

2. Waterwood Improvement Association, Inc.  
Through its attorney of record  
Travis E. Kitchens, Jr.  
Attorney at Law  
P.O. Box 1629  
Onalaska, Texas 77360  
Plaintiff/Counter-Defendant herein.
3. Mike Zeltner  
Defendants will supplement.  
Mr. Zeltner is an employee of Mr. Russell and has relevant knowledge made basis of this suit.

**REQUEST FOR DISCLOSURE NO. 6:**

R.194.2(f). For each individual who may be called by you or your attorney as an expert witness, state:

1. the expert's name, address, and telephone number;
2. the subject matter on which the expert will testify;
3. the mental impressions and opinions held by the expert and the basis for them (or documents reflecting such information if the expert is not retained by, employed by, or otherwise subject to your control);
4. if the expert is retained by, employed by, or otherwise subject to your control:
  - A) produce all documents, tangible things, reports, models, or data compilations that have been provided to, reviewed by, or prepared by or for the expert in anticipation of the expert's testimony; and
  - B) produce the expert's current resume and bibliography.

**RESPONSE:**

1. J. Hans Barcus  
Cantrell, Ray & Barcus, LLP  
P.O. Box 1019  
Huntsville, Texas 77342  
(936) 730-8541

Mr. Barcus will testify that all attorney fees incurred are reasonable and necessary in consideration of factors set forth in the State Bar Rules and his years of practice in Texas Courts. To the extent they are advised of Plaintiff/Counter-Defendant's fees, he will testify as to the reasonableness of those as well.

**REQUEST FOR DISCLOSURE NO. 7:**

R.194.2(g). Produce any indemnity and insuring agreements as described in Rule 192.3(f).

**RESPONSE:** None.

**REQUEST FOR DISCLOSURE NO. 8:**

R.194.2(h). Produce any settlement agreements as described in Rule 192.3(g).

**RESPONSE:** See Mediated Settlement Agreement signed on January 18, 2016.

**REQUEST FOR DISCLOSURE NO. 9:**

R.194.2(i). Produce any witness statements as described in Rule 192.3(h).

**RESPONSE:** Defendants are not aware of any.

**REQUEST FOR DISCLOSURE NO. 10:**

R.194.2(j). Produce all medical records and bills that are reasonably related to the injuries or damages asserted or, in lieu thereof, an authorization permitting the disclosure of such medical records and bills.

**RESPONSE:** Not applicable.

**REQUEST FOR DISCLOSURE NO. 11:**

R.194.2(k). Produce all medical records and bills obtained by you by virtue of an authorization furnished by the requesting party.

**RESPONSE:** Not applicable.

**REQUEST FOR DISCLOSURE NO. 12:**

R.194.2(1). Produce the name, address, and telephone number of any person who may be designated as a responsible third party.

**RESPONSE:** None at this time.

NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**PLAINTIFF'S EXHIBIT 48**

## Sign - definition of sign by The Free Dictionary

<http://www.thefreedictionary.com/sign>

### Meryl Streep is Married - At Age of 68 yo

The Reason For Their Marriage Can Break Your Heart. Watch more. Go to [itunes.apple.com](http://itunes.apple.com)



## sign

Also found in: Thesaurus, Medical, Legal, Acronyms, Idioms, Encyclopedia, Wikipedia.

## sign (sĭn)

n.

1. Something that suggests the presence or existence of a fact, condition, or quality: *A high temperature is a sign of fever.*
2.
  - a. An act or gesture used to convey an idea, a desire, information, or a command: *gave the go-ahead sign. See Synonyms at gesture.*
  - b. Sign language.
3.
  - a. A displayed structure bearing lettering or symbols, used to identify or advertise a place of business: *a motel with a flashing neon sign outside.*
  - b. A posted notice bearing a designation, direction, or command: *an EXIT sign above a door; a traffic sign.*
4. A conventional figure or device that stands for a word, phrase, or operation; a symbol, as in mathematics or in musical notation.
5. *pl. sign* An indicator, such as a dropping or footprint, of the trail of an animal: *looking for deer sign.*
6. A trace or vestige: *no sign of life.*
7. A portentous incident or event; a presage: *took the eclipse as a sign from God.*
8. *Medicine* An objective finding, usually detected on physical examination, from a laboratory test, or on an x-ray, that indicates the presence of abnormality or disease.
9. One of the 12 divisions of the zodiac, each named for a constellation and represented by a symbol.

## v. signed, sign-ing, signs

v.tr.

1. To affix one's signature to: *signed the letter.*
2. To write (one's signature): *signed her name to the contract.*
3. To approve or ratify (a document) by affixing a signature, seal, or other mark: *sign a bill into law.*
4. To hire or engage by obtaining a signature on a contract: *signed a rookie pitcher for next season; sign up actors for a tour.*
5. To relinquish or transfer title to by signature: *signed away all her claims to the estate.*
6. To provide with a sign or signs: *sign a new highway.*
7. To communicate with a sign or signs: *signed his approval with a nod.*
8. To express (a word or thought, for example) in a sign language: *signed her reply to the question.*
9. To consecrate with the sign of the cross.

v.intr.



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<sup>1</sup> **sign**

noun | \ 'sīn \

Popularity: Top 30% of words

Examples: SIGN in a sentence ▼

Tip: Synonym guide ▼

**Definition of SIGN**

- 1    **a** : a motion or gesture by which a thought is expressed or a command or wish made known  
      **b** : SIGNAL 2a  
      **c** : a fundamental linguistic unit that designates an object or relation or has a purely syntactic function • *signs* include words, morphemes, and punctuation  
      **d** : one of a set of gestures used to represent language; *also* : SIGN LANGUAGE
- 2    : a mark having a conventional meaning and used in place of words or to represent a complex notion
- 3    : one of the 12 divisions of the zodiac
- 4    **a** (1) : a character (such as a flat or sharp) used in musical notation  
      (2) : SEGNO





**b** : a character (such as  $\div$ ) indicating a mathematical operation; *also* : one of two characters + and - that form part of the symbol of a number and characterize it as positive or negative

- 5 **a** : a display (such as a lettered board or a configuration of neon tubing) used to identify or advertise a place of business or a product  
**b** : a posted command, warning, or direction  
**c** : SIGNBOARD
- 6 **a** : something material or external that stands for or signifies something spiritual  
**b** : something indicating the presence or existence of something else  
 • *signs of success* • *a sign of the times*  
**c** : PRESAGE, PORTENT • *signs of an early spring*  
**d** : an objective evidence of plant or animal disease
- 7 *plural usually sign* : traces of a usually wild animal • *red fox sign*

See *sign* defined for English-language learners

See *sign* defined for kids

### From the M-W Editors





## SIGN Defined for English Language Learners

### <sup>1</sup> sign

*noun* | \ 'sɪn \

#### Definition of SIGN FOR ENGLISH LANGUAGE LEARNERS

: a piece of paper, wood, etc., with words or pictures on it that gives information about something

: something (such as an action or event) which shows that something else exists, is true, or will happen

: a motion, action, or movement that you use to express a thought, command, or wish

### <sup>2</sup> sign

*verb*

#### Definition of SIGN FOR ENGLISH LANGUAGE LEARNERS

: to write (your name) on something

: to write your name on (something) especially to show that you accept, agree with, or will be responsible for something

: to hire (someone) to do something especially by having that person sign a contract

## SIGN Defined for Kids



NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**PLAINTIFF'S EXHIBIT 49**

NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

AFFIDAVIT

THE STATE OF TEXAS \*

COUNTY OF SAN JACINTO \*

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS C. READAL, who being by me duly sworn on his oath deposed and said:

1. "I am a property owner in the Waterwood Subdivision in San Jacinto County, Texas. Together with my wife, I own Lot 15, Block 1, County Club Estates # 1, with a mailing address of 85 Waterwood, Huntsville, Texas 77320-9665. We purchased this property in 2002. I have owned property in Waterwood since 2002.
2. "I am over 18 years of age and have never been convicted of a felony offense.
3. "I have personal knowledge of the facts set forth in this Affidavit. I am fully qualified and authorized to make this affidavit.
4. "This affidavit is given in support of Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief, and Declaratory Judgment, together with Plaintiff's Motion for Summary Judgment.
5. "I have known George Russell since at least 2008. At all times I have known George Russell he was competent, he was represented by counsel, he had multiple opportunities to change

the agreement in the mediation sessions, and he accepted the money \$1 million on March 14, 2016, pursuant to the January 2016 MSA. It is time for the courts to make George Russell, Suzanne Russell, the Universal Ethician Church, and the Ethician Foundation live by their agreements.

6. "On Wednesday, February 22, 2017, while driving to the Waterwood Park construction site around 11 o'clock a.m., I observed George Russell, by himself, painting approximately 8 to 12 inch purple signs and items on trees which are inside his property line on the north side of Waterwood Parkway, but within 200 feet of the boundary of the Waterway Parkway. Shortly after I stopped at the Waterwood Park construction site, which is on the south side of Waterwood Parkway directly opposite to the area where George Russell was painting the trees, to meet with Dick Hansen, who was already there, Mr. George Russell got into his vehicle and drove away.
7. "I have also reviewed the five (5) photographs identified as Plaintiff's Exhibit No. 34, and the 15 photographs identified by Plaintiff's Exhibit No. 36, which are incorporated herein by reference, and they also fairly and accurately depict the trees being marked by purple paint signs and items depicted in the photographs.
8. "I have been present at all three mediations that have previously been held in the litigations with Russell, being the May 2012 MSA, the January 2016 MSA, and the August 2016 MSA.
9. "At the time that the Board of Directors entered into the January 2016 MSA and the 2016 Agreed Final Judgment, the words "sign" and "item" were key phrases in the agreement and were included to prevent the type of behavior that George Russell and his employee depicted in Plaintiff's Exhibit No. 36, engaged in on February 22 and 23, of 2017.

10. "WIA paid George Russell, his church and his foundation \$1 million dollars so that WIA could control the Parkway and all signs and items within 200 feet of the Parkway and the Waterwood Streets, as set forth in the January 2016 MSA and the 2016 Agreed Final Judgment. Russell sold, and WIA purchased, the exclusive right to decide what signs and items would be placed within 200 feet of the Parkway and the Waterwood Streets.
11. "During the mediations identified above, Russell was represented by Lanny Ray and Hans Barcus with the law firm of Cantrell, Ray and Barcus, LLP, of Huntsville, Texas. One or more of these attorneys were present at the mediations. All agreements made during the mediations were approved by Russell's attorneys. Russell freely took WIA's money and agreed to give up control of his property within 200 feet of any road in Waterwood.
12. "Additionally, 'other items' prohibit him from placing any grave within 200 feet of a roadway in Waterwood, without prior WIA approval. In the past, George Russell has placed 'other items' on his properties we would not wish to see down the parkway, or any road in Waterwood, *i.e.*, toilets, old Hearst, run down shacks, life size animals, deteriorating buildings etc.
13. "In Russell email of February 8, 2017 (Plaintiff's Exhibit No. 33) he complains that the green signs we posted are virtually impossible to read and do NOT meet the requirements of 30.05 and states that the signs must be placed NO LESS THAN 100 FEET APART to comply with the code. The code actually states in 30.05, (2) "Notice means" (C) "a sign or signs posted on the property or at the entrance to the building, reasonably likely to come to the attention of intruders, indicating that entry is forbidden". The signs WIA put up meet this criteria as they are the size (10 x 14 inches) agreed to by Russell, with wording agreed to by

Russell, and are easily noticed since they are green background with white letters posted on brown tree trunks at locations agreed to by Russell along the parkway and at the exact locations of Russell's prior signs throughout the Waterwood neighborhood streets.

14. "Prior to putting up the 33 No Trespassing signs, agreed to pursuant to the August 2016 MSA, the signs were approved by Bennie Rush, and were forwarded to Russell's attorneys. See Plaintiff's Exhibit Nos. 19 and 20. No objection was received concerning these signs.
15. "George Russell painted, in some instances, purple paint signs and items on trees that the No Trespassing signs were placed. See Plaintiff's Exhibit No. 35, pages 8, 12, 15, 16, and 23.
16. "In his email of February 8, 2017, George Russell further claims that his trees worth \$27,000 were destroyed because the micro-signs "do NOT" meet the requirements of 30.05 and that the signs were "very widely spaced". In fact they do meet the code. Russell agreed to the size and wording, and they are placed at distances comparable to his posted properties along FM 980. The trees in question were topped by the county contractor on the Thursday or Friday before the August 15, 2016 WIA board meeting and prior to the scheduled mediation with Russell which was held on August 24, 2016. It was at this mediation that the agreement for WIA to put up 33 No Trespassing signs was made. So the 10 x 14 signs were not up when the trees were topped. There were no signs posted on the Parkway at that time because Russell removed his "no trespassing" signs on the day of the Parkway property closing, back on March 14, 2016, but Russell never came to WIA with any proposal for additional signs for WIA to agree to as to replacement of no trespassing signs as stipulated in the January 2016 MSA, the August 2016 MSA, and/or the 2016 Agreed Final Judgment. So it is not WIA's fault that the parkway was not posted at the time of the trees' topping; it is Russell's



fault for never requesting WIA to approve any alternate signs. Thus the Russell parkway properties were not posted per 30.05 from sometime after March 14, 2016 until after the August 24, 2016 mediation, due to Russell's failure to request WIA to approve alternate no trespassing signs or marking of the trees with purple paint per 30.05 during this period.

17. "Near the end of the February 8, 2017 email attachment Russell asks for proof that the 10 x 14 signs as posted meet the requirements of 30.05. The No Trespassing signs do in fact meet the requirements of 30.05.
18. "Concerning the current painting of purple signs on over 200 trees, Texas Penal Code Section 30.05, (2) 'Notice' means: (D) 'the placement of identifying purple paint marks on trees or posts on the property, provided that the marks are: (i) vertical lines of not less than eight inches in length and not less than one inch in width; (ii) placed so that the bottom of the mark is not less than three feet from the ground or more than five feet from the ground; and (iii) placed at locations that are readily visible to any person approaching the property and no more than: (a) 100 feet apart on forest land; or (b) 1,000 feet apart on land other than forest land.' Russell has painted purple marks on trees that are as large as 1 x 1.5 feet and appear to be spaced on average less than 20 feet apart. These have been needlessly placed on land that was already properly posted with signs per 30.05. Some of the marks are on trees that are on county property. Russell claims that these properties were trespassed on and subject to poaching and vandalism. Russell should be made to produce documentation in the form of police records to that effect to prove his point. The only two specific instances he cited in the attachment to the February 8, 2017 email was on church property on the northwest corner of 980 and the Parkway which may or may not have been posted at the time

since there was no posting visible from the Parkway, but there may have been posting visible from 980 as it is posted today.

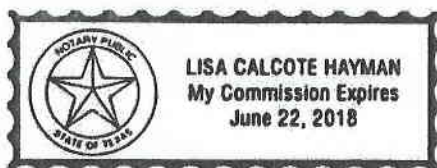
19. The MSAs and the 2016 Agreed Final Judgments prohibited Russell from putting up "other items" without prior WIA approval. The painting of the purple paint signs are in fact an "other item" which was painted excessively on over 200 trees in clear violation of the agreements.
20. "Further, based on the approximate average size of the marks painted on the trees and the frequency of the trees painted, Russell applied perhaps 10 times the amount of paint to the trees compared to the minimum amount of paint required by the statute.
21. "In Russell's February 8, 2017 email he claims to have recently purchased 500 acres of land near Waterwood for \$2 million, or \$4,000 per acre. If you apply this per acre price to the land we purchase and throw in something for the billboard, the total value of the land and billboard is about \$200,000. The remaining \$800,000 represents the premium WIA paid for the 200 foot wide "exclusion zone". \$800,000 is not a trivial sum to pay for something we have every right to expect Russell to adhere to under the agreements which he has now violated.
22. "Further, affiant sayth not."

  
THOMAS C. READAL



SUBSCRIBED AND SWORN TO BEFORE ME on this 8th day of May, 2017, by  
THOMAS C. READAL, to certify which witness my hand and seal of office.

*Lisa Calcote Hayman*  
NOTARY PUBLIC, STATE OF TEXAS



NO. CV14.902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**PLAINTIFF'S EXHIBIT 50**

NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

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IN THE DISTRICT COURT OF

VS.

SAN JACINTO COUNTY, TEXAS

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

258<sup>TH</sup> JUDICIAL DISTRICT

AFFIDAVIT OF JOHN CHARLTON

THE STATE OF TEXAS \*

COUNTY OF SAN JACINTO \*

BEFORE ME, the undersigned authority, on this day personally appeared JOHN CHARLTON, who being by me duly sworn on his oath deposed and said:

1. "I am a past President and current Director of the Waterwood Improvement Association, Inc., ("WIA"), the property owners association for the Waterwood Subdivision in San Jacinto County, Texas, Plaintiff in the above entitled and numbered cause.
2. "I am over 18 years of age and have never been convicted of a felony offense. I am fully qualified and authorized to make this Affidavit. I am also a property owner in the Waterwood Subdivision, having first purchased property in Waterwood in the year 2000 and building my home in the year 2005.
3. "I was the President of WIA when the *First Russell Lawsuit* was filed on June 14, 2011.
4. "I am currently a Director of WIA. I am fully qualified and authorized to make this Affidavit.
5. "This Affidavit is given in support of Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief, and Declaratory Judgment, together with Plaintiff's Motion for Summary Judgment.

6. "The claim referred to in the foregoing Plaintiff's Second Amended Original Petition, which is incorporated herein by reference the same as if fully copied and set forth at length herein, arises out of the 2016 Agreed Final Judgment, Plaintiff's Exhibit 1, and the January 2016 Mediation Settlement Agreement and the August 2016 Mediation Settlement Agreement, Plaintiff's Exhibit 2.
7. "I have known George Russell since at least the year 2006. At all times I have known George Russell he appears to be competent, and during all times since the *First Russell Lawsuit* was filed in June 2011, in all legal matters involving WIA, Russell has been represented by counsel, he had multiple opportunities to change the agreement in the mediation sessions, and he took the \$1 million on March 14, 2016 pursuant to the January 2016 MDA.
8. "On February 23, 2017, I saw a person painting purple signs on trees within 200 feet of the Waterwood Parkway and/or Waterwood Streets. I took photographs of the person painting purple signs/items on the trees, what I believe to be Russell's Jeep, and one of the tree signs/items painted. The photographs attached to this Affidavit as Plaintiff's Exhibit No. 36 are true and correct copies of the photographs that I took, and they fairly and accurately depict the scene shown. I have also reviewed the 5 photographs identified as Plaintiff's Exhibit No. 34, and the 15 photographs identified by Plaintiff's Exhibit No. 36, which are incorporated herein by reference, and they also fairly and accurately depict the trees being marked by purple paint signs and items depicted in the photographs.
9. "I have been present at all three mediations that have previously been held in the litigation with Russell, being the May 2012 MSA, the January 2016 MSA, and the August 2016 MSA.

10. "At the time that the Board of Directors entered into the January 2016 MSA and the 2016 Agreed Final Judgment, the words "sign" and "item" were key phrases in the agreement and were included to prevent the type of behavior that George Russell, and his employee depicted in Plaintiff's Exhibit No. 36, engaged in on February 22 and 23, of 2017.
11. "WIA paid George Russell, his church and his foundation \$1 million dollars so that WIA could control the Parkway and all signs and items within 200 feet of the Parkway and the Waterwood Streets, as set forth in the January 2016 MSA and the 2016 Agreed Final Judgment. Russell sold, and WIA purchased, the exclusive right to decide what signs and items would be placed within 200 feet of the Parkway and the Waterwood Streets.
12. "During the mediations identified above, Russell was represented by Lanny Ray and Hans Barcus with the law firm of Cantrell, Ray and Barcus, LLP, of Huntsville, Texas. One or more of these attorneys were present at the mediations. All agreements made during the mediations were approved by Russell's attorneys, in arms length transactions. Russell freely took WIA's money and agreed to give up control of his property within 200 feet of any road in Waterwood.
13. "Additionally, 'other items' prohibit him from placing any grave within 200 feet of a roadway in Waterwood. In the past, George Russell has placed 'other items' on his properties we would not wish to see down the parkway, or any road in Waterwood, i.e., toilets, old Hearst, run down shacks, life size animals, deteriorating buildings, etc.
14. "It is time for the courts to make George Russell, Suzanne Russell, the Universal Ethician Church, and the Ethician Foundation live by their agreements.

15. "On behalf of the Waterwood Improvement Association, Inc., I am requesting the Court issue the injunctions and grant the relief requested.
16. "Further, affiant sayth not."

  
JOHN CHARLTON, Past President  
and Current Director

SUBSCRIBED AND SWORN TO BEFORE ME on this 8<sup>th</sup> day of May, 2017, by JOHN CHARLTON, to certify which witness my hand and seal of office.



  
NOTARY PUBLIC, STATE OF TEXAS

NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**PLAINTIFF'S EXHIBIT 51**



NO. CV14,902WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH\*  
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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICTAFFIDAVIT

THE STATE OF TEXAS \*

COUNTY OF SAN JACINTO \*

BEFORE ME, the undersigned authority, on this day personally appeared JOE MOORE, who being by me duly sworn on his oath deposed and said:

1. "I am the Executive Director of the Waterwood Improvement Association, Inc. ("WIA"), the property owners association for the Waterwood Subdivision in San Jacinto County, Texas, Plaintiff in the above entitled and numbered cause. I have worked for WIA since 1990.
2. "I am over 18 years of age and have never been convicted of a felony offense.
3. "I am fully qualified and authorized to make this Affidavit.
4. "This Affidavit is given in support of Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief, and Declaratory Judgment, together with Plaintiff's Motion for Summary Judgment.
5. "The claim referred to in the foregoing Plaintiff's Second Amended Original Petition, which is incorporated herein by reference the same as if fully copied and set forth at length herein, arises out of the 2016 Agreed Final Judgment, Plaintiff's Exhibit 1, and the January 2016 Mediation Settlement Agreement and the August 2016 Mediation Settlement Agreement.

Plaintiff's Exhibit 2.

6. "I have known George Russell since at least 1998. At all times I have known George Russell, and during the lawsuits involving Mr. Russell and WIA since 2011, he was competent, he was represented by counsel, he had multiple opportunities to change the agreement in the mediation sessions, and as concerns the January 2016 MSA, he accepted the \$1 million.
7. "On Wednesday, February 22, 2017, it came to my attention that George Russell had painted purple signs squares on trees which are inside his property line on the north side of Waterwood Parkway, but within 200 feet of the boundary of the Waterway Parkway.
8. "I went and saw the purple paint signs and items that were put on trees along the Waterwood Parkway. The five (5) photographs, identified as Plaintiff's Exhibit No. 3 attached to the Plaintiff's Original Petition on February 23, 2017, and as Plaintiff's Exhibit No. 34 to Plaintiff's Second Amended Petition and to Plaintiff's Motion for Summary Judgment, fairly and accurately depict some of the trees that were painted.
9. "It later came to my attention that an additional 21 trees on Latrobe Street between the Waterwood Parkway and Pine Valley had been painted similarly to those on the Waterwood Parkway. I have personally observed these additionally painted trees.
10. "I have since February 23, 2017 personally located a total of 207 trees painted with the purple signs and items on the following streets: 21 trees Parkway inbound 980 to WIA office; 6 trees Parkway inbound across from old club house; 50 trees Parkway outbound Latrobe to 980; 29 trees Latrobe-Parkway to Pine Valley Loop; 88 trees Latrobe-Doral to LaJolla; 6 trees Gate on LaJolla North side; 4 trees Latrobe about 1/2 way down; and 3 trees Doral just after Augusta east side. The fifteen (15) photographs, identified as Plaintiff's Exhibit No. 35

to Plaintiff's Second Amended Petition and to Plaintiff's Motion for Summary Judgment , fairly and accurately depict some of the trees that were painted. I personally took those photographs.

11. "I am familiar with the streets in Waterwood, and these purple paint signs and items paintings were not in existence prior to February 22, 2017.
12. "I have been present at all three mediations that have previously been held in the litigations with Russell, being the May 2012 MSA, the January 2016 MSA, and the August 2016 MSA.
13. "At the time that the Board of Directors entered into the January 2016 MSA and the 2016 Agreed Final Judgment, the words "sign" and "item" were key phrases in the agreement and were included to prevent the type of behavior that George Russell and his employee depicted in Plaintiff's Exhibit No. 36, engaged in on February 22 and 23, of 2017.
14. "WIA paid George Russell, his church and his foundation \$1 million dollars so that WIA could control the Parkway and all signs and items within 200 feet of the Parkway and the Waterwood Streets, as set forth in the January 2016 MSA and the 2016 Agreed Final Judgment. Russell sold, and WIA purchased, the exclusive right to decide what signs and items would be placed within 200 feet of the Parkway and the Waterwood Streets.
15. "During the mediations identified above, Russell was represented by Lanny Ray and Hans Barcus with the law firm of Cantrell, Ray and Barcus, LLP, of Huntsville, Texas. One or more of these attorneys were present at the mediations. All agreements made during the mediations were approved by Russell's attorneys. Russell freely took WIA's money and agreed to give up control of his property within 200 feet of any road in Waterwood.

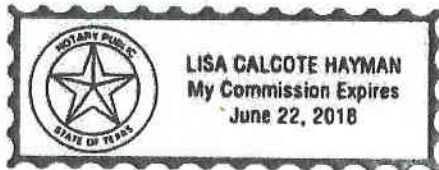
16. "Additionally, 'other items' prohibit him from placing any grave within 200 feet of a roadway in Waterwood. In the past, George Russell has placed 'other items' on his properties we would not wish to see down the parkway, or any road in Waterwood, *i.e.*, toilets, old Hearst, run down shacks, life size animals, deteriorating buildings, etc.
17. "Filed as Plaintiff's Exhibits, in support of "Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment" and "Plaintiff's Motion for Summary Judgment", are Plaintiffs' Exhibit Nos. 19, 30, 31, 32, 33, 41, and 43 (email timed 8:09 p.m.). These exhibits are true and correct copies of emails I received from George Russell.
18. "It is time for the courts to make George Russell, Suzanne Russell, the Universal Ethician Church, and the Ethician Foundation live by their agreements.
19. "On behalf of the Waterwood Improvement Association, Inc., I am requesting the Court issue the injunctions and grant the relief requested.
20. "Further, affiant sayth not."

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

By:   
JOE MOORE, Executive Director

SUBSCRIBED AND SWORN TO BEFORE ME on this 8th day of May, by JOE MOORE, Executive Director, Waterwood Improvement Association, Inc., to certify which witness my hand and seal of office.

*Lisa Calcote Hayman*  
NOTARY PUBLIC, STATE OF TEXAS



NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**PLAINTIFF'S EXHIBIT 52**



NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

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IN THE DISTRICT COURT OF

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VS.

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SAN JACINTO COUNTY, TEXAS

\*

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

\*

258<sup>TH</sup> JUDICIAL DISTRICT

\*

**Affidavit of Travis E. Kitchens, Jr.**

State of TEXAS

§

County of POLK

§

BEFORE ME, the undersigned authority on this day personally appeared Travis E. Kitchens, Jr., known to me to be a credible person over the age of 18 years, who being by me first duly sworn, did depose and say that the following is true and correct:

1. "My name is Travis E. Kitchens, Jr., I am over 21 years of age, have never been convicted of a felony, and am fully competent to testify. I have personal knowledge of the facts to which I testify herein. I am the attorney for the Waterwood Improvement Association, Inc. ("WIA" and/or "Plaintiff"), in the above entitled and numbered lawsuit ("the Lawsuit" and/or the "*Fourth Russell Lawsuit*"). together with the *First Russell Lawsuit*, the *Second Russell Lawsuit*, and the *Third Russell Lawsuit*, all of which are identified in "Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment" and "Plaintiff's Motion for Summary Judgment", to which this affidavit is filed in support thereof.
2. "In the regular course of the practice of my profession, I received documents. These documents are kept by my office staff in the regular course of business, and it is the regular course of business of my office for an employee or representative of my office, with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records identified herein are business records ("business records") of my law practice.



3. "Through my participation in this Lawsuit and the other lawsuits identified above, I have acquired personal knowledge of the facts to which I testify herein, together with documents that comprise business records. Those facts are all within my personal knowledge and are true and correct, and the documents are true and correct copies of my business records.
4. "Attached to my affidavit is "Appendix A", which is the Index to the Plaintiff's Exhibits filed in support of "Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment" and "Plaintiff's Motion for Summary Judgment."
5. "Filed as Plaintiff's Exhibits, in support of "Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment" and "Plaintiff's Motion for Summary Judgment", are Plaintiff's Exhibit Nos. 1, 2, 6, 7, 8, 9, 10, 11, 14, 15, 18, 37, 38, 39, 40, 42, 43, 44, 45, 46, and 47. These are true and correct copies of the documents referenced from this lawsuit and the prior lawsuits between the parties.
6. "Filed as Plaintiff's Exhibits, in support of "Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment" and "Plaintiff's Motion for Summary Judgment", are Plaintiff's Exhibit No. 4. This is a true and correct copy of certified copy of the documents referenced from the Texas Secretary of State Office.
7. "Filed as Plaintiff's Exhibits, in support of "Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment" and "Plaintiff's Motion for Summary Judgment", are Plaintiff's Exhibit Nos. 3, 5, 12, 13, and 14. These are true and correct copies of the documents referenced from the San Jacinto County Clerk's Office.
8. "Filed as Plaintiff's Exhibits, in support of "Plaintiff's Second Amended Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment" and "Plaintiff's Motion for Summary Judgment", are Plaintiff's Exhibit Nos. 17, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, and 43 (all emails except one timed 8:09 p.m.). These are true and correct emails and other correspondence that I either sent or received as lawyer for Plaintiff.
9. "Plaintiff is entitled to recovery of its attorney's fees, as provided for by Chapters 37 and 38, Texas Civil Practice and Remedies Codes.
10. "I graduated from Baylor Law School on May 12, 1977 and was duly licensed to practice law in the courts of the State of Texas on November 11, 1977. I am also licensed to practice law before the United States District Court, Eastern District, Texas, the United States Court of Appeals, 5th Circuit, and the United States Supreme Court. My law office is situated at 14330 U.S. Highway 190 West, Onalaska, Texas. I have practiced law in the Trinity, Polk and San Jacinto Counties area since 1978. I am familiar with the legal fees that are customarily charged by attorneys in Polk County, Texas and the surrounding area. A copy of my resume is attached to this affidavit as "Appendix B".

11. "In my opinion, a reasonable fee for my services in this case is \$250.00 per hour. I base that opinion on the following factors:

(a) the time and labor required, the novelty and difficulty of the questions involved, and the skill required to perform the legal service properly: This case involves somewhat novel legal issues involving deed restrictions and whether or not they restrict a property owner to residential use and what residential use means. In a normal situation this would not be a very complicated legal issue, but the Defendants have alleged numerous frivolous affirmative defenses and counterclaims, and so Defendant has complicated this case and created more difficult legal issues than an ordinary breach of an agreement and permanent injunction case. Accordingly, the difficulty of the issues in this case warrant a fee of \$250.00 per hour. A fee of \$250.00 per hour is reasonable for my services in this matter because my experience will permit me to perform the legal services required in this case in an expeditious manner.

(b) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer: I am a solo practitioner and I have a very busy practice, and frequently have to turn down work opportunities because I do not have the time, in light of my other commitments, to perform the work required. Accordingly, I have had to put off other work to work on this case, and that could very well result in my having to turn down new work, as my schedule gets backed up.

(c) the fee customarily charged in the locality for similar legal services: I know that other lawyers who practice in the Polk County, Texas area with my experience level charge more than \$250.00 per hour. These attorneys do the same kind of work I do. Accordingly, I believe that \$250.00 per hour is a reasonable fee for my services in this case.

(d) the amount involved and the results obtained: At this point, I have no information indicating that this factor should increase or decrease the \$250.00 per hour rate for my work.

(e) the time limitations imposed by the client or by the circumstances: At this point, I have no information indicating that this factor should increase or decrease the \$250.00 per hour rate for my work.

(f) the nature and length of the professional relationship with the client: I have represented the Plaintiff in several matters since the 1990s. Because of this long term legal relationship, I have reduced my overall time and fees; however, this factor does not warrant increasing or decreasing the \$250.00 per hour rate.

(g) the experience, reputation, and ability of the lawyer or lawyers performing the services: I believe that my experience level and ability warrant a rate of \$250.00 per hour in this case. In my opinion I am a capable, careful and thorough lawyer, and I enjoy a good reputation with the lawyers for and against whom I practice, and the judges before whom I appear. I have handled scores of property owner association litigation in state courts.



including appellate work in the Courts of Appeal and at the Texas Supreme Court.

(h) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered: My fee is not contingent, so this factor does not warrant an increase in the \$250.00 per hour rate for my services.

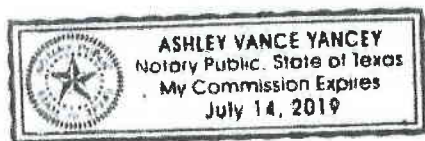
12. "It is my opinion that a reasonable and necessary legal fee for the work involved in researching, preparing and filing Plaintiff's Original Petition, and amending same, discovery propounded and responded to, work related to the research and responding to the affirmative defenses and counterclaims of Defendants, research, preparing and filing Plaintiff's Motion for Summary Judgment, responding to the anticipated response of Defendants to the motion for summary judgment, attending court hearing on the motion for summary judgment, and attending the hearing on Plaintiff's Motion for Summary Judgment which is being set for June 7, 2017, at 8:30 a.m., for a total legal fee of \$15,787.08.
13. "The attorney's fees and expenses that have been incurred by the Plaintiff is reasonable and customary fee for the work that is described above.
14. "The total legal fees in this lawsuit, through the hearing on this Motion for Summary Judgment is \$15,787.08. See Rule 1006 Summary, and Invoices showing itemization of legal time - Appendix C.
15. I will also handle any appeal from the final judgment in this case. If this case were appealed to the court of appeals, in my opinion it would require at least an additional 40 hours of work (\$10,000.00) for representation through appeal to the court of appeals; to prepare the brief and 10 hours (\$2,500.00) for oral arguments. I base this estimate on my experience handling appeals over the last 40 years. Through that experience, I have learned how long it takes to handle the various matters required to be performed during an appeal. This time would include work obtaining the appellate record, handling the necessary paperwork (notice of appeal, docketing statement, requests for the clerk's and reporter's record, mediation statement, etc.), reviewing and outlining the record, researching the law, drafting and filing the brief and (if I represent the appellant) reply brief, preparing for and attending oral argument; and drafting or responding to any post-submission brief or motion for rehearing. Thus, a reasonable attorney fee for my handling of an appeal through the court of appeals would be 50 hours, or a fee of \$12,500.00. Further, if the case were appealed to the Texas Supreme Court, I estimate that it would require another 50 hours of work (again, a very conservative estimate, given all the briefing required in the supreme court), which would be an additional \$12,500.00. This work would include drafting or responding to a petition for review, drafting a reply in support of petition for review (if I represent the petitioner), drafting or responding to a brief on the merits, drafting a reply brief on the merits (if I represent the petitioner), preparing for and attending oral argument in Austin, and drafting or responding to any post-submission brief or motion for rehearing, and is broken down as follows: (a) for representation at the petition for review stage in the Supreme Court of Texas - (20 hours) \$5,000.00; (b) for representation at the merits briefing stage in the Supreme

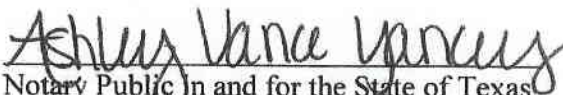
Court of Texas - (20 hours) \$5,000.00; and (c) for representation through oral argument and the completion of proceedings in the Supreme Court of Texas - (10 hours) \$2,500.00.

16. Of course, the amount of time I spend on this case will increase as the case proceeds, and the estimates of future work contained herein will be replaced by actual amount of time spent as I complete the projected tasks. But my opinion of the reasonable fee for my services will be \$250.00 per hour for all time actually spent working on the case, plus \$250.00 per hour for my reasonable estimates of the time that will be required to perform any future services, as indicated above.
17. Additionally, as set forth by the Plaintiff's Expense list, attached as "Appendix C", Plaintiff has incurred expenses of \$2,098.41, and all of these expenses were reasonable and necessary in the prosecution of this deed restriction violation lawsuit.
18. "Further, Affiant sayth not."

  
\_\_\_\_\_  
TRAVIS E. KITCHENS, JR.

SWORN TO AND SUBSCRIBED before me by the said TRAVIS E. KITCHENS, JR. on  
May 8, 2017, to certify which, witness my hand and seal of office.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**APPENDIX "A"**

NO. CV14,902WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.\*  
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IN THE DISTRICT COURT OF

VS.

SAN JACINTO COUNTY, TEXAS

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH258<sup>TH</sup> JUDICIAL DISTRICTINDEX TO PLAINTIFF'S EXHIBITSExhibitNo. DatePage Document

- |    |            |    |   |
|----|------------|----|---|
| 1. | 03/14/2016 | 1  | Agreed Final Judgment, No. CV13,946 - Waterwood Improvement Association, Inc. vs. George H. Russell and Suzanne B. Russell, 411 <sup>th</sup> Judicial District Court, San Jacinto County, Texas.                     |
| 2. | 08/24/2016 | 28 | Mediation Settlement Agreement, filed August 25, 2016, Cause No. CV14,606, George Russell and Universal Ethician Church v. Waterwood Improvement Association, Inc.  |
| 3. | 05/17/2004 | 34 | Management Certificate Pursuant to Section 209.004, Texas Property Code, filed Vol. 04-5955, pages 25748, et seq., Official Public Records of San Jacinto County, Texas.  |
| 4. | 07/26/1974 | 54 | Articles of Incorporation, Horizon Villages Improvement Association, Inc. July 26, 1973; Articles of Amendment to Articles of Incorporation changing name to Waterwood Improvement Association, Inc., March 16, 1973. |
| 5. | 04/14/1974 | 64 | General Warranty Deed and Declaration of Covenants, filed. Vol. 141, pages 802, et seq., Deed Records of San Jacinto County, Texas.   |



<u>Exhibit No.</u>	<u>Date</u>	<u>Page</u>	<u>Document</u>
6.	6/14/2011	76	Plaintiff's Original Petition, No. 13,114, <i>First Russell Lawsuit</i> <u>Exhibit:</u>
	02/13/1978	—	1 Plat for Parkway (not included)
	05/30/1979	93	2 Easement
	06/11/1979	95	3 Minutes of Commissioner's Court
	01/28/1983	102	4 Summary Judgment
	08/31/2000	108	5 Deed Without Warranty
	02/24/2004	111	6 General Warranty Deed
	07/22/2009	127	7 Agreement to Maintain Waterwood Parkway
	07/22/2009	136	8 Minutes of Commissioner's Court
	07/28/2009	180	9 July 28, 2009 Travis Kitchens' letter to George Russell
	June 2011	182	10 Photographs of offensive signs by Russell
7.	07/21/2011	184	Writ of Injunction and Order Granting Temporary Injunction
8.	11/17/2011	195	Memorandum Opinion, Ninth Court of Appeals, Beaumont
9.	07/14/2014	209	Plaintiff's Original Petition, No. CV13,946 ( <i>Second Russell Lawsuit</i> ) <u>Exhibits</u>
	06/20/2012	219	1 Agreed Final Judgment, <i>First Russell Lawsuit</i>
	05/22/2012	223	1A Mediation Settlement Agreement, <i>First Russell Lawsuit</i>
	06/20/2012	230	2 Agreement to Lease and Maintain Waterwood Parkway
	04/25/2014	259	3 Travis Kitchens' letter to Hans Barcus re issues
	05/14/2014	281	4 Travis Kitchens' email to Hans Barcus re 4/25 letter
	06/2/2014	283	5 WIA letter to Russells
	06/18/2014	291	6 Hans Barcus letter to Travis Kitchens
	06/19/2014	293	7 Travis Kitchens' letter to Hans Barcus with Russell emails
10.	06/17/2015	301	Agreed Order on Temporary Injunction, No. CV13,946 ( <i>Second Russell Lawsuit</i> )
11.	01/18/2016	307	Mediated Settlement Agreement, No. CV13,946 ( <i>Second Russell Lawsuit</i> )
12.	03/14/2016	312	Special Warranty Deed The Universal Ethician Church, (FM 980 Parkway - 24.73 acres), filed Item 20161415, pages 6403, et seq., Official Public Records of San Jacinto County, Texas



<u>Exhibit No.</u>	<u>Date</u>	<u>Page</u>	<u>Document</u>
13.	03/14/2016	320	Special Warranty Deed The Ethician Foundation, (Billboard tract - 0.127 acres and US 190 Parkway - 18.104 acres), filed Item 20161414, pages 6394, et seq., Official Public Records of San Jacinto County, Texas
14.	04/25/2016	330	Plaintiff's Original Petition filed by Russell and Universal Ethician Church, No. CV14,606 ( <i>Third Russell Lawsuit</i> )
15.	04/25/2016	341	WIA's Original Counterclaim, No. CV14,606 ( <i>Third Russell Lawsuit</i> )
16.	2015	400	Section 30.05, Texas Penal Code, Criminal Trespass
17.	08/30/2016	406	Email string August 30, 2016 through September 26, 2017
18.	09/27/2016	410	Letter to Clerk filing approved Joint Motion for Nonsuit and proposed Order on Joint Motion for Nonsuit
19.	09/23/2016	416	Email string September 23, 2016 to September 26, 2016
20.	09/2016	422	No Trespassing sign
21.	10/12/2016	424	Email string October 12, 2016 through October 19, 2016 re approval of No Trespassing sign
22.	10/2016	428	Drawing of Veterans Cemetery sign
23.	10/19/2016	430	Email string October 19, 2016 through October 25, 2016 to Mediator concerning Veterans Cemetery sign
24.	10/25/2016	434	Email string October 25, 2016 through November 7, 2016 to Russell concerning Veterans Cemetery sign
25.	11/2/2016	437	Email November 2, 2016 and Invoice concerning Veterans Cemetery sign
26.	11/10/2016	440	Travis Kitchens letter to Russell concerning Invoice for cemetery sign
27.	11/17/2016	443	Email and letter to Russell and Mediator concerning lack of response from Russell re Veterans Cemetery sign

<u>Exhibit No.</u>	<u>Date</u>	<u>Page</u>	<u>Document</u>
28.	11/30/2016	447	Email November 30, 2016 to Russell with revised Invoice concerning Veterans Cemetery sign reflecting sign in wrought iron and letters comparable to the size of the letters on the current sign, with follow up email December 5, 2016.
29.	12/10/2016	452	Email from Russell "Memo For Record"
30.	12/15/2016	456	Email from Russell "WIA back stabbing"
31.	12/26/2016	459	Email from Russell "Sad Christmas"
32.	12/28/2016	462	Email from Russell "Pervasive Trespass"
33.	02/08/2017	465	Email from Russell "Breach of Contract by WIA" and February 8, 2017 attachment "Illegal and Invalid Sign Agreement"
34.	02/22/2017	469	Photographs (5) of Painted Trees on Waterwood Parkway (filed with Plaintiff's Original Petition on February 23, 2017)
35.	02/22-23/2017	475	Photographs (15) of Painted Trees on Waterwood Parkway and Waterwood Streets
36.	02/23/2017	499	Photographs (3) taken by John Charlton
37.	02/23/2017	503	Affidavit of Thomas C. Readal (filed with Plaintiff's Original Petition on February 23, 2017)
38.	02/23/2017	506	Affidavit of Joe Moore (filed with Plaintiff's Original Petition on February 23, 2017)
39.	02/23/2017	509	Plaintiff's Original Petition (less Exhibits) filed 12:30 p.m.
40.	02/23/2017	521	Temporary Restraining Order signed at 1:45 p.m. and filed at 2:20 p.m.
41.	02/23/2017	525	Email from Russell timed 2:33 p.m.
42.	02/23/2017	527	Returned Citation showing service of Original Petition and TRO on Russell at 5:30 p.m.

43.	02/23/2017	532	Email string from Russell timed 8:09 p.m. through 11:00 p.m.
		533	1. 8:09 p.m.: "BREACH OF CONTRACT BY WIA"
		534	2. 9:09 p.m.: "TEXAS DISCIPLINARY RULES OF"
		535	3. 10:34 p.m.: "elder abuse texas law"
		536	4. 10:39 p.m.: "Part and Party"
		536	5. 10:42 p.m.: "Part and Party"
		537	6. 10:52 p.m.: "WHY cant we be friend?"
		537	7. 11:00 p.m.: "WHY cant we be friend?"
44.	03/7/2017	538	Defendant George Russell's Original Answer, Counterclaim and Request for Disclosure
	03/20/2017	543	Defendant, Universal Ethician Church's Original Answer, Counterclaim, and Request for Disclosure
45.	03/10/2017	547	Affidavit of Joe Moore (filed with Plaintiff's First Amended Petition on March 20, 2017)
46.	04/13/2017	551	Defendant, George H. Russell's Answers to Plaintiff's Corrected First Set of Interrogatories, with
		556	Plaintiff's Exhibit 7 - Photograph of Mike Zeltner painting signs on trees
47.	04/13/2017	557	Defendants' Response to Plaintiff's Request for Disclosure
48.	2017	566	Merriam-Webster and Free Dictionary definitions of "Sign"
49.	05/8/2017	571	Affidavit of Thomas C. Readal
50.	05/8/2017	579	Affidavit of John Charlton
51.	05/8/2017	584	Affidavit of Joe Moore
52.	05/8/2017	590	Affidavit of Travis E. Kitchens, Jr.

NO. CV14,902

WATERWOOD IMPROVEMENT  
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VS.

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**APPENDIX "B"**

# TRAVIS E. KITCHENS, JR.

## LAWYER

Physical address: 14330 US Highway 190 West  
 Mailing address: P. O. Box 1629  
 Onalaska, Texas 77360

Email address: tklaw1@eastex.net  
 Phone: (936) 646-6970  
 Fax: (936) 646-6971

[www.traviskitchenslawoffice.com](http://www.traviskitchenslawoffice.com)

### Resume of Travis E. Kitchens, Jr. (2017)

**Born:** May 26, 1952 - Connally Air Force Base, Waco, Texas

**Residence:** Trinity County, Texas since April 1978

**Public School:** attended public schools in Harlingen, Texas; Fair Oaks California; Robins, Georgia; Kincheloe AFB, Michigan; and Robinson (Waco), Texas; graduated May 1970 from Robinson High School, Waco, Texas

**College:** attended University of Texas (Austin), McLennan Community College, Baylor University (majored in music, political science, criminology - admitted to Baylor Law School Spring 1975 without degree)

**Law School:** Baylor Law School - received Juris Doctor degree May 12, 1977

**Admitted to State Bar of Texas:** November 11, 1977

**Court Admitted to:** all State Courts of Texas (1977); United States District Courts, Eastern District of Texas (1980), Southern District of Texas (1987); United States District Court of Appeals, Fifth Circuit (1981); United States Supreme Court (1983)

### Professional and Legal Experience:

Texas Youth Council, Gatesville, Texas (1975: Youth Activity Supervisor I)

Methodist Home Children's Psychiatric Hospital, Waco, Texas, (1976: In-patient Wing Activity Assistant)

Private practice in Waco, Texas; November 11, 1977 to April 1978

Assistant District Attorney, 258<sup>th</sup> Judicial District (Polk, Trinity & San Jacinto Counties); April 1978- October 1981

Partner, Evans and Kitchens, LLP, Lawyers, Groveton, Texas; November 1, 1981 to December 31, 2010

Private practice, Onalaska, Texas - Travis E. Kitchens, Jr., Lawyer; (January 1, 2011 to current)

### Professional Associations & Memberships:

State Bar of Texas, 1977 - current

Bar Association of the Fifth Federal Circuit

Texas Criminal Defense Lawyers Association 1975 - 1978

Texas District and County Attorney's Association 1978 - 1981

Texas Criminal Defense Lawyers Association 1981 - current

Founding Director of Polk County Criminal Defense Lawyers Association 2012 - current

State Bar of Texas Grievance Committee, District 2-C 1987 - 1993

Texas Bar Foundation, elected 2009

### Writings and Publications:

*The Effects of Morales v. Turman on the Texas Youth Council*, Baylor Law School, (unpublished) 1976

*The Survival of Major Kitchens*, copyright 1984 (unpublished)

*Shout the House - The Life and Times of the Famous Soul Stirrers*, written by S. R. Crain and Kath Hurren, edited by Travis E. Kitchens, Jr. copyright 1989 (unpublished)

*The ABCs of POAs in the 21<sup>st</sup> Century*, copyright 2001-2016

NO. CV14,902

WATERWOOD IMPROVEMENT  
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GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**APPENDIX "C"**



**NO. CV14,902**

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

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IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**RULE 1006 SUMMARY OF ATTORNEY FEES THROUGH MAY 8, 2017**

**ATTORNEY FEES:**

<u>DATE</u>	<u>INVOICE #</u>	<u>TOTAL HOURS</u>	<u>TOTAL FEES</u>	<u>REDUCTION</u>	<u>NET FEES</u>
03/16/17	4700	18.40	\$ 4,600.00	\$ 535.42	\$ 4,064.58
05/02/17	4741	40.20	\$10,050.00	\$1,762.50	\$ 8,287.50
<u>05/08/17</u>	<u>4745</u>	<u>32.80</u>	<u>\$ 8,200.00</u>	<u>\$4,765.00</u>	<u>\$ 3,435.00</u>
<b>TOTAL</b>		<b>91.40</b>	<b>\$22,850.00</b>	<b>\$7,062.92</b>	<b>\$15,787.08</b>

**EXPENSE FEES:**

<u>DATE</u>	<u>INVOICE#</u>	<u>TOTAL FEES</u>
03/16/17	4701	\$1,504.43
05/02/17	4742	\$ 28.98
<u>05/08/17</u>	<u>4746</u>	<u>\$ 565.00</u>
<b>TOTAL</b>		<b>\$2,098.41</b>

715

Travis E. Kitchens, Jr.  
14330 US Hwy 190 West  
P.O. Box 1629  
Onalaska, TX 77360  
(936)646-6970  
tklaw1@eastex.net

# Invoice

**PAID**  
3-24-17

✓# 6350/6363

**BILL TO**  
Waterwood Improvement  
Association  
Attorney Fees - WIA v. Russell  
Attn: Joe Moore  
62 Waterwood  
Huntsville, Tx 77320

<b>INVOICE #</b>	<b>DATE</b>	<b>TOTAL DUE</b>	<b>DUE DATE</b>	<b>TERMS</b>	<b>ENCLOSED</b>
4700	03/16/2017	\$535.41	03/16/2017	Due on receipt	\$535.41

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Charges</b>			
01/29/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] (4:37 pm)	0.20	250.00	50.00
01/29/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] (5:37 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: Russell pictures (11:44 am)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] Re: Russell pictures (12:46 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] Re: Russell pictures (2:58 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] Re: Russell pictures (3:08 pm)	0.20	250.00	50.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/22/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Cc: [REDACTED] [REDACTED] - Re: Russell pictures (4:16 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Russell pictures (3:54 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Russell pictures (4:07 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Cc: [REDACTED] [REDACTED] - Re: Russell pictures (4:32 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Russell pictures (6:03 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Russell pictures (5:34 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Re: Russell pictures (5:59 pm)	0.20	250.00	50.00
02/22/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Russell pictures (7:01 pm)	0.20	250.00	50.00
02/23/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk - Re: Filing of the Setting Request. Cc: Client	0.20	250.00	50.00
02/23/2017	<b>Preparation Of</b> Preparation of Setting Request - Hearing on Plaintiff's Original Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment; Notice of Hearing to Show Cause, Temporary Restraining Order and Order Setting Hearing for Temporary Orders on March 15, 2016 @ 9:00 am	0.30	250.00	75.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/23/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk - Re: Filing of Plaintiff's Original Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment; and Notice of Hearing to Show Cause, Temporary Restraining Order and Order Setting Hearing for Temporary Orders; Request to Issue citation to George Russell. Cc: Client	0.20	250.00	50.00
02/23/2017	<b>Preparation Of</b> Preparation of Plaintiff's Original Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment	1	250.00	250.00
02/23/2017	<b>Preparation Of</b> Preparation of Index to Plaintiff's Original Petition Exhibits; Preparation of Affidavit of Thomas Readal; Preparation of Affidavit of Joe Moore; Preparation of Affidavit of Travis E. Kitchens, Jr.	0.50	250.00	125.00
02/23/2017	<b>Preparation Of</b> Preparation of Notice of Hearing to Show Cause, Temporary Restraining Order and Order Setting Hearing for Temporary Orders	1	250.00	250.00
02/23/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk - Re: Filing of the Notice of Hearing to Show Cause, Temporary Restraining Order and Order Setting Hearing for Temporary Orders; Enclosing check # 6266 in the amount of \$1,000.00 for bond fee. Cc: Client	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] - Cc: [REDACTED] Re: Russell pictures (5:49 am)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] - Cc: [REDACTED] Re: WIA v Russell (8:25 am)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: WIA v Russell (7:43 am)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: Russell pictures (7:15 am)	0.20	250.00	50.00



DATE	ACTIVITY	QTY	RATE	AMOUNT
02/23/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - C [REDACTED] [REDACTED] attachments - Re: Russell pictures (9:01 am)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Trees being painted (11:23 am)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: Fw: Stalking and harassment (3:23 pm)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence from George Russell - Re: elder abuse texas law - Google Search (10:34 pm)	0.20	250.00	50.00
02/24/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk - Re: Filing of the Return Citation for Personal Service - George Russell; and Return Temporary Restraining Order - George Russell. Cc: Client	0.20	250.00	50.00
02/24/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: [REDACTED] [REDACTED] (5:39 am); Email correspondence to [REDACTED] with attachments - Re: [REDACTED] [REDACTED] (10:16 am)	0.20	250.00	50.00
02/24/2017	<b>Email Correspondence</b> Email correspondence to Hans Barcus - Re: Fw: elder abuse texas law - Google Search (5:16 am)	0.20	250.00	50.00
02/24/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED]; [REDACTED] [REDACTED] - Re: Fw: elder abuse texas law - Google Search (5:19 am)	0.20	250.00	50.00
02/24/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: Fw: BREACH OF CONTRACT BY WIA (7:39 am)	0.20	250.00	50.00
02/26/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Painting county trees (10:01 pm)	0.20	250.00	50.00
02/27/2017	<b>Receipt &amp; Review of</b> Receipt and review of Notice of Hearing set for March 15, 2017 @ 8:30 am	0.20	250.00	50.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/27/2017	<b>Email Correspondence</b> Email correspondence from Lanny Ray - Re: WIA v. Russell (5:22 pm)	0.20	250.00	50.00
02/28/2017	<b>Email Correspondence</b> Email correspondence to Lanny Ray - Cc: Rosa; Hans Barcus - Re: WIA v. Russell (8:16 am)	0.20	250.00	50.00
02/28/2017	<b>Email Correspondence</b> Email correspondence from Lanny Ray - Re: WIA v. Russell (1:09 pm)	0.20	250.00	50.00
02/28/2017	<b>Email Correspondence</b> Email correspondence to Lanny Ray - Cc: Rosa; Hans Barcus - Re: WIA v. Russell (2:06 pm)	0.20	250.00	50.00
02/28/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Re: Fw: WIA v. Russell (3:13 pm)	0.20	250.00	50.00
03/02/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: WIA v. Russell (10:46 am)	0.20	250.00	50.00
03/02/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: WIA v. Russell (9:46 am)	0.20	250.00	50.00
03/08/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Installation of Waterwood entrance sign (9:45 am)	0.20	250.00	50.00
03/09/2017	<b>Preparation Of</b> Preparation of Amended Petition and Affidavit of [REDACTED] Rule 11 Agreement	1.50	250.00	375.00
03/09/2017	<b>Receipt &amp; Review of</b> Receipt and review of Defendant, George H. Russell's Original Answer, Counterclaim, and Request for Disclosure from Hans Barcus	0.30	250.00	75.00
03/09/2017	<b>Preparation Of</b> Preparation of Plaintiff's Request for Disclosure to Defendant's	0.50	250.00	125.00
03/09/2017	<b>Letter To</b> Letter to Hans Barcus (Via Fax) - Re: Enclosing Plaintiff's Request for Disclosure to Defendant's. Cc: San Jacinto County District Clerk (Via E- File); Client	0.20	250.00	50.00
03/09/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] Re: Russell Situation (11:52 am)	0.20	250.00	50.00

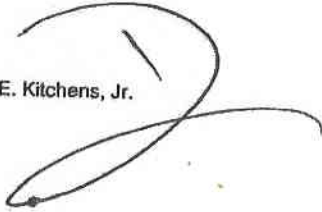


DATE	ACTIVITY	QTY	RATE	AMOUNT
03/09/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED]	0.20	250.00	50.00
03/10/2017	Re: WIA v Russell (7:37 pm) <b>Preparation Of</b> Preparation of Plaintiff's First Set of Interrogatories to George H. Russell; Plaintiff's First Request for Production	1.50	250.00	375.00
03/10/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk (Via E-File) - Re: Plaintiff's First Amended Original Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment. Cc: Hans Barcus (Via E- File); Client	0.20	250.00	50.00
03/10/2017	<b>Preparation Of</b> Preparation of Plaintiff's First Amended Original Petition for Enforcement by Contempt, for Injunctive Relief and Declaratory Judgment	0.50	250.00	125.00
03/10/2017	<b>Preparation Of</b> Preparation of Waterwood Improvement Association Inc.'s Certificate of Written Discovery Directed to Defendant	0.50	250.00	125.00
03/10/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk (Via E-File) - Re: Filing of Certificate of Written Discovery. Cc: Hans Barcus (Via E-File); Client	0.20	250.00	50.00
03/10/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk (Via E-File) - Re: Rule 11 Agreement. Cc: Hans Barcus (Via E- File); Client	0.20	250.00	50.00
03/10/2017	<b>Letter To</b> Letter to Hans Barcus (Via Email) - Re: Proposed Rule 11 Agreement resetting the hearing on the TRO from March 15, 2017 to April 12, 2017	0.20	250.00	50.00
03/10/2017	<b>Letter To</b> Letter to Hans Barcus (Via Fax & Email) - Re: Enclosing Plaintiff's First Request for Production to George H. Russell; Plaintiff's First Set of Interrogatories to George H. Russell; and Certificate of Written Discovery. Cc: San Jacinto County District Clerk (Via E-File); Client	0.20	250.00	50.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/10/2017	<b>Email Correspondence</b> Email correspondence to Rosa; Hans Barcus with attachments - Re: CV 14,901; WIA v Russell (4:54 pm)	0.20	250.00	50.00
03/13/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED]; [REDACTED] - Re: CV 14,902; WIA v. Russell (8:40 am)	0.20	250.00	50.00
03/13/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: CV 14,902; WIA v. Russell (1:51 pm)	0.20	250.00	50.00
03/13/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: CV 14,902; WIA v Russell (9:58 pm)	0.20	250.00	50.00
03/14/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] - Re: CV 14,902; WIA v Russell (5:40 am)	0.20	250.00	50.00
03/15/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: WIA v. Russell (10:30 am)	0.20	250.00	50.00
	<b>Subtotal: Charges</b>			4,600.00
	<b>Credits</b>			
01/18/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees - Ck # 6138	-1	29.17	-29.17
02/23/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees for retainer - Ck # 6264	-1	1,000.00	-1,000.00
02/23/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees for retainer - Ck # 6265	-1	1,000.00	-1,000.00
02/23/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees for retainer - Ck # 6248	-1	1,000.00	-1,000.00
02/27/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees for retainer - Ck # 6275	-1	500.00	-500.00
03/16/2017	<b>Attorney Fee Reduction</b> Reduced Attorney Fees	-1	535.42	-535.42

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Subtotal:</b>			-4,064.59
Thank you,		<b>BALANCE DUE</b>		<b>\$535.41</b>

Travis E. Kitchens, Jr.



Travis E. Kitchens, Jr.  
 14330 US Hwy 190 West  
 P.O. Box 1629  
 Onalaska, TX 77360  
 (936)646-6970  
 tklaw1@eastex.net

## Invoice

PAID  
5-5-17

✓# 6465  
 6468  
 6474  
 6489

BILL TO  
 Waterwood Improvement  
 Association  
 Attorney Fees - WIA v. Russell  
 Attn: Joe Moore  
 62 Waterwood  
 Huntsville, Tx 77320

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4741	05/02/2017	\$5,287.50	05/02/2017	Due on receipt	\$5287.50

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Charges</b>			
02/23/2017	<b>Email Correspondence</b> Email correspondence from George Russell - Re: TEXAS DISCIPLINARY RULES OF - Template.cfm (9:09 pm)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence from Joe Moore - Re: BREACH OF CONTRACT BY WIA (8:22 pm)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] - Cc: [REDACTED] - Re: WIA v Russell (7:36 pm)	0.20	250.00	50.00
02/23/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: BREACH OF CONTRACT BY WIA (9:33 pm)	0.20	250.00	50.00
02/24/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: Russell Situation (11:52 am)	0.20	250.00	50.00
02/27/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: Emailing: WIA - Defining sign (5:18 pm)	0.20	250.00	50.00



DATE	ACTIVITY	QTY	RATE	AMOUNT
02/28/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Re: Emailing: WIA - defining sign (5:50 am)	0.20	250.00	50.00
03/14/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Re: CV14,902; WIA v. Russell (5:40 am)	0.20	250.00	50.00
03/14/2017	<b>Letter To</b> Letter to Hans Barcus (Via Fax & Email) - Re: Enclosing Plaintiff's Corrected First Set of Interrogatories to George H. Russell. Cc: Client	0.20	250.00	50.00
03/14/2017	<b>Preparation Of</b> Preparation of Plaintiff's Corrected First Set of Interrogatories to George H. Russell	0.50	250.00	125.00
03/20/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] Re: [REDACTED] (3:58 pm)	0.20	250.00	50.00
03/20/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: [REDACTED] [REDACTED] (9:43 pm)	0.20	250.00	50.00
03/21/2017	<b>Letter To</b> Letter to Hans Barcus (Via Fax & Email) - Re: Enclosing Plaintiff's Request for Disclosure to Universal Ethician Church; and Certificate of Written Discovery. Cc: San Jacinto County District Clerk (Via E-File); Client	0.20	250.00	50.00
03/21/2017	<b>Preparation Of</b> Preparation of Plaintiff's Request for Disclosure to Defendant's; Waterwood Improvement Association Inc.'s Certificate of Written Discovery Directed to Defendant	0.50	250.00	125.00
03/21/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk (Via E-File) - Re: Filing of Certificate of Written Discovery. Cc: Hans Barcus (Via E-File); Client	0.20	250.00	50.00
04/07/2017	<b>Letter To</b> Letter to Hans Barcus (Via Email) - Re: Rule 11 Agreement - resetting hearing on the TRO from April 12, 2017 to May 24, 2017	0.20	250.00	50.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/07/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: Fw: Latrobe- Parkway to Pine Valley Loop (3:18 pm)	0.20	250.00	50.00
04/07/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: Fw: Doral just after Augusta east side (3:18 pm)	0.20	250.00	50.00
04/07/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: Fw: Parkway outbound Latrobe to 980 (3:19 pm)	0.20	250.00	50.00
04/07/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: Parkway inbound 980 to WIA office (3:19 pm)	0.20	250.00	50.00
04/07/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: Fw: Parkway inbound across from old club house (3:19 pm)	0.20	250.00	50.00
04/07/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: Fw: Latrobe - Doral to LaJolla (3:27 pm)	0.20	250.00	50.00
04/07/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] with attachments - Re: Fw: Latrobe about 1/2 way down (3:28 pm)	0.20	250.00	50.00
04/07/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - [REDACTED] Cc: [REDACTED] Re: Russell pictures (5:30 pm)	0.20	250.00	50.00
04/09/2017	<b>Conference with</b> Conference with Client(s) (2:00 pm)	1	250.00	250.00
04/09/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: Russell pictures (2:52 pm)	0.20	250.00	50.00
04/09/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] Re: Russell pictures (5:01 pm)	0.20	250.00	50.00
04/09/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] Re: Russell pictures (10:26 pm)	0.20	250.00	50.00



DATE	ACTIVITY	QTY	RATE	AMOUNT
04/11/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk (Via E-File) - Re: Rule 11 Agreement. Cc: Hans Barcus (Via E-File); Client	0.20	250.00	50.00
04/11/2017	<b>Phone call</b> Phone call from Rosa with Hans Barcus Office - Re: Confirming hearing for April 12, 2017 has been reset to May 24, 2017 (10:00 am); Returned call to Rosa - Re: Advised reset date is June 7, 2017	0.20	250.00	50.00
04/13/2017	<b>Receipt &amp; Review of</b> Receipt and review of letter from Rosa Salgado for Hans Barcus - Re: Enclosing Defendant's Response to Plaintiff's Request for Disclosure; and Defendant, George Russell's Response to Plaintiff's Request for Production	0.20	250.00	50.00
04/14/2017	<b>Email Correspondence</b> Email correspondence to Joe Moore, Thomas Readal, Earl McVay, John Charlton with attachments - Re: WIA v. Russell (10:50 am)	0.20	250.00	50.00
04/17/2017	<b>Receipt &amp; Review of</b> Receipt and review of letter from Hans Barcus - Re: Enclosing Defendant George H. Russell's Answers to Plaintiff's Corrected First Set of Interrogatories	0.20	250.00	50.00
04/21/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] - Re: Fw: [REDACTED] (7:44 am)	0.20	250.00	50.00
04/28/2017	<b>Letter To</b> Letter to Hans Barcus (Via Fax & Email) - Re: Enclosing Plaintiff's Response to Defendant's Request for Disclosure; and Certificate of Written Discovery. Cc: San Jacinto County District Clerk; Client	0.20	250.00	50.00
04/28/2017	<b>Preparation Of</b> Preparation of Waterwood Improvement Association Inc.'s Certificate of Written Discovery Directed to Defendant; Plaintiff's Response to Defendant's Request for Disclosure	1	250.00	250.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/28/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk (Via E-File) - Re: Filing of Certificate of Written Discovery. Cc: Hans Barcus (Via E-File); Client	0.20	250.00	50.00
04/28/2017	<b>Email Correspondence</b> Email correspondence to Hans Barcus; Rosa with attachments - Re: CV14902: WIA v Russell and UEC (11:30 am)	0.20	250.00	50.00
04/28/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] [REDACTED] with attachments - Re: CV14,902; WIA v Russell and UEC (12:27 pm)	0.20	250.00	50.00
04/28/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] [REDACTED] - Re: CV14,902; WIA v. Russell and UEC (1:27 pm)	0.20	250.00	50.00
04/28/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: CV14,902; WIA v. Russell and UEC (8:47 pm)	0.20	250.00	50.00
04/29/2017	<b>Work On</b> Work on preparation of Plaintiff's Second Amended Petition, Work on preparation of Plaintiff's Motion for Summary Judgment, Research and organization of exhibits, Work on Exhibits Index (7:00 am - 3:00 pm and 5:00 pm - 10:00 pm)	13	250.00	3,250.00
04/29/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] [REDACTED] Re: CV14,902; WIA v. Russell and UEC (10:50 am)	0.20	250.00	50.00
04/29/2017	<b>Email Correspondence</b> Email correspondence to Lanny Ray, Hans Barcus - Re: Plaintiff's Response to Request for Disclosure (11:29 am)	0.20	250.00	50.00
04/29/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] [REDACTED] attachments - Re: Fw: Plaintiff's Response to Request for Disclosure (11:31 am)	0.20	250.00	50.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/30/2017	<b>Work On</b> Work on preparation of Plaintiff's Second Amended Petition, Work on preparation of Plaintiff's Motion for Summary Judgment, Research and organization of exhibits, Work on Exhibits Index (6:00 am - 1:00 pm and 3:00 pm - 7:00 pm)	11	250.00	2,750.00
04/30/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] on with attachments - Re: Plaintiff's Second Amended Petition plus (6:48 pm)	0.20	250.00	50.00
05/01/2017	<b>Letter To</b> Letter to Hans Barcus (Via Fax & Email) - Re: Enclosing Plaintiff's Corrected Response to Defendant's Request for Disclosure; and Certificate of Written Discovery. Cc: San Jacinto County District Clerk (Via E-File); Client	0.20	250.00	50.00
05/01/2017	<b>Letter To</b> Letter to San Jacinto County District Clerk (Via E-File) - Re: Filing of Corrected Certificate of Written Discovery. Cc: Hans Barcus (Via E-File); Client	0.20	250.00	50.00
05/01/2017	<b>Revision Of</b> Revision of Plaintiff's Corrected Response to Defendant's Request for Disclosure; Waterwood Improvement Association Inc.'s Certificate of Written Discovery Directed to Defendant	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence to Hans Barcus, Lanny Ray with attachments - Re: CV14,902; WIA v Russell and UEC (8:21 am)	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] attachments - Re: CV14,902; WIA v Russell and UEC (8:24 am)	0.20	250.00	50.00
05/01/2017	<b>Work On</b> Work on preparation of Plaintiff's Motion for Summary Judgement, Research and organization of exhibits, Work on Exhibits	4	250.00	1,000.00
	<b>Subtotal: Charges</b>			10,050.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Credits</b>			
03/24/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees - Ck # 6366	-1	500.00	-500.00
03/27/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees - Ck # 6368	-1	500.00	-500.00
03/31/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees - Ck # 6397	-1	2,000.00	-2,000.00
05/02/2017	<b>Attorney Fee Reduction</b> Reduced Attorney Fees 25%	-1	1,762.50	-1,762.50
	<b>Subtotal:</b>			-4,762.50
			<b>BALANCE DUE</b>	<b>\$5,287.50</b>

Thank you,

Travis E. Kitchens, Jr.



Travis E. Kitchens, Jr.  
 14330 US Hwy 190 West  
 P.O. Box 1629  
 Onalaska, TX 77360  
 (936)646-6970  
 tklaw1@eastex.net

# Invoice

**BILL TO**  
 Waterwood Improvement  
 Association  
 Attorney Fees - WIA v. Russell  
 Attn: Joe Moore  
 62 Waterwood  
 Huntsville, Tx 77320

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4745	05/08/2017	\$0.00	05/08/2017	Due on receipt	

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Charges</b>			
05/01/2017	<b>Letter To</b> Letter to San Jacinto County Clerk (Fax) - Re: Written request for certified copies. Cc: Client	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED]	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] Re: CV14,902; WIA v. Russell and UEC (3:52 pm)	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] Re: CV14,902; WIA v. Russell and UEC (8:52 pm)	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] Re: CV14,902; WIA v. Russell and UEC (10:29 pm)	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] Re: CV14902; WIA v. Russell and UEC (9:52 am)	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] Re: Requested WIA documents (11:43 am)	0.20	250.00	50.00



DATE	ACTIVITY	QTY	RATE	AMOUNT
05/01/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] (12:52 pm)	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] (2:26 pm)	0.20	250.00	50.00
05/01/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] (2:56 pm)	0.20	250.00	50.00
05/02/2017	<b>Work On</b> Work on Motion for Summary Judgment; Second Amended Petition; and Exhibits	2.50	250.00	625.00
05/02/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: CV14,902; WIA v. Russell and UEC (10:18 am)	0.20	250.00	50.00
05/03/2017	<b>Work On</b> Work on Motion for Summary Judgment; Second Amended Petition; and Exhibits	3	250.00	750.00
05/03/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] with attachments - Re: CV14,902; WIA v. Russell and UEC (12:35 pm)	0.20	250.00	50.00
05/03/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] with attachments - Re: CV14,902; WIA v. Russell and UEC (3:10 pm)	0.20	250.00	50.00
05/03/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] with attachments - Re: CV14,902; WIA v. Russell and UEC (3:48 pm)	0.20	250.00	50.00
05/03/2017	<b>Email Correspondence</b> Email correspondence from [REDACTED] [REDACTED] - Re: CV14,902; WIA v. Russell and UEC (4:54 pm)	0.20	250.00	50.00
05/04/2017	<b>Research</b> Research on Affirmative Defenses and Counterclaim; Work on Motion for Summary Judgment, and Affidavits	4	250.00	1,000.00
05/04/2017	<b>Email Correspondence</b> Email correspondence to Hans Barcus; Lanny Ray - Re: WIA v. Russell - Inadvertent Disclosure (7:42 am)	0.20	250.00	50.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/04/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Re: Fw: WIA v. Russell - Inadvertent Disclosure (7:45 am)	0.20	250.00	50.00
05/05/2017	<b>Research</b> Research on Affirmative Defenses and Counterclaim; Work on Motion for Summary Judgment, and Affidavits	6	250.00	1,500.00
05/05/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Re: Fw: Thomas Nelson, 888 [REDACTED] attachments - Re: CV14,902; WIA v. Russell and UEC (11:06 am)	0.20	250.00	50.00
05/05/2017	<b>Email Correspondence</b> Email correspondence from J. [REDACTED] - Re: CV14,902; WIA v. Russell and UEC (1:48 pm)	0.20	250.00	50.00
05/05/2017	<b>Email Correspondence</b> Email correspondence to [REDACTED] [REDACTED] - Re: CV14,902; WIA v. Russell and UEC (2:08 pm)	0.20	250.00	50.00
05/06/2017	<b>Work On</b> Work on finalizing preparation of Second Amended Petition, Affidavits and Proposed Order	3	250.00	750.00
05/07/2017	<b>Work On</b> Work on on preparation of Motion for Summary Judgment; Affidavits; Research; Proposed Order Granting Motion for Summary Judgment	3.50	250.00	875.00
05/08/2017	<b>Completion of</b> Completion of preparation of Second Amended Petition, Affidavits, Motion for Summary Judgment, proposed Order; Filing letter re: Second Amended Petition, MSJ, and Order	4	250.00	1,000.00
06/07/2017	<b>Court Hearing</b> Prepared for and attended Court hearing - TRO (8:30 am)	3	250.00	750.00
	<b>Subtotal: Charges</b>			8,200.00
	<b>Credits</b>			
05/08/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees - Ck # 6491	-1	2,000.00	-2,000.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/08/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees - Ck # 6493	-1	1,000.00	-1,000.00
05/08/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees - Ck # 6489 (Split Check - \$1,787.50 to invoice # 4741 & \$212.50 to attorney fees)	-1	212.50	-212.50
05/08/2017	<b>Payment</b> Payment - Transferred from expense account to attorney fees - Ck # 6500	-1	222.50	-222.50
05/08/2017	<b>Attorney Fee Reduction</b> Reduced Attorney Fees	-1	4,765.00	-4,765.00
	<b>Subtotal:</b>			-8,200.00
	<b>BALANCE DUE</b>			<b>\$0.00</b>

Thank you,


  
Travis E. Kitchens, Jr.

NO. CV14,902

WATERWOOD IMPROVEMENT  
ASSOCIATION, INC.

VS.

GEORGE H. RUSSELL and  
UNIVERSAL ETHICIAN CHURCH

\*  
\*  
\*  
\*  
\*  
\*

IN THE DISTRICT COURT OF

SAN JACINTO COUNTY, TEXAS

258<sup>TH</sup> JUDICIAL DISTRICT

**APPENDIX "B"**

**GOVERNMENT CODE \* TITLE 2. JUDICIAL BRANCH****SUBTITLE A. COURTS \* CHAPTER 21. GENERAL PROVISIONS****Sec. 21.001. INHERENT POWER AND DUTY OF COURTS.**

- (a) A court has all powers necessary for the exercise of its jurisdiction and the enforcement of its lawful orders, including authority to issue the writs and orders necessary or proper in aid of its jurisdiction.
- (b) A court shall require that proceedings be conducted with dignity and in an orderly and expeditious manner and control the proceedings so that justice is done.
- (c) During a court proceeding a judge may not request that a person remove an item of religious apparel unless:
  - (1) a party in the proceeding objects to the wearing of the apparel; and
  - (2) the judge concludes that the wearing of the apparel will interfere with:
    - (A) the objecting party's right to a fair hearing; or
    - (B) the proper administration of justice; and
  - (3) no reasonable alternative exists under which the judge may:
    - (A) assure a fair hearing; and
    - (B) protect the fair administration of justice.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1997, 75th Leg., ch. 54, Sec. 1, eff. Sept. 1, 1997.

**Sec. 21.002. CONTEMPT OF COURT.**

- (a) Except as provided by Subsection (g), a court may punish for contempt.
- (b) The punishment for contempt of a court other than a justice court or municipal court is a fine of not more than \$500 or confinement in the county jail for not more than six months, or both such a fine and confinement in jail.
- (c) The punishment for contempt of a justice court or municipal court is a fine of not more than \$100 or confinement in the county or city jail for not more than three days, or both such a fine and confinement in jail.
- (d) An officer of a court who is held in contempt by a trial court shall, on proper motion filed in the offended court, be released on his own personal recognizance pending a determination of his guilt or innocence. The presiding judge of the administrative judicial region in which the alleged contempt occurred shall assign a judge who is subject to



assignment by the presiding judge other than the judge of the offended court to determine the guilt or innocence of the officer of the court.

- (e) Except as provided by Subsection (h), this section does not affect a court's power to confine a contemner to compel the contemner to obey a court order.
- (f) Article 42.033, Code of Criminal Procedure, and Chapter 157, Family Code, apply when a person is punished by confinement for contempt of court for disobedience of a court order to make periodic payments for the support of a child. Subsection (h) does not apply to that person.
- (g) A court may not punish by contempt an employee or an agency or institution of this state for failure to initiate any program or to perform a statutory duty related to that program:
  - (1) if the legislature has not specifically and adequately funded the program; or
  - (2) until a reasonable time has passed to allow implementation of a program specifically and adequately funded by the legislature.
- (h) Notwithstanding any other law, a person may not be confined for contempt of court longer than:
  - (1) 18 months, including three or more periods of confinement for contempt arising out of the same matter that equal a cumulative total of 18 months, if the confinement is for criminal contempt; or
  - (2) the lesser of 18 months or the period from the date of confinement to the date the person complies with the court order that was the basis of the finding of contempt, if the confinement is for civil contempt.

Acts 1985, 69th Leg., ch. 480, Sec. 1, eff. Sept. 1, 1985. Amended by Acts 1989, 71st Leg., ch. 2, Sec. 8.44(1), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 560, Sec. 1, eff. June 14, 1989; Acts 1989, 71st Leg., ch. 646, Sec. 1, eff. Aug. 28, 1989; Acts 1989, 71st Leg., 1st C.S., ch. 25, Sec. 34, eff. Nov. 1, 1989; Acts 1995, 74th Leg., ch. 262, Sec. 87, eff. Jan. 1, 1996; Acts 1997, 75th Leg., ch. 165, Sec. 7.24, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1297, Sec. 71(4), eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 425 Sec. 1, eff. June 20, 2003.

**NO. CV14,902**

WATERWOOD IMPROVEMENT	*	IN THE DISTRICT COURT OF
ASSOCIATION, INC.	*	
	*	
VS.	*	SAN JACINTO COUNTY, TEXAS
	*	
GEORGE H. RUSSELL and	*	
UNIVERSAL ETHICIAN CHURCH	*	258 <sup>TH</sup> JUDICIAL DISTRICT

**AMENDED INDEX TO PLAINTIFF'S EXHIBITS**

<b>Exhibit</b>			
<b><u>No.</u></b>	<b><u>Date</u></b>	<b><u>Page</u></b>	<b><u>Document</u></b>
1.	03/14/2016	1	Agreed Final Judgment, No. CV13,946 - Waterwood Improvement Association, Inc. vs. George H. Russell and Suzanne B. Russell, 411 <sup>th</sup> Judicial District Court, San Jacinto County, Texas.
2.	08/24/2016	28	Mediation Settlement Agreement, filed August 25, 2016, Cause No. CV14,606, George Russell and Universal Ethician Church v. Waterwood Improvement Association, Inc.
3.	05/17/2004	34	Management Certificate Pursuant to Section 209.004, Texas Property Code, filed Vol. 04-5955, pages 25748, et seq., Official Public Records of San Jacinto County, Texas.
4.	07/26/1974	54	Articles of Incorporation, Horizon Villages Improvement Association, Inc. July 26, 1973; Articles of Amendment to Articles of Incorporation changing name to Waterwood Improvement Association, Inc., March 16, 1973.
5.	04/14/1974	64	General Warranty Deed and Declaration of Covenants, filed. Vol. 141, pages 802, et seq., Deed Records of San Jacinto County, Texas.

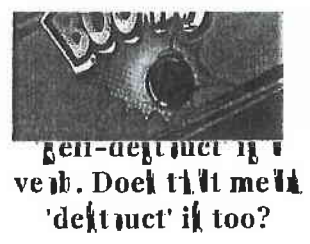
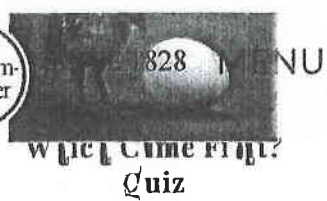
<b>Exhibit No.</b>	<b>Date</b>	<b>Page</b>	<b>Document</b>
6.	6/14/2011	76	Plaintiff's Original Petition, No. 13,114, <i>First Russell Lawsuit</i>
			<b><u>Exhibit:</u></b>
	02/13/1978	—	1 Plat for Parkway (not included)
	05/30/1979	93	2 Easement
	06/11/1979	95	3 Minutes of Commissioner's Court
	01/28/1983	102	4 Summary Judgment
	08/31/2000	108	5 Deed Without Warranty
	02/24/2004	111	6 General Warranty Deed
	07/22/2009	127	7 Agreement to Maintain Waterwood Parkway
	07/22/2009	136	8 Minutes of Commissioner's Court
	07/28/2009	180	9 July 28, 2009 Travis Kitchens' letter to George Russell
	June 2011	182	10 Photographs of offensive signs by Russell
7.	07/21/2011	184	Writ of Injunction and Order Granting Temporary Injunction
8.	11/17/2011	195	Memorandum Opinion, Ninth Court of Appeals, Beaumont
9.	07/14/2014	209	Plaintiff's Original Petition, No. CV13,946 ( <i>Second Russell Lawsuit</i> )
			<b><u>Exhibits</u></b>
	06/20/2012	219	1 Agreed Final Judgment, <i>First Russell Lawsuit</i>
	05/22/2012	223	1A Mediation Settlement Agreement, <i>First Russell Lawsuit</i>
	06/20/2012	230	2 Agreement to Lease and Maintain Waterwood Parkway
	04/25/2014	259	3 Travis Kitchens' letter to Hans Barcus re issues
	05/14/2014	281	4 Travis Kitchens' email to Hans Barcus re 4/25 letter
	06/2/2014	283	5 WIA letter to Russells
	06/18/2014	291	6 Hans Barcus letter to Travis Kitchens
	06/19/2014	293	7 Travis Kitchens' letter to Hans Barcus with Russell emails
10.	06/17/2015	301	Agreed Order on Temporary Injunction, No. CV13,946 ( <i>Second Russell Lawsuit</i> )
11.	01/18/2016	307	Mediated Settlement Agreement, No. CV13,946 ( <i>Second Russell Lawsuit</i> )
12.	03/14/2016	312	Special Warranty Deed The Universal Ethician Church, (FM 980 Parkway - 24.73 acres), filed Item 20161415, pages 6403, et seq., Official Public Records of San Jacinto County, Texas

<b>Exhibit No.</b>	<b>Date</b>	<b>Page</b>	<b>Document</b>
13.	03/14/2016	320	Special Warranty Deed The Ethician Foundation, (Billboard tract - 0.127 acres and US 190Parkway - 18.104 acres), filed Item 20161414, pages 6394, et seq., Official Public Records of San Jacinto County, Texas
14.	04/25/2016	330	Plaintiff's Original Petition filed by Russell and Universal Ethician Church, No. CV14,606 ( <i>Third Russell Lawsuit</i> )
15.	04/25/2016	341	WIA's Original Counterclaim, No. CV14,606 ( <i>Third Russell Lawsuit</i> )
16.	2015	400	Section 30.05, Texas Penal Code, Criminal Trespass
17.	08/30/2016	406	Email string August 30, 2016 through September 26, 2017
18.	09/27/2016	410	Letter to Clerk filing approved Joint Motion for Nonsuit and proposed Order on Joint Motion for Nonsuit
19.	09/23/2016	416	Email string September 23, 2016 to September 26, 2016
20.	09/2016	422	No Trespassing sign
21.	10/12/2016	424	Email string October 12, 2016 through October 19, 2016 re approval of No Trespassing sign
22.	10/2016	428	Drawing of Veterans Cemetery sign
23.	10/19/2016	430	Email string October 19, 2016 through October 25, 2016 to Mediator concerning Veterans Cemetery sign
24.	10/25/2016	434	Email string October 25, 2016 through November 7, 2016 to Russell concerning Veterans Cemetery sign
25.	11/2/2016	437	Email November 2, 2016 and Invoice concerning Veterans Cemetery sign
26.	11/10/2016	440	Travis Kitchens letter to Russell concerning Invoice for cemetery sign
27.	11/17/2016	443	Email and letter to Russell and Mediator concerning lack of response from Russell re Veterans Cemetery sign

<b><u>Exhibit No.</u></b>	<b><u>Date</u></b>	<b><u>Page</u></b>	<b><u>Document</u></b>
28.	11/30/2016	447	Email November 30, 2016 to Russell with revised Invoice concerning Veterans Cemetery sign reflecting sign in wrought iron and letters comparable to the size of the letters on the current sign, with follow up email December 5, 2016.
29.	12/10/2016	452	Email from Russell "Memo For Record"
30.	12/15/2016	456	Email from Russell "WIA back stabbing"
31.	12/26/2016	459	Email from Russell "Sad Christmas"
32.	12/28/2016	462	Email from Russell "Pervasive Trespass"
33.	02/08/2017	465	Email from Russell "Breach of Contract by WIA" and February 8, 2017 attachment "Illegal and Invalid 'Sign Agreement'"
34.	02/22/2017	469	Photographs (5) of Painted Trees on Waterwood Parkway (filed with Plaintiff's Original Petition on February 23, 2017)
35.	02/22-23/2017	475	Photographs (15) of Painted Trees on Waterwood Parkway and Waterwood Streets
36.	02/23/2017	499	Photographs (3) taken by John Charlton
37.	02/23/2017	503	Affidavit of Thomas C. Readal (filed with Plaintiff's Original Petition on February 23, 2017)
38.	02/23/2017	506	Affidavit of Joe Moore (filed with Plaintiff's Original Petition on February 23, 2017)
39.	02/23/2017	509	Plaintiff's Original Petition (less Exhibits) filed 12:30 p.m.
40.	02/23/2017	521	Temporary Restraining Order signed at 1:45 p.m. and filed at 2:20 p.m.
41.	02/23/2017	525	Email from Russell timed 2:33 p.m.
42.	02/23/2017	527	Returned Citation showing service of Original Petition and TRO on Russell at 5:30 p.m.



43.	02/23/2017	532	Email string from Russell timed 8:09 p.m. through 11:00 p.m.
		533	1. 8:09 p.m.: "BREACH OF CONTRACT BY WIA"
		534	2. 9:09 p.m.: "TEXAS DISCIPLINARY RULES OF"
		535	3. 10:34 p.m.: "elder abuse texas law"
		536	4. 10:39 p.m.: "Part and Party"
		536	5. 10:42 p.m.: "Part and Party"
		537	6. 10:52 p.m.: "WHY cant we be friend?"
		537	7. 11:00 p.m.: "WHY cant we be friend?"
44.	03/7/2017	538	Defendant George Russell's Original Answer, Counterclaim and Request for Disclosure
	03/20/2017	543	Defendant, Universal Ethician Church's Original Answer, Counterclaim, and Request for Disclosure
45.	03/10/2017	547	Affidavit of Joe Moore (filed with Plaintiff's First Amended Petition on March 20, 2017)
46.	04/13/2017	551	Defendant, George H. Russell's Answers to Plaintiff's Corrected First Set of Interrogatories, with
		556	Plaintiff's Exhibit 7 - Photograph of Mike Zeltner painting signs on trees
47.	04/13/2017	557	Defendants' Response to Plaintiff's Request for Disclosure
48.	2017	566	Merriam-Webster and Free Dictionary definitions of "Sign"
		566-A-	Merriam-Webster and Free Dictionary definitions of "Item"
49.	05/8/2017	571	Affidavit of Thomas C. Readal
50.	05/8/2017	579	Affidavit of John Charlton
51.	05/8/2017	584	Affidavit of Joe Moore
52.	05/8/2017	590	Affidavit of Travis E. Kitchens, Jr.



## Origin and Etymology of ITEM

Middle English, from Latin, from *ita* thus

First Known Use: 14th century

<sup>2</sup> item  
noun | \ 'I-təm \

## Definition of ITEM

- 1 *obsolete* : WARNING, HINT
- 2 : a distinct part in an enumeration, account, or series : ARTICLE
- 3 : an object of attention, concern, or interest



- : a separate piece of news or information  
SINCE 1828 MENU
- : a couple in a romantic or sexual relationship

See *item* defined for English-language learners

See *item* defined for kids

### Examples of ITEM in a sentence

There are several *items* for sale.

I need to buy a few household *items* like soap.

He always orders the most expensive *item* on the menu.

There are a lot of *items* on our agenda tonight, so let's start the meeting.

I saw an *item* in today's paper about the mayor's campaign plans.

### First Known Use of ITEM

1561

1561

### ITEM Synonyms

Synonyms

detail, particular, point



SINCE 1828 MENU

## onym Discussion of ITEM

ITEM, DETAIL, PARTICULAR mean one of the distinct parts of a whole. ITEM applies to each thing specified separately in a list or in a group of things that might be listed or enumerated. ⟨• every *item* on the list⟩ DETAIL applies to one of the small component parts of a larger whole such as a task, building, painting, narration, or process. ⟨• leave the *details* to others⟩ PARTICULAR stresses the smallness, singleness, and especially the concreteness of a detail or item. ⟨• a description that included few *particulars*⟩

### <sup>3</sup> item

verb | \ 'T-təm \

#### Definition of ITEM

transitive verb

- 1 *archaic* : COMPUTE, RECKON
- 2 *archaic* : to set down the particular details of

#### First Known Use of ITEM

1601

# 1601

ITEM Defined for English Language Learners

### <sup>2</sup> item



SINCE 1828 MENU

noun | \ 'ī-təm \

## Definition of ITEM FOR ENGLISH LANGUAGE LEARNERS

- : an individual thing : a separate part or thing
- : a separate piece of news or information
- : two people who are in a romantic or sexual relationship

## ITEM Defined for Kids

item

noun | \ 'ī-təm \

## Definition of ITEM for Students

- 1 : a single thing in a list, account, or series
- 2 : a brief piece of news

## Law Dictionary

item

noun | \ 'ī-təm \

## Legal Definition of ITEM

- 1 : a distinct part in an enumeration, account, or series
- 2 : a financial instrument (as a check or draft)





SINCE 1828 MENU

**Learn More about ITEM**See words that rhyme with *item*Thesaurus: All synonyms and antonyms for *item*Spanish Central: Translation of *item*English: Translation of *item* for Spanish speakersBritannica English: Translation of *item* for Arabic speakers**Seen and Heard**

What made you want to look up *item*? Please tell us where you read or heard it (including the quote, if possible).

**+ SHOW 9 COMMENTS****WORD OF THE DAY****acronym**

a word formed from initial letters

## Item - definition of item by The Free Dictionary

<http://www.thefreedictionary.com/item>

### Something went wrong!

The page has not loaded completely and some content and functionality are corrupted. Please reload the page or if you are running ad blocking disable it. [More info.](#)



### Instant Grammar Checker

Correct all grammar errors and enhance you're writing.

## item

Also found in: Thesaurus, Medical, Legal, Acronyms, Idioms, Encyclopedia, Wikipedia.

### i·tem (ĭ'təm)

*n.*

1. A single article or unit in a collection, enumeration, or series.
2. A clause of a document, such as a bill or charter.
3. An entry in an account.
4.
  - a. A bit of information; a detail.
  - b. A short piece in a newspaper or magazine.
5. A romantically involved couple: "[They] soon began seeing each other ... and were an item for a year and a half." (Peter J. Boyer).

*adv.*

Also; likewise. Used to introduce each article in an enumeration or list.

*tr.v.* **i·temed, i·tem·ing, i·tems** *Archaic*

To record, especially in an itemized list.

[From Middle English, *also, moreover*, from Latin; see *i-* in the Appendix of Indo-European roots.]

**Word History:** The word *item* seems to us to be very much a noun, whether it refers to an article in a collection or a bit of information. But it began its life in English (first recorded before 1398) as an adverb meaning "moreover, also, in addition." *Item* was typically used in front of each object listed in an inventory, as we might put *also*. This use in English simply reflects a meaning of the word in Latin. However, it is easy to see how *item* could be taken to stand for the thing that it preceded, and so we get, for example, the sense "an article included in an enumeration." The first such usages are found in the 1500s, while the sense "a bit of information" is not found until the 1800s.

American Heritage® Dictionary of the English Language, Fifth Edition. Copyright © 2016 by Houghton Mifflin Harcourt Publishing Company. Published by Houghton Mifflin Harcourt Publishing Company. All rights reserved.

## item

*n*

1. a thing or unit, esp included in a list or collection
2. (Accounting & Book-keeping) *accounting* an entry in an account
3. a piece of information, detail, or note: *a news item*.
4. *informal* two people having a romantic or sexual relationship

*vb*

(*tr*) an archaic word for **itemize**

*adv*

(Literary & Literary Critical Terms) likewise; also

[C14 (*adv*) from Latin: in like manner]

Collins English Dictionary – Complete and Unabridged, 12th Edition 2014 © HarperCollins Publishers 1991, 1994, 1998, 2000, 2003, 2006, 2007, 2009, 2011, 2014

**i•tem** (*n.*, *v.* 'aɪ tɛm; *adv.* 'aɪ tɛm)

*n.*

1. a separate article or particular: *50 items on the list*.
2. a piece of information or news.
3. a topic of gossip.
4. a couple who are romantically involved.

*adv.*

5. also; likewise (used esp. to introduce each article or statement in a list or series).

*v.t. Archaic.*

6. to list or itemize.
7. to make a note of.

[1350–1400; Middle English: likewise (*adv.*), the same (*n.*) < Latin: likewise]

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**item**

**Past participle:** itemed

**Gerund:** iteming

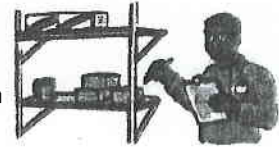
Imperative v

Imperative
item
item

Collins English Verb Tables © HarperCollins Publishers 2011

## Switch to new thesaurus

**Noun 1. item** - a distinct part that can be specified separately in a group of things that could be enumerated on a list; "he noticed an item in the New York Times"; "she had several items on her shopping list"; "the main point on the agenda was taken up first"



≡ **point**

↔ **list, listing** - a database containing an ordered array of items (names or topics)

↔ **agenda item** - one of the items to be considered

↔ **incidental** - an item that is incidental

↔ **inventory item** - an item listed in an inventory

↔ **line item** - an item in an appropriation bill; "Some governors can veto line items in their state budgets"

↔ **news item** - an item in a newspaper

↔ **position, place** - an item on a list or in a sequence; "in the second place"; "moved from third to fifth position"

↔ **component part, part, portion, component, constituent** - something determined in relation to something that includes it; "he wanted to feel a part of something bigger than himself"; "I read a portion of the manuscript"; "the smaller component is hard to reach"; "the animal constituent of plankton"

**2. item** - a small part that can be considered separately from the whole; "it was perfect in all details"

≡ **detail, particular**

↔ **component part, part, portion, component, constituent** - something determined in relation to something that includes it; "he wanted to feel a part of something bigger than himself"; "I read a portion of the manuscript"; "the smaller component is hard to reach"; "the animal constituent of plankton"

↔ **high spot, highlight** - the most interesting or memorable part; "the highlight of the tour was our visit to the Vatican"

**3. item** - a whole individual unit; especially when included in a list or collection; "they reduced the price on many items"

↔ **whole, unit** - an assemblage of parts that is regarded as a single entity; "how big is that part compared to the whole?"; "the team is a unit"

↔ **custom-built, custom-made** - an item made to the customer's specifications

↔ **disposable** - an item that can be disposed of after it has been used

↔ **piece** - an item that is an instance of some type; "he designed a new piece of equipment"; "she bought a lovely piece of china";

**4. item** - an isolated fact that is considered separately from the whole; "several of the details are similar"; "a point of information"

≡ **detail, point**

↔ **fact** - a piece of information about circumstances that exist or events that have occurred; "first you must collect all the facts of the case"

↔ **minutia** - a small or minor detail; "he had memorized the many minutiae of the legal code"

↔ **nook and cranny, nooks and crannies** - something remote; "he explored every nook and cranny of science"

↔ **regard, respect** - (usually preceded by 'in') a detail or point; "it differs in that respect"

↔ **sticking point** - a point at which an impasse arises in progress toward an agreement or a goal

↔ **technicality, trifle, triviality** - a detail that is considered insignificant

5. **item** - an individual instance of a type of symbol; "the word 'error' contains three tokens of 'r'"

≡ **token**

↔ **postage stamp, postage, stamp** - a small adhesive token stuck on a letter or package to indicate that that postal fees have been paid

↔ **trading stamp** - a token resembling a stamp given by a retailer to a buyer; the token is redeemable for articles on a special list

↔ **symbol** - an arbitrary sign (written or printed) that has acquired a conventional significance

**Adv. 1. item** - (used when listing or enumerating items) also; "a length of chain, item a hook"-Philip Guedalla

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## item

*noun*

1. ≡ **article, thing, object, piece, unit, component** *The most valuable item on show will be a Picasso.*
2. ≡ **matter, point, issue, case, question, concern, detail, subject, feature, particular, affair, aspect, entry, theme, consideration, topic** *The other item on the agenda is the tour.*
3. ≡ **report, story, piece, account, note, feature, notice, article, paragraph, bulletin, dispatch, communiqué, write-up** *There was an item in the paper about him.*
- an item** ≡ **a couple, together, going out (informal), attached, partnered** *I hadn't realised Tina and Jim were an item.*

Collins Thesaurus of the English Language – Complete and Unabridged 2nd Edition. 2002 © HarperCollins Publishers 1995, 2002

## item *noun*

1. An individually considered portion of a whole:  
≡ **article, detail, element, particular, point.**
2. A small, often specialized element of a whole:  
≡ **detail, fine print, particular, technicality.**
3. Something having material existence:  
≡ **article, object, thing.**
4. A usually brief detail of news or information:



≡ bit, paragraph, piece, squib, story.

adverb

In addition:

≡ additionally, also, besides, further, furthermore, likewise, more, moreover, still, too, yet.

**Idioms:** as well, to boot.

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## Translations

Select a language:

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artículo ítem partida cosa

**item** ['aɪtəm] *N* (in list, bill, catalogue) → **artículo** *m*; (on agenda) → **asunto** *m* (a tratar), **punto** *m* (a tratar);

(in programme) → **número** *m*; (in newspaper) → **artículo** *m* (TV, Rad) → **noticia** *f*

item of clothing → **prenda** *f* (de vestir)

what's the next item? (in meeting) → ¿cuál es el siguiente punto or asunto a tratar?

this book is a collector's item → este libro es una pieza de colección

basic/luxury food items → **productos** *mpl* alimenticios básicos/suntuarios

they sell a selection of gift items → venden una selección de artículos de regalo

a news item → una noticia

they're something of an item → son pareja

Collins Spanish Dictionary - Complete and Unabridged 8th Edition 2005 © William Collins Sons & Co. Ltd. 1971, 1988 © HarperCollins Publishers 1992, 1993, 1996, 1997, 2000, 2003, 2005

**item** ('aɪtəm) *noun*

1. a separate object, article etc, especially one of a number named in a list. He ticked the items as he read through the list. **artículo**

2. a separate piece of information or news. Did you see the item about dogs in the newspaper? **artículo**

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**item** → **artículo**

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