130301		Dividends on JP Morgan Core Bond	Elmer	29.95	25,497.79
General Journal	3/1/2013	EJ20130301		Dividends on Mainstay High Yield Corp Bd	Elmer	66.95	25,564.74
General Journal	3/1/2013	EJ20130301		Dividends on Oppenheimer Intl Bd	Elmer	16.53	25,581.27
General Journal	3/1/2013	EJ20130301		Dividends on Pimco Total Return IV	Elmer	9.68	25,590.95
General Journal	3/1/2013	EJ20130301		Dividends on T Rowe Price New Income	Elmer	37.06	25,628.01
General Journal	3/4/2013	EJ20130302		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.61	25,655.62
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 3319	Elmer	1.72	25,657.34
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 6261	Elmer	336.88	25,994.22
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on XOM Stk 3301	Nelva	392.70	26,386.92
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9415	Elmer	4.41	26,391.33
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9407	Elmer	4.39	26,395.72
General Journal	3/11/2013	EJ20130321		Dividend Reimbursement on CVX Stk 9423	Elmer	1,122.04	27,517.76
General Journal	3/14/2013	EJ20130304		Dividends on Investment Co of America	Elmer	53.50	27,571.26
General Journal	3/18/2013	EJ20130305		Dividends on Capital World Growth & Income	Elmer	61.70	27,632.96
General Journal	3/22/2013	EJ20130307		Dividends on DWS Small Cap Value	Elmer	42.72	27,675.68
General Journal	3/25/2013	EJ20130308		Dividends on Columbia Mid Cap Value	Elmer	25.46	27,699.14
General Journal	3/27/2013	EJ20130309		Dividends on Capital World Bond	Elmer	23.47	27,722.61
General Journal	3/27/2013	EJ20130309		Dividends on Dodge & Cox Income	Elmer	111.08	27,833.69
General Journal	3/27/2013	EJ20130309		Dividends on T Rowe Price Equity Income	Elmer	77.55	27,911.24
General Journal	4/1/2013	EJ20130401		Dividends on JP Morgan Core Bond	Elmer	30.02	27,941.26
General Journal	4/1/2013	EJ20130401		Dividends on Mainstay High Yield Corp Bd	Elmer	61.31	27,999.57
General Journal	4/1/2013	EJ20130401		Dividends on Oppenheimer Intl Bd	Elmer	17.62	28,017.19
General Journal	4/1/2013	EJ20130401		Dividends on Pimco Total Return IV	Elmer	12.00	28,029.19
General Journal	4/1/2013	EJ20130401		Dividends on T Rowe Price New Income	Elmer	37.30	28,066.49
General Journal	4/2/2013	EJ20130402		Dividends on ING Global Real Estate	Elmer	40.72	28,107.21
General Journal	4/2/2013	EJ20130402		Dividends on Loomis Sayles Inv Grade Bd	Elmer	27.34	28,134.55
General Journal	5/1/2013	EJ20130501		Dividends on JP Morgan Core Bond	Elmer	30.08	28,164.63
General Journal	5/1/2013	EJ20130501		Dividends on Mainstay High Yield Corp Bd	Elmer	61.67	28,226.30
General Journal	5/1/2013	EJ20130501		Dividends on Oppenheimer Intl Bd	Elmer	17.94	28,244.24
General Journal	5/1/2013	EJ20130501		Dividends on Pimco Total Return IV	Elmer	13.27	28,257.51
General Journal	5/1/2013	EJ20130501		Dividends on T Rowe Price New Income	Elmer	38.30	28,295.81
General Journal	5/2/2013	EJ20130502		Dividends on Loomis Sayles Inv Grade Bd	Elmer	26.65	28,322.46
Total Dividend Income						28,321.46	28,321.46
Interest Income							
General Journal	12/27/2010	EJ 20101202		Interest on VK Bid Amer Bonds	Survivor	67.90	67.90
General Journal	12/27/2010	EJ 20101202		Interest on Invsco Bid Amer Bds	Survivor	23.70	91.60
General Journal	12/31/2010	EJ 20101203		Interest for December	Survivor	0.03	91.63
General Journal	1/20/2011	EJ 20110102		Interest on Toyota Motor Cr Corp	Survivor	25.00	116.63
General Journal	1/25/2011	EJ 20110103		Interest on VK Bid Amer Bonds	Survivor	67.90	184.53
General Journal	1/25/2011	EJ 20110103		Interest on VK Bid Amer Bonds	Survivor	51.00	235.53
General Journal	2/22/2011	EJ 20110204		Interest on Toyota Motor Cr Corp	Survivor	25.00	260.53
General Journal	2/22/2011	EJ 20110204		Interest on Money Market Fund	Survivor	0.01	260.54
General Journal	2/25/2011	EJ 20110205		Interest on VK Bid Amer Bonds Incm	Survivor	68.04	328.58
General Journal	2/25/2011	EJ 20110205		Interest on Invsco Bid Amer Bonds Incm	Survivor	50.90	379.48
General Journal	3/15/2011	EJ 20110301		Interest on GMAC Smartnotes	Survivor	317.25	696.73
General Journal	3/21/2011	EJ 20110302		Interest on Toyota Motor Cr Corp	Survivor	25.00	721.73
General Journal	3/25/2011	EJ 20110303		Interest on VK Bid Amer Bonds Incm	Survivor	67.90	789.63
General Journal	3/25/2011	EJ 20110303		Interest on Invsco Bid Amer Bds Incm	Survivor	51.00	840.63
General Journal	4/14/2011	EJ 20110402		Accrued Int - Sale of Toyota Motor Cr Corp	Survivor	20.00	860.63
General Journal	4/14/2011	EJ 20110402		Accrued Interest Sale of GMAC SmartNotes	Survivor	51.11	911.74
General Journal	4/15/2011	EJ20110421		Interest on GE Capital Corp Internotes	Survivor	333.13	1,244.87
General Journal	4/20/2011	EJ 20110403		Proceeds from Sale of In Fin Auth Rev Parkview Hlth	Survivor	387.29	1,632.16
General Journal	4/25/2011	EJ 20110404		Interest on VK Bid Amer Bonds Incm	Survivor	67.76	1,699.92
General Journal	4/25/2011	EJ 20110404		Interest on Invsco Bid Amer Bds Incm	Survivor	50.90	1,750.82
General Journal	5/13/2011	EJ20110521		Sell GE Capital Corp Internotes	Survivor	51.82	1,802.64
General Journal	5/13/2011	EJ20110521		Sell GMAC Smartnotes	Survivor	277.50	2,080.14
General Journal	5/23/2011	EJ20110523		Interest on Money Market Funds	Survivor	0.93	2,081.07
General Journal	5/25/2011	EJ20110502		Interest on VK Bid Amer Bonds Incm	Survivor	67.76	2,148.83
General Journal	5/25/2011	EJ20110502		Interest on Invsco Bid Amer Bds Incm	Survivor	51.00	2,199.83
General Journal	6/21/2011	EJ20110621		Interest on Money Market Funds	Survivor	0.30	2,200.13
General Journal	6/27/2011	EJ20110604		Interest on VK Bid Amer Bonds	Survivor	67.90	2,268.03
General Journal	6/27/2011	EJ20110604		Interest on Invsco Bid Amer Bds	Survivor	50.90	2,318.93
General Journal	7/25/2011	EJ20110701		Interest on VK Bid Amer Bonds	Survivor	67.76	2,386.69
General Journal	7/25/2011	EJ20110701		Interest on VK Bid Amer Bonds	Survivor	51.00	2,437.69
General Journal	8/1/2011	EJ20110801		Interest on VK Bid Amer Bonds Incm	Survivor	67.76	2,505.45
General Journal	8/1/2011	EJ20110801		Interest on Invsco Bid Amer Bds Incm	Survivor	50.90	2,556.35
General Journal	9/26/2011	EJ20110901		Interest on VK Bid Amer Bonds Incm	Survivor	68.04	2,624.39
General Journal	9/26/2011	EJ20110901		Interest on Invsco Bid Amer Bds Incm	Survivor	50.90	2,675.29
General Journal	10/13/2011	EJ20111001		Accrued Interest in Sale of VK Bid Amer Bonds	Survivor	6.72	2,682.01
General Journal	10/25/2011	EJ20111002		Interest in VK Bid Amer Bonds Incm	Survivor	67.90	2,749.91
General Journal	10/25/2011	EJ20111002		Interest on Invsco Bid Amer Bds Incm	Survivor	51.10	2,801.01
General Journal	11/16/2011	EJ20111103		Proceeds from Sale of Invsco Bid Amer Bds	Survivor	10.20	2,811.21
General Journal	11/21/2011	EJ20111105		Interest on Money Market Funds	Survivor	0.05	2,811.26
General Journal	11/25/2011	EJ20111106		Interest on Invsco Bid Amer Bds Incm	Survivor	51.00	2,862.26
General Journal	10/10/2012	EJ20120422		Interest income	Survivor	0.27	2,862.53
General Journal	10/12/2012	EJ20120443		Interest Earned	Elmer	1.17	2,863.70
Deposit	10/23/2012			October Interest	Survivor	17.34	2,881.04
General Journal	11/7/2012	EJ20120424		Interest inc	Survivor	5.72	2,886.76

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Type	Date	Num	Name	Memo	Class	Amount	Balance
General Journal	11/9/2012	EJ20120445		Interest inc	Elmer	1.08	2,887.84
Deposit	11/21/2012			November interest	Survivor	26.47	2,914.31
General Journal	12/7/2012	EJ20120425		Interest inc	Survivor	6.13	2,920.44
General Journal	12/11/2012	EJ20120446		Interest Earned	Elmer	1.23	2,921.67
Deposit	12/20/2012			December Interest	Survivor	20.08	2,941.75
General Journal	1/9/2013	EJ20120427		Interest inc	Survivor	6.75	2,948.50
General Journal	1/11/2013	EJ20120447		Interest Earned	Elmer	1.19	2,949.69
Deposit	1/23/2013			January Interest	Survivor	23.32	2,973.01
General Journal	2/6/2013	EJ20120428		Interest inc	Survivor	5.74	2,978.75
General Journal	2/8/2013	EJ20120448		Interest Earned	Elmer	1.08	2,979.83
Deposit	2/20/2013			February Interest	Survivor	19.23	2,999.06
General Journal	3/8/2013	EJ20120430		Interest Earned	Survivor	6.15	3,005.21
General Journal	3/12/2013	EJ20120449		Interest Earned	Elmer	1.66	3,006.87
Deposit	3/21/2013			March Interest	Survivor	19.91	3,026.78
General Journal	4/9/2013	EJ20120432		Interest Earned	Survivor	6.55	3,033.33
General Journal	4/11/2013	EJ20120452		Interest Earned	Elmer	1.77	3,035.10
Deposit	4/22/2013			April Interest	Survivor	21.98	3,057.08
General Journal	5/9/2013	EJ20120433		Interest Earned	Survivor	5.90	3,062.98
General Journal	5/13/2013	EJ20120453		Interest Earned	Elmer	1.46	3,064.44
Deposit	5/22/2013			May Interest	Survivor	20.61	3,085.05
Total Interest Income						3,085.05	3,085.05
Long Term Capital Gains - Funds							
General Journal	12/31/2010	EJ20101216		LTCG from Oppenheimer Intl Bond Fund Y	Elmer	75.11	75.11
General Journal	12/8/2011	EJ20111214		LTCG on T Rowe Price New Income	Elmer	77.13	152.24
General Journal	12/16/2011	EJ20111218		LTCG on JP Morgan Core Bond	Elmer	26.07	178.31
General Journal	12/16/2011	EJ20111218		LTCG on JP Morgan High Yield	Elmer	58.93	237.24
General Journal	12/19/2011	EJ20111219		LTCG on Credit Suisse Comm Ret Strat	Elmer	6.24	243.48
General Journal	12/20/2011	EJ20111220		LTCG on DWS Small Cap Value	Elmer	42.21	285.69
General Journal	12/28/2011	EJ20111225		LTCG on Loomis Sayles Inv Grade Bd	Elmer	47.77	333.46
General Journal	6/28/2012	EJ20120608		LTCG on Baron Small Cap	Elmer	2.48	335.94
General Journal	11/30/2012	EJ20121104		LTCG on Baron Small Cap	Elmer	152.76	488.70
General Journal	12/10/2012	EJ20121205		LTCG on T Rowe Price New Income	Elmer	85.71	574.41
General Journal	12/13/2012	EJ20121207		LTCG on Pimco Total Return IV	Elmer	26.80	601.21
General Journal	12/14/2012	EJ20121208		LTCG on JP Morgan Core Bond	Elmer	16.83	618.04
General Journal	12/20/2012	EJ20121210		LTCG on DWS Small Cap Value	Elmer	76.86	694.90
General Journal	12/21/2012	EJ20121211		LTCG on Capital World Bond	Elmer	41.81	736.71
General Journal	12/24/2012	EJ20121212		LTCG on Investment Co of America	Elmer	176.84	913.55
General Journal	12/24/2012	EJ20121212		LTCG on Loomis Sayles Inv Grade Bd	Elmer	62.90	976.45
General Journal	12/31/2012	EJ20121215		LTCG on Oppenheimer Intl Bd	Elmer	31.01	1,007.46
General Journal	3/22/2013	EJ20130307		LTCG on DWS Small Cap Value	Elmer	39.85	1,047.31
Total Long Term Capital Gains - Funds						1,047.31	1,047.31
Short Term Capital Gains- Funds							
General Journal	1/24/2011	EJ20110107		STCG on Fidelity New Insights Fd Instl	Elmer	1.98	1.98
General Journal	2/14/2011	EJ20110204		STCG on Fidelity New Insights Fd Instl	Elmer	22.38	24.36
General Journal	12/8/2011	EJ20111214		STCG on T Rowe Price New Income	Elmer	38.56	62.92
General Journal	12/16/2011	EJ20111218		STCG on JP Morgan High Yield	Elmer	36.12	99.04
General Journal	12/28/2011	EJ20111225		STCG on Loomis Sayles Inv Grade Bd	Elmer	16.95	115.99
General Journal	12/10/2012	EJ20121205		STCG on T Rowe Price New Income	Elmer	68.57	184.56
General Journal	12/13/2012	EJ20121207		STCG on Pimco Total Return IV	Elmer	173.87	358.43
General Journal	12/14/2012	EJ20121208		STCG on JP Morgan Core Bond	Elmer	1.54	359.97
General Journal	12/17/2012	EJ20121209		STCG on Fidelity New Insights	Elmer	86.18	446.15
General Journal	12/20/2012	EJ20121210		STCG on DWS Small Cap Value	Elmer	14.89	461.04
General Journal	12/21/2012	EJ20121211		STCG on Capital World Bond	Elmer	22.74	483.78
General Journal	12/24/2012	EJ20121212		STCG on Loomis Sayles Inv Grade Bd	Elmer	5.32	489.10
Total Short Term Capital Gains- Funds						489.10	489.10
Stock Sales less Broker Fees							
General Journal	1/4/2011	EJ 20110101		Sale of Deere & Co Stock	Survivor	10,082.45	10,082.45
General Journal	1/4/2011	EJ 20110101		Commission on Sale of Deere & Co Stock	Survivor	-208.11	9,874.34
General Journal	1/4/2011	EJ 20110101		Transaction Fee on Sale of Deere & Co Stock	Survivor	-4.95	9,869.39
General Journal	2/8/2011	EJ 20110202		Sell 275 Shares Deere & Co	Survivor	25,563.65	35,432.84
General Journal	2/8/2011	EJ 20110202		Commission on Sale of 275 Shares Deere & Co	Survivor	-460.63	34,972.21
General Journal	2/8/2011	EJ 20110202		Transaction Fee on Sale of 275 Shares Deere & Co	Survivor	-4.95	34,967.26
General Journal	4/14/2011	EJ 20110402		Principal Amt Sale of Toyota Motor Cr Corp	Survivor	5,000.00	39,967.26
General Journal	4/14/2011	EJ 20110402		Transaction Fee - Sale of Toyota Motor Cr Corp	Survivor	-4.95	39,962.31
General Journal	4/14/2011	EJ 20110402		Principal Amt Sale of GMAC SmartNotes	Survivor	8,730.00	48,692.31
General Journal	4/14/2011	EJ 20110402		Transaction Fee - Sale of GMAC SmartNotes	Survivor	-4.95	48,687.36
General Journal	4/20/2011	EJ 20110403		Proceeds from Sale of In Fin Auth Rev Parkview Hlth	Survivor	14,824.35	63,511.71
General Journal	4/20/2011	EJ 20110403		Transaction Fee from Sale of In Fin Auth Rev Parkview Hlth	Survivor	-4.95	63,506.76
General Journal	5/13/2011	EJ20110521		Transaction Fee on Sale of GE Capital Corp Intermotes	Survivor	-4.95	63,501.81
General Journal	5/13/2011	EJ20110521		Transaction Fee on Sale of GMAC Smartnotes	Survivor	-4.95	63,496.86
General Journal	5/16/2011	EJ20110522		Commission on Sale Chevron Corp	Survivor	-199.66	63,297.20
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale Chevron Corp	Survivor	-4.95	63,292.25
General Journal	5/16/2011	EJ20110522		Commission on Sale of Stryker Corp	Survivor	-228.32	63,063.93
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Stryker Corp	Survivor	-4.95	63,058.98
General Journal	5/16/2011	EJ20110522		Commission on Sale of Dow Chemical	Survivor	-146.44	62,912.54
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Dow Chemical	Survivor	-4.95	62,907.59
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Warrants (WSA)	Survivor	-50.00	62,857.59
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Warrants (WSA)	Survivor	-4.95	62,852.64
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Warrants (WSB)	Survivor	-50.00	62,802.64
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Warrants (WSB)	Survivor	-4.95	62,797.69
General Journal	5/16/2011	EJ20110522		Transaction Fee on Sale of Gen Motors Common	Survivor	-4.95	62,792.74
General Journal	5/16/2011	EJ20110522		Commission on Sale of Gen Motors Common	Survivor	-50.00	62,742.74
General Journal	5/27/2011	EJ20110524		Adjust Value on GE Capital Corp Intermotes	Survivor	-46.87	62,695.87
General Journal	5/27/2011	EJ20110524		Adjust Value on GMAC SmartNotes	Survivor	-272.55	62,423.32
General Journal	5/27/2011	EJ20110524		Adjust Value on Chevron Corp (CVX)	Survivor	204.61	62,627.93

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

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Type	Date	Num	Name	Memo	Class	Amount	Balance
Total Proceeds from Sale of Home						433,392.05	433,392.05
Social Security Income							
General Journal	2/3/2011	EJ20120457		Soc Security ID:2	Nelva	1,780.00	1,780.00
General Journal	3/3/2011	EJ20120459		Social Security	Nelva	1,780.00	3,560.00
General Journal	4/1/2011	EJ20120462		Social Security	Nelva	1,780.00	5,340.00
General Journal	5/2/2011	EJ20120464		Social Security	Nelva	1,780.00	7,120.00
General Journal	6/3/2011	EJ20120465		Social Security	Nelva	1,780.00	8,900.00
General Journal	7/1/2011	EJ20120469		Social Security	Nelva	1,780.00	10,680.00
General Journal	8/3/2011	EJ20120472		Social Security	Nelva	1,780.00	12,460.00
General Journal	9/2/2011	EJ20120474		Social Security	Nelva	1,780.00	14,240.00
General Journal	10/3/2011	EJ20120477		Social Security	Nelva	1,780.00	16,020.00
General Journal	11/3/2011	EJ20120478		Social Security	Nelva	1,780.00	17,800.00
Total Social Security Income						17,800.00	17,800.00
Tax Refunds							
General Journal	1/3/2011	BOA20110101		US Treasury 310 DES	Survivor	1,780.00	1,780.00
General Journal	1/11/2012	EJ20110159		Tax Refund	Survivor	6,215.87	7,995.87
General Journal	4/16/2012	EJ20120441		Federal tax refund	Elmer	6,913.00	14,908.87
General Journal	4/25/2012	EJ20120416		Federal Tax Refund	Survivor	4,908.00	19,816.87
Total Tax Refunds						19,816.87	19,816.87
Total Income						830,169.35	830,169.35
Expense							
Automobile Expense							
Check	1/18/2011	EFT	Exxon Mobil	Auto:Fuel	Nelva	20.93	20.93
Check	1/27/2011	EFT	Chevron	Fuel	Nelva	20.86	41.79
Check	1/31/2011	EFT	Chevron	Fuel	Nelva	21.07	62.86
Check	2/8/2011	EFT	Exxon Mobil	Fuel	Nelva	20.06	82.92
Check	2/9/2011	EFT	Nnt Hare Repai	Auto Service	Nelva	574.65	657.57
Check	2/10/2011	EFT	Exxon Mobil	Fuel	Nelva	10.67	668.24
Check	2/14/2011	EFT	Chevron	Fuel	Nelva	20.10	688.34
Check	2/23/2011	EFT	Exxon Mobil	Fuel	Nelva	20.36	708.70
Check	3/2/2011	EFT	Exxon Mobil	Fuel	Nelva	21.69	730.39
Check	3/7/2011	EFT	Chevron	Fuel	Nelva	22.98	753.37
Check	3/14/2011	EFT	Chevron	Fuel	Nelva	22.20	775.57
Check	3/14/2011	EFT	Exxon Mobil	Fuel	Nelva	22.20	797.77
Check	3/21/2011	EFT	Chevron	Fuel	Nelva	21.50	819.27
Check	3/21/2011	EFT	Chevron	Fuel	Nelva	24.55	843.82
Check	3/23/2011	EFT	Chevron	Fuel	Nelva	24.66	868.48
Check	3/28/2011	EFT	Chevron	Fuel	Nelva	21.76	890.24
Check	3/29/2011	EFT	Chevron	Fuel	Nelva	22.76	913.00
Check	4/1/2011	EFT	Chevron	Fuel	Nelva	24.65	937.65
Check	4/8/2011	EFT	Exxon Mobil	Fuel	Nelva	54.60	992.25
Check	4/14/2011	EFT	Chevron	Fuel	Nelva	21.02	1,013.27
Check	4/18/2011	EFT	Chevron	Fuel	Nelva	23.88	1,037.15
Check	4/18/2011	EFT	Exxon Mobil	Fuel	Nelva	22.51	1,059.66
Check	4/25/2011	EFT	Fastop	Fuel	Nelva	2.90	1,062.56
Check	4/25/2011	EFT	Fastop	Fuel	Nelva	50.84	1,113.40
Check	4/25/2011	EFT	Exxon Mobil	Fuel	Nelva	59.02	1,172.42
Check	4/25/2011	EFT	Chevron	Fuel	Nelva	14.05	1,186.47
Check	5/3/2011	EFT	Exxon Mobil	Fuel	Nelva	28.78	1,215.25
Check	5/6/2011	EFT	Exxon Mobil	Fuel	Nelva	23.63	1,238.88
Check	5/9/2011	EFT	Exxon Mobil	Fuel	Nelva	27.80	1,266.68
Check	5/9/2011	EFT	Chevron	Fuel	Nelva	28.76	1,295.44
Check	5/16/2011	EFT	Chevron	Fuel	Nelva	29.32	1,324.76
Check	5/16/2011	EFT	Exxon Mobil	Fuel	Nelva	24.64	1,349.40
Check	5/20/2011	EFT	Chevron	Fuel	Nelva	23.73	1,373.13
Check	5/23/2011	EFT	Chevron	Fuel	Nelva	24.40	1,397.53
Check	5/23/2011	EFT	Chevron	Fuel	Nelva	2.90	1,400.43
Check	5/24/2011	EFT	Chevron	Fuel	Nelva	23.33	1,423.76
Check	5/25/2011	EFT	TX Med Ctr Garage	Parking	Nelva	6.00	1,429.76
Check	5/26/2011	EFT	TX Med Ctr Garage	parking	Nelva	6.00	1,435.76
Check	5/27/2011	EFT	TX Med Ctr Garage	parking	Nelva	5.00	1,440.76
Check	5/31/2011	EFT	TX Med Ctr Garage	parking	Nelva	6.00	1,446.76
Check	5/31/2011	EFT	Chevron	Fuel	Nelva	24.48	1,471.24
Check	5/31/2011	EFT	TX Med Ctr Garage	parking	Nelva	2.00	1,473.24
Check	6/3/2011	EFT	Chevron	Fuel	Nelva	24.00	1,497.24
Check	6/6/2011	EFT	Exxon Mobil	Fuel	Nelva	43.12	1,540.36
Check	6/7/2011	EFT	Chevron	Fuel	Nelva	22.92	1,563.28
Check	6/8/2011	EFT	Exxon Mobil	Fuel	Nelva	22.08	1,585.36
Check	6/13/2011	EFT	Exxon Mobil	Fuel	Nelva	23.84	1,609.20
Check	6/14/2011	EFT	Exxon Mobil	Fuel	Nelva	29.37	1,638.57
Check	6/15/2011	EFT	Chevron	Fuel	Nelva	26.47	1,665.04
Check	6/20/2011	EFT	Exxon Mobil	Fuel	Nelva	25.80	1,690.64
Check	6/21/2011	EFT	Chevron	Fuel	Nelva	26.58	1,717.22
Check	6/27/2011	EFT	Chevron	Fuel	Nelva	25.13	1,742.35
Check	6/28/2011	EFT	Chevron	Fuel	Nelva	22.70	1,765.05
Check	7/1/2011	EFT	Chevron	Fuel	Nelva	26.25	1,791.30
Check	7/5/2011	EFT	Shell	Fuel	Nelva	23.05	1,814.35
Check	7/5/2011	EFT	Chevron	Fuel	Nelva	26.86	1,841.21
Check	7/8/2011	EFT	Chevron	Fuel	Nelva	25.68	1,866.89
Check	7/11/2011	EFT	Chevron	Fuel	Nelva	21.07	1,887.96
Check	7/13/2011	EFT	Chevron	Fuel	Nelva	23.37	1,911.33
Check	7/18/2011	EFT	Exxon Mobil	Fuel	Nelva	25.35	1,936.68
Check	7/19/2011	EFT	Chevron	Fuel	Nelva	30.18	1,966.86
Check	7/20/2011	EFT	Chevron	Fuel	Nelva	24.10	1,990.96

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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	7/25/2011	EFT	Chevron	Fuel	Nelva	26.07	2,017.03
Check	7/27/2011	EFT	Chevron	Fuel	Nelva	24.45	2,041.48
Check	8/1/2011	EFT	Exxon Mobil	Fuel	Nelva	25.68	2,067.16
Check	8/1/2011	EFT	Chevron	Fuel	Nelva	21.07	2,088.23
Check	8/2/2011	EFT	Chevron	Fuel	Nelva	20.62	2,108.85
Check	8/8/2011	EFT	Chevron	Fuel	Nelva	25.37	2,134.22
Check	8/9/2011	EFT	Chevron	Fuel	Nelva	26.27	2,160.49
Check	8/10/2011	EFT	Exxon Mobil	Fuel	Nelva	25.53	2,186.02
Check	8/15/2011	EFT	Chevron	Fuel	Nelva	25.41	2,211.43
Check	8/17/2011	EFT	Chevron	Fuel	Nelva	26.21	2,237.64
Check	8/22/2011	EFT	Chevron	Fuel	Nelva	25.52	2,263.16
Check	8/23/2011	EFT	Chevron	Fuel	Nelva	22.25	2,285.41
Check	8/25/2011	EFT	Chevron	Fuel	Nelva	15.14	2,300.55
Check	8/29/2011	EFT	Chevron	Fuel	Nelva	20.14	2,320.69
Check	8/31/2011	EFT	Chevron	Fuel	Nelva	20.16	2,340.85
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	21.50	2,362.35
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	16.07	2,378.42
Check	9/6/2011	EFT	Chevron	Fuel	Nelva	14.34	2,392.76
Check	9/7/2011	EFT	Chevron	Fuel	Nelva	21.15	2,413.91
Check	9/13/2011	EFT	Exxon Mobil	Fuel	Nelva	23.96	2,437.87
Check	9/15/2011	EFT	Chevron	Fuel	Nelva	20.57	2,458.44
Check	9/19/2011	EFT	Chevron	Fuel	Nelva	20.23	2,478.67
Check	9/22/2011	EFT	Chevron	Fuel	Nelva	23.31	2,501.98
Check	9/27/2011	EFT	Chevron	Fuel	Nelva	25.07	2,527.05
Check	9/30/2011	EFT	Chevron	Fuel	Nelva	23.30	2,550.35
Check	10/3/2011	EFT	Chevron	Fuel	Nelva	25.22	2,575.57
Check	10/5/2011	EFT	Exxon Mobil	Fuel	Nelva	20.11	2,595.68
Check	10/6/2011	EFT	Chevron	Fuel	Nelva	20.52	2,616.20
Check	10/11/2011	EFT	Chevron	Fuel	Nelva	21.07	2,637.27
Check	10/12/2011	EFT	Chevron	Fuel	Nelva	22.02	2,659.29
Check	10/12/2011	EFT	Exxon Mobil	Fuel	Nelva	2.14	2,661.43
Check	10/14/2011	EFT	Chevron	Fuel	Nelva	24.70	2,686.13
Check	10/17/2011	EFT	Chevron	fuel	Nelva	21.07	2,707.20
Check	10/17/2011	EFT	Chevron	Fuel	Nelva	20.92	2,728.12
Check	10/19/2011	ETFT	Chevron	Fuel	Nelva	21.78	2,749.90
Check	10/26/2011	eft	Exxon Mobil	FUEL	Nelva	20.25	2,770.15
Check	10/27/2011	EFT	Chevron	Fuel	Nelva	20.99	2,791.14
Check	10/31/2011	EFT	Chevron	Fuel	Nelva	22.72	2,813.86
Check	10/31/2011	EFT	Chevron	Fuel	Nelva	21.06	2,834.92
Check	11/2/2011	EFT	Chevron	Fuel	Nelva	20.90	2,855.82
Check	11/4/2011	EFT	Chevron	Fuel	Nelva	19.91	2,875.73
Check	11/7/2011	EFT	Chevron	Fuel	Nelva	22.79	2,898.52
Check	11/9/2011	EFT	Chevron	Fuel	Nelva	20.41	2,918.93
Check	11/14/2011	eft	Chevron	FUEL	Nelva	25.76	2,944.69
Check	11/14/2011	eft	Chevron	Fuel	Nelva	21.07	2,965.76
Total Automobile Expense						2,965.76	2,965.76
Bank & Brokerage Charges							
Check	12/23/2010	EFT	Bank of America	External Transfer Fee	Nelva	3.00	3.00
General Journal	12/28/2010	EJ20101214		Offset Admin Fee	Elmer	-13.88	-10.88
Check	12/30/2010	EFT	Bank of America	Check Order	Nelva	27.00	16.12
General Journal	1/6/2011	EJ20110106		Advisory Solutions Program Fee	Elmer	305.91	322.03
Check	1/13/2011	EFT	Bank of America	Check Order	Nelva	26.00	348.03
Check	1/19/2011	EFT	Bank of America	NSF Returned Item Fee for Activity	Nelva	35.00	383.03
Check	1/19/2011	EFT	Bank of America	NSF Overdraft Item Fee For Activity	Nelva	35.00	418.03
Check	1/19/2011	EFT	Bank of America	NSF: Returned Item Fee for Activity	Nelva	35.00	453.03
Check	1/20/2011	EFT	Bank of America	External Transfer Fee	Survivor	3.00	456.03
General Journal	1/27/2011	EJ20110108		Offset of Admin Fee	Elmer	-12.41	443.62
General Journal	1/27/2011	EJ20120456		Fee Refund Nbkhuuz8 - Reimbursement	Nelva	-105.00	338.62
General Journal	2/4/2011	EJ20110203		Redeem JPM Fed Money Market Instl Cl	Elmer	297.60	636.22
General Journal	2/23/2011	EJ20110205		Fee Offset Less Admin Fee	Elmer	-11.67	624.55
General Journal	3/4/2011	EJ20110303		Redeem JPM Fed Money Market Inst	Elmer	273.03	897.58
General Journal	3/11/2011	DR12110301		Svc Fee on Reinvestment of Dividends on Chevron Stock	Family	3.00	900.58
General Journal	3/23/2011	EJ20110306		Fee Offset Less Admin Fee	Elmer	-13.01	887.57
General Journal	4/5/2011	EJ20110403		Redeem JPM Fed Money Market Instl Cl	Elmer	300.68	1,188.25
General Journal	4/21/2011	EJ20110404		Fee Offset Less Admin Fee	Elmer	-11.70	1,176.55
General Journal	5/5/2011	EJ20110502		Redeem JPM Fed Money Market Instl	Elmer	295.92	1,472.47
General Journal	5/17/2011	EJ20110503		Fee Offset Less Admin Fee	Elmer	-12.12	1,460.35
General Journal	6/1/2011	EJ20110602		Minimum Balance Fee	Survivor	3.00	1,463.35
General Journal	6/1/2011	EJ20110601		Redeem JPM Fed Money Market Instl Cl	Elmer	305.34	1,768.69
Check	6/14/2011	EFT	Bank of America	External Transfer Fee - 3 Day bank charge	Survivor	3.00	1,771.69
General Journal	6/22/2011	EJ20110604		Fee Offset Less Admin Fee	Elmer	-11.59	1,760.10
Check	6/23/2011	EFT	Bank of America	Check order fee	Nelva	23.00	1,783.10
General Journal	7/8/2011	EJ20110703		Redeemed JPM Fed Money Market Instl Cl	Elmer	288.60	2,071.70
Check	7/20/2011	EFT	Bank of America	Safebox Fee	Survivor	8.00	2,079.70
General Journal	7/26/2011	EJ20110704		Fee Offset Less Admin Fee	Elmer	-12.20	2,067.50
Check	7/27/2011	EFT	Bank of America	External transfer fee - 3 Day	Survivor	3.00	2,070.50
General Journal	8/4/2011	EJ20110802		Redeemed JPM Fed Money Market Instl Cl	Elmer	302.09	2,372.59
General Journal	8/25/2011	EJ20110803		Fee Offset Less Admin Fee	Elmer	-11.67	2,360.92
General Journal	9/7/2011	EJ20110902		Redeemed JPM Fed Money Market Instl C	Elmer	279.62	2,640.54
General Journal	9/22/2011	EJ20110906		Fee Offset Less Admin Fee	Elmer	-13.30	2,627.24
General Journal	10/6/2011	EJ20111003		Redeemed JPM Fed Money Market Instl Cl	Elmer	260.78	2,888.02
General Journal	10/25/2011	EJ20111005		Fee Offset Less Admin Fee	Elmer	-14.31	2,873.71
General Journal	11/1/2011	EJ20110145		Minnesota Life DES:Annuity ID:0	Survivor	91.78	2,965.49
Check	11/3/2011	EFT	Bank of America	check order	Nelva	23.00	2,988.49
General Journal	11/4/2011	EJ20111103		Redeemed JPM Fed Money Market Instl Cl	Elmer	264.30	3,252.79
Check	11/7/2011	EFT	Bank of America	Wire transfer fee	Survivor	25.00	3,277.79
Check	11/7/2011	EFT	Bank of America	Wire transfer fee	Survivor	25.00	3,302.79

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

**Brunsting Family Living Trust
 Detail of Accounts**

12/21/2010-05/31/2013

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

Brunsting Family Living Trust
Detail of Accounts
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Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	3/21/2011	EFT	Randalls		Nelva	13.11	1,291.12
Check	3/26/2011	EFT	Randalls		Nelva	36.05	1,327.17
Check	3/29/2011	EFT	Subway	Dining	Nelva	4.33	1,331.50
Check	3/30/2011	EFT	Randalls		Nelva	8.85	1,340.35
Check	4/4/2011	EFT	Wal-Mart		Nelva	37.28	1,377.63
Check	4/4/2011	EFT	Randalls		Nelva	34.54	1,412.17
Check	4/4/2011	EFT	Randalls		Nelva	52.52	1,464.69
Check	4/5/2011	EFT	Subway	Dining	Nelva	3.25	1,467.94
Check	4/6/2011	EFT	Randalls		Nelva	34.97	1,502.91
Check	4/8/2011	EFT	Randalls		Nelva	15.87	1,518.78
Check	4/11/2011	EFT	Subway	Dining	Nelva	3.79	1,522.57
Check	4/11/2011	EFT	Chick-til-a #0103	Dining	Nelva	1.83	1,524.40
Check	4/11/2011	EFT	Chick-til-a #0103	Dining	Nelva	1.83	1,526.23
Check	4/11/2011	EFT	Randalls		Nelva	16.56	1,542.79
Check	4/11/2011	EFT	Randalls		Nelva	51.94	1,594.73
Check	4/12/2011	EFT	Subway	Dining	Nelva	3.25	1,597.98
Check	4/12/2011	EFT	Randalls		Nelva	34.69	1,632.67
Check	4/13/2011	EFT	Randalls		Nelva	67.04	1,699.71
Check	4/14/2011	EFT	Randalls		Nelva	24.03	1,723.74
Check	4/15/2011	EFT	Chick-til-a #0103	Dining	Nelva	10.25	1,733.99
Check	4/18/2011	EFT	Randalls		Nelva	26.45	1,760.44
Check	4/18/2011	EFT	Randalls		Nelva	23.16	1,783.60
Check	4/18/2011	EFT	Randalls		Nelva	17.30	1,800.90
Check	4/22/2011	EFT	Randalls		Nelva	57.60	1,858.50
Check	4/25/2011	EFT	Subway	Dining	Nelva	3.79	1,862.29
Check	4/25/2011	EFT	Subway	Dining	Nelva	3.79	1,866.08
Check	4/25/2011	EFT	Taco Cabana	Dining	Nelva	22.68	1,888.76
Check	4/25/2011	EFT	Randalls		Nelva	86.07	1,974.83
Check	5/2/2011	EFT	Randalls		Nelva	140.07	2,114.90
Check	5/3/2011	EFT	Randalls		Nelva	36.75	2,151.65
Check	5/6/2011	EFT	Randalls		Nelva	17.30	2,168.95
Check	5/9/2011	EFT	Randalls		Nelva	33.74	2,202.69
Check	5/9/2011	EFT	Randalls		Nelva	55.52	2,258.21
Check	5/11/2011	EFT	Randalls		Nelva	10.39	2,268.60
Check	5/16/2011	EFT	Chick-til-a #0103	Dining	Nelva	3.29	2,271.89
Check	5/16/2011	EFT	Chick-til-a #0103	Dining	Nelva	3.29	2,275.18
Check	5/18/2011	EFT	Randalls		Nelva	42.56	2,317.74
Check	5/20/2011	EFT	Randalls		Nelva	21.87	2,339.61
Check	5/23/2011	EFT	Randalls		Nelva	57.35	2,396.96
Check	5/25/2011	EFT	Randalls	Dining	Nelva	43.52	2,440.48
Check	5/31/2011	EFT	Randalls		Nelva	31.71	2,472.19
Check	6/3/2011	EFT	Randalls		Nelva	23.46	2,495.65
Check	6/6/2011	EFT	Kroger		Nelva	32.17	2,527.82
Check	6/6/2011	EFT	Randalls		Nelva	23.97	2,551.79
Check	6/6/2011	EFT	Randalls		Nelva	20.00	2,571.79
Check	6/6/2011	EFT	Fastop	Dining	Nelva	4.25	2,576.04
Check	6/13/2011	EFT	McDonald's	Dining	Nelva	13.46	2,589.50
Check	6/13/2011	EFT	Kroger		Nelva	3.05	2,592.55
Check	6/13/2011	EFT	Randalls		Nelva	43.77	2,636.32
Check	6/13/2011	EFT	Randalls		Nelva	54.05	2,690.37
Check	6/14/2011	EFT	McDonald's	Dining	Nelva	2.17	2,692.54
Check	6/20/2011	EFT	Randalls		Nelva	24.19	2,716.73
Check	6/24/2011	EFT	Randalls		Nelva	41.68	2,758.41
Check	6/28/2011	EFT	Randalls		Nelva	50.83	2,809.24
Check	7/1/2011	EFT	Randalls		Nelva	18.92	2,828.16
Check	7/5/2011	EFT	Randalls		Nelva	25.61	2,853.77
Check	7/5/2011	EFT	Randalls		Nelva	34.05	2,887.82
Check	7/6/2011	EFT	Chick-til-a #0103	Dining	Nelva	5.13	2,892.95
Check	7/8/2011	EFT	Randalls		Nelva	46.61	2,939.56
Check	7/11/2011	EFT	Randalls		Nelva	52.99	2,992.55
Check	7/11/2011	EFT	McDonald's	Dining	Nelva	2.48	2,995.03
Check	7/11/2011	EFT	Randalls		Nelva	29.80	3,024.83
Check	7/18/2011	EFT	Randalls		Nelva	35.41	3,060.24
Check	7/18/2011	EFT	Randalls		Nelva	25.14	3,085.38
Check	7/18/2011	EFT	Wal-Mart		Nelva	260.73	3,346.11
Check	7/21/2011	EFT	Randalls		Nelva	45.34	3,391.45
Check	7/25/2011	EFT	Randalls		Nelva	43.38	3,434.83
Check	7/25/2011	EFT	Randalls		Nelva	60.57	3,495.40
Check	7/25/2011	EFT	Kolache Factory	Dining	Nelva	3.76	3,499.16
Check	7/28/2011	EFT	Randalls		Nelva	31.23	3,530.39
Check	7/28/2011	EFT	Randalls		Nelva	26.20	3,556.59
Check	7/29/2011	EFT	Chick-til-a #0103	Dining	Nelva	1.83	3,558.42
Check	8/1/2011	EFT	Randalls		Nelva	47.94	3,606.36
Check	8/1/2011	EFT	Walgreens		Nelva	20.99	3,627.35
Check	8/1/2011	EFT	Chick-til-a #0103	Dining	Nelva	3.29	3,630.64
Check	8/2/2011	EFT	Randalls		Nelva	29.74	3,660.38
Check	8/4/2011	EFT	McDonald's	Dining	Nelva	2.17	3,662.55
Check	8/5/2011	EFT	Randalls		Nelva	24.92	3,687.47
Check	8/8/2011	EFT	Randalls		Nelva	30.29	3,717.76
Check	8/10/2011	EFT	Randalls	08/06	Nelva	57.90	3,775.66
Check	8/15/2011	EFT	Randalls		Nelva	21.76	3,797.42
Check	8/15/2011	EFT	Randalls		Nelva	58.34	3,855.76
Check	8/15/2011	EFT	Randalls		Nelva	46.75	3,902.51
Check	8/17/2011	EFT	HEB		Nelva	34.39	3,936.90
Check	8/17/2011	EFT	HEB		Nelva	19.77	3,956.67
Check	8/22/2011	EFT	Randalls		Nelva	39.52	3,996.19
Check	8/22/2011	EFT	Randalls		Nelva	44.99	4,041.18
Check	8/24/2011	EFT	Randalls		Nelva	44.36	4,085.54

**Brunsting Family Living Trust
 Detail of Accounts**

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

**Brunsting Family Living Trust
 Detail of Accounts**

12/21/2010-05/31/2013

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

**Brunsting Family Living Trust
 Detail of Accounts**

12/21/2010-05/31/2013

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

Brunsting Family Living Trust
Detail of Accounts

12/21/2010-05/31/2013

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	7/22/2011	279	Katrina Harper		Nelva	465.00	79,317.24
Check	7/25/2011	277	Daisy Harper		Nelva	60.00	79,377.24
Check	7/25/2011	281	Robert Cantu		Nelva	765.00	80,142.24
Check	7/28/2011	282	Tino		Nelva	705.00	80,847.24
Check	8/1/2011	283	Robert Cantu		Nelva	1,018.00	81,865.24
Check	8/1/2011	284	Katrina Harper		Nelva	1,062.47	82,927.71
Check	8/4/2011	288	Tino		Nelva	907.50	83,835.21
Check	8/8/2011	289	Robert Cantu		Nelva	930.00	84,765.21
Check	8/9/2011	290	Katrina Harper		Nelva	465.00	85,230.21
Check	8/11/2011	291	Tino		Nelva	1,125.00	86,355.21
Check	8/15/2011	301	Robert Cantu		Nelva	946.00	87,301.21
Check	8/15/2011	302	Katrina Harper		Nelva	450.00	87,751.21
Check	8/18/2011	303	Tino		Nelva	1,148.83	88,898.04
Check	8/19/2011	304	Robert Cantu		Nelva	172.50	89,070.54
Check	8/19/2011	306	Katrina Harper		Nelva	459.50	89,530.04
Check	8/22/2011	308	Robert Cantu		Nelva	735.00	90,265.04
Check	8/24/2011	309	Tino		Nelva	1,110.00	91,375.04
Check	8/29/2011	311	Robert Cantu		Nelva	1,004.00	92,379.04
Check	8/30/2011	312	Katrina Harper		Nelva	517.50	92,896.54
Check	9/1/2011	313	Tino		Nelva	1,162.50	94,059.04
Check	9/6/2011	314	Katrina Harper		Nelva	173.00	94,232.04
Check	9/6/2011	315	Robert Cantu		Nelva	750.00	94,982.04
Check	9/6/2011	316	Daisy Harper		Nelva	80.00	95,062.04
Check	9/6/2011	317	Katrina Harper		Nelva	440.00	95,502.04
Check	9/8/2011	318	Tino		Nelva	1,193.59	96,695.63
Check	9/12/2011	319	Robert Cantu		Nelva	750.00	97,445.63
Check	9/13/2011	328	Katrina Harper		Nelva	628.15	98,073.78
Check	9/15/2011	330	Tino		Nelva	1,034.67	99,108.45
Check	9/19/2011	332	Robert Cantu		Nelva	715.00	99,823.45
Check	9/20/2011	334	Katrina Harper		Nelva	576.00	100,399.45
Check	9/22/2011	335	Tino		Nelva	1,054.46	101,453.91
Check	9/26/2011	338	Robert Cantu		Nelva	784.86	102,238.77
Check	9/27/2011	339	Katrina Harper		Nelva	630.00	102,868.77
Check	9/29/2011	340	Tino		Nelva	810.29	103,679.06
Check	10/3/2011	341	Robert Cantu		Nelva	976.34	104,655.40
Check	10/4/2011	342	Katrina Harper		Nelva	576.57	105,231.97
Check	10/6/2011	344	Tino		Nelva	1,030.00	106,261.97
Check	10/7/2011	346	Robert Cantu		Nelva	165.00	106,426.97
Check	10/11/2011	348	Robert Cantu		Nelva	570.00	106,996.97
Check	10/11/2011	349	Katrina Harper		Nelva	581.66	107,578.63
Check	10/11/2011	350	Robert Cantu		Nelva	240.00	107,818.63
Check	10/14/2011	351	Robert Cantu		Nelva	515.00	108,333.63
Check	10/17/2011	352	Robert Cantu		Nelva	570.00	108,903.63
Check	10/18/2011	353	Katrina Harper		Nelva	985.00	109,888.63
Check	10/19/2011	357	Tino		Nelva	1,342.50	111,231.13
Check	10/21/2011	358	Katrina Harper		Nelva	165.00	111,396.13
Check	10/24/2011	363	Robert Cantu		Nelva	860.00	112,256.13
Check	10/25/2011	364	Katrina Harper		Nelva	370.00	112,626.13
Check	10/26/2011	365	Tino		Nelva	1,187.19	113,813.32
Check	10/31/2011	CHK	Unknown payee		Nelva	793.00	114,606.32
Check	10/31/2011	366	Katrina Harper		Nelva	165.00	114,771.32
Check	11/1/2011	375	Katrina Harper		Nelva	540.00	115,311.32
Check	11/4/2011	376	Tino		Nelva	1,235.29	116,546.61
Check	11/7/2011	377	Robert Cantu		Nelva	885.00	117,431.61
Check	11/8/2011	401	Katrina Harper		Nelva	360.00	117,791.61
Check	11/14/2011	431	Latoya Harper		Nelva	90.00	117,881.61
Check	11/14/2011	432	Katrina Harper		Nelva	810.00	118,691.61
Check	11/14/2011	433	Robert Cantu		Nelva	541.00	119,232.61
Total In Home Care						119,232.61	119,232.61
Medical Supplies							
Check	1/3/2011	6847	Medical Aids		Survivor	32.48	32.48
Check	1/19/2011	104	Duke Medical Equipm...		Nelva	2.54	35.02
Check	4/22/2011	184	Duke Medical Equipm...		Nelva	17.75	52.77
Check	7/7/2011	7023	Duke Medical Equipm...		Survivor	7.62	60.39
Check	7/7/2011	251	Duke Medical Equipm...	Supplies	Nelva	5.08	65.47
Total Medical Supplies						65.47	65.47
Medical Expenses - Other							
Check	1/10/2011	EFT	Walgreens	Food & Dining Groceries POS DEB 1943 01/03/11 00027165	Nelva	21.62	21.62
Check	1/18/2011	103	Memorial City Hermann		Nelva	220.00	241.62
Check	1/19/2011	105	Memorial Clinical Ass...	Doctor	Nelva	8.02	249.64
Check	1/19/2011	108	Radiology West	Doctor	Nelva	1.23	250.87
Check	1/20/2011	106	Memoria City Surgical...	Doctor	Nelva	39.74	290.61
Check	2/2/2011	118	Memorial Pathology C...	Doctor	Nelva	7.10	297.71
Check	2/7/2011	117	Rosewood Family Ph...	Doctor	Nelva	65.00	362.71
Check	2/9/2011	127	Schleicher Dental	Dentist	Nelva	105.00	467.71
Check	2/17/2011	134	Medical Chest Associ...	Doctor	Nelva	15.01	482.72
Check	3/8/2011	151	Memorial City Hermann		Nelva	181.58	664.30
Check	3/10/2011	150	Radiology West		Nelva	5.37	669.67
Check	3/14/2011	153	ACS Primary Care		Nelva	7.56	677.23
Check	4/18/2011	188	ACS Primary Care		Nelva	7.23	684.46
Check	4/19/2011	183	Medical Chest Associ...	Doctor	Nelva	19.52	703.98
Check	4/22/2011	193	Cardiologist Assoc of ...		Nelva	28.60	732.58
Check	6/23/2011	254	Memorial Clinical Ass...	Doctor	Nelva	5.76	738.34
Check	7/1/2011	260	Schleicher Dental	Dental	Nelva	143.00	881.34
Check	7/6/2011	7024	Medical Chest Associ...	Medical: Doctor	Survivor	4.12	885.46
Check	8/5/2011	285	Dr. Achari	Doctor	Nelva	24.98	910.44

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

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

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

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

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

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	1/27/2011	EFT	AT&T		Survivor	68.88	175.10
Check	2/24/2011	EFT	Verizon		Nelva	172.35	347.45
Check	2/28/2011	7008	AT&T	(SBC-AR, KS, MO, OK, TX) B	Survivor	76.39	423.84
Check	3/15/2011	EFT	AT&T	(SBC-AR, KS, MO, OK, TX) B	Survivor	70.42	494.26
Check	3/28/2011	EFT	Verizon		Nelva	138.92	633.18
Check	4/21/2011	EFT	Verizon		Nelva	72.88	706.06
Check	4/26/2011	EFT	AT&T	(SBC-AR, KS, MO, OK, TS) B	Survivor	176.85	882.91
Check	5/9/2011	EFT	AT&T		Survivor	177.21	1,060.12
Check	5/27/2011	EFT	AT&T		Survivor	95.73	1,155.85
Check	6/6/2011	EFT	Verizon		Nelva	225.00	1,380.85
Check	6/9/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	154.09	1,534.94
Check	6/28/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	86.12	1,621.06
Check	7/5/2011	EFT	Verizon		Nelva	282.03	1,903.09
Check	7/11/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	224.42	2,127.51
Check	7/27/2011	EFT	AT&T	Bill(SBC-AR, KS, MO, OK, TX) B	Survivor	82.16	2,209.67
Check	8/2/2011	EFT	Verizon		Nelva	245.03	2,454.70
Check	8/10/2011	EFT	AT&T	DES:Payment ID: 787780565AUS	Survivor	170.89	2,625.59
Check	8/25/2011	EFT	Verizon		Nelva	242.00	2,867.59
Check	8/26/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) bill payment	Survivor	84.47	2,952.06
Check	9/12/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	168.71	3,120.77
Check	9/23/2011	EFT	Verizon		Nelva	137.66	3,258.43
Check	9/26/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	84.47	3,342.90
Check	10/11/2011	EFT	AT&T	DES:Payment ID:787780565AUS	Survivor	184.35	3,527.25
Check	11/1/2011	EFT	Verizon		Nelva	189.54	3,716.79
Check	11/8/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	84.44	3,801.23
Check	11/10/2011	EFT	AT&T	DES:Payment ID: 787780565AUS	Survivor	168.24	3,969.47
Check	11/23/2011	EFT	Verizon		Nelva	192.13	4,161.60
Check	12/5/2011	EFT	AT&T	Bill (SBC-AR, KS, MO, OK, TX) B	Survivor	90.82	4,252.42
Check	12/28/2011	EFT	AT&T	Bill(SBC-AR,KS,MO,OK, TX) B	Survivor	108.59	4,361.01
Check	1/31/2012	EFT	AT&T	Bill (SBC-AR,KS,MO,OK, TX) B	Survivor	86.00	4,447.01
Check	2/14/2012	EFT	AT&T	Bill (SBC-AR,KS,MO,OK, TX)	Survivor	72.16	4,519.17
Total Telephone Expense						4,519.17	4,519.17
Utilities							
Cable TV							
Check	1/5/2011	EFT	Comcast		Survivor	64.04	64.04
Check	1/27/2011	EFT	Comcast		Survivor	59.77	123.81
Check	2/25/2011	EFT	Comcast		Survivor	67.65	191.46
Check	3/23/2011	EFT	Comcast		Survivor	63.71	255.17
Check	4/26/2011	EFT	Comcast		Survivor	63.71	318.88
Check	4/26/2011	EFT	Comcast		Survivor	63.71	382.59
Check	5/26/2011	EFT	Comcast		Survivor	11.52	394.11
Check	5/31/2011	EFT	Comcast		Survivor	11.52	405.63
Check	6/28/2011	EFT	Comcast	Elmer H Brunsting	Survivor	52.20	457.83
Check	7/28/2011	EFT	Comcast	Elmer	Survivor	63.72	521.55
Check	8/29/2011	EFT	Comcast		Survivor	63.72	585.27
Check	9/28/2011	EFT	Comcast		Survivor	63.72	648.99
Check	10/28/2011	EFT	Comcast		Survivor	63.71	712.70
Check	11/29/2011	EFT	Comcast		Survivor	63.71	776.41
Total Cable TV						776.41	776.41
Electricity							
Check	1/21/2011	EFT	Stream Energy of TX		Survivor	134.05	134.05
Check	2/18/2011	EFT	Stream Energy of TX	Utilities: Gas & Electric	Survivor	106.89	240.94
Check	3/15/2011	EFT	Stream Energy of TX		Survivor	100.71	341.65
Check	4/18/2011	EFT	Stream Energy of TX		Survivor	93.99	435.64
Check	5/19/2011	EFT	Stream Energy of TX		Survivor	174.61	610.25
Check	6/17/2011	EFT	Stream Energy of TX	Bill payment	Survivor	217.04	827.29
Check	7/18/2011	EFT	Stream Energy of TX	Bill payment	Survivor	166.12	993.41
Check	8/17/2011	EFT	Stream Energy of TX	bill payment	Survivor	308.10	1,301.51
Check	9/16/2011	EFT	Stream Energy of TX	bill payment	Survivor	344.55	1,646.06
Check	10/17/2011	EFT	Stream Energy of TX		Survivor	217.43	1,863.49
Check	11/15/2011	EFT	Stream Energy of TX	payment	Survivor	160.68	2,024.17
Check	12/28/2011	eft	Stream Energy of TX	PAYMENT	Survivor	81.95	2,106.12
Check	1/20/2012	EFT	Stream Energy of TX		Survivor	59.96	2,166.08
Check	2/17/2012	EFT	Stream Energy of TX		Survivor	19.10	2,185.18
Check	3/26/2012	EFT	Stream Energy of TX		Survivor	39.19	2,224.37
Check	4/25/2012	EFT	Stream Energy of TX	Payment	Survivor	25.00	2,249.37
Check	6/7/2012	133	Stream Energy of TX		Survivor	10.53	2,259.90
Total Electricity						2,259.90	2,259.90
Gas							
Check	1/19/2011	7005	Entex		Survivor	130.42	130.42
Check	4/18/2011	EFT	Entex	PPD	Nelva	323.62	454.04
Check	6/22/2011	EFT	Entex	PPD	Nelva	73.47	527.51
Check	8/15/2011	296	Entex		Nelva	52.48	579.99
Check	9/14/2011	325	Entex		Nelva	42.59	622.58
Check	11/23/2011	EFT	Entex	PPD	Survivor	65.66	688.24
Check	12/22/2011	106	Centerpoint Energy	PPD	Survivor	54.62	742.86
Check	3/11/2012	117	Centerpoint Energy	PPD	Survivor	158.09	900.95
Check	6/7/2012	132	Entex	PPD	Survivor	41.71	942.66
Total Gas						942.66	942.66
Water							
Check	12/23/2010	EFT	City of Houston Water		Nelva	52.74	52.74
Check	1/21/2011	EFT	City of Houston Water		Survivor	80.94	133.68
Check	3/1/2011	EFT	City of Houston Water	Water Bill	Survivor	52.74	186.42
Check	4/4/2011	EFT	City of Houston Water		Survivor	90.34	276.76

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

Type	Date	Num	Name	Memo	Class	Amount	Balance
Check	5/11/2011	eft	City of Houston Water	WATER BILL	Survivor	99.74	378.50
Check	6/9/2011	EFT	City of Houston Water	DES: Water bill I	Survivor	130.35	508.85
Check	6/22/2011	7710	Electchk	Bcf - 14411 We 06/ Westh, Houston, TX #000032384	Survivor	314.57	821.42
Check	7/11/2011	EFT	City of Houston Water	DES:Water bill I	Survivor	282.51	1,103.93
Check	8/8/2011	EFT	City of Houston Water	DES: water bill I	Survivor	277.78	1,381.71
Check	9/8/2011	EFT	City of Houston Water	DES:water bill I	Survivor	265.10	1,646.81
Check	10/12/2011	EFT	City of Houston Water	DES:water bill I	Survivor	227.06	1,873.87
Check	11/10/2011	EFT	City of Houston Water	DES: water bill I	Survivor	201.70	2,075.57
Check	12/9/2011	EFT	City of Houston Water	DES:Water bill I	Survivor	252.42	2,327.99
Check	1/9/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	115.49	2,443.48
Check	2/13/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	47.13	2,490.61
Check	3/19/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	20.42	2,511.03
Check	4/12/2012	EFT	City of Houston Water	DES:Water bill I	Survivor	26.19	2,537.22
Total Water						2,537.22	2,537.22
Total Utilities						6,516.19	6,516.19
Total Expense						418,844.23	418,844.23
Net Ordinary Income						411,325.12	411,325.12
Other Income/Expense							
Other Expense							
FMV of Stocks Transferred Out							
General Journal	5/11/2011	EJ20110522		Distribute 1,120 Sh Exxon Stock to Amy Brunsting	Survivor	90,854.40	90,854.40
General Journal	6/15/2011	EJ20110621		Distribute 1,325 Sh Exxon to Carole Brunsting	Elmer	110,597.75	201,452.15
General Journal	6/15/2011	EJ20110621		Distribute 180 Sh Exxon to Candy Curtis	Survivor	13,355.20	214,807.35
General Journal	6/15/2011	EJ20110621		Distribute 100 Sh Exxon to Anita Brunsting	Survivor	13,355.20	228,162.55
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Ann Brunsting	Nelva	14,162.85	242,325.40
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Anita Brunsting	Nelva	14,162.85	256,488.25
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Jack Brunsting	Nelva	14,162.85	270,651.10
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Katie Riley	Nelva	14,162.85	284,813.95
General Journal	6/15/2011	EJ20110621		Distribute 135 Sh Chevron to Luke Riley	Nelva	14,162.85	298,976.80
Total FMV of Stocks Transferred Out						298,976.80	298,976.80
Total Other Expense						298,976.80	298,976.80
Net Other Income						-298,976.80	-298,976.80
Net Income						112,348.32	112,348.32

EXHIBIT 3

Stock Distribution Analysis

Exhibit 3

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

DATA-ENTRY
PICK UP THIS DATE

FILED
2/6/2015 10:56:10 AM
Stan Stanart
County Clerk
Harris County

PROBATE COURT 4

CAUSE No. 412,249

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

NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTER

TO THE HONORABLE PROBATE COURT:

COMES NOW, Plaintiff, Candace Louis Curtis, and files certified copies of an Injunction and Report of Master and would show the Court as follows:

1.

Plaintiff originally filed her Original Petition in the United States District Court for the Souther District of Texas, Houston Division, under Civil Action No. 4:12-CV-592. On April 19, 2013, the United States District Court entered a Memorandum and Order Preliminary Injunction in which it found that Anita Kay Brunsting and Amy Ruth Brunsting as Trustees had failed to act in accordance with the duties required by the Trust and enjoined them from disbursing any funds from any Trust accounts without prior permission of the court. See Ex. A, Memorandum and Order Preliminary Injunction. In that same order, the court determined to appoint an independent firm or account to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. See Ex A, Memorandum and Order Preliminary Injunction. Ultimately court appointed CPA William G. West filed his Report of Master dated July 31, 2013. See Ex. B, Report of Master.

2.

On May 15, 2014, the United States District Court entered an order transferring Civil Action 4:12-CV-00592 into Harris County Probate Court Number Four, Cause Number 412,249. See Ex.

02102015:0838:P0134

RE: Brunsting - 2017 1st Qtr Accounting Summary

From: Stephen A. Mendel (steve@mendellawfirm.com)
To: cbrunsting@sbcglobal.net; occurtis@sbcglobal.net; nspielman@grifmatlaw.com
Cc: tim@mendellawfirm.com; nancy@mendellawfirm.com
Date: Friday, May 12, 2017, 2:20 PM PDT

Carole:

You should hire an attorney, so he or she can explain to you the procedural status of the two federal cases, as well as the probate court case, and why your interruption, as listed below, is in error.

Have a nice weekend.

Very truly yours,

Stephen A. Mendel

The Mendel Law Firm, L.P.

1155 Dairy Ashford, Suite 104

Houston, TX 77079

O: 281-759-3213

F: 281-759-3214

steve@mendellawfirm.com

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From: Carole Brunsting [mailto:cbrunsting@sbcglobal.net]
Sent: Friday, May 12, 2017 3:55 PM
To: Stephen A. Mendel; 'Candace Curtis'; 'Neal Spielman'
Cc: Timothy J. Jadloski; NM/MLF
Subject: Re: Brunsting - 2017 1st Qtr Accounting Summary

Stephen

I wanted to follow up with you on the distribution of my inheritance. I provided a copy of the injunction that was signed by Judge Hoyt stating that any income received for the benefit of the Trust beneficiary is to be deposited appropriately in an account. Because has not been done according to what was signed by Judge Hoyt, the trust has been forced to pay taxes of \$99K because the money was not distributed as ordered. Please let me know when my account will be funded according to the injunction signed by Federal Court Judge Hoyt.

Also, I wanted to point out that I have asked for but not yet received a list of the incurred debt that you made reference to or monies owed from family members.

Per Article X of the First Amendment to the Brunsting Family Living Trust:

Section A. Outstanding Indebtedness of a Beneficiary

Upon the death of the surviving Founder, any amount due and owing by Anita Kay Riley which is secured by a lien against real property shall be forgiven and such amount shall constitute a portion of the trust share of Anita Kay Riley, as set forth in the Sections of this Article which follow.

According to the statement above I believe this to mean that the \$100,000 that was given to Anita by our parents to pay off her house is now considered a portion of her trust share. If you need a copy Article X I can forward one to you.

I look forward to hearing from you.

Carole

On Tuesday, May 2, 2017 6:58 PM, Stephen A. Mendel <steve@mendellawfirm.com> wrote:

To All:

We forward for your files the accounting summary through the 1ST Quarter 2017.

20-20566.2644

Very truly yours,

Stephen A. Mendel

The Mendel Law Firm, L.P.

1155 Dairy Ashford, Suite 104

Houston, TX 77079

O: 281-759-3213

F: 281-759-3214

steve@mendellawfirm.com

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

CANDACE LOUISE CURTIS

§
§
§
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§
§

CIVIL ACTION NO. H-12-CV-592

vs.

ANITA KAY BRUNSTING, and
AMY RUTH BRUNSTING

AFFIDAVIT IN SUPPORT OF REMOVAL OF LIS PENDENS

STATE OF TEXAS §
COUNTY OF COMAL §
§

Before me, the undersigned authority, appeared Amy Ruth Brunsting who after being duly sworn by me did state:

1. My name is Amy Ruth Brunsting. I am over 18 years of age, competent to make this affidavit, and have personal knowledge of the facts stated herein.
2. This case involves the allegations of my sister, Candace Louise Curtis, who is disgruntled with the amount of information and accounting I and my sister have provided to her while acting in our capacity as Co-Successor Trustees of the Brunsting Family Living Trust.
3. The contentions of Candace are totally meritless, and I believe have more to do with the disappointment she feels in the fact that our parents did not feel she was competent to handle her own inheritance. She began issuing threats and demands within weeks after our mother died, and before we have had a chance to evaluate the proper handling of assets in the estate, including the largest asset, a farm in Iowa.
4. Her various complaints will be addressed in some greater detail if this court believes it has jurisdiction over the administration of a living trust. However, of immediate concern is the potential chilling effect that Candace filing of a *lis pendens* may have on the sale of our parent's residential homestead, which is scheduled to close on March 9, 2012.
5. As Co-Trustees, my sister and I have determined that it is impractical to give each of the five heirs, or the trusts set up for their benefit (as is the case for Candace), an undivided share of a house in Houston. We therefore have prepared and offered the house for sale. None of the heirs

have objected to this plan, including Candace. Our authority to sell is contained in Article IX, Section C of the Brunsting Family Living Trust. The specific provision regarding real estate appears on page 9-5 of the document under the heading of "Real Estate" and this section can be viewed in the copy of the trust supplied by Candace as an exhibit to her Complaint.

6. We first obtained an appraisal of the property. This is attached hereto as Exhibit "A". This appraisal, dated in January of this year, placed the fair market value of the property at \$410,000. We listed the property for \$469,000 and were fortunate enough to attract a buyer, Brett C. McCarroll, who offered \$469,000. The contract for this sale is attached as Exhibit "B". Although originally scheduled to close in February, the closing has been moved to this Friday, March 9.

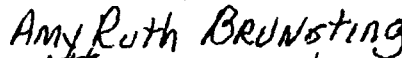
7. As further evidence of the fair value of the proposed sale, I attach the Harris County Appraisal District tax appraisal, showing the taxable value of the property to be approximately \$270,000.


8. We have attempted to provide Candace with enough information to evaluate her position in the trust administration, and have sent her preliminary spreadsheets with a listing of assets and liabilities, as best we have been able to determine in the short time since our mother's death on November 11, 2011. She is not satisfied with the information we have provided and has stated her objective of tying up the administration of the estate until she gets a response that satisfies her. She is the only one of the five heirs who has taken this position, and as can be gleaned from her lengthy, and mostly inaccurate unsworn statement, filed with the complaint, relates to her animosity towards the two of us in the manner we attempted to aid our mother in the final months of her life.

9. If this sale is not consummated on the scheduled closing date, we have no assurance that the buyer will await the resolution of Candace's complaints and the sale will, in all likelihood, be lost. This will result in further expense to the trust estate for maintenance and upkeep to the property without any appreciation in the value. The house was originally shown for sale fully furnished. It is now empty. It's "buyer appeal" has been diminished and this could also jeopardize future sale prospects if this sale is lost.

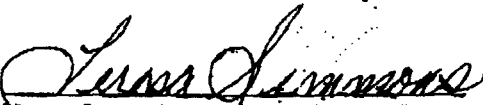
10. The sale of the house is important for the trust estate, and should not be endangered simply because Candace is mad. We are asking the court to lift the lis pendens so the sale can be consummated, for the benefit of all of the heirs.


AMY RUTH BRUNSTING



Sworn to and signed before me by , on this 6th day of March, 2012.

Case 4:12-cv-00592 Document 10-1 Filed in TXSD on 03/06/12 Page 3 of 3


Notary Public in and for the State of Texas



Church of Christ
1665 Business Loop 35 S.
New Braunfels, TX 78130

Subject: Fw: 412249-401 Estate Of Nelva Brunsting

From: Candace Curtis <occurtis@sbcglobal.net>

Date: 10/12/2018 10:31 AM

To: Rik Munson <blowintough@att.net>

X-Account-Key: account1

X-UIDL: AArPigpdPxqLW8DaZwpUiBOvxLk

X-Mozilla-Status: 0001

X-Mozilla-Status2: 00000000

X-Apparently-To: blowintough@att.net; Fri, 12 Oct 2018 17:31:19 +0000

Return-Path: <occurtis@sbcglobal.net>

Received-SPF: none (domain of sbcglobal.net does not designate permitted sender hosts)

X-YMailISG: SmJY_JEWLDvRjtnjBM4diR3r1neCpPGHQFn1DGT.76PwSqlHqrMpaA2zCWb7p2NdVWJfXEolZXUpRKiwiZAgmrEte40QCnuZCSzpoP0wvCRxnGQhJvP1h2iNHOM7R.LfWjr8RITKoLWGVdNKP161C8u9AVNEqwwsXVjmGN2S SxE4hoiTq_HaZE8l7wbH_GA.5.YwbsGWcP4O0LeN6HZXONgH5ar9xNqpNayWa6vJPyApHlyQ3NtJDY4mOYpMPjdTNzupok_C6ubHb4euURZwDFtrhb52skjMbTTY.FQswZxprn2FzmuTrXhoXnI1WdWB3Jz3BulHmTem7EJJM.z_yJNlJk5elKdbDXnzP3Yi26J5NBzw8hUs32s1mFE06VTgl9wMp5E9ZJA1sPXUoU3urt4F8Qmdc7YNZh7h.eZnrYp4BPks54sR2sBcEEmmXCVnJpChkOn72Y.BIM0u62F.fBU4NyhQVXuflwZYjD1eK8LwPcTotWixjdKX9C.hOZ2ZNFJLKCCNle9cw.XHS3qwBMsEL21azKGgiWyq1_7OLsk4LZqPKCCWRHknjRG6OPJBjXO0yJX8ZuZALqhi24.Q8RDITJYfs_zFJG28dLohG4PKcyB5vcQHqxT3c4g6vJmZoYMITJ1nn8qRzhGvd6IE8FrffvIA5Bez8OEFsFNqdLXwXle_wVqGPdmSIZHqciXU.OLn3h4Wz._ZURFRRLw84BxxNS26UVgbjMsVmuI2jM1qf_i_z2KeltD5zpSHBuB9eMLK4L1yek4lIEVysV4v5U7oERaWp6Ewei1rx3hC21NsDvtXsOm9MXs4_zCdFXsxU1aqlJOHWjRgAixC6SfXXSMqa4JukqK2foXLxaU.5fG7zsy1DNYxGEBpSIdoY3kpu46dQKgyP4c7ktqyeckjsjuZOHPqvjAMQG1BrK2KqVyg9E5VDQz6IANhdydP0HMGUsKhmg8mRkCptYrv1bz8Dq6jPq2Q.7BMhvn9dk2e.hfJKgisWXEDiKNfGxTmo_2PEXjgSYy9jqG99ovU9tHKyOOVqujS2Y9SiqTWcPVbHOVWX9Sgt2OjjRIX5Tf7ef7Gv81qb46sDGzeTujihe5t6ZO52HKoQZO8DZZrSiGYmVD0nQNIgeutSfBNZCpzKHtRWAKnHHjq_1joXTiqGDu8OjHj.hcrfoF64X9osFBuJ5Q13iB93Kz3B6TYy2VkMZ6.iIFN4.pegg9C706kZVqv7dGDumitKjGaPXX5luXAU2OgWZRx.m4dLfUSDNvUKh9gbI5gtDgpOVOxMP.3TYEVJlveSG Z13XUPI-

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X-Originating-IP: [66.163.188.150]

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Received: from sonic.gate.mail.ne1.yahoo.com by sonic303.consmr.mail.ne1.yahoo.com with HTTP;
Reply-To: Candace Curtis <occurtis@sbcglobal.net>
Message-ID: <1018211077.257240.1539365472047@mail.yahoo.com>
In-Reply-To: <00b801d46250\$964188d0\$c2c49a70\$@grifmatlaw.com>
References: <f439c4b810284d228df22829b8446d3e@NN-DC-LW-MAIL07.naturalnetworks.us>
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 Content-Length: 43265

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

From: Neal Spielman <nspielman@grifmatlaw.com>
To: 'Steve Mendel' <steve@mendellawfirm.com>; "'Comstock, Clarinda (Probate Courts)'" <Clarinda.Comstock@prob.hctx.net>; 'Bobbie Bayless' <bayless@baylessstokes.com>; 'Carole Brunsting' <cbrunsting@sbcglobal.net>; 'Candace Curtis' <occurtis@sbcglobal.net>
Cc: Neal Spielman <nspielman@grifmatlaw.com>
Sent: Friday, October 12, 2018 10:25 AM
Subject: RE: 412249-401 Estate Of Nelva Brunsting

Dear Judge Comstock –

I am following up on Steve Mendel’s e-mail below in light of other responses to your e-mail of 10/8/18, particularly the e-mails of 10/10/18 from Carole Brunsting and 10/11/18 from

Bobbie Bayless (on behalf of Carl Brunsting).

First, there appears to be some confusion as to whether any party to this action is contesting Nelva Brunsting's capacity at the time she executed various documents, including without limitation: the Appointment of Successor Trustee and the Resignation of December 21, 2010; the Qualified Beneficiary Designation/Exercise of Power of Appointment dated June 15, 2010; and the Qualified Beneficiary Designation/Exercise of Power of Appointment dated August 25, 2010. This issue might be resolved if each party were ordered to stipulate in a writing filed with the Court, that Nelva Brunsting's capacity is or is not an issue.

Second, there appears to be some effort to disregard or discredit the content of the Report of Temporary Administrator Pending Contest. There is too much to be captured in e-mail about the problems this would create. However, one area of concern stems from the content set forth on Page 7 of the Report (No Contest Clause Provisions). Significantly, the Report concludes (a) "**in both documents [the August 25, 2010 Qualified Beneficiary Designation/Exercise of Power of Appointment and the January 12, 2005 Restatement of Brunsting Family Living Trust] the provision is well written**" and (b) "**[a] decision by the Court upholding either no contest provision might resolve all other issues.**"

Considering the content of the two no-contest clauses and the Report's observations about them, it becomes clear that the first issue to be considered before any other is the enforceability of the no-contest clauses. If claims asserted by Carl Brunsting and/or Candace Curtis trigger one or both no-contest clauses, then each has effectively "disinherited" themselves, and none of their claims or pleadings, including without limitation those presented by Carl Brunsting in his Motion for Summary Judgment and/or those presented by Candace Curtis in her First Amended Plea in Abatement are properly before the Court.

Until the no-contest clause issues are resolved, none of their Motions, Pleas, claims, etc. should be considered.

For things to proceed in this fashion, a Docket Control Order remains necessary and the discovery referenced by Mr. Mendel must proceed so that the parties can present arguments for or against the no-contest clause(s), whether based on issues of capacity or enforceability. Then and only then will it be proper to consider issues such as those raised by Carl Brunsting and Candace Curtis (and even then, only if the no-contest clauses are not enforceable for one reason or another).

I appreciate the Court's consideration of the issues raised above.

Very truly yours,
Neal E. Spielman
Griffin & Matthews

20-20566.2651

10/12/2018 10:43 AM

1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281-870-1124 - telephone
281-870-1647 - telefax
nspielman@grifmatlaw.com

Please take a moment to visit our website at www.grifmatlaw.com

To comply with IRS regulations, we advise you that any discussion of Federal tax issues in this e-mail was not intended or written to be used, and cannot be used by you (i) to avoid penalties imposed under the Internal Revenue Code or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

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If you are not one of the addressees on this e-mail, the information contained in this e-mail is not intended for you, and please delete this e-mail immediately.

From: Steve Mendel [mailto:steve@mendellawfirm.com]
Sent: Tuesday, October 09, 2018 2:37 PM
To: Comstock, Clarinda (Probate Courts) <Clarinda.Comstock@prob.hctx.net>; Bobbie Bayless <bayless@baylessstokes.com>; nspielman@grifmatlaw.com; Carole Brunsting <cbrunsting@sbcglobal.net>; Candace Curtis <occurtis@sbcglobal.net>
Subject: 412249-401 Estate Of Nelva Brunsting

Dear Judge Comstock:

As you may recall, our office represents Co-Trustee Anita Brunsting, and Neal Spielman represents Co-Trustee Amy Brunsting. This correspondence represents a joint response as between myself and Mr. Spielman, on behalf of our respective clients.

First, the Co-Trustees want an oral hearing regarding Carl Brunsting's motion

for summary judgment.

Second, we would remind the court that it was discussed at the last hearing that certain discovery was important, including, but not limited to, evidence as to capacity and the academics of why the QBD was created, enforceable, and does not violate the trust provisions that predate the QBD, as referenced in Carl Brunsting's motion.

In this regard, we believe the following discovery needs to occur before Carl Brunsting's motion is set for an oral hearing:

1. Depose Candice Kuntz-Freed, and/or appropriate representatives of Vacek & Freed.
2. Greg Lester, the temporary administrator. However, if the parties will agree that Mr. Lester's report is admissible, then we see no need to depose Mr. Lester at this time. By admissible we mean, a waiver of all objections as to authenticity and hearsay. Notwithstanding the admissibility of the report, every party reserves the right to challenge, in whole or in part, the opinions and/or conclusions set forth in Mr. Lester's report.
3. Candace Curtis, who asserts that Nelva Brunsting lacked capacity.
4. Carole Brunsting who we understand had a reasonable degree of interaction with Nelva Brunsting and would have facts that relate to the capacity issue.

While there is other discovery that may be appropriate as to the foregoing issues, at present we believe the foregoing depositions are the minimum necessary to be completed before there is a hearing on Carl Brunsting's motion.

Further, we do not see any of the proposed dates as allowing sufficient time to complete the foregoing depositions. We, therefore, urge the court to issue a docket control order as to the entirety of the case, or at least an order that the foregoing named witnesses make themselves available for deposition between now and November 30, 2018.

Last, but not least, we will be filing motions that include, but are not necessarily

be limited to:

A. Obtain two different types of appraisals for the Iowa farm. One appraisal is for the value of the farm without regard to any division of the farm. The other appraisal would seek values if the farm was divided as equally as possible among the beneficiaries. The appraisals would assist with settlement negotiations among the parties.

B. Allocation of funds to pay for court reporters and videographers for the foregoing depositions.

Very truly yours,
Stephen A. Mendel

The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, TX 77079
O: 281-759-3213
F: 281-759-3214
steve@mendellawfirm.com

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From: Steve Mendel
Sent: Tuesday, October 09, 2018 1:52 PM
To: 'Bobbie Bayless'; Comstock, Clarinda (Probate Courts); nspielman@grifmatlaw.com; Carole Brunsting; Candace Curtis
Subject: RE: 412249-401 Estate Of Nelva Brunsting

Judge Comstock:

Mr. Spielman and I will be sending a joint response within the hour.

Very truly yours,

20-20566.2654

10/12/2018 10:43 AM

Stephen A. Mendel

The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, TX 77079
O: 281-759-3213
F: 281-759-3214
steve@mendellawfirm.com

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From: Bobbie Bayless [<mailto:bayless@baylessstokes.com>]
Sent: Tuesday, October 09, 2018 12:50 PM
To: Comstock, Clarinda (Probate Courts); Steve Mendel; nspielman@grifmatlaw.com; Carole Brunsting; Candace Curtis
Subject: RE: 412249-401 Estate Of Nelva Brunsting

As far as I am concerned, the Court can consider my Motion for Partial Summary Judgment without further argument. It is a pretty straightforward motion, so I am willing to allow the court to proceed without a further hearing.

Bobbie G. Bayless
BAYLESS & STOKES
2931 Ferndale
Houston, TX 77098
713.522.2224
713.522.2218 (fax)
bayless@baylessstokes.com

From: Comstock, Clarinda (Probate Courts) [<mailto:Clarinda.Comstock@prob.hctx.net>]
Sent: Monday, October 08, 2018 3:53 PM
To: Steve Mendel; Bobbie Bayless; nspielman@grifmatlaw.com; Carole Brunsting; Candace Curtis
Subject: 412249-401 Estate Of Nelva Brunsting

Judge Butts believes she is ready to consider the Motion for Summary Judgment which was continued at the last hearing.

Although a hearing on a motion for summary judgment is not required, she would like to give the parties the opportunity for oral argument, if desired.

The following dates may be available for an oral hearing on this Motion, assuming a courtroom can be made available:

Oct. 24th at 11am

Oct. 29th at 2:30pm

Nov. 19th at 2:30pm

Please respond to this email no later than the end of the day Thursday, Oct. 11th to advise whether you wish to have an oral hearing of the Motion for Partial Summary Judgment.

An oral hearing will be set on one of these dates should any party request a hearing.

If an agreement cannot be reached as to a hearing date by this Thursday, a date will be set by the court.

If no one requests a hearing by this Thursday, Judge Butts will rule without a hearing.

Regards,

Clarinda Comstock

Associate Judge

Harris County Probate Court 4

Clarinda.comstock@prob.hctx.net

832-927-1404

United States Courts
Southern District of Texas
FILED

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

APR 15 2019

Candace Louise Curtis
Plaintiff

§
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§
§

David J. Bradley, Clerk of Court

vs.

Civil Action No. 4:12-cv-592

Anita Brunsting
Amy Brunsting
Does 1-99
Defendants

**AFFIDAVIT OF CANDACE LOUISE CURTIS IN SUPPORT OF
APPLICATION FOR ORDERS TO SHOW CAUSE**

To the Honorable Kenneth Hoyt,

1. I came before this Honorable Court on February 27, 2012, with valid concerns over the threat of theft of my beneficial interest in an inter vivos trust created by my parents Elmer and Nelva Brunsting. I was seeking fiduciary disclosures and accounting and was suffering from emotional trauma over what had transpired that compelled me to seek judicial remedy.

2. I knew nothing of law at the time and so I told everything I knew or thought I knew in that initial complaint, sworn to under penalty of perjury and verified by California Jurat [Doc 1].

3. I continue to stand behind all of my claims. Of particular note are the mentions of illegal wiretap recordings [Doc 1 p.19 para 3] the drafting of illicit instruments and a no-contest clause disinheritance scheme, [Doc 1 P.20 para 4] all of which reared their ugly heads after the case had left this Honorable Court.

The Injunction

4. This Court issued a preliminary injunction on April 19, 2013. At conclusion of the April 9, 2013 hearing the Court issued the Injunction with constraints delivered verbally. Findings of Fact, Conclusions of Law and Order after Hearing were published on April 19, 2013. [Doc 45]

5. In the Injunctive Order the Court found that I had sued my sisters Anita and Amy Brunsting for breach of fiduciary, for failure to disclose trust instruments and failure to provide an accounting. The Court then found that I was a beneficiary of the trust created by our parents and that my sisters Anita and Amy were trustees and owed me fiduciary obligations.

6. The Court further found that Anita had failed to disclose unprotected trust instruments; failed to establish proper books and records; failed to provide a proper accounting; and failed to establish separate trusts for each of the five beneficiaries as required by the trust instruments.

“Nor is there evidence that the Trustee has established separate trusts for each beneficiary, as required under the Trust, even though more than two years has expired since her appointment”.

7. The Court also appointed a Special Master to perform an accounting of trust income and disbursements beginning when Anita first occupied the office of trustee.

8. Amy and Anita were enjoined from spending trust money without Court approval and were ordered to fund the trust accounts for the beneficiaries with trust income, as required by the trust.

9. My dearest friend and companion Rik Munson helped me draft the initial federal petition but suffered a medical emergency in late 2013 resulting in coma. In October 2013, I appeared in this Court without having had an opportunity to be briefed and was completely lost.

10. I was directed by the Court to obtain the assistance of counsel and had the extreme misfortune of retaining Houston Attorney Jason Ostrom. Without my knowledge and consent Ostrom petitioned the court for leave to amend my complaint in order to pollute diversity and obtained a remand to Harris County Probate Court No. 4. Moreover, Ostrom not only polluted diversity but raised claims allegedly belonging to my mother’s estate that I had no standing to raise.

11. It should be noted here that on April 10, 2013 my sisters’ attorney, George Vie III, noticed the court that a related state court suit [Doc 41] had been filed in Harris County Probate Court No. 4 naming everyone in the federal court case as defendants, including me.

12. In Probate Court No. 4 the suit was assigned Case No. 412249-402. [*Candace Louise Curtis vs. Anita and Amy Brunsting and Does 1-100 No 412249-402*]. After that Ostrom adopted the pleading caption “Estate of Nelva Brunsting No. 412249-402” and abandoned my lawsuit altogether.

13. My brother Carl Brunsting resigned the office of executor on February 19, 2015. On March 3, 2015, with the office of executor vacant, Ostrom, along with Probate Court Judge Christine Butts and all the other attorneys, signed an agreed Order to “Consolidate” “Estate of Nelva Brunsting 412249-402” with “Estate of Nelva Brunsting 412249-401”, thus dissolving my separate and distinct lawsuit in its entirety. Ostrom acted without my knowledge and consent and this does not comport with any rules governing consolidation. This was a conversion. I was named a defendant in 401 (see [Doc 41])

14. I am not the executor for any estate nor am I a devisee or legatee of any estate. I am a third party to an A/B family trust contract created by my parents that specifically identifies my four siblings and I as third parties whom that contract was intended to benefit. The Brunsting Family Trust is not an asset of the estate of our parents and I have my own separate and distinct right of claims.

15. Upon discovering these acts, I immediately dismissed Jason Ostrom and did my best to act in good faith, but soon discovered that -402 had been closed and I was not even allowed to file into my own case. I later discovered the 402 file had been reopened and that the version of the order consolidating the cases *had been* removed from the docket.¹

The Remand Order and Recent Disclosures

16. The remand order binds the state court to all orders entered in the federal court throughout the controversy among these parties. However, the instant this case landed in probate court all of that went out the window.

17. Although the case was remanded to Harris County Probate Court Number Four (4) in May 2015, this Court’s Order for Preliminary Injunction [Doc 45] is the only substantive finding of fact and conclusion of law after hearing ever issued in **any** court.

18. On March 19, 2019, seven years after I initially filed suit, I was boarding a plane for Houston for a March 20, 2019 deposition of one of the attorneys that double crossed my parents, when I received a message with attached “supplemental productions” totaling 143 pages.

¹ It should be noted here that after a new judge was elected to Probate Court 4, beginning January 2019, the consolidation agreement was found rolling around in a drawer by the new clerk and returned to the docket, whereupon the Court ruled the consolidation agreement valid because it was signed by my supposed representative and ancillary case -402 was again ordered closed. Why in the world would I have wanted this non-probate case in Harris County Probate Court after having obtained a unanimous opinion from the Fifth Circuit Court of Appeals that my breach of fiduciary lawsuit was not a probate matter and that the trust is not the estate?

Fraud Upon This Court

19. From the onset, when my sisters first appeared in this Court, they were represented by Attorney Bernard Lisle Mathews III, (Mathews) also referred to as Chip or litigation attorney in the law firm notes.

20. These newest disclosures appear to indicate that Bernard Mathews was a staff attorney and Candace Kunz-Freed's counterpart at Vacek & Freed P.L.L.C., the trust and estate plan firm that betrayed my parents and ruptured the family trust.

Perjured Affidavit

21. On March 6, 2012 Bernard Mathews filed an affidavit, verified by Amy, claiming that personal asset trusts had been setup "*as is the case for Candace*" [Doc 10-1].

22. The March 19, 2019 disclosures contain a Vacek & Freed case note entry by Candace Freed that reads as follows:

Phone call from Litigation Counsel requested verification of continuing to set up the personal asset trusts. answer was yes, may want to hold off on Candy's since she has filed suit. There appears to be no problem with the trusts themselves just who will be in charge of it. Discussed with CHIP the issues relating to SMJ that the court felt took it out of his realm. Handling Lis pendens action first and handle the rest later. Dismissal perhaps. Advised him that Checks in the mail from the client. He has not stopped working on it.

23. Yes, there is a problem with the trust instruments themselves.

24. Moreover, not only did Mathews appear using a "Green and Mathews" letterhead to conceal his egregious conflict of interest as a staff attorney with Vacek & Freed, but he filed a knowingly false affidavit into this Court while simultaneously saying just the opposite behind the Court's back. That affidavit was untrue then and has remained untrue despite this Court's injunctive order [Doc 45] commanding specific performance that would make it true.

A Passive Aggressive Approach to Fiduciary Theft

The No Accounting - No Disclosure - No-Contest Clause Machination

25. For my sisters to make threats of disinheritance while ignoring this Court's Injunctive Order is a crime. Unfortunately it is not their only crime. Knowing the only remedy available to a beneficiary for dealing with a rogue fiduciary is to bring an action for judicial relief, and after having attained hostile possession of the office of trustee, Anita and Amy refused or otherwise failed to provide an accounting, failed to produce unprotected trust documents, [Doc 45] and began making verbal threats that I was going to be disinherited for "challenging the trust", when all I was doing was exercising my rights to information as an income beneficiary. Anita and Amy made it clear from the onset that they intended to claim Carl and I violated a no-contest clause by bringing judicial action.

26. The mere notion that a beneficiary who is forced to invoke the law to protect beneficial interests violates a no-contest clause, is a counter-dilemma similar to that presented by *Protagoras v. Euathlus*. Under this theory, complaining about fiduciary theft of property interests would be a forfeiture of those interests, which is a result indistinguishable from doing nothing in response to the overt theft of property. I identified this fiduciary theft plot in my original complaint. [Doc 1 P.20 para 4]

27. That my sisters and their attorneys would even make such a claim is the utmost betrayal of the fiduciary duty of undivided loyalty and demonstrative of the depth and breadth of their abject moral bankruptcy.

Life Changing Events

28. My Mother's passing was very painful for me. Amy and Anita concealed the place where she was in hospice, depriving us both of the opportunity to say goodbye.

29. My sister Carole's house was damaged in Hurricane Harvey and she had to obtain a FEMA loan to make repairs, which are ongoing to this day. Carole was named a defendant in the probate court suit because of 100k in Exxon stock improperly transferred to her by Anita, which Carole will not touch for fear of reprisal, not to mention suffering serious tax consequences due to the manner in which it was transferred.

30. Once I found myself in the probate court, I was threatened continuously by my sisters' third set of attorneys, while this Court's preliminary injunction and remand Order have been disrespected and ignored. My character has been maligned and I have been subjected to ridicule causing further emotional distress. I have continued to suffer financial injury by traveling to Houston on numerous occasions, only to experience evasion games designed with attrition in mind.

31. After thirty-six years of marriage my husband unexpectedly left the home without even voicing any discontent, leaving me with a financial responsibility we once shared. When I was forced to rent my home, Rik opened his heart and his home to me, and my youngest son Andy, who is a single father. The greatest joy in my life, my three year old grandson Andrew Jr. (AJ), also came to live with us.

32. The worst tragedy in my life was the unexpected loss of my son Kevan last Thanksgiving. For the last ten years Kevan, a self-employed dental technician, had been an insulin dependent diabetic, suffering numerous hospitalizations and surgeries due to blood infections.

33. When Kevan was no longer able to work, I could stretch my finances no further and was helpless to even assist him with the basic necessities of life. His grandparents would have been the first to step forward but they had already passed away and my sisters' lack of honesty and integrity were instrumental in creating and perpetuating my financial hardships. I want them in prison.

34. I did not even inform them of the death of their nephew, my sister Carole did. Anita and Amy both called me, after years of no communication, and offered to help me financially. I told Anita that I would accept some of my property but that she had to give the same to everyone else. That ended the conversation and that was the last I heard of any intent to distribute.

35. I turned 66 on March 12, 2019. I am still working despite well laid plans to retire and enjoy my golden years and my grandson. Those plans included the expectancy that our parents had promised.

Conclusion

36. I filed suit and came to Texas to get what belonged to me but that is no longer enough. The people responsible for this charade have no excuse to offer that the law will tolerate or that I will accept. When our father was declared non compos mentis in June of 2008, no changes could be made to the trust under its own terms.

37. None-the-less Vacek & Freed attorney Candace Kunz-Freed (Freed) and Vacek staff attorney Bernard Lisle Mathews III immediately went to work to dismantle my parents trust plan, generating a series of illicit instruments beginning July 1, 2008. These improperly drafted changes put Vacek & Freed's new clients, my sisters Anita and Amy, in the position of co-trustees, without resort to a court of competent jurisdiction.

38. Our mother and father had jointly removed both Amy and Anita from the list of successor trustees, to prevent exactly what has happened, and our Mother had no individual power to alter or amend that A/B contract.

39. I am the de jure trustee under the last agreement signed by both of our parents and seven years after our mother's death on November 11, 2011, I have received a total of absolutely nothing of my share of the trust property.

40. At a deposition my diminished capacity brother Carl testified that he has given his attorney Bobbie G. Bayless \$250,000 in fees. Carl has received nothing of his inheritance and my sister Carole has received no benefit from her equitable property interests either.

41. The recent disclosures of non-privileged records show that Anita was constantly calling Vacek & Freed about making changes to our parents' trust contract while our mother was still alive. These disclosures also show an engagement letter between Vacek & Freed and Anita, while Nelva was still their client. If this is not a breach of the fiduciary duty of undivided loyalty that Vacek & Freed owed to our parents, what is it?

42. They also show that Anita continued to talk about making changes to "The Trust" even after mother died. Moreover, Anita emailed Freed asking if she could comingle the life insurance proceeds from the irrevocable life insurance trust with mother's Survivors Trust bank Account. The reason she gave was to avoid issuing large checks to each beneficiary which, in addition to the secret comingling and self-dealing revealed by the Report of the Special Master, would indicate that Anita also intended to keep more of those proceeds for herself.

43. While Anita and Amy's attorneys have been making disinheritance threats and evading remedy, they have made it abundantly clear off the record, that the only way this case is going to be resolved is by mediation in which the first order of business will be the extraction of attorneys' fees from the trust res.

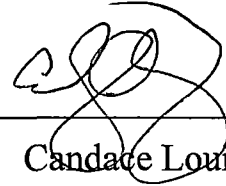
44. Defendants have violated this Court's Order for Preliminary Injunction and trampled the unanimous opinion of the Honorable Justices of the Fifth Circuit Court of Appeals, and the conditions precedent to the Order for Remand that all rulings entered in the federal courts be binding as res judicata on the state court "throughout the controversy between these parties".

Remedy Requested

45. I am asking that this Court's preliminary injunction be enforced, that my sisters both be incarcerated, and that their attorneys be disgorged of their single minded motivation for interfering with the resolution of this case.

46. This affidavit is based upon personal knowledge that is supported by self-authenticating disclosures, admissions, and the record, and are herein sworn to be true pursuant to F.R.C.P. §11 and Title 18 United States Code §1001 and all other applicable provisions of state and federal law.

Respectfully submitted this 12th day of April 2019



Candace Louise Curtis

CERTIFICATE OF SERVICE

SEE THE ATTACHMENT

I hereby certify that a true and correct copy of the foregoing instrument was placed in the United States Mail with postage fully prepaid on the 12th day of April 2019, addressed as follows:

Amy Brunsting
C/O Neal Spielman Esq.
Griffin and Mathews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079

Anita Brunsting
C/O Stephen Mendel Esq.
The Mendel Law Firm
1155 Dairy Ashford, Suite 104
Houston, Texas 77079

Neal Spielman Esq.
Griffin and Mathews
1155 Dairy Ashford, Suite 300
Houston, Texas 77079

Stephen Mendel Esq.
The Mendel Law Firm
1155 Dairy Ashford, Suite 104
Houston, Texas 77079

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Napa }

On 04/18/2019 before me, ARVIND K. NISCHAL **NOTARY PUBLIC**
(Here insert name and title of the officer)

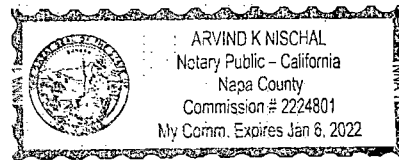
personally appeared CANDACE LOUISE CURTIS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



INSTRUCTIONS FOR COMPLETING THIS FORM

ADDITIONAL OPTIONAL INFORMATION

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis	§	
Plaintiffs,	§	
	§	Civil Action NO. 4:12-CV-592
	§	
v.	§	The Honorable Kenneth Hoyt
	§	
Anita Brunsting and Amy Brunsting	§	ORDER TO SHOW CAUSE WHY
Defendants	§	DEFENDANT SHOULD NOT BE
	§	HELD IN CONTEMPT OF COURT

Upon the Affidavit of Plaintiff Candace Louise Curtis, sworn to the 12th day of April 2019, and upon the copy of the Memorandum and Order for Preliminary Injunction Issued by this Court on the 19th day of April 2013, annexed hereto;

Neal Spielman, you are Ordered to appear before this Court with your client Amy Brunsting, on the ____ day of _____ 2019, to give any legal reason why this court should not find you guilty of aiding and abetting your client's contempt and punish you for willfully disobeying its orders, as set forth in the attached affidavit of facts constituting contempt, and require you to pay for the benefit of the moving party, sanctions including but not limited to the attorney fees and travel costs of this proceeding.

It is SO ORDERED

Date

Honorable Kenneth Hoyt
United Stated District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis	§	
Plaintiffs,	§	
	§	Civil Action NO. 4:12-CV-592
	§	
v.	§	The Honorable Kenneth Hoyt
	§	
Anita Brunsting and Amy Brunsting	§	ORDER TO SHOW CAUSE WHY
Defendants	§	DEFENDANT SHOULD NOT BE
	§	HELD IN CONTEMPT OF COURT

Upon the Affidavit of Plaintiff Candace Louise Curtis, sworn to the 12th day of April 2019, and upon the copy of the Memorandum and Order for Preliminary Injunction Issued by this Court on the 19th day of April 2013, annexed hereto;

Stephen Mendel, you are Ordered to personally appear before this Court with your client Anita Brunsting, on the ____ day of _____ 2019, to give any legal reason why this court should not find you guilty of aiding and abetting your client's contempt and punish you for willfully disobeying its orders, as set forth in the attached affidavit of facts constituting contempt, and require you to pay for the benefit of the moving party, sanctions including but not limited to the attorney fees and travel costs of this proceeding.

It is SO ORDERED

Date

Honorable Kenneth Hoyt
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis
Plaintiffs,

§
§
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§
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§
§
§
§

Civil Action NO. 4:12-CV-592

v.

The Honorable Kenneth Hoyt

Anita Brunsting and Amy Brunsting
Defendants

ORDER TO SHOW CAUSE WHY
DEFENDANT SHOULD NOT BE
HELD IN CONTEMPT OF COURT

Upon the Affidavit of Plaintiff Candace Louise Curtis, sworn to the 12th day of April 2019, and upon the copy of the Memorandum and Order for Preliminary Injunction Issued by this Court on the 19th day of April 2013, annexed hereto;

Amy Brunsting, you are Ordered to personally appear before this Court on the _____ day of _____ 2019, to give any legal reason why this court should not find you guilty of contempt, punish you for willfully disobeying its orders, as set forth in the attached affidavit of facts constituting contempt, and require you to pay for the benefit of the moving party, sanctions including but not limited to the attorney fees and travel costs of this proceeding.

It is SO ORDERED

Date

Honorable Kenneth Hoyt
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Candace Louise Curtis	§	
Plaintiffs,	§	
	§	Civil Action NO. 4:12-CV-592
	§	
v.	§	The Honorable Kenneth Hoyt
	§	
Anita Brunsting and Amy Brunsting	§	ORDER TO SHOW CAUSE WHY
Defendants	§	DEFENDANT SHOULD NOT BE
	§	HELD IN CONTEMPT OF COURT

Upon the Affidavit of Plaintiff Candace Louise Curtis, sworn to the 12th day of April 2019, and upon the copy of the Memorandum and Order for Preliminary Injunction Issued by this Court on the 19th day of April 2013, annexed hereto;

Anita Brunsting, you are Ordered to personally appear before this Court on the _____ day of _____ 2019, to give any legal reason why this court should not find you guilty of contempt, punish you for willfully disobeying its orders, as set forth in the attached affidavit of facts constituting contempt, and require you to pay for the benefit of the moving party, sanctions including but not limited to the attorney fees and travel costs of this proceeding.

It is SO ORDERED

Date

Honorable Kenneth Hoyt
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, <i>et al</i> ,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-00592
	§	
ANITA KAY BRUNSTING, <i>et al</i> ,	§	
	§	
Defendants.	§	

NOTICE OF SETTING

The parties are hereby notified that a status conference regarding plaintiff's motion to show cause (Dkt. No. 124) is set for **May 8, 2019 at 9:15 a.m.** and will be handled as a telephone conference. The parties are directed to contact the Court at the number provided in order to participate in the conference call.

Conference number: **713-250-5126**

Conference ID: **45126#**

Conference Password: **13579#**

Date: April 23, 2019

DAVID BRADLEY, CLERK

By: C. Horace, Case Manager to
Judge Kenneth M. Hoyt

ENTERED

May 09, 2019

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, <i>et al</i> ,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-00592
	§	
ANITA KAY BRUNSTING, <i>et al</i> ,	§	
	§	
Defendants.	§	

**ORDER FOLLOWING TELEPHONE SCHEDULING CONFERENCE
HELD ON May 8, 2019 at 9:15 AM**

Appearances: Candace Curtis (*pro se*)
(Court Reporter: J. Sanchez)
(No appearance by the defendants)

The following rulings were made:

Before the Court is the *pro se* plaintiff's, Candace Curtis, motion for an order directed to certain defendants to show cause why they should not be held in contempt for violating the Court's Preliminary Injunction entered on April 19, 2013.

The Court is of the opinion that, having transferred the case to the Harris County Probate Court, it no longer has jurisdiction of the case. Therefore, the relief requested is Denied.

It is so ORDERED.

SIGNED on this 8th day of May, 2019.



Kenneth M. Hoyt
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS

Plaintiff,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-592

EX PARTE MOTION FOR RELIEF

I. MOTION

Plaintiff Candace Louise Curtis (Curtis) respectfully moves this honorable Court, pursuant to Fed. R. Civ. P. 60(b)(6), (Rule 60(b)(6)) and Fed. R. Civ. P. 60(d)(3), (Rule 60(d)(3)) praying for relief from this Court’s order of July 22, 2014, remanding the above captioned matter to Harris County Probate Court #4.

II. JURISDICTION

“On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for any reason that justifies relief”, Fed. R. Civ. P. 60(b)(6). The type of relief provided by Rule 60(b) does not involve the “review” proscribed by 28 U.S.C. §1447(d).

III. GROUND FOR PETITION

The ground for this petition is fraud upon the court. Fraud upon the court is ground for relief under the residual clause of the rule and must be raised within a "reasonable time" after entry

of the judgment, FED. R. Civ. P. 60(b)(6); Wilson, 873 F.2d at 872, citing Rozier, 573 F.2d at 1338, but a saving clause in Rule 60(b) provides: "This rule does not limit the power of a court to entertain an independent action . . . to set aside a judgment for fraud upon the court." See Dausuel v. Dausuel, 90 U.S.App.D.C. 275, 195 F.2d 774 (1952)." Rozier v. Ford Motor Co., 573 F.2d 1332, 1338 n. 1 (5th Cir. 1978) A federal Court always retains the inherent jurisdiction to vindicate its dignity and authority.

IV. PETITIONER'S BURDEN

"[In] order to set aside a judgment or order because of fraud upon the court under Rule 60(b) . . . it is necessary to show an unconscionable plan or scheme which is designed to improperly influence the court in its decision." England v. Doyle, supra, 281 F.2d at 309. See also United States v. Standard Oil Co. of Calif., 73 F.R.D. 612, 615 (N.D.Cal. 1977). Rozier v. Ford Motor Co., 573 F.2d 1332, 1338 (5th Cir. 1978).

*Brown v. Bilek, C.A. No. H-09-2193, at *21-22 (S.D. Tex. Aug. 20, 2009) ("Rule 60(b) provides an extraordinary remedy because it can weaken the principle of finality and "the desire for a judicial process that is predictable." Carter v. Fenner, 136 F.3d 1000, 1007 (5th Cir. 1998) (quoting Bailey v. Ryan Stevedoring Company, Inc., 894 F.2d 157, 160 (5th Cir. 1990). Rule 60(b) relief based on fraud upon the court is reserved for only "the most egregious misconduct." Wilson v. Johns — Manville Sales Corp., 873 F.2d 869, 872 (5th Cir. 1998). Fraud upon the court is a narrow concept that should include only those types of fraud that do, or attempt to, defile the court itself," or frauds that are "perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication. Kerwit Medical Products, Inc. v. N. H. Instruments, Inc., 616 F.2d 833, 837 (5th Cir. 1980). In First National Bank v. Lustig, 96 F.3d 1554 (5th Cir. 1996), this Court further described the kinds of conduct that could constitute a fraud on the court:*

To describe fraud on the court, it is necessary to show an unconscionable plan or scheme which is designed to improperly influence the court in its decision. Generally speaking, only the most egregious misconduct, such as bribery of a judge or members of a jury, or the fabrication of evidence by a party in which an attorney is implicated, will constitute a fraud on the court. Less egregious misconduct, such

as nondisclosure to the court of facts allegedly pertinent to the matter before it will not ordinarily rise to the level of fraud on the court. Id. at 1573 (internal quotation marks and citations omitted). The very first test for fraud on the court under Rule 60 is "whether the action in question prevented a party from fully and fairly litigating its case." Id.")

The misconduct upon which this petition for relief is based is not merely an unconscionable plan preventing Petitioner from fully and fairly litigating her case, but a willful and callous scheme designed to improperly influence the court in its decision, and exactly the type of egregious misconduct by an officer of this court as will constitute a fraud on the court warranting relief within the meaning of Rule 60(b)(3).

V. STANDARD OF REVIEW

RULE 60: Decisions on Rule 60 motions are reviewed for abuse of discretion. "A district court abuses its discretion if it bases its decision on an erroneous view of the law or on a clearly erroneous assessment of the evidence." *Kennedy v. Texas Utilities*, 179 F.3d 258, 265 (5th Cir. 1999) (quoting *Esmark Apparel, Inc. v. James*, 10 F.3d 1156, 1163 (5th Cir. 1994)).

In general, an abuse of discretion occurs when (1) a relevant factor that should have been given significant weight is not considered, (2) an irrelevant or improper factor is considered and given significant weight, or (3) all proper factors, and no improper ones, are considered, but the trial court commits clear error of judgment in weighing those factors. The phrase "abuse of discretion" means that the court has a range of choices, and that its decision will not be disturbed as long as it stays within that range and is not influenced by any mistake of law. The trial court is thus given a "zone of choice within which [it] may go either way."

CLEARLY ERRONEOUS: Petitioner bears the burden of establishing substantial evidence. This Court's view of the evidence is reviewed for clear error. "Review under the clearly erroneous standard is significantly deferential." *Concrete Pipe and Prods. v. Construction Laborers Pension Trust*, 508 U.S. 602, 623 (1993). The appellate court must accept the trial court's findings unless it is left with the "definite and firm conviction that a mistake has been committed." *Inwood Laboratories, Inc. v. Ives Laboratories, Inc.*, 456 U.S. 844, 855 (1982).

SUBJECT MATTER JURISDICTION: Subject matter jurisdiction is reviewed de novo. *Pillow v. Bechtel Const., Inc.*, 201 F.3d 1348, 1351 (11th Cir. 2000).

NATURE AND STAGE OF THE PROCEEDING

Pro se Petitioner Candace Louise Curtis (Curtis) filed the above titled breach of fiduciary action in this court on February 27, 2012, in order to compel required accounting and fiduciary disclosures. The matter was dismissed sua sponte under the probate exception to federal diversity jurisdiction [Doc 14] then reversed by the Circuit Court [No. 12-20164] and remanded to this Court for further proceedings. *Curtis v Brunsting* 704 F.3d 406 (Jan 9, 2013).

On January 29, 2013, while Plaintiff Curtis' action was in transit between the Fifth Circuit and the Southern District of Texas, Attorney Bobbie G. Bayless (TBA No. 01940600) filed legal malpractice claims against the late Settlor's estate planning attorneys in Harris County District Court 164 [No. 2013-05455] styled:

Carl Henry Brunsting, Independent Executor of the Estates of Elmer H. Brunsting and Nelva E. Brunsting

Vs.

Candace Kunz-Freed and Vacek & Freed, PLLC f/k/a/ the Vacek Law Firm

Upon returning to the Southern District of Texas, Plaintiff Curtis renewed her earlier application for a preliminary injunction and hearing was had April 9, 2013. Also on April 9, 2013, Attorney Bobbie G. Bayless filed claims in Harris County Probate Court (No. 412249-401) styled:

“Carl Henry Brunsting Individually and as Independent Executor of the Estates of Elmer H Brunsting and Nelva E Brunsting”

vs

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

VI. THIS COURT’S PRELIMINARY INJUNCTION [DOC 45]

This Court announced the decision to issue the injunction at the April 9 hearing and published the order on April 19, 2013. The preliminary injunction established the existence of a fiduciary relationship between Plaintiff and Defendants, that Defendants owed fiduciary duties to Plaintiff and that Defendants had failed to perform fiduciary duties owed to Plaintiff.

The Report of a Special Master, appointed by this Court [Doc 62] to create books and records of accounts, revealed both injury to the Plaintiff and benefit to Defendants, thus establishing the fourth and final element of a breach of trust cause of action.

VII. ATTORNEY OSTROM - FRAUD UPON THE COURT

Procuring an Order for Remand under False Pretext

In late 2013 Plaintiff Curtis retained Houston attorney Jason Bradley Ostrom (TBA #24027710) (Ostrom) made his appearance on January 6, 2014 [Doc 95]. Ostrom never followed his client's instructions, never sent copies of pleadings and did not respond to efforts to communicate. Plaintiff Curtis was forced to keep up with Ostrom's activities by data mining and monitoring the dockets.

Ostrom manipulated the administrative side of this Court to evade the judicial side by filing an unopposed motion [Doc 107] seeking to amend Plaintiff Curtis' complaint to add **Carl Brunsting** as an involuntary plaintiff, [Doc 108 ln 4] thus polluting diversity. Ostrom's professed purpose was to consolidate Plaintiff Curtis' case with state court Plaintiff Carl Brunsting's case pending in the probate court, "*in order to provide complete relief to the parties*". Ostrom thus obtained an order remanding Plaintiff Curtis' cause to Harris County Probate Court #4 [Doc 112]. It should be noted that remand is a post removal statute (28 U.S. Code § 1447). Plaintiff Curtis had never been in a state court in Texas and this case was not removed to the federal court from a probate court.

Failure to Serve Citation

Ostrom's amended complaint [Doc 108] portends to have added Petitioner's brother, **Carl Brunsting**, as an involuntary plaintiff thus polluting diversity and depriving this Court of subject matter jurisdiction. The amended complaint also stated that "*it is anticipated Carl will waive service of summons*".

Examination of the Clerk's record in this Court reveals that a summons to involuntary Plaintiff **Carl Brunsting** was never issued and no proof or waiver of service of citation was ever perfected and made a part of this Court's record.

Colorable Transfer and Criminal Conversion

Ostrom never had the docket of this Court prepared for certification to the state court. Instead, Ostrom filed a motion in the probate court asking to enter a transfer order, not as the above captioned cause but as "*Estate of Nelva Brunsting 412249-401*" (Exhibit A). Cause Number 412249-401 is the case brought by *Carl Henry Brunsting Individually and as Independent Executor of the Estates of Elmer H Brunsting and Nelva E Brunsting*. Plaintiff Curtis was named a nominal defendant in that cause. (Exhibit B)

Moreover, the motion for remand was granted by this Court on May 15, 2014, but a docket entry for the case was not created in the probate court until February 15, 2015, nine months later. The cause was also styled "*Estate of Nelva Brunsting No. 412249-402*".

On February 19, 2015, four days after the ancillary case was opened, **Carl Brunsting** resigned as independent executor due to lack of capacity.

"the estate is an "indispensable party" to any proceeding in the probate court. The estate's presence is required for the determination of any proceeding that is ancillary or pendent to an estate." Goodman v. Summit at West Rim, Ltd., 952 S.W.2d 930, 933 (Tex. App. 1997) Smith's Inc. v. Sheffield No. 03-02-00109-CV (Tex. App. Jan. 30, 2003), Johnson v. Johnson, No. 04-19-00500-CV (Tex. App. Jan. 15, 2020)

March 9, 2015, with the office of executor vacant, the 412249-402 file was closed under the auspice of an agreed order to consolidate "*Estate of Nelva Brunsting 412249-402*" with "*Estate of Nelva Brunsting 412249-401*". (Exhibit C)

This agreed order completed the apparent disappearance of “federal Plaintiff Curtis” and completed her conversion into “probate court Defendant Curtis”, a “nominal” defendant of Carl individually and a “nominal” defendant of the Estate of Nelva Brunsting.

Plaintiff terminated Ostrom when data mining revealed the conversion agreement. Unfortunately, the damage had already been done. Plaintiff was left without a pending lawsuit and everything that followed was a game of attrition, obstruction, evasion, intimidation, and abuse, but nothing that could be legitimately called litigation. Ostrom did not surrender the file when terminated and an examination of the docket reveals that he never even bothered to file an appearance in the state court.

VIII. CONCLUSION

Carl Brunsting is a cross plaintiff, not a co-plaintiff. Citation to involuntary Plaintiff Carl Brunsting was not issued, served or waived. An involuntary plaintiff was not added to the above styled action and diversity was not polluted. The record was never certified for transfer to the state court, was never transferred to the state court and was never received by the state court. Candace Louise Curtis vs. Anita and Amy Brunsting No. 4:12-cv-592 never left this court as a matter of law or as a matter of fact.

November 11, 2019 marked the eighth year since the passing of the last Settlor, when rights in property vested equally in each of the five beneficiaries, and the eighth consecutive year that not one dime has been distributed to any income beneficiary of the Brunsting trusts.

February 27, 2020 marked eight years since trust beneficiary Candace Curtis filed suit against Anita and Amy Brunsting in the Southern District of Texas seeking required accounting

and mandatory fiduciary disclosures in order to obtain information about her beneficial interest in an inter vivos trust.

February 19, 2020 marked the fifth consecutive year that the office of independent executor for the Estate of Nelva Brunsting has been vacant. There has been no personal representative for either estate for more than five years and it is not debatable that without an estate there have been no proceedings in the probate court since before Petitioner terminated Ostrom in March of 2015.

May 22, 2020 marked the sixth year since Attorney Jason Ostrom had Candace Curtis' **non-probate matter** transferred from the Southern District of Texas to Probate Court #4 and the end of the sixth year in Probate Court #4 without an evidentiary hearing to resolve even one substantive issue relating to the trust.

The Circuit Court in No. 12-20164 held the trust property in question to be non-estate property before any state court cases were filed, and held this case (*Candace Louise Curtis vs. Anita and Amy Brunsting 4:12-cv-592*) to be outside the probate exception to federal diversity jurisdiction, *Curtis v Brunsting 704 F.3d 406* (Jan. 2013).

April 9, 2020 marked the seventh anniversary of the filing of Ancillary Matter 412249-401 in probate court #4 and the seventh year in which no dispositive issue has been determined in that Court beginning with:

- a. What are the instruments that created the trust the estate poured over into at the death of Nelva Brunsting November 11, 2011?
- b. Who are the trustees?

- c. What affirmative obligations does the trustee owe the beneficiary in relation to the trust property?
- d. Have the trustees performed those obligations?

April 19, 2020 marked the seventh consecutive year in which the portion of this Court's preliminary injunction commanding that income be deposited into an "*appropriate account for the beneficiary*" has been ignored.

On April 12, 2019 Plaintiff sought remedy in this Court, seeking to enforce this Court's injunctive order [Doc 124]. The Court denied the petition for remedy [Doc 127] stating:

"The Court is of the opinion that, having transferred the case to the Harris County Probate Court, it no longer has jurisdiction of the case. Therefore, the relief requested is Denied."

Plaintiff/Petitioner has been trapped in a procedural purgatory and a substantive Hades where she has been subjected to threats, (Exhibit D) sanctions for seeking to enforce this Court's injunction in this Court, (Exhibit E) and where her property has been held hostage to Defendants' attorney fee ransom demands, while Defendants defalcate, flout accountability and disrespectfully ignore this Court's injunctive Order [Doc 45].

At the injunction hearing April 9, 2013, this Court stated at page 40:

8 *THE COURT: "That's it.*
9 *So, I want this resolved within 90 days. And*
10 *if I have to appoint a trustee or somebody to handle this*
11 *and get it done, I'll do it. It will cost the estate. And*
12 *if I find that there has been mischief, it is going to cost*
13 *individuals. And that will be a separate and distinct*
14 *hearing.*
15 *So what I am telling the parties, and I am*
16 *saying to you and to all those who have ears to hear, that*

17 *this matter is going to get resolved. It's not going to turn*
18 *into one of these long, drawn-out episodes like the ones we*
19 *see on TV that go on for years where lawyers make money and*
20 *people walk away broke”*

Not only was that more than seven years ago, but that is exactly the kind of case attorneys Jason Ostrom (TBA #24027710), Bobbie G. Bayless (TBA 01940600) , Stephen Mendel (TBA#13930650), Neal Spielman (TBA#00794678) and others have worked in concert to make of it, under the label “*Estate of Nelva Brunsting*”.

Notwithstanding Petitioner having been sanctioned by the state court for seeking to have this Court’s injunction enforced in this Court, (Exhibits F and G) Petitioner herein renews her March 20, 2019 Application for Orders to Show Cause with Motion for Sanctions, [Doc 124] incorporated herein by reference, because this Court is the only court of competent jurisdiction in which Plaintiff Curtis has a docketed action.

This Court’s Plaintiff, Candace Curtis, does not have a cause in probate court #4. There have been no dispositive rulings on any relevant substantive issue, favorable or otherwise, in any court but this Court. Those determinations established the law of the case and are entitled to full faith and credit.

For the above stated reasons Petitioner prays this Honorable Court will vacate and set aside the first Amended Complaint filed by Attorney Ostrom [Doc 108], vacate the Order approving Ostrom’s Motion for Remand [Doc 112], and restore the above styled cause to the active docket.

Respectfully submitted, July 15, 2020

Candice Schwager

Candice Leonard Schwager

PROOF OF SERVICE

Pursuant to Fed. R. Civ. P. 5(a)(1)(D) an ex parte pleading may be heard without notice to opposing parties.

Candice Schwager

Candice Leonard Schwager

FILED
5/28/2014 5:40:59 PM
Stan Stanart
County Clerk
Harris County

**Data Entry
Pick Up This Date**

CAUSE NO. 412,249~~9~~401

PROBATE COURT 4

IN RE: ESTATE OF
NELVA E. BRUNSTING,
DECEASED

§
§
§
§
§

IN THE PROBATE COURT
NUMBER FOUR (4) OF
HARRIS COUNTY, TEXAS

MOTION TO ENTER TRANSFER ORDER

TO THE HONORABLE COURT:

Comes Now, Plaintiff, Candace Louis Curtis and files this Motion to Enter Transfer Order, and in support thereof would respectfully show as follows:

I. BACKGROUND

Plaintiff filed an Original Petition in the Federal Court for the Southern District of Texas against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust. She subsequently sought and was granted leave to amend her pleading to include necessary parties Carl Brunsting, Executor of the Estate of Nelva Brunsting, Deceased and Carole Brunsting. Although necessary, the addition of these two new parties destroyed federal diversity jurisdiction. Because similar issues of fact and law are currently pending before this Court, the Federal Court entered an order remanding Plaintiff's Federal Case to this Court. *See Ex. A, Order of Remand.*

II. TRANSFER

Pursuant to Texas Estates Code Sections 32.005, 32.006 and 32.007, this Court has jurisdiction over the parties and the claims alleged in Plaintiff's First Amended Petition. Accordingly, Plaintiff requests that this Court enter an order accepting the Order of Remand entered by the Federal Court and transfer to itself the pleadings and orders filed and entered in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.*

06052014:0759:PO097

06052014:0759:P009B

III. PRAYER

WHEREFORE, Plaintiff respectfully requests that the Court (a) accept the Order of Remand entered by the Federal Court and transfer to itself the pleadings and orders filed and entered in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.*, and (b) grant such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,

OSTROM/*Sain*

A limited Liability Partnership

BY: 

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713.863.1051 (Facsimile)

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served in accordance with Texas Rule of Civil Procedure 21a on the following on the 28 day of My, 2014:

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713.522.2218 (Facsimile)

Ms. Darlene Payne Smith
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713.425.7945 (Facsimile)

Mr. George W. Vie III
1021 Main, Suite 1950
Houston, Texas 77002
713.225.0547
713.225.0844 (Facsimile)


Jason B. Ostrom

06052014:0759:P0100

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, <i>et al</i> ,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, <i>et al</i> ,	§	
	§	
Defendants.	§	

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be GRANTED.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are opposed to this remand and that no parties have filed any objection thereto.

Exhibit A

Case 4:12-cv-00592 Document 112 Filed in TXSD on 05/15/14 Page 2 of 2

It is, therefore, ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.



Kenneth M. Hoyt
United States District Judge

06052014:0759:PO101

06052014:0759:P0102

CAUSE NO. 412,249-401

IN RE: ESTATE OF
NELVA E. BRUNSTING,
DECEASED

§
§
§
§
§

IN THE PROBATE COURT
NUMBER FOUR (4) OF
HARRIS COUNTY, TEXAS

ORDER OF TRANSFER

On this day came to be considered the Motion to Enter Transfer Order filed by Plaintiff Candace Curtis, seeking to have this Court accept the Order to Remand entered by the Federal Court for the Southern District of Texas and transfer to itself the pleadings and orders filed and entered in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.* The Court is of the opinion that it has jurisdiction over the parties and claims pending under Cause Number 4:12-CV-00592 finds that the Motion to Enter Transfer Order should be granted. It is, therefore,

ORDERED that the Order of Remand entered by the Federal Court for the Southern District of Texas in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.*, is hereby accepted. It is further,

ORDERED that the pleadings and orders filed and entered in Federal Cause Number 4:12-CV-00592, *Candace Louise Curtis v. Anita Kay Brunsting et al.*, be and hereby are transferred to this Court to be held under Cause Number 412,249-401.

SIGNED on this 3 day of June, 2014.

Christine Boush
JUDGE PRESIDING

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2014 JUN -4 AM 10:35

06052014:0759:P0108

APPROVED AS TO FORM:

OSTROM/*sain*

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Attorneys for Plaintiff

UNOFFICIAL COPY

Probate

Case Number

Court

Status

File Date (From)

File Date (To)

Party Attorney Company

Last Name

First Name

Middle Name

File Date (From)

File Date (To)

10 Record(s) Found.

Case	File Date	Type Desc	Subtype	Style	Status	Judge	Court	View All
412249-401	04/09/2013	ANCILLARY (LAWSUITS CASES) - CONVERSION		NELVA E. BRUNSTING, DECEASED	Open	JAMES HORWITZ	4	Parties

FIRST 1 2 LAST

Role	Party	Attorney
Other	Neal E Spielman 1155 DAIRY ASHFORD SUITE 300 HOUSTON TX 77079	
Other	BOBBIE G. BAYLESS 2931 FERNDAL STREET HOUSTON TX 77098	
Deceased	NELVA E BRUNSTING	
Plaintiff	CARL HENRY BRUNSTING	



Defendant	ANITA KAY BRUNSTING	MCCUTCHEN, MAUREEN K. Mills Shirley, LLP 2228 Mechanic Street, 400 Washington Building P. O. Box 1943 Galveston TX 77553 Phone 409-761-4023 Fax 409-763-2879
Defendant	AMY RUTH BRUNSTING	
Defendant	CAROLE ANN BRUNSTING	WALSH, LORI A. P.O. Box 2113 Mont Belvieu TX 77580 Phone 832-729-8461 Fax 832-201-0618
Defendant	CANDACE LOUISE CURTIS	SAIN THORNTON, NICOLE K. 5020 MONTROSE BLVD, SUITE 310 HOUSTON TX 77006 Phone 713-863-8891 Fax 713-863-1051
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Respondent	CANDACE L KUNZ-FREED	REED, CORY S ONE RIVERWAY STE 1400 HOUSTON TX 77056 Phone 713-403-8200 Fax 713-403-8299

^

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DATA ENTRY
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PROBATE COURT 4

CAUSE NO. 412,249 - 401

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

CAUSE No. 412,249 - 402

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

AGREED ORDER TO CONSOLIDATE CASES

On this day came to be considered the oral Motion to Consolidate Cases seeking to have the pleadings assigned to Cause Number 412,249-402 consolidated into Cause Number 412,249-401. The Court finds that the actions involve the same parties and substantially similar facts, and that they should be consolidated and prosecuted under Cause Number 412,249-401. It is, therefore,

ORDERED that Cause Number 412,249-402 is hereby consolidated into Cause Number 412,249-401. It is further,

ORDERED that all pleadings filed under or assigned to Cause Number 412,249-402 be moved into Cause Number 412,249-401.

SIGNED on this 16 day of March, 2015.

Clemetine Buter
JUDGE PRESIDING

03092015:0815:P0002

03092015:0815:P0003

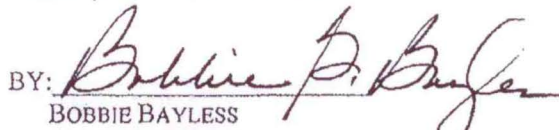
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Attorney for Drina Brunsting, Attorney in Fact
for Carl Brunsting

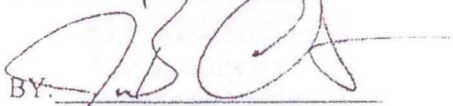
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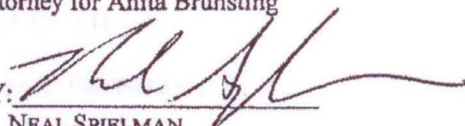
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03092015:0815:P0005

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Attorney for Amy Brunsting

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
DECEASED	§	HARRIS COUNTY, TEXAS
_____	§	
CARL HENRY BRUNSTING, et al	§	
v.	§	
ANITA KAY BRUNSTING, et al	§	

AMY BRUNSTING’S & ANITA BRUNSTING’S ORIGINAL COUNTERCLAIM

TO THE HONORABLE JUDGES HORWITZ AND COMSTOCK:

AMY BRUNSTING (“Amy”) and ANITA BRUNSTING (“Anita”) (collectively “Co-Trustees”) have been sued individually and in various capacities by their sister, Candace Louise Curtis (“Curtis”) and their brother, Carl Henry Brunsting (“Carl”), each of whom has amended and/or supplemented their petitions on numerous prior occasions.

In light of the numerous amended and/or supplemental petitions filed by Curtis and Carl, Co-Trustees file these Original Counterclaims, individually and in various identified capacities, including without limitation, as Co-Trustees of The Restatement of The Brunsting Family Living Trust (the “Brunsting Family Living Trust”).

Each allegation, assertion, claim or cause of action made by Amy and/or Anita in this Original Counterclaim is in addition to and/or in the alternative to any other allegation, assertion, claim or cause of action made by them in this Original Counterclaim.

I. BACKGROUND FACTS

The Brunsting Family Living Trust was created by Elmer Henry Brunsting and Nelva Erleen Brunsting (together, “Founders” or “Trustors” and each a “Founder” or “Trustor”), on or about October 10, 1996. Over time, additional documents pertaining to The Brunsting Family Living Trust were executed by one or both of the Founders, including without limitation, a Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement executed by Nelva E. Brunsting on or about June 15, 2010 (the “June 2010 QBD”), and another Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement executed by Nelva E. Brunsting on or about on August 25, 2010 (the “August 2010 QBD”). Elmer Henry Brunsting was not a party to either document, as he died on April 1, 2009.

Through the Brunsting Family Living Trust and the August 2010 QBD, the Founders set out a number of different terms, conditions and instructions to be implemented and followed by the trustees and beneficiaries. Included among these terms, conditions and instructions were rules intended for the “protection of beneficial interests”, including without limitation rules dictating that the Founders’ instructions were not to be contested.

This “no-contest” language appears in both the Brunsting Family Living Trust **and** the August 2010 QBD, and was included because the Founders did not want to burden the trust with the costs of a litigated proceeding to resolve questions of law or fact, unless originated by a trustee or with a trustee’s written permission. The penalty for those who violated the no-contest provision was the forfeiture of any amounts the violator is or may have been entitled to receive. In such an event, a violator’s interest would pass as if the violator(s) had predeceased the Founders.

The Founders identified certain specific acts which, if taken, would trigger a forfeiture. Prohibited acts include but are not limited to originating (or causing to be instituted) a judicial proceeding:

- To construe or contest the trust(s);
- To resolve any claim or controversy in the nature of reimbursement;
- Seeking to impress a constructive or resulting trust;
- Alleging any theory, which if assumed as true, would enlarge (or originate) a claimant's interest in the trust or the Founder's Estates;
- Unsuccessfully challenging the appointment of any person named as a Trustee or unsuccessfully seeking the removal of any person acting as a Trustee;
- Objecting to any action taken or proposed to be taken in good faith by the Trustee, if such action is determined to have been taken in good faith;
- Objecting to any construction or interpretation of the trust, or any amendment to it, and such objection is later adjudicated to be an invalid objection; and/or
- In any other manner contesting the trust or any amendment to it, including its legality or the legality of any provision thereof, on the basis of incapacity, undue influence or otherwise, or in any other manner attacking or seeking to impair or invalidate the trust or any amendment, or any of their provisions.

The Founders further expressed their intentions regarding application and enforcement of these prohibited acts by including other instructions and conditions in the Brunsting Family Living Trust and/or the August 2010 QBD. These other instructions and conditions include but are not limited to:

- Application of the forfeiture penalty even if it is determined that the judicial proceeding was initiated in good faith, with probable cause;
- Application of the forfeiture penalty even if is determined that the judicial proceeding was initiated to do nothing more than construe the application of the no-contest provision;
- Cautioning a trustee against settling any contest, attack or attempt to interfere with the Founders' estate plan; and

- Requesting that the Court take into account the Trustor’s firm belief that no person contesting or attacking the Trustor’s estate plan should take or receive any benefit from the estate.

Against the backdrop of these forfeiture provisions, Curtis and Carl each elected to proceed with the origination of their respective judicial proceedings. By way of summary, but not limitation, Carl and Curtis’ respective claims have included/currently include:

<u>Carl’s Claims</u>	<u>Curtis’s Claims</u>
<p>(1) Construction of Trust and Suit for Declaratory Judgment; (2) Demand for Trust Accounting; (3) Breach of Fiduciary Duties; (4) Conversion; (5) Negligence; (6) Tortious Interference with Inheritance; (7) Constructive Trust; (8) Civil Conspiracy; (9) Fraudulent Concealment; (10) Liability of Beneficiaries; (11) Removal of Trustees; (12) Receivership Over Trust; (13) Self-Dealing; (14) Criminal Wiretap Claim; (15) Civil Wiretap Act; (16) Invasion of Privacy and Intrusion on Seclusion; and (17) Request for Injunctive Relief.</p> <p><u>Declarations Sought by Carl:</u></p> <ul style="list-style-type: none"> • 8/25/10 QBD <i>in terrorem</i> clause void. • Construe validity, terms, responsibilities and obligations of documents signed by Elmer and Nelva. • That Carl’s actions do not violate <i>in terrorem</i> clause (if valid). • That Carl’s actions are done in good faith, so <i>in terrorem</i> not triggered. 	<p>(1) Breach of Fiduciary Obligation; (2) Extrinsic Fraud; (3) Constructive Fraud; (4) Intentional Infliction of Emotional Distress; (5) Breach of Fiduciary Duty; (6) Fraud; (7) Money Had and Received; (8) Conversion; (9) Tortious Interference with Inheritance Rights; (10) Declaratory Judgment Action; (11) Demand for Accounting; (12) Unjust Enrichment; and (13) Conspiracy.</p> <p><u>Declarations Sought by Curtis:</u></p> <ul style="list-style-type: none"> • “Modification Documents” (June 2010 QBD, August 2010 QBD and Exercise of Testamentary Power of Appointment) are not valid. • <i>In terrorem</i> clause not capable of enforcement.

II. CLAIMS AND CAUSES OF ACTION

Beginning with the filing of their respective original petitions/complaints, both Curtis and Carl have asserted (and/or continue to assert) claims and causes of action, or otherwise taken action through the filing of various motions, objections and/or responses/replies which violate the Founders' restrictions and trigger the forfeiture provisions. Once triggered, a prior or subsequent amendment of their pleadings does not and cannot "untrigger" the forfeiture. Consistent with the Founders' wishes and cautions, the Co-Trustees assert that:

- one or more of the causes of action asserted and/or declarations sought by Carl trigger the forfeiture provisions;
- one or more of the causes of action asserted and/or declarations sought by Curtis trigger the forfeiture provisions;
- one or more of the motions, responses, and/or replies filed by Carl trigger the forfeiture provisions;
- one or more of the motions, responses, and/or replies filed by Curtis trigger the forfeiture provisions;
- Carl did not have just cause to bring the action, and it was not brought in good faith;
- Curtis did not have just cause to bring the action, and it was not brought in good faith;
- Carl has forfeited his interest, and thus his interest passes as if he has predeceased the Founders;
- Curtis has forfeited her interest, and thus her interest passes as if she has predeceased the Founders;
- If Carl has not forfeited his interest via asserting any of the identified claims, and is or becomes entitled to receive any interest in the Founders' estate, then Amy's and Anita's expenses in defending against Carl's claims are to be charged against his interest dollar-for-dollar;
- If Curtis has not forfeited her interest via asserting any of the identified claims, and is or becomes entitled to receive any interest in the Founders' estate, then Amy's and Anita's expenses in defending against Curtis' claims are to be charged against her interest dollar-for-dollar;

and/or

- All expenses incurred by Amy and Anita to legally defend against or otherwise resist the contest or attack by Carl and/or Curtis are to be paid from the Trust as expenses of administration.

As a more specific example, but not by way of limitation, in his First Amended Petition for Declaratory Judgment, Carl “*seeks declaratory relief construing the...terms...[of the] Family Trust.*” The Brunsting Family Living Trust specifically prohibits an action to construe or contest the trust. Carl also seeks to impose a constructive trust, another claim that is specifically prohibited by Brunsting Family Living Trust.

Likewise, as a non-exclusive/non-limiting example, Curtis also seeks a declaration by the Court construing the terms of the Brunsting Family Living Trust, including, in particular, a finding that the QBDs affecting the terms of the Brunsting Family Living Trust are invalid. Curtis’ requests violate the Brunsting Family Living Trust’s terms.

Consistent with the Founders’ wishes and cautions, the Co-Trustees request that the Court enter one or more declarations setting forth and confirming all or any of the Co-Trustees’ assertions above. The Co-Trustees further seek a recovery/reimbursement of all attorney’s fees, expenses and court costs associated with this matter, whether in accordance with the terms of the Brunsting Family Living Trust; in accordance with the Declaratory Judgment Act; as a sanctions/penalty for actions taken in bad faith, in equity, or otherwise.

III. PRAYER

Co-Trustees, Amy Brunsting and Anita Brunsting, pray that the Court declare:

- A. Carl and Curtis have taken actions that trigger the forfeiture provisions;
- B. Carl and Curtis’ actions in triggering the forfeiture provisions were without just cause and were not in good faith;

- C. The forfeiture provisions are enforceable and applicable in this case;
- D. By their actions, Carl and Curtis have forfeited their interests in the trust as though they had predeceased the Founders;
- E. All expenses, including attorney's fees, incurred to legally defend against or otherwise resist the contest or attack by Carl and/or Curtis are to be paid from the Trust as expenses of administration.
- F. Co-Trustees be reimbursed their reasonable attorneys' fees and court costs;
- G. Co-Trustees recover prejudgment and post-judgment interest as allowed by law.
- H. Co-Trustees receive such other and further relief, general and special, legal and equitable, to which they may be entitled.

Respectfully submitted,

GRIFFIN & MATTHEWS

BY: 

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BY:  *by permission* 

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ATTORNEYS FOR ANITA BRUNSTING

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 4th day of November 2019, to all counsel of record/pro se parties via E-file and/or direct e-mail.

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NEAL E. SPIELMAN

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
	§	
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS
_____	§	
	§	
CARL HENRY BRUNSTING, et al	§	
	§	
v.	§	
	§	
ANITA KAY BRUNSTING, et al	§	

AMY BRUNSTING’S MOTION FOR SANCTIONS AND/OR CONTEMPT

TO THE HONORABLE JUDGES HORWITZ AND COMSTOCK:

AMY BRUNSTING (“Amy”) files this Motion for Sanctions and/or Contempt (the “Motion”) due to the conduct of Candace Louise Curtis (“Curtis”). For reasons discussed herein, Amy requests that this Court find Curtis in civil contempt and/or sanction Curtis appropriately.

I.

INTRODUCTION

Curtis is in contempt of this Court’s Order Denying Pleas and Motions filed by Candace Curtis dated February 14, 2019. Curtis has ignored this Court’s findings and orders as to her meritless jurisdictional arguments.

Curtis’ dogged pursuit of these meritless claims, both before and after entry of the Order Denying Pleas and Motions filed by Candace Curtis, reveals a disrespect for judicial authority; evidences an intent to exacerbate an already emotionally-charged matter; and continues a pattern of behavior that is either intentionally designed to harass, to waste Estate/Trust assets, and/or is recklessly pursued without regard to the law or the facts.

Most recently, despite this Court's determination that subject matter jurisdiction is proper in Harris County Probate Court No. 4, Curtis filed documents in the United States District Court for the Southern District of Texas – Houston Division in Case No. 4:12-CV-592, a matter confirmed as having been closed, remanded and terminated. The net impact of Curtis' contempt, for which she should be sanctioned, is an otherwise avoidable increase in time and expense associated with the matter, to say nothing of the years-long delays caused by her contemptable conduct.

II.

DESCRIPTION OF CURTIS' CONTEMPTUOUS AND SANCTIONABLE ACTS

The Order Denying Pleas and Motions filed by Candace Curtis expressly states that Harris County Probate Court No. 4 has subject matter jurisdiction over the Estates of Elmer and Nelva Brunsting, as well as the assets contributed to the Trust(s) related to those Estates. Further, the Order Denying Pleas and Motions filed by Candace Curtis makes it equally clear that no other court has dominant jurisdiction regarding claims related to these Estates.¹ The Court will recall that Curtis's own filings requested and resulted in the remand of the federal court proceeding to Probate Court No. 4.

More than thirty (30) days has passed since entry of the Order Denying Pleas and Motions filed by Candace Curtis, and Curtis took no action relative to it while the Court had plenary power. Instead on March 20, 2019 and again on or about April 12, 2019, Curtis filed the following documents in the United States District Court for the Southern District of Texas – Houston Division in Case No. 4:12-CV-592:

- Application for Orders to Show Cause Why Defendants and Their Counsel Should Not Be Held in Contempt of This Court's Injunctive Orders; and

¹ See Exhibit 1 (Order Denying Pleas and Motions filed by Candace Curtis)

- Affidavit of Candace Louise Curtis in Support of Application for Orders to Show Cause.

The filing of these materials is direct evidence of Curtis' contempt. She should be found in contempt and sanctioned for her conduct.

This conduct is far from the first or only instance of Curtis' disregard for and disrespect of the judiciary. Three examples, among many, include:

1. On May 16, 2017, the Honorable Alfred H. Bennett issued a 7-page Order dismissing the Federal RICO case previously discussed with this Court as frivolous and meritless. In doing so, Judge Bennett afforded Curtis (and Rik Munson) the "benefit of the doubt" allowing them to escape financial responsibility (via sanction) for the trouble caused. However, Judge Bennett contemporaneously cautioned them against "additional meritless filings."² With flagrant disregard to Judge Bennett's instruction, Curtis and Munson proceeded to appeal his Order. The Court of Appeals subsequently affirmed Judge Bennett's Order, noting again that Curtis/Munson's allegations and efforts to pursue the matter were fantastical, nonsensical, frivolous and implausible.³
2. On October 3, 2013, prior to the remand to Probate Court No. 4, the Honorable Kenneth M. Hoyt issued an Order recognizing that Curtis' failure to employ counsel hinders necessary discourse and prevents parties from fulfilling their responsibilities, and directing her to retain counsel.⁴ This Order prompted Curtis' retention of Jason Ostrum. However, in direct contravention of Judge Hoyt's Order, Curtis fired Mr. Ostrum shortly after the case was remanded.
3. Between August 17, 2018 and October 19, 2018, Curtis filed the Pleas in Abatement and Plea to the Jurisdiction that this Court denied via its Order Denying Pleas and Motions filed by Candace Curtis. Each of those filings was inconsistent with the May 2014 Motion to Remand Curtis filed in Case No. 4:12-CV-592 and in violation of both Judge Hoyt's Order Granting Plaintiff's Motion to Remand (dated May 15, 2014) and this Court's June 3, 2014 Order of Transfer in which this Court ordered that the pleadings and orders filed and entered in the Case No. 4:12-CV-59 are "*transferred to this Court to be held under Cause Number 412,249-401.*"

Throughout all three legal proceedings to which she is, or has been a party, Curtis has exhibited a pattern of ill-advised, unwise and contemptuous conduct, all of which occurred during

² See Exhibit 2 (Order – Document 91 in Civil Action 4:16-CV-1969).

³ See Exhibit 3.

⁴ See Exhibit 4 (Order – Document 87 in Civil Action 4:12-CV-592).

the course of and as a result of her *pro se* status. At best, she fails to comprehend the legal process (as suggested by both Judge Hoyt and Judge Bennett). At worst, she is engaged in a calculated plan to delay, harass and unnecessarily increase costs, fees and expenses incurred by her siblings. In either instance, she seemingly fails to understand and has certainly yet to be shown that this conduct has consequences. It is well-past time that this message be sent.

III.

REQUEST FOR CONTEMPT AND/OR SANCTIONS

A. Civil Contempt

Contempt of court is an appropriate means to enforce a court's civil order. V.T.C.A., C.P. &R., § 31.002(c). *Ex Parte Johnson*, 654 S.W.2d 415 (Tex. 1983). The contempt powers of the court are generally addressed by V.T.C.A., Government Code § 21.002. That section allows a court to punish a contemnor by a fine of not more than \$500 and/or confinement to the county jail for not more than six months. The purpose of civil contempt is remedial and coercive in nature. A judgment of civil contempt exerts the judicial authority of the court to persuade the contemnor to obey some order of the court where such obedience will benefit an opposing litigant. *Ex Parte Werblud*, 536 S.W.2d 542, 545 (Tex. 1976).

For the reasons discussed herein, Amy requests that the Court find that Curtis violated its Order Denying Pleas and Motions filed by Candace Curtis via her filings of March 20, 2019 and April 12, 2019 in the United States District Court for the Southern District of Texas – Houston Division in Case No. 4:12-CV-592. Amy requests that Curtis be fined in the maximum amount available at law (\$500.00), and that she continue to be held in contempt of court until such fine is paid.

B. Sanctions

Most sanctions are imposed under the authority of a specific statute or rule that permits a court to order sanctions. However, sanctions may also be imposed via a court's inherent power. *See In re Bennet*, 960 S.W.2d 35, 40 (Tex. 1997); *see also Remington Arms Co. v. Caldwell*, 850 S.W.2d 167, 172 (Tex. 1993). This power allows a court to impose sanctions for abuses of the judicial process not covered by rule or statute, or as necessary to aid in exercise of jurisdiction, administration of justice, and preservation its independence and integrity.

Amy requests that this Court sanction Curtis, whether on its own initiative and/or under CPRC §9.012, CPRC §10.004 and/or TRCP 13. As detailed above, Curtis has engaged in conduct that has no proper purpose. Rather, her conduct evidences an intent to harass, delay and increase the costs of litigation. Even if Curtis attempts to evade the consequence of her conduct as a result of her *pro se* status, as other courts have allowed her to do to our current detriment, her conduct is at least negligent and/or founded in poor judgment.

For the reasons discussed herein, Amy requests that the Court sanction Curtis in one or more of the following ways: (1) Enjoin Curtis from making further filings in Case No. 4:12-CV-592; (2) Order that Curtis pay a monetary penalty to the Court; and/or (3) Order that Curtis pay Amy (and/or the Trust) all or any portion the Court deems appropriate of the total amount of attorney's fees incurred and/or anticipated as a result of the conduct described in this Motion.⁵

IV.

PRAYER

For these reasons addressed above, Amy Brunsting requests that the Court set this Motion for hearing, and enter all necessary and proper relief related to the issues addressed herein.

⁵ See Exhibit 5 (Affidavit of Neal E. Spielman)

Additionally, Amy Brunsting prays for such other and further relief (general and special, legal and equitable) to which she may be entitled, collectively, individually or in any of her representative capacities.

Respectfully submitted,

GRIFFIN & MATTHEWS

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ATTORNEYS FOR AMY BRUNSTING

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 15th day of May 2019, to all counsel of record/pro se parties via E-file and/or direct e-mail.

Attorneys for Candace Kunz-Freed:

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tim@mendellawfirm.com


NEAL E. SPIELMAN

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
DECEASED	§	HARRIS COUNTY, TEXAS
_____	§	
CARL HENRY BRUNSTING, et al	§	
v.	§	
ANITA KAY BRUNSTING, et al	§	

**ORDER REGARDING
AMY BRUNSTING’S MOTION FOR SANCTIONS AND/OR CONTEMPT**

On the 28th day of June 2019, the Court considered Amy Brunsting’s Motion for Sanctions and/or Contempt (the “Motion”) pertaining to the conduct of Candace Louise Curtis (“Curtis”). In considering the Motion, the Court also considered Curtis’ response of June 11, 2019, entitled “Response to the Fiduciary’s Application for the Beneficiary to be Held in Contempt for Seeking to Enforce the Injunction Commanding the Trustee to Perform a Fiduciary Duty Owed to the Beneficiary with Petition for Partial Summary or Declaratory Judgment” (“Curtis’s Response”). The Court also heard oral argument from the parties.

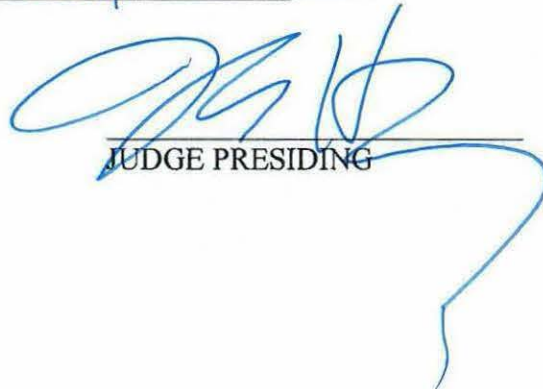
After considering the Motion, Curtis’s Response and oral argument, the Court FINDS that it has jurisdiction of this proceeding; that the Motion has MERIT and is in all respects proper and sufficient; that Curtis was properly served and received proper notice of the proceeding; and that the Motion should be and is GRANTED. Therefore:

1. The Court FURTHER FINDS and ORDERS that Curtis is in CONTEMPT of the Court’s Order of February 14, 2019 for the reasons presented in the Motion, including without limitation, via her March 20, 2019 and April 12, 2019 filings in the United States District Court for the Southern District of Texas – Houston Division in Case No. 4:12-CV-592, **a matter confirmed as having been closed, remanded and terminated;**

2. The Court FURTHER ORDERS, ADJUDGES and DECREES that as punishment for this contempt, Candace Curtis is fined the sum of \$ 500.00, payable to Diane Trautman, Harris County Clerk, Indigent Bond on or before the 1st day of September 2019; Program, Registry No. 28190
at 201 Caroline, 8th Floor, Room 800
Houston TX 77002
3. The Court, after considering the description of services, time, fees and costs described in the Affidavit of Neal E. Spielman, ~~totaling \$8,690.00 (representing \$7,505.00 @ 19 hrs x \$395.00/hr through and including the filing of the Motion and \$1,185.00 @ 3 hrs x \$395.00/hr in additional fees and expenses incurred after the filing of the Motion)~~ FURTHER ORDERS, ADJUDGES and DECREES that as further punishment for this contempt and/or as a sanction conferred in accordance with its own initiative and inherent power and/or under CPRC §9.012, CPRC §10.004 and/or TRCP 13, Curtis must pay to Amy Brunsting the sum of \$ 1,975.00 to Amy Brunsting in care of her attorneys – Griffin & Matthews – at 1155 Dairy Ashford, Suite 300, Houston, Texas 77007 on or before the 1st day of September, 2019

FURTHER, in so far as Curtis’s Response attempts to seek affirmative relief (including without limitation within the “Conclusion and Prayer” appearing on Page 6 of Curtis’s Response) all such affirmative relief is DENIED.

SIGNED ON THIS THE 23 DAY OF July, 2019.



JUDGE PRESIDING

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 3rd day of July 2019, to all counsel of record/pro se parties via E-file and/or direct e-mail.

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NEAL E. SPIELMAN

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REPORTER'S RECORD

VOLUME 1 OF 1

TRIAL COURT CAUSE NO. 412249-401

APPELLATE COURT NO. _____

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

* * * * *

AMY BRUNSTING'S MOTION FOR SANCTIONS AND/OR CONTEMPT

* * * * *

On the 28th day of June, 2019, the following proceedings came to be heard in the above-entitled and numbered cause before the Honorable James Horwitz Judge of Probate Court No. 4, held in Houston, Harris County, Texas:

Proceedings reported by Machine Shorthand

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A-P-P-E-A-R-A-N-C-E-S:

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VOLUME 1
(AMY BRUNSTING'S MOTION FOR SANCTIONS AND/OR CONTEMPT)

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1 June 28, 2019

2 PROCEEDINGS:

3 THE COURT: Hello. Please be seated.

4 I'm going to call Case Number 412249-401,
5 In The Estate of Nelva E. Brunsting, Deceased.

6 When we get Ms. Curtis on the phone, I'll
7 have each counsel and pro se party stand, identify
8 yourself, and who you represent.

9 (Calling Ms. Candace Curtis on telephone)

10 MS. CANDACE CURTIS: This is Candace.

11 THE COURT: Hi, ma'am. This is James
12 Horwitz; I'm the judge in Harris County Probate Court 4.

13 MS. CANDACE CURTIS: Yes, sir.

14 THE COURT: We are on the record, and
15 we're just now starting; so, I'm going to have each
16 counsel stand and identify themselves and who they
17 represent.

18 MS. CANDACE CURTIS: Thank you.

19 MR. SPIELMAN: Good afternoon, Judge, my
20 name is Neal Spielman, and I represent Amy Brunsting.

21 THE COURT: All right.

22 MR. JADLOSKI: My name is Timothy

23 Jadloski --

24 MS. CANDACE CURTIS: Excuse me. Can you
25 turn that up a little bit 'cause I can't hear anything

1 going on in the background.

2 THE COURT: All right. I'll try to have
3 somebody that's more technical than me do this.

4 JUDGE COMSTOCK: Turning up the volume on
5 this device increases your volume, Ms. Curtis, but it
6 doesn't increase the volume of the attorneys in the
7 courtroom; do you guys want to approach?

8 THE COURT: Yeah, y'all can come on up.

9 All right. Counsel, why don't we start
10 over, okay.

11 MR. SPIELMAN: Judge, my name is Neal
12 Spielman; I represent Amy Brunsting.

13 MR. JADLOSKI: Your Honor, my name is
14 Timothy Jadloski, and I represent Anita Brunsting.

15 MR. REED: Cory Reed; I represent Candace
16 Vacek in the 403 case.

17 MS. BAYLESS: Bobby Bayless; I represent
18 Carl Brunsting.

19 MS. CAROLE BRUNSTING: And Carole
20 Brunsting; I'm pro se.

21 THE COURT: Okay. So, we have a motion
22 for sanctions and/or contempt filed by counsel for Amy
23 Brunsting.

24 MR. SPIELMAN: That's correct, Judge; and
25 Candace Curtis is on the phone as a pro se party,

1 correct?

2 THE COURT: Right. So, Ms. Curtis?

3 MS. CANDACE CURTIS: Yes.

4 THE COURT: I would like you to raise your
5 right hand and be sworn by the court clerk, please.

6 MR. CANDACE CURTIS: All right.

7 (Ms. Candace Curtis is sworn)

8 MS. CANDACE CURTIS: I do.

9 THE COURT: All right. Counsel, would you
10 like to proceed with your motion?

11 MOTION FOR SANCTIONS

12 ARGUMENT BY MR. SPIELMAN:

13 MR. SPIELMAN: Yes, thank you, Judge.

14 Essentially, Judge, we're here on a motion
15 for sanctions and contempt stemming from your recent --
16 the Court's recent order of February the 14th of 2019.
17 By way of review, Your Honor, that order was entered
18 following some pleadings that were filed by my office on
19 Amy Brunsting's behalf that were connected to a series
20 of five different pleadings that had been previously
21 filed by Ms. Curtis. The sum and substance of those
22 pleadings had to do with the suggestion or the argument
23 that this Court did not have jurisdiction over the case
24 that we're dealing with. And as you may recall, Judge,
25 part of what led to your order being signed in February

1 was the discussion about how the case came to be in this
2 courtroom from the federal court - Judge Hoyt's court -
3 pursuant to a motion to remand and an order of remand
4 that was signed by Judge Hoyt. The motion itself was
5 submitted by Ms. Curtis and her lawyer at the time -
6 Jason Ostrom. This Court then --

7 THE COURT: Is that the order dated March
8 16th, 2015 - an agreed order to consolidate cases?

9 MR. SPIELMAN: I did not bring that part
10 of the file with me, so I can't speak to the specific
11 dates.

12 THE COURT: It's the -- it's in your --
13 it's in my order denying plea and motion filed by Ms.
14 Curtis that I signed on February 14th, 2019. So, I
15 believe that's correct. Go ahead.

16 MR. SPIELMAN: Okay. Yeah.

17 And so then Judge Butts - prior to you
18 taking the bench - Judge Butts signed her own order
19 basically accepting the transfer. I do not recall, as I
20 stand here today, whether that was done of the Court's
21 own accord or if that was done in response to a motion
22 filed by Ms. Curtis/Mr. Ostrom; but either way - you
23 have the order from Judge Hoyt and then you have the
24 order from Judge Butts bringing that federal court case
25 into state court at Ms. Curtis' request; and yet, even

1 so, we had these five different pleadings and such
2 suggesting that this Court didn't have jurisdiction.

3 Your Honor may also recall that in and
4 around the same time period at other hearings we were
5 having, Ms. Curtis wasn't appearing, and there was some
6 discussion in the courtroom - not putting words into
7 anybody's mouth - but there was some discussion in the
8 courtroom as to whether or not Ms. Curtis wasn't
9 appearing at these hearings because she did not think
10 this Court had jurisdiction, and we talked about the
11 importance of getting everybody to the table, so to
12 speak, and that was the motivating factor for doing
13 everything that I did so that we had everybody in the
14 right place and we could recognize that the whole debate
15 about who had jurisdiction wasn't even really one that
16 should have been going on in any case.

17 So, fastforward to your order, Judge,
18 February 14th - you issued your order - sort of
19 confirming all of the things that we just said; and yet,
20 even so, subsequent to that - on March the 20th and then
21 again on April the 12th, this is all in 2019 - Ms.
22 Curtis filed two more pleadings or documents into Judge
23 Hoyt's federal court under the same cause of action that
24 had been transferred. So --

25 THE COURT: Is that the cause of action

1 entering in what four numbers?

2 MR. SPIELMAN: The --

3 THE COURT: Is that the 592?

4 MR. SPIELMAN: That is -- yeah. Yes, I
5 think so. Yes, the 592. So, those documents were the
6 application for orders to show cause why Defendants and
7 their counsel should not be held in contempt of this
8 Court's injunctive order. That was one document that
9 was filed. And then the second document that was filed
10 later was affidavit of Candace Louise Curtis in support
11 of application for orders to show cause. So, those were
12 the two documents that were filed into the federal court
13 case that had been closed and terminated prior to and
14 then confirmed again by your order.

15 THE COURT: And, Counsel, is that case
16 that ends in 592 in which she filed on April 12th, 2019,
17 and March 20th, 2019 - the same case number in which
18 Judge Hoyt had signed a agreed order to consolidate, and
19 that case was moved to probate court?

20 MR. SPIELMAN: Yes, Your Honor.

21 THE COURT: Same case?

22 MR. SPIELMAN: Yes, sir.

23 THE COURT: Okay. Go ahead.

24 MR. SPIELMAN: Okay. And so, those
25 actions right there - the March 20th and the April 12th

1 filing - are the ones that were taken subsequent to your
2 February 14th, 2019 order, and those two actions are the
3 ones that I am saying are the contemptuous actions
4 relative to what's been going on in this court and the
5 effort that was put forth to get everybody here and get
6 any confusion that might have existed - legitimate or
7 otherwise - resolved.

8 And so, that's really the sum and the
9 substance of the conduct that we're here to talk about,
10 Judge.

11 It's my position that - with regard to the
12 contempt and the request for sanctions - that none of
13 the conduct that was exhibited by Ms. Curtis with
14 respect to the five pleadings that led up to your order
15 or the two documents subsequent to your order were
16 proper, necessary, merit, full, had merit, and should
17 have ever been pursued because of the fact - like we
18 talked about earlier - because of the orders from Judge
19 Hoyt sending it over here and the order from Judge Butts
20 accepting it, it was well known to everybody - and
21 again, at Ms. Curtis' request - that we be here in this
22 court for the remainder of the litigation.

23 And, you know, I spent a lot of time and
24 effort to help get this properly positioned so that we
25 could start moving forward and making progress with the

1 development of the case - like I said before - trying to
2 get everybody that wanted to be at the table to the
3 table; and now, Judge, what I'm trying to do here is to
4 extend the analogy a little bit in a tortured fashion
5 is - now that everybody's at the table, let's make sure
6 we're all eating with the right fork. I just feel
7 like -- I said it would be a tortured analogy.

8 I feel like this case, from inception, has
9 been burdened by a lot of the conduct of Ms. Curtis and
10 the delays that she's caused and the pleadings that
11 she's filed and there's never been an opportunity - by
12 this Court, at least - to call her out on that to say
13 there is a proper way of conducting business; just
14 because you are a pro se party does not excuse you from
15 understanding how the process works and from following
16 that process. It has cost the parties' time. It is
17 going to cost the estate money. If it's not going to
18 cost the estate money, it's certainly going to cost my
19 client money, and it's time to send the message to Ms.
20 Curtis that there are consequences to the decisions that
21 she makes when she disregards this Court's order or
22 pursues ill-timed, poorly-thought-out, or other conduct
23 that's just contrary to the way we are to conduct
24 ourselves in a litigation.

25 Judge, you would not let me speak to Ms.

1 Bayless or write things about Ms. Bayless of the nature
2 that Ms. Curtis is writing about the lawyers. You would
3 not reward Mr. Reed for filing frivolous pleadings
4 attacking jurisdiction time and again, you know, if he
5 were to do something like that because we, as the
6 attorneys, we know what conduct we're held to. We know
7 what standards we're held to, and we know how to apply
8 and understand and perceive your rulings and the rules
9 of court; and Ms. Curtis has never been taught that
10 lesson.

11 One of the things that I pointed to in the
12 motion, Judge, is that this is not the first time that
13 this has come up. Yes, it's the first time that anybody
14 has really stood up and presented it in this courtroom,
15 but you can see from the history, you know, Judge Hoyt
16 recognized there was a problem with Ms. Curtis' conduct,
17 and he recognized, in an order, that it was hampering
18 the ability for the case to proceed forward, and it was
19 hampering the parties from fulfilling their
20 responsibilities. His order is not specific on which
21 parties, but I think the presumption could be Amy and
22 Anita as the co-trustees.

23 Nevertheless, Judge - Judge Hoyt saw the
24 problem with Ms. Curtis' behavior as so extreme that he
25 ordered her to get legal counsel, and that's the order,

1 Exhibit 4, that I put in my motion. She did follow
2 Judge Hoyt's order for about as long as it took for them
3 to come back into this court.

4 Shortly after the case was transferred and
5 accepted by Judge Butts, her counsel, Mr. Jason Ostrom,
6 was fired by Ms. Curtis, and she resumed this conduct of
7 wildly using the wrong court, filing ill-conceived
8 motions, doing the two things that Judge Hoyt warned her
9 against or wrote about which was hindering necessary
10 discourse and preventing the parties from fulfilling
11 their responsibilities.

12 For the longest period of time, we spent
13 our time stuck in a different federal court proceeding
14 because of an ill-timed, poorly-conceived, frivolous
15 lawsuit. That is also referenced in my motion. That
16 was what Judge Bennett said about Ms. Curtis' RICO case;
17 and not only did Judge Bennett say that, but then the
18 Fifth Circuit Court of Appeals said that.

19 So, we have now three courts highlighting
20 the problems that we are seeing and experiencing here in
21 this court with Ms. Curtis and her behavior.

22 And I guess, Judge, my point in all this
23 is that it's time to send a message to Ms. Curtis, and I
24 think that message is going to be best understood by her
25 in the form of a contempt, a sanction, and a monetary

1 penalty and fee, and that's why I wrote the motion the
2 way I did; and that's why I submitted my affidavit in
3 support of the attorney's fees that I have incurred on
4 Ms. Bruns -- on Amy's behalf dating back to the original
5 five filings all the way through to today's hearing.

6 THE COURT: Mr. Spielman, who was the
7 federal judge in this 592 case, do you remember?

8 MR. SPIELMAN: The 592 was Judge Hoyt, I
9 believe.

10 THE COURT: All right. And he is the one
11 that closed the federal -- this 592 case, granted the
12 Plaintiff's motion to remand in the order of transfer
13 and to have all of this brought back under our current
14 case number; is that correct?

15 MR. SPIELMAN: Well, Judge Hoyt granted
16 Plaintiff's motion to remand and then the order of
17 transfer that you just mentioned was the document signed
18 by Judge Butts in this court. But, other than that,
19 yes.

20 THE COURT: All right. So, without going
21 into the merits of her application for orders to show
22 cause -- well, let me ask you this.

23 What has happened in federal court since
24 this was filed in March and April of this year?

25 MR. SPIELMAN: Well, that's an interesting

1 question, Judge, because what happened there is,
2 apparently, the Court called her -- those pleadings,
3 those federal court filings, to hearing. I did not get
4 notice of that from the Court. I received an email from
5 Ric Munson - who is connected to Ms. Curtis - the
6 evening before. By the time I got to the office and saw
7 that email, the hearing had already transpired. I don't
8 want to speak for Mr. Mendel and Mr. Jadloski, but I
9 don't believe they received Mr. Munson's email at all.
10 So, I cannot say specifically what was discussed during
11 the telephonic conference, but I am aware that --

12 THE COURT: You say "telephonic
13 conference" - what do you mean?

14 MR. SPIELMAN: The Court had a telephonic
15 conference with Ms. Curtis. We were all instructed,
16 apparently, to call in rather than show up.

17 THE COURT: Okay.

18 MR. SPIELMAN: And, you know, I regret not
19 bringing it with me. I know I printed it out. There is
20 a docket sheet entry from that proceeding, and I know
21 we're on the record so I don't want to misquote, so I
22 will say that I'm just sort of going from memory, words
23 to the effect of - we're not going any further because I
24 already closed this X years ago.

25 THE COURT: All right. And have you

1 subsequently researched that to make sure that's the
2 finding of that court?

3 MR. SPIELMAN: I have -- I am -- I can 100
4 percent say yes, I have; I can 90 percent say I printed
5 it out; I can 100 percent say I can get that to you or
6 go and print it out if that's something you would like
7 to look at.

8 THE COURT: And, Counsel, do you have
9 anything to add to that?

10 MR. JADLOSKI: Other than that I support
11 the motion, no, Your Honor, I don't.

12 THE COURT: But any information about what
13 the federal court did in reference to this application
14 other than to say this matter's been closed?

15 MR. JADLOSKI: I have nothing else to add,
16 Your Honor, except that I can confirm - yeah, we did not
17 get notice of the hearing.

18 THE COURT: Counsel, do you have anything?

19 MR. REED: Yes, Your Honor.

20 If you look at every time when Ms. Curtis
21 has filed any of these pleadings in the federal court -
22 next to when you get the email notice - notification of
23 a filing - it says, specifically, "case closed" and then
24 it will have the filing information. So, the federal
25 court, their notation in their system is - "case

1 closed".

2 THE COURT: All right. Ms. Bayless, do
3 you have any information to add?

4 MS. BAYLESS: No. I mean, I agree with
5 what Mr. Reed just said, you know, it would show up as
6 "closed".

7 THE COURT: All right. So, what are you
8 seeking today, Mr. Spielman?

9 MR. SPIELMAN: I'm seeking an order of
10 contempt based off of her - Ms. Curtis' - violation of
11 your February 19 -- your February 14th, 2019, order and
12 that contempt can take whatever form this Court desires
13 from the 500-dollar civil max penalty to just an order
14 saying that you're in contempt for not following my
15 order.

16 I'm also seeking, as a sanction, the
17 attorney's fees that were incurred by my client while I
18 took the actions that I described in my affidavit dating
19 back from the first of the five filings through standing
20 here today. And the only thing I will say about that
21 affidavit is that in it, there is a portion where I
22 estimated the amount of time that I would spend between
23 the date of the filing of this motion and today's
24 hearing - I estimated that as five hours. I have not
25 spent five hours. I would -- if we had to round up, I

1 would say two hours from 1.7 or something of that
2 nature.

3 THE COURT: In your affidavit for
4 attorney's fees, you're seeking attorney's fees for work
5 done going back to the receipt and review of the pleas
6 in abatement and the plea to the jurisdiction?

7 MR. SPIELMAN: Correct. And the reason
8 I'm doing that, Judge, is because, you'll remember - I
9 made no such request at the time even though it was
10 pretty obvious from the history of the file and Ms.
11 Curtis' own actions that none of those five documents
12 should have been filed by then; but at that time, it was
13 more important for me to get us all on the same page
14 than it was to argue about sanctions and fees. That
15 changed in my mind when Ms. Curtis then filed her next
16 two documents. And since the rules allow for us to seek
17 sanctions retroactively while the case is pending, I
18 felt like the best way to send the message was to go all
19 the way back to the beginning.

20 THE COURT: In your responses to the plea
21 in abatement and plea and the jurisdiction - which I
22 don't have in front of me - did you request attorney's
23 fees?

24 MR. SPIELMAN: I did not.

25 THE COURT: All right.

1 MR. SPIELMAN: And, in fact, Judge, I
2 don't know that I've -- I don't know that the documents
3 that I would have filed would have been styled as a
4 response per se because I -- what was it... I think it
5 was motion for -- whatever I called it. I didn't call
6 it a "response" because we were doing more than just the
7 response. But you'll remember, Judge, I think that -- I
8 know what I called it - motion for clarification --

9 THE COURT: Motion for clarification and
10 to dismiss.

11 MR. SPIELMAN: Right. And then within the
12 context of Ms. Curtis' response and our reply, we
13 brought up the issue of these five pleadings, was
14 brought up, and that's what allowed Your Honor to
15 dispose of them in your order.

16 THE COURT: How much time do think you've
17 spent on this particular matter?

18 MR. SPIELMAN: As far as drafting?

19 THE COURT: Including this hearing today.

20 MR. SPIELMAN: We could -- well, let --
21 we could call it five hours.

22 THE COURT: I think you just said you
23 hadn't spent --

24 MR. SPIELMAN: Well, I thought you were
25 asking me -- you're asking me from the time I filed the

1 motion through today how much time I did spend?

2 THE COURT: Well, on this matter. I
3 assume that you spent time before you filed the motion.

4 MR. SPIELMAN: Correct. I may have
5 misinterpreted your question from day one which was
6 the -- which would have been receipt and review of
7 the --

8 THE COURT: March 20th.

9 MR. SPIELMAN: August 20 -- so between
10 August 20th, '18 and October 2018 which is when Ms.
11 Curtis started the plea in abatement process.

12 THE COURT: I apologize for not being
13 clear. What I'm curious about is -- I understand that
14 sanctions can go retroactive; what I was curious about
15 is the very first time you got notice of Ms. Curtis
16 filing something in federal court was, I assume, March
17 of 2019 in the latest round she did --

18 MR. SPIELMAN: I understand.

19 THE COURT: -- from that time until today,
20 approximately, what was the file?

21 MR. SPIELMAN: Judge, that's what I was
22 saying. If we want to call it five hours, just the
23 preparation of this motion, the receipt of Ms. Curtis'
24 response, the preparation for the hearing and the
25 appearance here at the hearing, we could call that five

1 hours.

2 THE COURT: All right. And I believe you
3 also requested in addition or in the alternative to
4 further -- Ms. Curtis from making further filings in the
5 federal court?

6 MR. SPIELMAN: That's correct, Judge; I
7 would hope that although Ms. Curtis had been on the
8 phone with Judge Hoyt and got that ruling or that
9 instruction from him that maybe the injunction wouldn't
10 be necessary. But, sure, yes. I mean, I do think, I do
11 think as many times as we need to say that the case is
12 closed, do not file anything in it, I mean, certainly if
13 past predicts the future, it can't hurt to have an
14 injunction to that effect.

15 THE COURT: All right. Anything further,
16 Counsel?

17 MR. SPIELMAN: No, thank you, Judge.
18 Thank you for indulging me.

19 THE COURT: Ms. Curtis?

20 MS. CANDACE CURTIS: Yes, Your Honor.

21 THE COURT: Would you like to respond,
22 please?

23 ARGUMENT BY MS. CANDANCE CURTIS:

24 MS. CANDACE CURTIS: I've answered Mr.
25 Spielman in writing; so, my position is a matter of

1 record. And also, for the record, no one has even
2 replied to my pleading in this court.

3 THE COURT: Do you recall having a
4 telephone hearing with Judge Hoyt in federal court in
5 reference to --

6 MS. CANDACE CURTIS: Yes, Your Honor, and
7 I prefaced the conversation with the fact that it was an
8 ex parte communication, and he simply corrected my
9 misunderstanding in which I thought the judge who had
10 issued an injunctive order would be the one to uphold
11 the order, and he informed me that that was incorrect
12 and that when he issued the remand order, it says in
13 there that "It's further ordered that all orders
14 rendered by this Court shall carry the same force and
15 effect during the remand that they would have if the
16 remand had not been ordered." And this injunctive order
17 was filed in the probate court on February 6th, 2015,
18 along with the report of master.

19 THE COURT: So, did you understand from
20 Judge Hoyt that you were not to file anything further in
21 that federal court case ending in 592?

22 MS. CANDACE CURTIS: What he said was,
23 "mandamus."

24 THE COURT: I apologize, I couldn't
25 understand.

1 MS. CANDACE CURTIS: What he suggested was
2 "mandamus."

3 MR. SPIELMAN: Maybe she's trying to say
4 "mandamus"?

5 MS. CANDACE CURTIS: Mandamus. Okay.
6 Excuse me.

7 THE COURT: Did he tell you that that 592
8 case was closed and all matters were transferred to the
9 probate court?

10 MS. CANDACE CURTIS: Yes, Your Honor, he
11 did.

12 THE COURT: All right. So, with that
13 understanding, do you know not to file anything further
14 in the Federal Case 592?

15 MS. CANDACE CURTIS: Yes, Your Honor, I
16 do.

17 COURT'S RULING:

18 THE COURT: All right. I'm going to take
19 this matter under advisement, and I will -- if you want
20 to issue -- send me a proposed order, Mr. Spielman.

21 Ms. Curtis, if you have a proposed order
22 you want to send to me - you're welcome to do that as
23 well; and I'll review the record, argument of counsel,
24 I'll reread your pleading, Ms. Curtis, as well as the
25 statement that you've told me what Judge Hoyt told you,

1 and I'll get back with everybody.

2 MR. SPIELMAN: Your Honor, one point, I'm
3 sorry.

4 First of all, I apologize if I did not
5 send in an order. That is a mistake on my part. I will
6 get you what you've asked for.

7 Number two is - would the Court -- like I
8 said, I'm almost positive there is some kind of either a
9 docket entry or a written order of some sort from Judge
10 Hoyt following the telephonic conference in 2019. I'm
11 happy to confirm that and send that in or if I'm wrong,
12 I will send an email that says --

13 THE COURT: That's fine. But admission of
14 a party opponent, she's acknowledged that the judge told
15 her not to file anything else.

16 MR. SPIELMAN: And then the third thing,
17 just for clarification purposes. I guess I'm wondering
18 if Ms. Curtis would confirm for the Court, and for us,
19 that what she wants you to read in response to all of
20 this is the document that she filed that's got a pretty
21 long title: Response To Fiduciary's Application For The
22 Beneficiary To Be Held In Contempt For Seeking To
23 Enforce The Injunction Commanding The Trustee To Perform
24 Fiduciary Duty Owed To The Beneficiary Petition For
25 Partial Summary Or Declaratory Judgment.

1 If that's the document that she's
2 referring to, then I think we have all sorts of problems
3 depending on what the Court is going to do with this
4 after the Court reviews it.

5 THE COURT: Well, that's the document you
6 wanted me to review, right, Ms. Curtis?

7 MS. CANDACE CURTIS: Yes, Your Honor, it
8 is.

9 THE COURT: All right. I've looked at it
10 once. I'll be glad to look at it again. And at this
11 time, I'm going to end this hearing, and y'all are
12 excused. I'll be back in touch. Please provide me with
13 proposed orders.

14 MR. REED: Your Honor, real quick before
15 we end this hearing.

16 We previously came down - I know this
17 isn't before you, but since we're all here, I wanted
18 some guidance on how you want to handle this in the
19 future - on a request for a representative of the estate
20 to be appointed for my 403 case, and I know we got some
21 subsequent orders after that hearing, but none of them
22 touched on that.

23 THE COURT: Who is your client, again?

24 MR. REED: I'm in the 403 case - the
25 malpractice part. And so, my client is, frankly, in

1 limbo until this Court appoints somebody in charge of
2 the estate. And so, we've had several hearings on this
3 so far with no orders; and frankly, it's probably the
4 biggest issue for my client because I can't proceed
5 forward or backwards or any way without someone.

6 THE COURT: And if I understand it right,
7 your client was the representative of the estate; he has
8 resigned.

9 MS. BAYLESS: Right.

10 THE COURT: And your two clients want to
11 be that or one of them wants to be that.

12 MR. SPIELMAN: I think "wants to" might be
13 a strong term. I think the substance of it goes like
14 this, Judge:

15 Carl Brunsting was the executor of the
16 estate and filed the lawsuit against the law firm in
17 that capacity because he was the executor of the estate
18 under the Will. When he resigned, the Will then says
19 that my client, Amy, is next, and then Ms. Curtis is
20 underneath her. There are, then, the competing
21 applications between Amy and Ms. Curtis about taking
22 over the role of Mr. Brunsting.

23 THE COURT: As successor executor?

24 MR. SPIELMAN: As successor executor.

25 Somewhere in this process, we have also

1 brought up the question of whether or not that lawsuit
2 is an asset of the estate because if that lawsuit is an
3 asset of the estate, then it's really part of the Trust
4 which means it's now Amy and Anita as the current
5 co-trustees - that would be the people with the ability
6 to do what Mr. Reed is so desperately looking for which
7 is - negotiate some way out of that for his client and
8 then --

9 MS. CANDACE CURTIS: I believe that is
10 correct --

11 MR. SPIELMAN: I'm sorry?

12 THE COURT: Yes, Ms. Curtis?

13 MS. CANDACE CURTIS: I believe that Mr.
14 Spielman is correct.

15 THE COURT: Thank you.

16 MR. SPIELMAN: Then I'm going to stop
17 talking.

18 MR. REED: Well, that's a first.

19 THE COURT: And if I remember from our
20 previous hearings, you don't want to be the
21 representative.

22 MS. CAROLE BRUNSTING: I did want to be
23 the rep --

24 THE COURT: Oh, you do. But other people
25 object to that; is that right?

1 MR. SPIELMAN: I don't know that any
2 people officially objected, but I don't think that's --
3 that's certainly not what Mom and Dad wanted when they
4 wrote their documents, and I don't think it would be
5 productive --

6 MS. CAROLE BRUNSTING: I have the --

7 MR. SPIELMAN: -- in large part
8 because --

9 THE COURT: I'm sorry, ma'am?

10 MS. CANDACE CURTIS: It think it's a
11 little presumptuous, Mr. Spielman, for you to say what
12 Mom and Dad wanted.

13 THE COURT: Ms. Curtis, Ms. Curtis let me
14 swear in your sister if I could.

15 (Ms. Carole Brunsting sworn)

16 MS. CAROLE BRUNSTING: I believe he made a
17 comment at one time that if I had supported my siblings
18 that they agreed that I could take over that role, that
19 was something to consider.

20 THE COURT: And this is to take over as
21 the successor executor?

22 MR. SPIELMAN: I believe that's --

23 THE COURT: Is that what we're talking
24 about?

25 MR. REED: I'm not sure that it's that

1 exact position; I think it would be -- I'm a little
2 unfamiliar with the probate world, but what I understand
3 it to be is a representative of the estate. So, if it's
4 a successor --

5 THE COURT: I mean, she's not named in the
6 Will; so, if we did that, it would have to be in some
7 administrator status.

8 MS. CAROLE BRUNSTING: This is something
9 we've been talking about this for years and years and
10 years. It's something I would really like to go ahead
11 and make the decision so I --

12 THE COURT: Is that motion before the
13 Court? Not today, but is it, generally, before the
14 Court?

15 MR. REED: It hasn't. Well, it's been
16 vaguely pled in various motions, and that's why --

17 THE COURT: Well, if y'all want to, you
18 know, if somebody wants to bring it to the Court, you
19 know, and --

20 MR. REED: The problem is --

21 THE COURT: -- have a hearing on it, we
22 can do that. I'm not going to do it today, I can tell
23 you that.

24 MR. SPIELMAN: I don't think there's any
25 motion by Carole Brunsting seeking to take --

1 MS. CAROLE BRUNSTING: I can file a motion
2 if I need to.

3 MR. SPIELMAN: And we can deal with that
4 at that time.

5 THE COURT: And the -- between y'all, you
6 can't reach a settlement? Have you tried to reach a
7 settlement on an appointment of a person?

8 MR. SPIELMAN: I mean, the closest that
9 we've gotten to anything was just now when Ms. Curtis
10 said she agreed with me about what would happen if it
11 was, in fact, an asset of the estate - it would belong
12 in the Trust. So, that's, of course, the other question
13 is - if that's the correct analysis, then there really
14 isn't a need for an executor of the estate because I
15 think the thing that everybody would agree on is that
16 but for that lawsuit, there is nothing else as an asset
17 of the estate; anything else, is in the Trust. And so,
18 if that's where that lawsuit belongs --

19 THE COURT: Then we have a continuing
20 argument over who's the proper trustee of the Trust; is
21 that correct?

22 MR. SPIELMAN: Because of the qualified
23 beneficiary designations and the power of -- I'll
24 butcher the terms --

25 THE COURT: That's the substance of the

1 malpractice lawsuit, is it?

2 MR. SPIELMAN: Correct.

3 THE COURT: She did some work to appoint
4 somebody - your clients - as co-trustees and somebody
5 thinks that's not correct; and hence, we go forward on
6 that one.

7 MR. SPIELMAN: And we just finished the
8 deposition of the drafter of those documents - Ms.
9 Freed - yesterday here at the courthouse. Thanks
10 everyone for their hospitality. And now I think we
11 have, at least I do, I have a much better clearer and
12 validating understanding of why Amy and Anita are, in
13 fact, properly named. I suspect Ms. Bayless would
14 disagree but that is also not for --

15 MS. BAYLESS: You're right.

16 MR. SPIELMAN: -- for today's proceeding.

17 MR. REED: And from my standpoint, that's
18 a battle between the siblings. My client has been sued
19 for the last seven years and wants to move forward with
20 defending her name in this lawsuit, and she can't until
21 this court appoints somebody to be the plaintiff of that
22 lawsuit.

23 MS. BAYLESS: I'll bring one other point.

24 I think it will behoove everyone to try to
25 settle everything; although, that sounds ambitious, I

1 understand. But I just learned today there was to be an
2 appraisal of the Iowa farm property which was supposed
3 to facilitate some discussions about settlement; and
4 apparently, that hasn't been initiated yet. I don't
5 know if you have an estimate of how long it's going to
6 take, but I don't know if we would have the information
7 to do that right now if we wanted to be particularly
8 productive.

9 THE COURT: Well, and I remember this
10 case. It reminded me of a Chinese finger puzzle - once
11 you put your finger in it, you can't get your finger
12 out.

13 MS. BAYLESS: Wacamole-kind-of.

14 THE COURT: Well, if y'all want to try to
15 find somebody that you can agree on to be either a
16 successor executor or a administrator --

17 MS. BAYLESS: Temporary administrator.

18 THE COURT: -- which would be a title that
19 somebody who isn't named as an executor would have to
20 utilize - I'm all for it. If y'all can't get an
21 agreement on it, then I think we do need to get somebody
22 appointed, and the Court can use its inherent power to
23 get that accomplished if y'all can't agree among
24 yourselves. I think it's time for y'all to - like an
25 old truck driver said - shift or get off the lot, you

1 know.

2 MR. SPIELMAN: Is that exactly what he
3 said, Your Honor?

4 MR. JADLOSKI: Judge, if I might ask just
5 a point of clarification.

6 You said you'd like to see us get someone
7 appointed. As Mr. Spielman explained earlier - there's
8 the possibility that we don't need someone appointed if
9 it's an as -- are we saying that someone becomes the
10 person that whether it be ...

11 THE COURT: You know, if that person is
12 representing the estate, they may help make the
13 determination of whether it's an asset of the estate or
14 not. I mean, I think what happens in cases like this is
15 everybody tries to put pieces of it in their mouth and
16 swallow the whole thing and we choke on it. And I think
17 we're better off just going ahead and swallowing a
18 little piece first. And let's, you know, if somebody
19 wants to bring something forward to me, I'll be glad to
20 deal with it; otherwise, see if you guys can actually
21 get somebody - and this includes you, of course, Ms.
22 Curtis - because you are second in the pecking order on
23 successor executors. Let's see what we can get done. I
24 mean, I'm glad to work with y'all on that.

25 MR. SPIELMAN: Judge, just thinking aloud

1 real quick. So, I would not suggest him at this point
2 because of some things, but your approach right now is
3 very similar to what Judge Comstock and Judge Butts did
4 or what was maybe their intention in naming Mr. Lester
5 at one point to do some work as - and I always butcher
6 his position - temporary administrator or something
7 along those lines.

8 But, you know, we've heard a lot so far in
9 some of the commentary of the siblings themselves that
10 the attorneys making the decisions and the Courts making
11 the decisions. We didn't know Elmer and Nelva. We
12 don't know their family other than as the lawyers. I'm
13 wondering out loud, without having spoken to my client
14 about it, if the siblings might know of a family friend,
15 somebody that they all trust, somebody that knew Elmer
16 and Nelva, if there might be - rather than Frost Bank
17 who is going to charge a crazy amount of money to do
18 this - if there might be a family friend that might
19 garner some confidence and some agreement amongst the
20 siblings if they had ideas to submit possible names. I
21 certainly wouldn't mind asking my client to do something
22 like that if there was such a person and potentially
23 even recommending that we let such a person do this if
24 they were inclined to do so.

25 MS. CAROLE BRUNSTING: And I realize I'm

1 pro se, but I've done a lot of work and I've really done
2 my best to contact my siblings and I really believe that
3 left on their own to make the decision and not be
4 influenced by their attorneys, that they would agree
5 that - because I've stayed so involved, I've attended
6 every single hearing, I've been involved as much as I
7 possibly can - that I would be the logical choice; and I
8 do realize I would have to have legal counsel which I've
9 already -- I already know the legal counsel that I would
10 retain.

11 THE COURT: Well, today is beyond the
12 power of the Court to just, you know, snap my fingers
13 and say that, but it's something to consider. I'm going
14 to ask y'all to work seriously to try and come up with
15 something and someone, and if you can't make an
16 agreement, then let's have a hearing on that, and I'll
17 appoint somebody.

18 MS. CAROLE BRUNSTING: I have one other
19 concern is - every time we appoint an outside party, it
20 ends up costing the Trust, in my opinion, quite a bit of
21 money, and it also causes a delay because they want six
22 months to a year and then we're delayed again where I
23 know that I can get started immediately.

24 THE COURT: Well --

25 MS. CAROLE BRUNSTING: So, I can file a

1 motion --

2 THE COURT: All right.

3 MS. CAROLE BRUNSTING: -- to do that.

4 THE COURT: All right. Y'all are excused.

5 Thank you, Ms. Curtis. I'm going to disconnect.

6 MS. CANDACE CURTIS: Thank you.

7 THE COURT: Bye-bye.

8 Y'all have a good weekend.

9 MR. SPIELMAN: Thank you.

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1 The State of Texas)
2 County of Harris)

3
4 I, Hipolita Lopez, Official Court Reporter in and
5 for the Probate Court Number Four of Harris County,
6 State of Texas, do hereby certify that the above and
7 foregoing contains a true and correct transcription of
8 all portions of evidence and other proceedings requested
9 in writing by counsel for the parties to be included in
10 this volume of the Reporter's Record, in the
11 above-styled and numbered cause, all of which occurred
12 in open court or in chambers and were reported by me.

13 I further certify that this Reporter's Record
14 truly and correctly reflects the exhibits, if any,
15 admitted by the respective parties.

16 I further certify that the total cost for the
17 preparation of this Reporter's Record is \$240.50.
18 and was paid by Ms. Candace Curtis.

19 WITNESS MY OFFICIAL HAND this the 18th day of
20 July, 2019.

21
22 /s/ Hipolita G. Lopez
HIPOLITA G. LOPEZ, Texas CSR #6298
23 Expiration Date: 12-31-20
Official Court Reporter
24 Probate Court Number Four
Harris County, Texas
25 201 Caroline, 7th Fl.
Houston, Texas 77002

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS

Plaintiff,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-592

MEMORANDUM AND ORDER

INTRODUCTION

Before the court is an ex parte petition for relief from an order of this Court pursuant to Federal Rule of Civil Procedure 60(b).

PROCEDURAL BACKGROUND

Petitioner filed the above matter on February 27, 2012 under federal diversity jurisdiction. After numerous proceedings in this Court the pro se plaintiff retained the assistance of local attorney Jason Bradley Ostrom (Ostrom). On May 9, 2014, Ostrom filed an unopposed motion for leave to file a first amended petition [Doc 107], a first amended petition [Doc 108] and an unopposed motion for remand to the state probate court [Doc 109].

On May 15, 2014 this Court issued an Order [Doc 111] granting the motion for leave to file first amended petition [Doc 107], and an Order [Doc 112] granting the unopposed motion for remand [Doc 109].

GROUND FOR RELIEF

A. FRAUD UPON THE COURT

To establish fraud on the court, it is necessary to show an unconscionable plan or scheme designed to improperly influence the court in its decision. *First National Bank of Louisville v. Lustig*, 96 F.3d 1554, 1573 (5th Cir. 1996) (quoting *Rozier*, 573 F.2d at 1338) (internal quotation marks and citation omitted).

B. COMMON LAW FRAUD

Under Texas law the elements of a common law fraud claim are: (1) that a material representation was made; (2) the representation was false; (3) when the representation was made, the speaker knew it was false or made it recklessly without any knowledge of the truth and as a positive assertion; (4) the speaker made the representation with the intent that the other party should act upon it; (5) the party acted in reliance on the representation; and (6) the party thereby suffered injury. *Law v. Ocwen Loan Servicing, LLC*, CIVIL ACTION No. H-16-2675, at *3 (S.D. Tex. Mar. 28, 2017) (“a party must state with particularity the circumstances constituting fraud.” Fed. R. Civ. P. 9(b)”)

LEGAL AND FACTUAL ANALYSIS

Petitioner alleges that the motion to amend her complaint and the motion for remand were not for the purposes stated by counsel, “to afford complete relief to the

parties”, but to remove the case from this Court for purposes of perpetrating a complete fraud on the Brunsting trust beneficiaries, to interfere with this Court’s proceedings, and to render all of Petitioner’s favorable federal court rulings nugatory.

CONCLUSION AND ORDER

If everything Petitioner says is true, she will have shown an unconscionable plan or scheme designed to improperly influence the court in its decision, sufficient to warrant relief under Rule 60(b). However, the only question necessary to resolve this petition is whether or not diversity has, in fact, been polluted. The Court determines that it has not.

The Clerk’s record reflects failure of counsel to complete service of citation within the 120 day limit prescribed by Fed. R. Civ. P. 4(m) and, as state court Plaintiff Carl Brunsting was never properly made an involuntary party plaintiff to this Court’s proceedings, diversity has not been polluted. Therefore, the Order granting the Motion for Remand [Doc 112] is void as a matter of law. Further, the record reflects failure of counsel to cause the record to be certified for transfer to the state court and, thus, no transfer was perfected.

Petitioner’s request for Rule 60(b) relief is in all things GRANTED.

The Order [Doc 111] granting the motion for leave to file first amended petition [Doc 107] is vacated and the motion denied. The First Amended Petition [Doc 108] is thus vacated, set aside and held for naught. The Order [Doc 112] granting the motion for remand [Doc 109] is vacated and the motion for remand to the state court is denied.

The Clerk is instructed to restore this matter to the active docket.

It is so Ordered on this _____ day of July 2020.

Kenneth M. Hoyt
United States District Judge

UNITED STATES DISTRICT COURT
for the
Southern District of Texas

Candace Louise Curtis

Plaintiff

v.

Anita Kay Brunsting, et al.

Defendant

Case No. 4:12-CV-592

APPEARANCE OF COUNSEL

To: The clerk of court and all parties of record

I am admitted or otherwise authorized to practice in this court, and I appear in this case as counsel for:

Candace Louise Curtis

Date: July 17, 2020

Candice Schwager
Attorney's signature

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Table of Authorities

Cases

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INTRODUCTION

1. Plaintiff's Ex Parte Motion for Relief [Doc.128] (the "Ex Parte Motion") must be denied. It represents the latest in a long line of abuses of and attacks on jurisdictional decisions, justices, court reporters, court appointees, attorneys, siblings and the judicial system. Its content does not justify relief under Federal Rule of Civil Procedure 60.

2. In filing the Ex Parte Motion, Plaintiff proves once again that which this Court has previously recognized, namely that her conduct hinders necessary discourse and "*prevents the parties from fulfilling their responsibilities to the Court, i.e., to manage and process all pretrial matters necessary to a resolution of this case.*"¹ Likewise, her Ex Parte Motion evokes memories of both The Honorable Alfred H Bennett's commentary regarding her filing of frivolous claims and his caution against additional meritless filings, as well as the Fifth Circuit's affirmation of Judge Bennett's Order via its own *de novo* review and opinion that Plaintiff's claims are "*fantastical and often nonsensical*" (see Section I(C)(2)(b), below).

3. As this Court most recently recognized on May 8, 2019, it no longer has jurisdiction of this matter due to the transfer to Harris County Probate Court.² Plaintiff's Ex Parte Motion does not support a change of this position.

I. Nature and Stage of Proceeding.

This case was dismissed in May 2014 via transfer/remand to Harris County Probate Court Number Four. Plaintiff has filed an untimely, unsupportable Ex Parte Motion, which is before the Court.

¹ Exhibit 1 – [Doc. 87]

² Exhibit 2 – [Doc. 127]

II. Issues and Standard of Review.

Plaintiff seeks relief under Federal Rule of Civil Procedure 60. More specifically, Plaintiff alleges that six years ago, her own (former) attorney committed a Fraud Upon the Court. The Ex Parte Motion may be reviewed under an abuse of discretion standard.

III. Summary of the Argument.

Dismissal of Plaintiff's Ex Parte Motion seeking Rule 60 relief is proper because (1) it was not timely filed; (2) the complained of issues do not constitute a Fraud Upon the Court; (2) the alleged fraud has already been determined by other federal courts to be frivolous, "fantastical and often nonsensical"; and (3) Plaintiff's efforts to secure relief under Rule 60 are merely an alternate means of "forum shopping" her previously unsuccessful jurisdictional arguments.

ARGUMENT

I. **Plaintiff's Ex Parte Motion was not timely filed, and must be denied.**

Plaintiff's Ex Parte Motion was not timely filed, and must be denied. The Ex Parte Motion is based upon an alleged Fraud Upon the Court. Via *In re Golf 255, Inc.*, the 7th Circuit considered the question of what type of fraud would allow for Rule 60 relief based on Fraud Upon the Court allegations many years after the relief was entered. In considering the issue, the Court opined:

.... a motion to set aside a judgment on the ground of fraud on the court has no deadline. It must therefore be defined narrowly lest it "become an open sesame to collateral attacks, unlimited as to the time within which they can be made by virtue of the express provision in Rule 60(b) [now 60(d)] on this matter, on civil judgments." *Oxford Clothes XX, Inc. v. Expeditors Int'l of Washington, Inc.*, 127 F.3d 574, 578 (7th Cir.1997); see also *Drobny v. Commissioner, supra*, 113 F.3d at 678. The question is, how narrowly? To answer this question we need to consider what kind of fraud ought to be a ground for setting aside a judgment perhaps many years after it was entered. **The answer is the kind of fraud that ordinarily couldn't be discovered, despite diligent inquiry, within a year**, and in some cases within many years—**cases in which there are no grounds for suspicion and the fraud comes to light serendipitously**. Examples are bribery of a judge or exertion of other undue influence on him, jury tampering, and fraudulent submissions by a lawyer for one of the parties in a judicial proceeding, such as tendering documents he knows to be forged or testimony he knows to be perjured.

See *Oxford Clothes XX, Inc. v. Expeditors Int'l of Washington, Inc.*, *supra*, 127 F.3d at 578; *In re Whitney-Forbes, Inc.*, 770 F.2d 692, 698 (7th Cir.1985); *Baltia Air Lines, Inc. v. Transaction Management, Inc.*, 98 F.3d 640, 642-43 (D.C.Cir.1996); *Root Refining Co. v. Universal Oil Products Co.*, 169 F.2d 514, 534-35 (3d Cir.1948); 12 *Moore's Federal Practice, supra*, § 60.21[4], pp. 60-56 to 60-59.

In re Golf 255, Inc., 652 F.3d 806, 809 (7th Cir. 2011)[Emphasis Added].

In describing the alleged Fraud Upon the Court, Plaintiff contends that (a) her own (former) attorney, Jason Ostrom, manipulated this Court in order to add parties and cause her claims to be transferred to Harris County Probate Court No. 4; and (b) that Mr. Ostrom “*never followed his client’s instructions, never sent copies of pleadings and did not respond to efforts to communicate.*” [Doc. 128 at Page 6].

The Court will recall that Plaintiff retained Mr. Ostrom based on this Court’s Order of October 3, 2013. As expressed in the Court’s Order:

Finally, the Court is of the view that the **plaintiff’s failure to employ counsel hinders the necessary discourse between the plaintiff and the defendants and further prevents the parties from fulfilling their responsibilities to the Court, i.e., to manage and process all pretrial matters necessary to a resolution of this case.** Therefore, the Court Directs that the plaintiff employ counsel within 60 days so that the case may proceed according to the rules of discovery and evidence. [Doc. 87; Emphasis Added].

Plaintiff’s allegations against Mr. Ostrom are unsubstantiated by evidence of any kind. Notwithstanding questions as to whether any alleged evidence would be considered admissible or “readily controvertible,” Plaintiff fails to attach an affidavit, verification or documents in support of these very serious allegations. Nevertheless, based in part on the content of the Ex Parte Motion and in part on a Docket Report generated on August 11, 2020,³ it appears that the complained of filings include one or more of the following:

Doc. 107 Unopposed Motion for Leave to File First Amended Petition, filed May 9, 2014;

³ See Exhibit 3 - Docket Report.

Doc. 108 First Amended Complaint, filed May 9, 2014; and/or

Doc. 109 Unopposed Motion to Remand, filed May 9, 2014.

These filings resulted in the Court's entry of its Orders of **May 15, 2014**. [Doc. 111 and Doc. 112]. The latter Order [Doc. 112] resulted in the transfer of Plaintiff's claims to Harris County Probate Court No. 4. As written within this Order [Doc. 112]:

Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously....

It is, therefore ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

As will be discussed in greater detail below, Plaintiff's complaints do not constitute a Fraud Upon the Court. However, even if they were, Plaintiff's Ex Parte Motion was not timely filed. The alleged fraudulent acts occurred in May 2014. Plaintiff's Ex Parte Motion was filed **six years later**, on July 17, 2020. Based on *In re Golf 255, Inc.*, for the Ex Parte Motion to be considered timely filed, the complained of fraudulent acts (*i.e.*, the transfer of her claims from this Court to Probate Court Number Four) must have remained undiscovered through the present day. The Ex Parte Motion must be denied because Plaintiff cannot establish that the alleged fraud was unknown to her through the present day or that her Ex Parte Motion was filed within a reasonable amount of time.

A. Plaintiff had knowledge of (or a means to discover) the transfer in 2014, as it was occurring.

Upon closer inspection, the Ex Parte Motion lacks any allegation that Plaintiff was unaware of Mr. Ostrom's filing of Docs. 107 – 109, or the resultant transfer/remand to Probate Court Number Four via Doc 112. To the contrary, Plaintiff alleges that she “*was forced to keep up with Ostrom's activities by data mining and monitoring the dockets.*” [Doc. 128 at Page 6]. These data mining and monitoring endeavors support the presumption that Plaintiff knew about the transfer as it was occurring, or immediately thereafter and/or that it was readily discoverable by her. Had these actions been taken without her consent, or if she truly believed these actions were fraudulent, she either knew of them as they occurred – or by her own admission – had the skills and wherewithal to discover them in May 2014 or immediately thereafter.

B. Plaintiff had knowledge of (or a means to discover) that the transfer had occurred throughout 2014 and 2015, while represented by Ostrom.

After this Court entered the transfer/remand order [Doc. 112], a series of filings and other actions occurred in Probate Court Number Four. Individually or collectively these filings and other actions allowed Plaintiff to discover the alleged fraud and take timely action. While by no means an exhaustive list of filings and actions, the following developments are a matter of public record:

May 28, 2014	Plaintiff, through Ostrom, files her <u>Motion to Enter Transfer Order</u> .
June 3, 2014	Probate Court Number Four executes <u>Order of Transfer</u> .
October 20, 2014	Plaintiff, through Ostrom, files <u>Plaintiff's Motion for Distribution of Trust Funds</u> .
February 6, 2015	Plaintiff, through Ostrom, files her <u>Notice of Filing of Plaintiff's Original Petition</u> (including Doc. 1 and Doc. 112 from this Court).
February 6, 2015	Plaintiff, through Ostrom, files her <u>Notice of Filing of Plaintiff's First Amended Petition</u> (including Doc. 108 from this Court).

February 6, 2015 Plaintiff, through Ostrom, files her Notice of Filing of Injunction and Report of Master (including Docs. 45 and 62 from this Court).

February 25, 2015 Plaintiff, through Ostrom, files Plaintiff's Second Amended Petition.

Once again, Plaintiff never actually alleges that she had no notice of, or did not consent to Mr. Ostrom's filing of the above-identified items. Based on her acknowledged data mining and monitoring endeavors, it is apparent that she knew of or could have discovered their filing. Further to this point, it is readily apparent that she became aware of the transfer/remand at some point prior to March 28, 2015. This is known via the combination of the Ex Parte Motion [Doc. 128 at Page 8 (*Plaintiff terminated Ostrom when data mining revealed the conversion agreement*)] and her Notice of Substitution of Counsel of Record and Appearance, filed in Probate Court Number Four, on March 28, 2015.⁴

By her own admission, Plaintiff was aware of the alleged fraud by March 2015 at the latest. Despite this knowledge, Plaintiff did not file her Ex Parte Motion until July 2020. She has neither timely nor diligently pursued her asserted rights under Rule 60. As such, her Motion should be denied.

C. Plaintiff definitely had knowledge of the transfer in 2016, and her allegations of "fraud" by Ostrom have already been denied.

Plaintiff remained a Pro Se Plaintiff from March 2015 through November 2019. For over four (4) years, Plaintiff was in violation of this Court's Order of October 3, 2013 requiring her to retain counsel.⁵

1. Plaintiff actively and willingly participated in the Probate Court proceedings.

⁴ Exhibit 5 - Notice of Substitution of Counsel of Record and Appearance

⁵ Exhibit 1 – [Doc. 87].

During this time, Plaintiff actively and willingly participated in the litigation, failing to pursue her Fraud Upon the Court allegations despite full knowledge that the matter had been transferred/remanded from this Court to Probate Court Number Four. In addition to her in-person and/or telephonic participation in hearings and a fact witness deposition, examples of her *pro se* participation include but are not limited to:

- April 18, 2015 Plaintiff filed her Affidavit of Fact Documenting Succession as Personal Representative of the Estates of Elmer H. Brunsting and Nelva E. Brunsting.
- June 18, 2015 Plaintiff and counsel for Plaintiff's brother, Carl Brunsting file their Stipulation and Rule 11 Agreement Concerning Motion to Show Authority.
- January 25, 2016 Plaintiff filed her Verified Motion for Partial Summary Judgment with Concurrent Petitions for Declaratory Judgment.
- February 9, 2016 Plaintiff filed her Motion to Transfer Cause from District Court to Probate Court #4.
- August 17, 2018 Plaintiff files her Plea in Abatement.
- September 4, 2018 Plaintiff files her Addendum to Pleas in Abatement in Reply to Stephen Mendel.
- October 8, 2018 Plaintiff files her Nominal Defendant's Verified First Amended Plea in Abatement.
- October 19, 2018 Plaintiff files her Plea to the Jurisdiction.
- February 5, 2019 Plaintiff files her Response to Notice of Hearing, Motion for Clarification and to Dismiss; Special Exceptions, Motion in Limine and Memorandum of Points and Authorities in Support.

2. There is no doubt that Plaintiff had knowledge of the transfer by April 2016, and unsuccessfully pursued her fraud allegations against Ostrom from June 2016 through July 2018.

a. *There is no doubt that Plaintiff had knowledge of the transfer by April 2016.*

There is no doubt that Plaintiff had knowledge of the transfer by April 2016. On or about April 16, 2016, Plaintiff wrote a letter to Co-Trustees and the counsel. While replete with inaccurate statements of fact and law and disputed by the Co-Trustees, the letter does confirm Plaintiff's knowledge of the transfer and Probate Court Number Four's control over her claims. In relevant part she wrote:

Curtis v. Brunsting came to the Harris County Probate Court under a remand order obtained by defendants as part of a stipulated agreement. The remand order is on file with the Probate Court accepted without qualification or reservation. The order in pertinent part reads:

It is further ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.⁶

Via her letter, Curtis confirms that she had knowledge of all issues she now cast as a Fraud Upon the Court in April 2016. Despite this knowledge, she still failed to pursue her claim for Rule 60 relief until July 2020.

b. Plaintiff unsuccessfully pursued her same fraud allegations against Ostrom (and others) from June 2016 through July 2018

As further evidence of Plaintiff's knowledge in 2016, this Court should consider another lawsuit initiated by Plaintiff as a pro se plaintiff. Specifically, Plaintiff filed a 62-page Verified Complaint for Damages naming more than fifteen individuals - including judges, attorneys, court appointees, co-trustees and a court reporter as defendants, alleging (among other things), violations of the Racketeer Influenced Corrupt Organization Act ("RICO"), the commission of common law fraud and breaches of fiduciary duties.⁷

⁶ Exhibit 6 - Curtis correspondence of April 16, 2016.

⁷ Civil Action No. 4:16-CV- 1969; *Candace Louise Curtis; Rik Wayne Munson v. Candace Kunz-Freed; Albert Vacek, Jr.; Bernard Lyle Matthews, III; Neal Spielman; Bradley Featherston; Stephen A. Mendel; Darlene Payne Smith; Jason Ostrom; Gregory Lester; Jill Willard Young; Christine Riddle Butts; Clarinda Comstock; Toni Biamonte; Bobbie Bayless; Anita Brunsting; Amy Brunsting; Does 1-99*; In the United States District Court, Southern District of Texas – Houston Division.

In support of her claims, Plaintiff alleged that these defendants, including Ostrom, were part of a supposed cabal known as the Harris County Tomb Raiders/Probate Mafia. According to Plaintiff, the Harris County Tomb Raiders/Probate Mafia is an alleged secret society of probate practitioners, court personnel, probate judges and other elected officials who engage in “poser advocacy” through political aspiration, judicial favors, campaign contributions, bribes and kickback, cronyism and “Good Ole Boy” networking.⁸

As noted, Ostrom was identified as a defendant in Plaintiff’s Verified Complaint for Damages. Like most, if not all other Defendants, Ostrom sought a dismissal of Plaintiff’s claims via Federal Rule of Civil Procedure 12(B)(6). In response to Ostrom’s efforts, Plaintiff filed her Answer to Defendant Jason Ostrom’s Federal Rule of Civil Procedure 12(B)(6) Motion to Dismiss.

In it she writes:

17. Immediately upon appearing as Plaintiff Curtis’ representative in the federal lawsuit, Curtis v. Brunsting 4:12-cv-592, Defendant Jason Ostrom arranged a remand to the Harris County Probate Court to consolidate Plaintiff Candace Curtis’ lawsuit with that of her brother Plaintiff Carl Brunsting, (Dkt 26-1) allegedly to afford complete relief to the parties.⁹

44. Every one of the Brunsting beneficiaries has been injured by the fraud perpetrated on the federal and state courts, upon the Brunsting family and upon Plaintiffs by these Defendants.¹⁰

45. Jason Ostrom was instrumental to the plot to treat the Brunsting Trusts as if they were a probate assets and his feigned ignorance of the legal precedents set by pro se Curtis in this extended Brunsting Trusts litigation, is in direct conflict with his fiduciary obligation to know.¹¹

52. Defendant Jason Ostrom told the Honorable Judge Kenneth Hoyt in his application for approval of his First Amended Complaint that the purpose for a remand to state court was to consolidate with Plaintiff Carl Brunsting in order to afford complete relief to the parties.¹²

⁸ See Exhibit 7 - Excerpts from Verified Complaint for Damages [Doc. 1 in Civil Action No. 4:16-CV-1969].

⁹ See Exhibit 8 - [Doc. 85 in Civil Action No. 4:16-CV-1969 at Page 4].

¹⁰ See Exhibit 8 - [Doc. 85 in Civil Action No. 4:16-CV-1969 at Page 10].

¹¹ See Exhibit 8 - [Doc. 85 in Civil Action No. 4:16-CV-1969 at Page 10].

¹² See Exhibit 8 - [Doc. 85 in Civil Action No. 4:16-CV-1969 at Page 11].

53. Defendant Ostrom deprived Plaintiff Curtis of a federal judicial forum and access to the only Court of competent jurisdiction under false pretexts, by presenting unopposed motions to amend Plaintiff Curtis' federal complaint and to remand to Harris County Probate Court.¹³

It is patently clear that Plaintiff had knowledge of the alleged fraud during the course of her pursuit of her Probate Mafia litigation. Her allegations against Ostrom are virtually identical to those she now presents in her Ex Parte Motion. Her fraud allegations have been twice-denied.

On May 16, 2017, the Honorable Alfred H. Bennett issued an Order dismissing Plaintiff's claims with prejudice. Judge Bennett's Order specifically included Ostrom's Motion to Dismiss as well as Plaintiff's Response.¹⁴ Judge Bennett dismissed all of Plaintiff's claims in their entirety. He also showed mercy to Plaintiff relative to a request for sanctions that had also been filed. In his Order, Judge Bennett wrote:

The Court will therefore give Plaintiffs, as pro se litigants, the benefit of the doubt, and credit their filing of this lawsuit to their misunderstanding of applicable legal rules. Accordingly, the Court denies Young's Motion for Sanctions. That being said, **Plaintiffs should now realize that all claims brought in this litigation – or any new claims related to the subject matter of Plaintiffs' Complaint – lack merit, and cannot be brought to this, or any other court, without a clear understanding that Plaintiffs are bringing a frivolous claim.**¹⁵

Of course Plaintiff ignored Judge Bennett, as she has ignored so many other federal and state court justices, and proceeded to appeal Judge Bennett's decisions to the Fifth Circuit. The Fifth Circuit affirmed Judge Bennett's Order, noting:

Plaintiffs' appeal focuses on the dismissal of their RICO claim. They set forth the elements of that offense and attempt to address each one. **But the factual allegations they use to support those elements are mostly, as the district court put it, "fantastical" and often nonsensical.** We agree with the district court that **the allegations are frivolous and certainly do not rise to the level of plausibility that the law requires.**¹⁶

¹³ See Exhibit 8 - [Doc. 85 in Civil Action No. 4:16-CV-1969 at Page 11].

¹⁴ See Exhibit 9 - [Doc. 91 in Civil Action No. 4:16-CV-1969].

¹⁵ See Exhibit 9 - [Doc. 91 in Civil Action No. 4:16-CV-1969 at Page 7 – Emphasis Added].

¹⁶ See Exhibit 10 - [Doc. 103 in Civil Action No. 4:16-CV-1969 at Page 2 – Emphasis Added].

Plaintiff's second stint as a *pro se* plaintiff proved to be as much a hindrance to the development and resolution of this dispute as her first. Nevertheless, she willingly and knowingly participated in two litigations having full knowledge of the facts she now presents to this Court in support of her claims for Rule 60 relief. Those facts, particular as they relate to her fraud allegations have been considered and dismissed with prejudice. Because the circumstances she contends support her Fraud Upon the Court claim have already been adjudged as fantastical, nonsensical and frivolous, the Ex Parte Motion is not timely and must be denied.

II. The May 2014 transfer/remand does not constitute a Fraud Upon the Court; it is not a “grave miscarriage of justice” and does not impact the integrity of the judicial process.

The May 2014 transfer/remand does not constitute a Fraud Upon the Court; it is not a “grave miscarriage of justice” and it does not impact the integrity of the judicial process. There is no basis for granting the Ex Parte Motion, even if timely filed.

To establish fraud on the court, “ ‘it is necessary to show an unconscionable plan or scheme which is designed to improperly influence the court in its decision.’ ” *Rozier v. Ford Motor Co.*, 573 F.2d 1332, 1338 (5th Cir.1978) (quoting *England v. Doyle*, 281 F.2d 304, 309 (9th Cir.1960)). Fraud on the court, if established, constitutes a grave miscarriage of justice and may serve as the foundation of a Rule 60(b) independent action. *Rozier* 573 F.2d at 1338).

The standard for Fraud Upon the Court is demanding: “Generally speaking, only the most egregious misconduct, such as bribery of a judge or members of a jury, or the fabrication of evidence by a party in which an attorney is implicated, will constitute a fraud on the court.” *Rozier*, 573 F.2d at 1338 (citing to *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 64 S.Ct. 997, 88 L.Ed. 1250 (1944)). Where the wrong is only between the parties and there has been no direct assault on the integrity of the judicial process itself, the

federal courts have refused to invoke the doctrine of fraud on the court. *See*, 11 Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* §2870 at 416 (2d. ed. 1987).

Fraud Upon the Court requires a “scheme by which the integrity of the judicial process has been fraudulently subverted by a deliberately planned scheme in a manner **involving ‘far more than an injury to a single litigant.’**” *Addington v. Farmer's Elevator Mutual Insurance*, 650 F.2d 663, 668 (5th Cir.1981) (quoting *Hazel-Atlas Glass*, 322 U.S. 238, 245-46, 64 S.Ct. 997, 1002, 88 L.Ed. 1250 (1944) [**Emphasis Added**]). Considering this, the May 2014 transfer/remand does not constitute a Fraud Upon the Court and the Ex Parte Motion must be denied.

1. Plaintiff fails to identify how or why the transfer constitutes a grave miscarriage of justice.

Admittedly, Plaintiff’s Ex Parte Motion is difficult to navigate. While Plaintiff suggests that “*Ostrom’s professed purpose was to consolidate Plaintiff Curtis’ case with state court Plaintiff Carl Brunsting’s case pending in probate court...*,” [Doc. 128 at Page 6], her Ex Parte Motion never actually explains (convincingly or otherwise) how this purpose constitutes a grave miscarriage of justice or subverts the integrity of the judicial process.

Further, the Ex Parte Motion fails to address either of the two justifications for the transfer/remand, as identified by the Court. Via its Order of May 15, 2014 [Doc. 112], this Court based the transfer on:

1. Plaintiff’s efforts to name additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting, and Carole Ann Brunsting, which destroys diversity jurisdiction; and
2. The existence of questions of law and fact similar to those currently pending in Harris County Probate Court Number Four and the possibility of inconsistent judgments if these questions of law and fact are not decided simultaneously.
 - a. *The addition of parties does not subvert the integrity of the judicial process.*

Regarding the addition of parties, Plaintiff fails to explain how or in what way the inclusion of Carl Brunsting or Carole Brunsting as additional necessary parties was incorrect, let alone how doing so subverts the integrity of the judicial process. Further to this point, Plaintiff also fails to explain how Ostrom's successful effort to join additional parties differs from Plaintiff's own unsuccessful effort to do the very same thing while she was *pro se*.¹⁷

b. The avoidance of inconsistent judgments preserves the integrity of the judicial process.

As to the second basis for transferring/remanding the case, the Ex Parte Motion is silent. Plaintiff does not address the importance of avoiding inconsistent judgments, because she cannot. The dispute between Plaintiff, the Co-Trustees and their other siblings involves the Brunsting Family Living Trust. Plaintiff's original causes of action included:

- (1) Breach of Fiduciary Obligation;
- (2) Extrinsic Fraud;
- (3) Constructive Fraud; and
- (4) Intentional Infliction of Emotional Distress.

Via Plaintiff's Second Amended Petition, as filed in Probate Court Number Four, Plaintiff's claims have evolved to include:

- (1) Breach of Fiduciary Duty;
- (2) Fraud;
- (3) Constructive Fraud;
- (4) Money Had and Received;
- (5) Conversion;
- (6) Tortious Interference with Inheritance Rights;
- (7) Declaratory Judgment Action;
- (8) Unjust Enrichment;
- (9) Conspiracy; and
- (10) Demand for Accounting.

¹⁷ See Exhibit 3 – Docket Report; Entries pertaining to Doc. 48 and Doc. 57.

Plaintiff's brother, Carl, acting for himself and as independent executor of the Estates of Nelva E. Brunsting and of Elmer H. Brunsting has also filed suit against his siblings. Taken as a whole, Carl's original and supplemental claims/causes of action/requests for relief include:

- (1) Construction of Trust and Suit for Declaratory Judgment;
- (2) Demand for Trust Accounting;
- (3) Breach of Fiduciary Duties;
- (4) Conversion;
- (5) Negligence;
- (6) Tortious Interference with Inheritance;
- (7) Constructive Trust;
- (8) Civil Conspiracy;
- (9) Fraudulent Concealment;
- (10) Liability of Beneficiaries;
- (11) Removal of Trustees;
- (12) Receivership Over Trust;
- (13) Self-Dealing;
- (14) Criminal Wiretap Claim;
- (15) Civil Wiretap Act;
- (16) Invasion of Privacy and Intrusion on Seclusion; and
- (17) Request for Injunctive Relief.

The similarities between the asserted causes of action cannot be ignored. They are proof positive of the existence of similar questions of law and fact and the possibility of inconsistent judgments but for the transfer/remand. Both the Plaintiff's and Carl Brunsting's cases involve, among other things: (1) attacks on the enforceability of the trust documents; (2) claims of fiduciary breaches; and (3) challenges to the Co-Trustees status as such. As a basis for proceeding with the transfer/remand, avoiding inconsistent judgments does not subvert the integrity of the judicial process, rather, it preserves it.

2. Plaintiff's issues, even if legitimate, involve a single litigant, not global judicial process.

A true Fraud Upon the Court claim requires the identification of issues that negatively impact the integrity of the judicial process in a far broader way than just that involving a single litigant. If Plaintiff's allegations that Ostrom "*never followed his client's instructions, never sent*

copies of pleadings and did not respond to efforts to communicate.” [Doc. 128 at Page 6] are true, those allegations only speak to a conflict between Plaintiff and Ostrom. They do not rise to the level of requiring Rule 60 relief.

3. Plaintiff’s issues, even if legitimate, do not evidence a legitimate injury and are at best, *de minimis* or harmless error

Similarly, Plaintiff fails to identify an actual, legitimate injury sustained as a result of the transfer/remand. Though she may wish it otherwise, all of her claims and causes of action against the Co-Trustees (and others) are currently pending in Probate Court Number Four. Plaintiff has not been injured by the transfer/remand. The Ex Parte Motion must be denied.

Additionally, those issues raised by Plaintiff in the Ex Parte Motion, if legitimate at all, are *de minimis* and curable, and/or harmless. None of the identified issues rise to the level of constitute a grave miscarriage of justice.

a. Plaintiff’s “remand as a post-removal statute” argument fails.

Plaintiff complains of the use of the term “remand” by Ostrom and the Court. In regard to the Motion to Remand [Doc. 109] and the Order granting the remand [Doc. 112], it appears that the terms is used more colloquially, as something of a synonym for the word “transfer, rather than in the more traditional context of removal/remand procedure. However, even if used in the traditional context and even if Plaintiff is correct that it is improper to do so, the error is harmless. If “remand” was not procedurally proper, as Plaintiff suggests, the same purposes noted in the Order could have been accomplished by a dismissal of this federal court action and the refile of a “new” lawsuit in Probate Court Number Four. Co-Trustees cannot speak to the reasons why Ostrom choose to use the term “remand” to effectuate the transfer, but it does appear that doing so saved time and money. By proceeding in this manner, Plaintiff did not have to incur the time and expense associated with filing fees, process servers and service.

b. Plaintiff's "failure to serve citation" argument fails.

Plaintiff's "failure to serve citation" argument fails for similar reasons. By having the case "remanded" directly into Probate Court Number Four, it appears that formal service of process was not necessary. On information and belief all of Ostrom's filings in Probate Court Number Four were served on the parties through their counsel in accordance with Texas Rule of Civil Procedure 21a. On information and belief, there have been no objections regarding service by either of the "new parties" both of whom had already appeared in Probate Court Number Four, and remain parties to this day.

c. Plaintiff's "colorable transfer and criminal conversion" arguments fail.

While difficult to follow, Plaintiff's position appears to be that this Court's full record has not been transferred into Probate Court Number Four. To the extent required, this is an issue that could have been and can be easily cured by Plaintiff. Failing to do so, but then using that failure to manufacture and support Fraud Upon the Court claim does not reflect a miscarriage of justice or assault on judicial integrity.

Moreover, Plaintiff's allegation that her case "disappeared" also rings false. While there may be some confusion in the record, there is no doubt that Plaintiff's claims are currently "live" in Probate Court Number Four. Plaintiff's complaints in this regard also seem to include her absence in the style of the case. This issue can easily be resolved by requesting that Probate Court Number Four re-align or re-caption the case. Plaintiff's complaints in this regard are more administrative than anything else, and can also be easily cured. Again, they certainly do not support her claims of a miscarriage of justice.

III. Plaintiff should not be rewarded for “forum shopping” her jurisdictional arguments.

Considering the totality of Plaintiff’s filings, in this and other Courts (consider Plaintiff’s “RICO” case and see below), it becomes obvious that the true intent of the Ex Parte Motion is not to champion the cause of “judicial integrity” but rather to secure a return to federal court by any means necessary. The Ex Parte Motion is simply the latest in a line of attacks on Probate Court Number Four’s jurisdiction. In fact, Plaintiff has been sanctioned once, and found in contempt of court twice for her continued disregard of the Orders issued in Probate Court Number Four.

As is apparent from the types of claims and causes of action asserted by Plaintiff (and her brother, Carl), the Brunsting Family Limited Trust is at the heart of this dispute. This fact has been previously identified by this Court.¹⁸ A statutory probate court, such as Probate Court Number Four, has jurisdiction over all proceedings by or against a trustee and all proceedings concerning trusts. *See*, Trust (Property) Code §115.001(a)(d). In short, Probate Court Number Four has jurisdiction over Plaintiff’s claims, as well as whether Carl Brunsting’s claims, in any of their current or former capacities.

Nevertheless, on multiple occasions, Plaintiff has sought to challenge Probate Court Number Four’s jurisdiction over her claims. Plaintiff’s challenges include, but are not limited to: Plaintiff’s Plea in Abatement, her Addendum to Pleas in Abatement in Reply to Stephen Mendel, Nominal Defendant’s Verified First Amended Plea in Abatement, her Plea to the Jurisdiction, and her Response to Notice of Hearing, Motion for Clarification and to Dismiss; Special Exceptions, Motion in Limine and Memorandum of Points and Authorities in Support.

¹⁸ Exhibit 1 – [Doc. 87] (In principle, the plaintiff seeks to examine and copy the “original” signatures on the Trust documents and to remove the defendants in their capacities as a result of their failure to comply with the plaintiff’s discovery requests).

Each and everyone one of these filings was denied on February 14, 2019. Probate Court Number Four found that it has subject matter jurisdiction over the Trusts, and that no other court has dominant jurisdiction. All of Plaintiff's above-identified challenges were found to lack merit, and were denied.¹⁹

Despite Probate Court Number Four's February 2019 Order, Plaintiff proceeded to file pleadings in this Court. Plaintiff's filings in this Court [Doc. 124] and [Doc. 125] were found to be in violation of Probate Court Number Four's February 14, 2019 Order. On July 23, 2019, Plaintiff was found in contempt of court and sanctioned. Additionally, Probate Court Number Four denied all other relief sought by Plaintiff via her Response to the Fiduciary's Application for the Beneficiary to be Held in Contempt for Seeking to Enforce the Injunction Commanding the Trustee to Perform a Fiduciary Duty Owed to the Beneficiary with Petition for Partial Summary or Declaratory Judgment.²⁰

The documents that prompted Probate Court Number Four's order on the Motion for Sanctions and/or Contempt are the same documents that this Court denied on May 8, 2019, due to an absence of jurisdiction.²¹ On December 12, 2019, Probate Court Number Four found Plaintiff in contempt of its July 23, 2019 Order Regarding Amy Brunsting's Motion for Sanctions and Contempt.²²

Despite Probate Court Number Four's finding of dominant jurisdiction, despite this Court recognizing that it lacked jurisdiction, and despite two separate findings of contempt being entered against her, Plaintiff has still proceeded to initiate three (3) additional proceedings which directly or indirectly challenge the prior jurisdictional rulings. These proceedings include:

¹⁹ Exhibit 11 - Order Denying Pleas and Motions filed by Candace Curtis.

²⁰ Exhibit 12 - Order Regarding Amy Brunsting's Motion for Sanctions and/or Contempt.

²¹ Exhibit 2 - [Doc. 127]

²² Exhibit 13 - Order Granting Amy Brunsting's Motion for Second Contempt and Additional Sanctions.

1. Cause No. 412,249-404 initiated by Candace Curtis, consisting of her Statutory Bill of Review (challenging, among others, various jurisdictional rulings by Probate Court Number Four);
2. Cause No. 2020-35401 currently pending in the 151st Judicial District Court of Harris County, Texas (pertaining to Candace Curtis' efforts to domesticate the Preliminary Injunction [Doc.45] as an alleged foreign judgment, despite Probate Court Number Four's authority over the Preliminary Injunction via the remand [Doc. 112], as previously acknowledged by Plaintiff)²³; and.
3. This Ex Parte Motion, filed on July 17, 2020, seeking to set aside the Order of Remand [Doc. 112], despite the same fraud allegations being asserted and denied.²⁴

Plaintiff's continued and repetitive attacks on jurisdiction have needlessly delayed resolution of this dispute, caused tens of thousands of dollars in fees to be incurred, and unnecessarily complicated an already intense litigation. Plaintiff should not be rewarded for doing so.

IV. In denying the Ex Parte Motion, this Court should consider using its inherent powers to issue one or more directives to Plaintiff, in the hopes of moving this dispute forward towards resolution in Probate Court Number Four.

The Co-Trustees recognize that because the Ex Parte Motion was untimely filed, is without merit and constitutes an impermissible attack on Probate Court Number Four's jurisdiction, this Court may simply elect to deny the Ex Parte Motion and restate its previous posture, as articulated most recently on May 8, 2019, when it noted that it longer has jurisdiction of this matter due to the transfer to Harris County Probate Court.²⁵ However, in considering the Ex Parte Motion and this

²³ See for example, but not by way of limitation, Exhibit 6 - Curtis correspondence of April 16, 2016

²⁴ See Exhibit 14 - [Doc. 91 in Civil Action No. 4:16-CV-1969 at Page 7 – Emphasis Added].

²⁵ Exhibit 2 – [Doc. 127].

Response, the Court may find itself inclined to use its inherent powers in a way that does not conflict with its ceding of jurisdiction to Probate Court Number Four via the transfer.

Throughout the course of the multiple lawsuits Plaintiff has pursued/is pursuing in regard to the Brunsting Family Limited Trust, among the issues focused on by Plaintiff are (a) the transfer of jurisdiction to Probate Court Number Four; and (b) the Co-Trustees' alleged breach of the Court's Preliminary Injunction [Doc. 45]. Central to these issues appear to be (a) Plaintiff's over-emphasis on the use of the word "remand" and (b) Plaintiff's belief that, via the Preliminary Injunction, the Co-Trustees were ordered to make distributions to the various Trust beneficiaries.

Given that this Court authored the two orders [Doc. 112] and [Doc. 45], it might be helpful to the parties and to Probate Court Number Four for this Court to comment on these issues. Whether by directive, order, instruction or other means, this Court may wish to assist the judicial process by addressing one or more of the following issues:

1. Whether use of the term "remand" was synonymous with a general use of the word "transfer" or with its more common use in the context of removal and remand procedure;
2. Whether the transfer to Probate Court Number Four was based only on Plaintiff's inclusion of additional parties, or also to avoid the possibility of conflicting judgments;
3. Whether this Court will validate and/or adopt Probate Court Number Four's Order of February 14, 2019, at least on the issue of dominant jurisdiction; and/or
4. Whether the Preliminary Injunction intended for distributions of trust income to be made to potential beneficiaries prior to final resolution of the disputes between the parties, or whether trust income was merely to be deposited into an account/a Trust account and held/protected in an escrow-like fashion pending final resolution of the disputes between the parties.

CONCLUSION

The Co-Trustess request that Plaintiff's Ex Parte Motion seeking Rule 60 relief be dismissed for one or more of the following reasons:

- Plaintiff's Ex Parte Motion was not timely filed because:
 - Plaintiff had knowledge of (or a means to discover) the transfer in 2014, as it was occurring;
 - Plaintiff had knowledge of (or a means to discover) that the transfer had occurred throughout 2014 and 2015, while represented by Ostrom; and/or
 - Plaintiff had knowledge of the transfer in 2016, and her allegations of "fraud" by Ostrom have already been denied;
- The May 2014 transfer/remand does not constitute a Fraud Upon the Court; it is not a "grave miscarriage of justice" and does not impact the integrity of the judicial process; and/or
- Plaintiff's efforts to secure relief under Rule 60 are merely an alternate means of "forum shopping" her jurisdictional arguments.

Additionally, in denying the Ex Parte Motion, this Court should consider using its inherent powers to issue one or more directives (or similar) to Plaintiff, in the hopes of moving this dispute forward towards resolution in Probate Court Number Four.

Respectfully submitted,

GRIFFIN & MATTHEWS

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ATTORNEYS FOR ANITA BRUNSTING

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 13th day of August 2020, a true and correct copy of the above and foregoing document was electronically filed with the United States District Court for the Southern District of Texas to be served via electronic means by the clerk through the ECF system on the person(s) listed below and/or was provided to same in the manner stated below:

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BY: /s/ Neal E. Spielman
NEAL E. SPIELMAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

ORDER

Before the Court is the plaintiff’s, Candace Louise Curtis, motion for an order to show cause and application for contempt against the defendants, Anita Kay Brunsting and Amy Ruth Brunsting, trustee and co-trustee of the Brunsting Family Living Trust. In principle, the plaintiff seeks to examine and copy the “original” signatures on the Trust documents and to remove the defendants in their capacities as a result of their failure to comply with the plaintiff’s discovery requests.

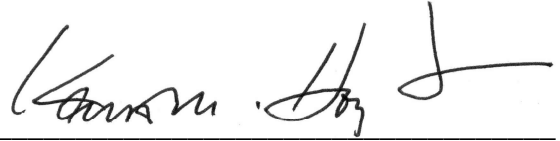
The Court is satisfied that the injunction entered in this case preserves the assets of the Trust Estate. The Court is further satisfied that copies of all documents requested by the plaintiff have been produced. However, the plaintiff has failed to inspect the original documents that the defendants have made available to the plaintiff.

Finally, the Court is of the view that the plaintiff’s failure to employ counsel hinders the necessary discourse between the plaintiff and the defendants and further prevents the parties from fulfilling their responsibilities to the Court, *i.e.*, to manage and process all pretrial matters necessary to a resolution of this case. Therefore, the Court Directs that the plaintiff employ

counsel within 60 days so that the case may proceed according to the rules of discovery and evidence. The plaintiff's motion is Denied without prejudice.

It is so Ordered.

SIGNED on this 3rd day of October, 2013.

A handwritten signature in black ink, appearing to read "Kenneth M. Hoyt", written over a horizontal line.

Kenneth M. Hoyt
United States District Judge

United States District Court
Southern District of Texas

ENTERED

May 09, 2019

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,

Plaintiffs,

VS.

ANITA KAY BRUNSTING, *et al*,

Defendants.

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-00592

**ORDER FOLLOWING TELEPHONE SCHEDULING CONFERENCE
HELD ON May 8, 2019 at 9:15 AM**

Appearances: Candace Curtis (*pro se*)
(Court Reporter: J. Sanchez)
(No appearance by the defendants)

The following rulings were made:

Before the Court is the *pro se* plaintiff's, Candace Curtis, motion for an order directed to certain defendants to show cause why they should not be held in contempt for violating the Court's Preliminary Injunction entered on April 19, 2013.

The Court is of the opinion that, having transferred the case to the Harris County Probate Court, it no longer has jurisdiction of the case. Therefore, the relief requested is Denied.

It is so ORDERED.

SIGNED on this 8th day of May, 2019.



Kenneth M. Hoyt
United States District Judge

CLOSED,REMANDED

**U.S. District Court
SOUTHERN DISTRICT OF TEXAS (Houston)
CIVIL DOCKET FOR CASE #: 4:12-cv-00592**

Candace Louise Curtis v. Anita Kay Brunsting et al Case
remanded to Harris County Probate Court No. 4.
Assigned to: Judge Kenneth M. Hoyt
Cause: 28:1332 Diversity-Fraud

Date Filed: 02/27/2012
Date Terminated: 05/15/2014
Jury Demand: Plaintiff
Nature of Suit: 370 Other Fraud
Jurisdiction: Diversity

Special Master

William West
Accountant

represented by **Timothy Aaron Million**
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Plaintiff

Carl Brunsting
Necessary Party and Involuntary Plaintiff

represented by **Carl Brunsting**
PRO SE

V.

20-20566.2786

Defendant

Anita Kay Brunsting

represented by **Bernard Lilse Mathews , III**
Green and Mathews LLP
14550 Torrey Chase Blvd
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TERMINATED: 02/20/2013
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Defendant

Amy Ruth Brunsting

represented by **Bernard Lilse Mathews , III**
(See above for address)
TERMINATED: 02/20/2013
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

George William Vie , III
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Does 1-100

Defendant

Carole Ann Brunsting

Defendant

Candace L. Kunz-freed

Defendant

Albert E. Vacek Jr.

Defendant

Vacek & Freed, PLLC

Defendant

The Vacek Law Firm PLLC**Defendant****Bernard Lilse Mathews III**

Date Filed	#	Docket Text
02/27/2012	<u>1</u>	PLAINTIFF'S ORIGINAL PETITION, COMPLAINT AND APPLICATION FOR EX PARTE TEMPORARY RESTRAINING ORDER, ASSET FREEZE, TEMPORARY AND PERMANENT INJUNCTION against Amy Ruth Brungsting, Anita Kay Brunsting (Filing fee \$ 350) filed by Candace Louise Curtis. (Attachments: # <u>1</u> Continuation, # <u>2</u> Continuation, # <u>3</u> Continuation, # <u>4</u> Continuation, # <u>5</u> Continuation, # <u>6</u> Continuation, # <u>7</u> Continuation, # <u>8</u> Continuation, # <u>9</u> Continuation, # <u>10</u> Continuation, # <u>11</u> Continuation, # <u>12</u> Continuation, # <u>13</u> Continuation)(dterrell,) Modified on 2/27/2012 (dterrell,). (Entered: 02/27/2012)
02/27/2012	<u>2</u>	PROPOSED ORDER Injunctinctive Order Temporary Restraining Order, Asset Freeze, Production of Documents and Records, Appointment of Receiver, filed.(dterrell,) (Entered: 02/27/2012)
02/27/2012	<u>3</u>	INITIAL DISCLOSURES by Candace Louise Curtis, filed.(dterrell,) (Entered: 02/27/2012)
02/27/2012	<u>4</u>	REQUEST for Production of Documents from Anita Kay Brunsting and Amy Ruth Brunsting by Candace Louise Curtis, filed.(dterrell,) (Entered: 02/27/2012)
02/27/2012	<u>5</u>	NOTICE by Candace Louise Curtis, filed. (dterrell,) (Entered: 02/27/2012)
02/27/2012	<u>6</u>	NOTICE by Candace Louise Curtis, filed. (dterrell,) (Entered: 02/27/2012)
02/27/2012		Civil Filing fee re: <u>1</u> Complaint,, : \$350.00, receipt number CC003143, filed. (dterrell,) (Entered: 02/27/2012)
02/27/2012		Summons Issued as to Amy Ruth Brunsting, Anita Kay Brunsting, filed.(dterrell,) (Entered: 02/27/2012)
02/28/2012	<u>7</u>	ORDER for Initial Pretrial and Scheduling Conference by Telephone and Order to Disclose Interested Persons. Counsel who filed or removed the action is responsible for placing the conference call and insuring that all parties are on the line. The call shall be placed to (713)250-5613. Telephone Conference set for 5/29/2012 at 09:30 AM by telephone before Judge Kenneth M. Hoyt.(Signed by Judge Kenneth M. Hoyt) Parties notified.(ckrus,) (Entered: 02/28/2012)
03/01/2012	<u>8</u>	ORDER denying the application for a temporary restraining order and for injunction. (Signed by Judge Kenneth M. Hoyt) Parties notified.(dpalacios,) (Entered: 03/01/2012)
03/05/2012	<u>9</u>	Letter from Rik Munson re: serving copies on parties, filed. (Attachments: # <u>1</u> cover letter) (saustin,) (Entered: 03/05/2012)
03/06/2012	<u>10</u>	EMERGENCY MOTION by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 3/27/2012. (Attachments: # <u>1</u> Affidavit Affidavit of Amy Brunsting, # <u>2</u> Exhibit Property Appraisal, # <u>3</u> Exhibit Sale Contract, # <u>4</u> Exhibit Tax Appraisal, # <u>5</u> Supplement Request for Hearing, # <u>6</u> Proposed Order Proposed Order)(Mathews, Bernard) (Entered: 03/06/2012)
03/06/2012	<u>11</u>	Corrected MOTION Removal of Lis Pendens by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 3/27/2012. (Mathews, Bernard) (Entered: 03/06/2012)

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03/06/2012	<u>12</u>	NOTICE of Setting. Parties notified. Telephone Conference set for 3/7/2012 at 11:00 AM by telephone before Judge Kenneth M. Hoyt, filed. The call shall be placed to (713)250-5613. (chorace) (Entered: 03/06/2012)
03/08/2012	<u>13</u>	ORDER FOLLOWING TELEPHONE SCHEDULING CONFERENCE held on 3/7/12 Appearances: Candace L. Curtis, pro se, Bernard Lilse Mathews, III.. The Court will, sua sponte, dismiss the pltf's case by separate order for lack of jurisdiction. (Signed by Judge Kenneth M. Hoyt) Parties notified.(dpalacios,) (Entered: 03/08/2012)
03/08/2012	<u>14</u>	ORDER OF DISMISSAL (<i>Sua Sponte</i>) re: <u>10</u> EMERGENCY MOTION, <u>11</u> Corrected MOTION Removal of Lis Pendens. The Court lacks jurisdiction and this case is dismissed. To the extent that a <i>lis pendens</i> has been filed among the papers in federal Court in this case, it is cancelled and held for naught. (Signed by Judge Kenneth M. Hoyt) Parties notified.(dpalacios,) (Entered: 03/08/2012)
03/09/2012	<u>15</u>	Plaintiff's Answer to <u>11</u> Corrected MOTION Removal of Lis Pendens filed by Candace Louise Curtis. (pyebernetsky,) (Entered: 03/12/2012)
03/12/2012	<u>16</u>	NOTICE OF APPEAL to US Court of Appeals for the Fifth Circuit re: <u>14</u> Order of Dismissal, by Candace Louise Curtis (Filing fee \$ 455), filed.(mlothmann) (Entered: 03/12/2012)
03/16/2012	<u>17</u>	Notice of Assignment of USCA No. 12-20164 re: <u>16</u> Notice of Appeal, filed.(sguevara,) (Entered: 03/16/2012)
03/26/2012	<u>18</u>	Notice of the Filing of an Appeal. DKT13 transcript order form was not mailed to appellant. Fee status: Not Paid. The following Notice of Appeal and related motions are pending in the District Court: <u>16</u> Notice of Appeal, filed. (Attachments: # <u>1</u> Order Dismissal, # <u>2</u> Notice of Appeal, # <u>3</u> Docket sheet, # <u>4</u> Motion IFP)(lfilmore,) (Entered: 03/26/2012)
03/30/2012		USCA Appeal Fees received \$ 455, receipt number HOU022939 re: <u>16</u> Notice of Appeal, filed.(klove,) (Entered: 03/30/2012)
04/12/2012	<u>19</u>	Form 22 TRANSCRIPT ORDER FORM by Candace Louise Curtis. Transcript is unnecessary for appeal purposes. This order form relates to the following: <u>16</u> Notice of Appeal, filed.(mlothmann) (Entered: 04/16/2012)
04/26/2012		The Electronic record on appeal has now been certified to the Fifth Circuit Court of Appeals re: <u>16</u> Notice of Appeal USCA No. 12-20164, filed.(blacy,) (Entered: 04/26/2012)
08/16/2012	<u>20</u>	Transmittal Letter on Appeal Certified re: <u>16</u> Notice of Appeal. A paper copy of the electronic record is being transmitted to the Fifth Circuit Court of Appeals in 3 volumes. (USCA No. 12-20164), filed.(hler,) (Additional attachment(s) added on 8/17/2012: # <u>1</u> UPS Tracking #) (hler,). (Entered: 08/16/2012)
08/20/2012	<u>21</u>	Transmittal Letter on Appeal Certified re: <u>16</u> Notice of Appeal. CDs containing the electronic record are being sent to Bernard Lilse Mathews, III, filed.(hler,) (hler,). (Entered: 08/20/2012)
02/05/2013	<u>22</u>	JUDGMENT of USCA for the Fifth Circuit re: <u>16</u> Notice of Appeal ; USCA No. 12-20164. The judgment of the District Court is REVERSED, and the cause is REMANDED to the District Court for further proceedings in accordance with the opinion of the Court. Case reopened on 2/5/2013, filed.(jdav,) (Entered: 02/05/2013)
02/05/2013	<u>23</u>	Court of Appeals for the Fifth Circuit LETTER advising the record/original papers/exhibits are to be returned (USCA No. 12-20164), filed.(jdav,) (Entered: 02/05/2013)

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02/05/2013	<u>24</u>	OPINION of USCA for the Fifth Circuit re: <u>16</u> Notice of Appeal ; USCA No. 12-20164. The district court's dismissal of the case is REVERSED and the case is REMANDED for further proceedings. REVERSED AND REMANDED., filed.(jdav,) (Entered: 02/05/2013)
02/06/2013	<u>25</u>	NOTICE of Setting. Parties notified. Status/Scheduling Telephone Conference set for 2/19/2013 at 08:45 AM before Judge Kenneth M. Hoyt, filed. (dpalacios,) (Entered: 02/06/2013)
02/17/2013	<u>26</u>	NOTICE of Appearance by George W. Vie III on behalf of Amy Ruth Brunsting, Anita Kay Brunsting, filed. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 02/17/2013)
02/19/2013	<u>27</u>	ORDER FOLLOWING TELEPHONE STATUS/SCHEDULING CONFERENCE held on February 19, 2013 at 8:45 a.m. Appearances: Candace Curtis, pro se, George Vie ETT: TBA. Jury trial. Joinder of Parties due by 4/30/2013 Pltf Expert Witness List due by 9/30/2013. Pltf Expert Report due by 9/30/2013. Deft Expert Witness List due by 10/30/2013. Deft Expert Report due by 10/30/2013. Discovery due by 12/30/2013. Dispositive Motion Filing due by 12/30/2013. Docket Call set for 3/3/2014 at 11:30 AM in Courtroom 11A before Judge Kenneth M. Hoyt. The defendant's are to file an answer to the plaintiff's suit on or before March 4, 2013.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 02/19/2013)
02/20/2013	<u>28</u>	ORDER that George W. Vie III and the law firm of Mills Shirley L.L.P. are substituted as attorneys of record for Defendants in lieu of Bernard Lilse Mathews, III and the law firm of Green & Mathews, L.L.P.(Signed by Judge Kenneth M. Hoyt) Parties notified. (chorace) (Entered: 02/20/2013)
03/01/2013	<u>29</u>	ANSWER to <u>1</u> Complaint,, by Amy Ruth Brunsting, Anita Kay Brunsting, filed.(Vie, George) (Entered: 03/01/2013)
03/05/2013	<u>30</u>	Court of Appeals LETTER advising Electronic record has been recycled (USCA No. 12-20164), filed.(smurdock,) (Entered: 03/05/2013)
03/11/2013	<u>31</u>	CERTIFICATE OF INTERESTED PARTIES by Plaintiff, filed.(mmapps,) (Entered: 03/11/2013)
03/14/2013	<u>32</u>	REPLY to <u>29</u> Answer to Complaint, filed by Candace Louise Curtis. (sclement,) (Entered: 03/20/2013)
03/14/2013	<u>33</u>	CERTIFICATE OF SERVICE of <u>32</u> Reply by Candace Louise Curtis, filed.(sclement,) (Entered: 03/20/2013)
03/14/2013	<u>34</u>	AFFIDAVIT of Candace Louise Curtis in Support of Application for Injunction, filed. (sclement,) (Entered: 03/20/2013)
03/14/2013	<u>35</u>	Renewed Application for Ex Parte Temporary Restraining Order, and Asset Freeze, Temporary and Permanent Injunction by Candace Louise Curtis, filed. Motion Docket Date 4/4/2013. (sclement,) (Additional attachment(s) added on 3/20/2013: # <u>1</u> Proposed Order) (sclement,). (Entered: 03/20/2013)
03/14/2013	<u>36</u>	EXHIBITS re: <u>35</u> MOTION for Temporary Restraining Order by Candace Louise Curtis, filed.(sclement,) (Entered: 03/20/2013)
03/22/2013	<u>37</u>	NOTICE of Setting as to <u>35</u> MOTION for Temporary Restraining Order. Parties notified. Injunction Hearing set for 4/9/2013 at 09:00 AM in Courtroom 11A before Judge Kenneth M. Hoyt, filed. (chorace) (Entered: 03/22/2013)
03/29/2013		***Plaintiff's email request to appear telephonically at the Injunction hearing set for April 20-20566:2790

		9, 2013 at 9:00 a.m is Denied. Candace Curtis' appearance in person is required, filed. (chorace) (Entered: 03/29/2013)
04/01/2013	<u>38</u>	Letter from Rik Munson re: the mailing of a copy of Rule 11 motion, filed. (mmapps,) (Entered: 04/02/2013)
04/04/2013	<u>39</u>	RESPONSE in Opposition to <u>35</u> MOTION for Temporary Restraining Order, filed by Amy Ruth Brunsting, Anita Kay Brunsting. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 04/04/2013)
04/09/2013	<u>40</u>	Minute Entry for proceedings held before Judge Kenneth M. Hoyt. PRELIMINARY INJUNCTION HEARING held on 4/9/2013. Witness: 10 Anita Kay Brunsting. Pursuant to the courtroom ruling as stated on the record, the parties shall work toward resolving this matter w/i 90 days, or the Court shall appoint an independent firm or accountant to gather financial records of the Trust. The parties shall submit a name of an agreed accountant w/i one week. Defendant's shall submit a motion for approval of payment of the Trust taxes. No bond is required at this time. Appearances:Candace Curtis. George William Vie, III.(Court Reporter: F. Warner), filed.(chorace,) (Entered: 04/09/2013)
04/09/2013	<u>42</u>	Exhibit List by Amy Ruth Brunsting, Anita Kay Brunsting, filed.(chorace) (Entered: 04/11/2013)
04/10/2013	<u>41</u>	NOTICE of filing of state court lawsuit against parties by Amy Ruth Brunsting, Anita Kay Brunsting, filed. (Vie, George) (Entered: 04/10/2013)
04/11/2013	<u>43</u>	MOTION for Approval of Tax Payments by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 5/2/2013. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 04/11/2013)
04/11/2013	<u>44</u>	ORDER granting <u>43</u> Motion for Approval of Tax Payments.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 04/11/2013)
04/19/2013	<u>45</u>	MEMORANDUM AND ORDER PRELIMINARY INJUNCTION. The Court shall appoint an independent firm or accountant to gather the financial records of the Trust(s) and provide an accounting of the income and expenses of the Trust(s) since December 21, 2010. The defendants are directed to cooperate with the accountant in this process. (Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 04/19/2013)
04/19/2013	<u>46</u>	NOTICE of Agreed CPA Firm pursuant to Court's Order for Accounting by Amy Ruth Brunsting, Anita Kay Brunsting, filed. (Vie, George) (Entered: 04/19/2013)
04/29/2013	<u>47</u>	ORDER. In light of the accusations in the pleadings and the Courts instructions, the Court is of the opinion that the best course forward is a Court appointed accountant who will be responsible to the Court. The Court, therefore, rejects the parties agreed notice as an appointment. An Order designating an accountant will be entered shortly.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) . (Entered: 04/29/2013)
05/01/2013	<u>48</u>	STRICKEN Per # 57 Order. Plaintiff's First AMENDED complaint with jury demand against All Defendants filed by Candace Louise Curtis.(olindor,) (Entered: 05/01/2013)
05/01/2013	<u>49</u>	MOTION for Joinder of Parties And Actions Demand For Show of Proof of Standing by Candace Louise Curtis, filed. Motion Docket Date 5/22/2013. (olindor) (Entered: 05/01/2013)
05/01/2013	<u>50</u>	Plaintiff's Verified AFFIDAVIT In Support of Amended Complaint And In Support of Application For Joinder Candace Louise Curtis, filed. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit)(olindor) (Entered: 05/01/2013)
05/01/2013	<u>51</u>	NOTICE of lawsuit and request to waiver service by Candace Louise Curtis, filed. 20-20566.2791

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		(ccarnew,) (Entered: 05/08/2013)
05/01/2013	<u>52</u>	NOTICE of lawsuit and request to waive service by Candace Louise Curtis, filed. (ccarnew,) (Entered: 05/08/2013)
05/01/2013	<u>53</u>	NOTICE of a Lawsuit and Request to Waive Service of a Summons by Candace Louise Curtis, filed. (isoto) (Entered: 05/08/2013)
05/01/2013	<u>54</u>	Notice of Lawuit and Request for Waiver of a Summons as to Bernard Lilse Mathews III sent on 4/28/13 by Candace Louise Curtis, filed.(dgonzalez) (Entered: 05/08/2013)
05/09/2013	<u>55</u>	ORDER Pursuant to federal Rule of Civil Procedure 53, Appointing William G. West as Master to Perform Accounting <u>47</u> .(Signed by Judge Kenneth M. Hoyt) Parties notified. (chorace) (Entered: 05/09/2013)
05/21/2013	<u>56</u>	RESPONSE in Opposition to <u>49</u> MOTION for Joinder, filed by Amy Ruth Brunsting, Anita Kay Brunsting. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 05/21/2013)
05/22/2013	<u>57</u>	ORDER denying <u>49</u> Motion for Joinder of Parties and Actions and Motion to Amend Complaint. The Amended Complaint <u>48</u> was filed w/o leave of Court and is therefore STRICKEN from the record.(Signed by Judge Kenneth M. Hoyt) Parties notified. (chorace) (Entered: 05/22/2013)
06/06/2013	<u>58</u>	MOTION for Approval of Disbursement by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 6/27/2013. (Attachments: # <u>1</u> Appendix Exhibits 1 and 2, # <u>2</u> Proposed Order)(Vie, George) (Entered: 06/06/2013)
06/10/2013	<u>59</u>	ORDER granting <u>58</u> Motion for Approval of Disbursements.(Signed by Judge Kenneth M. Hoyt) Parties notified.(kpicota) (Entered: 06/10/2013)
07/15/2013	<u>60</u>	ORDER FOLLOWING TELEPHONE SCHEDULING CONFERENCE held on July 15, 2013 at 8:15 a.m. Appearances: William G. West (Accountant). Pursuant to phone conference, the Court conferred with Mr. West concerning his report due at the end of the month. Upon receipt, a hearing date will be set to address any concerns of the parties. (Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 07/15/2013)
08/05/2013	<u>61</u>	ORDER. Before the Court is the report of the Court-appointed accountant for the Brunsting Family Living Trust for the period December 21, 2010 through May 31, 2013. Objections to the report and the accountants invoice shall be filed on or before August 27, 2013. Miscellaneous Hearing set for 9/3/2013 at 01:30 PM at Courtroom 11A before Judge Kenneth M. Hoyt(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 08/05/2013)
08/08/2013	<u>62</u>	NOTICE - <i>Report of Master - Accounting of Income/Receipts and Expenses/Distributions of the Brunsting Family Living Trust for the Period December 21, 2010 Through May 31, 2013</i> re: <u>55</u> Order, <u>61</u> Order, by William West, filed. (Million, Timothy) (Entered: 08/08/2013)
08/08/2013	<u>63</u>	Sealed Event, filed. (Entered: 08/08/2013)
08/26/2013	<u>64</u>	MOTION for Approval of Disbursements to Pay Property Tax Bills by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 9/16/2013. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 08/26/2013)
08/27/2013	<u>65</u>	MOTION for Approval of Renewal of Farm Lease under Existing Terms on August 31, 2013 by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 9/17/2013. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 08/27/2013)
08/27/2013	<u>66</u>	ORDER granting <u>64</u> Defendant's Motion for Approval of Disbursements to Pay Property Tax Bills

		Tax Bills.(Signed by Judge Kenneth M. Hoyt) Parties notified.(rosaldana) (Entered: 08/27/2013)
08/27/2013	<u>67</u>	RESPONSE to Report of Master, filed by Amy Ruth Brunsting, Anita Kay Brunsting. (Attachments: # <u>1</u> Appendix Tab 1, # <u>2</u> Appendix Tab 2)(Vie, George) (Entered: 08/27/2013)
08/28/2013	<u>68</u>	ORDER for Expedited Response; Motion-related deadline set re: <u>65</u> MOTION for Approval of Renewal of Farm Lease under Existing Terms on August 31, 2013. Response to Motion due by 9/3/2013.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 08/28/2013)
08/29/2013	<u>69</u>	RESPONSE to <u>62</u> Notice - Report of Master, filed by Candace Louise Curtis. (Attachments: # <u>1</u> Proposed Order, # <u>2</u> Proposed Order). (CD filed in Clerks Office.) (sscotch,) (Entered: 08/29/2013)
08/29/2013	<u>70</u>	This document is a duplicate of DE <u>69</u> ; this entry was made for case management purposes. Plaintiff's Response to the Report of Master and Applications for Orders by Candace Louise Curtis, filed. (CD filed in Clerks Office). Motion Docket Date 9/19/2013. (Attachments: # <u>1</u> Proposed Order, # <u>2</u> Proposed Order)(sscotch,) (Entered: 08/29/2013)
08/30/2013	<u>71</u>	PROPOSED ORDER re: <u>67</u> Response, filed.(Vie, George) (Entered: 08/30/2013)
09/03/2013	<u>72</u>	OBJECTIONS to <u>65</u> MOTION for Approval of Renewal of Farm Lease under Existing Terms on August 31, 2013, filed by Candace Louise Curtis. (mmapps,) (Entered: 09/03/2013)
09/03/2013	<u>73</u>	OBJECTIONS to <u>62</u> Notice (Other), Defendants Motion for Orders to Recommit Matters to Master for Consideration, filed by Candace Louise Curtis. (mmapps,) (Entered: 09/03/2013)
09/03/2013	<u>74</u>	Plaintiff's Ex Parte Motion for Order to Show Cause and Application for Judgment of Civil Contempt by Candace Louise Curtis, filed. Modified on 9/3/2013 (chorace). (Entered: 09/03/2013)
09/03/2013	<u>75</u>	Minute Entry for proceedings held before Judge Kenneth M. Hoyt. MISCELLANEOUS HEARING held on 9/3/2013. There were no objection's by the parties to the Master's Report. Invoices are Ordered to be paid. Any and all pending motions not ruled on are DENIED. Appearances:Candace Louise Curtis, Maureen McCutchen, William Potter, George William Vie, III, Timothy Aaron Million.(Court Reporter: S. Carlisle), filed. (chorace) (Entered: 09/03/2013)
09/03/2013	<u>76</u>	NOTICE of Setting as to <u>74</u> MOTION for Order to Show Cause. Parties notified. Motion Hearing set for 10/2/2013 at 11:30 AM in Courtroom 11A before Judge Kenneth M. Hoyt, filed. (chorace) (Entered: 09/03/2013)
09/03/2013	<u>77</u>	ORDER granting Approval of Disbursements to Special Master & Special Master's Attorney. (Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 09/03/2013)
09/03/2013	<u>78</u>	ORDER granting <u>65</u> Motion for Approval and Renewal of Farm Lease.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 09/03/2013)
09/18/2013	<u>79</u>	TRANSCRIPT re: TRO Hearing held on April 9, 2013 before Judge Kenneth M. Hoyt. Court Reporter/Transcriber FWarner. Release of Transcript Restriction set for 12/17/2013., filed. (fwarner,) (Entered: 09/18/2013)
09/19/2013	<u>80</u>	Notice of Filing of Official Transcript as to <u>79</u> Transcript. Party notified, filed. (dhansen, 20-20566.2793)

		4) (Entered: 09/19/2013)
09/23/2013	<u>81</u>	NOTICE of Resetting. Parties notified. Motion Hearing reset for 10/2/2013 at 09:00 AM (TIME CHANGE ONLY) in Courtroom 11A before Judge Kenneth M. Hoyt, filed. (chorace) (Entered: 09/23/2013)
09/23/2013	<u>82</u>	RESPONSE in Opposition to <u>74</u> MOTION for Order to Show Cause, filed by Amy Ruth Brunsting, Anita Kay Brunsting. (Attachments: # <u>1</u> Appendix)(Vie, George) (Entered: 09/23/2013)
09/23/2013	<u>83</u>	PROPOSED ORDER re: <u>82</u> Response in Opposition to Motion, filed.(Vie, George) (Entered: 09/23/2013)
09/27/2013	<u>84</u>	TRANSCRIPT re: Hearing held on September 3, 2013 before Judge Kenneth M. Hoyt. Court Reporter/Transcriber S. Carlisle. Release of Transcript Restriction set for 12/26/2013., filed. (scarlisle) (Entered: 09/27/2013)
09/30/2013	<u>85</u>	Notice of Filing of Official Transcript as to <u>84</u> Transcript. Party notified, filed. (dhansen, 4) (Entered: 09/30/2013)
10/02/2013	<u>86</u>	Minute Entry for proceedings held before Judge Kenneth M. Hoyt. MOTION HEARING held on 10/2/2013. Argument heard. Order to follow. Appearances:Candace Louise Curtis, Maureen Kuzik McCuchen. George William Vie, III.(Court Reporter: M. Malone), filed.(chorace) (Entered: 10/02/2013)
10/03/2013	<u>87</u>	ORDER denying <u>74</u> Motion for Order to Show Cause and Application for Judgment of Civil Contempt. The Court directs that the plaintiff employ counsel within 60 days so that the case may proceed according to the rules of discovery and evidence. (Signed by Judge Kenneth M. Hoyt) Parties notified.(rosaldana, 4) (Entered: 10/03/2013)
11/08/2013	<u>88</u>	MOTION for Approval of Disbursement to pay invoice by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 11/29/2013. (Attachments: # <u>1</u> Appendix Invoice, # <u>2</u> Proposed Order)(Vie, George) (Entered: 11/08/2013)
11/12/2013	<u>89</u>	ORDER granting <u>88</u> Motion for Approval of Disbursement.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 11/12/2013)
12/05/2013	<u>90</u>	PLAINTIFF'S MOTION for Approval of Disbursement to pay fee retainer by Candace Louise Curtis, filed. Motion Docket Date 12/26/2013. (Attachments: # <u>1</u> Proposed Order) (sbejarano, 1) (Entered: 12/06/2013)
12/12/2013	<u>91</u>	NOTICE of Setting as to <u>90</u> MOTION for Approval of disbursement to pay fee retainer. Parties notified. Telephone Conference set for 12/18/2013 at 08:30 AM by telephone before Judge Kenneth M. Hoyt, filed. (chorace) (Entered: 12/12/2013)
12/18/2013	<u>92</u>	RESPONSE to <u>90</u> MOTION for Approval of disbursement to pay fee retainer filed by Amy Ruth Brunsting, Anita Kay Brunsting. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 12/18/2013)
12/18/2013	<u>94</u>	ORDER FOLLOWING TELEPHONE SCHEDULING CONFERENCE held on December 18, 2013 at 8:30 a.m. Appearances: Candace Curtis Curtis, Jason Ostrom, George Vie, III. Pursuant to phone conference, the parties agree to seek and agree upon an accommodation that satisfies the plaintiffs request for a disbursement for attorneys fees, if they can do so. The Court sanctions this process and sets December 30, 2013 as the deadline for filing any agreement.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 01/06/2014)
12/30/2013	<u>93</u>	Agreed PROPOSED ORDER re: <u>90</u> MOTION for Approval of disbursement to pay fee retainer, filed. (Attachments: # <u>1</u> Proposed Order Agreed proposed order)(Vie, George)

20-20566.2794

		(Entered: 12/30/2013)
01/06/2014	<u>95</u>	NOTICE of Appearance by Jason B. Ostrom on behalf of Jason Ostrom, filed. (Ostrom, Jason) (Entered: 01/06/2014)
01/06/2014	<u>96</u>	AGREED ORDER granting Approval of Disbursements. (Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 01/07/2014)
02/24/2014	<u>97</u>	NOTICE of Setting. Parties notified. Telephone Conference set for 2/28/2014 at 08:30 AM by telephone before Judge Kenneth M. Hoyt, filed. (chorace) (Entered: 02/24/2014)
02/28/2014	<u>98</u>	ORDER FOLLOWING TELEPHONE SCHEDULING CONFERENCE held on February 28, 2014 at 8:30 a.m. Appearances: Jason B. Ostrom, George William Vie, III. Pursuant to phone conference conducted this day, the plaintiff, who determines that additional parties and claims may be necessary for a complete resolution of the case, also fears loss of diversity jurisdiction on the part of the Court. In this regard, and with an eye toward resolving these concerns, the plaintiff is to report the nature and extent of this progress to the Court on or before March 30, 2014. Docket call is cancelled.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 03/02/2014)
03/08/2014	<u>99</u>	MOTION for Approval of Disbursements to Pay Property Tax Bills by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 3/31/2014. (Attachments: # <u>1</u> Appendix Exhibit A, # <u>2</u> Proposed Order)(Vie, George) (Entered: 03/08/2014)
03/10/2014	<u>100</u>	Order Granting Defendants Motion for Approval of Disbursements to Pay Property Tax Bills <u>99</u> Motion for Approval.(Signed by Judge Kenneth M. Hoyt) Parties notified. (sclement, 4) (Entered: 03/10/2014)
03/26/2014	<u>101</u>	MOTION for Approval of Tax Payments by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 4/16/2014. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 03/26/2014)
03/27/2014	<u>102</u>	ORDER granting <u>101</u> Motion for Approval of Tax Payments.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 03/27/2014)
04/15/2014	<u>103</u>	MOTION for Approval of quarterly estimated income tax payments by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 5/6/2014. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 04/15/2014)
04/16/2014	<u>104</u>	ORDER granting <u>103</u> Motion for Approval of Quarterly Estimated Income Tax Payments. (Signed by Judge Kenneth M. Hoyt) Parties notified. (rosaldana, 4) (Entered: 04/16/2014)
04/22/2014	<u>105</u>	MOTION for Approval of Disbursements by Amy Ruth Brunsting, Anita Kay Brunsting, filed. Motion Docket Date 5/13/2014. (Attachments: # <u>1</u> Proposed Order)(Vie, George) (Entered: 04/22/2014)
04/22/2014	<u>106</u>	ORDER granting <u>105</u> Motion for Approval of Disbursements.(Signed by Judge Kenneth M. Hoyt) Parties notified.(chorace) (Entered: 04/22/2014)
05/09/2014	<u>107</u>	Unopposed MOTION for Leave to File First Amended Petition by Candace Louise Curtis, filed. Motion Docket Date 5/30/2014. (Attachments: # <u>1</u> Exhibit Exhibit A) (Ostrom, Jason) (Entered: 05/09/2014)
05/09/2014	<u>108</u>	First AMENDED Complaint with Jury Demand against Amy Ruth Brunsting, Anita Kay Brunsting, Does 1-100 filed by Candace Louise Curtis.(Ostrom, Jason) (Entered: 05/09/2014)
05/09/2014	<u>109</u>	Unopposed MOTION to Remand by Candace Louise Curtis, filed. Motion Docket Date 5/30/2014. (Ostrom, Jason) (Entered: 05/09/2014)

20-20566.2795

05/12/2014	<u>110</u>	Unopposed PROPOSED ORDER <i>Granting Motion for Leave to File First Amended Petition</i> re: <u>107</u> Unopposed MOTION for Leave to File First Amended Petition, filed. (Ostrom, Jason) (Entered: 05/12/2014)
05/15/2014	<u>111</u>	ORDER granting <u>107</u> Motion for Leave to File First Amended Petition.(Signed by Judge Kenneth M. Hoyt) Parties notified.(glyons, 4) (Entered: 05/15/2014)
05/15/2014	<u>112</u>	ORDER granting <u>109</u> Motion to Remand to Harris County Probate Court No. 4.(Signed by Judge Kenneth M. Hoyt) Parties notified.(glyons, 4) (Entered: 05/15/2014)
07/25/2016	<u>113</u>	MOTION for Permission for Electronic Case Filing by Candace Louise Curtis, filed. Motion Docket Date 8/15/2016. (Attachments: # <u>1</u> Letter, # <u>2</u> Proposed Order)(chorace) (Entered: 07/28/2016)
07/29/2016	<u>114</u>	ORDER denying <u>113</u> Motion for Permission for Electronic Case Filing..(Signed by Judge Kenneth M Hoyt) Parties notified.(chorace) (Entered: 07/29/2016)
08/03/2016	<u>115</u>	Plaintiff Candace Louise Curtis' Motion for Relief from Order Pursuant to Fed. Civ. P. 60(b)(3), Fed. R. Civ. P. 60(b)(6) and Fed. R. Civ. P. 60(d)(3) by Candace Louise Curtis, filed. Motion Docket Date 8/24/2016. (Attachments: # <u>1</u> Proposed Order)(dgonzalez, 5) (Entered: 08/05/2016)
08/03/2016	<u>117</u>	Other EXHIBITS re: <u>115</u> MOTION., filed. (Attachments: # <u>1</u> Continuation of Exhibits, # <u>2</u> Continuation, # <u>3</u> Continuation, # <u>4</u> Continuation, # <u>5</u> Continuation, # <u>6</u> Continuation, # <u>7</u> Continuation, # <u>8</u> Continuation, # <u>9</u> Continuation, # <u>10</u> Continuation, # <u>11</u> Continuation, # <u>12</u> Continuation, # <u>13</u> Continuation)(dgonzalez, 5) (Entered: 08/05/2016)
08/03/2016	<u>118</u>	Other EXHIBITS re: <u>115</u> MOTION by Candace Louise Curtis., filed. (Attachments: # <u>1</u> Exhibits Continue, # <u>2</u> Continuation, # <u>3</u> Continuation, # <u>4</u> Continuation, # <u>5</u> Continuation, # <u>6</u> Continuation, # <u>7</u> Continuation, # <u>8</u> Continuation, # <u>9</u> Continuation, # <u>10</u> Continuation, # <u>11</u> Continuation, # <u>12</u> Continuation, # <u>13</u> Continuation, # <u>14</u> Continuation)(dgonzalez, 5) (Entered: 08/05/2016)
08/03/2016	<u>119</u>	Other EXHIBITS re: <u>115</u> MOTION by Candace Louise Curtis., filed. (Attachments: # <u>1</u> Exhibits Continue, # <u>2</u> Continuation, # <u>3</u> Continuation, # <u>4</u> Continuation, # <u>5</u> Continuation, # <u>6</u> Continuation, # <u>7</u> Continuation, # <u>8</u> Continuation, # <u>9</u> Continuation, # <u>10</u> Continuation)(dgonzalez, 5) (Entered: 08/05/2016)
08/05/2016	<u>116</u>	Other EXHIBITS re: <u>115</u> MOTION., filed. (Attachments: # <u>1</u> Exhibits, # <u>2</u> Continuation, # <u>3</u> Continuation, # <u>4</u> Continuation, # <u>5</u> Continuation, # <u>6</u> Continuation, # <u>7</u> Continuation, # <u>8</u> Continuation, # <u>9</u> Continuation, # <u>10</u> Continuation)(dgonzalez, 5) (Entered: 08/05/2016)
08/05/2016	<u>120</u>	Plaintiff Candance Louise Curtis Motion for Sanctions With Points and Authorities Preliminary Statement by Candace Louise Curtis, filed. Motion Docket Date 8/26/2016. (Attachments: # <u>1</u> Exhibit Transcript, # <u>2</u> Exhibit)(mxperez, 5) (Entered: 08/09/2016)
08/10/2016	<u>121</u>	PLAINTIFF'S NOTICE OF RELATED CASE (Local Rule 5.2) by Candace Louise Curtis, filed. (szellers, 7) (Entered: 08/11/2016)
08/10/2016	<u>122</u>	PLAINTIFF CANDACE LOUISE CURTIS' MOTION FOR PERMISSION FOR ELECTRONIC CASE FILING by Candace Louise Curtis, filed. Motion Docket Date 8/31/2016. (Attachments: # <u>1</u> Proposed Order)(szellers, 7) (Entered: 08/11/2016)
03/09/2017	<u>123</u>	ORDER denying <u>122</u> Motion or Access to the Courts Electronic Filing System.(Signed by Judge Kenneth M Hoyt) Parties notified.(chorace) (Entered: 03/09/2017)
03/20/2019	<u>124</u>	MOTION for Order to Show Cause Why Defendants and Their Counsel Should not be Held in Contempt of this Court's Injunctive Orders by Candace Louise Curtis, filed. 20-20566-2796

		Motion Docket Date 4/10/2019. (sguevara, 4) (Entered: 03/20/2019)
04/15/2019	<u>125</u>	AFFIDAVIT of Candace Louise Curtis in Support re: <u>124</u> MOTION for Order to Show Cause as to Held in Contempt of this Court's Injunctive Orders, filed. (Attachments: # <u>1</u> Proposed Order)(dwilkerson, 3) (Entered: 04/16/2019)
04/23/2019	<u>126</u>	NOTICE of Setting as to <u>124</u> MOTION for Order to Show Cause as to Held in Contempt of this Court's Injunctive Orders. Parties notified. Telephone Conference set for 5/8/2019 at 09:15 AM before Judge Kenneth M Hoyt, filed. (On "Meet-Me" Line) (chorace) (Entered: 04/24/2019)
05/08/2019	<u>127</u>	ORDER FOLLOWING TELEPHONE SCHEDULING CONFERENCE held on May 8, 2019 at 9:15 a.m. Appearances: Candace Curtis (pro se). (Court Reporter: J. Sanchez) Before the Court is the pro se plaintiffs, Candace Curtis, motion for an order directed to certain defendants to show cause why they should not be held in contempt for violating the Courts Preliminary Injunction entered on April 19, 2013. The Court is of the opinion that, having transferred the case to the Harris County Probate Court, it no longer has jurisdiction of the case. Therefore, the relief requested is Denied. (Signed by Judge Kenneth M Hoyt) Parties notified.(chorace) (Entered: 05/09/2019)
07/17/2020	<u>128</u>	Ex Parte MOTION for Relief from Judgment by Candace Louise Curtis, filed. Motion Docket Date 8/7/2020. (Attachments: # <u>1</u> Exhibit Exhibit A, # <u>2</u> Exhibit Exhibit B, # <u>3</u> Exhibit Exhibit C, # <u>4</u> Exhibit Exhibit D, # <u>5</u> Exhibit Exhibit E, # <u>6</u> Exhibit Exhibit F, # <u>7</u> Exhibit G)(Schwager, Candice) (Entered: 07/17/2020)
07/17/2020	<u>129</u>	Ex Parte PROPOSED ORDER <i>on Rule 60 motion for relief</i> re: <u>128</u> Ex Parte MOTION for Relief from Judgment, filed.(Schwager, Candice) (Entered: 07/17/2020)
07/17/2020	<u>130</u>	NOTICE of Appearance by Candice Leonard Schwager on behalf of Candace Louise Curtis, filed. (Schwager, Candice) (Entered: 07/17/2020)

PACER Service Center			
Transaction Receipt			
08/11/2020 09:20:01			
PACER Login:	nealspielman:5866922:0	Client Code:	Brunsting
Description:	Docket Report	Search Criteria:	4:12-cv-00592
Billable Pages:	10	Cost:	1.00

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, <i>et al</i> ,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-592
	§	
ANITA KAY BRUNSTING, <i>et al</i> ,	§	
	§	
Defendants.	§	

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

The matter before the Court is the Plaintiff's Motion to Remand. Plaintiff seeks remand of the case to state court on substantive and procedural grounds including a lack of complete diversity between the parties and the existence of similar questions of law and fact currently pending before Harris County Probate Court Number Four under Cause Number 412,249. The Court finds that the remand should be GRANTED.

The Court finds that Plaintiff originally filed her Petition against Defendants Anita Brunsting and Amy Brunsting as Co-Trustees of the Brunsting Family Trust and that diversity jurisdiction existed between Plaintiff and Defendants. Plaintiff has sought and been granted leave to file her First Amended Petition, in which she has named additional necessary parties including Carl Brunsting, individually and as Executor of the Estate of Nelva Brunsting and Carole Ann Brunsting, which has destroyed diversity jurisdiction. Plaintiff's First Amended Petition also alleges questions of law and fact similar to those currently pending in Harris County Probate Court Number Four under Cause Number 412,249, and that the possibility of inconsistent judgments exists if these questions of law and fact are not decided simultaneously. The Court further finds that no parties are opposed to this remand and that no parties have filed any objection thereto.

It is, therefore, ORDERED that this case shall be and hereby is remanded to Harris County Probate Court Number Four, to be consolidated with the cause pending under Cause Number 412,429.

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.

A handwritten signature in black ink, appearing to read "Kenneth M. Hoyt", written over a horizontal line.

Kenneth M. Hoyt
United States District Judge

Cause Nos. 412,248; 412,249; 412,249-401; 412,249-402

In Re: ESTATES OF	§	IN THE PROBATE COURT
	§	
Elmer H. Brunsting,	§	NUMBER FOUR (4) OF
	§	
DECEASED	§	HARRIS COUNTY, TEXAS
	§	
Nelva E. Brunsting,	§	
	§	
DECEASED	§	

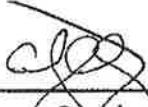
NOTICE OF SUBSTITUTION OF COUNSEL OF RECORD AND APPEARANCE

TO THE HONORABLE PROBATE COURT:

Please take notice that undersigned PLAINTIFF, CANDACE LOUISE CURTIS, pro se, substitutes and appears as Counsel of Record on behalf of self, replacing Jason Ostrom, Ostrom/Morris, and Ostrom/Sain in the above-captioned Cause Number(s). All pleadings and notices in this matter should be served on the undersigned.

Respectfully submitted,
Saturday, March 28, 2015

RECEIVED
MAR 30 2015
BY: *bl*



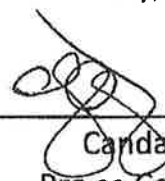
Candace Louise Curtis
Pro se Counsel of Record
218 Landana Street
American Canyon, CA 94503
occurtis@sbcglobal.net

Certificate of Service:

I hereby certify that a true and correct copy of the foregoing instrument was served via U.S. Mail in accordance with Texas Rule of Civil Procedure 21a on the following on the 28th day of March, 2015, with courtesy notice via Email:

<p>Jason B. Ostrom Ostrom/Sain, LLP 5020 Montrose Blvd., Suite 310 Houston, TX 77006 jason@ostromsain.com</p> <p>Jason B. Ostrom/R. Keith Morris, III Ostrommorris, PLLC 6363 Woodway, Suite 300 Houston, TX 77057 Jason@ostrommorris.com Keith@ostrommorris.com</p> <p>Bobbie G. Bayless Bayless and Stokes 2931 Ferndale Houston, TX 77098 bayless@baylessstokes.com Counsel for Carl Henry Brunsting</p>	<p>Darlene Payne Smith Crain, Caton and James 1401 McKinney, 17th Floor Houston, TX 77010 dsmith@craincaton.com Counsel for Carole Ann Brunsting</p> <p>Bradley E. Featherston The Mendel Law Firm, LP 1155 Dairy Ashford, Suite 104 Houston, TX 77079 brad@mendellawfirm.com Counsel for Anita Kay Brunsting</p> <p>Neal E. Spielman Griffin & Matthews 1155 Dairy Ashford, Suite 300 Houston, TX 77079 nspielman@grifmatlaw.com Counsel for Amy Ruth Brunsting</p>
--	---

Saturday, March 28, 2015



Candace Louise Curtis
Pro se Counsel of Record
218 Landana Street
American Canyon, CA 94503
occurtis@sbcglobal.net

RECEIVED APR 19 2016

Candace Louise Curtis
218 Landana Street
American Canyon CA 94503
925-759-9020
occurtis@sbcglobal.net

April 16, 2016

To Anita Brunsting and Amy Brunsting and their Counsel of Record:

Please take note that Candace Louise Curtis v Anita Brunsting and Amy Brunsting, et al. (Curtis v Brunsting) is a distinctly separate suit from the claims filed by Carl Brunsting, whether individually or on behalf of the estate of Nelva Brunsting.

Curtis v Brunsting began in the federal Court 11 months before the estate's claims were filed in the Harris County District Court January 29, 2013, and 14 months prior to the claims filed in the Harris County Probate Court April 9, 2013.

Curtis v Brunsting came to the Harris County Probate Court under a remand order obtained by defendants as part of a stipulated agreement. The remand order is on file with the Probate Court accepted without qualification or reservation. The order in pertinent part reads:

It is further, ORDERED that all Orders rendered by this Court shall carry the same force and effect through the remand that they would have had if a remand had not been ordered.

SIGNED on this 15th day of May, 2014.

Defendants and their Counsel are advised that they are in violation of the federal injunction and orders issued April 9, 2013 by The Honorable Judge Kenneth Hoyt, United States District Court Judge for the Southern District of Texas, and in violation of other specific orders issued by Judge Hoyt in the course of the federal litigation as reflected in the transcripts of the federal hearings on file with the Probate Court.

The "federal and state rules impose a duty of candor, good faith and fair dealing on attorneys representing clients in the courts and in the matter at issue this notice is required by Fed. R. Civ. P. 11(b).

Counsel is further advised that violation of a federal injunction is a very serious matter and may be treated as a mere civil contempt, but may also result in criminal sanctions under Title 18 of the United States Code, depending upon the severity of the violations.

The violations I am looking at are extremely serious and involve continued refusal to act and continued misapplications of valuable consideration in direct violation of a federal injunction not to mention the law of the Brunsting trust(s).

Counsel and their clients have willfully violated federal Court orders, including but not limited to an order for disclosures of information to Plaintiffs and all the other beneficiaries. The Court also entered an order that paying Defendants' attorney's fees is not a liability of the trust

and that attorneys can only be paid from the trust by the mutual agreement of all the beneficiaries. My consent has neither been requested, nor has it been given, nor have I received complete disclosures of the information ordered by the federal Court.

Counsel and their clients are also reminded that the remand from the federal to the state court was the product of a multi-faceted arrangement in which Defendants and their counsel agreed to honor the federal court injunction and the orders entered as if there had been no remand.

Plaintiff Curtis respectfully requests that counsel advise as to how it would remedy its multitude of ethical violations within 21 days, as provided by Rule 11(b). The rest of this message is contained in those rules.

Please see attached Rule 11(b) Motion for Sanctions with Points and Authorities.

Sincerely,



Candace L. Curtis

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

Candace Louise Curtis
Rik Wayne Munson
Private Attorneys General Plaintiffs

vs.

Civil Action No. _____

Candace Kunz-Freed
Albert Vacek, Jr.
Bernard Lyle Mathews III
Neal Spielman
Bradley Featherston
Stephen A. Mendel
Darlene Payne Smith
Jason Ostrom
Gregory Lester
Jill Willard Young
Christine Riddle Butts
Clarinda Comstock
Toni Biamonte
Bobbie Bayless
Anita Brunsting
Amy Brunsting
Does 1-99
Defendants in their individual capacities

United States Courts
Southern District of Texas
FILED

JUL 05 2016

David J. Bradley, Clerk of Court

Demand for Jury Trial

VERIFIED COMPLAINT FOR DAMAGES

1. 18 U.S.C. §1962 (c) Violations of the Racketeer Influenced Corrupt Organization Act involving multiple predicate acts that include both spoke and hub, and chain conspiracies.
2. 18 U.S.C. §1962 (d) Conspiracy to violate 18 U.S.C. §1962 (c)
3. 42 U.S.C. §1983 Substantive Due Process State Actor Conspiracy Against Civil Rights;
4. 42 U.S.C. §1985 Conspiracy to Deny Equal Protection of Law;
5. 18 U.S.C. §242 Conspiracy to deprive plaintiff of impartial forum;
6. Breach of Fiduciary to the Public Trust;
7. In Concert Aiding and Abetting Breach of Fiduciary both Public and Private;
8. In Concert Aiding and Abetting Misapplication of Fiduciary; and,
9. The right of claims provided at 42 U.S.C. §1988(a), 18 U.S.C. §1964 (c) and Rule 10b-5 Securities Exchange act of 1934 (17 C.F.R. §240.10b-5) and the right of private claims implied therefrom.

This lawsuit raises concerns affecting the public interest

MacIntyre, McCulluch, Stanfied & Young LLP

51. The MacIntyre, McCulluch, Stanfied & Young L.L.P Law firm constituted an "enterprise," as defined in Title 18, United States Code, Section 1961(4) a legal entity associated with Harris County Probate Court, an enterprise engaged in, and the activities of which affected interstate and foreign commerce.

52. Defendant Jill Willard Young was employed by or associated with the MacIntyre, McCulluch, Stanfied & Young LLP law firm.

V. Enterprise in Fact Association

53. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth.

54. At all times material to this complaint:

55. Defendants Candace Kuntz-Freed, Albert Vacek Jr., Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, and Bobbie Bayless, were attorneys and officers of the Court practicing in the Harris County Probate Court, a legal entity, which was engaged in, and the activities of which affected interstate and foreign commerce in the Southern District of Texas and elsewhere within the Jurisdiction of the Court and were thus state actors within the meaning of 42 U.S.C. §1983 and 18 U.S.C. §1951, liable in their individual capacities.

56. At various times material to this complaint Defendants Candace Kuntz-Freed, Albert Vacek Jr., Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, Christine Riddle Butts, Clarinda Comstock, and Bobbie Bayless, were persons associated together in fact for the common purpose

of carrying out an ongoing criminal enterprise, as described in this Complaint; namely, through a multi-faceted campaign of lies, fraud, threats and official corruption in furtherance of a conspiracy involving a pattern of racketeering activity, constituting various "enterprise in fact associations" as defined in Title 18 United States Code Section 1961(4), which engaged in, and the activities of which affected interstate and foreign commerce. (See *Boyle v. United States*, 129 S. Ct. 2237, (2009)).

Harris County Tomb Raiders a.k.a. The Probate Mafia

57. At all times material to this complaint the "Harris County Tomb Raiders" (HCTR) was a secret society of persons, both known and unknown to Plaintiffs, associated together in fact for the common purpose of carrying out an ongoing criminal theft enterprise, as described in this Complaint; namely, through a multi-faceted campaign of lies, fraud, threats, and official corruption in furtherance of a conspiracy involving a pattern of racketeering activity as hereinafter more fully appears.

58. All Public Actor Defendants are believed to be regular participants in this secret society.

CLAIM 2
The Racketeering Conspiracy 18 U.S.C. 1962(C)

59. From various unknown dates, and continuing thereafter up to and including July 2008, and continuing thereafter up to and including March 9, 2016 and continuing thereafter, in the Southern District of Texas and elsewhere within the jurisdiction of the Court, the Defendants: Candace Kuntz-Freed, Albert Vacek Jr., Bernard Lyle Mathews III, Neal Spielman, Bradley Featherston, Stephen A. Mendel, Darlene Payne Smith, Jason Ostrom, Gregory Lester, Jill Willard Young, Christine Riddle Butts, Clarinda Comstock, Toni Biamonte, Bobbie Bayless, Anita Brunsting, and Amy Brunsting, together with others known and unknown to Plaintiffs,

Harris County Probate Court, an enterprise, which engaged in, and the activities of which affected interstate and foreign commerce, to judicially kidnap and rob the elderly, our most vulnerable citizens, of their freedom, dignity, fundamental human and civil rights and property accumulated throughout a lifetime, often also robbing heirs and beneficiaries of familial relations and inheritance expectancies.

72. It was part of the racketeering conspiracy that Defendants would commit violations of constitutionally protected rights under the guise of a statutory scheme.

73. It was understood that each conspirator would participate in the commission of at least two acts of racketeering activity in the conduct of the affairs of the enterprise, as part of the racketeering conspiracy.

74. It was also a part of the racketeering conspiracy that Defendants, acting in concert, both individually and severally, would and did promote, conceal, and otherwise protect the purposes of the racketeering activity from possible criminal investigation and prosecution as hereinafter more fully appears.

VI. Purposes of the Racketeering Activity

75. Plaintiffs incorporate by reference herein all allegations set forth above and below, and by this reference incorporate the same herein and makes each a part hereof as though fully set forth and alleges that:

76. From an unknown date and continuing thereafter up to and including the specific events complained of herein, these Defendants, in concert with persons both known and unknown to Plaintiffs, individually and severally, conspired to participate and did participate in an organized criminal consortium for the purpose of actively redirecting trust, estate and other

third party property into the state probate courts, where Defendants operate to convert third party property to their own unjust self-enrichment.

77. It was a purpose of the racketeering activity that Defendants, acting in concert, both individually and severally, would and did loot assets held by private trusts and estates against the will of the victims, family members, and friends, through the use of guardianship protection statutes and other schemes.

78. It was a purpose for the racketeering activity that trust and estate plan attorneys acting in concert with other attorneys and with persons both known and unknown to Plaintiffs, would and did exploit the elders of our society for the purpose of syphoning off the assets of our eldest and most vulnerable citizens through the aforementioned schemes and artifices, as exemplified herein and elsewhere in the public domain and as hereinafter more fully appears.

79. The purpose for the racketeering activity was to facilitate the looting of wealth, also known as Involuntary Redistribution of Assets (IRA) from its rightful owners, for the unjust enrichment of attorneys and other legal professionals operating out of state probate courts, including but not limited to Harris County Probate Court No. 4 and these co-conspirator Defendants.

80. The specific quid pro quo method of profit sharing is unknown to Plaintiffs but appears to include political aspiration, judicial favors, campaign contributions, bribes and kickbacks, cronyism and “Good Ole Boy” networking.

81. The conclusion that there is a reciprocal stream-of-benefits necessarily flows from the facts of the in-concert illegal activities of the co-conspirators, as exemplified herein.

82. Based upon personal knowledge and upon information and belief Plaintiffs allege that:

83. The above enumerated "RICO Defendants" unlawfully, knowingly and willfully combined, conspired, confederated and agreed together and with others to violate 18 U.S.C. §1962(c) as described herein, in violation of 18 U.S.C. § 1962(d).

84. Upon information and belief, Each RICO Defendant knew about and agreed to facilitate the Enterprise's scheme to obtain property from Plaintiff and others, and to participate, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C. §1962(c).

85. The RICO Defendants knew that they were engaged in a conspiracy to commit the predicate acts, and they knew that the predicate acts were part of such racketeering activity, and that the participation and agreement of each of them was necessary to allow the commission of this pattern of racketeering activity. This conduct constitutes a conspiracy to violate 18 U.S.C. § 1962(c), in violation of 18 U.S.C. §1962(d).

86. Each of the above named RICO Defendants conducted or participated, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a "pattern of racketeering activity" within the meaning of 18 U.S.C. § 1961 (5) and in violation of 18 U.S.C. § 1962(c) & (d), to wit:

Commercial Purpose

87. The constituent members comprising each ENTERPRISE are engaged in a concerted campaign to extort, defraud, trick, deceive and corruptly persuade their client victims (probate court litigants) to exercise proprietary control over, and extract maximum value from,

the target trust and/or estate, in much the same way a bankruptcy trustee operates to control a bankruptcy estate.

88. Further, in unfairly protecting their commercial purposes, each ENTERPRISE operative works with the others to harass, threaten, abuse, denigrate, impugn, threaten, and intimidate litigants, competitors, critics, reformers, and others.

89. The various ENTERPRISES operate as a “cabal”, a semi-private, sometimes secret, informal affiliation of entities with public presence and identity that is wholly or partially inaccurate and misleading as to the true goals, affiliations, and processes of the cabal.

90. The ENTERPRISES achieve their respective purposes by collusion among operators and affiliates, who in their COMMERCIAL SPEECH represent to their clients that the relationships among the members are in compliance with legal and ethical PROFESSIONAL DUTIES when they, in fact, are not.

91. Funded by fraudulent exploitation of the parties, ENTERPRISE operators and affiliates engage in bribery, exchanging value, emoluments, patronage, nepotism, and/or kickback schemes within their networks to assure system-wide “cash flow” and continued viability and vitality of the ENTERPRISES.

92. ENTERPRISES refuse such cooperation with non-affiliates, thereby barring potential competitors. These bars include fraudulently manipulated referrals, representations, certifications, nepotism, illegal antitrust tactics, and manufactured pitfalls to support the pervasive “who you know” method the cabal uses in defiance of the rule of law.

93. Probate Mafia operators, like the attorney Defendants here, regularly breach one or more of their PROFESSIONAL DUTIES of loyalty, zealous advocacy, fiduciary

responsibility, and professional competence through one or more “false flag” frauds to induce, deprive, or deceive clients and other litigants not schooled in the law. These “False Flag” maneuvers involve one or more COMMERCIAL SPEECH misrepresentations to unsophisticated layperson parties, thereby depriving them of the benefits of legitimate legal professional services and perpetrating fraud upon the Court.

94. Probate Mafia operatives have developed numerous pernicious tools to maximize their benefits from the wealth redistribution. A prominent artifice is the “independent” appointee that appears in virtually every case.

95. Probate Mafia schemes and artifices also include such practices as Poser Advocacy. “Poser Advocacy” is the practice and sale of what appears to be the practice of law to inexperienced parties. Attorneys engaging in poser advocacy act to appeal to their client’s emotions, greed, or other untoward ends to generate fees, with no beneficial legal work performed.

96. Poser Advocates write angry letters, exchange worthless formwork discovery, and repeatedly file baseless amendments and motions with no hope of productive benefit, for the sole purpose of generating a bill.

97. In the more sophisticated commercial legal marketplace poser advocacy is not tolerated, as clients insist upon, and attorneys abide by, legitimate practice and ethical standards.

98. Because of the unique nature of the clients and market, Probate Mafia members like these are generally able to pass off Poser Advocacy as if it was real legal work. It is not.

99. In the Probate Mafia enterprise scheme of things the familial wealth hijacker represents an exploitation opportunity and, as such, receives special attention.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Curtis, et al	§	
Plaintiffs	§	
	§	Civil Action No. 4:16-cv-01969
v	§	
	§	The Honorable Alfred Bennett
Kunz-Freed, et al	§	
Defendants	§	

PLAINTIFF’S ANSWER TO DEFENDANT JASON OSTROM’S FEDERAL RULE OF CIVIL PROCEDURE 12(B)(6) MOTION TO DISMISS

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I. Nature and Stage of the Proceedings

1. Plaintiffs brought the above titled action pursuant to 18 U.S.C. §1964(c) alleging Racketeer Influenced Corrupt Organization Act violations of 18 U.S.C. §1962(c) and 18 U.S.C. §1962(d), both individually and as private attorneys general on behalf of the public trust, on July 5, 2016 in the Southern District of Texas.
2. On October 31, 2016, Defendant Jason Ostrom filed a Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6). (Dkt 78).

II. Contextual Summary

3. Plaintiff Candace Louise Curtis (Curtis) lives in California and is a beneficiary of inter vivos trusts having a situs in Houston, Texas.
4. Other beneficiaries of the trusts include Plaintiff Curtis’ siblings: Carl Brunsting, Carole Brunsting, and Defendants Amy Brunsting and Anita Brunsting. (Dkt 33-1, 33-2 and 33-3)

5. Neither Plaintiff Curtis nor any of her siblings is an heir to, and none has inheritance expectancy, from the “Brunsting Estates” (Dkt 41-3 and 41-4)¹.

III. History of “The Trust”

6. In 1996 Elmer Brunsting and his wife Nelva Brunsting created the original Brunsting Family Living Trust for their benefit, for the benefit of their five primary issue, as well as for their remaindermen grandchildren and great grandchildren. (Dkt 34-1)

7. The Brunstings restated their Trust in 2005 (Dkt 33-2) removing Anita Brunsting as successor trustee and appointing Carl and Amy Brunsting as successor co-trustees, and naming Candace Curtis as alternate.

8. The Brunstings amended their restatement in 2007 (Dkt 33-3), to remove Amy Brunsting as a successor co-trustee, appointing Candace in her place, and naming Frost Bank as the alternate. It would appear from this sequence of events that Elmer and Nelva sought to prevent what has since occurred.

9. Elmer Brunsting was declared incompetent in June 2008 and on July 1, 2008 the first illicit successor trustee appointment to the Brunsting Trust was apparently drafted and notarized by Candace Kunz-Freed, claiming a change in jointly selected successor trustees had been made by Nelva Brunsting alone. (Exhibit 1) That instrument portends to have placed Anita Brunsting back in a trustee position.

10. Elmer Brunsting passed on April 1, 2009. At the death of Elmer Brunsting the inter vivos “family” trust became irrevocable and its assets were divided between an irrevocable decedent’s trust and a revocable survivor’s trust (Dkt 34-2 Articles III & VII).

¹ See *Curtis v Brunsting* 704 F.3d 406 regarding the Brunsting inter vivos Trusts

11. First named successor co-trustee Carl Brunsting fell ill with encephalitis on or about July 3, 2010 and by August 25, 2010 the extortion instrument² had been drafted and notarized by Candace Freed, naming Anita and Amy Brunsting successor co-trustees.

IV. A History of the Litigation

12. Candace Curtis v Anita and Amy Brunsting is a breach of fiduciary action seeking accounting and disclosures, filed in the Southern District of Texas on February 27, 2012, (Exhibit 2) and was dismissed under the Probate exception to federal diversity jurisdiction March 8, 2012. Plaintiff Curtis filed a timely notice of appeal.

13. On March 9, 2012 Defendant Bobbie Bayless filed a Petition to take depositions before suit in the Harris County District Court styled, “In Re: Carl Henry Brunsting. (Exhibit 3)

14. On January 9, 2013 the Fifth Circuit issued a unanimous opinion with Order for Reverse and Remand published *Curtis v Brunsting* 704 F.3d 406 (Dkt 34-4).

15. On January 29, 2013 Defendant Bobbie Bayless filed a suit in the Harris County District Court against Defendants Vacek & Freed, in the name of the “Estate of Nelva Brunsting” raising only trust related issues. (Dkt 34-5)

16. In late 2013 Plaintiff Curtis enlisted the assistance of Houston Attorney Jason Ostrom.

17. Immediately upon appearing as Plaintiff Curtis’ representative in the federal lawsuit, Curtis v Brunsting 4:12-cv-592, Defendant Jason Ostrom arranged a remand to the Harris County Probate Court to consolidate Plaintiff Candace Curtis’ lawsuit with that of her brother Plaintiff Carl Brunsting, (Dkt 26-1) allegedly to afford complete relief to the parties.

18. It should be noted that Ostrom amended Curtis’ federal complaint to add Carl Henry Brunsting as an “Involuntary Plaintiff”, in order to pollute diversity so he could perfect a remand

² The alleged August 25, 2010 “Qualified Beneficiary Designation and Testamentary Power of Appointment Under Living Trust Agreement” a.k.a. 8/25/2010 QBD.

to state court to consolidate the first filed Plaintiff, Candace Curtis, with later filed state court Plaintiff Carl Brunsting, where federal plaintiff Curtis was named a Defendant only. (Dkt 34-7) (see also Dkt 57-1 and 57-2)

19. Defendant Ostrom thereafter abandoned “Plaintiff Curtis” and “Curtis v Brunsting” in the probate court record, pleading only under the heading of “Estate of Nelva Brunsting” (Exhibits 4 and 5 attached).

V. Statement of the Issues

1. Plaintiffs have not adequately pleaded the necessary predicate acts;
2. The plaintiffs have not stated a RICO claim under section 1962(c);
3. Plaintiffs have failed to adequately plead with particularity their fraud-based predicate acts as required by Federal Rule 9(b);
4. Plaintiffs have failed to plead reliance in connection with their fraud related claims;
5. Plaintiffs failed to plead a cognizable RICO enterprise;
6. Plaintiffs enterprise allegations are too vague and conclusory
7. Plaintiffs' claims should be dismissed because Plaintiffs' allegations do not satisfy RICO's proximate cause standard.

VI. The Argument

20. The RICO complaint articulates, with specificity, more than 40 events, each of which is listed as a RICO predicate act at 18 U.S.C. §1961(1) and each Defendant is accused of in-concert aiding and abetting. It is unnecessary for Plaintiffs to plead that each defendant personally committed two or more predicate acts.

*To be convicted of conspiracy to violate RICO under § 1962(d), the conspirator need not himself have committed or agreed to commit the two or more predicate acts, such as bribery, requisite for a substantive RICO offense under § 1962(c). Section 1962(d)-which forbids "any person to conspire to violate" § 1962(c)-is even more comprehensive than the general conspiracy provision applicable to federal crimes, § 371, since it contains no requirement of an overt or specific act to effect the conspiracy's object. Presuming Congress intended the "to conspire" phrase to have its ordinary meaning under the criminal law, see *Morissette v. United States*, 342 U. S. 246, 263, well-established principles and contemporary understanding demonstrate that, although a conspirator must intend to further an*

endeavor which, if completed, would satisfy all of the elements of a substantive criminal offense, it suffices that he adopt the goal of furthering or facilitating the criminal endeavor, and he need not agree to undertake all of the acts necessary for the crime's completion. Salinas' contrary interpretation of § 1962(c) violates the foregoing principles and is refuted by Bannon v. United States, 156 U. S. 464, 469. Its acceptance, moreover, is not required by the rule of lenity, see United States v. Shabani, 513 U. S. 10, 17. Even if Salinas did not accept or agree to accept two bribes, there was ample evidence that the sheriff committed at least two predicate acts when he accepted numerous bribes and that Salinas knew about and agreed to facilitate the scheme, and this is sufficient to support Salinas' conviction under § 1962(d). Pp. 61-66. United States v Salinas 654 F.2d 319

21. It is also only necessary to show the defendant associated with the criminal venture, purposefully participated in the criminal activity, and sought by his actions to make the venture successful. *United States v. Landerman*, 109 F.3d 1053, 1068 n.22 (5th Cir. 1997). Jason Ostrom's conduct inarguably meets and exceeds this criterion.

22. A defendant associates with a criminal venture if he shares in the criminal intent of the principal, and the defendant participates in criminal activity if he has acted in some affirmative manner designed to aid the venture. *Landerman*, 109 F.3d at 1068 n.22. The level of participation may be of relatively slight moment. *Leos-Quijada*, 107 F.3d at 794. Also, it does not take much evidence to satisfy the facilitation element once the defendant's knowledge of the unlawful purpose is established. *United States v. Bennett*, 75 F.3d 40, 45 (1st Cir. 1996).³

23. Jason Ostrom's overt acts clearly intended to convert the Brunsting trusts into assets of a probate estate by masquerading Curtis v Brunsting behind an "estate" label.

VII. Res Judicata and Collateral Estoppel

1. The Brunsting Trusts are not a Probate Matter

24. The Brunsting Trusts are not assets belonging to the Estates of Elmer or Nelva Brunsting and are not subject to probate administration.

³ US Attorneys' Criminal Resource Manual CRM 2474

25. That finding of fact and conclusion of law was settled by the Justices of the Fifth Circuit Court of Appeals⁴ when Plaintiff Curtis' original petition survived the probate exception to federal diversity jurisdiction.

26. Moreover, the "Estate" inventory (Dkt 41-7) approved March 27, 2013, contains only an old car and the claims pending against Vacek and Freed in the Harris County District Court and was followed immediately by two drop orders. (Dkt 41-5 and 6).

27. The Fifth Circuit Court of Appeals on review held that Curtis v Brunsting was a matter relating only to an inter vivos trust not in the custody of a state court, that the assets in the inter vivos trust were not assets belonging to any "Estate" and were not subject to probate administration. (Dkt 34-4)

28. Defendant Ostrom, (Dkt 78) like Defendants Vacek & Freed (Dkt 19 and 20), Bobbie Bayless (Dkt 23), Jill Willard Young (Dkts 25, 38), Anita Brunsting (Dkt 30) Amy Brunsting (Dkt 35), Steven Mendel/Bradley Featherston (Dkt 36), Neal Spielman (Dkt 39 and 40), Christine Riddle Butts, Clarinda Comstock and Tony Baiamonte (Dkt 53), claim the Racketeer Influenced Corrupt Organization Act action before this Honorable Court arises from a "Probate Case" or "Probate Matter". However, the so called "Probate Matter" does not speak to anything but the Brunsting Trusts.

29. The Fifth Circuit found that Plaintiff Curtis' federal lawsuit was exclusively related to the Brunsting inter vivos Trusts, that those trusts were not in the custody of any state court, that trust assets were not property of any estate and that even though the wills had been since filed and there was an ongoing probate of the estate, the assets in an inter vivos trust are not property

⁴ Curtis v. Brunsting 704 F.3d 406

belonging to an estate and would not be subject to probate administration. Jason Ostrom's remand to state court did not change that.

30. The Circuit Court also noted that the only heir to the Estates of Elmer and Nelva Brunsting was the Brunsting Trust.

31. The Circuit Court also reiterated the long standing doctrine of custodia legis, citing to the United States Supreme Court in *Marshall v. Marshall*⁵ for the proposition that no court can assume in rem jurisdiction over a res in the custody of another court. (Dkt 34-4)

32. Two actions were filed in state courts subsequent to Curtis reverse and remand back to the federal Court. Both state court suits were brought in the name of the "Estate of Elmer and Nelva Brunsting" and both suits raised only claims relating to the Brunsting trusts, then in the custody of a federal Court.

33. Federal Plaintiff Curtis is not an heir to any estate and neither are the other trust beneficiaries. The trust is the only heir to any estate and alleged trespass against the trust is against the named beneficiaries, not against any estate. Plaintiff Curtis is a real party in interest in the Brunsting Trusts, but not in any estate.

34. Defendant Ostrom admits to causing the case of *Curtis v Brunsting* 5:12-cv-592 to be remanded to Harris County Probate Court. However, Mr. Ostrom characterizes the remand as "*remanding the case back to Harris County Probate Number 4*", (Dkt 78 Page 4 of 24 unnumbered paragraph 7), as if to imply Plaintiff Curtis was some kind of escapee being returned to the custody of Harris County Probate Number 4, when Plaintiff Curtis had never been to Harris County Probate Court and had no claims pending there.

⁵ 547 U.S. 293, 126 S. Ct. 1735, 164 L. Ed. 2d 480 (2006).

35. Plaintiff Curtis retained Defendant Jason Ostrom in the federal court matter under the letterhead of Ostrom/Sain. After effecting a remand to state probate court Ostrom pled exclusively under the heading “Estate of Nelva Brunsting”, which Plaintiff Curtis’ lawsuit is not.

VIII. Sufficiency of the Pleadings

36. Defendant Ostrom claims Plaintiffs fail to plead a cognizable RICO claim, enterprise, fraud based acts, reliance or proximate cause.

37. Such assertions can only be ground upon an unfamiliar view of the law, as surely Defendant cannot honestly plead ignorance of his acts or the facts when his proclaimed station requires him to be knowledgeable of the records and pleadings in the cases he claims to be an attorney in.

38. Plaintiffs more than adequately plead Harris County Probate Court as both the RICO enterprise and a victim of the racketeering activity.

39. In *Cedric Kushner Promotions, Ltd. v. King*, 533 U.S. 158, 164 (2001), the Supreme Court stated:

*The Court has held that RICO both protects a legitimate “enterprise” from those who would use unlawful acts to **victimize** it, United States v. Turkette, 452 U.S. 576, 591 (1981), and also protects the public from those who would unlawfully use an “enterprise” (whether legitimate or illegitimate) as a “vehicle” through which “unlawful . . . activity is committed,” National Organization for Women, Inc., 510 U.S. [249,] 259 (1994).*

40. Plaintiffs plead cognizable predicate acts with the necessary particularity and Plaintiffs plead acts demonstrative of conspiracy and of aiding and abetting with more particularity in each reply to motions to dismiss.

41. This Probate Bully Mob of RICO Defendants fully intended to trap the Brunsting siblings in a cycle of vacuous paper exchanges to maximize attorney billing profits while resolving

absolutely nothing on the public record, in order to protect the racketeering activity from discovery and investigation by legitimate law enforcement resources.

42. Each of the “RICO Defendants” aided and abetted the conspiracy in violation of 18 U.S.C. §§2 and 1962(d) and now come before this Honorable Court claiming their attempt to bust the Brunsting trusts for their own personal gain is a bitter sibling dispute over the administration of their parents’ estate. Nothing could be further from the truth.

43. While real damages are difficult to calculate without fiduciary disclosures, the additional injury resulting from five years of improperly motivated “litigation” posturing, directly and proximately caused by these Defendants illicit conduct, are tangible, concrete, calculable and a matter of public record.

44. Every one of the Brunsting beneficiaries has been injured by the fraud perpetrated on the federal and state courts, upon the Brunsting family and upon Plaintiffs by these Defendants.

45. Jason Ostrom was instrumental in the plot to treat the Brunsting Trusts as if they were a probate asset and his feigned ignorance of the legal precedents set by pro se Curtis in this extended Brunsting Trusts litigation, is in direct conflict with his fiduciary obligation to know.

46. Defendant Jason Ostrom’s feigned ignorance of law and fact are not defenses.

47. Defendant Ostrom also makes dubious statements regarding Plaintiff Munson’s participation in protecting Plaintiff Curtis’ property interest and those of the Brunsting trusts.

48. That participation is common knowledge and a matter of public record.

49. The name Rik Munson appears for the first time at Docket entry 9 in Curtis’ original federal lawsuit and appears a total of ten times in the Official record on Appeal to the Fifth Circuit in 2012. (CA No. 12-20164)

IX. Amendment and Adoption by Reference

50. Pursuant to the authority provided by Federal Rule of Civil Procedure 10(b) and Federal Rule of Civil Procedure 15(a)(1), Plaintiffs hereby adopt and incorporate by reference into Plaintiffs' original complaint (Dkt 1), the Addendum of Memorandum and the pleadings subsumed therein, (Dkt 26) and all of Plaintiffs' Replies to Defendants Motions, as if fully expressed in said Complaint, including but not limited to Docket entries 33, 34, 41, 45, 57, 61, 62, 65, 69, this reply, the replies yet unfiled and the attached exhibits as if fully expressed therein;

51. Plaintiffs further adopt and incorporate by reference all of the Defendants' Motions and pleadings and the claims stated therein, as exhibits in support of Plaintiffs' Complaint, as if originally attached thereto, including but not limited to Docket entries 19, 20, 23, 25, 30, 35, 36, 38, 39, 40, 53, 78, 79, 81, 83, 84 and those yet unfiled as if fully attached as exhibits thereto.

X. Conclusion

52. Defendant Jason Ostrom told the Honorable Judge Kenneth Hoyt in his application for approval of his First Amended Complaint that the purpose for a remand to state court was to consolidate with Plaintiff Carl Brunsting in order to afford complete relief to the parties.

53. Defendant Ostrom deprived Plaintiff Curtis of a federal judicial forum and access to the only Court of competent jurisdiction under false pretexts, by presenting unopposed motions to amend Plaintiff Curtis' federal complaint and to remand to Harris County Probate Court.

54. The Brunsting Trusts are the only heir to the "Estates of Elmer and Nelva Brunsting". Trust assets are not property belonging to the "Estates", and are not subject to probate administration, yet each of these Defendants insist this RICO lawsuit arises out of a dispute between siblings over inheritance expectancies and the administration of an estate and others

have pled Plaintiffs are disgruntled litigants seeking vengeance for being on the losing end of fully litigated state court determinations.

55. For the last five years, these Defendants have each participated in denying Plaintiff Curtis and each of the Brunsting siblings the enjoyment of their parents' benevolence. Each has engaged in gaming the judicial process, posing as advocates, to maximize fees and resolve nothing, while holding resolution of the Brunsting trusts hostage under a probate administration pretext.

Wherefore, Plaintiffs move this Honorable Court for an Order denying the Rule 12(b)(6) Motion to Dismiss filed by Defendant Jason Ostrom October 31, 2016, (Dkt 78) and hold this Defendant to answer.

Respectfully submitted,

November 18, 2016

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

Certificate of Service

I hereby certify that a true and correct copy of the foregoing was filed into Civil Action No. 4:16-cv-01969 and served on November 18, 2016, through the Court's CM/ECF system, which constitutes service on all parties.

/s/ Candace L. Curtis
Candace L. Curtis

/s/ Rik W. Munson
Rik W. Munson

ENTERED

May 16, 2017

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, *et al*,

Plaintiffs,

VS.

CANDACE KUNZ-FREED, *et al*,

Defendants.

§
§
§
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§

CIVIL ACTION NO. 4:16-CV-1969

ORDER

Before the Court are Defendants Candace Kunz-Freed and Albert Vacek Jr.’s (collectively, “V&F”) Motion to Dismiss for Failure to State a Claim (Doc. #19), V&F’s Motion to Dismiss for Lack of Subject Matter Jurisdiction (Doc. #20), Defendant Bobbie G. Bayless’s (“Bayless”) Motion to Dismiss (Doc. #23), Defendant Jill Willard Young’s (“Young”) Motion to Dismiss (Doc. #25), Defendant Anita Brunsting’s (“Anita”) Motion to Dismiss for Plaintiffs’ Failure to State a Claim (Doc. #30), Defendant Amy Brunsting’s (“Amy”) Motion to Dismiss (Doc. #35), Defendants Stephen A. Mendel and Bradley E. Featherston’s (collectively, “Mendel & Featherston”) Motion to Dismiss (Doc. #36), Defendant Neal Spielman’s (“Spielman”) Motion to Dismiss (Doc. #39), Spielman’s Motion to Dismiss Based on Lack of Subject Matter Jurisdiction (Doc. #40), Defendants Judge Christine Riddle Butts, Judge Clarinda Comstock, and Tony Baiamonte’s (collectively, “Harris County Defendants”) Motion to Dismiss (Doc. #53), Defendant Jason Ostrom’s (“Ostrom”) Motion to Dismiss (Doc. #78), Defendant Bernard Lilse Mathews, III’s (“Mathews”) Motion to Dismiss (Doc. #81), Defendants Gregory Lester’s (“Lester”) Motion to Dismiss (Doc. #83), Defendant Darlene Payne Smith’s (“Smith”) Motion to Dismiss (Doc. #84), Plaintiffs’ Responses to said Motions (Docs. ##33, 34, 41, 45, 57, 62, 69, 85, 86, 87, 89), and various Defendants’ Replies to Plaintiffs’ Responses (Docs. #55, 63, 90).

Also before the Court are Young's Motion for Sanctions (Doc. #72), Plaintiffs' Motion for Consolidation (Doc. #43), Plaintiffs' Second Motion for Consolidation (Doc. #61), Young's Response in Opposition to Plaintiffs' Motions for Consolidation (Doc. #70), and Harris County Defendants' Response to Plaintiffs' Motions for Consolidation (Doc. #79).

Having considered the arguments and the applicable law, the Court grants V&F's Motion to Dismiss for Failure to State a Claim (Doc. #19), Bayless's Motion to Dismiss (Doc. #23), Young's Motion to Dismiss (Doc. #25), Anita's Motion to Dismiss (Doc. #30), Amy's Motion to Dismiss (Doc. #35), Mendel & Featherston's Motion to Dismiss (Doc. #36), Spielman's Motion to Dismiss (Doc. #39), Harris County Defendants' Motion to Dismiss (Doc. #53), Ostrom's Motion to Dismiss (Doc. #78), Mathews' Motion to Dismiss (Doc. #81), Lester's Motion to Dismiss (Doc. #83), and Smith's Motion to Dismiss (Doc. #84). As such, Plaintiffs' Motions for Consolidation are denied as moot. The Court also denies Young's Motion for Sanctions.

I. Background

Plaintiffs' Complaint appears to relate to a probate matter in Harris County Probate Court No. 4, which the Plaintiffs generically call "Curtis v. Brunsting." Specifically, Plaintiffs assert almost fifty "claims" against more than fifteen defendants—including eleven lawyers, two judges, and one court reporter. These purported "claims" consist of fantastical allegations that some or all of the Defendants are members of a secret society and "cabal" known as the "Harris County Tomb Raiders," or "The Probate Mafia." Plaintiffs' claims rest on the assertion that this purported shadow organization engages in "poser advocacy" as an "exploitation opportunity" to "hijack" "familial wealth." And, as far as the Court can tell, this "poser advocacy" allegedly occurred in the matter of "Curtis v. Brunsting."

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II. Legal Standard

“Federal Rule of Civil Procedure 8(a)(2) requires only 'a short and plain statement of the claim showing that the pleader is entitled to relief.’” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 127 S. Ct. 1955, 1964–65 (2007). In considering a 12(b)(6) motion to dismiss a complaint, courts generally must accept the factual allegations contained in the complaint as true. *Kaiser Aluminum & Chem. Sales, Inc. v. Avondale Shipyards, Inc.*, 677 F.2d 1045, 1050 (5th Cir. 1982).

The court does not look beyond the face of the pleadings in determining whether the plaintiff has stated a claim under Rule 12(b)(6). *Spivey v. Robertson*, 197 F.3d 772, 774 (5th Cir. 1999). “[A] complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations, [but] a plaintiff’s obligation to provide the ‘grounds’ of his ‘entitle[ment] to relief’ requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” *Twombly*, 127 S. Ct. at 1964–65 (citing *Sanjuan v. Am. Bd. of Psychiatry & Neurology, Inc.*, 40 F.3d 247, 251 (7th Cir. 1994)) (citations omitted). And, “[f]actual allegations must be enough to raise a right to relief above the speculative level.” *Twombly*, 127 S. Ct. at 1965. The supporting facts must be plausible—enough to raise a reasonable expectation that discovery will reveal further supporting evidence. *Id.* at 1959.

“A document filed pro se is ‘to be liberally construed,’ . . . and ‘a pro se complaint, however inartfully pleaded, must be held to less stringent standards than formal pleadings drafted by lawyers.’” See *Erickson v. Pardus*, 551 U.S. 89, 94 (2007). Nevertheless, the requirement of liberal construction does not mean that the court can ignore a clear failure in the pleadings to allege facts that set forth a claim currently cognizable in a federal district court. *Weller v. Dep’t of Soc. Servs.*, 901 F.2d 387, 390-91 (4th Cir. 1990).

III. Analysis

A. Failure to State a Claim

Plaintiffs' Complaint, even when liberally construed, completely fails to plead anything close to a plausible claim for relief against any of the alleged Defendants. In fact, Plaintiffs' allegations cannot be characterized as anything more than fanciful, fantastic, and delusional. Plaintiffs' allegations consist entirely of outlandish and conclusory factual assertions accompanied by a formulaic recitation of the elements of numerous causes of action unsupported by the alleged facts. Further, most of Plaintiffs alleged "claims" are either based on statutes that do not create a private cause of action, or simply do not exist under Texas or Federal law.

In regards to Plaintiffs' alleged RICO claim, Plaintiffs fail to plead any facts establishing they have standing under § 1964(c) to assert civil RICO claims against any of the Defendants because Plaintiffs fail to plead facts showing a recognizable injury to their business or property caused by the alleged RICO violations. *See* 18 U.S.C. § 1964(c) ("[a]ny person injured in his business or property by reason of a violation of [RICO] may sue"); *Allstate Inc. Co. V. Plambeck*, 802 F.3d 665, 676 (5th Cir. 2015) (*citing* *Bridge v. Phoenix Bond & Indemn. Co.*, 553 U.S. 639, 654 (2008)) (stating that to plead standing a plaintiff "must show that the [RICO] violation was a but-for and proximate cause of the injury"). Plaintiffs have also failed to plead any facts establishing a plausible claim that any of the Defendants engaged in a "racketeering activity" sufficient to trigger the RICO statute. Accordingly, Plaintiffs' RICO claim fails as a matter of law.

Case 4:12-cv-00592 Document 131-9 Filed 08/13/20 in TXSD Page 4 of 7

As Plaintiffs' Complaint is completely devoid of any well-pleaded facts establishing a single plausible claim for relief against any of the named Defendants, the Court grants V&F's, Bayless's, Young's, Anita's, Amy's, Mendel & Featherston's, Spielman's, Ostrom's, Mathews',

Lester's, and Smith's Motions to Dismiss for Failure to State a Claim.

B. Immunity

i. Attorney Immunity

Under Texas law, “attorneys are immune from civil liability to non-clients ‘for actions taken in connection with representing a client in litigation.’” *Cantey Hanger, LLP v. Byrd*, 467 S.W.3d 477, 481 (Tex. 2015) (quoting *Alpert v. Crain, Caton & James, P.C.*, 178 S.W.3d 398, 405 (Tex. App.—Houston [1st Dist.] 2005, pet. denied)). Plaintiffs’ allegations against Defendants Young, Smith, Bayless, Spielman, Mendel & Featherston, and Mathews’ (“Attorney Immunity Defendants”), at best, assert wrongdoing based solely on actions taken during the representation of a client in litigation. Such claims are clearly barred by attorney immunity. Accordingly, all of the Attorney Immunity Defendants’ Motions to Dismiss are also granted on this ground.

ii. Judicial Immunity

Judicial Immunity entitles judges to absolute immunity from suit for acts undertaken in their judicial capacity, even if they are done maliciously or corruptly. *Price v. Porter*, 351 F. Spp’x 925, 927 (5th Cir. 2009) (citing *Mireles v. Waco*, 502 U.S. 9, 10 (1991)). The sole exception is when a plaintiff alleges that a judge acted without jurisdiction or in a nonjudicial role. *Id.* Here, the allegations against Judges Butts and Comstock concern only actions taken in their judicial capacity. Accordingly, Judicial Immunity completely forecloses Plaintiffs’ claims against Judge Butts and Judge Comstock.¹

¹ In regards to Tony Baiamonte, a contract court reporter that was hired to steno-graphically record a single hearing in a probate proceeding, there are simply no factual allegations made against him within the complaint. Accordingly, it is difficult to determine whether immunity applies. Regardless, without any factual assertions as to Mr. Baiamonte, the Plaintiffs fail to

C. Frivolous Complaint

As laid out above, Plaintiffs' allegations are frivolous because Plaintiffs have completely failed to allege any facts supporting the delusional scenario articulated in their Complaint, much less facts giving rise to a plausible claim for relief.

“District Courts have the inherent authority to dismiss a pro se litigant's frivolous or malicious complaint sua sponte even when the plaintiff has paid the required filing fee.” *Fitzgerald v. First East Seventh Street Tenants*, 221 F.3d 362, 363–64 (2d Cir. 2000); *Pillay v. INS*, 45 F.3d 14, 16–17 (2d Cir. 1995); *Holman v. Wooten*, No. 4:09–1634–CWH, 2010 WL 691263, at *2 (D.S.C. Feb.24, 2010); *Larrimore v. Bank of New York Mellon*, No. 4:09–1647–TLW–TER, 2009 WL 4920776, at *2 (S.D.N.Y. Dec. 11, 2009); *McCracken v. Natale*, No. 04 Civ. 5456, 2008 WL 5274317 (E.D.N.Y. Dec.17, 2008). The Supreme Court, while never having directly ruled on the matter, has also stated (albeit in dicta) that federal courts have the inherent power to dismiss frivolous lawsuits. *See Mallard v. United States District Court for the Southern District of Iowa*, 490 U.S. 296, 307–308, 109 S.Ct. 1814, 104 L.Ed.2d 318 (1989) (“Statutory provisions may simply codify existing rights or powers. Section 1915(d), for example, authorizes courts to dismiss a ‘frivolous or malicious’ action, but there is little doubt they would have power to do so even in the absence of this statutory provision.”).

As Plaintiffs' allegations are undeniably legally insufficient to create a plausible claim, they are clearly frivolous (and borderline malicious). Along with Plaintiffs' absolute failure to plead a plausible claim for relief, most of the defendants are also entitled to attorney, judicial, or qualified immunity. Accordingly, Plaintiffs' claims are also dismissed via this Court's inherent ability to dismiss frivolous complaints.

state a plausible claim against him. Accordingly, Harris County Defendants' Motion to Dismiss is also granted on that ground.

D. Sanctions

Plaintiffs' passionate pleas to this Court during the December 15, 2016 Motion Hearing suggest that Ms. Curtis and Mr. Munson do not understand the legal shortcomings of their Complaint. The Court will therefore give Plaintiffs, as pro se litigants, the benefit of the doubt, and credit their filing of this lawsuit to their misunderstanding of applicable legal rules. Accordingly, the Court denies Young's Motion for Sanctions. That being said, Plaintiffs should now realize that all claims brought in this litigation—or any new claims relating to the subject matter of Plaintiffs' Complaint—lack merit, and cannot be brought to this, or any other court, without a clear understanding that Plaintiffs are bringing a frivolous claim. Accordingly, the Court cautions Plaintiffs from additional meritless filings.

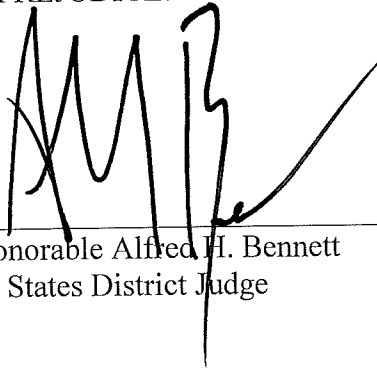
IV. Conclusion

For the foregoing reasons, Defendants' Motions to Dismiss are GRANTED, Young's Motion for Sanctions is DENIED, Plaintiffs' Motions for Consolidation are DENIED as moot, and all of Plaintiffs' claims are DISMISSED WITH PREJUDICE.

It is so ORDERED.

MAY 16 2017

Date



The Honorable Alfred H. Bennett
United States District Judge

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

No. 17-20360

United States Court of Appeals
Fifth Circuit

FILED

June 6, 2018

Lyle W. Cayce
Clerk

CANDACE LOUISE CURTIS; RIK WAYNE MUNSON,

Plaintiffs - Appellants

v.

CANDACE KUNZ-FREED; ALBERT VACEK, JR.; BERNARD LYLE
MATTHEWS, III; NEAL SPIELMAN; BRADLEY FEATHERSTON;
STEPHEN A. MENDEL; DARLENE PAYNE SMITH; JASON OSTROM;
GREGORY LESTER; JILL WILLARD YOUNG; CHRISTINE RIDDLE
BUTTS; CLARINDA COMSTOCK; TONI BIAMONTE; BOBBIE BAYLESS;
ANITA BRUNSTING; AMY BRUNSTING; DOES 1-99,

Defendants - Appellees

**United States District Court
Southern District of Texas
FILED**

JUN 28 2018

David J. Bradley, Clerk of Court

Appeal from the United States District Court
for the Southern District of Texas
USDC No. 4:16-CV-1969

Before HIGGINBOTHAM, DENNIS, and COSTA, Circuit Judges.

PER CURIAM:*

Candace Louis Curtis and Rik Wayne Munson sued more than fifteen individuals – the judges, attorneys, court officials, and parties from a probate proceeding in Harris County – alleging that the defendants collectively

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

No. 17-20360

violated RICO, committed common law fraud, and breached their fiduciary duties. Plaintiffs contend that defendants are part of the “Harris County Tomb Raiders a.k.a Probate Mafia,” which it alleges is a secret society of probate practitioners, court personnel, probate judges, and other elected officials who are running a “criminal theft enterprise” and “organized criminal consortium,” designed to “judicially kidnap and rob the elderly” and other heirs and beneficiaries of their “familial relations and inheritance expectations.” The district court dismissed all claims based on a number of often overlapping grounds: (1) judicial immunity, (2) attorney immunity, (3) failure to state a claim, and (4) the court’s inherent power to dismiss frivolous complaints.

We review de novo a district court's dismissal under Rule 12(b)(6). *Chhim v. Univ. of Tex. at Austin*, 836 F.3d 467, 469 (5th Cir. 2016). Plaintiffs’ appeal focuses on the dismissal of their RICO claim. They set forth the elements of that offense and attempt to address each one. But the factual allegations they use to support those elements are mostly, as the district court put it, “fantastical” and often nonsensical. We agree with the district court that the allegations are frivolous and certainly do not rise to the level of plausibility that the law requires.

AFFIRMED.

No. 412,249-401

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

ORDER DENYING PLEAS AND MOTIONS FILED BY CANDACE CURTIS

On this day, the Court considers the following pleadings filed by Candace Louise Curtis:

- 8/17/2018 "Plea in Abatement"
- 9/4/2018 "Addendum to Pleas in Abatement in Reply to Stephen Mendel"
- 10/8/2018 "Nominal Defendant's Verified First Amended Plea in Abatement"
- 10/19/2018 "Plea to the Jurisdiction"
- 2/5/2019 "Plaintiff Curtis' Response to Notice of Hearing, Motion for Clarification and to Dismiss; Special Exceptions, Motion in Limine and Memorandum of Points and Authorities in Support"

The Court, after considering the pleadings on file related to:

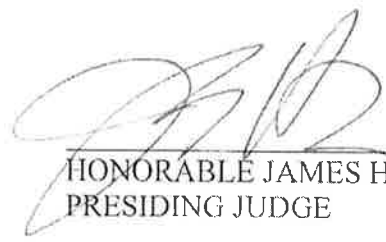
- 1) Civil Action No. 4:12-cv-00592 pending in the U.S. District Court for the Southern District of Texas, which was remanded to Harris County Probate Court No. 4 at the request of Candace Curtis, resulting in the U.S. District Court case being closed, remanded and terminated;
- 2) Cause No. 412,249-402, pending in Harris County Probate Court No. 4, into which the above-referenced U.S. District Court case was transferred on February 9, 2015, and in which Candace Curtis, by and through her counsel, signed an Agreed Docket Control Order and the March 16, 2015 Agreed Order to Consolidate Cases;
- 3) Cause No. 412,249-401, pending in Harris County Probate Court No. 4, initiated on April 10, 2013, and through which claims have been asserted by Carl Henry Brunsting,

individually and as Independent Executor of the Estate of Elmer H. Brunsting and Nelva E. Brunsting, naming all beneficiaries of the Estate, and counterclaims asserted by Carole Brunsting against Carl Brunsting, as Executor; and

- 4) Cause No. 2013-05455, filed by Carl Brunsting, as Executor of the Estate of Nelva Brunsting, in the 164th Judicial District Court of Harris County, Texas on January 29, 2013 against Candace Kuntz-Freed and Vacek & Freed as the only defendants (the "District Court Case"), which claims are the subject of a separate Order on Motion to Transfer District Court Proceedings to Probate Court No. 4 signed on even date herewith,

finds that subject matter jurisdiction is proper in Harris County Probate Court No. 4 with regard to the Estates of Nelva and Elmer Brunsting as well as the assets contributed to Trusts related to those Estates. The Court also finds that no other court has dominant jurisdiction regarding claims related to these Estates. Therefore, the Pleas in Abatement, the Plea to the Jurisdiction and all other relief requested by the pleadings first enumerated in this Order, filed by Candace Curtis, lack merit and should be, in all things, DENIED.

Signed on the 14 day of February, 2019.


HONORABLE JAMES HORWITZ
PRESIDING JUDGE

PROBATE COURT #4

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
DECEASED	§	HARRIS COUNTY, TEXAS
_____	§	
CARL HENRY BRUNSTING, et al	§	
v.	§	
ANITA KAY BRUNSTING, et al	§	

**ORDER REGARDING
AMY BRUNSTING'S MOTION FOR SANCTIONS AND/OR CONTEMPT**

On the 28th day of June 2019, the Court considered Amy Brunsting's Motion for Sanctions and/or Contempt (the "Motion") pertaining to the conduct of Candace Louise Curtis ("Curtis"). In considering the Motion, the Court also considered Curtis' response of June 11, 2019, entitled "Response to the Fiduciary's Application for the Beneficiary to be Held in Contempt for Seeking to Enforce the Injunction Commanding the Trustee to Perform a Fiduciary Duty Owed to the Beneficiary with Petition for Partial Summary or Declaratory Judgment" ("Curtis's Response"). The Court also heard oral argument from the parties.


After considering the Motion, Curtis's Response and oral argument, the Court FINDS that it has jurisdiction of this proceeding; that the Motion has MERIT and is in all respects proper and sufficient; that Curtis was properly served and received proper notice of the proceeding; and that the Motion should be and is GRANTED. Therefore:


1. The Court FURTHER FINDS and ORDERS that Curtis is in CONTEMPT of the Court's Order of February 14, 2019 for the reasons presented in the Motion, including without limitation, via her March 20, 2019 and April 12, 2019 filings in the United States District Court for the Southern District of Texas – Houston Division in Case No. 4:12-CV-592, a matter confirmed as having been closed, remanded and terminated;

2. The Court FURTHER ORDERS, ADJUDGES and DECREES that as punishment for this contempt, Candace Curtis is fined the sum of \$ 500.00 , payable to Diane Trawtman, Harris County Clerk, Indigent Bond on or before the 1st day of September 2019; Program, Registry No. 28190
at 201 Caroline, 8th Floor, Room 800
Houston TX 77002
3. The Court, after considering the description of services, time, fees and costs described in the Affidavit of Neal E. Spielman, ~~totaling \$8,690.00 (representing \$7,505.00 @ 19 hrs x \$395.00/hr through and including the filing of the Motion and \$1,185.00 @ 3 hrs x \$395.00/hr in additional fees and expenses incurred after the filing of the Motion)~~ FURTHER ORDERS, ADJUDGES and DECREES that as further punishment for this contempt and/or as a sanction conferred in accordance with its own initiative and inherent power and/or under CPRC §9.012, CPRC §10.004 and/or TRCP 13, Curtis must pay to Amy Brunsting the sum of \$ 1,975.00 to Amy Brunsting in care of her attorneys – Griffin & Matthews – at 1155 Dairy Ashford, Suite 300, Houston, Texas 77007 on or before the 1st day of September, 2019

FURTHER, in so far as Curtis’s Response attempts to seek affirmative relief (including without limitation within the “Conclusion and Prayer” appearing on Page 6 of Curtis’s Response) all such affirmative relief is DENIED.

SIGNED ON THIS THE 23 DAY OF July, 2019.


JUDGE PRESIDING


COUNTY CLERK
HARRIS COUNTY, TEXAS

2019 JUL 23 PM 3:23

FILED

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 3rd day of July 2019, to all counsel of record/pro se parties via E-file and/or direct e-mail.

Attorneys for Candace Kunz-Freed:

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Via E-Mail: creed@thompsoncoe.com

Candace Louise Curtis – Pro Se:

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Via E-Mail: occurtis@sbcglobal.net

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Carole Ann Brunsting – Pro Se:

Carole Ann Brunsting
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Attorneys for Anita Kay Brunsting:

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The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Via E-Mail: steve@mendellawfirm.com
tim@mendellawfirm.com



NEAL E. SPIELMAN

PROBATE COURT #4

Harris County - County Probate Court No. 4

NO. 412,249-401

ESTATE OF	§	IN PROBATE COURT
NELVA E. BRUNSTING,	§	NUMBER FOUR (4) OF
DECEASED	§	HARRIS COUNTY, TEXAS
_____	§	
CARL HENRY BRUNSTING, et al	§	
v.	§	
ANITA KAY BRUNSTING, et al	§	

ORDER GRANTING
AMY BRUNSTING'S MOTION FOR SECOND CONTEMPT
AND ADDITIONAL SANCTIONS

On the 12th day of December, 2019, the Court considered Amy Brunsting's Motion for Second Contempt and Additional Sanctions (the "Motion") pertaining to the conduct of Candace Louise Curtis ("Curtis"). The Court also considered Curtis' response (if one) and entertained oral argument.

After considering the Motion, Curtis's Response (if one) and oral argument, the Court FINDS that it has jurisdiction of this proceeding; that the Motion has MERIT and is in all respects proper and sufficient; that Curtis was properly served and received proper notice of the proceeding; and that the Motion should be and is GRANTED. Therefore:

1. The Court FURTHER FINDS and ORDERS that Curtis is in CONTEMPT of the Order Regarding Amy Brunsting's Motion for Sanctions and/or Contempt of July 23, 2019 for the reasons presented in the Motion;
2. The Court FURTHER ORDERS, ADJUDGES and DECREES that as punishment for this second contempt, Candace Curtis is fined the sum of \$500.00, payable to Diane Trautman, Harris County Clerk, Indigent Bord Program, Registry No. 28190 on or before the 15th day of January, 2019 2020 at 201 Caroline St. 8th Floor, Room 800 Houston TX 77002
3. ~~In light of the issues presented in the Motion and the Court's finding of a second contempt by Curtis, FURTHER ORDERS, ADJUDGES and DECREES that as~~

~~Further punishment for this contempt and/or as a sanction conferred in accordance with its own initiative and inherent power and/or under CPRC §9.012, CPRC §10.004 and/or TRCP 13, the Court strikes any and all affirmative claims for relief asserted by Curtis against any party in this matter, and dismisses all such claims. The affirmative claims to which this ruling applies include, but are not limited to the claims set forth in Curtis' live pleading - Plaintiffs' Second Amended Petition of January 27, 2015 (and/or any supplemented or subsequently amended version thereof).~~

4. ~~The Court, FURTHER ORDERS, ADJUDGES and DECREES that as further punishment for this contempt and/or as a sanction conferred in accordance with its own initiative and inherent power and/or under CPRC §9.012, CPRC §10.004 and/or TRCP 13, Curtis must pay to Amy Brunsting the sum of \$7,505.00 to Amy Brunsting in care of her attorneys - Griffin & Matthews - at 1155 Dairy Ashford, Suite 300, Houston, Texas 77079 on or before the _____ day of _____, 2019.~~

SIGNED ON THIS THE 12 DAY OF December, 2019.



JUDGE PRESIDING

FILED
2019 DEC 12 PM 4:03
Amy Brunsting
COUNTY CLERK
HARRIS COUNTY, TEXAS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 5th day of November 2019, to all counsel of record/pro se parties via E-file and/or direct e-mail.

Attorneys for Candace Kunz-Freed:

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Houston, Texas 77079
Via E-Mail: steve@mendellawfirm.com


NEAL E. SPIELMAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

MEMORANDUM AND ORDER
PRELIMINARY INJUNCTION

I. INTRODUCTION

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

II. BACKGROUND

A. Procedural Background

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

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

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

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

B. Contentions of the Parties

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

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

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

III. STANDARD OF REVIEW

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

IV. DISCUSSION AND ANALYSIS

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

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

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

The plaintiff complains that the Trustee has failed to fulfill the duties of Trustee since her appointment. Moreover, the Court finds that there are unexplained conflicts in the Trust document presented by the defendants. For example, The Trust document [Exhibit 1] shows an execution date of January 12, 2005.¹ At that time, the defendants claim that Anita Kay served as the Trustee. Yet, other records also reflect that Anita Kay accepted the duties of Trustee on December 21, 2010, when her mother, Nelva Erleen resigned as Trustee. Nelva Erleen claimed in her resignation in December that she, not Anita Kay, was the original Trustee.

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

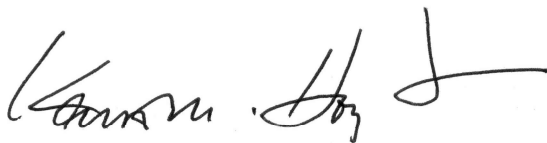
¹ It appears that Nelva Erleen Brunsting was the original Trustee and on January 12, 2005, she resigned and appointed Anita Brunsting as the sole Trustee.

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

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

It is so Ordered

SIGNED on this 19th day of April, 2013.



Kenneth M. Hoyt
United States District Judge

4. The transfer/remand of Plaintiff's claims to Probate Court Number Four [Doc. 112] was within this Court's powers and authority, not only due to Plaintiff's inclusion of additional parties, but also to avoid the possibility of conflicting judgments; that the use of the term "remand" was synonymous with a general use of the word "transfer"; or, alternatively, constitutes harmless error as the same result could have occurred via other means, methods, procedures and mechanisms.
5. This Court ceded jurisdiction of Plaintiff's claims and its Orders, including without limitation the Orders represented by Doc. 45 and Doc. 87, to Probate Court Number Four of Harris County, Texas, via Doc. 112.
6. The Preliminary Injunction issued by this Court [Doc. 45] is to be enforced in Probate Court Number Four of Harris County, Texas, as determined in the sole and absolute discretion of Probate Court Number Four of Harris County, Texas, and which determination may include modification or termination of the Preliminary Injunction, as determined in the sole and absolute discretion of Probate Court Number Four of Harris County, Texas, is not a "final judgment" of this Court, and did not require or contemplate the distribution of trust income to beneficiaries prior to the final resolution of the disputes between the parties.
7. Plaintiff is specifically instructed not to file any further or additional pleadings, motions, affidavits, orders or other documents into this closed, terminated matter, or Plaintiff shall be subject to sanctions for doing so.
8. Plaintiff's Ex Parte Motion for Relief is, in all ways and manners and to the fullest extent allowed by law, DENIED.

SIGNED on the ____ day of _____ 2020.

PRESIDING JUDGE

APPROVED AND ENTRY REQUESTED:

GRIFFIN & MATTHEWS

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ATTORNEYS FOR ANITA BRUNSTING

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	§	
Plaintiff,	§	Civil Action 4-12-cv-00592
	§	
v	§	Emergency Motion to Reopen Docket
	§	
ANITA KAY BRUNSTING	§	
Does 1-100	§	
AMY RUTH BRUNSTING	§	
Defendants	§	

EMERGENCY MOTION TO REOPEN DOCKET

Plaintiff, Candace L. Curtis, (Curtis) respectfully moves this Court to reopen the above captioned matter. The immediate Granting of this Motion is crucial, as hereinafter more fully appears.

JURISDICTION

This case never left this Court. Every jurisdictional argument raised by Defendants was decided in Candace Curtis’ favor by the Fifth Circuit Court of Appeals in 2013, when they unanimously held the case to be outside the probate exception, Curtis v. Brunsting 704 F.3d 406. Nothing substantive has occurred that would remove the subject matter jurisdiction of this Court.

Plaintiff’s former counsel created the appearance that this case was remanded when it was not possible legally and thus, did not in fact occur. There is no statutory authority to “transfer” a case from a federal to a state court. Remand is only possible where a case was previously removed.¹ This was an original proceeding having never been filed in a state court and this fact makes remand

¹ Lincoln Prop. Co. v. Roche, 546 U.S. 81, 91 (2005)

legally impossible, *Cochran v. Smith & Nephew, Inc.*, No. 16-1121, at *8 (C.D. Ill. Sep. 15, 2016), *Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 91 (2005).²

Although this case appears administratively closed, neither remand nor transfer occurred, and the case is still pending in this Court.

This court does not need to look beyond its own docket to decide whether to provide the relief requested. Fed. R. Civ. P. 4(b) states that the clerk must sign, seal, and issue a properly completed summons to the plaintiff for service on the defendant. Fed. R. Civ. P. 4(c)(1) requires a copy of the complaint with service of summons be made upon the party within the time allowed by Fed. R. Civ. P. 4(m). This Court's record is conclusive. No service of summons was made on the involuntary Plaintiff, diversity was not polluted, the record was never certified for transfer to any other tribunal and the case never left this Court.

NATURE AND STAGE OF THE PROCEEDINGS

This lawsuit began when trustees refused or otherwise failed to account. 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, claiming that Defendants, acting as trustees, failed to notice her of any actions affecting her beneficial interests and refused to provide copies of non-protected trust instruments and accountings for the trust assets, or to report on any other acts of administration.

² “Dismissal without prejudice the appropriate remedy here because there is no mechanism by which to transfer the case to state court. This case was not removed from state to federal court and so the case cannot be remanded.” *Emrit v. Watts, Guerra, L.L.P.*, Civil Action No. SA-13-CV-00473-XR, at *5 n.6 (W.D. Tex. Aug. 13, 2014)

The matter was dismissed sua sponte under the probate exception March 8, 2012, then reversed and remanded for further proceedings by the Circuit Court January 9, 2013, having been held to be outside the probate exception to federal diversity jurisdiction.³ This Court issued a preliminary Injunction [Doc 45] orally, at hearing April 9, 2013, and published a memorandum April 19, 2013 [Doc 45]. On the same day as the injunction hearing was held, Carl Brunsting filed similar tort claims in the probate court, naming federal Plaintiff Curtis a nominal Defendant in Harris County Probate Court 4 No. 412,249-401.

After the injunction was issued the Court appointed a Special Master under Rule 53 [Doc 55]. The Report of the Special Master [Doc 62] showed there had been no accountings performed in preparation for final distributions and that there had been improprieties with the assets.

STANDARD OF REVIEW

“[a] trial court abuses its discretion when it bases its decision on an erroneous view of the law or a clearly erroneous assessment of the evidence.” *United States v. Caldwell*, 586 F.3d 338, 341 (5th Cir. 2009). Findings of fact are reviewed under the “clearly erroneous” standard. Questions of law are reviewed de novo.

"It will be sufficient if the findings of fact and conclusions of law are stated orally and recorded in open court following the close of the evidence or appear in an opinion or memorandum of decision filed by the court." Fed.R.Civ.P. 52(a). Questions of law are reviewed de novo" Mowbray v. Cameron County, 274 F.3d 269, 279 (5th Cir. 2001) Under the rule, of course, we subject the district court's findings of fact to a deferential standard of review — we will not "set aside [findings of fact] unless clearly erroneous." Fed.R.Civ.P. 52(a). This translates into a need for findings, however, that "provide a sufficiently definite predicate for proper appellate review." Westwego Citizens for Better Gov't v. City of Westwego, 872 F.2d 1201, 1203 (5th Cir. 1989) (citations omitted). Indeed, "when the trial court's decision turns in part upon factual determinations," findings of fact are crucial to a court of appeals engaging in the process of review. Texas Extrusion, 836 F.2d at

³ Curtis v. Brunsting 704 F.3d 406

220. A prior opinion of this Court eloquently captures our view of the interplay between the roles of the district and appellate courts:

*Fact finding is the trial court's province. . . . We do remain responsible, however, for the ultimate justness of trial determinations drawn before us. Since this is so, we must know the basis of the trial court's decisions: 'this Court cannot be left to second-guess the factual basis for the district court's conclusion.' . . . Review is our responsibility, and we cannot review bare conclusions. . . . In short, our duty to respect the trial court's factual determinations gives rise to a reciprocal one on its part to tell us the reasons for them. . . . [A] mere statement of result — cannot stand. *Chaiffetz v. Robertson Research Holding, Ltd.*, 798 F.2d 731, 734-35 (5th Cir. 1986) (emphasis in original) (citations omitted). Quite simply, a district court's failure to detail its findings or the evidentiary basis for its findings "negates our ability to apply the clearly erroneous standard of review." *Lopez*, 807 F.2d at 434. Rule 52(a) also obligates the district court to "state separately" its conclusions of law. We do not minimize the district court's task of detailing its conclusions of law. Courts of appeal subject a district court's conclusions of law to a *de novo* review — we are not constrained by the deferential standard of reviewing only for clear error. Despite this distinction, the duty of the district court to "state separately its conclusions of law thereon" becomes particularly important when the case, like this one, involves complex legal issues. For when the district court carefully enunciates and explains its resolution of questions of law, we know that it has thoughtfully and diligently decided the legal issues. Moreover, the preparation of sufficiently complete conclusions of law augments our comprehension of the legal issues on appeal. We must understand not only the factual, but also the legal reasoning of the district court to enable us to conduct a "just, orderly review of the rights of the parties before us." *Browning v. Kramer*, [931 F.2d 340, 344](#) (5th Cir. 1991). *Chandler v. City of Dallas*, 958 F.2d 85, 89 (5th Cir. 1992*

ISSUES

Fraud upon the Court

The Rule 60(b) Motion for relief is based on Fraud upon the Court that can be shown by the record alone. All other issues are strictly jurisdictional and were decided in Plaintiff's favor by the Fifth Circuit Court of Appeals in 2013. After the Report of Special Master, Plaintiff retained the assistance of Houston Attorney Jason Ostrom (Ostrom). Ostrom immediately enacted a fraud on the administrative side of the court to obtain an unopposed Order for Remand to the state probate court from which it had not been removed⁴. No statute authorizes a federal court to transfer

⁴ 28 U.S.C. § 1441 Removal

a case to a state probate court. An agreement between parties requires the signature of each party and both parties did not sign the agreed Order for remand. Even if it had been legally possible, required procedures were not completed and a remand did not happen.

DEFENDANTS ANSWER

Defendants respond that: 1) the request for relief is untimely 2) the complained of actions [Doc. 112] do not constitute a fraud upon the court as the complained of actions do not reveal the existence of a “grave miscarriage of justice” and do not impact the integrity of the judicial process, and 3) the complained of actions have already been addressed via Civil Action No. 4:16-cv-01969 and determined to be frivolous, “fantastical” and “often nonsensical” and that 4) the Rule 60 Motion for relief was presented as a means of “forum shopping” jurisdictional arguments that had been previously addressed and denied in Probate Court Number Four of Harris County, Texas in Cause No. 412,249-401.

Defendants further argue 5) The transfer/remand of Plaintiff’s claims to Probate Court Number Four [Doc. 112] was within this Court’s powers and authority, not only due to Plaintiff’s inclusion of additional parties, but also to avoid the possibility of conflicting judgments; and 6) that the use of the term “remand” was synonymous with a general use of the word “transfer”; or, alternatively, constitutes harmless error, as the same result could have occurred via other means, methods, procedures and mechanisms.

ARGUMENTS

1) Untimely

Defendants’ argument that the plea for relief is untimely is the equivalent of the argument that orders void on their face can become valid by the passage of time. Orders void on their face do not become valid by the passage of time.

“Absent extraordinary circumstances the mere passage of time cannot convert an absolutely void judgment into a valid one. This is one reason for our having held that there is no time limit on Rule 60(b)(4) motions, and that the doctrine of laches has no effect.” Jackson v. FIE Corp., 302 F.3d 515, 523 (5th Cir. 2002) and “[T]here seems to be universal agreement that laches [in bringing a Rule 60(b)(4) motion] cannot cure a void judgment, and no court has denied relief under Rule 60(b)(4) because of delay.”Bludworth Bond, 841 F.2d at 649 n. 6

2) Fraud upon the Court

While an examination of the docket record of this Court does show a docket closed, because the case was remanded to Harris County Probate Court #4, an examination of the probate docket record fails to reveal a proper arrival and a return to this Court’s docket fails to show a proper departure.

What the federal docket does show is that an unopposed order to amend a complaint to pollute diversity, to obtain an order for remand, of a case never removed, was only signed by one party, was administratively obtained under false pretenses, and, the procedure required to complete the process was simply abandoned once the order was signed.

The probate docket shows Ostrom filing pleadings in the probate court without filing a Notice of Appearance, a nine month delay between the remand order (May 9, 2014) [Doc 109] and the creation of ancillary file 412,249-402 (Feb 9, 2015) [Exhibit 1], with a mere twenty-two days more to the signing of an “Agreed Order to Consolidate” [Exhibit 2], Estate of Nelva Brunsting 412,249-402 with Estate of Nelva Brunsting 412,249-401 and closing the twenty two day old ancillary file 412,249-402.

Immediately upon discovering the “Agreed Order to Consolidate Cases”,⁵ Plaintiff Curtis fired Ostrom and filed a substitution, [Doc 131-5] without realizing that she was filing a substitution for someone who had not filed an appearance.

⁵ Via data mining (Plaintiff was never informed before the fact)

Soon thereafter the signed “Agreed Order to Consolidate Cases” disappeared from the Docket and first filed Plaintiff Candace Curtis was left without a judicial forum. The probate court docket does not now, nor has it ever shown Candace L. Curtis as a plaintiff [Exhibit 3]. It should also be noted the independent executor resigned due to lack of capacity February 19, 2015, six days after ancillary file 412,249-402 was opened and there was no one representing Estate of Nelva Brunsting when this agreed order to consolidate was signed. None of this is subject to debate and none of it is barred from the eyes of scrutiny by Rooker-Feldman.

3) Rooker-Feldman

The activities described above [see also Doc 115], a “grave miscarriage of justice” impacting the integrity of the judicial process within the meaning of 28 U.S.C. § 1927 and 42 U.S.C. § 1983, are generally shielded from scrutiny by the federal courts under the Rooker-Feldman Doctrine, but no fully litigated state court proceedings exist for review as of the date of this filing and this Court remains with jurisdiction over the trustees and the non-probate assets by specific mandate of the Fifth Circuit in this case.

The Missing Lawsuit

Shortly after Curtis filed a blanket substitution to replace Ostrom, [Doc 131-5] the signed “Agreed Order to Consolidate Cases” disappeared from the record and was replaced with an order unsigned and ancillary file 412,249-402 was closed. When a new Judge took office in January 2019 the signed “Agreed Order to Consolidate Cases” was made an issue [Exhibit 4] and the associate judge in the probate court took the position the consolidation never happened. Thereafter Attorney Bobbie Bayless became involved [Exhibit 5] and the “Agreed Order to Consolidate Cases” was found rolling around in a drawer by the new clerk [Exhibit 6].

Defendants downplay the significance of a complete breakdown in the protocols and comment “*Plaintiff’s allegation that her case “disappeared” also rings false*”.⁶

Present Counsel filed an appearance on behalf of “interested person” Candace Curtis on or about October 19, 2019, only to discover that her client’s lawsuit, as styled above, could not be located as an ancillary case in the probate court records. Counsel was puzzled as to how to style her pleadings, which lead to the investigation revealing these anomalies.

Although Ostrom and his associate, Nicole Sain-Thornton, filed pleadings in the probate court, including a “Plaintiff’s Second Amended Complaint”⁷, nominal defendant Candace L. Curtis has never had a complaint in the probate court to amend in the first instance, and, neither Ostrom nor Sain-Thornton filed notices of appearance in the probate court. Thus, all of the actions taken by Ostrom and Sain-Thornton in the probate court in the name of Candace Curtis were performed without agency standing.

All of this reveals a “grave miscarriage of justice” impacting the integrity of the judicial process. Federal Plaintiff Candace L. Curtis does not have a lawsuit in the probate court and has no business being in a probate court, *Curtis v. Brunsting* 704 F.3d 406.

Remand and Synonymous

Defendants argue that Remand was within this Court’s powers and, is “*synonymous with general use of the word “transfer”; or, alternatively, constitutes harmless error as the same result could have occurred via other means*”. Defendants provide no supporting authority for this proposition because none exists.

⁶ Case 4:12-cv-00592 Document 131 Filed on 08/13/20 in TXSD Page 19 of 25. This is a violation of 18 U.S.C. § 1001.

⁷ January 27, 2015

The reason Roman jurists referred to their Law as Lex is because its propositions were constructed entirely with linguistic terms, issuing originally from the tongue in speech. Thus, legal propositions are composed of nouns and verbs, adjectives and adverbs etc. in a subject-predicate syntax and are among the few sciences allowed to be explained in this way, with the proviso that said terms must always issue in accordance with First Principles requiring universal application. Contemporary English in Law employs terms that are nouns in one syntax and verbs in another. Failure to maintain awareness of the distinctions reduces our Law to a muddle of nonsense.

Trust is just such a term, being noun in one syntax and verb in another, while also being the description of a relationship involving obligations of the trustee owed to the beneficiary in relation to the rights of the beneficiary in the thing held in trust, a.k.a. the corpus or res.

*As the Fifth Circuit recently observed, "Americold involved a Maryland Real Estate Investment Trust, nominally a trust but in reality an unincorporated business entity recognized by statute. For traditional trusts, the Americold court held that 'when a trustee files a lawsuit or is sued in her own name, her citizenship is all that matters for diversity purposes.'" Hometown 2006-1 1925 Valley View, L.L.C. v. Prime Income Asset Mgmt., L.L.C., 847 F.3d 302, 306-07 (5th Cir. 2017). The Fifth Circuit explained, "Traditionally, a trust was not considered a distinct legal entity, but a 'fiduciary relationship' between multiple people." Id. at n.17 (citing Americold, 136 S. Ct. at 1016). Further, "[t]rusts do not have 'members,' rather a trust exists where a settlor transfers title of property to a trustee to hold in trust for the benefit of beneficiaries." Id. at n.17, Lewis v. Deutsche Bank Nat'l Tr. Co., CIVIL ACTION No. 3:16-CV-133, at *5 n.3 (S.D. Tex. Apr. 13, 2017)*

Remand and Transfer

Remand, 28 U.S.C. § 1367(c) or § 1447, and transfer, 28 U.S.C. § 1407, are not synonymous. As previously stated, 28 U.S. Code § 1447 is a post removal statute and by way of example “Section 1447(e) allows joinder and remand to state court if, **after removal**, "the plaintiff seeks to join additional defendants whose joinder would destroy subject matter jurisdiction". 28 U.S.C. § 1447(e).” *Doleac v. Michalson*, 264 F.3d 470, 475 (5th Cir. 2001).

28 U.S.C. Section 1447(d) states that "[a]n order remanding a case to the State court from which it was removed is not reviewable on appeal or otherwise," but the Supreme Court has held that this prohibition applies only when an order of remand is based on one of the grounds specified in section 1447(c): lack of subject matter jurisdiction or a defect in removal procedure, *see Schexnayder v. Entergy La., Inc.*, 394 F.3d 280, 283 (5th Cir. 2004) (citing *Quackenbush v. Allstate Ins. Co.*, 517 U.S. 706, 711-12, 116 S.Ct. 1712, 135 L.Ed.2d 1 (1996)).

The fact that Ostrom selected the term remand suggests his intention was that the federal court would decline to review such an order a priori and was thus intending a deception. It appears that Ostrom did deceive the Court into thinking it had no authority to review the "order for remand" [Doc 131-2] when in fact remand never happened.

4) Defendants argue that similar results may have been obtainable by other means.

There are "sharp distinctions between remands authorized by § 1447(c)" and remands authorized by § 1367(c). A discretionary remand pursuant to section 1367(c) is reviewable on appeal for abuse of discretion. *See Regan*, 524 F.3d at 631. *Brookshire Bros. v. Dayco Products*, 554 F.3d 595, 598-99 (5th Cir. 2009). This case was never removed from a state court, § 1441, and had nowhere to be returned to under § 1447.

28 U.S.C. § 1407 "was meant to `assure uniform and expeditious treatment in the pretrial procedures in multidistrict litigation among federal Districts " and that "[w]ithout it, `conflicting pretrial discovery demands for documents and witnesses' might `disrupt the functions of the Federal courts' as they nearly had in the electrical equipment company cases." (quoting H.R. Rep. No. 1130, 90th Cong., 2d Sess. 1 (1968), reprinted in 1968 U.S.C.C.A.N. 1898, 1899). In re Clients, 482 F.3d 835, 837 n.3 (5th Cir. 2007)

Adding an Involuntary Plaintiff is disfavored

The law generally disfavors forced joinder of a party as a plaintiff with whatever procedural handicaps that normally entails. Under our adversary system the general rule is that only the party who initiates the lawsuit should be saddled with

the procedural burdens of a plaintiff. For that reason, absent the "proper case" exception, where there is an obligation to join as a plaintiff, the preferred method is to designate and serve involuntary parties as defendants, regardless of their appropriate interest alignment. See generally Wright Miller, 7 Federal Practice and Procedure § 1605 and cases cited therein. Although the scope of the involuntary plaintiff exception might possibly warrant broader treatment than it currently receives, we do not believe that joinder as a Rule 19(a) "involuntary plaintiff" is appropriate in this case, where Goller is (a) under no pre-existing obligation to join Eikel and Davey's suit, and (b) amenable to the court's process as a defendant. Eikel v. States Marine Lines, Inc., 473 F.2d 959, 962 (5th Cir. 1973)

The fact that procedures were not followed and the requirements of the rules never met, should be sufficient to conclude that the things claimed by Defendants to have occurred, did not occur as a matter of black letter law. There was no pollution of diversity and there was no remand, only fraud upon the Court and a grave miscarriage of justice, impacting the integrity of the judicial process by deliberate poisoning.

5) Defendants argue that the alleged fraud has already been determined by other federal courts to be frivolous, “fantastical and often nonsensical”

For this proposition Defendants point to S.D.T.X. No. 4:16-cv-1969, an honest services fraud case, 18 U.S.C. § 1346, brought under the Racketeer Influenced Corrupt Organization Act, 18 U.S.C. § 1961-1968, citing illegal wiretappings⁸, extortion⁹, conversion,¹⁰ and fraud. Plaintiff Curtis filed the civil RICO complaint [Doc 131-7] when it was obvious where the state probate court was headed. Having read the horror stories of previous visitors to that arena, she filed her

⁸ First mentioned in the original complaint filed in this court Case 4:12-cv-00592 Document 1 Filed in TXSD on 02/27/12 Page 19 of 28 Para 4 and arising as explained in [Doc 115]

⁹ Referring to instruments claiming to alter or amend irrevocable trusts and containing the heinous in Terrorem clause with the corruption of blood provisions and license to steal. Case 4:12-cv-00592 Document 1 Filed in TXSD on 02/27/12 Page 20 of 28 Para 4 – The in Terrorem

¹⁰ Referencing the agreement to convert the above titled cause into “estate of Nelva Brunsting 412249-402” and then into “estate of Nelva Brunsting 412249-401” [Doc 128-1] the event Defendants argue does not represent the disappearance of Plaintiff Curtis federal lawsuit.

federal complaint **without** any fully litigated state court determinations, because she could not buy a substantive evidentiary hearing in Probate Court No. 4.

The Fifth Circuit unanimously held jurisdiction in this case to be in this Court in 2013.¹¹ There are thirty-two cases citing *Curtis v Brunsting* 704 F.3d 406, all 100% positive, and yet that opinion has been regarded as equally frivolous and trivial by the Defendants and made unavailable to the Appellant that obtained the favorable opinion by the very Court where the Fifth Circuit confirmed the case did not belong. Plaintiff has been sanctioned twice for filing frivolous pleadings, apparently for using the case style above in a court where it is not, and for seeking relief in this Court. [Doc 131-12 & 131-13]

RICO is the most difficult claim to plead in both state and federal courts and most are dismissed for failure to state a claim. In *Curtis et al., vs. Kunz-Freed et al* SDTX No. 4:16-cv-1969 the District Court dismissed all claims based on a number of often overlapping grounds that included (1) judicial immunity, (2) attorney immunity, (3) failure to state a claim, and (4) the court's inherent power to dismiss frivolous complaints. All those practicing in probate court know, **or should know**, a pour-over-will avoids probate. In the RICO case all Defendants pled the probate exception:

Probate Case: Gregory Lester Doc 83 p.1, Darlene Payne Smith Doc 84 p.9, 10, 13, 14, 16, 17, Jason Ostrom Doc 78 p.1, County Attorneys for Judges Butts & Comstock Doc 53, p2, 16, 30, Steven Mendel Doc 36 p2, 6, Amy Brunsting Doc 35, p.1 (Ghost written), Anita Brunsting Doc 30 p.1, Probate Proceeding County Attorneys for Judges Butts & Comstock Doc 53, p3, 4, 7, 15, 29, Vacek & Freed Doc 20, p.4, 6, 7, Bobbie G. Bayless, Doc 23, p.2, 3, Neal Spielman Doc 40, p.3, Darlene Payne Smith Doc 84, p.8, 10, Probate Matter; County Attorneys for Judges Butts & Comstock Doc 53, p.18 - Doc 79 p.9, 10, 13, 14, 16, 17; Neal Spielman Doc39, p1, 2 - Doc 40, p.1, 2, 3; Jill Young Doc 25, p.3

¹¹ *Curtis v Brunsting* 704. F.3d 406 (2013)

Jill Willard Young also pled Rooker-Feldman¹² in direct violation of 18 U.S.C. § 1001:

“In reality, their Complaint is a bizarre, conspiracy-theory-laden attempt to seek revenge for being on the losing end of trust and estate determinations that have already been fully litigated in Texas state court”

Plaintiff continues to stand on the same fact claims today, four years later, as stated herein and as stated then in Case 4:16-cv-01969 and Documents 1 and 115 in this Court 4:12-cv-592. Not one issue has been resolved since leaving this court, beginning with what are the valid trust instruments, who are the trustees and what are the affirmative fiduciary duties, if any, and have any of those affirmative fiduciary duties been performed?

Defendants claim to be the trustees but have followed none of the instruments they cling to and have performed no affirmative fiduciary duties. The Brunsting trust is ruptured, dry, passive and naked, being held hostage for a ransom called fees [Exhibit 6], with a demand for capitulation that has escalated to in Terrorem proportions, despite the fact that in a dry trust both legal and equitable title merge in the beneficiary and the trustees’ only authority is to transfer the assets to, or as instructed by, the beneficiary¹³. The law does not embrace any of Defendant’s conduct nor is it shielded from the eyes of legitimate justice by Rooker-Feldman Doctrines, probate exceptions, latches or limitations.

6) Defendants argue (3) Plaintiff’s efforts to secure relief under Rule 60 are merely an alternate means of “forum shopping” her previously unsuccessful jurisdictional arguments.

Plaintiff prevailed on her jurisdictional argument in the Fifth Circuit in 2013, Curtis v Brunsting 704 F.3d 406. The probate exception has already been held not to apply in this case. If

¹² Case 4:16-cv-01969 Document 25 Filed in TXSD on 09/15/16 Page 1 of 17

¹³ Rife v. Kerr, 513 S.W.3d 601 (Tex. App. 2016); IN RE GOFF, 812 F.2d 931 (5th Cir. 1987); In re Deer, No. 06-02460-NPO, ADV. PROC. 07-00060-NPO (Bankr. S.D. Miss. Mar. 14, 2008)

Defendants were unhappy with the result they obtained, they chose not to pursue certiorari to the Supreme Court. When named as Defendants in the probate court on the same day this Court issued a preliminary injunction, Defendants chose to remain in the state court and now come before this court with the same argument they lost in the Circuit Court in this case and **attempt to continue their fraudulent manufacture of a vexatious litigant label by mischaracterizing Plaintiff's pleadings and blending concepts in an effort to legitimize the fraud Ostrom perpetrated on this Court.**

The disrespectful tone of Defendant's answer [Doc 131] demonstrates the type of glaring and undeserved hostility Plaintiff Curtis has suffered at the hands of the fiduciary Defendants' attorneys for far too long. The obligations of a trustee under Texas law is "one of the highest fiduciary duties recognized by law"¹⁴ These Defendants and their counsel have shown egregious disrespect for the legal and moral obligations of a fiduciary and the commands of this Court, to a degree that is intolerable.¹⁵

Even the comment that Remand and Transfer are generally synonymous and arrive at the same destination regardless of how they are used to construct a legal proposition is quite troubling, when this Court made it clear at the injunction hearing that this case was not going to be one of those cases that drag on for years and "*where the attorneys walk away with all the money and the parties walk away broke*". The respite Plaintiff Curtis had in probate court is too much like the ones we see on television. Property claims subject to in rem proceedings, in the instance of the pour-over mandate of an uncontested will, become proceedings in equity, whether by breach of fiduciary or in combination with those of other torts, thus forcing questions of jurisdiction out of probate rem and placing them before a court competent to take unbiased cognizance of fact and

¹⁴ In re Enron Corp. Securities, Derivative "ERISA", 284 F. Supp. 2d 511 (S.D. Tex. 2003) "The Restatement (Second) of Trusts §§ 184, 184" In re Enron Corp. Securities, Derivative "ERISA", 284 F. Supp. 2d 511, 126 (S.D. Tex. 2003)

¹⁵ "Our government teaches the whole people by its example. If the government becomes the law breaker, it breeds contempt for law, it invites every man to become a law unto himself, it invites anarchy." Louis D. Brandeis

law issues in personam, brought by parties in interest, with standing to pursue lawful remedy. When a trustee fails to act for such purposes, legal and equitable titles merge in the beneficiary, a concept that flows from the statute of uses of 1535. Defendants are in wrongful possession of Plaintiff's property and have shown their true intentions are theft, just as Plaintiff Curtis stated in her original 2012 complaint [Doc 1, P. 20].

Compulsory Counter Claims

On November 4, 2019, after eight years of abuse at the hands of these Defendants and their absolute refusal to perform a single affirmative fiduciary obligation, Defendants launched their in Terrorem clause scheme¹⁶ in Probate Court 4, by filing what they called "Original Counter Claims" accusing Candace of violating the no-contest clause in the 8/25/2010 QBD/TPA (containing corruption of blood), citing the actions taken by Ostrom and his associate, Nicole Sain-Thornton, in the probate court, where neither Ostrom nor Sain-Thornton filed notice of appearance in compliance with the rules of agency.

CONCLUSION

The action before the Court is not a probate matter, probate case or probate proceeding, but a tort action exclusively related to interference with property rights and the intentional infliction of emotional distress resulting from her sisters' intention to steal her share of the family trust, *Curtis v Brunsting* 704 F.3d 406 (Jan 2013).

Since the May 2014 deceptive removal of her cause, no substantive issues have been properly heard. Not a single finding of fact or evidenced conclusion of law or even witness

¹⁶ Case 4:12-cv-00592 Document 1 Filed in TXSD on 02/27/12 Page 20 of 28 Para 4

testimony is found in the record. **By the time the repeated insults and bullying had evolved to a scheme to sanction her as a vexatious litigant,** Curtis secured counsel.

Upon sufficient reading, Counsel found that Curtis had no case in probate court, had no avenue to remedy by appeal, yet whose property was being held for an attorney fees ransom. Counsel is compelled to abstain from further participation in Probate Court No. 4 and pursue just remedy in the only Court of competent jurisdiction available.

In view of current on-going machinations by defendants in Probate Court 4, Counsel would urge this Court to take judicial notice of the attached exhibits and act precipitously to prevent further injury, which appears to Counsel to be imminent, absent said requested action to reopen this case.

Jurisdiction is in this Court

No involuntary plaintiff was served with summons. Diversity was not polluted. The record was not transferred. The above styled cause, *Candace Louise Curtis vs. Anita Brunsting, Does 1-100, Amy Ruth Brunsting* is not now nor has it ever been in a state probate court, nor has any state probate court docket sheet ever identified federal Plaintiff Curtis as a Plaintiff.

Defendants insist this Court has no business enforcing the preliminary injunction issued by this Court, [Doc 45] while Defendants have squandered more than \$147,000 in tax liabilities alone, as a direct result of their absolute refusal to distribute income to the five income beneficiaries as commanded in the preliminary injunction. In a desperate attempt to get these Defendants to recognize the authority of this Court, Plaintiff registered the injunction as a foreign judgment in the Harris County District Court which, in and of itself is merely a notice that makes the judgment enforceable within the state but asks for no specific relief. **Defendants use this registration as if it were a new lawsuit in effort to add another arrow to their vexatious litigant quiver.** Their reaction

was to file a motion to transfer, original answer and motion for sanctions so insolent and insulting to the dignity and authority of this Honorable Court, they must be included in this brief [Exhibits 7, 8].

“Given the history of Plaintiff’s ill-advised, ill-conceived, contemptuous and sanctionable conduct in connection with and/or related to the Trust, including antics that have been described by other Justices as “fantastical”, “nonsensical”, “frivolous” and “implausible” 1, the omission of “venue” facts and allegations is likely due to Plaintiff’s historically-confirmed practice of filing pleadings in violation of Sections 9.012, 10.004 of the Texas Civil Practice and Remedies Code and/or Rule 13 of the Texas Rules of Civil Procedure,”

All of this raises the issue of 28 U.S.C. § 1927 sanctions. Even after having been directed by this Court to make real, by depositing income, the claims in Defendant Amy Brunsting’s March 6, 2012 affidavit, [Doc 10-1] that personal asset trusts had been set up for the beneficiary, no division into shares has ever occurred and the total economic losses resulting from the shenanigans described to date are difficult to quantify because they are so overwhelming.

RELIEF SOUGHT

First filed Plaintiff Candace L. Curtis respectfully moves this Court to reopen the above cause for further proceedings without further delay and to issue Orders to the Defendants to appear and show cause why they should not be held in contempt and sanctioned accordingly.

CERTIFICATE OF CONFERENCE

Plaintiff/Petitioner has conferred with opposing counsel and they are adamantly opposed to this Court continuing where it left off six years ago. Defendants and their counsel would prefer to hold Plaintiff’s property hostage until Plaintiff capitulates to their fee demands or they get a disinheritance decree against the beneficiary for demanding the surrender of property in which the Defendant trustees are in wrongful possession.

PROOF OF SERVICE

The undersigned hereby certifies that a true and correct copy of this instrument was electronically filed with the United States District Court for the Southern District of Texas to be served via electronic means by the clerk through the ECF system as follows:

Respectfully submitted

Candice Schwager

Candace Louise Curtis represented by
Added: 02/27/2012
(Plaintiff)

Candice Lee Schwager
Schwager Law Firm
2210 Village Dale Ave
Houston, TX 77059
United States
832-315-8489
713-456-2453 (fax)
schwagerlawfirm@live.com
Assigned: 07/17/2020
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Anita Kay Brunsting represented by
Added: 02/27/2012
(Defendant)

Stephen A Mendel
The Mendel Law Firm L.P.
1155 Dairy Ashford
Ste 104
Houston, TX 77079
281-759-3213
281-759-3214 (fax)
steve@mendellawfirm.com
Assigned: 08/13/2020
ATTORNEY TO BE NOTICED

Amy Ruth Brunsting represented by
Added: 02/27/2012
(Defendant)

Stephen A Mendel
The Mendel Law Firm L.P.
1155 Dairy Ashford
Ste 104
Houston, TX 77079
281-759-3213
281-759-3214 (fax)
steve@mendellawfirm.com
Assigned: 08/13/2020
ATTORNEY TO BE NOTICED

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS	§	
Plaintiff,	§	Civil Action 4-12-cv-00592
	§	
v	§	Petitioner's Declaration in Support of
	§	
ANITA KAY BRUNSTING	§	Emergency Motion to Reopen Docket
Does 1-100	§	
AMY RUTH BRUNSTING	§	28 U.S.C. § 1746 ¹
Defendants	§	

PETIONER CANDACE L. CURTIS' AFFIDAVIT IN SUPPORT OF EMERGENCY MOTION
TO REOPEN DOCKET

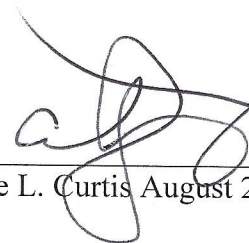
The undersigned does herein declare and state as follows:

My name is Candace Louise Curtis. I am beyond the age of majority and reside in Napa County, California. I suffer no legal disabilities and have personal knowledge of the facts set forth herein, and, if called as a witness, could testify completely thereto.

I declare and state under penalty of perjury that, to the best of my knowledge and belief, the information presented herein is true, correct, accurate and complete and that the statements of fact contained in my Rule 60 Motion [Doc 128] and in my Emergency Motion to Reopen the Docket are also true and correct and based upon personal knowledge.

With my signature below, I verify and reaffirm under penalty of perjury that all of the fact allegations previously made by me before this Honorable Court are true and correct as stated.

Respectfully submitted,



Candace L. Curtis August 23, 2020




¹ Although an unsworn affidavit is incompetent to raise a fact issue precluding summary judgment, the statutory exception in 28 U.S.C. § 1746 permits unsworn declarations to substitute for an affidavit if made "under penalty of perjury" and verified as "true and correct."




STAN STANART
Welcome RikMunson | [Logout](#) | [Edit Profile](#) | [Change Password](#)
 Harris County Clerk

[Courts](#) [Property Records](#) [Personal Records](#) [Other](#)

Probate - November 1837 to present

Case Number: 412249-402	<input type="button" value="Search"/>	 <p>Images available from Jan. 1, 2008 to Present</p> <p>26 Event Record(s) Found.</p> <p>Probate - reflect(s) filings accepted through 2016-09-09</p>
<input checked="" type="radio"/> Party <input type="radio"/> Attorney	<input type="button" value="Search"/>	
Name Last Name First - No Punctuation		
File Date (From): MM/DD/YYYY  (To): MM/DD/YYYY 		

Case	Court	File Date	Commenced By	Status	Nature	Style	Location	View All
412249	4	04/02/2012	Original Will	Closed Case	Deposit of Will with NO Application	NELVA E BRUNSTING		Parties
412249-401	4	04/09/2013	Application	OPEN	Declaratory Judgement (Indep.)	NELVA E. BRUNSTING, DECEASED		Parties
412249-402	4	02/09/2015	Petition	OPEN	Motion Pertaining to Lawsuits			Parties

20-20566.2869

<u>Case</u>	<u>File Date</u>	<u>Event</u>	<u>Comments</u>	<u>Pgs</u>	<u>Document ID</u>
412249-402	02/09/2015	Case Initiated - Petition		0	
412249-402	02/09/2015	Motion Pertaining to Lawsuits Only (Indep.)	NOTICE OF FILING OF PLAINTIFF'S ORIGINAL PETITION	601	PBT-2015-47608
412249-402	02/09/2015	Receipts	RECEIPT #1166739 CHARGED \$182.00 FOR ENVELOPE #4075218	1	PBT-2015-47611
412249-402	02/09/2015	Misc. Notice	NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTERFILED PREVIOUSLY ON 2/6/15	51	PBT-2015-47630
412249-402	02/09/2015	Receipts	RECEIPT# 1166586 CHARGED \$27.00 FOR ENVELOPE NUMBER 40506979	1	PBT-2015-47634
412249-402	02/10/2015	Amended	NOTICE OF FILING OF PLAINTIFFS FIRST AMENDED PETITION	12	PBT-2015-47716
412249-402	02/10/2015	ELECTRONIC FILING FEE		0	
412249-402	02/11/2015	ELECTRONIC FILING FEE		0	
412249-402	02/11/2015	Notice of Hearing		2	PBT-2015-48491
412249-402	02/11/2015	Receipt# 1167156 generated for the amount of \$ 2.00		0	
412249-402	02/12/2015	ELECTRONIC FILING FEE		0	
412249-402	02/12/2015	Demand for a Jury		0	
412249-402	02/12/2015	Amended	PLAINTIFF'S SECOND AMENDED PETITION	8	PBT-2015-49977
412249-402	02/12/2015	Misc. Notice	NOTICE OF FILING OF INJUNCTION AND REPORT OF MASTER	51	PBT-2015-50259

20-20566.2870

<u>Case</u>	<u>File Date</u>	<u>Event</u>	<u>Comments</u>	<u>Pgs</u>	<u>Document ID</u>
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412249-402	02/12/2015	ELECTRONIC FILING FEE		0	
412249-402	02/12/2015	Application for Continuance		5	PBT-2015-50464
412249-402	02/13/2015	Receipt# 1167788 generated for the amount of \$ 4.00		0	
412249-402	02/13/2015	Receipt# 1167789 generated for the amount of \$ 25.00		0	
412249-402	02/13/2015	Receipt# 1167800 generated for the amount of \$ 24.00		0	
412249-402	02/13/2015	ELECTRONIC FILING FEE		0	
412249-402	02/13/2015	Receipt# 1168038 generated for the amount of \$ 2.00		0	
412249-402	02/17/2015	ELECTRONIC FILING FEE		0	

<u>Case</u>	<u>File Date</u>	<u>Event</u>	<u>Comments</u>	<u>Pgs</u>	<u>Document ID</u>
412249-402	02/17/2015	Misc. Notice	CHANGE OF NAME AND ADDRESS	2	PBT-2015-56703
412249-402	02/18/2015	Receipt# 1168909 generated for the amount of \$ 2.00		0	

DATA ENTRY
PICK UP THIS DATE

PROBATE COURT 4

CAUSE NO. 412,249 - 401

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

CAUSE No. 412,249 - 402

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

AGREED ORDER TO CONSOLIDATE CASES

On this day came to be considered the oral Motion to Consolidate Cases seeking to have the pleadings assigned to Cause Number 412,249-402 consolidated into Cause Number 412,249-401. The Court finds that the actions involve the same parties and substantially similar facts, and that they should be consolidated and prosecuted under Cause Number 412,249-401. It is, therefore,

ORDERED that Cause Number 412,249-402 is hereby consolidated into Cause Number 412,249-401. It is further,

ORDERED that all pleadings filed under or assigned to Cause Number 412,249-402 be moved into Cause Number 412,249-401.

SIGNED on this 16 day of March, 2015.

Clemetine Buter
JUDGE PRESIDING

03092015:0815:P0002

03092015:0815:P0003

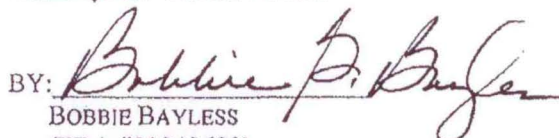
APPROVED AS TO FORM:

ostrommorris, PLLC

BY: 

JASON B. OSTROM
(TBA #24027710)
jason@ostrommorris.com
R. KEITH MORRIS, III
(TBA #24032879)
keith@ostrommorris.com
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713.863.1051 (Facsimile)

Attorneys for Candace Curtis

BY: 

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2931 Ferndale
Houston, Texas 77098
713.522.2224
713.522.2218 (Facsimile)

Attorney for Drina Brunsting, Attorney in Fact
for Carl Brunsting

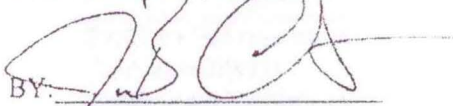
BY: _____

DARLENE PAYNE SMITH
(TBA #18643525)
dsmith@craincaton.com
1401 McKinney, 17th Floor
Houston, Texas 77010
713.752.8640
713.425.7945 (Facsimile)

Attorney for Carole Brunsting

APPROVED AS TO FORM:

ostrommorris, PLLC



BY: _____
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(TBA #24027710)
jason@ostrommorris.com
R. KEITH MORRIS, III
(TBA #24032879)
keith@ostrommorris.com
6363 Woodway, Suite 300
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713.863.1051 (Facsimile)

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BY: _____
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2931 Ferndale
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713.522.2224
713.522.2218 (Facsimile)

Attorney for Drina Brunsting, Attorney in Fact
for Carl Brunsting



BY: _____
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(TBA #18643525)
dsmith@craincaton.com
1401 McKinney, 17th Floor
Houston, Texas 77010
713.752.8640
713.425.7945 (Facsimile)

Attorney for Carole Brunsting

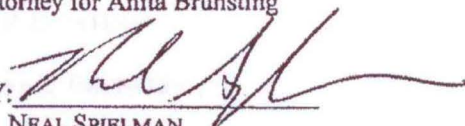
03092015:0815:P0004

03092015:0815:P0005

BY: 

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(TBA #24038892)
brad@mendellawfirm.com
1155 Dairy Ashford Street, Suite 104
Houston, Texas 77079
281.759.3213
281.759.3214 (Facsimile)

Attorney for Anita Brunsting

BY: 

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nspielman@grifmatlaw.com
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1124
281.870.1647 (Facsimile)

Attorney for Amy Brunsting

Subject: Fw: [Ext] Fw: Case 412249-401

From: Candace Curtis <occurtis@sbcglobal.net>

Date: 1/28/2019, 12:09 PM

To: Rik Munson <blowintough@att.net>

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X-Mozilla-Status2: 00000000

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Return-Path: <occurtis@sbcglobal.net>

Received-SPF: none (domain of sbcglobal.net does not designate permitted sender hosts)

X-YMailISG: LBjB.DIWLDvT6MynNT5ZXN2jlGcwR26QUJEIXJzYA9OdXA4f htG6xK9sJphVlc
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Received: from sonic.gate.mail.ne1.yahoo.com by sonic317.consmr.mail.bf2.yahoo.com with HTTP;

Message-ID: <1675116006.2539264.1548706161818@mail.yahoo.com>

In-Reply-To: <DB7PR04MB4204B4992310D3936E95998E90960@DB7PR04MB4204.eurprd04.pr

References: <1476604750.2191235.1546550194181.ref@mail.yahoo.com> <1476604750.2191235.
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20-20566.2878

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

From: Carole Brunsting <CBrunsting@cameron.slb.com>

To: occurtis@sbcglobal.net <occurtis@sbcglobal.net>

Sent: Monday, January 28, 2019, 10:58:32 AM PST

Subject: FW: [Ext] Fw: Case 412249-401

On Friday, January 4, 2019, 11:16:04 AM CST, Comstock, Clarinda (Probate Courts)

<Clarinda.Comstock@prob.hctx.net> wrote:

Dear Ms. Brunsting,

Of course I remember you and I appreciate any efforts to resolve this case.

I apologize for the delay in response. I needed time to review the record to answer your question.

The -402 was initially established 2/7/2015 by Candace Curtis/Jason Ostrom with the filing of a Notice of Filing of Original Petition from the Federal District Court upon remand by that court.

In the -402, no motion for consolidation appears to be of record.

The unsigned order you emailed was filed in the -401 on 3/5/2015 as an Agreed Order to Consolidate Cases.

Although this was an agreed order, there was no application to consolidate the cases filed of record.

I cannot explain why this agreed order was not signed at that time.

Often orders that are filed without a motion attached were not circulated to the court and, at that time, we had a different filing system.

20-20566.2879

So, the answer to your question is no, that order does not appear to have been signed, therefore the cases were not ordered to be consolidated.

If you need additional information, please do not hesitate to contact me.

Regards,

Clarinda Comstock

Associate Judge

Harris County Probate Court 4

Clarinda.comstock@prob.hctx.net

832-927-1404

Schlumberger-Private

From: Carole Brunsting <cbrunsting@sbcglobal.net>

Sent: Thursday, January 3, 2019 3:17 PM

To: Comstock, Clarinda (Probate Courts) <Clarinda.Comstock@prob.hctx.net>

Subject: Case 412249-401

Judge Comstock,

I am a Pro Se litigant in Case-No 412249-401 and have never missed a hearing. This case has been in Probate Court 4 for many years.

The issue I am writing to you about today is regarding the consolidation of cases 412249-402 and 412249-401. Did Judge Butts ever sign off on this consolidation? I am attaching a copy of the unsigned document that I found online. Could you please provide me the information that I would need to show that either this case was consolidated or not consolidated.

20-20566.2880

Thank you so much for your help and please let me know if you need any other information.

Regards,

Carole Brunsting

Subject: Re: Fw: 412,249-401 Brunsting Estate - Agreed Order to Consolidate Cases
From: Rik Munson <blowintough@att.net>
Date: 1/28/2019, 10:11 AM
To: Candace Curtis <occurtis@sbcglobal.net>
X-Mozilla-Status: 0001
X-Mozilla-Status2: 00800000
References: <7FC97DF7232FCD4D89C264D7C8A73F530F0DB0AE@SVPITCXM06.hc.hctx.net>
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Content-Language: en-US

On 1/28/2019 10:05 AM, Candace Curtis wrote:

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

From: Comstock, Clarinda (Probate Courts) <Clarinda.Comstock@prob.hctx.net>
To: Bobbie Bayless <bayless@baylessstokes.com>; Carole Brunsting <cbrunsting@sbcglobal.net>; nspielman@grifmatlaw.com <nspielman@grifmatlaw.com>;
Foley, Zandra <zfoley@thompsoncoe.com>; Candace Curtis <occurtis@sbcglobal.net>;
Reed, Cory <CReed@thompsoncoe.com>; Steve Mendel <steve@mendellawfirm.com>
Sent: Monday, January 28, 2019, 9:38:27 AM PST
Subject: RE: 412,249-401 Brunsting Estate - Agreed Order to Consolidate Cases

Our clerk just informed me that the order was in the paper file, but had not been scanned.

She has arranged for scanning and it should be available on line soon.

Thank you for bringing this to my attention and apologies for any inconvenience.

Regards,

Clarinda Comstock

20-20566.2882

Associate Judge

Harris County Probate Court 4

Clarinda.comstock@prob.hctx.net

832-927-1404

From: Comstock, Clarinda (Probate Courts)

Sent: Friday, January 25, 2019 5:01 PM

To: 'Bobbie Bayless' <bayless@baylessstokes.com>

Subject: RE: 412,249-401 Brunsting Estate - Agreed Order to Consolidate Cases

Thank you. I have asked our Clerk to investigate the whereabouts of the original order. I will let you know as soon as I know something more.

Thank you for bringing this back around to my attention.

Regards,

Clarinda Comstock

Associate Judge

Harris County Probate Court 4

Clarinda.comstock@prob.hctx.net

832-927-1404

20-20566.2883

From: Bobbie Bayless <bayless@baylessstokes.com>
Sent: Friday, January 25, 2019 3:40 PM
To: Comstock, Clarinda (Probate Courts) <Clarinda.Comstock@prob.hctx.net>
Subject: FW: 412,249-401 Brunsting Estate - Agreed Order to Consolidate Cases

Judge Comstock—In trying to figure out what might have happened to this consolidation order, I ran across this email where you circulated it to the parties. I thought it might help if you are trying to locate it.

From: Comstock, Clarinda (Probate Courts) [<mailto:Clarinda.Comstock@prob.hctx.net>]
Sent: Monday, March 16, 2015 1:57 PM
To: Jason Ostrom; Bobbie Bayless; Darlene Smith; brad@mendellawfirm.com;
nspielman@grifmatlaw.com
Subject: 412,249-401 Brunsting Estate - Agreed Order to Consolidate Cases

Attached is the signed Order to Consolidate Cases in this matter into the -401.

Clarinda Comstock

Associate Judge

Harris County Probate Court Four

7th Floor, 201 Caroline

Houston, TX 77002

713-368-6767

--

Rik Munson
probatemafia.com
Exposing color of law organized crime

20-20566.2884

— Attachments: —

2015-03-05 Case 412249-401 PBT-2015-76288 Agreed Order to Consolidate
cases.pdf

376 KB

Subject: RESPONSE FROM AN ATTORNEY
From: Carole Brunsting (cbrunsting@sbcglobal.net)
To: occurtis@sbcglobal.net;
Date: Thursday, December 29, 2016 6:56 AM

Dear Ms. Brunsting:

As you know, our firm represents your sister, Anita Brunsting, in her capacity as co-trustee of the trust. We are sending this response to you on the assumption that you continue to represent yourself, as we are not aware of any attorney taking over your representation since you separated from the Crain Caton law firm.

We received your request for a distribution and the request is denied. The reasons for denial include, but are not limited to, your articulated reasons are insufficient, Ms. Curtis's allegations in the probate litigation, and the estate's need to maintain liquidity for incurred debt.

We understand that you believe the probate court ordered that distributions be made for the reasons that you claimed. We are unaware of such an order. If you believe the probate court issued such a ruling, then please provide a copy of same.

Best wishes.

Very truly yours,
Stephen A. Mendel

The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, TX 77079
O: 281-759-3213
F: 281-759-3214
steve@mendellawfirm.com

CAUSE NO. 2020-35401

CANDACE LOUISE CURTIS	§	IN THE DISTRICT COURT OF
	§	
VS.	§	HARRIS COUNTY, TEXAS
	§	
ANITA KAY BRUNSTING AND	§	
AMY RUTH BRUNSTING	§	151 ST JUDICIAL DISTRICT

**MOTION TO TRANSFER, ORIGINAL ANSWER AND
MOTION FOR CONTEMPT AND SANCTIONS**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendants, AMY RUTH BRUNSTING and ANITA KAY BRUNSTING (who, while apparently sued in their individual capacities, are actually the co-trustees of The Brunsting Family Living Trust, which itself is the subject of several proceedings currently pending in Probate Court No. 4 of Harris County, Texas), and file this, their Motion to Transfer, Original Answer and Motion for Contempt and Sanctions. In support, Defendants would show unto this Court the following:

I. PREFATORY STATEMENT

The Houston 14th Court of Appeals decided that venue statutes apply to the Texas Civil Practice and Remedies Code's Uniform Enforcement of Foreign Judgments Act ("UEFJA"). *Cantu v. Howard S. Grossman, P.A.*, 251 S.W.3d 731, 741-42 (Tex. App.–Houston [14th Dist.] 2008, pet. denied). In fact, it was determined that a motion to transfer venue can be filed as soon as a foreign judgment is *properly filed* in a Texas Court. *See Cantu*, 251 S.W.3d at 741. [Emphasis Added].

Meanwhile, our well-established "due order of pleading" rules require a defendant to file a motion to transfer venue after a special appearance (if any) and before or along with any other pleading or motion. Tex. R. Civ. P. 86(1), 120a(1); *see Massey v. Columbus State Bank*, 35 S.W.3d 697, 700 (Tex. App.–Houston [1st Dist.] 2000, pet. denied.). Therefore, it would appear that before

a defendant can address issues indicating that an alleged foreign judgment has been *improperly filed* in a Texas Court, the defendant must, out of an abundance of caution, first proceed with a motion to transfer venue.

In following this presumed order of pleadings, it is not Defendants intent to admit or waive, nor should they be construed as admitting or waiving, that the alleged “foreign judgment” underlying Plaintiff’s Petition to Enforce Foreign Judgment is actually a judgment (foreign or otherwise) and/or that it has been properly filed. Additionally, neither Defendant accepts, agrees or acknowledges Plaintiff’s description of herself as a “judgment creditor” or her description of Defendants, whether in their individual or trustee capacities, as “judgment debtors.”

II. MOTION TO TRANSFER

Plaintiff’s Petition to Enforce Foreign Judgment contains no facts or allegations that support “venue” in the District Courts of Harris County, Texas being proper. Given the history of Plaintiff’s ill-advised, ill-conceived, contemptuous and sanctionable conduct in connection with and/or related to the Trust, including antics that have been described by other Justices as “fantastical”, “nonsensical”, “frivolous” and “implausible”¹, the omission of “venue” facts and allegations is likely due to Plaintiff’s historically-confirmed practice of filing pleadings in violation of Sections 9.012, 10.004 of the Texas Civil Practice and Remedies Code and/or Rule 13 of the Texas Rules of Civil Procedure², and/or as something of a “collateral attack” on Probate Court No. 4’s prior rulings regarding its jurisdiction of and over the Brunsting Family Limited Trust (and other) matters **currently pending** in Probate Court No. 4, including without limitation,

¹ See Exhibit 1 – Orders/Opinions from the United States District Court for the Southern District of Texas – Houston Division and from the United States Court of Appeals – 5th Circuit;

² See Exhibit 2 – Order Granting Motion for Contempt and Sanctions.

Probate Court No. 4's prior denial of Plaintiff's prior efforts to enforce the *Preliminary Injunction* Plaintiff seeks to domesticate.³

The alleged "foreign judgment" Plaintiff seeks to domesticate is a *Preliminary Injunction* issued in regard to the Brunsting Family Living Trust. It was issued in April 2013 when Plaintiff's trust-related claims and causes of action were pending in the United States District Court for the Southern District of Texas – Houston Division.⁴ Those claims remained pending within the United States District Court systems until May 2014 when Plaintiff filed a Motion to Remand those claims to Probate Court No. 4 of Harris County Texas.⁵

Via the Motion to Remand, Plaintiff requested that the Court "(a) remand this cause of action to Harris County Probate Court Number Four to be consolidated into Cause Number 412,249..." because "diversity jurisdiction will be destroyed via the First Amended Petition and because similar issues of fact and law are pending before Harris County Probate Court Number Four." The Court honored Plaintiff's request, signing an Order Granting Plaintiff's Motion to Remand on or about May 15, 2015.⁶

Thereafter, Plaintiff filed her Motion to Enter Transfer Order in Probate Court No. 4, and consistent with Plaintiff's request, Probate Court No. 4 subsequently signed an Order of Transfer accepting the Order Granting Plaintiff's Motion to Remand. In doing so, Probate Court No. 4 ordered that the pleadings and orders filed and entered in the remanded proceeding are "transferred to this Court to be held under Cause Number 412,249-401." The transferred pleadings and orders

³ Exhibit 3 – Order Denying Pleas and Motions filed by Candace Curtis

⁴ Case No. 4:12-cv-00592; *Candace Louise Curtis vs. Anita Kay Brunsting, and Amy Ruth Brunsting, and Does 1-100*

⁵ Exhibit 4 – Motion to Remand

⁶ Exhibit 5 – Order Granting Plaintiff's Motion to Remand

include the *Preliminary Injunction* upon which Plaintiff's Petition to Enforce Foreign Judgment is based.

Following the remand and transfer, Plaintiff filed Plaintiff's Second Amended Petition in Probate Court No. 4. On information and belief, this remains her live pleading. Cause Number 412,249-401, as well as other matters involving or relating to the Brunsting Family Living Trust, remain open and pending on Probate Court No. 4's docket.

A statutory probate court, such as Probate Court No. 4, has *exclusive* jurisdiction over all proceedings by or against a trustee and all proceedings concerning trusts. *See*, Trust (Property) Code §115.001(d). [Emphasis Added]. Probate Court No. 4 has confirmed its jurisdiction over the Brunsting Family Living Trust and dismissed Plaintiff's various attacks on its jurisdiction. Plaintiff's conduct in this regard has been so egregious that she has been found in contempt of court and sanctioned.

Considering the above and foregoing, there are a variety of perspectives this Court may employ as a basis for transferring this matter to Probate Court No. 4, including without limitation:

- The jurisdiction of the district court is exclusive except for jurisdiction conferred by law on a statutory probate court. (Trust (Property) Code §115.001(d));
- Venue of an action under Section 115.001 of the Trust Code is proper where the situs of administration of the trust is maintained, i.e., Probate Court No. 4. (Trust (Property) Code §115.002(b-1));
- Matters related to "probate proceedings" may be transferred to a statutory probate court from any other district, county or statutory court. Estates Code §34.001(a);
- A probate court may exercise pendent and ancillary jurisdiction as necessary to promote judicial efficiency and economy. Estates Code §32.001(b);
- Venue (of a trust proceeding) may be transferred for the convenience of the parties and witnesses. (Trust (Property) Code §115.002(d), (e));

- Determination of Plaintiff's Petition to Enforce Foreign Judgment by this Court would result in a violation of Texas' "one judgment" rule and/or result in unreasonable duplication or proliferation of litigation.

In light of the issues described above, Defendants respectfully request that Plaintiff's Petition to Enforce Foreign Judgment be transferred to Probate Court No. 4 (Cause No. 412,249-401).

III. ORIGINAL ANSWER/MOTION TO VACATE

As authorized by Rule 92 of the Texas Rules of Civil Procedure, Defendants enter a general denial of the matters pled by Plaintiffs and respectfully requests the Court require Plaintiff to prove her charges, claims and allegations by a preponderance of the evidence, clear and convincing evidence, and/or in compliance with any other burden of proof/legal standard applicable to Plaintiff's Petition to Enforce Foreign Judgment (including without limitation, the UEFJA), as are or may be required by the Constitution and/or the laws of the State of Texas.

By way of further answer, and/or in the alternative to Defendants' Answer, to the extent it is now, or is ever in the future determined that Plaintiff has filed a final, valid and subsisting judgment, then it Defendants' intent that this filing, in its totality, be considered and construed as a Motion to Vacate and/or a Motion to Stay Enforcement pursuant to Section 35.006 of the Texas Civil Practice and Remedies Code.

IV. MOTION FOR CONTEMPT AND SANCTIONS

A. Civil Contempt

Contempt of court is an appropriate means to enforce a court's civil order. V.T.C.A., C.P. &R., § 31.002(c). *Ex Parte Johnson*, 654 S.W.2d 415 (Tex. 1983). The contempt powers of the court are generally addressed by V.T.C.A., Government Code § 21.002. That section allows a court to punish a contemnor by a fine of not more than \$500 and/or confinement to the county jail

for not more than six months. The purpose of civil contempt is remedial and coercive in nature. A judgment of civil contempt exerts the judicial authority of the court to persuade the contemnor to obey some order of the court where such obedience will benefit an opposing litigant. *Ex Parte Werblud*, 536 S.W.2d 542, 545 (Tex. 1976).

For the reasons discussed herein, Defendants request that the Court find that Plaintiff has again violated Probate Court No. 4's Order Denying Pleas and Motions filed by Candace Curtis via this Petition to Enforce Foreign Judgment. Defendants request that Plaintiff be fined in the maximum amount available at law and that she continue to be held in contempt of court until such fine is paid.

B. Sanctions

Most sanctions are imposed under the authority of a specific statute or rule that permits a court to order sanctions. However, sanctions may also be imposed via a court's inherent power. *See In re Bennet*, 960 S.W.2d 35, 40 (Tex. 1997); *see also Remington Arms Co. v. Caldwell*, 850 S.W.2d 167, 172 (Tex. 1993). This power allows a court to impose sanctions for abuses of the judicial process not covered by rule or statute, or as necessary to aid in exercise of jurisdiction, administration of justice, and preservation its independence and integrity.

Based on the circumstances described above, Defendants request that this Court sanction Plaintiff and Plaintiff's counsel, whether on its own initiative and/or under CPRC §9.012, CPRC §10.004 and/or TRCP 13. Plaintiff, as condoned by Plaintiff's counsel, once again evidences an intent to harass, delay and increase the costs of litigation. Moreover, Plaintiff (and Plaintiff's counsel) have filed false, inaccurate pleadings and affidavits in an effort to mislead this Court, and in violation of the procedures and protocols set out in the UEFJA.

V. PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants, AMY RUTH BRUNSTING and ANITA KAY BRUNSTING (who, while apparently sued in their individual capacities, are actually the co-trustees of The Brunsting Family Living Trust, which itself is the subject of several proceedings currently pending in Probate Court No. 4 of Harris County, Texas) request that the matters addressed herein be set for hearing, and after that hearing order that this matter is transferred to Probate Court No. 4; is vacated; is stayed; that Plaintiff is in contempt of court; and/or that Plaintiff and Plaintiff's counsel are sanctioned. Defendants also request that Defendants request that they be granted/awarded all other relief to which they may be entitled.

Respectfully submitted,

GRIFFIN & MATTHEWS

BY: /s/ Neal E. Spielman
NEAL E. SPIELMAN
Texas State Bar No. 00794678
nspielman@grifmatlaw.com
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
281.870.1124 - Phone
281.870.1647 - Facsimile

ATTORNEYS FOR AMY BRUNSTING

THE MENDEL LAW FIRM, L.P.

BY: /s/ Stephen A. Mendel
STEPHEN A. MENDEL
Texas State Bar No. 13930650
1155 Dairy Ashford, Suite 300
Houston, Texas 77079
O: 281-759-3213
F: 281-759-3214
E: steve@mendellawfirm.com

ATTORNEYS FOR ANITA BRUNSTING

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 6th day of July 2020, to all counsel of record/pro se parties via E-file and/or direct e-mail.

Attorney for Candace Louise Curtis:

Candice L. Schwager
Schwager Law Firm
1417 Ramada Drive
Houston, Texas 77062
Via E-Mail: candiceschwager@icloud.com

Attorneys for Anita Kay Brunsting:

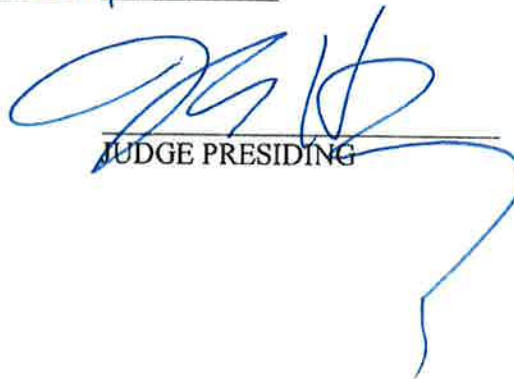
Steve Mendel
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Via E-Mail: steve@mendellawfirm.com

BY: /s/ Neal E. Spielman
NEAL E. SPIELMAN

2. The Court FURTHER ORDERS, ADJUDGES and DECREES that as punishment for this contempt, Candace Curtis is fined the sum of \$ 500.00, payable to Diane Trautman, Harris County Clerk, Indigent Bond Program, Registry No. 28190 on or before the 1st day of September 2019; at 201 Caroline, 8th Floor, Room 800 Houston, TX 77002
3. The Court, after considering the description of services, time, fees and costs described in the Affidavit of Neal E. Spielman, ~~totaling \$8,690.00 (representing \$7,505.00 @ 19 hrs x \$395.00/hr through and including the filing of the Motion and \$1,185.00 @ 3 hrs x \$395.00/hr in additional fees and expenses incurred after the filing of the Motion)~~ FURTHER ORDERS, ADJUDGES and DECREES that as further punishment for this contempt and/or as a sanction conferred in accordance with its own initiative and inherent power and/or under CPRC §9.012, CPRC §10.004 and/or TRCP 13, Curtis must pay to Amy Brunsting the sum of \$ 1,975.00 to Amy Brunsting in care of her attorneys – Griffin & Matthews – at 1155 Dairy Ashford, Suite 300, Houston, Texas 77007 on or before the 1st day of September, 2019

FURTHER, in so far as Curtis’s Response attempts to seek affirmative relief (including without limitation within the “Conclusion and Prayer” appearing on Page 6 of Curtis’s Response) all such affirmative relief is DENIED.

SIGNED ON THIS THE 23 DAY OF July, 2019.


 JUDGE PRESIDING

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been sent on this 3rd day of July 2019, to all counsel of record/pro se parties via E-file and/or direct e-mail.

Attorneys for Candace Kunz-Freed:

Zandra Foley/Cory S. Reed
Thompson, Coe, Cousins & Irons, L.L.P.
One Riverway, Suite 1400
Houston, Texas 77056
Via E-Mail: zfoley@thompsoncoe.com
Via E-Mail: creed@thompsoncoe.com

Candace Louise Curtis – Pro Se:

Candace Louise Curtis
Via E-Mail: occurtis@sbcglobal.net

Attorneys for Carl Henry Brunsting:

Bobbie G. Bayless
Bayless & Stokes
Via E-Mail: bayless@baylessstokes.com

Carole Ann Brunsting – Pro Se:

Carole Ann Brunsting
Via E-Mail: cbrunsting@sbcglobal.net

Attorneys for Anita Kay Brunsting:

Steve Mendel/Tim Jadloski
The Mendel Law Firm, L.P.
1155 Dairy Ashford, Suite 104
Houston, Texas 77079
Via E-Mail: steve@mendellawfirm.com
tim@mendellawfirm.com


NEAL E. SPIELMAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS
and
CARL BRUNSTING,

Plaintiffs,
VS.

ANITA KAY BRUNSTING, AMY RUTH
BRUNSTING, *et al*,

Defendants.

§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:12-CV-00592

NOTICE OF SETTING

The parties are hereby notified that a status conference regarding the plaintiff's exparte motion for relief (Dkt. No. 128) is set for **September 10, 2020 at 9:00 a.m.** and will be handled as a telephone conference. The parties are directed to contact the Court at the number provided in order to participate in the conference call.

Conference number: **713-250-5126**

Conference ID: **45126#**

Conference Password: **13579#**

Date: September 3, 2020

DAVID BRADLEY, CLERK

By: C. Horace, Case Manager to
Judge Kenneth M. Hoyt

TRANSCRIPT ORDER

DUE DATE:

Please Read Instructions:

1. NAME STEPHEN A. MENDEL		2. PHONE NUMBER (281) 759-3213		3. DATE 9/10/2020	
4. DELIVERY ADDRESS OR EMAIL STEVE@MENDELLAWFIRM.COM			5. CITY HOUSTON		7. ZIP CODE 77079
8. CASE NUMBER 4:12-CV-00592		9. JUDGE KENNETH M. HOYT		DATES OF PROCEEDINGS	
			10. FROM 9/10/2020		11. TO 9/10/2020
12. CASE NAME CURTIS V. ANITA & AMY BRUNSTING, ET AL.			LOCATION OF PROCEEDINGS		
			13. CITY HOUSTON		14. STATE TEXAS
15. ORDER FOR					
<input type="checkbox"/> APPEAL		<input type="checkbox"/> CRIMINAL		<input type="checkbox"/> CRIMINAL JUSTICE ACT	
<input type="checkbox"/> NON-APPEAL		<input checked="" type="checkbox"/> CIVIL		<input type="checkbox"/> IN FORMA PAUPERIS	
<input type="checkbox"/> BANKRUPTCY					
<input type="checkbox"/> OTHER					

16. TRANSCRIPT REQUESTED (Specify portion(s) and date(s) of proceeding(s) for which transcript is requested)


PORTIONS	DATE(S)	PORTION(S)	DATE(S)
<input type="checkbox"/> VOIR DIRE		<input type="checkbox"/> TESTIMONY (Specify Witness)	
<input type="checkbox"/> OPENING STATEMENT (Plaintiff)			
<input type="checkbox"/> OPENING STATEMENT (Defendant)			
<input type="checkbox"/> CLOSING ARGUMENT (Plaintiff)		<input type="checkbox"/> PRE-TRIAL PROCEEDING (Spicy)	
<input type="checkbox"/> CLOSING ARGUMENT (Defendant)			
<input type="checkbox"/> OPINION OF COURT			
<input type="checkbox"/> JURY INSTRUCTIONS		<input checked="" type="checkbox"/> OTHER (Specify)	
<input type="checkbox"/> SENTENCING		FULL TRANSCRIPTS	09/10/2020
<input type="checkbox"/> BAIL HEARING		REQUESTED	

17. ORDER

CATEGORY	ORIGINAL (Includes Certified Copy to Clerk for Records of the Court)	FIRST COPY	ADDITIONAL COPIES	NO. OF PAGES ESTIMATE	COSTS
ORDINARY	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
14-Day	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
EXPEDITED	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
3-Day	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
DAILY	<input type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
HOURLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO. OF COPIES		
REALTIME	<input type="checkbox"/>	<input type="checkbox"/>			

CERTIFICATION (18. & 19.)
By signing below, I certify that I will pay all charges (deposit plus additional).

ESTIMATE TOTAL	0.00
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18. SIGNATURE  PROCESSED BY

19. DATE **9/10/2020** PHONE NUMBER

TRANSCRIPT TO BE PREPARED BY COURT ADDRESS

	DATE	BY		
ORDER RECEIVED				
DEPOSIT PAID			DEPOSIT PAID	
TRANSCRIPT ORDERED			TOTAL CHARGES	0.00
TRANSCRIPT RECEIVED			LESS DEPOSIT	0.00
ORDERING PARTY NOTIFIED TO PICK UP TRANSCRIPT			TOTAL REFUNDED	
PARTY RECEIVED TRANSCRIPT			TOTAL DUE	0.00

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

Candace Louise Curtis, et al.

Plaintiff,

v.

Case No.: 4:12-cv-00592

Judge Kenneth M. Hoyt

Anita Kay Brunsting, et al.

Defendant.

Official Transcript Filed

An official transcript has been filed. It may contain information protected from public disclosure by law. *See* E-Government Act of 2002, Fed. R. Civ. P. 5.2(a) or Fed. R. Crim. P. 49.1(a).

Ninety days after a transcript has been filed, it will be electronically available to the public on PACER. To comply with the rules on privacy, the parties must redact protected information before it is available on PACER.

If redaction is needed, the parties must file a statement listing the items to be redacted, with the transcript's docket number and the item's location by page and line. It must be filed within 21 days of the transcript being filed. A suggested form is at www.txs.uscourts.gov.

Only these portions of data may be visible:

- Last four digits of a social security number or taxpayer identification number;
- Year of a person's birth;
- Initials of a minor's name;
- Last four digits of an account number; and
- City and state of a home address in criminal cases.

Additional redactions require a separate motion and court approval.

A party may view the transcript at the public terminals in the clerk's office or buy it through www.txs.uscourts.gov or by calling (713) 250-5500. A party is only responsible for reviewing the:

- Opening and closing statements made for his party;
- Statements by his party;
- Testimony of witnesses called by his party; and
- Other parts ordered by the court.

Redaction is your responsibility. The court, clerk, court reporter, or transcriber will not review this transcript for compliance.

David J. Bradley, Clerk

ENTERED

September 30, 2020

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS, <i>et al</i> ,	§	
	§	
Plaintiffs,	§	
VS.	§	CIVIL ACTION NO. 4:12-CV-00592
	§	
ANITA KAY BRUNSTING, AMY RUTH	§	
BRUNSTING, <i>et al</i> ,	§	
	§	
Defendants.	§	

**ORDER FOLLOWING TELEPHONE CONFERENCE
HELD ON September 10, 2020 at 9:00 AM**

Appearances:

- Jason Ostrom
- Candice Lee Schwager
- Candice Louise Curtis
- Stephen A. Mendel
- Neal Spielman
- Carole Ann Brunsting
- Amy R. Brunsting
- Anita K. Brunsting
- (Court Reporter: K. Metzger)

The following rulings were made:

Pursuant to phone conference conducted this day, the Court reopens this case for the limited purpose of considering the plaintiff's ex parte motion for relief (Dkt. No. 128). This re-opening does not interfere of intervene in the matters pending or occurring in Probate Court No. 4 of Harris County, Texas.

It is so ORDERED.

SIGNED on this 10th day of September, 2020.



Kenneth M. Hoyt
United States District Judge

- c. the plaintiff had knowledge of the complained of activities in 2016; and did not pursue her claims for Rule 60 relief within a reasonable time;
- d. the complained of actions as described in the Ex Parte Motion for Relief, including this Court's May 2014 transfer/remand [Doc. 112], do not constitute a Fraud Upon the Court as the complained of actions do not reveal the existence of a "grave miscarriage of justice" and do not impact the integrity of the judicial process, and further have already been addressed in Civil Action No. 4:16-cv-01969 and determined to be frivolous, "fantastical" and "often nonsensical";
- e. the plaintiff's *ex parte* motion for relief is presented as a means of "forum hopping" her jurisdictional arguments, as previously addressed and denied in Probate Court Number Four of Harris County, Texas in Cause No. 412,249-401;
- f. the transfer/remand of the plaintiff's claims to Probate Court Number Four [Doc. 112] was within this Court's powers and authority, not only due to the plaintiff's inclusion of additional parties, but also to avoid the possibility of conflicting judgments; that the use of the term "remand" was synonymous with a general use of the word "transfer"; or, alternatively, constitutes harmless error as the same result could have occurred by other means, methods, procedures and mechanisms;
- g. this Court ceded jurisdiction of the plaintiff's claims and its Orders, including without limitation the Orders represented by Doc. 45 and Doc. 87, to Probate Court Number Four of Harris County, Texas; and
- h. the preliminary injunction issued by this Court [Doc. 45] is to be enforced in Probate Court Number Four of Harris County, Texas, as determined in the sole and absolute discretion of Probate Court Number Four of Harris County, Texas, and which determination may include modification or termination as determined in the sole and absolute discretion of Probate Court Number Four of Harris County, Texas. It is not a "final judgment" of this Court, and did not require or contemplate the distribution of trust income to beneficiaries prior to the final resolution of the disputes between the parties.

It is, therefore, ORDERED that the plaintiff's *ex parte* motion is Denied.

It is so Ordered.

SIGNED on this 23rd day of September, 2020.



Kenneth M. Hoyt
United States District Judge

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

Candace Louise Curtis	§	No. 4:12-cv-592
Plaintiff	§	
	§	
v	§	
	§	
Anita Kay Brunsting	§	
Amy Ruth Brunsting	§	
Defendants	§	

Notice of Appeal

Parties are hereby noticed that the above named Plaintiff, Candace Louise Curtis, will appeal to the United States Court of Appeal for the Fifth Circuit, the September 23, 2020 District Court Order [Dkt 139] denying Rule 60 Motion [Dkt 128] to vacate a remand order [Dkt 112] void as a matter of law.

Candice Schwager
Candice Lee Schwager
16807 Pinemoor Way
Houston , Texas 77058
Tel: 867-7173
candiceschwager@icloud

PROOF OF SERVICE

The undersigned hereby certifies that a true and correct copy of this instrument was electronically filed with the United States District Court for the Southern District of Texas to be served via electronic means by the clerk through the ECF system as follows:

Respectfully submitted
Candace Louise Curtis
Added: 02/27/2012
(Plaintiff)

represented by

Candice Lee Schwager
Schwager Law Firm 2210
Village Dale Ave Houston,
TX 77059 United States 832-
315-8489 713-456-2453 (fax)
schwagerlawfirm@live.com
Assigned: 07/17/2020 LEAD
ATTORNEY ATTORNEY TO
BE NOTICED

Anita Kay Brunsting
Added: 02/27/2012
(Defendant)

represented by

Stephen A Mendel The
Mendel Law Firm L.P. 1155
Dairy Ashford Ste 104
Houston, TX 77079 281-759-
3213 281-759-3214 (fax)
steve@mendellawfirm.com
Assigned: 08/13/2020
ATTORNEY TO BE
NOTICED

Amy Ruth Brunsting
Added: 02/27/2012
(Defendant)

represented by

Stephen A Mendel The
Mendel Law Firm L.P. 1155
Dairy Ashford Ste 104
Houston, TX 77079 281-759-
3213 281-759-3214 (fax)
steve@mendellawfirm.com
Assigned: 08/13/2020
ATTORNEY TO BE
NOTICED

Candice Schwager

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

Candace Louise Curtis, et al.

versus

Case Number: 4:12-cv-00592

Judge Kenneth M. Hoyt

Anita Kay Brunsting, et al.

NOTICE OF THE FILING OF AN APPEAL

An appeal has been filed by Candace Louise Curtis. The following appeal and related motions are pending in the District Court:

Notice of Appeal – #140

If the appellant fails to comply with the following requirements, then the Clerk of Court will submit a certificate of noncompliance to the Fifth Circuit Court of Appeals.

FILING FEE:

A filing fee is required to proceed on appeal. If the filing fee has not already been paid, then it must be paid or a motion to proceed *in forma pauperis* must be filed, unless appellant is an United States government agency.

TRANSCRIPTS:

If hearings were held in this case and the transcripts were not already produced, then transcripts must be ordered. Pursuant to FRAP 10(b)(1), a transcript order form must be filed within 14 days of the filing of the notice of appeal. Under Fifth Circuit Rule 10, the appellant's order of the transcript must be made on a DKT-13 Transcript Order form. The DKT-13 must be filed regardless of whether there were hearings or transcripts needed. A link to the DKT-13 form and instructions for ordering transcripts are available on the court's website at www.txs.uscourts.gov/page/OrderingTranscripts.

If there were no hearings or no transcripts are needed, file the DKT-13 form with the appropriate box marked to indicate so. For cases where transcripts are needed, prepare a separate DKT-13 for each reporter from whom you are ordering transcripts. All transcripts for electronically recorded proceedings may be ordered on one form. Each form should indicate the exact dates of the proceedings to be transcribed by that reporter.

This case had hearings. Reporter(s): M. Malone.

EXHIBITS:

The Fifth Circuit requires exhibits admitted into evidence be included in the electronic record for transmission to the Fifth Circuit. Exhibits in the custody of the court will be electronically filed by court staff. Exhibits previously returned to the parties must be immediately electronically filed in this case by the attorney, using event Exhibits in the Trial Documents category in ECF.

Date: October 26, 2020.

David J. Bradley, Clerk 20-20566.2906

District Court Southern District of Texas District Court Docket No. 4:12-cv-592

Short Case Title Candace Louise Curtis v Anita Kay Brunsting

ONLY ONE COURT REPORTER PER FORM Court Reporter Katherine Metzger

Date Notice of Appeal Filed in the District Court October 23, 2020 Court of Appeals No. _____

PART I. (To be completed by party ordering transcript. Do not complete this form unless financial arrangements have been made, see instructions on page 2.)

A. Complete the Following:

No hearings Transcript is unnecessary for appeal purposes Transcript is already on file in the Clerk's Office
 OR

Check all of the following that apply, include date of the proceeding.

This is to order a transcript of the following proceedings: Bail Hearing _____ Voir Dire David J. Bradley, Clerk of Court

Opening Statement of Plaintiff _____ Opening Statement of Defendant _____

Closing Argument of Plaintiff _____ Closing Argument of Defendant: _____

Opinion of court _____ Jury Instructions _____ Sentencing _____

Other proceedings not listed above:

Hearing Date(s)	Proceeding	Judge/Magistrate
09/10/2020	Rule 60 Motion Hearing	Honorable Kenneth Hoyt

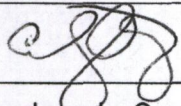
Failure to specify in adequate detail those proceedings to be transcribed, or failure to make prompt satisfactory financial arrangements for transcript, are grounds for **DISMISSAL OF APPEAL**.

B. This is to certify satisfactory financial arrangements have been made. Method of Payment:

Private Funds; Criminal Justice Act Funds (Enter Authorization-24 via eVoucher);

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Signature  Date Transcript Ordered 11/04/2020

Print Name Candace L. Curtis Phone 925-759-9020

Counsel for pro se

Address 218 Landana St., American Canyon, CA 94503

Email of Attorney: occurtis@sbcglobal.net

PART II. COURT REPORTER ACKNOWLEDGMENT (To be completed by the court reporter and filed with the Court of Appeals within 10 days after receipt. Read instructions on page 2 before completing.)

Date Transcript Order Received	Date Satisfactory Arrangements for Payment were Made	Estimated Completion Date	Estimated Number of Pages

Payment arrangements have NOT been made or are incomplete.

Reason: Deposit not received Unable to contact ordering party Awaiting creation of CJA 24 eVoucher

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Date _____ Signature of Reporter _____ Tel. _____

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Part III. NOTIFICATION THAT TRANSCRIPT HAS BEEN FILED IN THE DISTRICT COURT (To be completed by court reporter on date of filing transcript in the District Court. This completed form is to be-filed with the Court of Appeals.)

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

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

For the Plaintiff:

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

For the Defendants:

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

Court Reporter:

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

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

1 THE COURT: Good morning. Please be seated.

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

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

6 MS. CURTIS: Yes, Your Honor.

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

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

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

13 MR. VIE: Yes, Your Honor.

14 THE COURT: Are these your clients or --

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

17 THE COURT: Both defendants.

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

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Okay. Very good.

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

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

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

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

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

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

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

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

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

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

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

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

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

3 MS. CURTIS: Yes.

4 THE COURT: Go ahead please.

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

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

9 MS. CURTIS: Elmer H. Brunsting.

10 THE COURT: All right.

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

16 THE COURT: Your brother would be Carl?

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

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

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

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

7 MS. CURTIS: Yes, Your Honor, yes.

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

12 THE COURT: When did this happen?

13 MS. CURTIS: In July of 2010.

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

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

18 THE COURT: Is he still in a coma?

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

21 THE COURT: Okay. Very good. Go ahead.

22 MS. CURTIS: And has been.

23 THE COURT: I will be asking questions of him.

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

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

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

8 MS. CURTIS: A qualified beneficiary designation.

9 THE COURT: All right.

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

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

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

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

24 THE COURT: Okay.

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

1 phone call.

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

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

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

20 THE COURT: Was that to recognize the five children?

21 MS. CURTIS: Yes.

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

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

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

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

5 THE COURT: Surely.

6 And then your mother died when?

7 MS. CURTIS: 11-11-11.

8 THE COURT: Oh, is that right?

9 And at that time your father was already
10 deceased?

11 MS. CURTIS: Yes, Your Honor.

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

15 MS. CURTIS: It was in October --

16 THE COURT: October.

17 MS. CURTIS: -- of 2010.

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

20 And so go ahead and pick up there.

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

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

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

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

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

14 THE COURT: Sure.

15 All right. Go ahead.

16 MS. CURTIS: Unbeknownst to me, my sister Carole
17 received 1,300 plus shares and my sister Amy received over
18 1,000 shares.

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

25 THE COURT: So was she the person doing the

1 disbursing of these shares?

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

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

6 MS. CURTIS: Uh-huh.

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

10 MS. CURTIS: He got nothing.

11 THE COURT: All right. Okay. Go ahead.

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

13 THE COURT: Probate court?

14 MS. CURTIS: -- state court and also in probate.

15 It's not a lawsuit, but he has filed from probate as
16 defendant executor. And he has gotten pages and pages and
17 pages of information from my sisters in another lawsuit that
18 it was a pre-suit request for depositions to get information
19 in case they were going to file suit.

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

24 THE COURT: What is the title of it?

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

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

3 THE COURT: Transfer form relating to?

4 MS. CURTIS: The Exxon/Mobil stock.

5 THE COURT: Okay.

6 MS. CURTIS: And so, at the top of the page my
7 sister Anita's 160 shares, and the bottom of the page is my
8 160 shares.

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

14 THE COURT: Uh-huh.

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

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

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

22 THE COURT: All right.

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

25 I also have two different --

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

7 In 2010, you show -- I don't know if you have
8 your petition there with you, but you showed in 2010 there
9 was Chevron/Texaco, Exxon/Mobil, Edward Jones and a total of
10 \$554,000 more or less in the -- I gather is this in the
11 decedent's account.

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

14 THE COURT: Yes, page 3.

15 MS. CURTIS: Those are just the net changes.

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

18 MS. CURTIS: Yes.

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

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

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

25 MS. CURTIS: By virtue of the farm.

1 THE COURT: F-a-r-m, farm?

2 MS. CURTIS: Yes, family farm in Iowa.

3 THE COURT: That was sold?

4 MS. CURTIS: No, it was not.

5 THE COURT: What's on the farm that's increasing
6 these prices? What are they harvesting?

7 MS. CURTIS: Corn and soybean.

8 THE COURT: Is that for profit or just simply --

9 MS. CURTIS: To my understanding we have a lease
10 with the farmer.

11 THE COURT: Okay. And so lease itself pays a
12 certain amount of money annually or however.

13 MS. CURTIS: Yes.

14 THE COURT: Those assets or that money goes into the
15 estate?

16 MS. CURTIS: I believe so.

17 THE COURT: And that accounts for some of the
18 increase, as you understand them?

19 MS. CURTIS: Yes.

20 THE COURT: All right. So at this point in time,
21 "this point in time" being 2012, there has been a total of
22 338 or 339,000 in assets removed from the estate, and there
23 is still approximately, as far as you know, three-plus
24 million dollars in the estate?

25 MS. CURTIS: Yes, Your Honor.

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

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

10 THE COURT: Okay.

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

15 MS. CURTIS: Yes, Your Honor.

16 THE COURT: Is she handling this alone?

17 MS. CURTIS: To my knowledge she is.

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

21 MS. CURTIS: I assume.

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

24 MS. CURTIS: Yes, Your Honor.

25 THE COURT: And what is the status as you understand

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

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

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

8 MS. CURTIS: Right.

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

10 MS. CURTIS: Yes.

11 THE COURT: Where is he now?

12 MS. CURTIS: At home, I would assume.

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

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

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

18 MS. CURTIS: No, I have not.

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

20 MS. CURTIS: No, he has not.

21 THE COURT: Does he have an attorney?

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

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

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

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

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

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

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

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

23 THE COURT: Okay.

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

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

3 THE COURT: On what authority or what basis.

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

5 THE COURT: Okay.

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

8 MS. CURTIS: They're spending them.

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

11 MS. CURTIS: Yes, Your Honor.

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

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

16 THE COURT: Successor/co-trustee.

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

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

1 one-fifth of the estate?

2 MS. CURTIS: I have never received a notice.

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

6 MS. CURTIS: No, I do not.

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

9 MS. CURTIS: That's correct.

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

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

14 THE COURT: Okay.

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

18 THE COURT: All right.

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

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

25 MS. CURTIS: I have been told nothing.

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

3 MS. CURTIS: Yes, I have.

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

6 MS. CURTIS: No, I did not.

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

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

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

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

20 THE COURT: All right. And that was refused.

21 Okay. What else?

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

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

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

5 THE COURT: All right. Okay.

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

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

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

19 THE COURT: Okay.

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

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

3 MS. CURTIS: Yes, Your Honor.

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

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

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

11 MS. CURTIS: In early 2012.

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

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

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

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

18 THE COURT: If there is such a person.

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

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

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

1 mother.

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

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

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

7 THE COURT: Why not?

8 MS. CURTIS: Except through her attorneys.

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

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

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

16 MS. CURTIS: I inferred that from --

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

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

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

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

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

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

1 voice mail, she doesn't call me back.

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

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

7 MS. CURTIS: Yes, Your Honor.

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

10 MR. VIE: Yes, Your Honor.

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

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

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

18 Oh, the list. I see.

19 MR. VIEW: Yes, sir.

20 THE COURT: I haven't read these.

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

24 THE COURT: All right.

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

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

4 Because you heard a lot about this qualified
5 beneficiary designation.

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

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

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

12 MR. VIE: I'm sorry?

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

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

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

25 THE COURT: That would have been relative to the

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

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

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

7 MR. VIE: Yes.

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

12 So what happened?

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

15 THE COURT: Okay.

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

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

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

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

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

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

9 MR. VIE: November of 2010, Your Honor.

10 THE COURT: November of 2010, okay.

11 MS. CURTIS: 2011.

12 THE COURT: 2011.

13 MR. VIE: 11-11-2011.

14 THE COURT: Right.

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

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

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

25 THE COURT: Oh, obviously.

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

3 MR. VIE: Right.

4 THE COURT: And now the mother dies in November of
5 2011, and then what happens?

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

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

11 MR. VIE: Yes, Your Honor.

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

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

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

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

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

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

9 MR. VIE: Yes.

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

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

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

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

19 MR. VIE: Yes, sir.

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

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

24 THE COURT: Of all of these five trusts?

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

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

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

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

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

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

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

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

17 MR. VIE: Yes. That's right.

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

20 MR. VIE: That's my understanding.

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

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

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

1 not in charge of it, is what I understand.

2 MR. VIE: All right.

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

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

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

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

15 MR. VIE: Yes, sir.

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

18 MR. VIE: The will has been probated.

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

21 MR. VIE: Yes, Your Honor.

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

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

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

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

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

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

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

12 THE COURT: Right.

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

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

18 MR. VIE: Exhibit 1.

19 THE COURT: Okay. The entirety?

20 MR. VIE: Yes, sir.

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

22 MR. VIE: Yes.

23 THE COURT: Okay.

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

1 brother's suit that he brought.

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

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

11 MR. VIE: No, Your Honor.

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

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

16 THE COURT: Is he without bond and independent?

17 MS. CURTIS: Yes.

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

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

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

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

1 distinct from this lawsuit.

2 MR. VIE: Okay.

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

5 MR. VIE: Yes, sir.

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

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

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

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

18 MR. VIE: That is correct, Your Honor.

19 THE COURT: Okay.

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

22 MR. VIE: Yes, Your Honor.

23 THE COURT: All right.

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

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

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

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

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

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

15 MR. VIE: Well, I --

16 THE COURT: I'm telling you that.

17 MR. VIE: Okay.

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

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

24 THE COURT: Is there something that I am missing?

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

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

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

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

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

22 MR. VIE: No, Your Honor.

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

24 MR. VIE: Yes, Your Honor.

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

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

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

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

7 MR. VIE: Understand.

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

12 MR. VIE: Okay.

13 THE COURT: The entire estate is together.

14 MR. VIE: Yes, Your Honor.

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

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

24 MR. VIE: Understood, Your Honor.

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

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

6 MR. VIE: Yes, Your Honor.

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

12 MR. VIE: I understand that.

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

15 MR. VIE: From settling it?

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

18 MR. VIE: Two things, Your Honor. And it's just my
19 observation, because obviously the Court does not have to
20 agree with me.

21 THE COURT: Sure.

22 MR. VIE: I provided the underlying documents that
23 support the schedule that the plaintiff has attached to this
24 motion for temporary relief. I have given her yesterday, in
25 response to her request for production, some 5,000 pages.

1 She has told me that she wants to examine
2 those, all of those underlying documents, stock transfers,
3 checks and everything else.

4 You have heard from the plaintiff that she
5 believes this very instrument is false.

6 THE COURT: "This very instrument" meaning the
7 family trust?

8 MR. VIE: Family trust. That it's a forgery or that
9 documents have been forged.

10 And I have offered, in response to the request
11 for production, to make the originals, which I understand the
12 trust attorney, those attorneys in the other lawsuit, to make
13 those available for inspection and copying so that she can
14 see them and satisfy herself that the underlying trust is in
15 fact a legal and appropriate trust.

16 THE COURT: Okay.

17 MR. VIE: So that was one of the --

18 THE COURT: And that the signatures have not been
19 forged or at least they're original signatures.

20 MR. VIE: Yes. In other words, one problem of
21 trying to settle the disposition of the trust today is that
22 the plaintiff disputes the accuracy of the accounting and the
23 accuracy and legitimacy of the trust.

24 THE COURT: Right.

25 MR. VIE: And so, that was one issue.

1 The second issue, respectfully, is that I
2 understood that given that the Harris County litigation
3 contested the accuracy and validity of the trust, that again
4 there was a risk of inconsistent positions if we were to
5 treat the trust as valid and fund this while they litigated
6 over in Harris County.

7 THE COURT: They don't have jurisdiction over there.
8 I do. That's what the circuit court has told me. And that's
9 the part that you said I might disagree; and you're right, I
10 do.

11 I would not sit here and wait on somebody
12 Harris County to figure out whether or not they have
13 jurisdiction over an issue, which they do, but they don't
14 have jurisdiction of the assets.

15 MR. VIE: I wasn't thinking as much of the
16 jurisdiction, Your Honor, as I was thinking of the risk of
17 inconsistent judgments. In other words --

18 THE COURT: Not if I get it resolved, there won't be
19 any inconsistent to resolve.

20 If they get it resolved, then it probably won't
21 be inconsistent because I'm obligated and then obliged to
22 follow at least theoretically the findings of any court of
23 competent jurisdiction.

24 MR. VIE: Yes, Your Honor.

25 And the third issue, which I don't think would

1 give the Court pause but is something I thought of, is the
2 fact that all the beneficiaries are not parties to this
3 litigation.

4 THE COURT: That won't bother me at all because I do
5 have authority and jurisdiction over the person who you tell
6 me has the duty and the responsibility to act.

7 MR. VIEW: So those are my --

8 THE COURT: That's it.

9 So, I want this resolved within 90 days. And
10 if I have to appoint a trustee or somebody to handle this
11 and get it done, I'll do it. It will cost the estate. And
12 if I find that there has been mischief, it is going to cost
13 individuals. And that will be a separate and distinct
14 hearing.

15 So what I am telling the parties, and I am
16 saying to you and to all those who have ears to hear, that
17 this matter is going to get resolved. It's not going to turn
18 into one of these long, drawn-out episodes like the ones we
19 see on TV that go on for years where lawyers make money and
20 people walk away broke.

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Who is doing the accounting in this
23 process? Has anybody put their arms around the assets and
24 made any accounting at all?

25 MR. VIE: There is a CPA in Iowa that prepares the

1 tax returns each and every year for the estate, and we are
2 getting --

3 THE COURT: How they get in Iowa? Is that where the
4 family was from originally?

5 MR. VIE: The parents, yes, Your Honor. And the
6 farm, as you heard, is in Iowa.

7 THE COURT: Okay.

8 MR. VIEW: And so, there is a CPA who has been
9 involved throughout this period and files the trust income
10 tax returns, and he is available.

11 MS. CURTIS: I object to that.

12 THE COURT: Hold on.

13 Go ahead.

14 MR. VIE: I think I have answered the Court's
15 question.

16 THE COURT: Yes.

17 MR. VIEW: And would have the most, would have the
18 best familiarity beyond --

19 THE COURT: How much money does he generally charge
20 for his annual -- I guess he does his annual filings of
21 reports. Is this something that's pretty cursory or --

22 MR. VIEW: I'm sorry. And there is a distinction.
23 The documents that are attached as the schedule in that
24 accounting that are attached to the motion that has been
25 filed for injunctive relief, temporary schedules.

1 THE COURT: Those were prepared?

2 MR. VIE: By the defendant, by Anita in her capacity
3 as trustee.

4 THE COURT: Okay.

5 MR. VIEW: I was responding to the Court's question
6 in terms of who's the best person that could get their hands
7 around it and that type of thing.

8 The CPA in Iowa obviously has to know all of
9 the information available to the trust so that he can file
10 the tax returns. He also pays and makes sure that the
11 profits --

12 THE COURT: Then that might not be a good thing for
13 me because I don't have jurisdiction over him.

14 MR. VIE: Okay.

15 THE COURT: But what I wanted to know was whether or
16 not there was a person here locally, since I believe the
17 defendants are here locally. They don't have a local CPA who
18 is in charge of the estate.

19 MR. VIE: That's correct, Your Honor.

20 THE COURT: That would be Anita herself.

21 And then as far as the tax returns and all that
22 annually which goes on, whether you got money or not, that
23 would be done by the accountant in --

24 MR. VIE: Sioux City, Iowa.

25 THE COURT: Yeah, in Iowa.

1 And excuse me. What were you about to say?

2 You disagree with what, Ms. Curtis?

3 MS. CURTIS: I disagree with allowing Rick Rickers,
4 who is --

5 THE COURT: Is that the attorney?

6 MS. CURTIS: -- our cousin. He's the accountant in
7 Iowa.

8 THE COURT: He's your cousin?

9 MS. CURTIS: He's our cousin.

10 THE COURT: Okay.

11 MS. CURTIS: He is also apparently the manager of
12 the farm, and he began to file the tax returns --

13 THE COURT: I've already said probably enough to
14 give you some pause, to allay those concerns. But these are
15 other reasons why he should not be doing accounting. He has
16 a conflict of interest.

17 MS. CURTIS: One reason why he should not be doing
18 the accounting is because I have reason to believe that the
19 farm lease, taking it away from the buyers, who were my
20 father's very close friends, was notarized with a signature
21 that was not my father's. I have not been able to look at
22 that yet. I only have emails that purport that, but I would
23 like to get copies of those.

24 THE COURT: Let me address a couple of things.

25 First of all, when we don't have information,

1 we can imagine a lot of things that may or may not be true,
2 Okay?

3 MS. CURTIS: Yes.

4 THE COURT: That could be. I mean, all kind of
5 thoughts and ideas go through our head when they don't have
6 the information.

7 Here's what this Court cannot do. This Court
8 cannot chase after each of your concerns. You have got
9 enough money, you can hire anybody you want to do any kind of
10 investigation you want done.

11 What I intend to do based upon the mandate from
12 the circuit court is to try to address the concerns that you
13 have. And they just can't be accusations, and I don't have
14 any interest -- when I say I don't have any interest, I have
15 an interest in outcomes, but I don't have an interest in the
16 case so that I'm supposed to be doing things that would
17 accomplish something for you except upon your filed
18 documents. It's in your best interest, and I think I talked
19 to you on the phone conference --

20 MR. VIE: Yes.

21 THE COURT: -- with both of you on the phone as
22 well, that really this is not a matter that you should be
23 trying to handle yourself. You should hire an attorney to do
24 it for you, or at least part of it for you.

25 Now, I believe that it's in the Court's best

1 interest to preserve the assets of the estate and to bring to
2 a point a going-forward process that this Court appoint
3 someone to do an accounting of the assets and then make that
4 accounting to the Court.

5 Now, you don't have to agree with me, but it's
6 going to be an accounting of what the assets are. Whether
7 something has been taken or mismanaged or mishandled is not
8 going to be a part -- that's not the kind of accounting
9 that's going to go on here.

10 What is, and that is what's invested, where
11 it's invested and how it's invested is going to be the
12 Court's concern. Once that accounting is in place, the
13 question is whether or not the Court is going to be required
14 or whether or not Ms. Brunsting will go forward in her
15 capacity or not.

16 If she fails, then the Court will direct or put
17 someone else in that position to do that, to move into this
18 area or division so that the assets can be distributed or
19 whatever beneficiaries. That's where I am in this case, and
20 that's where the circuit court I believe has me. So I think
21 it's in all of our best interest to appreciate this process.

22 In light of that, the Court is of the opinion
23 that there are no expenditures that should be made unless
24 they're made upon the approval of the Court. So, in other
25 words, if Mr., up in Utah --

1 MR. VIEW: Iowa.

2 MS. CURTIS: Rickers in Iowa.

3 THE COURT: Mr. Rickers needs to pay the farmer. We
4 used to call those sharecroppers sort of. It's a kind of a
5 sharecropper thing where someone comes in farms the land and
6 you get a percentage of it. If Mr. Rickers and the
7 sharecroppers and others need to pay out bills and things,
8 they should be petitioning the Court for that. That's where
9 we are now.

10 We're at a point where I'm going to have to
11 take charge in order to make sure that what I am doing has
12 sanctity and has, well, trust going forward. What I am going
13 to do is simply to try to make sure that the parties are all
14 going to have equal standing and footing in this process. So
15 that's part of what I am going to do. I'm going to enter an
16 injunction in that regard.

17 Now, anybody who claims they want to bill the
18 estate for something, whether it's lawyers or not, I am
19 concerned about whether or not your bill should be paid by
20 the estate because of this circumstance.

21 MR. VIE: I understand.

22 THE COURT: If the parties are going to agree, if
23 the parties are going to come together and agree that your
24 fee should be paid, then we should then move to a situation
25 where we have a mediator in place or a designee in place who

1 will then make sure that if Ms. Curtis needs counsel, she can
2 get that. That equally would be paid out of the estate.

3 It would not include Curtis because I am not
4 going to be involved in the litigation of whether or not this
5 is a good trust or not. I'm going to presume that it's a
6 good trust, and I am going to go forward from there. If
7 Curtis proves otherwise, he can get that money from the
8 lawyers, and that would be certainly to his advantage or
9 benefit.

10 MS. CURTIS: Are you talking about my brother Carl?

11 THE COURT: Yes. I said Curtis. I meant Carl. I
12 apologize. You can see I'm struggling here.

13 MS. CURTIS: Too many C's.

14 MR. VIE: For the record, is it 90 days, Your Honor?

15 THE COURT: Yeah. I said we should try to wrap this
16 up in 90 days, but I believe that if I appoint -- and you can
17 suggest someone. I don't know if you know someone. Just
18 give me a couple names. If not, I will designate someone to
19 do this and enter an order to that effect.

20 It may be that because of the lack of trust
21 that it may not need to be, unless both of you are
22 designating somebody that you can agree upon, it may be
23 better for me to have some person independent of the sides
24 unless you all can agree upon the person or firm that should
25 take care of this business.

1 MR. VIE: So we will get together and try to arrive
2 at an agreed CPA that could provide the accounting the Court
3 requests.

4 THE COURT: Sure. And we have a lot of them here in
5 Houston just like we got -- I don't know anybody in
6 California, but I want somebody I have got some jurisdiction
7 over.

8 MR. VIEW: So if we're unable to do so we'll notify
9 the Court we were unable to reach an agreement?

10 THE COURT: Sure. And you need to do that by the
11 end of the week.

12 MR. VIEW: Yes, Your Honor.

13 THE COURT: You are going to be here what, today?

14 MS. CURTIS: I leave at 4:00 o'clock.

15 THE COURT: 4:00 o'clock today. Well, then you need
16 to talk fast and see if you all can agree. Maybe you should
17 talk over lunch. That way you can kind of size each other
18 up. Eating together sometimes brings out good things.

19 And so, if you will do that by the end of the
20 week, I will then prepare an order entering a temporary
21 retraining order against the expenditure of any funds.
22 Notice will be not just to you but to you in terms of Anita
23 because I think she holds the purse in this situation. If
24 there is any money to be paid to anybody up in Utah or
25 anyplace else, she would be person who would authorize it or

1 do it.

2 The accountant isn't do it, as I understand it,
3 right?

4 MR. VIE: No. He is just preparing the necessary
5 documents.

6 THE COURT: Right. So the purse strings here in
7 Houston, she can certainly prepare through you whatever
8 documents are necessary for parties to be paid.

9 MR. VIEW: Yes, Your Honor.

10 THE COURT: And then hopefully that report can get
11 done in 30 or 40 days, and then we can have a hearing. If
12 there is some dispute about summary areas of the report, we
13 can have a hearing about that. If there is a memorandum or
14 recommendation as relates to how to go forward with this
15 "asset trust," that is the distribution, we can do that.

16 If the parties can reach an accommodation as to
17 how those assets ought to be dealt with, how silent a trust
18 and they all sign off on it, we can do that. It's just a
19 matter of how you want to do it. The trust is not going to
20 control unless you want it to control at this point.

21 MR. VIE: Yes, Your Honor.

22 THE COURT: Under the circumstances, it seems to me
23 there's going to be a continuous bickering and mistrust.

24 Anything else?

25 MS. CURTIS: No, Your Honor.

1 MR. VIEW: No, Your Honor.

2 THE COURT: Let me have Ms. Anita Brunsting come
3 forward.

4 Good morning. Did you drop something on your
5 foot?

6 MS. BRUNSTING: I broke my foot.

7 THE COURT: Raise your right hand.

8 Do you solemnly swear or affirm that any
9 testimony you will give in this case will be the truth, the
10 whole truth, nothing but the truth so help you God?

11 MS. BRUNSTING: I swear.

12 THE COURT: You've heard the discussion here in the
13 courtroom, have you not?

14 MS. BRUNSTING: (Indicating in the affirmative.)

15 THE COURT: And I know that you have got counsel,
16 and you can speak with him about the implications and
17 concerns that the Court has about making sure that the assets
18 are accounted for. And you certainly can work through him on
19 any matters that you need to address to the Court. And, of
20 course, counsel understands that he is to communicate both
21 with the Court and with Ms. Curtis on any matters that he is
22 presenting to the Court.

23 Is there any question about anything I have
24 said -- I don't mean disagreement because you can certainly
25 disagree with me about anything -- but is there any question

1 that you might have about anything I've said that you need me
2 to answer, or certainly you have your attorney present.

3 MS. BRUNSTING: I need the trust account to pay.
4 I've got the forms from the CPA. Can I move forward on that?

5 THE COURT: I think you should probably file a short
6 motion and simply serve a copy of it on opposing counsel, Ms.
7 Curtis, and forward it with a short order to me, and that
8 wouldn't be a problem. This should be based upon the tax
9 forms.

10 MR. VIE: Yes, sir.

11 And in terms of notice to the Court -- I'm
12 sorry, not notice to the Court, the Court directing notice,
13 do I notify the other beneficiaries?

14 THE COURT: Absolutely.

15 MR. VIE: Okay.

16 THE COURT: Even though they're not a party, they
17 are beneficiaries and we should keep them in the loop.

18 MR. VIEW: I just wanted to bring that up.

19 THE COURT: Yeah. Should be in the loop because it
20 doesn't make sense for us to have to go back and pull them
21 forward a month.

22 MR. VIE: I will prepare appropriate submissions for
23 payments that I would like. If the Court will approve it,
24 then the trustee will make the payments.

25 THE COURT: Are these to be paid on or before April

1 15th or is there another cycle?

2 MS. BRUNSTING: No, by April 15th.

3 THE COURT: All right. So either they will get to
4 me on Thursday or whatever, and I'll sign off on them, on the
5 motion and the order, and that shouldn't be a problem.

6 You are not going to have to liquidate any
7 assets to deal with that, are you?

8 MS. BRUNSTING: No. We have a checking account with
9 enough that I can pay it.

10 THE COURT: Right.

11 MS. BRUNSTING: What about any incoming? The farm
12 is rented, so we get a check twice a year.

13 THE COURT: Your function and role is to make those
14 deposits as they come in.

15 MS. BRUNSTING: So I can continue to deposit them?

16 THE COURT: Continue depositing. All I am trying to
17 do is control the outgo. What comes in as an expense is what
18 counsel needs to see, and they have a proper and appropriate
19 motion.

20 And if these things come in -- if this is a
21 once a month kind of sit down and write out the bills kind of
22 thing, then that's the way he should probably handle it. At
23 some point just sit down and you prepare a list of things
24 that you need to have done and certainly provide the forms or
25 whatever you need.

1 MR. VIE: Yes, Your Honor.

2 MS. BRUNSTING: Okay.

3 THE COURT: All right. Thank you very much.

4 All right, counsel. That's all I have. And
5 I'll prepare an order and get it out perhaps by tomorrow
6 afternoon. There should not and in my opinion will not need
7 to be a bond posted. These are parties of equal status as it
8 relates to the assets, so no bond is going to be required.

9 I think, Ms. Curtis, you need to follow my
10 advice. At some point consider getting an attorney, someone
11 you trust to work with you, all right.

12 Okay. Thank you very much.

13 MR. VIE: Thank you, Your Honor.

14

15 (Conclusion of Proceedings)

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CERTIFICATION

I, Fred Warner, Official Court Reporter for the United States District Court for the Southern District of Texas, Houston Division, do hereby certify that the foregoing pages 1 through 53 are a true and correct transcript of the proceedings had in the above-styled and numbered cause before the Honorable KENNETH M. HOYT, United States District Judge, on the 9th day of April, 2013.

WITNESS MY OFFICIAL HAND at my office in Houston, Harris County, Texas on this the 5th day of August, A.D., 2013.

Fred Warner, CSR
Official Court Reporter

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUISE CURTIS . Civil Action
. No. H-12-592

VS.

ANITA KAY BRUNSTING, ET . SEPTEMBER 3, 2013
AL. . HOUSTON, TEXAS
. 1:38 P.M.
. .

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

APPEARANCES:

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Proceedings recorded by mechanical stenography, transcript
produced by computer-aided transcription.

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14 ALSO PRESENT:

Mr. William Arthur Potter

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PROCEEDINGS

(September 3, 2013)

THE COURT: This is Cause No. 2012-592, Candace Louise Curtis versus Anita Kay Brunsting and others. And Amy Ruth Brunsting. And I believe the law firm has been sued as well. I'm not sure if they have been served or not. In any event, let's see. Let's get an announcement here.

For the plaintiff, pro se, is that you, Ms. Curtis?

MS. CURTIS: Yes, Your Honor.

THE COURT: And for the defendants?

MR. VIE: George Vie and Maureen Kuzik McCutchen for the defendants, Your Honor.

THE COURT: I'm sorry, say that again.

MR. VIE: George Vie and Ms. McCutchen for the defendants, Your Honor.

THE COURT: All right. And I have the special master here as well.

MR. WEST: Good afternoon, Your Honor. William West, special master.

THE COURT: And you have counsel with you?

MR. MILLION: Good afternoon, Your Honor. Timothy Million.

THE COURT: All right. And another gentleman?

MR. WEST: Your Honor, this is my associate, William

1 A. Potter, P-O-T-T-E-R.

2 THE COURT: Okay. Very good. Let's see. We have
3 the special master here as well, I gather, as the defendants,
4 two of the defendants, the two sisters.

01:39:24PM

5 I'm not sure. Are both of them serving as
6 administrators or trustees of the estate?

7 MR. VIE: They are both co-trustees. Only Anita
8 Brunsting is here today.

9 THE COURT: Any reason why Amy Ruth is not present?

01:39:44PM

10 MR. VIE: Just because of employment obligations,
11 sir.

12 THE COURT: Okay. I believe that's everyone that's
13 participating.

01:40:04PM

14 We have this suit that was filed by Ms. Curtis
15 back in 2012, in fact. I believe, Ms. Curtis, somewhere
16 around February of 2012. That was pending for a period of
17 time, and it was initially brought as a kind of truth in
18 limine accounting. She mixed a lot of stuff together there.

01:40:26PM

19 And, of course, the one aspect of the case that
20 this Court -- I said one aspect. One of the aspects of this
21 case that the Court saw was first that there was diversity of
22 citizenship, that she was a California resident, and the
23 sisters were Texas residents.

01:40:44PM

24 And, secondly, that she was making allegations
25 about an estate that appeared to be substantial sums of money,

1 or property, or both, were located, and that she was an heir,
2 or at least felt that she was one of the heirs to the estate,
3 and that she felt, I believe, at that time, that her sisters,
4 who were co-trustees, were not properly managing the estate.

01:41:09PM

5 I think that's, generally speaking, how this lawsuit
6 developed.

01:41:26PM

7 So, in the process of conducting a couple of
8 hearings, or at least -- I say hearings, opportunities for
9 communication and dialogue, the Court set this matter for a
10 hearing, and we had a hearing several months ago. Let's see
11 if I can track that down. A telephone conference in July. I
12 think it may have been the -- perhaps were the last
13 communication we had. Proceeding here in the courtroom, for
14 sure.

01:42:08PM

15 And the Court determined that a report, an
16 accounting of income, receipts, and expenses, and
17 disbursements would be appropriate, setting a time frame of
18 December 21, 2010, through May 31st of 2013, and that that
19 report should be filed. I would then conduct a hearing to

01:42:31PM

20 determine not so much whether or not the accounting -- the
21 report should be received, but to permit the master -- special
22 master to answer questions from either side regarding the
23 procedure and his findings, and then, also, for approval of
24 his request for -- for pay.

01:42:56PM

25 And there, I believe, have been, since that

1 time, motions filed by the defense for, I believe, a renewal
2 of a lease on the Iowa property. Objections to that and then
3 other motions have been filed. So we will see how much, if
4 not all of this, we can cover.

01:43:25PM

5 So, Ms. Curtis, will you be -- besides the
6 special master, is there anyone else in the courtroom you are
7 going to need to call and have testify or ask questions of?

8 MS. CURTIS: No, Your Honor.

01:43:41PM

9 THE COURT: Okay. Sir, if you come forward, I will
10 swear you in, and then you can take a seat over on my left.

11 Raise your right hand, please, sir.

12 (William West, witness, sworn.)

01:44:07PM

13 THE COURT: Please have a seat. And we can start
14 with -- Ms. Curtis, we can start with you, if you have
15 questions of the special master regarding -- you have a copy
16 of his report, do you not?

17 MS. CURTIS: Yes, I do, Your Honor.

18 THE COURT: Okay. Why don't you move up closer to
19 us there -- no, no, no. I mean, you can have a seat there,
20 but I just wanted you to move up closer and bring the
21 paperwork up closer.

01:44:44PM

22 All right. This is a formal proceeding, Ms.
23 Curtis, so that when you are addressing the Court, you will
24 need to stand and address the Court, and -- and I will be
25 requiring that all of the questioning that is done as to any

1 witness should be done from the podium so it is easy for me to
2 pay attention, for the lawyer and then the witness, and, of
3 course, that same -- obviously, that same rule applies to
4 counsel for the defense.

01:45:01PM

5 If you would also bend that microphone down so
6 that, when you are standing in that area and speaking to me,
7 we will be able to hear you, and the court reporter can take
8 your remarks.

01:45:15PM

9 All right. Are you ready -- you have a copy of
10 the report, I believe you said.

11 MS. CURTIS: Yes, Your Honor.

12 THE COURT: Do you have some questions you want to
13 ask of the witness? If so, you may do so at this time.

14 MS. CURTIS: No, Your Honor. I have no questions.

01:45:24PM

15 THE COURT: You completely are, say, satisfied that
16 you understand --

17 MS. CURTIS: I have no questions.

18 THE COURT: You just have no questions. All right.

01:45:33PM

19 Mr. Vie, do you have any questions you want to
20 ask of this witness?

21 MR. VIE: Yes, Your Honor.

22 THE COURT: All right. Would you come to podium,
23 sir.

01:45:39PM

24 Do you have a copy of your report with you? If
25 not, let's get a copy of it to you. I think I have got some

1 copies here.

2 DIRECT EXAMINATION

3 BY MR. VIE:

4 Q. Good afternoon. I just have one or two questions just to
01:46:06PM 5 clarify, as the Court said, the procedures under which the
6 report was prepared.

7 On Exhibit 1 to the report --

8 A. Yes.

9 Q. -- you provided a statement of income, receipts,
01:46:20PM 10 expenses, and disbursements for the period the Court directed;
11 is that correct?

12 A. Yes, sir.

13 Q. In conclusion, on page 2 of that report, where you
14 indicate, at the bottom, a net of income receipts and less
01:46:40PM 15 value of stock distributed, if you could explain, what is that
16 trying to capture?

17 A. This is trying to capture either -- during the time frame
18 in question, either the receipts received or dividends in kind
19 from the dividend distribution -- excuse me, dividend
01:47:08PM 20 reinvestment accounts, less any amounts paid or any stock
21 distributed.

22 Q. So this number at the bottom of page 2, the net of income
23 number, this doesn't reflect actually the value of this
24 estate?

01:47:26PM 25 It doesn't include the actual stock value that

1 remains in the estate?

2 A. Absolutely not. To do something like that you would need
3 to get into something with a balance sheet -- and things of
4 that nature.

01:47:40PM

5 Q. What we are being provided here is more of a statement of
6 money going out and money coming in?

7 A. Correct.

8 Q. The other exhibit, Exhibit -- the exhibit that relates to
9 your recapturing the stock distributions that were made, is

01:48:04PM

10 there an Exhibit 3?

11 Is that where that is located?

12 A. Yes.

13 Q. Stock distribution analysis?

14 A. Correct.

01:48:10PM

15 Q. These are all -- these are all distributions that took
16 place during the time that Ms. Brunsting was alive, correct?

17 A. From December 21st, 2010, to her demise.

18 Q. I understand.

19 Specifically, you did not find any evidence of

01:48:28PM

20 any stock distributions that were made to anyone after the

21 date that she died, the date of her death?

22 A. Correct.

23 THE COURT: Mr. Vie, what is the date of her death?

24 Establish that.

25 BY MR. VIE:

1 Q. November 11, 2011?

2 A. Correct.

3 Q. So during the period of time that she was the beneficiary
4 of the trust and had the right to direct gifts and payments --

01:48:52PM

5 THE COURT: "She" being?

6 MR. VIE: Mrs. Brunsting, Nella Brunsting.

7 BY MR. VIE:

8 Q. The only transactions that you found for stock
9 distribution, as you have noted in Exhibit 3, was at the time
10 she was alive and could direct those distributions?

01:49:03PM

11 A. To the first part of your question, I don't think I have
12 enough information to respond. But from all of the documents
13 that we had and everything appeared to tie, these are the
14 distributions out of those accounts in that time frame.

01:49:24PM

15 Q. Thank you.

16 Could you -- in addition to the documents that
17 we provided, you asked for and we provided a Quicken file, an
18 electronic file?

19 A. Correct.

01:49:34PM

20 Q. If you could explain to the Court what that file was,
21 what you found in it, and how you used it.

22 A. That was an electronic accounting file that I asked for
23 and that you had given me, and it was what I would generally
24 term an electronic checkbook, which would show -- gave
25 information about a date, an amount, and the payee.

01:50:00PM

1 Q. And what account the payment came from?

2 A. To a limited extent, yes.

3 Q. How were you able to use that, then, into what became the
4 master's report?

01:50:16PM 5 A. We used that in conjunction with the review of bank
6 statements and other paper documents, brokerage firm account,
7 information to create our database.

8 MR. VIE: No further questions.

9 THE COURT: I have a few, and this is to primarily
01:50:38PM 10 supplement the record.

11 I want you to go back, Mr. West, and give us a
12 general overview of what you did and -- and what these
13 exhibits mean in terms of the income and expenses associated
14 with this report.

01:51:00PM 15 THE WITNESS: Yes, sir.

16 My report is comprised of an introduction where
17 I gave some of the background of the complaint to a limited
18 extent which has been addressed today. Then I gave a timeline
19 of records received. I started that process with calling the
01:51:27PM 20 defendants' attorney. I set up the meeting with him. We had
21 a meeting within a week or ten days of my initial call.

22 I received, at his office, a number of paper
23 files and a number of records on -- in electronic format in
24 CD -- on CD's. I was also given a schedule of those documents
01:51:56PM 25 that they were giving me and a list of documents that they

1 were not giving me, but which they were working towards
2 obtaining.

3 THE COURT: Did you have the impression that this
4 was a combination of records, some of which had been -- which
01:52:14PM 5 were the, let's call it, original handwritten-type records,
6 along with records that maybe had been prepared or were being
7 prepared by the attorney for the defendant?

8 THE WITNESS: My broad answer to that is yes. Some
9 were original documents that you could tell had come directly
01:52:36PM 10 from the brokerage firm or a bank. Some were bank statements
11 that appeared to have been downloaded over the Internet, which
12 looked completely normal to me.

13 I have looked at literally thousands of
14 documents of this nature over the years. Balances, account
01:52:58PM 15 numbers, everything tied. I didn't think that anything had
16 been created to be given to me.

17 THE COURT: By saying you were given a CD, what are
18 you referring to?

19 THE WITNESS: A plastic disk.

01:53:16PM 20 THE COURT: I understand. What was contained on
21 that?

22 THE WITNESS: Those were bank statements.

23 THE COURT: Downloaded from?

24 THE WITNESS: Yes, sir. For the most part, the
01:53:25PM 25 paper documents -- they gave them to me, for the most part, in

1 paper format and electronic format.

2 THE COURT: But you didn't have the impression that
3 this was a way that the records had been kept; this is just
4 the way they had presented them?

01:53:40PM

5 THE WITNESS: I can't tell if they were kept that
6 way, but they had been compiled, and I think they have
7 probably been compiled by counsel's staff.

8 THE COURT: All right.

01:54:00PM

9 THE WITNESS: As -- I received those approximately
10 the first of June -- actually, there's some dates reflected in
11 the report. About a month later I received a -- some more
12 paper files and some more CD's with information on them that
13 answered a number of -- submitted a number of the documents
14 that had been missing on the first turnover of documents.

01:54:36PM

15 As that was -- as that information was being
16 processed from time to time, I had e-mails with defendants'
17 counsel asking for particular questions or asking for more
18 information to which, for the most part, he was able to
19 respond, or if they weren't available, he -- he just told me
20 so. So, I felt like he was trying to do the best he could.

01:55:02PM

21 THE COURT: At the end of the day, let's say
22 sometime the latter part of July, when you had your hands full
23 of the documents, did you have the impression that you had all
24 of the documents that you needed to complete a proper and
01:55:29PM 25 complete report?

1 THE WITNESS: For the most part, Your Honor. I
2 listed in my report some accounts or statements that were not
3 received. Defendants' counsel had explained why they were not
4 received, or I believe there were a few things they were still
01:55:57PM 5 trying to get. I conferred with my associate, who did a great
6 deal of the work, you know, with my work and supervision.
7 There were certain documents that we didn't have, but we did
8 have some summary statements or some quarterly-type
9 statements.

01:56:19PM 10 I can't say for certain. I felt like we did
11 have what we needed to present a good report. Not anything is
12 a hundred percent right, but I felt like we didn't have any
13 really big unexplained gaps in the things that we were given.

14 THE COURT: That pushes you over into the work
01:56:52PM 15 performed area where you are now talking about.

16 So is there something else in that area that
17 you need to bring to the Court's attention?

18 Basically that you received the documents --
19 I'm just following.

01:57:05PM 20 THE WITNESS: Yes, sir. We felt like we had
21 substantially all of the documents or a very high percentage,
22 and I'm saying that from years of experience as an accountant.
23 If I had really felt uncomfortable about anything, it would
24 have been highlighted and really brought to the forefront.

01:57:40PM 25 THE COURT: Whatever is necessary, you saw.

1 THE WITNESS: Yes.

2 THE COURT: In the summary of the accounts received,
3 you show several bank accounts and several, let's call them,
4 stock accounts or stock brokerage accounts, various investment
01:57:56PM 5 accounts. I don't know if these are stocks or just simply
6 accounts where you would invest money and they would purchase
7 stock. The point is that these are -- appear to be a
8 substantial number of accounts.

9 Are you of the opinion that these are all the
01:58:15PM 10 accounts -- first of all, these are the accounts provided?

11 THE WITNESS: They were the ones provided. I think
12 they were all that was provided. The plaintiff, in response,
13 had raised the issue about some Treasury bills or Treasury
14 bonds. I don't believe we saw any information in regards to
01:58:44PM 15 them.

16 Now, technically, I would like to see the
17 bonds. And technically, if it was something where they just
18 sat there and interest was paid in a lump sum at a future
19 date, and there was no income or cash income receipt activity
01:59:04PM 20 during the period, then they be wouldn't reflected on here.
21 But if it was an accrual-type income, then it should have been
22 reflected.

23 THE COURT: So these accounts, as I understand it --
24 and you are distinguishing between the accounts that may be in
01:59:22PM 25 existence but just have not reported income on an accrual

1 basis, but these accounts are reporting on a quarterly or
2 annual basis income, and/or fees, or whatever else that might
3 be reflected against the account.

4 THE WITNESS: Yes, Your Honor, all these accounts.

01:59:41PM

5 THE COURT: For example, if there were Treasury --
6 are Treasury bonds, and they are paying whatever interest they
7 are paying, that certainly could be -- that might be -- you
8 don't have those, but that interest theoretically, I guess,
9 could be applied back into the principal and, therefore, would
10 not be reflected on a statement.

01:59:59PM

11 THE WITNESS: Correct.

12 THE COURT: Okay. Tell us a little bit about the
13 report exceptions and the missing documents area there on page
14 6.

02:00:11PM

15 THE WITNESS: These were -- as it is discussed here,
16 there were some accounts that we did not have, or statements.
17 In some cases, they were quarterly reports that were not --
18 the second quarterly reports were not available yet, or I was
19 told they were not available yet in the latter part of July,
20 which was quite often the case, but that they could be
21 supplied, if needed.

02:00:41PM

22 There were a couple of other accounts where we
23 may have been missing a monthly account or maybe an earlier
24 quarterly account, but we had a latter period account where,
25 for the most part, everything -- we could kind of trace our

02:01:02PM

1 way through the missing period. Again, I didn't see any great
2 cause for alarm.

3 And then there were a number of things,
4 disbursements, that we did not have documentation for, and
02:01:27PM 5 those were explained to me that, for the most part, that they
6 just didn't exist.

7 THE COURT: Okay. And these disbursements did not
8 have -- did not have a paper backing. These would just be,
9 let's say, for example, a check that might have been written
02:01:48PM 10 for an amount of money, but there was no -- for your records
11 there was no receipt or document indicating why that
12 disbursement was being made. It might be reflected on the
13 check itself.

14 THE WITNESS: Correct. We were able to go back to
02:02:05PM 15 the pictures of check facsimiles and, you know, confirm that.

16 THE COURT: Okay. All right. Now, you've also
17 listed on page 8 a number of outstanding shares. These
18 reflect the transfers that you say were made before November
19 11th of 2011, I gather. And then other stocks, perhaps, that
02:02:34PM 20 might have -- that might have been reinvested, or income that
21 might have been reinvested.

22 Am I seeing that right?

23 THE WITNESS: Yes, sir.

24 THE COURT: Okay. All right. You make a statement
02:02:58PM 25 on page 9, at the end of that section, that indicates that

1 there are certain stocks available.

2 Is that the total of all stocks outstanding
3 shares that are part of the trust?

02:03:15PM

4 THE WITNESS: Yes, sir, to the best of my
5 recollection.

6 THE COURT: Those are three different, I believe --
7 three different shares -- three different companies -- that
8 might not be the proper term. How would you say it?

02:03:33PM

9 THE WITNESS: I think it was four -- Chevron, Exxon,
10 John Deere, Deere Enterprises, and Metropolitan Life.

11 THE COURT: Okay. Those are the four. Okay. All
12 right. And then you go on to make comments on certain
13 accounts, and this is some of which you maybe already have
14 stated having to do with the sale of certain securities and
15 the disbursement. I'm not sure.

02:03:53PM

16 Is that what that is about?

17 THE WITNESS: Yes, sir.

02:04:11PM

18 THE COURT: One of the areas that you touched on
19 earlier had to do with, for example, a check that may have
20 been written to a family member that may or may not have had
21 some document behind it. We are looking at the top of page
22 10, where it says, "Many of the payments were noted as
23 reimbursements." These would be checks that would reflect
24 reimbursement but not necessarily another check that showed
25 the payment was made.

02:04:33PM

1 THE WITNESS: Correct. The check was written to the
2 individual from the Quicken files. It would say reimbursement
3 for -- automobile repairs type of thing. And on the Quicken
4 files, it may have been in that automobile repair expense
02:04:56PM 5 account. But for purposes of this report and the issues
6 raised in the complaint, I felt that it was important -- it
7 was important to make this some special category.

8 THE COURT: All right. Now, going to Exhibit 1,
9 this is the summary statement, is it not?

02:05:23PM 10 I say summary statement. It's a statement of
11 income, receipt and expenses. Behind that would be the
12 exhibits. I say exhibits, would be other exhibits that would
13 reflect the individual checks written and/or to whom they may
14 have been written in Exhibit No. 2. And in Exhibit 3 would be
02:05:47PM 15 the distribution analysis of the stock payments.

16 Is that what I'm having there?

17 THE WITNESS: Yes, sir.

18 THE COURT: All right. So, just let me take a look
19 at this. It shows, I gather, that they had an opening -- a
02:06:01PM 20 beginning opening of 127,000 -- almost \$128,000 in farm income
21 as a beginning item there.

22 THE WITNESS: Yes, sir. Farm rent during the time
23 frame in question.

24 THE COURT: And, so, what you've done is you've
02:06:16PM 25 accumulated all of the income from the farm for this period,

1 "this period" being the period that I requested that you do,
2 the December 21, 2010 through May 31, 2013.

3 THE WITNESS: The deposits we identified for farm
4 rental income.

02:06:38PM 5 THE COURT: And that would be just a little over a
6 two-year period, two years and a few months.

7 THE WITNESS: Yes, sir.

8 THE COURT: All right. In addition to that, you
9 show dividend income, interest income.

02:06:52PM 10 And by long-term capital gains and short term,
11 are you reflecting there some income from Exxon or one of
12 these companies?

13 THE WITNESS: No, sir. Actually the dividends from
14 Exxon or Chevron would be in the dividend income amount.

02:07:13PM 15 THE COURT: On Exhibit 3?

16 THE WITNESS: Excuse me.

17 THE COURT: Oh, I'm sorry, no, it would not be.

18 THE WITNESS: I'm sorry, Your Honor. Could you
19 repeat your question.

02:07:22PM 20 THE COURT: I was asking where did this long-term
21 capital gains come from.

22 THE WITNESS: Oh, I'm sorry. The long-term capital
23 gains and short-term capital gains, those were reported on the
24 stock brokerage accounts. Those are called flow-through

02:07:38PM 25 amounts from mutual funds and things of that nature.

1 THE COURT: And then the income of 183,000 is stock
2 sale. That's the liquidation of the stock -- did that include
3 the liquidation of stock before 11/11/11?

02:08:02PM 4 THE WITNESS: That was the liquidation of stocks
5 during that time frame, other than the stocks that were
6 disbursed in kind.

7 THE COURT: Okay. So this is a separate
8 liquidation.

9 THE WITNESS: Yes, sir.

02:08:11PM 10 THE COURT: Or a separate income, should I say.
11 This is income.

12 THE WITNESS: It's stock liquidated.

13 THE COURT: This is income from the sale of certain
14 other stocks that has now has been liquidated and it brings
02:08:22PM 15 total income to about \$216,600,000.

16 THE WITNESS: Yes, sir.

17 THE COURT: The miscellaneous income is just other
18 income that -- what would that be, sort of like what?

19 THE WITNESS: To be honest, Your Honor, without
02:09:01PM 20 looking at the underlying documents, I can't remember right
21 now. But it was a number of small items that didn't fit one
22 of these other accounts that are listed in Exhibit 1.

23 THE COURT: But it is reflected in the deposits of
24 the account?

02:09:17PM 25 THE WITNESS: Yes, sir.

1 THE COURT: The pension income, and I'm looking at
2 Social Security income. Who is getting Social Security income
3 to go into that account at this time?

02:09:31PM 4 I believe both the husband and the wife are
5 deceased, right?

6 THE WITNESS: Mrs. Brunsting, she was alive for
7 about 12 months.

8 THE COURT: You are right. Tax refunds, that would
9 also be reflected. This is the sale proceeds from the house.
02:09:45PM 10 That's all -- so we are talking about a total of 830-plus
11 thousand dollars during this two years or two- to three-month
12 period?

13 THE WITNESS: Yes, sir.

14 THE COURT: And then we're talking in the next
02:09:55PM 15 section about expenses, medical care, in-house care, and
16 medical care, and all of that coming to the 122,000, more or
17 less.

18 THE WITNESS: Yes, sir.

19 THE COURT: The pet care and pet food and all of
02:10:22PM 20 that, that doesn't have anything to do with the farm. This
21 must be at the house, right?

22 THE WITNESS: Yes, sir.

23 THE COURT: Okay. And veterinarian expenses.

24 So we are talking about total expenditures of
02:10:41PM 25 about half of what the income was, right?

1 THE WITNESS: Yes, sir.

2 THE COURT: And then you said net income, receipts,
3 and expenses, disbursements.

4 How are you distinguishing that from total
02:10:55PM 5 expenses and disbursements?

6 THE WITNESS: That's just the net of the total
7 incoming receipts of 830,000 less the total expenses of 418.

8 THE COURT: Okay. And then you show the 298,000 in
9 stock -- in stock transfer to family or whatever. This is a
02:11:20PM 10 value of stock. This is the value beyond what was sold and
11 became income.

12 THE WITNESS: Yes, sir.

13 THE COURT: So we are looking at -- right at almost
14 500 -- well, 300,000, basically, that was transferred
02:11:39PM 15 directly, apparently, by the estate before -- before Ms.
16 Brunsting died in November 11, 2011.

17 THE WITNESS: Yes, sir.

18 THE COURT: More or less.

19 THE WITNESS: In May and June of 2011.

02:11:56PM 20 THE COURT: What two or three numbers are you
21 putting together to come to the 120,000 at the bottom?

22 THE WITNESS: 411,328 less 298,976 gets me to the
23 112,346.

24 THE COURT: All right. What you don't have or what
02:12:19PM 25 didn't do and were not asked to do was to do an asset

1 liability --

2 THE WITNESS: Correct.

3 THE COURT: -- sheet.

4 Are there any other concerns or statement that

02:12:45PM 5 you need to make regarding this report before -- before I ask
6 you a question regarding your billing?

7 THE WITNESS: The one item is, after the filing of
8 my report, there was a disbursement for \$6500, which had been
9 put into miscellaneous expenses because I had no backup for

02:13:19PM 10 it.

11 THE COURT: It was a one-time payment of 6500?

12 THE WITNESS: Yes, sir.

13 THE COURT: Where is that reflected on page --

14 THE WITNESS: I'm sorry. Exhibit 1, page 1.

02:13:29PM 15 THE COURT: Page 1, Exhibit 1? All right.

16 THE WITNESS: Towards the bottom, Miscellaneous
17 Expenses. That shows miscellaneous expenses \$6753. \$6500 of
18 that amount should be reclassified to checks or cash to family
19 members.

02:13:54PM 20 THE COURT: What you are calling miscellaneous
21 expenses would be -- say that again. I'm sorry.

22 THE WITNESS: That miscellaneous expense, there
23 was -- \$6500 of that amount we found -- defendants' counsel
24 confirmed for me, subsequent to the filing of the report, that
02:14:17PM 25 that was a distribution to a family member.

1 THE COURT: Okay. So this is not a part of the pre
2 -- part of the distribution made by Ms. Brunsting before her
3 death. This was expenses or monies that were paid to a
4 particular family member -- a single family member or maybe
02:14:40PM 5 two family numbers, whatever the number might be, that were
6 made after that date?

7 THE WITNESS: Let me -- let me confirm that. That
8 was subsequent to her demise.

9 THE COURT: What page are you looking at?

02:15:10PM 10 THE WITNESS: On Exhibit 2, page 16.

11 THE COURT: Where it says --

12 THE WITNESS: About two-thirds or three-quarters of
13 the way down the page, it says "Miscellaneous Expenses."

14 THE COURT: Page 16 did you say?

02:15:30PM 15 THE WITNESS: Yes, sir. Exhibit 2.

16 THE COURT: Okay. Miscellaneous, and then it shows
17 a total of something like... co-op and then withdrawal, and
18 then Houston Metro, those together totaling 6753.72.

19 THE WITNESS: That middle entry on November 14th of
02:15:53PM 20 \$6500 should now be reclassified --

21 THE COURT: As disbursement?

22 THE WITNESS: -- as disbursement to family members.

23 THE COURT: As disbursement. You've got a code
24 there of W-D-R-L. What does that mean to you?

02:16:12PM 25 THE WITNESS: Withdrawal. This withdrawal on the

1 bank statement.

2 THE COURT: It is my lack of accounting acumen.
3 It's not your fault. I'm trying to make sure I understand, so
4 that if I have a question, I can ask you.

02:16:29PM 5 Now, as it relates to your billing, it does not
6 include an appearance here today, as I understand it, or the
7 time that you have spent. You have already submitted a
8 billing to the -- bill to the Court for payment, have you not?

9 THE WITNESS: That is correct.

02:16:43PM 10 THE COURT: And except for whatever time has been
11 spent since this submission, have you received any objections
12 from either the plaintiff, Ms. Curtis, or from the defense
13 concerning the payment of your expenses?

14 THE WITNESS: No, sir.

02:16:59PM 15 THE COURT: Does your billing include the legal
16 advice necessary that you received as well, or was it just
17 separately an accounting function?

18 THE WITNESS: Mine was separately an accounting
19 function, and I also submitted a separate invoice from my
02:17:18PM 20 counsel.

21 THE COURT: Have you received any objections from
22 either plaintiff or defendant in that regard?

23 THE DEFENDANT: No, sir.

24 THE COURT: Ms. Curtis. Anything else?

02:17:29PM 25 MS. CURTIS: No.

1 THE COURT: Mr. Vie?

2 MR. VIE: Just one thing, Your Honor.

3 BY MR. VIE:

02:17:41PM

4 Q. Just to be clear, because the Court has asked about the
5 timing of this last expense that you mentioned being
6 reclassified.

7 A. Yes, sir.

02:17:56PM

8 Q. Okay. If I understand the miscellaneous expense, the
9 check that is noted for the \$6500, that is prior -- that's
10 three days after Mrs. Nella's Brunsting's death?

11 A. Correct.

12 Q. Do you recall what the transaction was, the \$6500
13 transaction?

02:18:13PM

14 A. I believe it was to Carol Brunsting. I feel confident
15 about that. And I believe the -- the explanation that your
16 firm gave me was that -- it was to be, I guess, used to help
17 deal with some of her funeral expenses.

18 Q. Was the money redeposited at some point after that?

02:18:37PM

19 In other words, the money that had been taken
20 out should there be some funeral expenses or other things
21 necessary, would that money have been put back at some point?

22 THE COURT: Why don't you show him where you are
23 talking about.

02:18:48PM

24 MR. VIE: Well, I understand where his reference was
25 on page 16, where he highlights the miscellaneous expense of

1 6500.

2 THE COURT: I know, but how would he know whether or
3 not it is put back unless you know where it is?

4 MR. VIE: If he has a corresponding entry for a
02:19:00PM 5 deposit for 6500.

6 THE COURT: I see.

7 THE WITNESS: I don't recall one.

8 BY MR. VIE:

9 Q. If there was one, where are the costs like that reflected
02:19:09PM 10 in the report?

11 A. It would probably be under a miscellaneous --

12 THE COURT: Keep your voice up, Mr. West.

13 THE WITNESS: I would think it should be under
14 miscellaneous income, and I don't find it there. There's a
02:19:33PM 15 possibility it could have always been misposted, but I would
16 need to look through the ledger in total.

17 BY MR. VIE:

18 Q. Would you -- it was -- your understanding, it was
19 represented to you it was not a gift; it was some expenses
02:19:47PM 20 that were funds made available for funeral expenses?

21 A. That's what I was told.

22 MR. VIE: No further questions, Your Honor.

23 THE COURT: All right. Well, your understanding is
24 based upon what counsel told you. It had nothing to do with
02:20:02PM 25 and independent audit, right?

1 THE WITNESS: Yes.

2 THE COURT: You may step down, sir. Thank you very
3 much.

02:20:30PM

4 All right. If there is no objection, I will
5 ask -- no objection to the report and the invoice request of
6 counsel for himself, as an accounting function, as well as
7 advice of counsel, if there's no objection, I'm going to order
8 that those be paid.

9 Any objection, Ms. Curtis?

02:20:51PM

10 MS. CURTIS: No, Your Honor.

11 THE COURT: Mr. Vie, speaking on behalf of your
12 clients?

13 MR. VIE: No, Your Honor, no objection.

02:21:00PM

14 THE COURT: All right. Okay. All right. That's
15 all we have. Thank you very much, and that will take care of
16 it.

17 No, no, no. I'm sorry. All we have with
18 accountants. If they want to leave, they can. There are some
19 other motions we need to address.

02:21:14PM

20 MR. MILLION: Your Honor, would you like us to
21 submit a proposed order?

22 THE COURT: Would you do that? It would make it a
23 lot -- well, how about that, just happen to have it right
24 there, right?

02:21:40PM

25 You shared this with -- the expense paperwork,

1 you shared the expense report and/or request for payment with
2 both Ms. Curtis and with Mr. Vie?

3 MR. WEST: Yes, Your Honor.

02:22:20PM

4 THE COURT: All right. Ms. Curtis, you have some
5 other -- well, I will start with you, Mr. Vie. I believe you
6 have filed a motion that has drawn some -- you all want to be
7 excused?

8 MR. MILLION: Yes, Your Honor. I do want to bring
9 one other thing to the Court's attention.

10 THE COURT: Okay. Go ahead, sir.

02:22:47PM

11 MR. MILLION: In the pleadings that were filed by
12 the plaintiff and defendant, there has been some indication
13 that they are wanting additional work to be performed by the
14 special master. And I know one of the proposed forms of order
15 said you've got to do something within 10 days.

02:23:04PM

16 Just given the tax season issues with respect
17 to corporate filings and such, any additional work that the
18 special master might request to do, he is happy to do whatever
19 the Court needs. However, he would need more than 10 days to
20 be able to comply with that.

21 THE COURT: Yeah, I think I might have said this to
22 both sides. If I did not, you will hear it now.

02:23:22PM

23 My purpose in asking Mr. West to come in was
24 not to make him a person for them to utilize to do any of
25 their work. He was working for the Court to bring some

1 matters to the Court's attention that would be too much
2 contention between the parties for me to ask either side to
3 present anything to me that I could, at least in good faith,
4 at the time, rely upon as a way of making some determinations.

02:23:42PM

5 So I wanted to find out where the income was
6 and what had happened to it. Those were some of the
7 allegations made by Ms. Curtis.

8 The function of doing other financial reports I
9 think the parties should be able to handle and do themselves.

02:24:02PM

10 And if they choose to employ someone to do it, they certainly
11 will be able to do it. We have got fundamentals of stuff
12 ready and in place for them to go ahead and get that done.

13 If there is some need, certainly, Mr. West may
14 be asked do it. If so, it would be by the Court, not by the
15 parties.

02:24:20PM

16 MR. MILLION: Thank you, Your Honor.

17 THE COURT: Thank you very much, gentlemen. Have a
18 good day.

19 Ms. Curtis -- I'm sorry. Mr. Vie, you filed a
20 motion to -- let me just get it out here -- a motion to --
21 request for the renewal of the farm lease, I believe. Let me
22 see if I can find that document number.

02:24:32PM

23 I believe that's Instrument No. 65, filed about
24 10 days ago.

02:25:03PM

25 MR. VIE: Yes, Your Honor.

1 THE COURT: And as I understand, Ms. Curtis, that
2 you have reviewed that, and your objection is, essentially --
3 correct me if I am wrong -- that it is automatically renewed
4 at this point because no objection was filed and no
02:25:21PM 5 disapproval of that renewal occurred within the time frame
6 that needed to be made.

7 Am I correct?

8 MS. CURTIS: Yes, Your Honor.

9 THE COURT: So in that regard, the objection is
02:25:31PM 10 simply a matter of record as to how things are and the -- the
11 renewal of the farm lease, while the Court might have the
12 authority to cancel it, it is automatically renewed. It would
13 take some affirmative action.

14 So why should I cancel it? Tell me why I
15 should cancel it.

16 Is there any basis for me to cancel it at this
17 point?

18 MS. CURTIS: The farm lease?

19 THE COURT: Yes, ma'am.

02:26:02PM 20 MS. CURTIS: No, Your Honor.

21 THE COURT: The motion will be granted unless there
22 is something additional I need to know, Mr. Vie, about this
23 before that occurs.

24 MR. VIE: No, Your Honor.

02:26:09PM 25 THE COURT: All right. I believe there was an order

1 entered, and I know there was one entered, but I believe the
2 second order was entered for the payment of certain property
3 taxes.

4 That has been taken care of, right?

02:26:28PM

5 MR. VIE: Yes, Your Honor. You have already entered
6 that.

7 THE COURT: All right. I have reviewed your
8 responses to the report. It seems to me the next item, then,
9 has to do with objection that you have made -- I'm trying to
10 figure out what you meant, Ms. Curtis, by "recommit matter to
11 master for consideration."

02:26:40PM

12 Tell me what you are talking about there. You
13 filed this on September 3rd. This was filed, what, today?

14 MS. CURTIS: This was filed this morning.

02:27:04PM

15 THE COURT: Wow. You are faster than the lawyers
16 are. Where were you when you filed this?

17 MS. CURTIS: In the clerk's office.

18 THE COURT: All right. I didn't know if you were
19 filing electronically or not.

02:27:16PM

20 MS. CURTIS: I do not file electronically.

21 THE COURT: Well, you filed this motion -- or
22 objections to defendants' motion for order to recommit matters
23 to master for consideration.

24 Tell me what you are talking about there.

02:27:31PM

25 MS. CURTIS: Well, there is a letter that Mr. Vie

1 provided to Mr. West in support of missing documents and other
2 questions that the master had. It is dated July 15th, 2013.
3 It was Appendix Tab 1 in Document No. 67 filed by the
4 defendants, which is their response to the report of master.

02:28:02PM

5 THE COURT: All right.

6 MS. CURTIS: And I am objecting to even spending
7 another penny with the master when there is nothing
8 substantive in here. This was all just excuses and
9 explanations.

02:28:23PM

10 THE COURT: You mean on the part of the defendants?

11 MS. CURTIS: The defendants, for missing records or
12 how they categorized the expenses, which was not what the
13 master was instructed to do. He was just instructed to list
14 the income and the expenses that occurred for this period of
15 time.

02:28:45PM

16 He did the best he could to categorize these
17 things. He had questions, like about the 6500 in
18 miscellaneous income. And he did not receive third-party
19 receipts or original statements or any documentation. All the
20 master received were excuses for these transactions, which is
21 not the basis of the master's report. He was just asked to
22 report on the income and expenses.

02:29:04PM

23 So I think this entire thing is just irrelevant
24 and a waste of time.

02:29:25PM

25 THE COURT: So your objection and -- your objection

1 there is to -- has to do with the statements being made in the
2 defendants' report or request or statements to the master, and
3 that no further work should be done by the master -- special
4 master regarding these documents and these statements?

02:29:50PM

5 MS. CURTIS: That is correct.

6 THE COURT: I think I've already cured that. I've
7 just let him go.

02:30:09PM

8 What else did you have there? You filed, as
9 well, I think a motion to show cause why a judgement of civil
10 contempt should not be -- and I know they have not had a
11 chance to respond to this. But that's also been filed before
12 the Court. But is there anything else, other than that motion
13 pending?

02:30:26PM

14 MS. CURTIS: I have not filed anything else, no,
15 Your Honor.

02:30:41PM

16 THE COURT: All right. So, you are coming out of
17 California, and I'm trying to find out how we -- how soon
18 would you be ready and what evidence would you be presenting
19 on this? Because I don't want to have you just coming back
20 and forth, expense to you.

21 MS. CURTIS: I have a statement to make. I don't
22 know if that will help.

23 THE COURT: I don't know if Mr. Vie is prepared to
24 respond, but I will permit you to make your statement.

02:30:51PM

25 MS. CURTIS: I don't expect a response. I just came

1 prepared with this statement.

2 THE COURT: Okay. Go right ahead, then.

3 MS. CURTIS: "The absent of immunity results in
4 responsibilities for which there is no exemption. Since no
02:31:03PM 5 one may be in legal relation with their self, trustees, de
6 facto or de jure, encumbered with duties, and empowered to
7 perform such duties are bound in a jural relation to the
8 beneficiaries, which confers upon said beneficiaries specific
9 rights which are well-known to the law.

02:31:23PM 10 "Among such rights is a distinct and calculable
11 property interest in a complete and accurate accounting.
12 Withholding such information, whether by failure or refusal,
13 constitutes a palpable injury to a beneficiary evidenced by
14 the resulting inability to cure and perfect their claim.

02:31:43PM 15 "Said failure to perform the duties of trustee
16 endows the beneficiary with the legal powers to act against
17 said trustees in order to lay claim to that which is
18 [property] -- properly theirs and to which they are entitled.

19 "I object to the July 15th letter from
02:32:01PM 20 defendants to the master insofar as it contains excuses and
21 explanations that are prejudicial, non-probative, and thus
22 immaterial. The time for these explanations and excuses has
23 long since passed. I would, however, offer the letter into
24 evidence as an offer of proof that the omissions contained
02:32:24PM 25 therein establish evidence of facts that are clear, positive,

1 uncontradicted and of such nature they cannot rationally be
2 disbelieved, and the Court is, therefore, compelled to
3 conclude that those facts have been established as a matter of
4 law.

02:32:36PM

5 "Defendants admit that they failed to keep
6 books and records, and, therefore, are incapable of providing
7 a full, true and complete accounting. Further, defendants
8 admit to self-dealing, commingling, and [applications] of --
9 misapplications of fiduciary attached to expressions of bias.

02:32:58PM

10 "I would also like to offer defendants'
11 response to plaintiff's request for disclosure and defendants'
12 answer into evidence as an offer of proof that defendants
13 refused to provide non-proprietary trust instruments and admit
14 that they can provide no evidence of notices to the other
15 co-beneficiaries of any of their acts from alleged changes to
16 the trust, changes of trustees, changes in trustee
17 compensation or any of their other proclaimed acts of trust
18 administration.

02:33:17PM

19 "Plaintiff's claim for breach of fiduciary is
20 ripe for summary judgment on the merits of these admissions
21 and the accounting that supports the admissions. Plaintiff
22 asks this Court for summary judgment on the claim for breach
23 of fiduciary and asks that defendants be removed from
24 conducting any further trust business.

02:33:33PM

02:33:48PM

25 This is Texas Trust Code 113.082, Sections 4, 5

1 and 6(b). Plaintiff further moves that this Court bifurcate
2 all the remaining issues, including questions of damages,
3 until more necessary information can be obtained."

02:34:11PM 4 THE COURT: I saw attached to your motion what I
5 believe to be a request for certain discovery.

6 That is certain information that you have
7 wanted provided to you; is that right?

8 MS. CURTIS: It is information I wanted provided to
9 me.

02:34:25PM 10 THE COURT: All right. But once that
11 information -- let's assume that that's what it is and that
12 they are going to respond and give you certain information
13 pursuant to your request, and now you have got the
14 information, let's say.

02:34:34PM 15 What is your next -- you are asking the Court,
16 I gather, to have a hearing to determine whether or not the
17 parties should be removed as trustees. You understand that
18 would require the Court then appointing someone to serve as a
19 trustee.

02:34:52PM 20 MS. CURTIS: Yes, Your Honor.

21 THE COURT: And then the parties would then have to,
22 then, present to the Court, I gather, the name -- the name or
23 names of individuals who they believe -- whom they believe
24 would be qualified to handle those -- those functions, and
02:35:08PM 25 could not -- it would seem to me, because of the controversy,

1 it doesn't seem it could include you or another family member.

2 Do you see the problem there?

3 MS. CURTIS: I do understand.

4 THE COURT: So is that what you are asking the Court
02:35:22PM 5 to do in your -- that's what I think I heard you say.

6 Is that right?

7 MS. CURTIS: Yes, that's correct.

8 THE COURT: Why haven't you gone on and hired a
9 lawyer?

02:35:32PM 10 MS. CURTIS: Because these are things that -- these
11 are things that I don't need an attorney for. I'm going --

12 THE COURT: I don't disagree that as a matter of
13 course, you are entitled to what you are requesting. The
14 problem is that you are not -- you are so far away from the
02:35:53PM 15 courthouse, and it creates some problems with the
16 communication that -- when I say "communication," meaning if I
17 want to have a hearing on something, you either have got to
18 fly in here, or I have got to have you on the telephone. And
19 I'm not really sure the telephone is a proper way to have
02:36:10PM 20 these types of proceedings.

21 If you had counsel, particularly local counsel,
22 that's someone who could make motions and proceed to do
23 discovery and all of that on your behalf. It seems to me that
24 would be a much easier way to proceed. I'm just throwing that
02:36:28PM 25 out there for you.

1 However, under the rules of discovery, I'm not
2 quite sure that the way that you have presented this is a way
3 in which the defendants are required to respond. In other
4 words, you have attached to your motion, your ex parte
02:36:48PM 5 motion -- and I think you filed it under seal. I'm not sure
6 why.

7 Why did you file it under seal?

8 MS. CURTIS: I just gave it to the clerk this
9 morning.

02:36:57PM 10 THE COURT: Okay. So it doesn't really need to be
11 under seal. There are no -- I don't think there are any -- we
12 generally have things filed under seal that would -- where
13 there may be some indication of information, family private
14 information, confidential information, that should not be
02:37:20PM 15 disclosed to the public. But this is a public proceeding, so
16 there is nothing, I gather, as far as you know that --

17 MS. CURTIS: No, Your Honor.

18 THE COURT: -- would require that. I'm going to,
19 then, have it removed from being under seal. I don't know if
02:37:31PM 20 counsel has gotten a copy of it yet, but he would be able to
21 access it. You should provide him a copy of it.

22 MS. CURTIS: I did.

23 THE COURT: Okay. Very good. But if you look at
24 what you have got as p-68. Does that mean there's a p-67
02:37:53PM 25 someplace and a p-66?

1 MS. CURTIS: The p-67.

2 THE COURT: It's attached to the motion. That's
3 what I am referring to. It's attached to your ex parte
4 motion. It is a five-page document, demanding --

02:38:11PM

5 MS. CURTIS: I have it. It was the only exhibit
6 that I attached.

7 THE COURT: But this suggests there are 67 other
8 exhibits out there somewhere, right?

02:38:28PM

9 MS. CURTIS: Yes. I have just continued adding
10 exhibit numbers from the very beginning.

11 THE COURT: Okay. So some of these exhibits are
12 attached to your original proceeding?

13 MS. CURTIS: Yes, Your Honor.

02:38:38PM

14 THE COURT: And all along there may have been some
15 that were added to or attached to your motions, and you are
16 now at number 68. That's what that is. Okay.

17 MS. CURTIS: Yes, Your Honor. And --

18 THE COURT: Have you read the rules, Federal Rules
19 of Procedure related to discovery requests?

02:38:55PM

20 MS. CURTIS: Yes, Your Honor. I have something to
21 say about that, also.

22 THE COURT: Well, let me say my say first. And that
23 is, this is not going to get.

24 MS. CURTIS: I understand.

02:39:04PM

25 THE COURT: Go ahead and say your say.

1 MS. CURTIS: "The public policy considerations
2 involved in a common law information demand pursuant to a
3 fiduciary obligation are very different from those involved in
4 a discovery request under Rules of Civil Procedure for the
02:39:19PM 5 following reasons: If trustee is administering property, the
6 trust estate that belongs to the beneficiaries of the trust.
7 In other words, the beneficiaries hold equitable title to the
8 trust estate.

9 "The trustee acting in his individual capacity
02:39:35PM 10 usually has no personal interest whatsoever in the estate of
11 the trust that he is administering. Consequently, the
12 information requested does not belong to the trustee. In
13 legal discovery requests, a party to a lawsuit is requesting
14 proprietary information and documents that belong to another
02:39:54PM 15 party. This is not the case with respect to equitable demands
16 for information.

17 "The trustee of a trust holds the trust estate
18 for the benefit of the trust beneficiaries who have an
19 equitable interest in all information and documents. There is
02:40:10PM 20 usually a financial disparity between the beneficiary who is
21 using his personal financial resources to obtain information
22 and the trustee who is using the estate of the trust to pay
23 for the cost of his compliance with the information demand.
24 In essence, the beneficiary is paying everyone's fees.

02:40:32PM 25 "This situation does not occur in legal

1 discovery requests where independent parties are involved in
2 litigation. The beneficiary of a trust is the only person
3 authorized to enforce the trust. It is not possible for him
4 or her to perform this function without disclosure from the
02:40:49PM 5 trustee regarding how the trust is being administered. Where,
6 as here, the trustee is conflicted, the duty to disclose is
7 even higher than that of ordinary corporate trustees.

8 "In discovery, under the rules the scope of
9 discovery is whether the information sought appears reasonably
02:41:09PM 10 calculated to lead to the discovery of admissible evidence.
11 In common law disclosure, the scope of discovery is material
12 facts known to the trustee that might affect the
13 beneficiaries' rights.

14 "There is no law in place allowing formal
02:41:24PM 15 objections to reasonable common law disclosure demand for
16 information directed from a beneficiary to a trustee. Unlike
17 interrogatories, there is no limitation on the number of
18 demands for information that can be made on the trustee if the
19 trustee breaches his duty to disclose his subject to all
02:41:45PM 20 equitable remedies. Moreover, his breach is a factor in the
21 award of legal fees in the overall case pursuant to Texas
22 Trust Code 114.064."

23 I have been asking, first, nicely, then I made
24 a common law demand in writing in late 2011, after my mother
02:42:08PM 25 passed away. I made a statutory demand for the exact same

1 information I was entitled to in January of 2011. And to this
2 day, I have gotten nothing but excuses and explanations for
3 records and documents that I am entitled to as a beneficiary.

02:42:35PM 4 THE COURT: All right. Let me ask you, when you say
5 you have gotten nothing, are you saying that you have received
6 absolutely nothing from defendants or their attorneys?

7 MS. CURTIS: I have received nothing responsive.

8 THE COURT: So now there is an argument as to what
9 responsive is, isn't it?

02:42:50PM 10 So here's what I am getting to. These kinds of
11 disputes as to whether or not -- whatever you might have
12 received -- and I don't even suggest that it's what you
13 requested, but whatever the dispute is, these matters are
14 matters that now are in this Court. And you are asking me to
02:43:10PM 15 address them, and I'm in no position to address them because I
16 don't have the documents before me that you do have.

17 And the way this request has to be made now is
18 not in a common law fashion as you would do if you were
19 writing a letter to a person and requesting. That simply sets
02:43:33PM 20 you up to go to court and get a judge to enter an order that
21 you be provided with the documentation that you believe you
22 are entitled to. My job would then be to decide whether or
23 not the information that you have requested is relevant or
24 important to any issue in the case.

02:43:51PM 25 Because the point is, the bottom line here, in

1 my opinion, and it seems where you are headed, is that you are
2 asking this Court to do one of several things, or maybe
3 several things.

4 One, it sounds like you are asking the Court to
02:44:07PM 5 remove the trustees and appoint a trustee. I think I heard
6 you say that.

7 Second, it seemed to me you want the estate
8 dispersed so that you have your share of the estate and it is
9 not under the supervision and/or hands of your sisters.

02:44:24PM 10 And, third, you want your sisters or the
11 trustees, whoever was acting as -- I think it was both of
12 them, co-trustees, since November 11th of 2011, or whatever
13 period of time. You want them to account to you, that, by
14 accounting, I think I hear you saying you want them to
02:44:42PM 15 reimburse you for what they have taken that doesn't belong to
16 them, as a disbursement to them, assuming that that has
17 occurred.

18 And it sounds to me like you are asking for
19 attorney's fees that have not -- following through. And this
02:44:55PM 20 would not come from the estate per se. It would come from
21 them individually. That's what I understand I am hearing.

22 So, there are some documents that may be
23 important or relevant to those kinds of requests, but
24 everything wouldn't necessarily be. Whether or not -- for
02:45:14PM 25 example, if you are looking for do you have certified copies

1 of letters, or whatever, that might have gone from this person
2 to that person, that might not be relevant.

3 What is relevant, it seems to me, is that there
4 is a money issue here, and it can be solved by accounting and
02:45:30PM 5 disbursement. One of the things that the Court is going to
6 have to get around to, it seems to me, because I'm not sure
7 that you are going to do it voluntarily, or the parties or the
8 defendants, is at some point an asset/liability statement has
9 to be prepared and presented in this case. Otherwise, there's
02:45:50PM 10 no way for the Court to know what the value of the estate is
11 and/or what the -- what any disbursements might look like.
12 I'm not sure that disbursement is the proper venue, but I am
13 certain that that's part of what you are requesting.

14 Am I correct in some of that?

02:46:07PM 15 MS. CURTIS: You are correct in almost 99 percent of
16 that, but I would like to know where the EE bonds are.

17 THE COURT: The who?

18 MS. CURTIS: The EE Treasury bonds.

19 THE COURT: Here's my point. You can ask that, but
02:46:24PM 20 you need to do it. You can ask for a revelation of these
21 documents, these Treasury bonds, whatever else you think
22 that's missing and have not been accounted for. And the
23 reason, theoretically, at least in part, that they have not
24 been accounted for is that they are not paying an interest as
02:46:45PM 25 an income to the estate, necessarily. The interest,

1 apparently, is being accumulated in the bond itself. So you
2 would have to cash the bond to get the principal and the
3 interest. That may be an explanation for it.

4 You are entitled to know what those assets are,
02:47:01PM 5 but you've got to ask for them. What I said to you was the
6 way that you attached it to this motion is not the way that it
7 should be done under the rules of discovery. So simply file
8 your motion for requesting whatever it is that you are
9 requesting discovery wise with counsel, Mr. Vie, who has the
02:47:24PM 10 duty to either object to what you are requesting or to
11 respond. Okay?

12 But I don't want it attached to your motion for
13 an order to show cause because that's a different -- that's a
14 different vehicle. This is discovery attached to something
02:47:43PM 15 that it should not be attached to. So you need to file a
16 separate discovery motion. All right? Or at least provide
17 that -- file that request with Mr. Vie.

18 MS. CURTIS: Excuse me, Your Honor. But the reason
19 I attached the demand for production of documents, this is
02:48:05PM 20 a -- this has already been given to defendants. They have
21 already responded to it.

22 THE COURT: Okay. Okay.

23 MS. CURTIS: And the reason that I attached it is
24 because I still don't have the information that I need to be
02:48:19PM 25 able to make a decision about anything having to do with my

1 beneficial interests.

2 THE COURT: So that's the basis for this
3 application, for civil contempt.

4 MS. CURTIS: Yes, Your Honor.

02:48:30PM

5 THE COURT: I see. Okay. Now, see, I don't know
6 what's going on outside of the Court. So I apologize for
7 being too far ahead of you in that respect, or behind you,
8 whatever.

02:48:44PM

9 The point is that this application, then, would
10 require the Court to conduct a hearing. They have a duty to
11 respond and an opportunity to respond within a certain number
12 of days. It would require a hearing, and, in my opinion, it
13 would require a hearing here in open court so the record is
14 made of whatever that proceeding is. So, there you have it.

02:49:05PM

15 It is going to be -- I cannot let you participate by
16 telephone.

17 MS. CURTIS: I understand.

18 THE COURT: Because you might need to be questioned,
19 as well, under the proceeding. All right?

02:49:17PM

20 So I will set a date for that, and Mr. Vie can
21 respond within that time frame, and then we will see whether
22 or not there's a hearing probably within the next 30, 40 days.

23 MS. CURTIS: Okay.

24 THE COURT: Anything else?

02:49:36PM

25 MS. CURTIS: No, Your honor.

1 THE COURT: And you are still not going to get a
2 lawyer, right?

3 MS. CURTIS: Not quite yet.

4 THE COURT: Okay.

02:49:44PM 5 Mr. Vie, did you have anything that you needed
6 to bring to the Court's attention?

7 MR. VIE: No, Your Honor.

8 THE COURT: So I will go ahead and set this matter
9 for a hearing perhaps the 1st of October.

02:49:55PM 10 Do we have a date that we can give them now?

11 Is October 1st too soon?

12 You haven't had a chance to respond yet. So,
13 theoretically, you have got 21 days.

14 MR. VIE: I think it is on the docket for the -- I
02:50:19PM 15 think the submission date is the 19th.

16 THE COURT: That's an automatic submission. I'm
17 talking about a date for the hearing on the motion. You are
18 going to be responding or -- or not, one way or the other. I
19 would have to have a hearing before I could decide the motion.

02:50:35PM 20 MR. VIE: Tuesday, the 1st?

21 THE COURT: Would that be fine?

22 MS. CURTIS: Your Honor, the nature of my work
23 requires me to be in my office on Monday or Tuesday of any
24 given week.

02:50:49PM 25 THE COURT: What's a good day for you?

1 MS. CURTIS: Wednesday, Thursday or Friday. Any
2 Wednesday, Thursday or Friday I will be here.

3 THE COURT: So if you have to travel, how are you
4 going to get here on Wednesday if you have got to be in there
02:51:01PM 5 on Tuesday?

6 MS. CURTIS: I can travel at night.

7 THE COURT: You can work that out.

8 MS. CURTIS: I will work that out.

9 THE COURT: So let's pick a Wednesday. October 2nd,
10 how is that for you?

11 MR. VIE: No objection, Your Honor.

12 THE COURT: October 2nd. Is 11:30 a good time or is
13 it better in the afternoon, Ms. Curtis?

14 MS. CURTIS: 11:30 is fine.

02:51:24PM 15 THE COURT: Is that fine with you, then, Mr. Vie?

16 MR. VIE: Yes, Your Honor.

17 THE COURT: 10/11, at 11:30 a.m. -- 10/2. 10/11
18 must be a holiday. 10/2. I apologize. October 2nd.

19 We are not going to send out an additional --
02:51:48PM 20 well, we might send a notice out, but don't wait on us to send
21 you a notice. You might get a notice indicating that -- a
22 reminder that this is occurring, and that would be the nature
23 and extent of the -- so let me ask a couple of questions,
24 Mr. Vie. And, I'm not sure, you might confer with your client
02:52:11PM 25 there.

1 I just signed an order, and you know that is a
2 fairly expensive -- I will deal with your order. I need to
3 sign it.

02:52:21PM

4 Can we pull up his order on the motion for the
5 lease?

6 I want to make sure that the funds are
7 available to pay the attorney and the accountant before -- I
8 don't want hear him call me and say, Judge, I haven't seen or
9 heard anything.

02:52:37PM

10 MR. VIE: They are available, Your Honor.

11 THE COURT: All right. Very good. I believe
12 everything else that was requested for payment, the taxes,
13 that's been taken care of.

14 MR. VIE: Yes, Your Honor.

02:52:47PM

15 THE COURT: The only thing I need is your order
16 here.

17 The Court has entered an order on that. I
18 believe that's all that I have. Thank you very much, ladies
19 and gentlemen.

02:53:35PM

20 (Concluded.)

21 * * *

22 I certify that the foregoing is a correct transcript from the
23 record of proceedings in the above-entitled cause, to the best
24 of my ability.

25 //s _____
Stephanie Kay Carlisle CSR, RPR

09/27/2013
Date

1 Official Court Reporter

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CANDACE LOUIS CURTIS, et al . C.A. NO. H-12-592
. HOUSTON, TEXAS
VS. .
. SEPTEMBER 10, 2020
ANITA KAY BRUNSTING, et al . 9:00 A.M. to 10:10 A.M.

TRANSCRIPT of TELEPHONE CONFERENCE
BEFORE THE HONORABLE KENNETH M. HOYT
UNITED STATES DISTRICT JUDGE

APPEARANCES: (All participants appearing by phone.)

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Proceedings recorded by mechanical stenography, transcript
produced by computer-aided transcription.

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APPEARANCES CONTINUED

ALSO PRESENT:

CANDACE LOUISE CURTIS
ANITA KAY BRUNSTING
AMY RUTH BRUNSTING
CAROLE ANN BRUNSTING
JASON B. OSTROM

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1 P R O C E E D I N G S

2 *THE COURT:* Good morning. This is Judge Ken Hoyt. Do
3 I have parties on the line at this time?

4 *UNIDENTIFIED SPEAKER:* Yes. Good morning.

09:01:01 5 *MR. MENDEL:* Yes. Steve Mendel for Anita Brunsting.

6 *THE COURT:* Hold on just one second. Let me do -- let
7 me start it this way: Who's on the line for the plaintiff?

8 *MS. CURTIS:* Candace Curtis.

9 *THE COURT:* All right. And just yourself, Ms. Curtis,
09:01:21 10 for the plaintiff?

11 *MS. CURTIS:* No. My attorney is going to be calling
12 in just any second now.

13 *THE COURT:* Who's your -- who is your attorney?

14 *MS. CURTIS:* Candice Schwager.

09:01:38 15 *THE COURT:* Well, I've got Candace Louise Curtis, the
16 plaintiff, right?

17 *MS. CURTIS:* Yes, sir. That's me.

18 *THE COURT:* And then you've got a lawyer, I believe,
19 in Houston, Candice Lee Schwager. Is that the person you're
09:01:50 20 talking about?

21 *MS. CURTIS:* Yes, sir.

22 *THE COURT:* Okay. Let's see, that might be her
23 joining us now. Is that Ms. Schwager joining us?

24 *MS. SCHWAGER:* Yes, sir.

09:02:01 25 *THE COURT:* Okay. You're representing Ms. Curtis in

09:02:05 1 this call; is that correct?

2 *MS. SCHWAGER:* Yes, Your Honor.

3 *THE COURT:* Okay. Very good. And I gather it's just
4 the two of you on the line for the plaintiff, Ms. Curtis and
09:02:15 5 then yourself as her attorney?

6 *MS. SCHWAGER:* I believe so. I believe she's on the
7 line.

8 *THE COURT:* Yes, she's on the line.

9 *MS. CURTIS:* Yes, I'm here.

09:02:24 10 *THE COURT:* On representing the Brunsting -- which of
11 the Brunstings -- is Anita Brunsting on the line or her counsel
12 on the line?

13 *MR. MENDEL:* Counsel is on the line. My name is Steve
14 Mendel, Your Honor. And Anita Brunsting might be dialing in.

09:02:45 15 *THE COURT:* Who else is on the line with you then,
16 Mr. Mendel, if anyone?

17 *MR. MENDEL:* No one else is on the line with me.

18 *THE COURT:* Are you representing both Amy and Anita --
19 *(Simultaneous speaking, indiscernible.)*

09:02:59 20 *MR. MENDEL:* Mr. Neal Spielman -- Mr. Neal Spielman is
21 on the line representing Amy Brunsting.

22 *MR. SPIELMAN:* That's correct, Judge. Good morning.

23 *THE COURT:* Yes. Let me make sure I've got -- let's
24 see, what's your last name, sir?

09:03:14 25 *MR. SPIELMAN:* Spielman, S-p-i-e-l-m-a-n.

09:03:21 1 *THE COURT:* All right. Just yourself on the line for
2 Ms. Amy Brunsting?

3 *MR. SPIELMAN:* Yes, sir.

4 *THE COURT:* Okay. Let's see. Let me just make sure,
09:03:29 5 because I've got to get my docket sheet straightened out here.
6 I apologize. It is Stephen A. Mendel, is it, right?

7 *MR. MENDEL:* Yes, sir.

8 *THE COURT:* Okay. Very good. All right.

9 Let's see. Do we have others joining this call
09:03:50 10 or someone else just join us?

11 *MS. CAROLE BRUNSTING:* Yes. Yes. This is Carole
12 Brunsting, pro se. I'm one of the beneficiaries.

13 *THE COURT:* Well, let's see. Ms. Brunsting, hold on
14 just one second. You were sued, I gather, by the plaintiff in
09:04:15 15 this case? Is that your relationship to the case?

16 *MS. CAROLE BRUNSTING:* Correct.

17 *MS. SCHWAGER:* Your Honor, this is Candice Schwager.
18 In this case Ms. Carole Brunsting is not yet a party. If we
19 were to add a declaratory judgment, she would be brought in.

09:04:33 20 *THE COURT:* Well, I'm checking all the persons who are
21 participating and trying to make sure their opposition is
22 stated in the record. So I show her as a defendant. She may
23 not have been served, but I show --

24 *MS. SCHWAGER:* Oh, okay.

09:04:43 25 *THE COURT:* -- her as a defendant along with a number

09:04:45 1 of other -- excuse me -- along with a number of other persons.
2 But I want to make sure everyone who's on the line is accounted
3 for. So, do we have others other than Ms. Carole Brunsting?

4 *UNIDENTIFIED SPEAKER:* Yes, sir. This --

09:04:58 5 *UNIDENTIFIED SPEAKER:* Your Honor --

6 *THE COURT REPORTER:* Judge, this is the court --

7 *THE COURT:* One at a time, please. I'm sorry. One at
8 a time. I heard the voice of -- I thought it was Ms. Schwager
9 speaking. Was that correct?

09:05:14 10 *MS. SCHWAGER:* No. No, sir.

11 *THE COURT:* Okay. Was Ms. Carole speaking?

12 *MS. CAROLE BRUNSTING:* No, it was not me.

13 *MS. ANITA BRUNSTING:* This is Anita Brunsting.

14 *THE COURT:* I'm hearing --

09:05:29 15 *UNIDENTIFIED SPEAKER:* Your Honor, Ms. Brunsting is on
16 the line.

17 *THE COURT:* Ms. Brunsting -- Ms. Brunsting, I'm going
18 to ask that any individual who joins certainly announce
19 themselves as joining, but you will not be speaking if you have
09:05:39 20 counsel on the line. And I believe Ms. Anita -- I'm just going
21 to call it that way, Ms. Anita, I believe your counsel is on
22 the line, but I'm showing you as announcing present also.
23 Okay?

24 *MS. ANITA BRUNSTING:* Okay. Thank you.

09:05:53 25 *THE COURT:* All right. Who else do we have on the

09:05:55 1 line? So far the parties, I show Ms. Curtis, Ms. Anita
2 Brunsting. I show Ms. Carole Brunsting. And I show counsel,
3 that is, Ms. Schwager for Ms. Curtis. I show Mr. Mendel,
4 counsel for Ms. Anita. And I show Mr. Spielman for Ms. Amy.
09:06:22 5 Do we have other attorneys on the line?

6 *MR. OSTROM:* Your Honor, this is Jason Ostrom. I am
7 no longer representing Ms. Curtis, but I received your e-mail
8 notice and I felt it prudent to call in. I don't know if the
9 Court needs me or wants me, but I -- since I got the notice, I
09:06:42 10 called in.

11 *THE COURT:* Spell your last name, please, sir.

12 *MR. OSTROM:* Ostrom, O-s-t-r-o-m.

13 *THE COURT:* All right. Very good.

14 Let me ask you, Ms. Schwager, is there any basis
09:07:02 15 for Mr. Ostrom to remain on the line as far as you're
16 concerned?

17 *MS. SCHWAGER:* I don't believe so.

18 *THE COURT:* And does counsel for either of the
19 Brunstings believe that he's necessary for this call?

09:07:15 20 *MR. SPIELMAN:* Judge, this is Neal Spielman. And it
21 sort of depends, Your Honor, on what -- how you're going to
22 conduct this call. Mr. Ostrom was Ms. Curtis's attorney at the
23 time of the events that are being complained about and will be
24 discussed in this hearing. So I guess if the Court might want
09:07:36 25 Mr. Ostrom's perspective, then he's necessary. If the Court

09:07:40 1 does not want him to participate, that, of course, is then your
2 decision.

3 *THE COURT:* All right. I leave it to you to,
4 Mr. Ostrom, whether or not you want to stay on, but I will not
09:07:53 5 permit you to participate in any debate or discussion that's
6 going on unless there's a specific question that I might have.
7 And the reason is that this is not a time for exchanges between
8 client and a former attorney or between a current attorney and
9 a former attorney representing the client. I'm speaking about
09:08:17 10 Ms. Curtis's situation. So if you choose to remain, I have no
11 problem with that.

12 *MR. OSTROM:* I'll stay on for the Court's convenience,
13 but I will remain silent unless the Court addresses
14 anything towards me.

09:08:33 15 *THE COURT:* All right. Anyone else?

16 *(No response.)*

17 *THE COURT:* All right. Let me proceed in this manner,
18 because I think for purposes -- because of the length of time
19 that this matter has been in whatever state it's in, let's just
09:08:52 20 leave it at that, there have been a number of things that have
21 happened that might bring all of us to a point that -- that the
22 record needs to reflect it, I say, to some extent, how we got
23 to this point.

24 My recollection is there was a suit filed by
09:09:10 25 Ms. Curtis wherein she sought injunctive relief. That relief

09:09:16 1 was granted in part; and at some point along the way, in May,
2 let's say, of 2013, the Court appointed William G. West as
3 master to perform an accounting. That was part of the relief
4 that Ms. Curtis sought. Mr. West apparently performed that
09:09:39 5 accounting and made a report to the Court at some point in 2013
6 at a particular hearing.

7 There were objections to his report, but
8 eventually that report, I believe, was adopted by the Court and
9 we moved forward from that to disbursements along the way for
09:10:03 10 attorney's fees that were made to attorneys who were handling
11 the probate matter or the matter in probate court.

12 Various miscellaneous hearings were involved, and
13 I believe at one point Ms. Curtis filed a motion for attorney's
14 fees herself and that matter was eventually granted in some
09:10:27 15 respect and I believe that was resolved.

16 There was an order granting approval of
17 disbursements in May of 2013. There was an order granting
18 renewal of the farm lease in 2013. All this happened in
19 September of 2013. And then there was a motion to show cause
09:10:50 20 and an application for judgment of civil contempt filed by the
21 parties -- or by one of -- by the plaintiff, and the Court --
22 and the Court denied that order in October of 2013 and granted
23 the approval of other disbursements in November of 2013.

24 In 2013, in December there was a hearing where
09:11:12 25 Ms. Curtis and Mr. Ostrom and I believe there was a George Vie

09:11:19 1 involved in that time -- involved in a phone conference that --
2 where the Court was attempting to accommodate the parties at
3 their request for disbursement of attorney's fees and all were
4 involved. An agreed proposed order was approved for
09:11:39 5 disbursement of attorney's fee retainer, I believe that was
6 for Mr. Ostrom, and that was in December of 2013.

7 Moving forward and then skipping along, in March
8 of 2014 the Court entered an order granting the defendants'
9 motion for approval of disbursements and these were
09:11:57 10 disbursements of funds that had been for services that had been
11 rendered apparently.

12 In April of 2014 there was another order granting
13 a quarterly estimate of income taxes due and that order
14 granting that approval and the disbursement of payment of those
09:12:16 15 taxes was done in April of 2014.

16 So as this case has been moving -- or was moving
17 along on the docket, it got to a point where in May of 2014
18 there was a motion to remand by Candace Curtis that was filed
19 apparently by Mr. Ostrom as her attorney. The Court in May
09:12:41 20 granted that order to remand the case to probate court. Now,
21 that order of remand becomes part of the objection now or at
22 least renewed objection now raised by the plaintiff, by
23 Ms. Curtis.

24 In May -- in August, should I say, Ms. Curtis
09:13:03 25 filed her own motion for relief. And it's my belief, and if

09:13:08 1 I'm incorrect, I can be corrected later, but it's my belief
2 that it's somewhere between the May 2014 order -- motion and
3 order granting the motion for remand in May -- in August of
4 2016 --

09:13:23 5 *(The host is exiting the conference. This conference will*
6 *continue for 30 minutes.)*

7 *THE COURT:* -- 2014 to 2016, there was a release of --
8 I'm sorry. You're going to have to not talk.

9 And in 2015 there's an order granting this motion
09:13:38 10 to remand that I said that's in dispute. And, of course, a
11 little over a year later -- two years later, in 2016, in
12 August, the plaintiff sought relief on her own, I believe, not
13 having counsel, but filing the documentation and papers
14 herself.

09:13:58 15 From there the case simply languished, and the
16 Court denied Ms. Candace access to the Court's docket, not
17 because she couldn't get copies of things, but we denied you
18 electronic filing and of the sort.

19 And then we get to what I believe to be the focus
09:14:19 20 of the plaintiff's matter now. There is now pending an
21 emergency motion to reopen -- I'm sorry. Are we being joined
22 or parties leaving? I don't have a problem with people
23 leaving, but I want to know if someone else is joining the --
24 joining the discussion. I don't hear anyone.

09:15:01 25 *THE COURT REPORTER:* I'm sorry, Judge. This is the

09:15:01 1 court reporter. If people who aren't speaking, if they could
2 mute their mic on their phone, it would be helpful. Because I
3 heard it said the host was exiting the meeting, so.

4 *THE COURT:* Yeah. If you would mute your phone and
09:15:03 5 only unmute it when you're about to speak, that would keep the
6 noise and the background noise down. Appreciate it. Thank
7 you.

8 I think I was at the point where I was saying
9 that the -- there was a motion -- Ms. Candace's motion for an
09:15:29 10 order directing certain plaintiffs to show cause that was filed
11 back in May of 2019 and, of course, leading up to this
12 emergency motion for relief from judgment that was filed in
13 July of this year. And it's that motion for relief from
14 judgment, that judgment referring, I gather, to the remand
09:15:53 15 order that the Court signed earlier that is the object of the
16 plaintiff's motion at this time.

17 Before the Court then are not just the motion but
18 the responses and apparently some proposed orders that have
19 been filed and, of course, the question that the Court has at
09:16:15 20 this point and needs to have addressed without regard to
21 whether or not the Court had the authority to remand the case,
22 that issue is not, as far as I'm concerned, a viable issue,
23 because the -- whether the Court had the authority to remand
24 it, the parties -- the Court acted upon the plaintiff's motion
09:16:40 25 and if that had no effect, then the case has simply been in a

09:16:45 1 state of -- has been in a state of administrative closure all
2 of this time, because the case -- the case has actually -- this
3 case itself has actually been closed. And the point is that if
4 that is the case and the matter has been litigated -- matters
09:17:02 5 have been litigated or could have been litigated in state
6 court, the question is whether or not this Court should be
7 picking up on a lawsuit that seems to have some -- and may have
8 some impact on the probate court's proceeding.

9 So at this point let me ask -- let me ask
09:17:19 10 Ms. Schwager if she would tell me what it is that she thinks
11 this emergency motion can accomplish in light of the
12 proceedings, not just a closed case in federal court that
13 you've asked me to reopen, but also based on whatever might be
14 happening in probate court.

09:17:38 15 *MR. SPIELMAN:* Your Honor, this is Neal Spielman. Can
16 I ask a question just to clarify the record?

17 *THE COURT:* I'm sorry. I'm sorry. I'm sorry. I did
18 ask Ms. Schwager to speak to me.

19 *MR. SPIELMAN:* Okay.

09:17:51 20 *MS. SCHWAGER:* Thank you, Your Honor. What I would
21 have hoped to accomplish is the exact thing that you wanted to
22 accomplish when you issued the injunction. You stated that you
23 wanted this case resolved in 90 days. Since this case has left
24 your court, nothing has been resolved. There have been no
09:18:11 25 substantive rulings. We have not been given hearings on the

09:18:15 1 summary judgment.

2 Now the defendants are attempting to start
3 harassing discovery. They've just noticed the deposition of my
4 client, who is not a trustee, and there are no relevant facts
09:18:30 5 that I see that could be discovered. But I -- there is no
6 excuse for discovery starting seven years into a case.

7 At the time of the injunction, Amy Brunsting
8 swore in an affidavit, in Document 10-1, that personal assets
9 trust had been set up for the five beneficiaries. That was not
09:18:54 10 true.

11 Also, you're directed that the income be -- the
12 income required be deposited into appropriate accounts for the
13 beneficiaries. That was not done. So \$180,000 was incurred in
14 federal income taxes.

09:19:14 15 We have tried everything possible to get
16 resolution. We even filed your injunction, which Mr. Spielman
17 referred to as questionably enforceable. So we filed it in the
18 state district court under the Foreign Judgment Registration
19 Act. And now he seeks to even have that transferred back to
09:19:36 20 the probate court so that we can be stalled out for several
21 more years. And the issue as to what --

22 *THE COURT:* Let me ask you -- let me interrupt you
23 here and ask you, what is the status of the probate case?

24 *MS. SCHWAGER:* The status of the probate case is that
09:19:54 25 the discovery has just begun. There is some briefing on the

09:19:58 1 QBD document as to whether it is viable. It's a document
2 they're trying to use to disinherit my client. And that is the
3 discovery that they're just beginning seven years into this
4 case.

09:20:14 5 *THE COURT:* Isn't that a matter exclusively within the
6 province of the probate court --

7 *MS. SCHWAGER:* No.

8 *THE COURT:* -- determining heirship and ownership and
9 things of that sort? That's not a federal issue or matter, is
09:20:27 10 it?

11 *MS. SCHWAGER:* This is not a probate matter. The
12 federal court has already ruled that. The Candace Curtis case
13 is a trust case. It's a tort case. And it's been ruled by the
14 Fifth Circuit to be not subject to probate exception. The case
09:20:44 15 that's in the probate court requires an estate for a trust to
16 be in the probate court. The estate has been closed since
17 2015.

18 *THE COURT:* You mean the probate court has closed this
19 case and the matter -- and the --

09:21:04 20 *MS. SCHWAGER:* Yes.

21 *THE COURT:* -- estate has not been distributed?

22 *MS. SCHWAGER:* Nothing has been distributed. The
23 probate matter --

24 *THE COURT:* You said it was closed -- what's been --
09:21:12 25 what's been closed then?

09:21:14 1 *MS. SCHWAGER:* Okay. The probate matter was closed,
2 but the probate, this is a pour-over will. So everything
3 poured over into the trust. The court, they designated some
4 ancillary cause numbers to the estate in --

09:21:42 5 *THE COURT REPORTER:* Judge, this is the court
6 reporter. Excuse me. I'm having trouble understanding
7 Ms. Schwager. I don't know if she's on a speaker phone, but
8 it's difficult.

9 *MS. SCHWAGER:* No, I'm not. I'll speak slower.

09:21:42 10 *THE COURT REPORTER:* Thank you.

11 *MS. SCHWAGER:* Okay. There were ancillary dockets set
12 up being the cause number dash 401 and dash 402. Suddenly,
13 without my client's agreement, her case was consolidated into
14 this, quote, estate that was no longer open and her claim
09:22:08 15 virtually disappeared. She became a defendant instead of a
16 plaintiff.

17 *THE COURT:* When did this happen?

18 *MS. SCHWAGER:* This happened in 2015.

19 *THE COURT:* Okay.

09:22:22 20 *MS. SCHWAGER:* The reason this is --

21 *THE COURT:* All right. This was filed in 2015 -- I'm
22 sorry. Since 2015, what you're saying is the issues that were
23 raised in this court that I gather Mr. Ostrom wanted and the
24 parties -- and I gather the plaintiff agreed to have
09:22:40 25 transferred and litigated in the probate proceedings have not

09:22:45 1 been litigated, have not been resolved?

2 *MS. SCHWAGER:* They have not been resolved, that's
3 correct, Your Honor. And my -- if I can make a correction --

4 *THE COURT:* So let me -- let me just ask another
09:22:56 5 question. What is the status of the trust? In other words,
6 has Ms. Curtis received her trust fund -- the trust funds?

7 *MS. SCHWAGER:* No, trust funds at all.

8 *THE COURT:* Nobody has been -- none of this money has
9 been disbursed? It's just been legal fees?

09:23:13 10 *MS. SCHWAGER:* I don't know if the legal fees have
11 been paid out of it, because we don't have the most recent
12 accounting, but there's been no money released to any
13 beneficiary.

14 *THE COURT:* Well, there would be some documentation in
09:23:27 15 the probate court if some money had -- orders had been entered
16 approving payment of legal fees, wouldn't it?

17 *MS. SCHWAGER:* Yes, there would. So, Your Honor,
18 there's none that I'm aware of.

19 *THE COURT:* Okay. All right. So let me ask another
09:23:42 20 question. As it relates to the trust itself, what you're
21 saying is that the -- is that the probate of the will simply
22 poured the estate -- the proceeds of the estate into a trust,
23 that trust was to be -- was to be set up in a way that it would
24 disburse the moneys to the beneficiaries or the heirs and
09:24:06 25 that --

09:24:07 1 *MS. SCHWAGER:* Correct.

2 *THE COURT:* -- has not been done is what you're
3 saying?

4 *MS. SCHWAGER:* Correct.

09:24:12 5 *THE COURT:* How much money are we talking about,
6 Ms. Schwager?

7 *MS. SCHWAGER:* We're talking about, about \$3 million.

8 *THE COURT:* Okay. And why have you not been able to
9 get an accounting from the trustee -- who is the trustee?

09:24:32 10 *MS. SCHWAGER:* Let me correct -- I have a -- I don't
11 have a current accounting. I have some accounting from
12 Mr. Mendel, but I don't have a current account --

13 *THE COURT:* Who's the trustee?

14 *MS. SCHWAGER:* The trustee's Anita and --

09:24:42 15 *THE COURT:* Who's the trustee?

16 *MS. SCHWAGER:* Anita and Amy Brunsting.

17 *THE COURT:* So you have not gotten any accounting for
18 your client from these two, let's say, trustees since the trust
19 has been so-called set up, in other words?

09:24:59 20 *MS. SCHWAGER:* No, I received some quarterly
21 accountings here and there, but not a current accounting.

22 *THE COURT:* All right. So let me ask you, what is --
23 I don't show on my docket any -- an opinion from the Fifth
24 Circuit. I'm not sure what happened there. But I see that you
09:25:17 25 or Ms. -- let me see. No, I guess it's the response filed by

09:25:21 1 the trustee show a Fifth Circuit opinion as attached to their
2 documents, but I don't show the Fifth Circuit ever ruling --
3 let me go back. Oh, I see. It may have happened in the
4 earlier part of the case.

09:25:39 5 *MS. SCHWAGER:* Yes, 2013.

6 *THE COURT:* Yeah, apparently so. Document No. 11, I
7 gather, somewhere back in that space. So the Fifth Circuit has
8 said, and what you are arguing is, that this case should be
9 reopened so that that trust -- so that Ms. Curtis can proceed
10 with her claims against the -- against the trustees?

11 *MS. SCHWAGER:* Yes.

12 *THE COURT:* All right. Let me now hear then from
13 Mr. Mendel.

14 *MR. MENDEL:* Well, on some of these points,
15 Mr. Spielman, maybe you want to go first and then I can
16 supplement. Mr. Spielman prepared --

17 *THE COURT:* Well, here's what I'm asking. Let me ask
18 it this way and then you all can decide who's going to answer.
19 Who represents -- the two of you are representing the trustees
20 separately; is that right?

21 *MR. MENDEL:* Yes, sir.

22 *MR. SPIELMAN:* That's correct.

23 *THE COURT:* Why would you need two lawyers for one --
24 for a trust? So there are two trustees. Is there some
25 conflict between the two trustees?

09:26:50 1 *MR. SPIELMAN:* Your Honor, this Neal Spielman. You
2 mentioned when you were going through the record an attorney
3 named George Vie. George Vie represented the co-trustees
4 together when the case was before you prior to the remand
09:27:04 5 transfer in 2014. My understanding is that when -- when that
6 law firm, George Vie's law firm, I can't remember the name
7 specifically, when they -- when it was transferred to the
8 probate court, they advised Amy and Anita, that they had to
9 withdraw due to a potential conflict, and they recommended that
09:27:27 10 each of them get their own attorney. And, so, Anita found her
11 way to Mr. Mendel's office and Amy found her way to my office.
12 And so that's the best that I can do to explain why they each
13 have their own attorney, is that the prior counsel identified a
14 potential conflict, if that answers your question.

09:27:52 15 *THE COURT:* Well, that answers the question of what
16 the lawyers felt there was a conflict, but I'm not sure if he
17 was pointing out a conflict between the two trustees or whether
18 he was pointing to a conflict between his firm and the
19 trustees. Do you know which?

09:28:08 20 *MR. SPIELMAN:* I do not know specifically which issue
21 they gave --

22 *THE COURT:* Well, if there is -- yeah, if there's a
23 conflict between the two trustees, then a court would have to
24 remove the trustees and appoint someone who can go forward,
09:28:24 25 that would make sense. And I'm asking -- let me ask it this

09:28:28 1 way: Is it your view that there's any matter to be probated?

2 *MR. SPIELMAN:* Well, I think that's a bigger question,
3 Judge. So with respect, I wanted to ask one question real
4 quick. When you were going through the record and you said
09:28:44 5 that we're considering an emergency motion to reopen the docket
6 right now, that in the Court's file was just recently filed on
7 August the 28th. The hearing that we're here for references
8 the ex parte motion for relief under Rule 60, which is Document
9 128. And I suppose we're talking about both of them

09:29:09 10 simultaneously, it seems. But I just wanted to make the Court
11 aware that technically speaking our -- the co-trustees haven't
12 technically yet responded to Document No. 133. But then,
13 again, Document 133 to me at least reads mostly like a reply to
14 the response we filed to Document 128. So, I'm just trying to
09:29:37 15 make sure that the record is clear about which documents we're
16 talking about during this hearing, and so that was what I was
17 trying to address with the Court earlier.

18 *THE COURT:* Well --

19 *MR. SPIELMAN:* And I apologize for interrupting.

09:29:52 20 *THE COURT:* No, I don't have a problem with that
21 correction or acknowledgment of the record, but all the counsel
22 know that I couldn't take -- I would not be able to take up
23 that motion without reopening the case.

24 *MR. SPIELMAN:* Correct.

09:30:09 25 *THE COURT:* I would have to reopen the case in order

09:30:12 1 to address the motion and response that is before the Court,
2 and I'm not prepared to address that on the record as we're
3 going. I would address that on the papers. I was trying to
4 make sure that the parties understood -- and I'm now speaking
09:30:27 5 about my own mind, that the parties understood. And in order
6 for me to address the motion in response that is before me, I
7 would really be resolving to some extent the motion to reopen
8 the case, because I would have to reopen the case to do that.

9 And I wanted to know whether or not, secondly,
09:30:47 10 whether or not there is some basis in your response -- and I
11 think, I've read through it, it seemed to say that this matter
12 has long been over. It's long been transferred. But it **does**
13 **not address the merits of the case that was in federal court.**

14 It simply addresses what appears to be a matter that is closed
09:31:09 15 in the probate court, and that is, that the probate has
16 probated the will and transferred or permitted the trustees to
17 go forward with a trust, which no court, I don't believe, has
18 any jurisdiction or authority over, in terms of the
19 administration of it, except through the parties who are
09:31:29 20 litigants, and those are the parties that are before the Court.

21 So I'm trying to make sure that I understand or
22 you -- definitely need the lawyers to understand what we're
23 facing -- or what this Court is facing, and that is, apparently
24 agreeing to remand the matter based on counsel's requests in a
09:31:51 25 situation where no remand was appropriate. And I believe that

09:31:56 1 the parties were going to file and to proceed in the probate
2 court with their lawsuit and the probate court apparently felt
3 that it had no jurisdiction or authority and has done nothing
4 itself. I believe that's the status --

09:32:13 5 *MR. SPIELMAN:* Sorry, Judge, if I could --

6 *THE COURT:* Go ahead.

7 *MR. SPIELMAN:* -- jump in. That last part of what you
8 said is not correct.

9 *THE COURT:* Who's speaking?

09:32:20 10 *MR. SPIELMAN:* This Neal Spielman again. Sorry.

11 *THE COURT:* Okay.

12 *MR. SPIELMAN:* That very last tagline of your
13 sentence, that the probate court has said it doesn't have
14 jurisdiction and has done nothing, that part is incorrect. In
09:32:32 15 fact, the probate court has the -- okay. Sorry. The probate
16 court has actually issued an order specifically saying that it
17 has jurisdiction over the trust and over the causes of action
18 that are pending between and among the different Brunsting
19 siblings. And that includes -- that includes one of the
09:32:53 20 siblings who's not present on this call, who is the brother,
21 Carl Brunsting. He has -- he has individual claims against all
22 four of his siblings. So that would be Ms. Curtis, Ms. Carole
23 Brunsting; Amy Brunsting, my client; and Anita Brunsting.

24 Then Carole Brunsting in Probate Court 4 had
09:33:18 25 affirmative claims against some combination of the siblings,

09:33:22 1 but I don't recall off the top of my head.

2 The trust has claims against Ms. Curtis --
3 Ms. Curtis for sure and I believe, but cannot specifically
4 recall if those claims are also asserted against Carl
09:33:41 5 Brunsting.

6 And then the trust itself as well as for the time
7 being at least what's known as the estate of Nelva Brunsting
8 has claims against the law firm that originally drafted the
9 trust documents. That case has also been transferred into
09:33:59 10 Probate Court No. 4.

11 So, and I appreciate that I might be throwing a
12 lot of information out at you, Judge. When Ms. Schwager
13 mentioned that there were some ancillary matters open, there
14 are actually -- there have been a total of four ancillary
09:34:15 15 matters open. There are now three.

16 And so the way that worked is this, Judge: The
17 original probate court filing that was initiated by Carl
18 Brunsting, which was a suit against Amy and Anita as the
19 co-trustees, was initiated as -- with a 401 designation.

09:34:35 20 When Mr. Ostrom submitted to this Court, to this
21 Court the motion to remand and that remand was granted and
22 Ms. Curtis's case was transferred into the probate court, it
23 was given the designation of a 402. After some time the 402
24 was consolidated into the 401. So those -- so Ms. Curtis's
09:35:01 25 claims are absolutely live and pending in Probate Court 4.

09:35:08 1 There's no question about that, in my mind at least.

2 The 403 proceeding is actually also initiated by
3 Ms. Curtis through Ms. Schwager, I think, and it's a bill of
4 review, that, among other things, challenges Probate Court 4's
09:35:30 5 denial of various attacks on its jurisdiction and entered an
6 order saying that it has jurisdiction over claims against --
7 over the claims that are in the 401, which is -- which include
8 Ms. Curtis's claims. And now there is -- I may have gotten
9 that out of order actually.

09:35:52 10 The bill of review might be dash 404, because
11 there's another proceeding, which is 403. That's the claim
12 that every -- that certain parties have against the law firm
13 that drafted the probate court document. So I may have gotten
14 the designations wrong with respect to the 403 and the 404, but
09:36:17 15 either way I said them, those are two independent things that
16 are also still pending in the probate court.

17 Judge, Ms. Schwager has suggested that the
18 probate court has -- that they can't get any relief in the
19 probate court. And, Your Honor, I have to say with -- at least
09:36:39 20 with respect to what Ms. Schwager said to you on the phone just
21 today, which is that they have motions pending and are never
22 given hearings, one of the issues that that statement raises is
23 that in Probate Court No. 4, in probate court, you're not -- no
24 one is given a hearing. You have -- unlike other
09:37:00 25 jurisdictions, other courts, you have to ask the court. The

09:37:04 1 court has its own specific procedure. That you have to contact
2 the court to either ask for a submission or a hearing.

3 And to my knowledge at least, the reason the
4 court isn't giving hearings to Ms. Schwager on behalf of her
09:37:20 5 client or to Ms. Curtis when she was pro se is because it
6 doesn't appear that notices of hearings or notice of
7 submissions were ever asked for. It just looks like motions
8 were filed and left there to sit. So, and I'll say this,
9 Judge, every other party that has sought hearings from the
09:37:40 10 court or submissions from the court have gotten them.

11 So, I think that to the extent that Ms. Curtis
12 and Ms. Schwager think that the Court is ignoring them, I think
13 that's a problem of their own making. I know that's not the
14 most sensitive way to say it. But there are hearings that are
09:37:59 15 currently -- there are issues that are currently being
16 determined by Probate Court 4. The lawsuit is moving forward.

17 One of the things that Ms. Schwager left out when
18 she talked about how long this case has been pending both in
19 this -- when it was pending in this court and then while it's
09:38:19 20 currently pending in the probate court, is one of the points
21 that we mentioned in our response, that we lost several
22 years --

23 *(You have five minutes remaining in this conference.)*

24 *MR. SPIELMAN:* Oh, okay.

09:38:30 25 *THE COURT:* Go ahead and proceed.

09:38:31 1 *MR. SPIELMAN:* We had several -- we lost several years
2 of case development while we were sent into Judge Bennett's
3 court and then the Fifth Circuit Court of Appeals on this idea
4 that there was a RICO conspiracy by a probate mafia. And all
09:38:50 5 of the judges in Probate Court 4 and the court reporter were
6 named as RICO defendants in that case. So the entire probate
7 court case was shut down while Ms. Curtis, as a pro se party,
8 pursued her RICO case with Judge Bennett and the Fifth Circuit.

9 So there's a lot more going on here than just
09:39:14 10 this case was initiated multiple years ago and nothing has
11 happened. I don't know how far afield I've gone of answering
12 your question. I know one of the things that the Court just
13 mentioned that had some confusion was the idea of there not
14 being accountings given, and Mr. Mendel can speak to that. But
09:39:36 15 there have been regular periodic accounting provided. I can
16 admit that sometimes a party will send an e-mail saying, What's
17 the status of the latest accounting, but to my knowledge,
18 Mr. Mendel has been providing those accountings regularly. And
19 he can speak to that better I can, if I've answered all of your
09:39:59 20 questions from me.

21 *THE COURT:* Thank you. Thank you very much.

22 Let me just interject a question here. Let me
23 ask, is my administrative assistant still on the line? Elaine,
24 are you still on the line? I'm concerned about the notice of a
09:40:21 25 five-minute shutoff, if this matter shuts off. Because the

09:40:25 1 Court has designated a period of time that these conferences
2 can occur, and we'll have to perhaps reboot.

3 But let me just say -- ask this: Ms. Schwager,
4 you are aware of these proceedings that have been reflected by
09:40:44 5 Mr. Spielman, correct?

6 *MS. SCHWAGER:* I'm aware of the proceedings. He has
7 not correctly stated them all, but I'm aware -- you asked him
8 whether there was an estate to be probated, and he bypassed
9 that question entirely.

09:41:00 10 *THE COURT:* Well, let me ask you this: What is that
11 this Court would be doing if it were to reopen the case for
12 purposes of some kind of hearing that is not already before the
13 probate court?

14 *MS. SCHWAGER:* What this Court would be doing is --

09:41:16 15 *THE COURT:* Everything --

16 *MS. SCHWAGER:* Okay. Your Honor, yes --

17 *THE COURT:* I'm sorry. Everything that you're
18 requesting me to do is also a request before the probate court,
19 is it not?

09:41:28 20 *MS. SCHWAGER:* No, it's not. The hearings that are --
21 have just occurred require briefing on a QBD document and allow
22 them to do a deposition. That is the only thing that has
23 occurred. This case has stalled out for seven years. The
24 beneficiaries have received nothing. In your opinion you
09:41:48 25 indicated it would be resolved -- or you wanted it to be

09:41:51 1 resolved in 90 days. You warned counsel that this wasn't going
2 to be a case where attorneys walk away with all the funds. We
3 have mediated recently. There was some misconduct in the
4 mediation, violating the one order that the judge gave. We
09:42:08 5 just cannot seem to get any traction.

6 We have called for hearings or sat on hearings.
7 When we even get that, it's a status hearing. Status hearing,
8 one more status hearing, where nothing happens. We want this
9 case resolved, and that's what this Court --

09:42:25 10 *(You have one minute remaining on this conference.)*

11 *MS. SCHWAGER:* -- for us. The case has not --

12 *THE COURT:* All right.

13 *MS. SCHWAGER:* -- moved forward. There's no
14 substantive rulings in the probate court.

09:42:36 15 *THE COURT:* All right. I think I've got a sense of
16 what I need to do. I'm going to go back and read the documents
17 on the motion that is pending and for purposes of reviewing and
18 making some kind of order, I'm going to declare that the case
19 has been reopened for purposes of review of that motion pending
09:42:55 20 and the response, and I will surely get something to you all
21 regarding that matter within the next 10 or 15 days.

22 *MS. SCHWAGER:* Thank you.

23 *MR. SPIELMAN:* Your Honor --

24 *THE COURT:* Yes.

09:43:11 25 *THE COURT REPORTER:* Judge, who's speaking?

09:43:11 1 *MR. SPIELMAN:* This is Neal Spielman again. Judge, we
2 have some issues that are pending with Probate Court No. 4,
3 including an ordered deposition in California that is at the
4 end of this month. Your --

09:43:25 5 *(The conference has ended. You will now be disconnected.*
6 *Goodbye.)*

7 *THE COURT:* Let me just reacquaint ourselves with -- I
8 apologize for that. I wasn't familiar with the shutoff. So I
9 think I have the attorneys on the line, Ms. Schwager,
09:59:25 10 Mr. Mendel, and Mr. Spielman; is that correct?

11 *MR. SPIELMAN:* Yes, Your Honor.

12 *MR. MENDEL:* Yes, sir.

13 *MS. SCHWAGER:* Yes, sir.

14 *THE COURT:* And I believe at the time -- the court
09:59:37 15 reporter is on the line. I believe at the time, Mr. Spielman,
16 you were making a statement regarding depositions and
17 proceedings in the state of California and I wanted to complete
18 that and try to round out this discussion so that I'm done with
19 it in terms of --

09:59:51 20 *MR. SPIELMAN:* Yes.

21 *THE COURT:* -- lawyer discussions. Go ahead, sir.

22 *MR. SPIELMAN:* Yes, Your Honor. I appreciate that
23 very much. The question that had immediately proceeded what I
24 was saying was the question you had asked Ms. Schwager and her
10:00:05 25 response about whether there was anything that if you reopened

10:00:09 1 this federal court case was there anything that was going to be
2 done that was different than what's currently pending in
3 Probate Court No. 4, and I believe Ms. Schwager suggested to
4 you that there was. And I wanted to make the record clear that
10:00:24 5 in my opinion, from my perspective, based on the record in
6 Probate Court 4, all of Ms. Curtis's claims and causes of
7 action are pending in Probate Court 4. The only thing you
8 would be doing, Judge, is litigating what is currently being
9 litigated in Probate Court 4.

10:00:41 10 Now, having said that, Your Honor, I heard that
11 you were saying that you wanted -- that you were going to
12 reopen the case for the limited purpose of considering the
13 ex parte motion for relief and the broader reopening of the
14 case and that you would have us an opinion in, I believe you
10:00:59 15 said, 10 to 14 days or something along those lines.

16 The issue that that raises, Judge, is that we
17 are -- we are -- that Probate Court 4 had ordered Ms. Curtis to
18 be deposed in her state of residence, California, and we have
19 that noticed for later this month, and I wanted to -- I wanted
10:01:20 20 to get some clarification from you as to whether or not your
21 limited reopening of the case is meant to forestall or in any
22 way delay the continued development of probate court -- of the
23 case in Probate Court No. 4.

24 *THE COURT:* No, that would not be my purpose,
10:01:41 25 obviously, and I don't intend to do that, because whatever that

10:01:45 1 deposition might reveal, that same testimony would be available
2 if this case were to proceed in federal court. So it's not an
3 issue of one or the other or interfering in a state order,
4 and -- I shouldn't say state order, but state proceeding, where
10:02:03 5 the depositions and notices have already gone out, and that
6 would not be my purpose. This is a very limited intervention,
7 but I need to administratively open the case and not
8 substantively. My administrative opening of the case is to
9 determine whether or not based on the papers that have been
10:02:24 10 filed there's anything substantive that the Court needs to deal
11 with that is not being dealt with in the probate court. And I
12 would have to review the documents to see if there's any reason
13 for the Court to intervene in the case or to -- because I think
14 what is pending is an ex parte motion for relief filed by
10:02:44 15 Ms. Curtis in her individual capacity, as I recollect. And if
16 that's the case --

17 *MS. SCHWAGER:* Yes.

18 *THE COURT:* -- then counsel has -- I gather -- I take
19 that back. Ms. Schwager signed off on those pleadings. But I
10:03:00 20 think that is a matter that is before the Court and I need to
21 consider that along with the response that is pending before
22 the Court. That to some extent renders moot the issue of
23 whether or not the matter should be -- whether or not there --
24 whether or not the Court should consider the ex parte or
10:03:19 25 emergency motion to reopen, not necessarily the substance of

10:03:23 1 that motion that's pending. So I wouldn't take up any matter
2 that would interfere with the state court proceedings.

3 *MR. SPIELMAN:* Okay. And my second point of
4 clarification or question, Judge, is that there were some
10:03:38 5 issues that were discussed during the earlier call that I think
6 Mr. Mendel and I might have a different take on, and so I know
7 that part of your rules, Your Honor, we would have needed the
8 Court's permission to file a surreply. And I don't know that
9 we're asking to file a surreply based off of the briefing
10:03:57 10 that's before the Court. But I'm wondering if the Court might
11 want to receive anything else from the attorneys based on
12 things that were discussed during the call.

13 *MR. MENDEL:* And, Judge, this is Mr. Mendel. I would
14 like to add, the trustees would very much like to file
10:04:15 15 something based on what was discussed in this call, because the
16 probate case is administratively closed but has -- but
17 continues to hear things as they are filed, an example being a
18 temporary administrator had his fee application approved and
19 paid. And this notion that there's no accounting is just
10:04:38 20 false. They have current accountings through May 31st of 2020.
21 It doesn't get any better than that. We typically update them
22 every six months.

23 And the other thing is neither Mr. Spielman nor
24 my firm have been paid a dime out of the trust, because it's
10:04:56 25 going to require a court order from Probate Court 4 -- Court 4

10:05:01 1 to get paid, and so there's -- we would like to have the
2 opportunity to get a copy of the record so we can clarify a lot
3 of false statements that were made here today.

4 *THE COURT:* Well, I'm not as concerned about the
10:05:15 5 statements as I am when I go back and review your response to
6 the ex parte motion for relief, and I believe that is a
7 substantial response. So, I listen to what lawyers have to
8 say, but I don't necessarily take up their arguments unless
9 it -- unless it has something to do with the motion pending.

10:05:40 10 And I think I was intending by my own movement here and
11 statements, intending to expand this so I would have a greater
12 and larger understanding of what the field looked like, and I
13 think I've got that. So I'm not inviting any additional
14 responses, because I think that once I go back and read the
10:06:02 15 documents, I can determine if I need some additional response
16 and I would request it at that time.

17 *MR. MENDEL:* Understood, Judge. Thank you.

18 *THE COURT:* So what has been said is certainly of
19 record -- what is being said is certainly of record, but it
10:06:15 20 does not control the documents as they've been signed -- in my
21 opinion, it does not -- they do not impact the documents that
22 have been -- that have been filed. All right?

23 *MR. MENDEL:* Okay. Thank you, Judge.

24 *THE COURT:* Finally, is there anything else,
10:06:31 25 Ms. Schwager, before we shut it down?

10:06:34 1 *MS. SCHWAGER:* I just thought I would mention the one
2 party that Mr. Spielman mentioned as having all of these
3 proceedings. Carl Brunsting has been incapacitated since 2015.
4 That was when he resigned as executor, and there's not been one
10:06:53 5 since. Because the law requires in Texas that the only thing
6 that has to happen in the probate court with a pour-over will
7 is the inventory has to be filed and approved, and that was
8 done in 2013. So the file's been closed for a substantial
9 amount of time and they keep appending claims to it as if it's
10:07:15 10 still there.

11 *MR. MENDEL:* It is still --

12 *THE COURT:* Well, I think --

13 *MR. MENDEL:* -- there, Your Honor. There's
14 activity -- there's activity in that probate court, and I have
10:07:28 15 it up on the screen right now.

16 *MS. SCHWAGER:* I believe the Judge is trying to speak,
17 Mr. Mendel.

18 *MR. MENDEL:* I'm sorry, Your Honor.

19 *THE COURT:* Well, I think that my thinking was just I
10:07:39 20 think that what you're complaining about, Ms. Schwager, is more
21 akin to lawyer conduct than whether or not the court is engaged
22 in some, let's say, sitting --

23 *MS. SCHWAGER:* Exactly.

24 *THE COURT:* -- and do nothing kind of thing. So I
10:07:56 25 don't know that that's an issue that this Court would even be

1 interested in addressing, because I think there are too many
2 ways to address what you might be claiming as improper lawyer
3 conduct or what you suggest it seems to me is some improper
4 lawyer conduct. And I gather from what you're saying -- I have
5 not seen that case involving Judge Bennett. I haven't read it.
6 I know that it's attached, but I have not read the Circuit
7 Court's opinion. But I relied upon the agreement of the
8 parties back in 2015, I believe it is, when the parties
9 agreed -- and when I say parties, I'm talking about Ms. Curtis
10 and her attorney, that the matter would be transferred. At
11 that time the appropriate proceeding would have been to
12 administratively close it and/or dismiss it without prejudice
13 so that the proceedings could be filed brand-new in the probate
14 court. And I don't know how that was handled, but I believe
15 that it's not in dispute that those proceedings -- the
16 proceedings that were here in federal court are being -- are
17 also filed in the state court pursuant to that order and the
18 lawyers filed it in that probate court. So that was the
19 purpose of my attempting to put these two matters in the same
20 venue, so that they could be addressed. And, of course,
21 whether that's right or wrong, the point is that that's where
22 it is at that time. So let me shut down the conference.

23 *MS. SCHWAGER:* All right.

24 *THE COURT:* And I'm not inviting or looking forward to
25 any additional papers on this regarding these issues. But if

10:09:38 1 there is a necessity, the Court will promptly notify you and be
2 sure, I will state in my minutes and on the record now, that
3 the proceeding that I am addressing is not intended to and
4 cannot be used by any party as a basis to delay or defer
10:09:56 5 depositions and other proceedings under these county probate
6 court proceedings. All right. Ladies and gentlemen --

7 *MS. SCHWAGER:* Sure. Yes.

8 *MR. SPIELMAN:* Thank you, Your Honor. That was very
9 helpful.

10:10:08 10 *THE COURT:* -- y'all have a good day.

11 *MS. SCHWAGER:* Thank you, Your Honor.

12 *(Concluded at 10:10 a.m.)*

13 * * *

14 I certify that the foregoing is a correct transcript from the
15 record of proceedings in the above matter to the best
16 of my ability and skill, and that any indiscernible
17 designations are because of audio interference that precluded
18 me from understanding the words spoken.

19
20 /s/ Kathy L. Metzger
Kathy L. Metzger
21 Official Court Reporter

9-12-2020
Date