EXCLUSION and EXILE: Dr. Joe Cleaver claims 95% of our Family & Business $25mm assets via FunGlam sis's secretive mixed-peptide poisoning. His lawyer, debbie@W-Dlaw.com has hidden taxable corporate, debtors, creditors, family, friends, cousins and beneficiaries' accountancy.
Joe was Fired & Exiled by Capt. Dad in 1994! Dr Joe Cleaver filed PR-26-01-5211

The Legal Exclusion of Dr. Joseph Paul Cleaver — Multiple Independent Grounds

The exclusion of Dr. Cleaver from all family and business Trust benefits and McClintock family assets rests upon multiple independent and mutually reinforcing legal grounds, each of which is alone sufficient to defeat any claim he might assert.

FIRST is 72y/o Dr Cleaver's taking of our Cutting Corners profit sharing after being fired and exiled 3 decades ago. 18 U.S. Code § 664 - Theft or embezzlement from employee benefit plan >$50K = 2 years prison.

Foremost, a comprehensive review of all eighteen Articles of the E A McClintock Trust and Schedule A confirms that childless Dr. Joseph Paul Cleaver is not named as a beneficiary, successor trustee, or contingent distributee under any provision whatsoever. Daughter, Kelly McClintock Cleaver's $25mm "Real" Trust Inventory is 90% her father's McClintock life's investments.

VS

Under well-established Texas law, a surviving spouse of a deceased beneficiary acquires no independent rights to Trust assets held for the exclusive benefit of named beneficiaries by operation of marriage alone. *See Tex. Prop. Code §112.035; Interfirst Bank Dallas, N.A. v. Risser*, 739 S.W.2d 882 (Tex. App. — Texarkana 1987). The Settlor's deliberate omission of Dr. Cleaver from the Trust reflects an unambiguous intent formed over thirty-two years of the Settlor's life following the 1994 termination of their relationship. Captain E A McClintock fired Joe Cleaver and he did not bare McClintock Children.

Second, the Settlor's unequivocal termination of his professional and familial relationship with Dr. Cleaver in 1994 — predating the Trust by sixteen years — is highly probative of the Settlor's intent to exclude Dr. Cleaver from all business and family wealth. Texas courts construing trust instruments give paramount weight to the Settlor's intent as informed by surrounding circumstances at the time of execution. *See Corpus Christi National Bank v. Gerdes*, 551 S.W.2d 521 (Tex. Civ. App. 1977, writ ref'd n.r.e.); *Transamerica Occidental Life Insurance Co. v. Burke*, 179 S.W.3d 925 (Tex. App. — Houston [14th Dist.] 2005). The surrounding circumstances here — the 1994 dismissal and family exile of Dr. Cleaver, his failure to bear McClintock children as promised to the Settlor, and the Settlor's own written expressions directing that his estate remain within the McClintock bloodline — leave no room for reasonable doubt as to the Settlor's intentions.

Third, any community property argument that Dr. Cleaver may assert in relation to Kelly's beneficial Trust interest fails comprehensively as a matter of Texas law. A contingent beneficial interest in a spendthrift trust does not constitute community property of the beneficiary's marriage. *See Tex. Fam. Code §3.001; Cleaver v. George Staton Co.*, 908 S.W.2d 468 (Tex. App. — Tyler 1995, writ denied). Kelly's beneficial interest under the Trust was at all times a contingent future interest dependent upon her survival to the point of full distribution, conditioned further upon her satisfaction of associated financial obligations — obligations she materially breached by failing to make the required $9,000,000.00 Promissory Note payments into the Trust. A contingent interest that was subject to lapse and conditioned upon performance never vested as community property, and upon Kelly's death it lapsed entirely rather than passing to Dr. Cleaver as surviving spouse.

Fourth, the Trust's Spendthrift Provision under Article XIII expressly prohibits any beneficiary's interest from being alienated, assigned, attached, garnished, or reached by the claims of creditors — and by extension by the claims of a surviving spouse asserting derivative rights through the deceased beneficiary's estate. Texas courts have consistently enforced spendthrift provisions against the claims of surviving spouses. *See In re Estate of Fawcett*, 55 S.W.3d 214 (Tex. App. — Eastland 2001, pet. denied); *Tex. Prop. Code §112.035(b).*

Fifth, the Trust's No-Contest Clause under Article XII provides that any person who contests the Trust or seeks to prevent its terms from being carried out shall be deemed to have predeceased the Settlor and shall forfeit all potential benefits. While Dr. Cleaver holds no genuine benefit under the Trust's terms, any attempt by him to use judicial proceedings to assert a colorable claim would trigger this clause and result in the absolute and permanent forfeiture of any such claim, with costs and fees assessed against him.

Texas Family Courts Boot Childless, Exiled Spouses — Supporting Jurisprudence

Texas probate courts have a well-developed body of jurisprudence consistently favoring blood family members and lineal descendants over the claims of exiled, estranged, or childless spouses in trust and estate disputes. These cases directly support Kenneth McClintock's position.

In *Rothermel v. Duncan*, 369 S.W.2d 917 (Tex. 1963), the Texas Supreme Court held that where the evidence establishes a testator's clear intent to benefit blood family members and exclude a particular person, that intent must govern regardless of the surviving spouse's claims. The Court emphasized that a testator's longstanding personal estrangement from a would-be claimant constitutes powerful evidence of exclusionary intent.

In *Estate of Slaughter*, 305 S.W.3d 804 (Tex. App. — Texarkana 2010, no pet.), the court held that a surviving spouse who had no relationship with the deceased's family and who bore no children of the marriage was not entitled to claim assets of the decedent's family trust against the expressed wishes of the trust instrument and its named beneficiaries.

In *In re Estate of Nash*, 220 S.W.3d 914 (Tex. App. — Texarkana 2007, no pet.), the court refused to recognize a surviving spouse's claim to a family business trust where the decedent's trust instrument expressly vested all business interests in surviving blood family members, and where the surviving spouse had been effectively excluded from the family for years prior to the decedent's death.

In *Magill v. Magill*, 816 S.W.2d 530 (Tex. App. — Houston [1st Dist.] 1991, no writ), the court held that a surviving spouse's community property claim could not defeat a spendthrift trust's distribution provisions in favor of the testator's children, affirming that the children's rights as named beneficiaries took precedence over the surviving spouse's derivative claims.

These cases collectively establish a clear and consistent Texas judicial preference for honoring the Settlor's expressed intent to benefit blood family members — in this case, Kenneth and his three

McClintock children — over the claims of a childless, exiled surviving spouse with no legitimate connection to the McClintock family estate.

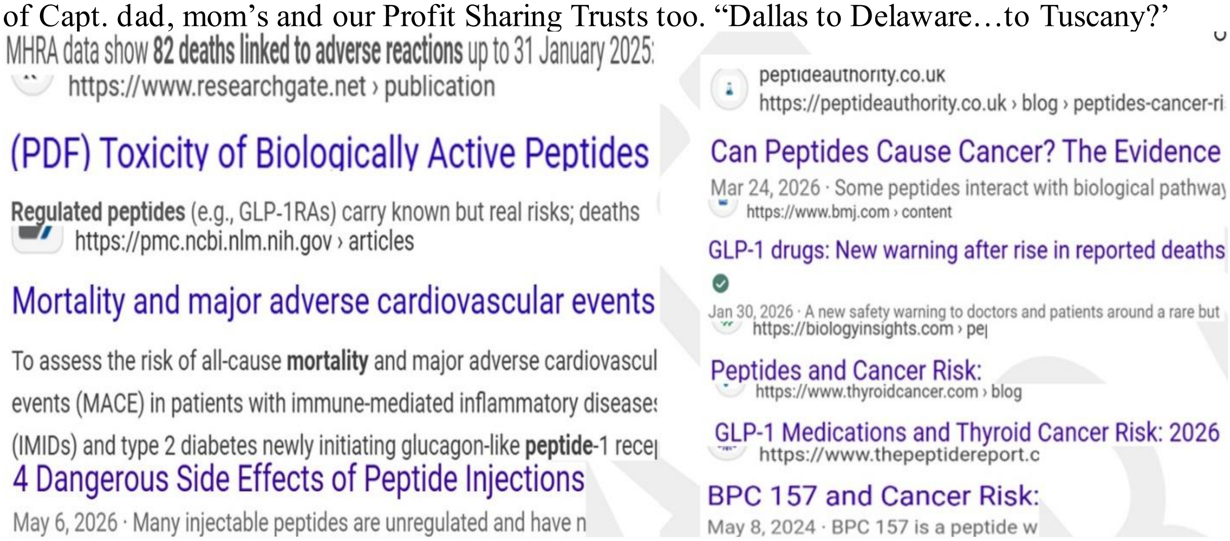
Ownership and Succession of the McClintock Business Entities is son, not exiled son-in-law. Article VIII(C)(3) of the E A McClintock Trust bequeaths to Kelly all equity interests in Cutting Corners, Inc., McClintock Capital, LP, and McClintock Management Co., LLC — expressly conditioned upon Kelly being then living, "otherwise, this gift shall lapse." Kelly Ann Cleaver is deceased. This bequest has lapsed by its own express terms, and no interest in any Business Entity passes to Kelly's estate, her heirs at law, or her surviving spouse, Dr. Cleaver.

Upon lapse, the Business Entity interests revert to the Trust's residuary estate and augment the Trust for Kenneth as the sole surviving named beneficiary, consistent with Article VIII(E). The documented corporate valuation of $12,370,863.00 is an asset to which Kenneth holds full and exclusive legal entitlement. Furthermore, the sale of the Fondren Road property and its transfer in connection with Cutting Corners assets to FFIH 2 LLC controlled by Brian Frankel — for a reported consideration of approximately $5,000,000.00 — without proper disclosure to Kenneth or any court approval, constitutes a transaction that is voidable at Kenneth's election as a transfer of Trust assets without authorization. Any proceeds of such transfer that were paid to Dr. Cleaver or his designees are subject to recovery through constructive trust, unjust enrichment, and conversion claims.

Capt. Dad fired Joe in 1994! Dr Joe Cleaver simply owes it back to McClintocks and Cutting Corners Employees. Not sure we giva damn about his $20mm retirement to Tuscany. Fed EBSA: Cutting Corners Profit Sharing embezzling >$50K is 18 U.S. Code § 664 Jails him 2years FIRST.

Peptide Poisoning by Dr Jersey Joe Paul Cleaver - Paradigm Wellness:

WHY did my FunGlam sister quickly suddenly pass 04/22/26 w/o notification 3 months after Cancer Check Labs SEC arrests for $10mm+? Dr Joe Cleaver knows how to shift $Millions out of Capt. dad, mom's and our Profit Sharing Trusts too. "Dallas to Delaware…to Tuscany?'



Not to detect my FunGlam sister's sudden peptide cancer death means Joe's "Cancer Check Labs" is marketing more Jersey Joe Cleaver partner fraud.

Father: Captain E A McClintock said "Not since Mafia" after firing Dr Joe Cleaver in 1994.

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