

CAUSE NO. 22-00105

CSD VAN ZANDT LLC

Plaintiff/Counter Defendant

v.

\$ IN THE DISTRICT COURT

UDO BIRNBAUM

Defendant/Cross Plaintiff

\$

\$ 294TH JUDICIAL DISTRICT

v.

\$

ROBERT O. DOW

COREY KELLAM

CELIA C. FLOWERS

VAN ZANDT COUNTY

Cross Defendants

\$

VAN ZANDT COUNTY, TX

\$

FIRST AMENDED ANSWER, COUNTER, CROSS, TRESPASS TO TRY TITLE, INJUNCTION, LAW LICENSES, CRIMINAL REFER

COMES NOW, UDO BIRNBAUM, (“Defendant”), with *First Amended Answer, Counter, Cross, Trespass to try Title, Injunction, Law Licenses, Criminal Refer.*

THE PARTIES

Plaintiff, **CSD VAN ZAND LLC** (“CSD”), is a Texas Limited Liability Company whose registered agent is Robert O. Dow. Plaintiff’s principal place of business is 6115 Owens St Suite 201 Dallas, TX 75235.

Defendant, Third Party Plaintiff, **UDO BIRNBAUM** (“Birnbaum”), has both lived and farmed uninterruptedly on the premises at issues for the last 40 years at 540 Van Zandt County Road 2916, Eustace, Texas 75124.

Cross Defendant, **ROBERT O. DOW** (“Dow”), is an individual who may be served as registered agent for CSD Van Zandt LLC at 6115 Owens Ste 201, Dallas, TX 75235, or through his lawyer Corey Kellam, else Celia C. Flowers, at Flowers Davis at 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701, (903) 534-8063, or wherever he may be found.

Cross defendant **COREY KELLAM** (“Kellam”) is an individual who may be served at Flowers Davis at 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701, (903) 534-8063

Cross Defendant, **CELIA C. FLOWERS** (“Flowers”), is an individual may be served at Flowers Davis at 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701, (903) 534-8063

Cross Defendant, **VAN ZANDT COUNTY** (“County”), is the statutory Texas authority of Van Zandt County, Texas, and may be served at Courthouse, 121 E. Dallas Suite 106, Canton, TX 75103.

I.

BIRNBAUM ANSWER RE CSD VAN ZANDT

1. Defendant UDO BIRNBAUM pleads statute of limitation claim preclusion against any and all claims by reason of 41 years peaceable possession of cultivating, using, and enjoying the 150 acre premises at issue. And specifically peaceable and adverse possession against CSD Van Zandt LLC claim of title based on a Gwendolyn Wright Thibodeaux title of April 12, 2002, that 10 year clock started then:

Sec. 16.030. TITLE THROUGH ADVERSE POSSESSION. (a) If an action for the recovery of real property is barred under this chapter, the person who holds the property in peaceable and adverse possession **has full title, precluding all claims.**
Sec. 16.026. ADVERSE POSSESSION: 10-YEAR LIMITATIONS PERIOD. (a) A person must bring suit not later than 10 years after the day the cause of action accrues to recover real property held in peaceable and adverse possession by another who cultivates, uses, or enjoys the property.

II.

BIRNBAUM COMPLAINT RE CSD VAN ZANDT

2. Damage was by forcible entry by skid steer bulldozer, destruction and removal of 3000 feet of internal fences and gates, damage to pasture and roots of trees in the middle of a Texas drought and heat wave, huge trash pile, conflicts with and loss of my pasture leaser, despite continuous 9-1-1 calls upon **continuous** and **separate** forcible entries, **multiple cutting** of my chains and locks, repeated removal of my **no trespass postings.**

III.

A MASSIVE REAL ESTATE DEED FRAUD UPON THE ELDERLY

3. This whole matter is a real estate deed fraud plain and simple, with a LISA L. GIROT of Sulphur, Louisiana as the instant initiator, preying on and among a chain of participants/victims, wafting smell of title and tale of me, UDO BIRNBAUM, at 85 years being ready for plucking as she had plucked my buddy LOUIS THIBODEAUX, by getting herself LISA L. GIROT be made guardian of LOUIS THIBODEAUX through her charity, LOUIS THIBODEAUX being in a Louisiana veterans home, then getting such LOUIS THIBODEAUX to will everything to such LISA L. GIROT in 2018, LOUIS THIBODEAUX dying in 2019, and such LISA L. GIROT then hawking LOUIS THIBODEAUX's entitlement of the estate of his oil and property rich wife

GWENDOLYN WRIGHT THIBODEAUX, and my supposed lack of a mental state kind of mind, to a ROBERT O. DOW, owner of Dallas Remarkable Land LLC, such ROBERT O. DOW just this April 12, 2022 machinating himself a fresh new CSD VAN ZANDT LLC, for pulling it off, and using his freshly minted CSD VAN ZANDT LLC to rob both ME and SANGER BANK, by cat-burying his crime under color of law, i.e. with this very lawsuit against me.

4. Those identified above are among those responsible, as participants, even as negligent victims among each other, all of it facilitated by derelict white collar law enforcement policy of VAN ZANDT COUNTY in this instance, under such policy refusing to get an active BULLDOZER off my possession.

5. Intermediaries are CELIA C. FLOWERS by preparing the CSD deed, FLOWERS DAVIS associated EAST TEXAS TITLE, SANGER BANK the lender of \$850,000 to CSD, and of course ROBERT O. DOW, and CSD lawyer CORY KELLAM of FLOWERS DAVIS LLC, who slapped lock and chain on BIRNBAUM property, skid steer bulldozer etc by DOW, notice of eviction by D ow attorney COREY KELLAM, etc etc on 41 years on my own property me, UDO BIRNBAUM, then COREY KELLAM fraudulent email thread covering up for the lock and chain he had so unlawfully done.

IV.

GIROT ASSURANCE OF BIRNBAUM BEING EASY PUSHOVER

6. GIROT mail, email threads, and long conversation in early 2020, with me UDO BIRNBAUM sandbagging her for information, clearly show such, as well as do phone messages, phone calls by DOW, KELLAM, DOW phone call to my pasture leaser, DOW himself early on before buying, DOW “checking out” my property – but not ME he already had all the info on me - DOW NOT contacting me about my pasture leaser. Such DOW assessment of me also supported by Affidavit of Dow excuses therein of ***“Before purchase, I was aware of Birnbaum living on a portion of the property”***, after DOW himself, at earliest phone message left on my landline, DOW informing ME, UDO BIRNBAUM, that ***“we are 10 minutes out, check out a few things”***, etc, etc. DOW, in

his Affidavit even starting to blame SANGER BANK, for what is now obviously clear, that DOW got sold a bag of thin air, by DOW blaming others *“I have a title policy on the property, and the title company, title underwriter, and lender all approved title”*.

V.

RE AFFIDAVIT OF UDO BIRNBAUM

7. This document was initially prepared as an ANSWER to the Justice of the Peace eviction proceedings by CSD VAN ZANDT initiated by attorney COREY KELLAM upon CSD claim of title. JP courts of course have no jurisdiction upon issues of TITLE.

8. This document left pretty much “as was”, and thus offers the full flavor of “from the front lines” of the “battle at the gate” and the matter of “the silver car”. It also contains some of the above referenced documents as well as links to the audios and the evidence therein.

VI.

THE IN THIS COURT ONGOING CSD REAL ESTATE DEED FRAUD

The CSD Affidavit of Lisa L. Girot is an unadulterated fraud

9. Girot swears, *“In March of 2017 Mr. Thibodeaux attempted to give the above-described property to Mr. Binbaum, but Mr. Birnbaum refused to accept same property for personal reasons”*.

10. Utterly false. Thibodeaux, with Girot as manager of Thibodeaux’s finances through her “Two Sisters Enterprises”, and as NOTARY, **warranty deeded** same to Birnbaum. Birnbaum who had typed that very document and emailed it to Girot as a PDF, Mr. Thibodeaux not quite functioning and insisting on retaining mineral rights, Birnbaum “playing along”, Girot arranging Mr. Thibodeaux to sign, Girot herself notarized, and Girot mailed TWO originals to Birnbaum.

11. Furthermore, Girot swearing Thibodeaux *“farm, pay taxes, occupy and have actual, corporeal and uninterrupted possession of the property”*, i.e. my “the premises”, is pure cover up, a belated CSD lawyer fraud job, to defraud my *“has full title, precluding all claims”* (by my adverse possession), such preposterous Girot claim totally

irreconcilable with her to me email threads, documents, and ultimate long telephone “confessional” with me completely and totally sandbagging her (Appendix, and full 56 minute audio my Google Drive). The clicks is interference coming from my iPhone.

12. Plum laughable is CSD, with THREE lawyers, bringing into this court an affidavit that ends with, on separate page, in much smaller print, swearing that “*The affiant has personally known Louis Thibodeaux and has known him to farm, pay taxes, occupy and have actual, corporeal and uninterrupted possession of the [Van Zandt Texas 150 acres] property*”.

13. While earlier in the same affidavit having sworn “*Mr. Thibodeaux was a resident of Van Zandt County up until approximately December 2012. He then moved to Sulphur, Louisiana, where he resided up until he became a resident of the Southwest Louisiana Veteran’s home, located in Jennings, Louisiana, until his demise, October 29, 2019.”*

A self-perjuring affidavit. and with THREE (3) CSD Van Zandt LLC lawyers at the watch, that takes the cake.

The CSD Affidavit of Robert O. Dow shows *mens rea* (evil intent)

14. Dow swears “*Before purchasing the Property, I was aware that Udo Birnbaum was living on a portion of the property at 540 Van Zandt County Road 2916, Eustace, Texas 75124*”.

15. First, the purchaser of record and lien is CSD, not Dow. Second, such CSD is a fresh mint creation by Dow of just this April 12, 2022, just days ahead of Dow first ever contact April 22, 2022, message on my land line, “***we have that property under contract to purchase we are about 10 minutes out we are going to come by and check some things out***”, clearly not in tone and tenor as me merely as one “living on a portion of the property”.

16. And Dow, himself coming by, clearly saw that I lived on the entire fenced 150 acres, but upon what grantor Lisa L. Girot had assured him, based on what Girot had been taking me for, as evidenced by her phone to me, that I would be easy pickings, just as she had picked all over my buddy Louis Thibodeaux, to get smell of title of April 12, 2002 of my warranty deed to **GWENDOLYN WRIGHT THIBODEAUX**, the source of CSD smell of title. Anyhow, that is what it indicates. Discovery will prove it.

17. Clearly Dow did not inform his attorney Corey Kellam, who had no idea what “my situation”, as he used that phrase, what “my situation” was when he so suddenly appeared upon me, as evidenced in that audio. Totally clueless to start, desperately fishing me for information.

CSD lawyer Corey Kellam is complicit

18. Corey Kellam, as a lawyer, knows or should know that eviction, started by force with skid steer bulldozer and lock and chain is against the law. Not only did he aid and abet such CSD and its Robert Dow in such, but covered up having started eviction by forging false email thread. Discovery will show.

CSD lawyer Celia C. Flowers is complicit from before the beginning

19. Current CSD lawyer Celia C Flowers prepared the fraudulent CSD warranty deed at issue in this cause. Flowers also prepared an earlier fraudulent deed related to same Lisa L. Girot:

20. Of special interest is such different earlier 2012 warranty deed, also “prepared in the Law Office of Celia C. Flowers”, such warranty deed from same Louis Thibodeaux as in this supposed thread of title, when in that 73 acre matter, regarding same Gwendolyn Wright Thibodeaux, where such same Louis Thibodeaux likewise had no instrument of title whatsoever, belated GIROT 2022 probate of intestate wife Gwendolyn, died 2006, by such same Lisa Leger Girot, only giving Thibodeaux a 50% share of a 73 acres, yet such Lisa L. Girot, through such same as in this matter, Celia C Flowers, such Girot selling fee simple title 100%, defrauding such co-grantors in this at issue 2022 deed to CSD with such Lisa L. Girot, i.e. Barkley and Moore, to be

defrauded of their share of such 73 acres, and such Lisa tricking their presence into this 150 acre court action against me, as a cover up, by deceiving Barkley and Moore as to what property was which. Again, only discovery can tell.

CSD three (3) lawyers in this suit against me

21. Smearing me as "erratic and unpredictable". Unpredictable, to them, YES, also a First Amendment Right. of speaking out.

VII.

INJURY BY VAN ZANDT COUNTY WHITE COLLAR CRIME POLICY

22. Van Zandt County white color crime policy, even before CSD Van Zandt LLC arrival on the scene, set the stage in this particular instance. If it had not been CSD, there are plenty other CSD's out there, real estate deed fraud rampant, and other Lisa L. Girot.

23. In this No. 22-00105 matter it was not only Van Zandt attracting such fraud, but also not being able to get CSD bulldozer from tearing up my 150 acres. The following excerpts from my pleadings prepared upon CSD trying to evict me off my own property. My original sometimes colorful language left "as is":

CSD attempted THEFT by justice of the peace eviction process

CSD eviction against me – sent Notice to vacate as tenant at will – but never filed excerpts from my document in anticipation of actual filing of such my this document likewise never filed – language and format much "as was"

***** NOTE: this is the START of this INSERT *****

No. _____

UDO BIRNBAUM	\$	IN THE JUSTICE COURT
Plaintiff		
v.	\$	PRECINCT 2
CSD VAN ZANDT LLC	\$	VAN ZANDT COUNTY, TX
Defendant		
ROBERT DOW	\$	
Defendant		

COMPLAINT OF TRESPASS AND DETAINER BY BULLDOZER

Convinced one at 85 ripe for plucking – proceeded to evict me off my own property

The Law

PROPERTY CODE TITLE 4. ACTIONS AND REMEDIES 24. FORCIBLE ENTRY AND DETAINER SEC. 24.001. FORCIBLE ENTRY AND DETAINER.

(a) A person commits a forcible entry and detainer if the person enters the real property of another without legal authority or by force and refuses to surrender possession on demand.

(b) For the purposes of this chapter, a forcible entry is:

(1) an entry without the consent of the person in **actual possession of the property**; or

AND THAT IS ME, 41 YEARS OF ACTUAL POSSESSION.

SUCH CSD VAN ZANDT LLC AND ITS OWNER, ROBERT DOW, WITHOUT MY PERMISSION, NOT ONLY TRESPASSED BY UNAUTHORIZED NEW PROPERTY SURVEY, BUT THROWING LOCK AND CHAIN WITHOUT CAUSE NOR LEGAL PROCESS, EVEN STARTING EVICTION UPON ME AS “TENANT AT WILL”, OFF MY OWN PROPERTY, TEARING UP MY INTERNAL FENCES AND GATES BY TRESPASS BY BULLDOZER. END OF STORY.

***** NOTE: INSERT continues *****

The Parties

Plaintiff **UDO BIRNBAUM** resides on the 150 acres at issue (“the premises”) at 540 VZ County Road 2916, Eustace, Texas 75124, and may be served there, telephone 903 802-9669, email BRNBM @AOL.COM.

Defendant **CSD VAN ZANDT LLC** has at all times appeared upon the premises through their attorney, COREY KELLAM out of Flowers Davis out of Tyler, and may be served at Flowers Davis, 1021 ESE Loop 323 suite 201, Tyler, Texas 75701, 903 534-8063.

Defendant **ROBERT DOW** is the owner of CSD VAN ZANDT LLC (he told me so when first time ever he called me July 26, 2022) and also speaks through same CORY KELLAM, and may be served in same manner at Flowers Davis.

Background - 41 years “in actual possession”

I, UDO BIRNBAUM, in 1981 acquired “the premises” at issue, my 150 acres in south Van Zandt County, at 540 VZ County Road 2916, Eustace, TX 75124. In 1985 I built my house thereon and have resided there ever since, a cow calf hay operation to start, turning as I got older mainly into taking care of my parents who moved in with me in 1985 aged 86 and 80 years respectively.

Somewhere about 1995 my neighbor, Larry Morris, leased my pastures and has had a cow calf hay lease ever since, till a CSD Van Zandt LLC ran him off.

And regarding CSD Van Zandt LLC and/or Lisa Girot and/or others' claim based on 2002 title by a Gwendolyn Thibodeaux, I have been in "**peaceable and adverse possession**" to such ever since, returning to me by 2012 "**full title**", per Civil Practice Remedies Code, "precluding all claims":

Sec. 16.026. ADVERSE POSSESSION: 10-YEAR LIMITATIONS PERIOD. (a) A person must bring suit not later than 10 years after the day the cause of action accrues to recover real property held in peaceable and adverse possession by another who cultivates, uses, or enjoys the property.

Sec. 16.030. TITLE THROUGH ADVERSE POSSESSION. (a) If an action for the recovery of real property is barred under this chapter, the person who holds the property in peaceable and adverse possession has full title, precluding all claims.

CSD Van Zandt suddenly appears – CSD is an April 12, 2022 fresh mint

On **June 24, 2022** I was awakened from afternoon nap by a Corey Kellam, who identified himself as a lawyer with Flowers Davis out of Tyler, Texas claiming that his client, a CSD Van Zandt LLC, was now the owner of the premises, and that "***as my clients do want to move swiftly in their efforts to evaluate your situation***" – that was the exact wording, both at that time and in follow on mail threads.

Dumbfounded I tried to extract as much information as possible and did get such Corey Kellam to email me a PDF of what they as it turned out had just 2 hours earlier filed as their Warranty Deed against my property as well as of their No Trespass sign as Kellam said they had just put on my pasture gate. It was not until several days later that Larry Morris, my pasture leaser, informed me that there was also a lock and chain, locking him out from his cows.

***** NOTE: INSERT continues *****

Hell on my property – by outright mechanized invasion

I am 85 years old and do not venture far away from my house anymore and rely pretty much on Larry Morris, my pasture leaser, for info on my 150 acres. So it was through Larry that I found out that someone was actually on my property, somewhere far from the pasture gate, and I did not get a full picture of the extent of what was going on back there - that they were in fact clearing fences gates and trees.

I complained to the Sheriff, had deputies come out one after another, such deputies spouting all kinds of fantasy upon law and policy as to why they could not do anything about it. But that is for later where I detail what I was forced to do and did do to put a physical stop to this madness. (simply parking my "the silver car" so as to block the gate)

I certainly never saw or heard the skid steer – a belt type of bobcat type dozer / scraper / brush shredder – until it showed up near the gate, to be picked up by the rental place out of Zimmerer Kubota out of Denton, Texas, although I had no knowledge or suspicion at the time of wherefrom or by whom it had come.

I never got a full view of the damage, all the fences and gates they tore down, the trees they had mutilated, until I got Larry, my leaser, to give me a tour a day or so ago in his air conditioned small pasture buggy.

Hell at the gate – taking turns with chains and cutters

The first deputy who came out after my complaint of trespass was a Sgt. Hall who did in fact go out and look to come back empty telling me that he would have to catch somebody in personal active trespassing .

The second deputy was a Roderick Young, super overly inquisitive about a certain document of title, Young seemingly prepped about exactly what to extract from me, when Young was quite frankly ignorant of warranty deeds and Texas laws of title, with Young strangely parroting law sounding in Louisiana law of “race recording” i.e. race to the courthouse to record, which only Louisiana, Delaware, and North Carolina practice.

Even such Deputy Young nonsense that my warranty deed I showed him was not valid because it came from and was signed by someone in Louisiana!

Then “from my understanding that the property was sold by you to a family in 2002 that you sold the property are you aware of that?” Sold to a “family”? Sold by you - are

***** NOTE: INSERT continues *****

you aware of that? A street cop in possession of such specific curiosity in a plain trespass upon an “in actual possession of the property”?

Young kept repeating that “the court” – he kept repeating the phrase – that a court had already determined title – which is utterly false. And that he could not do anything because of “the court”. Roderick Young would come to show his true colors in the matter of “the silver car”, coming up next.

Not essential to the physical matter of trespass, but as a key to this real estate deed fraud upon me, is that it starts with a LISA GIROT, of Two Sisters Enterprise, out of Sulphur, Louisiana, with the others as victims, perpetrators, useful idiots and or in between upon and among each others all at the same time.

So absent action by the sheriff, me and CSD Van Zandt LLC took turns removing each other’s lock and chain and No Trespass signs, including them cutting the lock on a super heavy tie down chain such as is used to secure a bull dozer on a flatbed truck, such chain wrapped in impressive display FOUR times around the post.

Making the FIT hit the SHAN – my itsy bitsy silver Ford Fiesta

Finally, I spot their instrument of the terror, the skid steer, parked inside my pasture gate, and their heavy duty dump trailer gone, and first do not know what to do, but that I have to do something physical, all previous multiple complaints to the sheriff always countered with *“this is a civil matter, I cannot take your complaint”*.

I finally decide to simply park my itzi bitsi silver Ford Fiesta car just inside my gate, so no one can get in or out, and have someone drive me back to my house, then go to sleep.

***** NOTE: INSERT continues *****

The result next morning July 26, 2022 was plum spectacular:

A Robert Dow, of upon later inquiry of Remarkable Land or something similar out of Dallas, (“land for 50% off market value”), calls Larry Morris, my pasture leaser, who is visiting in Oklahoma, Dow having earlier gotten Larry’s phone number not from me, but by fishing amongst my neighbors, Dow calling Larry in Oklahoma complaining to Larry about “the silver car”, Larry of course not aware of “the silver car”, Dow wanting Larry to let the driver with the flatbed in to pick up the rental skid steer, Larry calling me as to what to do, me telling Larry to tell Dow to call me, which Dow promptly did, **my first ever and only ever verbal with Dow.**

Dow and me in a phone real shouting match each claiming ownership, Dow threatening to cut “his” fence, me warning Dow not to cut “my fence”, and downhill from there, Dow telling me he had just called the sheriff on me, and that a sheriff was on the way and would be calling me. Dow accusing me for previously “calling” the sheriff on him, and downward from there. Call by a deputy came quickly, me at my computer.

***** NOTE: INSERT continues *****

Call with already introduced Deputy Roderick Young was just as spectacular as my just preceding with Robert Dow. Young, who claimed he could not do anything for me, now threatening to tow my car for Robert Dow, deputy Young parroting again and again that it was all my fault for not having filed, that “the court” had no knowledge, when there was no court involved EVER, when Dow and Van Zandt LLC had clear “constructive notice” of my interest in my property, simply by seeing me living here. This is not Louisiana.

The audios – spectacularly insane

So here the audios of such absurdities from the horses' mouths. The links are to my Google Drive and should be to "anyone with the link"

Lisa Girot immediate originator of this cock and bull crap of "lost ownership", in trying to placate what she took as a “gone to seed” 85 year old me, **admitting to**

EVERYTHING. (The clicks in the audio are from radio interference from my iPhone)

<https://drive.google.com/file/d/1INrd0ZJUakRli92-pk-i9YcWvgvy8fvE/view?usp=sharing>

Robert Dow 7-26-2022: ("owner" of CSD Van Zandt LLC that slapped the NO TRESPASS and lock and chain and is tearing everything up by bulldozer, fences, gates, trees)

https://drive.google.com/file/d/1G4S6wxsE_C4m2AosqsDY-9uZ0B1Velzm/view?usp=sharing

Rodrick Young 7-26-2022: (just 2 hours later same exact message)

<https://drive.google.com/file/d/1kLzA3rrdg5gr19aAvla9m6LQuQHkXW0X/view?usp=sharing>

Summary

Even only from my today's personal colorful simple description alone, I am clearly the "in possession" at this time, never mind my continuous 41 years all along.

It is past time to get this scum off my back, whatever that takes, and off "others like me".

It should , however, be always remembered, that there are thieves all around us all the time, but it is only when more public players get into the act, and do not do their duty to police those within or associated with them, such as is the case here with Flowers Davis out of Tyler, Texas producing else procuring such fraudulent warranty deed for CDS Van Zandt LLC, that things start to blow up.

The ultimate instrument of the damage upon me in this case, is of course Sanger Bank, as indicated in the warranty deed itself, Sanger Bank throwing \$850,000 in real powder into

***** NOTE: INSERT continues *****

such a toxic mix, "*without recourse against Grantor*", LISA L. GIROT, of Sulphur, LOUISIANA. (CSD warranty deed page 2, next to last paragraph above first "grantor" signature, a pure Lisa L. Girot weasel into this document here somehow.). And ultimate "last chance to avoid", Van Zandt County, by **policy** of "not when there is a court in the mix".

***** NOTE: INSERT continues *****

PRAYER

Plaintiff UDO BIRNBAUM prays this court forever get such CDS Van Zandt LLC and ROBERT DOW off my property.

UDO BIRNBAUM
540 VZ County Road 2916
Eustace, TX 75124
903 802-9669
BRNBM@AOL.COM

***** NOTE: INSERT continues *****

Attach:

Warranty deed Thibodeaux to Birnbaum, LISA L. GIROT as **notary**
(title NOT even an issue, issue is “*in actual possession of the property*”)

Warranty deed, Girot etc to CSD, LISA L. GIROT as **grantor**, same Lisa
(**Lisa never had anything to “grant”**, no property ever in her name,
a simple title search by Flowers Davis would have caught it!)

Larry Morris pasture lease – as ‘tenant’ and me as ‘landlord’ (owner in possession)

Insane sudden appearance of CSD Van Zandt – e-mail thread – threatening eviction

Insane eviction of myself as “tenant at will” – off my own “in possession” property

“Battle at the Gate” - the hardware – ‘taking turns with the guillotine’

“The Silver Car” – my civilized alternative to ‘shotgun through the radiator’

“Buy land 50% below market value” – ROBERT DOW ‘Remarkable Land LLC’

NOTE: Matter of title NOT at issue. “Actual possession” is the ONLY ISSUE.
So of course is the issue of “actual fraud” by CSD deed by Celia C. Flowers

(Lisa Girot had NOTHING to grant, an issue for District Court “trespass to try title”, and all involved in “bringing about” this THEFT by unlawful “appropriation” by purported “transfer of title”)

***** NOTE: END OF INSERT *****

VIII.
DECLARATORY JUDGMENT

24. The CSD claim of chain of title based on warranty deed of April 12, 2002 to Gwendolyn Wright Thibodeaux is broken by:

- GWENDOLYN WRIGHT THIBODEAUX April 29, 2002 to BIRNBAUM
- LOUIS THIBODEAUX April 3, 2017 to BIRNBAUM
- 20 YEAR PEACEABLE AND ADVERSE POSSESSION by BIRNBAUM

25. Defendant BIRNBAUM adopts and incorporates everything for all purposes and asks the Court to declare the above-referenced deeds to him as conveying superior title and possession of the property to the current “in actual possession” and Defendant in this case, UDO BIRNBAUM. In accordance with Texas Civil Practice & Remedies Code Chapter 37.009, Defendant is entitled to recover reasonable and necessary attorney fees.

IX.
TRESPASS TO TRY TITLE

26. Out of abundance of precaution, Defendant pleads Trespass to Try Title in the alternative

X.
APPLICATION FOR TEMPORARY INJUNCTION

27. In a request for injunctive relief, "the only question before the court is the right of the applicant to a preservation of the status quo of the subject matter of the suit pending a final trial of the case on its merits." *Middagh v. Tiller-Smith Company, Inc.*, 518 S.W.2d 589 (Tex. App.--El Paso [8¹¹¹ Dist.] 1975, no writ.) (quoting *Transport Co. of Texas v. Robertson Transports, Inc.*, 261 S.W.2d 549, 552 (Tex. 1953)). In order to receive a temporary injunction, a plaintiff must show: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent and irreparable injury absent injunctive relief, with no adequate remedy at law. See *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198,204 (Tex. 2002); *Henderson v. KRTS, Inc.*, 822 S. W.2d 769, 773 (Tex. App.-Houston [1 st Dist.] 1992, no writ).

28. Counter Plaintiff adopts and incorporates the foregoing paragraphs herein for all purposes. Counter Plaintiff seeks a temporary injunction to preserve the status quo of the Property. Specifically, Counter Plaintiff requests the Court to enjoin Plaintiff from denying Counter Plaintiff access to the Property. Counter Plaintiff has a cause of action against Plaintiff as set out in full, hereinabove. Counter Plaintiff also has a probable right to the relief sought as Counter Plaintiff unequivocally owns the Property outright. Plaintiff has refused to vacate Counter Plaintiff's property and, on numerous occasions, has obstructed Counter Plaintiff's access to the property. Plaintiff's actions will continue to disrupt the status quo, and Counter Plaintiff will be left with no adequate remedy at law absent action from this Court.

29. Stated otherwise, the damage done and threatened by Plaintiff's actions will likely continue but for the intervention of this Court. Such damage is continuing and, to a large degree, intangible because the loss of Counter Plaintiff's ingress and egress cannot be fully calculated nor compensated. In the period leading up to the filing of this suit, Plaintiff's actions have been erratic and unpredictable, including Plaintiff removing Counter Plaintiff's no trespass sign even numerous times cutting Counter Plaintiff's chain and lock.

30. Unless Plaintiff is restrained from blocking access to Counter Plaintiffs' property, Counter Plaintiff will suffer probable, imminent injury. In fact, the equitable factors weigh in favor of Counter Plaintiff. If relief is denied, and Counter Plaintiff is denied access to the Property, Counter Plaintiffs injury is much greater than any injury to Plaintiff if relief is granted.

31. Counter Plaintiff would further show the Court that it is entitled to injunctive relief herein, pursuant to Texas Civil Practice and Remedies Code, Section 65.01 J(5), wherein it states in relevant parts: "A writ of injunction may be granted if ... (5) irreparable injury to real or personal property is threatened, irrespective of any remedy at law." Accordingly, Counter Plaintiff repleads the allegations set out above and would show the Court that Plaintiff's threatened conduct would cause irreparable injury to Counter Plaintiff's right of ingress and egress to use and enjoy its property, and Counter Plaintiff is therefore entitled to injunctive relief.

32. Counter Plaintiff asks the Court to set its application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Plaintiff.

33. Counter Plaintiff has joined all indispensable parties under the applicable Texas Rule of Civil Procedure.

XI. **JURY DEMAND**

34. Defendant seconds Plaintiff CSD Van Zandt LLC already made demand for jury. Plaintiff has already tendered the required fee.

PRAYER

UDO BIRNBAUM, Defendant, Counter and Cross Plaintiff, prays for as above and such other relief as he may show himself to be justly entitled.

UDO BIRNBAUM, *Pro Se*
540 VZ County Road 2916
Eustace, TX 75124
903 802-9669
BRNBM@AOL.COM

Certificate of Service

Copy today September 28, 2022 by CMRR 7021 2720 0002 2602 1271 to Celia C. Flowers, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

"Battle at the Gate" - the hardware - 'taking turns with the guillotine'. CSD only made themselves 2 signs - just for me. The heavy chain and lock was MINE. CSD kept cutting MY locks, removing MY No Trespassing notices .



"The Silver Car" - my civilized alternative to "shotgun through the radiator". My "silver car" and MY warranty deed with MY "NO TRESPASSING". CSD multiple times took down MY notices.



This picture courtesy CSD Van Zandt
"PLAINTIFF'S ORIGINAL PETITION"



This picture courtesy CSD Van Zandt
"PLAINTIFF'S ORIGINAL PETITION"



This picture courtesy CSD Van Zandt
"PLAINTIFF'S ORIGINAL PETITION"

Birnbaum did NOT cut this lock. Birnbaum's
pasture leaser did - TO GET TO HIS COWS



How doers
get more done.

TEXT HOMEDEPOT TO APPLY 52270
6110 LEMMON AVE DALLAS, TX 75209

0589 00062 44891 07/20/22 06:56 PM
SALE CASHIER KAREN

020066433543 SPRAY PAINTS <A>
SPECIALTY FLUORESCENT PINK
208.48 16.96

071649309496 SS COMBI PDL <A>
2-1/4 IN. STAINLESS COMBI PADLOCK
2025.48 50.96

887480110326 LOGGRD43ZC <A> 39.98
LOGGING GRD43 3/8"X14"W/HOOKS ZNC

SUBTOTAL 107.90
SALES TAX 8.90
TOTAL \$116.80

XXXXXXXXXXXX1379 DEBIT USD\$ 116.80

AUTH CODE 000724
Chip Read Verified By PIN
AID A000Q000980840 US DEBIT

0589 07/20/22 06:56 PM



0589 62 44891 07/20/2022 2152

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/18/2022

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www.homedepot.com/survey

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PASSWORD: 22370 90071

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Tx Van Zandt
Givot

7/20/2022

paint, padlocks + chain

* Birnbaum cut +
removed our chain +
Lock

Birnbaum did NOT cut this lock. Birnbaum's
pasture leaser did - TO GET TO HIS COWS

Cheshire Cat
Alice in Wonderland

