Paragraph 1” “*the in Terrorem provisions of the trust*” These terms have not been judicially determined and are thus vague.

Paragraph 2: “*The Trust Instruments*” What are the valid trust instruments is a question that has never been judicially answered.

Paragraph 3: “*as permitted by court order*” If there is no jurisdiction there is no court; no permission to violate the federal injunction and no attorney fees for any litigation.

Paragraph 4 A-D: There is no reference to the “*personal asset trusts*” Amy claimed by affidavit in the SDTX that “*personal asset trusts*” had been setup.

Paragraph 5: refers to a “*Qualified Beneficiary Distribution*” The valid trust instruments include no such thing.

From Paragraph 6 onward, Mendel talks about legal fees even though his initial pleading in the -401, [[*2014-12-05 Case 412249-401 Anita Objection to Carl and Candy distribution*](http://www.probatemafia.com/Brunsting/2014-12-05%20Case%20412249-401%20%20Anita%20Objection%20to%20Carl%20and%20Candy%20distribution.pdf)*]* on page 1, makes the following statement:

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.

Let’s get a couple facts together.

1. There is no “*Decedents Trust*”. That was a label given to Elmer H. Brunstings share of the corpus of the living trust because Elmer was the first settlor to pass and at his passing the trust corpus was divided into two separate shares. The Brunsting family trust is inter vivos, not testamentary and it was divided into two separate shares at the passing of Elmer Brunsting!
2. The “*Qualified Beneficiary Distribution*” to which Mendel refers apparently comes from his clinging to an imaginary instrument dated August 25, 2010 titled “*Qualified Beneficiary Designation and Testamentary Power of Appointment under Living Trust Agreement*”. This instrument is a forgery that is not in evidence. Mendel and Spielman cling to this alleged instrument (all 3 versions) as if it was “the trust” but they have not produced it in effort to qualify it as evidence and they will not because they cannot. Even if they could prove its existence it portends to amend an irrevocable trust. Nelva had no power to amend the irrevocable trust and Article III of the restatement clearly states that the Qualified Beneficiary Designation will be considered an amendment to the trust. Nothing signed by Nelva alone can be held valid as exercising plenary jurisdiction over the trust instruments would cause merger and the trusts would fail. See [Title 9 Texas Property Code § 112.034](http://www.probatemafia.com/Brunsting/Tab%20P%20Title%209%20Texas%20Property%20Code%20112.034%20MERGER.pdf). The only valid trust instruments are the 2005 Restatement as Amended in 2007. Carl and Candace are the Co-Trustees. Anita Brunsting and her attorney Stephen Mendel have been challenging the trust all along.
3. There has never been any litigation in the probate court and all of the attorneys are liable for fraud. They are not entitled to fees. Even if there was jurisdiction they never made it to square one as determining the proper trust instruments is the 1st step and the -401 action filed by Bayless was brought under the declaratory judgment act and not the estates code.
4. Stephen Mendel has refused to produce the August 25, 2010 QBD, he refers to as “the trust”, and qualify it as evidence because he cannot. All three signature page versions are digital forgeries. The instrument claims to have revoked an irrevocable trust and attempts to combine incompatible powers, none of which could be exercised without a court of competent jurisdiction standing in for the absent co-trustee to avoid merger.
5. Stephen Mendel has refused to produce his retainer agreement with Anita Brunsting and it is presumed it is because it violates the federal injunction and the trust as it gives Stephen Mendel a lien against her property interest to secure his fees in the trust litigation and he has caused hundreds of thousands of dollars in injuries by not distributing income to the beneficiaries and not dividing the trust corpus according to the terms set out in the 2005 Restatement.
6. Stephen Mendel has refused to produce his fee statement to support his claim that he is entitled to more than $600,000 in “fees for legal services” even though his first pleading in “Estate of Nelva Brunsting 412249-401 argued on the 1st page that:
7. 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.

Now Mendel claims to be a legal fee creditor and he has already closed his foot in the door on that theory by his own judicial admissions!

1. Property interests in the trust vested in the beneficiary at the passing of Nelva Brunsting on November 11, 2011 and after 12 years of holding the Brunsting family hostage in a theater that cannot compose itself a court of competent jurisdiction, the perps have failed to get to step one in their client’s resolution process. What instruments is he talking about when he says “the trust”?