

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	§

**Agreed Motion of the Remaining Beneficiaries for  
An Interim Disbursement of Assets to the Remaining  
Beneficiaries & Payment of the  
Co-Trustees Attorneys' Fees & Expenses**

Carl H. Brunsting, Carole A. Brunsting, and the Co-Trustees Anita K. Brunsting and Amy R. Brunsting jointly file this motion for an interim disbursement of their inheritance, and to approve payment of attorneys' fees and expenses due and owing the attorneys retained by the Co-Trustees.

The Court is advised of the following:

1. On February 25, 2022, the Court granted a summary judgment that Candace Curtis repeatedly violated the *in terrorem* provisions of the Trusts that are the subject of the litigation in this -401 case and other cases ancillary to this -401 case.
2. The net result of the summary judgment was that Candace Curtis ceased to be a beneficiary under the Trust instruments, which further means the only persons with beneficiary standing are Carl Brunsting, Carole Brunsting, Amy Brunsting, and Anita Brunsting (hereinafter the "Remaining Beneficiaries").
3. On or about July 12, 2024, the Decedent's Trust, as permitted by Court order, sold 115.50 acres of the Iowa Farm, and netted approximately \$2,599,845.54.
4. As result of the sale of the foregoing acreage, the Remaining Beneficiaries seek a partial distribution as follows:

- A. \$200,000.00 in assets to the Edward Jones account of Carl Brunsting. The share value for the transfer, if any, of a security is the value at the time of transfer, and not the receipt of the transfer.
  - B. \$200,000.00 in assets to the Edward Jones account of Amy Brunsting. The share value for the transfer, if any, of a security is the value at the time of transfer, and not the receipt of the transfer.
  - C. \$200,000.00 in assets to the Edward Jones account of Anita Brunsting. The share value for the transfer, if any, of a security is the value at the time of transfer, and not the receipt of the transfer.
  - D. 8.870 acres to Carole Brunsting of the western portion of that one certain tract known as Parcel B, being a part of that one certain 144.37 acres of the Brunsting Iowa Farm (\$200,000.00 / \$22,504.68 = 8.870 acres); provided, however, Carole Brunsting may, in her sole discretion elect to receive \$200,000.00 comprised of non-real property assets and acreage, or just non-real property assets, provided she files a formal election of what she wants seven (7) days prior to a hearing on this motion. In the absence of a timely election by Carole Brunsting, the Co-Trustees shall distribute to Carole Brunsting the foregoing 8.870 acres. If Carole Brunsting elects to receive a distribution of non-real property assets, then the transfer shall be to an Edward Jones account in the name of Carole Brunsting. The share value for the transfer, if any, of a security is the value at the time of transfer, and not the receipt of the transfer.
5. The Remaining Beneficiaries agree that the personal asset trusts referenced in the Qualified Beneficiary Distribution Trust are no longer necessary and that the foregoing \$200,000.00 in requested distributions for each Remaining Beneficiary be made free of such personal asset trusts.
  6. The Court is reminded that on March 31, 2022, during the course of a pretrial hearing, Carl Brunsting and Carole Brunsting, acting through counsel, agreed that the sum of \$680,000.00 was a reasonable and necessary fee for the time period of September 2014 through March 31, 2022, such sum to be allocated pro rata between Griffin & Matthews, as counsel for Co-Trustee Amy Brunsting, and The Mendel Law Firm, L.P., as counsel for Co-Trustee Anita Brunsting, based on their respective incurred share of fees and expenses.
  7. For the time period of September 2014 through August 31, 2024, the Co-Trustees seek a disbursement for the reasonable attorneys' fees and expenses due and owing their respective counsel:
    - A. \$267,738.13 as reasonable and necessary fees (\$264,872.87) and expenses (\$2,865.26) for Griffin & Matthews.
    - B. \$665,289.82 as reasonable and necessary fees (\$652,895.21) and expenses (\$12,394.61) for The Mendel Law Firm, L.P.

8. The disbursement for the foregoing attorneys' fees and expenses referenced herein do not and will not include fees/expenses incurred by the Co-Trustees counsel, Griffin & Matthews and The Mendel Law Firm, L.P., during the course of that one certain 2016 federal court case known as C.A. No. 4:16-CV-01969; *Candace Louise Curtis & Rik Wayne Munson v. Candace Kunz-Freed, Albert Vacek, Jr., Et Al*; In the U.S. District Court for the S.D. of Texas, Houston Division.
9. Amy R. Brunsting should be reimbursed \$26,900.00 for attorneys' fees advanced by her to the Griffin & Matthews law firm.
10. Anita K. Brunsting should be reimbursed \$10,000.00 for attorneys' fees advanced by her to The Mendel Law Firm, L.P.

### Prayer

The Remaining Beneficiaries request that the Court:

- A. Approve the transfer of \$200,000.00 in assets to an Edward Jones account in the name of Carl Brunsting, such transfer to be as an interim distribution of his inheritance.
- B. Subject to the foregoing election that Carole Brunsting might make, approve a distribution to Carole Brunsting of 8.870 acres of the western portion of that one certain tract known as Parcel B, being a part of that one certain 144.37 acres of the Brunsting Iowa Farm ( $\$200,000.00 / \$22,504.68 = 8.870$  acres), such transfer to be deemed an interim distribution of her inheritance; provided, however, Carole Brunsting, in her sole discretion and not less than seven (7) days before a hearing on this motion, or the date of consideration on submission, whichever date is earlier, may elect to receive \$200,000.00 comprised of some portion of non-real property assets and some portion of acreage ( $\$22,504.68/\text{acre}$ ), or all non-real property assets. In the absence of a timely election by Carole Brunsting, the Co-Trustees shall distribute to Carole Brunsting the foregoing 8.870 acres.
- C. Approve the transfer of \$200,000.00 in assets to an Edward Jones account in the name of Amy Brunsting, as an interim distribution of her inheritance.
- D. Approve the transfer of \$200,000.00 in assets to an Edward Jones account in the name of Anita Brunsting, as an interim distribution of her inheritance.
- E. Approve payment of the sum of \$267,738.13 for the reasonable and necessary attorneys' fees and expenses due and owing Griffin & Matthews, counsel for Co-Trustee Amy Brunsting, for the time period of September 2014 through August 31, 2024.
- F. Approve payment of the sum of \$665,289.82 for the reasonable and necessary attorneys' fees and expenses due and owing The Mendel Law Firm, L.P., counsel for Co-Trustee Anita Brunsting, for the time period of September 2014 through August 31, 2024.

- G. Approve payment of the sum of \$ \_\_\_\_\_ to Amy R. Brunsting for attorneys' fees advanced by her to the Griffin & Matthews law firm.
- H. Approve payment of the sum of \$10,000.00 to Anita K. Brunsting for attorneys' fees advanced by her to The Mendel Law Firm, L.P.
- I. Approve the allocation of transfers and/or payments as determined in the Co-Trustees sole and exclusive discretion; provided further all payments to the law firms shall be solely from the Decedent's Trust, and the transfer, if any, of acreage to Carole A. Brunsting shall be from the Decedent's Trust.
- J. Provided that the transfers/payments set forth in this motion be made within ten (10) days from the entry of an order regarding same, and that all transfers/payments shall be free of any personal asset trusts required by the Qualified Beneficiary Designation Trusts.
- K. Grant the Remaining Beneficiaries such other and further relief, general and special, legal and equitable, to which they may be entitled.

<p>Respectfully submitted,</p> <p>// s // Stephen A. Mendel</p> <hr/> <p>Stephen A. Mendel (SBN 13930650)  The Mendel Law Firm, L.P.  1155 Dairy Ashford, Suite 104  Houston, TX 77079  O: 281-759-3213  F: 281-759-3214  E: <a href="mailto:info@mendellawfirm.com">info@mendellawfirm.com</a></p> <p>Attorneys for Anita Brunsting</p>	<p>Respectfully submitted,</p> <p>// s // Neal E. Spielman</p> <hr/> <p>Neal E. Spielman (SBN 00794678)  Griffin &amp; Matthews  1155 Dairy Ashford, Suite 300  Houston, TX 77079  O: 281-870-1124  F: 281-870-1647  E: <a href="mailto:nspielman@grifmatlaw.com">nspielman@grifmatlaw.com</a></p> <p>Attorneys for Amy Brunsting</p>
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## Certificate of Conference

As indicated in the motion, the only parties with standing to agree or oppose this motion are Carl H. Brunsting, Carole A. Brunsting, Amy K. Brunsting, and Anita R. Brunsting (collectively the "Remaining Beneficiaries").

By his electronic signature below, the undersigned certifies that he communicated with counsel for the Remaining Beneficiaries, and the relief sought herein is agreed.

// s // Stephen A. Mendel

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Stephen A. Mendel

## Certificate of Service

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

Neal E. Spielman (SBN 00794678)  
Griffin & Matthews  
1155 Dairy Ashford, Suite 300  
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O: 281-870-1124 / F: 281-870-1647  
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Attorney for Co-Trustee, Amy Brunsting

Bobbie G. Bayless (SBN 01940600)  
Bayless & Stokes  
2931 Ferndale  
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Attorney for Drina Brunsting,  
Alleged Attorney in Fact for Carl Brunsting

John Bruster Loyd (SBN 24009032)  
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4400 Post Oak Pkwy, Suite 2360  
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Attorney for Carole A. Brunsting

via eService, email, telefax, or first-class mail, on this October \_\_, 2024.

// s // Stephen A. Mendel

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Stephen A. Mendel  
Attorney for Co-Trustee Anita Brunsting