

NO. 412249-401

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	§

**Rule 11 Agreement of Carole A. Brunsting, Carl H. Brunsting,
Co-Trustee, Anita K. Brunsting, & Co-Trustee Amy R. Brunsting**

The Parties to this Rule 11 Agreement are the Remaining Beneficiaries, and who are:

- A. Carole A. Brunsting.
- B. Carl H. Brunsting.
- C. Co-Trustee Amy R. Brunsting.
- D. Co-Trustee Anita K. Brunsting.

The term “Remaining Beneficiaries” as used in this Rule 11 Agreement means Carole A. Brunsting, Carl H. Brunsting, Amy R. Brunsting, and Anita K. Brunsting.

The term “Brunsting Trusts” collectively mean the Elmer H. Brunsting Decedent’s Trust, the Nelva E. Brunsting Survivor’s Trust, both of the Brunsting Qualified Beneficiary Distribution Trusts executed by Nelva E. Brunsting, or any other trust related in whole or in part to the foregoing.

On November 25, 2024, the Court heard oral arguments on the *Co-Trustees 1ST Amended Motion for an Interim Disbursement to the Remaining Beneficiaries & Payment of the Co-Trustees Attorneys’ Fees & Expenses*. At the conclusion of the hearing, the Court ordered the Co-Trustees to: (1) pay \$200,000.00 to Carl H. Brunsting as an interim distribution of his inheritance; and (2) to make an interim payment of \$680,000.00 towards the legal fees and expenses incurred by the Brunsting Trusts, such sum to be divided between the Griffin & Matthews law firm and The Mendel Law Firm, L.P, based on their pro rata time in handling the litigation related to the Brunsting Trusts.

In addition to the foregoing, the Court ordered the Remaining Beneficiaries to appear before the Court at 9:30 a.m., December 19, 2024, for an additional hearing as to the following

pending issues: (a) a \$200,000.00 interim distribution to Amy R. Brunsting regarding her inheritance; (b) a \$200,000.00 interim distribution to Anita K. Brunsting regarding her inheritance; (c) a \$200,000.00 interim distribution to Carole A. Brunsting of her inheritance, such distribution to be in the form of a deed for 8.870 acres to Carole A. 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); (d) reimbursement to Amy R. Brunsting and Anita K. Brunsting for the legal fees they personally paid their respective counsel from inception of this case through November 30, 2024; and the payment of additional reasonable and necessary attorneys' fees and expenses to the law firms of Griffin & Matthews and The Mendel Law Firm, L.P.

The Parties, as identified above, appearing through their respective counsel, reached the following agreements:

1. Carl H. Brunsting confirms that he received the \$200,000.00 interim distribution ordered by the Court at the November 25, 2024 hearing.
2. The law firms of Griffin & Matthews and The Mendel Law Firm, L.P., confirm they received the aggregate payment of \$680,000.00 ordered by the Court at the November 25, 2024 hearing, and they divided same based on their pro rata time in handling the litigation related to the Brunsting Trusts.
3. On or before December 30, 2024, the Brunsting Trusts shall distribute to Amy R. Brunsting the sum of \$200,000.00 as an interim distribution of her inheritance.
4. On or before December 30, 2024, the Brunsting Trusts shall distribute to Anita K. Brunsting the sum of \$200,000.00 as an interim distribution of her inheritance.
5. On or before December 30, 2024, the Brunsting Trusts shall distribute to, or initiate the process to distribute to, Carole A. Brunsting a \$200,000.00 interim distribution of her inheritance in the form of a deed for 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.
6. Consistent with the Court's instructions/orders, Griffin & Matthews and The Mendel Law Firm, L.P. have produced their respective billing statements/invoice records for the time period 2014 through and including November 30, 2024, and no objections or further questions were raised regarding the content of those billing statements/invoice records or the reasonableness and necessity of the fees and expenses sought by Griffin & Matthews and/or The Mendel Law Firm, L.P.
7. Consistent with the Court's instructions/orders, Griffin & Matthews provided confirmation to Carole A. Brunsting and Carl H. Brunsting that prior to the hearing on November 25, 2024, the \$26,900.00 in legal fees paid to Griffin & Matthews by Amy R. Brunsting was personally paid by Amy R. Brunsting and not the Brunsting Trusts, and further confirms that

Griffin & Matthews has not repaid Amy R. Brunsting, in whole or in part, the aforementioned \$26,900.00. Neither Carole A. Brunsting nor Carl H. Brunsting had any objections or further questions regarding this issue.

8. Consistent with the Court's instructions/orders, The Mendel Law Firm, L.P. provided confirmation to Carole Brunsting and Carl Brunsting that prior to the hearing on November 25, 2024, the \$10,000.00 in legal fees paid to The Mendel Law Firm, L.P. by Anita Brunsting was personally paid by Anita Brunsting and not the Brunsting Trusts, and further confirms that The Mendel Law Firm, L.P. has not repaid Anita K. Brunsting, in whole or in part, the aforementioned \$10,000.00. Neither Carole A. Brunsting nor Carl H. Brunsting had any objections or further questions regarding this issue.
9. On or before December 30, 2024, the Brunsting Trusts shall distribute to the law firm of Griffin & Matthews the sum of \$70,204.50 for reasonable and necessary legal fees and expenses due and owing Griffin & Matthews as of November 30, 2024.
10. On or before December 30, 2024, the Brunsting Trusts shall distribute to The Mendel Law Firm, L.P. the sum of \$225,401.68 for reasonable and necessary legal fees and expenses due and owing The Mendel Law Firm, L.P. as of November 30, 2024.
11. The law firms of Griffin & Matthews and The Mendel Law Firm, L.P. agree to waive as to the Brunsting Trusts any right to claim monetary interest on any or all sums due their respective law firms for the time period 2014 through and including November 30, 2024; provided, however, it is a condition precedent that that the foregoing waiver shall be *void ab initio* if either Carole A. Brunsting and/or Carl H. Brunsting object or impede, in whole or in part:
 - A. The payment of \$70,204.50 in fees and expenses due and owing Griffin & Matthews; and/or
 - B. The payment of \$225,401.68 in fees and expenses due and owing The Mendel Law Firm, L.P.
12. The agreement of Griffin & Matthews and The Mendel Law Firm, L.P. to waive their respective right to receive monetary interest does not and shall not apply to any fees and/or expenses incurred by the Brunsting Trusts on or after December 1, 2024.
13. On or before December 30, 2024, the Brunsting Trusts shall reimburse Amy R. Brunsting the sum of \$26,900.00 for legal fees she personally paid the law firm of Griffin & Matthews.
14. On or before December 30, 2024, the Brunsting Trusts shall reimburse Anita K. Brunsting the sum of \$10,000.00 personally paid by her to The Mendel Law Firm, L.P.

15. The Remaining Beneficiaries collectively recognize and agree that time is of the essence regarding the relief requested in order to maximize the potential for offsetting tax obligations that are or may be associated with capital gains, and request that the Court execute the proposed order attached hereto as Exhibit A, and incorporated by reference as though set forth in full herein, and approve the distributions as requested so that those distributions can be made on or prior to December 30, 2024

Respectfully submitted,

DocuSigned by:
Stephen Mendel

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Attorneys for Co-Trustee Anita K. Brunsting

Date Signed: 12/17/2024

&

Respectfully submitted,

Signed by:
Neal Spielman

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Attorneys for Co-Trustee Amy R. Brunsting

Date Signed: 12/17/2024

&

Respectfully submitted,

DocuSigned by:

Bobbie Bayless

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

Date Signed: 12/17/2024

&

Respectfully submitted,

DocuSigned by:

John Bruster Loyd

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Attorney for Carole A. Brunsting

Date Signed: 12/17/2024

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Stephen Mendel

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Filing Description: Regarding Interim Distributions & Attorneys' Fees

Status as of 12/18/2024 3:44 PM CST

Associated Case Party: ANITAKAYBRUNSTING

Name	BarNumber	Email	TimestampSubmitted	Status
Stephen A.Mendel		info@mendellawfirm.com	12/17/2024 5:19:13 PM	SENT

Associated Case Party: AMYRUTHBRUNSTING

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