

Suit was for an unpaid "open account" for legal services.
There was of course no open account.
Jury should have been asked if there WAS.
Also should have been instructed as to what "open account" WAS.
See below. ALL FRAUD by Judge Paul Banner.



I certify this to be a true and exact copy of the original on file in the District Clerk's Office, Van Zandt County, Texas.

Candi Scott

THE LAW OFFICES OF
G. DAVID WESTFALL, P.C.

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IN THE DISTRICT COURT

www.OpenJustice.US

v.

294th JUDICIAL DISTRICT

UDO BIRNBAUM

VAN ZANDT COUNTY, TEXAS

COURT'S CHARGE

See Question No. 1.
Few pages down below.
ALL FRAUD

LADIES AND GENTLEMEN OF THE JURY:

This case is submitted to you by asking questions about the facts, which you must decide from the evidence you have heard in this trial. You are the sole judges of the credibility of the witnesses and the weight to be given their testimony, but in matters of law, you must be governed by the instructions in this charge. In discharging your responsibility on this jury, you will observe all the instructions which have previously been given you. I shall now give you additional instructions which you should carefully and strictly follow during your deliberations.

1. Do not let bias, prejudice or sympathy play any part in your deliberations.
2. In arriving at your answers, consider only the evidence introduced here under oath and such exhibits, if any, as have been introduced for your consideration under the rulings of the court, that is, what you have seen and heard in this courtroom, together with the law as given you by the court. In your deliberations, you will not consider or discuss anything that is not represented by the evidence in this case.
3. Since every answer that is required by the charge is important, no juror should state or consider that any required answer is not important.
4. You must not decide who you think should win, and then try to answer the questions accordingly. Simply answer the questions, and do not discuss nor concern yourselves with the effect of your answers.

BY _____
DEP.
DIST. CLERK VAN ZANDT CO. TX.
02 APR 11 PM 5:57
CLERK AS COND.

5. You will not decide the answer to a question by lot or by drawing straws, or by any other method of chance. Do not return a quotient verdict. A quotient verdict means that the jurors agree to abide by the result to be reached by adding together each juror's figures and dividing by the number of jurors to get an average. Do not do any trading on your answers; that is, one juror should not agree to answer a certain question one way if others will agree to answer another question another way.

6. You may render your verdict upon the vote of ten or more members of the jury. The same ten or more of you must agree upon all of the answers made and to the entire verdict. You will not, therefore, enter into an agreement to be bound by a majority or any other vote of less than ten jurors. If the verdict and all of the answers therein are reached by unanimous agreement, the presiding juror shall sign the verdict for the entire jury. If any juror disagrees as to any answer made by the verdict, those jurors who agree to all findings shall each sign the verdict.

These instructions are given you because your conduct is subject to review the same as that of the witnesses, parties, attorneys and the judge. If it should be found that you have disregarded any of these instructions, it will be jury misconduct and it may require another trial by another jury; then all of our time will have been wasted.

The presiding juror or any other who observes a violation of the court's instructions shall immediately warn the one who is violating the same and caution the juror not to do so again.

When words are used in this charge in a sense that varies from the meaning commonly understood, you are given a proper legal definition, which you are bound to accept in place of any other meaning.

Answer "Yes" or "No" to all questions unless otherwise instructed. A "Yes" answer must be based on a preponderance of the evidence *unless otherwise instructed*. If you do not find that a preponderance of the evidence supports a "Yes" answer, then answer "No." The term "preponderance of the evidence" means the greater weight and degree of credible testimony or evidence introduced before you and admitted in this case. Whenever a question requires an answer other than "Yes" or "No," your answer must be based on a preponderance of the evidence *unless otherwise instructed*.

INSTRUCTION

A fact may be established by direct evidence or by circumstantial evidence or both. A fact is established by direct evidence when proved by documentary evidence or by witnesses who saw the act done or heard the words spoken. A fact is established by circumstantial evidence when it may be fairly and reasonably inferred from other facts proved.

This was a JURY trial. Judge should not have ruled that there even was a "failure to comply". ALL FRAUD!

QUESTION NO. 1

What sum of money, if paid now in cash, would fairly and reasonably compensate The Law Offices of G. David Westfall, P.C., for its damages, if any, that resulted from the Defendant, Udo Birnbaum's, failure to comply with the agreement between the Plaintiff and the Defendant?

INSTRUCTION: Fraudulent instruction. Suit was for unpaid "open account."

You are instructed that after the attorney-client relationship is terminated, a client or an attorney can have post termination obligations to each other, such as, the client is still obligated financially for the lawyer's time in wrapping up the relationship and the lawyer is still obligated to perform tasks for the client to prevent harm to the client during the termination process.

ANSWER: There was no "wrapping up" to do. I had fired him for deceiving me.

Answer in dollars and cents:

ANSWER: \$15,817.60

Suit claimed unpaid OPEN ACCOUNT.

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Jury should have been instructed as to what OPEN ACCOUNT is, that it is SYSTEMATIC SALES AND DELIVERY of "goods or services", like between a lumber yard and a builder.

(Retaining a lawyer of course does NOT fall in this category)

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Questions should have been:

1. Was there indeed an "open account"?
2. Was there indeed a "sale and delivery" of "goods or services"?
3. Did the "goods or services" indeed have any WORTH?

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(Lawyer had talked me into suing a bunch of judges under the Anti-racketeering statute RICO. What do you suppose are the chances of prevailing on such is? ZERO. No worth!)

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Oh how gullible I was for trusting attorney G. David Westfall, who had solicited me through one of his many lady clients who were working off "legal fees" at his "Westfall Family Farms".

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Yes, we all know there crooked lawyers, but it is CROOKED JUDGES THAT MAKE IT ALL POSSIBLE.

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And the Texas Attorney General makes it all possible by DEFENDING these MONSTERS, when he should be PROSECUTING them!

QUESTION NO. 2

What is a reasonable fee for the necessary services of the Plaintiff's attorneys in this case, stated in dollars and cents?

Answer in dollars and cents for each of the following:

- | | |
|--|------------------------|
| A. For preparation and trial in this matter: | \$ <u>\$ 41,306.91</u> |
| B. For an appeal to the Court of Appeals, if necessary: | \$ <u>20,000.00</u> |
| C. For making or responding to a petition for review to the Supreme Court of Texas | \$ <u>5,000.00</u> |
| D. If petition for review is granted by the Supreme Court of Texas | \$ <u>10,000.00</u> |