They have not produced the Heinous Extortion Instrument (a/k/a 8/25/2010 QBD) with the corruption of blood in Terrorem clause and they will not because they cannot:

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105. Defendants will not, because they cannot, bring forth the archetype of the 8/25/2010 QBD and qualify the thing as evidence. If they could answer Plaintiff Curtis' Motion and Demand to Produce Evidence they certainly would have done so.

106. Instead, Defendants' attorneys conspired with the Court to avoid evidentiary hearings knowing they cannot produce the forged 8/25/2010 QBD extortion instrument and qualify it as evidence, and continue to use it to threaten and intimidate Plaintiffs Curtis and Carl Brunsting.

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An honest temporary administrator’s report [ROA.17-20360.611] would have pointed these things out instead of attempting to validate the forgery called 8/25/2010 QBD.24 Defendants cling to this instrument in their assertions of fact, but refuse to produce it and qualify it as evidence. They will not because they cannot.

2023‐06‐30 1st COA Houston No. 01-23-00362-CV [Appellants Opening Brief](http://www.probatemafia.com/Brunsting/2023-06-30%20Appellants%20Opening%20Brief%20No.%2001-23-00362-CV.pdf) Page 15

Candace Curtis Termination of Ostrom as Counsel

On March 30, 2015, after data mining to get information on her lawsuit and discovering that Ostrom’s actions had impugned her cause in fatal contradictions, federal plaintiff Candace Curtis terminated attorney Jason Ostrom and found herself having to defend against the Defendant Co-Trustees no-evidence motion for summary judgment, filed June 26, 2015 [ROA 346] arguing that Carl and Candace could not prove that Defendant’s trust modification instrument, called “Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment” [ROA181] dated August 25, 2010, was invalid (8/25/2010 QBD). Appellant answered [ROA 348] with an objection to assuming facts not in evidence and a demand for the Defendant Co-Trustees to produce the instrument and qualify it as evidence. They have not and they will not because they cannot. Summary Judgment hearings suddenly became a hearing on an emergency motion for a protective order, (filed 7/20/2015) [ROA 349] regarding wiretap recordings disseminated by the Mendel law firm via certified mail in early July. [See ROA 238 para 3]

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134. AMY AND ANITA BRUNSTING’S lawyers filed a traditional motion for summary judgment against CANDACE CURTIS, alleging that she forfeited her share to them by violating the void 8/25/10 QBD on June 26, 2015, and November 5, 2021. CURTIS responded to their motions July 13, 2015, and November 17, 2021, including a Memorandum of Law on the August 25, 2010, Qualified Beneficiary Designation and Testamentary power of appointment dated September 28, 2020, (attaching three signature pages of the document-which appears to be digitally altered, notary logs and notes of CANDACE FREED showing no entries for 8/25/10 to reflect the three anomalous documents) and an Addendum dated October 15, 2021.

135. ANITA AND AMY BRUNSTING produced the following unsworn documents with their traditional and no evidence motion for summary judgment:

Exhibit A The Restatement of The Brunsting Family Living Trust.

Exhibit B Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement executed on or about June 15, 2010.

Exhibit C Qualified Beneficiary Designation and Exercise of Testamentary Powers of Appointment Under Living Trust Agreement executed on or about on August 25, 2010.

Exhibit D Excerpts from Deposition of Candace Kunz-Freed (March 29, 2019).

Exhibit E Excerpts from Deposition of Candace Kunz-Freed (June 27, 2019).

Exhibit F Order Appointing Temporary Administrator Pending Contest Pursuant to Texas Estates Code §452.051 (signed July 23, 2015).

Exhibit G Report of Temporary Administrator Pending Contest.

Exhibit H Unsworn Declaration of Anita K. Brunsting.

Exhibit I Resignation of Original Trustee executed on or about December 21, 2010.

Exhibit J Memorandum and Order Preliminary Injunction (signed April 19, 2013).

Exhibit K Order (signed September 23, 2020).

Exhibit L Unsworn Declaration of Neal E. Spielman

136. It was DEFENDANTS’ burden to produce sworn testimony concerning the authenticity of the purported 8/25/10 QBD, not Plaintiff’s. Plaintiff demanded Defendants produce the original 8/25/10 QBD on July 13, 2015 and they have not because they cannot. No one witnessed the document as the law requires of testamentary evidence. Therefore, even if it were in evidence sworn by affidavit, whether it was digitally altered to add Nelva’s signature or not, it is void on its face for failure to comport with statute and attempting to amend a trust that had become irrevocable under its own terms. Notably, the Court could not decide DEFENDANTS’ Rule 166a traditional motion for summary judgment without considering evidence. But this is precisely what it did in GRANTING DEFENDANTS’ Motion for Summary judgment on their counterclaim of forfeiture. While the 8/25/10 QBD was attached as an exhibit to their motion, it was not sworn to and was not evidence. PLAINTIFF has disputed the validity of this document from the outset AS NOT PART OF THE TRUST and the document is void on its face for failing to have two disinterested witnesses attest to it. PLAINTIFF objects to the court granting summary judgment on DEFENDANTS’ counterclaim with no evidence to justify it—DEFENDANTS’ own the burden of proof AND of bringing forth the evidence disputed.

137. **Without attaching a sworn affidavit attesting to the authenticity and validity of the August 25, 2010, QBD and Testamentary Power of Appointment to Living Trust, witnessed by two disinterested persons, there is no evidence in the record from which the Court could rule that Nelva signed the instrument, that was a lawfully executed amendment or that CANDACE CURTIS forfeited her trust property under the instrument.**

138. DEFENDANTS’ have produced no evidence to satisfy their burden of proof that CURTIS **violated the “no contest” clause by asserting any claim which would enlarge her share of the trust,** as set forth in the Article 11 Section C of the 2005 Restatement of the BRUNSTING FAMILY LIVING TRUST.

Furthermore, Candace and Carl are the de jure co-trustees under the last amendment signed by both settlors.