

No. 14-00266

UDO BIRNBAUM	\$	
Plaintiff	\$	IN THE DISTRICT COURT
v.	\$	
	\$	
Christina Westfall, Stefani Podvin, and	\$	294th JUDICIAL DISTRICT
Frank C Fleming	\$	
“The Westfall Bunch”, reference only	\$	VAN ZANDT COUNTY,
	\$	TEXAS
THREE PIECES OF PAPER	\$	
At Issue (“defendants”?)	\$	

Notice of Concurrent Criminal Complaint upon this Matter

With the Van Zandt DA – same facts issue – but for a different “cure”

TO THIS HONORABLE COURT, WHOSOEVER:

This Notice of Concurrent Criminal Complaint upon this Matter to inform that the matter of these “judgments” at issue in this cause (no. 14-00266) – as procured in this 294th District Court in cause no. 00-00619 - - is also before the Van Zandt County Criminal District Attorney – for their distinct “cure”.

Such documents before our DA as follows:

* * * Start of complaint to DA * * *

6-25-2012

To: Chris Martin, Van Zandt District Attorney
400 S. Buffalo St.
Canton, Texas 75103

re: **Complaint of Securing Execution of Documents by Deception**
(Sec. 32.46 Second Degree Felony)

Dear Mr. Martin:

Here is sworn Complaint of Securing Execution of Documents by Deception – including sworn evidence thereto – of the 2014 crime.

Here also, for a little bit of the “bigger picture”, copy of my current complaint in our 294th District Court, titled First Amended Original Petition to Declare three judgments as inconsistent with due process, unlawful, criminal, and void.

My complaint to you is to do away with these criminals – as only you can.

My complaint to the Court is to do away with these criminals’ handiwork - as only the court can.

For the “bigger picture” - these guys stole from me – in 2002 – using the very court as their instrument. But it is their “securing execution of documents” – in 2014 – in Van Zandt County - upon their earlier fraudulently secured documents – that constitutes the fresh crime I am complaining of to you today.

Sincerely,

UDO BIRNBAUM
540 Van Zandt CR 2916
Eustace, TX 75124
(903) 479-3929
brnbn@aol.com

Att: Complaint of Securing Execution of Documents by Deception
First Amended Original, etc, 294th No. 14-00266 – for “the bigger picture”
(each with the key supporting documents)

* * * End of complaint to DA * * *

The complaint to the DA, as titled just above, Complaint of Securing Execution of Documents by Deception, hereby made a part of this Notice of Concurrent Criminal Complaint upon this Matter.

PRAYER

“The Emperor has no clothes”

Plaintiff UDO BIRNBAUM presents for judicial notice his sworn criminal complaint before our DA, including the sworn evidence thereto, as hereby made a part of today’s Notice of Concurrent Criminal Complaint upon this Matter.

These guys STOLE from me – in 2002 – using this very court as their instrument – fraud from the start – they never had a case to start with – followed by EXTRINSIC FRAUD as detailed in this cause (no. 14-00266).

The matter of their ongoing CRIME – in 2014 - is this day before our District Attorney, as detailed in the herewith noticed Complaint of Securing Execution of Documents by Deception.

The matter of these criminals’ HANDIWORK (“Three Pieces of Paper”) – is this day before this court as detailed in First Amended Original Petition to Declare three judgments as inconsistent with due process, unlawful, criminal, and void.

“The Emperor has no clothes”

Sincerely,

UDO BIRNBAUM, Pro Se
540 Van Zandt CR 2916
Eustace, TX 75124
(903) 479-3929
brnbm@aol.com

All statements upon personal knowledge, all attached documents true copies of the originals, except for obvious markups all by me, all of which also upon personal knowledge.

SIGNED this ____ day of _____, 2015

UDO BIRNBAUM

SUBSCRIBED AND SWORN TO BEFORE ME on this ____ day of _____, 2015

Notary Public, State of Texas

Complaint of
Securing Execution of Document by Deception.
SEC. 32.46 SECOND DEGREE FELONY

On or about the 18th day of July, 2014, CHRISTINA WESTFALL and FRANK C. FLEMING, in Van Zandt County, Texas, did then and there, with intent to harm or defraud UDO BIRNBAUM, by deception, to-wit by submitting fraudulent court papers, caused KAREN WILSON, District Clerk, and JUDGE PAUL BANNER, as officers of the Court, to execute by signing a document affecting the pecuniary interest of UDO BIRNBAUM, the value of said pecuniary interest being \$100,000.00 or more, and said documents are of the tenor following:

FRAUD – right out of the chute:

Attorney Retainer Agreement of May 5, 1998 – re \$20,000 prepaid non-refundable Original Petition of Sept 20, 2000 – FRAUDULENT suit of “sworn open account” !

Securing Execution – BY and UPON fraud:

Application for Writ of Scire Facias to Revive Judgment - concealing that not entitled!
Affidavit of Christina Westfall – Mar. 26, 2014 re application to revive judgment
Order Reviving Judgment of June 13, 2014 is a document deceptively secured
Abstract of Judgment of July 18, 2014 is a document deceptively secured
Writ of Execution of July 18, 2014 is a document deceptively secured
Forfeiture pursuant to Section 171.309 etc – The Plaintiff had gone “poof”
Execution has to be in name of PLAINTIFF – but was NOT!

“Fraud vitiates everything it touches”

CHRISTINA WESTFALL, as long-time bookkeeper at Plaintiff Law Offices, and as long-time participant in the court process, since long-ago KNEW that the Original Petition – was a blatant FRAUD.

FRANK C. FLEMING, as long-time office mate at Plaintiff Law Offices, and as long-time participant in the court process, since long-ago KNEW that the Original Petition – was a blatant FRAUD.

BOTH OF THEM, in securing the execution of the documents above, KNEW that what they were presenting to secure execution – was procured by FRAUD.

BOTH OF THEM, in securing execution of the documents above, KNEW that they were unlawfully securing execution in the name of a FORFEITED entity.

Fraud vitiates everything it touches. (common law maxim) Nudd v. Burrows
(1875) 91 U.S. 416.

Fraud destroys the validity of everything into which it enters. Boyce's
Executors v. Grundy (1830) 28 U.S. 210.

Fraud vitiates the most solemn contracts, documents and even judgments.
United States v. Throckmorton (1878) 98 JU.S. 61, 70.

All statements upon personal knowledge, all attached documents true copies of the
originals, except for obvious markups all by me, all of which also upon personal
knowledge.

Attached:

Attorney Retainer Agreement of May 5, 1998 – re \$20,000 prepaid non-refundable
Original Petition of Sept 20, 2000 – **FRAUDULENT** sworn "open account" suit thereon

Application for Writ of Scire Facias to Revive Judgment - concealing that not entitled!

Affidavit of Christina Westfall – Mar. 26, 2014 re application to revive judgment

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Forfeiture pursuant to Section 171.309 etc – The Plaintiff had gone "poof"

Execution has to be in name of **PLAINTIFF** – but was NOT!

Lots more detailed "stuff" at www.OpenJustice.US

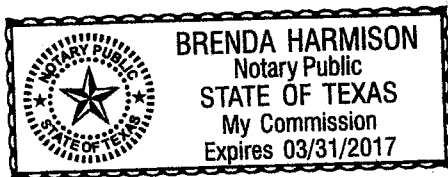
Udo Birnbaum

UDO BIRNBAUM
540 Van Zandt CR 2916
Eustace, TX 75124
(903) 479-3929
brnbm@aol.com

SIGNED this 25 day of June, 2015

Udo Birnbaum
UDO BIRNBAUM

SUBSCRIBED AND SWORN TO BEFORE ME on this 25th day of June, 2015



Brenda Harmison
Notary Public, State of Texas

Complaint securing by deception re 1st
page 2 of 2 pages

THIS is the document - and the ONLY document - upon which judgments of \$85,000, another for \$65,000, and yet another for \$125,000, all plus 10% interest since 2002 - all in the SAME case - were assessed against Mr. Birnbaum.
Total TODAY - \$500,000 or so.

ALL fraudulent legal fees - and fraudulent legal fees - for collecting on fraudulent legal fees. "Smoke OLD MOLD - the ONLY cigarette - that is ALL filter"

LAW OFFICES OF
G. DAVID WESTFALL, P.C.
A Professional Corporation
714 JACKSON STREET
700 RENAISSANCE PLACE
DALLAS, TEXAS 75202

www.OpenJustice.US

Telephone: (214) 741-4741
Fax: (214) 741-4746

May 5, 1999

Mr. Udo Birnbaum
Route 1 Box 295
Eustace, Texas 75124

This "agreement" is the ONLY agreement ever between the parties.

It was upon THIS agreement that G. David Westfall brought a SWORN suit claiming an additional \$18,000 due on an unpaid "OPEN ACCOUNT". (above the \$20,000 PREPAID non-refundable "retainer-fee".
FRAUD - right out of the chute.

RE: Birnbaum v. Ray, et al.

Dear Mr. Birnbaum:

This is clearly NOT an "open account" - but merely a prepaid "non-refundable retainer fee".

You have requested that I act as your attorney in the above referenced suit pending in the U.S. District Court for the Northern District of Texas. This letter sets forth the agreement concerning our representation of you. This agreement shall become effective upon our receipt of a counter-signed copy of this agreement and upon the payment of the retainer.

More next pages

You agree to pay our firm a **retainer fee** of \$20,000.00, which is **non-refundable**. This retainer is paid to us for the purpose of insuring our availability in your matter. The retainer will be credited against the overall **fee** in your matter.

We have agreed to handle this matter on an hourly basis at the rate of \$200.00 per hour for attorney time and \$60.00 per hour for paralegal time. In addition, we have agreed that you will reimburse us for expenses incurred on your behalf, such as, but not limited to, filing fees, deposition expenses, photocopy expenses, travel expenses, and employment and testimony of expert witnesses, if necessary. I will not obligate you for any large expense without your prior approval. I would ask and you have agreed to pay **expenses** as they are incurred.

After the \$20,000.00 has been expended in time we will then operate on a hybrid type of agreement wherein we will lower our hourly rate to \$100.00 for

Mr. Birnbaum
May 5, 1999
Page two

does NOT use the phrase "IS DUE" as is used for BILLING on an "Open Account" - or for that matter - ANY account!

This is the ONLY "right" retained for "non-payment". "expressio unius est exclusio alterius" (to name one is to exclude all others)

attorney's time and \$30.00 an hour for paralegal time, but then charge as an additional fee a 20% contingency of the gross recovery in this case.

You will be billed monthly for the time expended and expenses incurred. Payment of invoices is **expected** within 10 days of receipt unless arrangements are made in advance. We reserve the **right to terminate** our attorney-client relationship for any of the following reasons:

clearly NOT "open account"

1. Your **non-payment** of fees or costs;
2. Your failure to cooperate and comply fully with all reasonable requests of the firm in reference to your case; or
3. Your engaging in conduct which renders it unreasonably difficult for the firm to carry out the purposes of its employment.

Fees and costs, in most cases, may be awarded by the Judge against either party. Sometimes, the court makes no order for fees or costs. Because fees and costs awards are totally unpredictable, the court's orders must be considered merely "on account" and the client is primarily liable for payment of the total fee. Amounts received pursuant to any court order will be credited to your account.

You have represented to me that the purpose of this litigation is compensation for damages sustained and that you are not pursuing this matter for harassment or revenge. In this regard, if settlement can be reached in this case whereby you will be reimbursed for all actual damages and I will be paid for my services, you agree to accept the settlement. Notwithstanding this agreement, however, I will not settle this cause of action without your prior approval and any settlement documents must bear your signature.

Inasmuch as I am a solo practitioner, we have agreed that I at my sole discretion may hire such other attorneys to assist in the prosecution of this matter as may be reasonably necessary.

Mr. Birnbaum
May 5, 1999
Page three

Ever wonder what is wrong with our courts?
*
Just read this stuff - UNBELIEVABLE - but real.

FRAUD - right out of
the chute - and ever
after!

I will keep you informed as to the progress of your case by sending you copies of documents coming into and going out of our office. Every effort will be made to expedite your case promptly and efficiently. I make no representations, promises or guarantees as to the outcome of the case other than to provide reasonable and necessary legal services to the best of my ability. I will state parenthetically, from what you have told me, you have a very good case. Various county officials and others involved in this matter should never have done what they apparently did. I will explain in detail the ramifications and affect of Section 1983 and Civil Rico when we next meet.

Please retain a copy of this letter so that each of us will have a memorandum of our understanding concerning fees and expenses.

A "memorandum of our understanding" - regarding a "retainer agreement" for a lawyer - regarding "expectations" - does NOT constitute the opening of a commercial "OPEN ACCOUNT" for the purpose of dealing with systematic "SALE AND DELIVERY" of "GOODS OR SERVICES"!

Sincerely yours,

Accepted: Udo Birnbaum
Udo Birnbaum

Date: 5-5-99

Ever wonder what is wrong with our courts?

www.OpenJustice.US

No. 00-00619

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

vs.

"The Law Offices"

UDO BIRNBAUM

)
)
)
)
)

IN THE DISTRICT COURT

294th JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

FILED FOR RECORD
00 SEP 21 PM 4:08
NANCY YOUNG
DIST. CLERK VAN ZANDT CO. TX
DEP

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, THE LAW OFFICES OF G. DAVID WESTFALL, P.C., Plaintiff,
complaining of UDO BIRNBAUM, hereinafter referred to as Defendant, and for cause of action
would respectfully show the court the following:

Birnbaum was retaining attorney G. David Westfall. That "Law Offices" mumbo-jumbo in the "retainer" - was already intent to harm Birnbaum by a fraudulent "open account" suit!

I.

Plaintiff is a professional corporation with its principle office and place of business in Dallas, Dallas County, Texas.

principal

Defendant is an individual whose residence is in Eustace, Van Zandt County, Texas and may be served with process at Route 1, Eustace, Texas.

"sale and delivery" of "goods or services"

ABSOLUTE FRAUD - retained G David Westfall. One CANNOT retain a "LAW OFFICE"!

II.

On or about May 5, 1999, Defendant retained Plaintiff to perform legal services in a civil matter in Cause No. 3:99-CV-0696-R in the United District Court for the Northern District of Texas in Dallas, Dallas County, Texas.

the attorney retainer agreement has NO SUCH WORDS- only "we reserve the right to terminate for non-payment"

watch the wording

III.

The legal and/or personal services were provided at the special instance and requested of Defendant and in the regular course of business. In consideration of such services, on which systematic records were maintained, Defendant promised and became bound and liable to pay Plaintiff the prices charged for such services and expenses in the amount of \$18,121.10, being a reasonable charge for such services. A true and accurate photostatic copy of the accounts for services rendered are attached hereto by reference for all purposes as Exhibit "A". Despite Plaintiff's demands upon Defendant for payment, Defendant has refused and failed to pay the

this is legal wording for "open account"

"prices charged" - sounds like a lumber yard - charging for the stuff sent to a builder - on "OPEN ACCOUNT. "you order - we send - and put it on your bill! "SALE AND DELIVERY OF GOODS"

again, no such right established by the lawyer "retainer agreement"

standard "open account" wording

www.OpenJustice.US

account to Plaintiff's damage in the total amount of \$18,121.10. All just and lawful offsets, payments and credits have been allowed.

IV.

Plaintiff is entitled to recover reasonable attorney's fees incurred in the filing of this suit. Demand for payment from Defendant has been made. Plaintiff requests reasonable attorney's fees as determined by the trier of fact.

WHEREFORE PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and answer and upon final hearing, Plaintiff have judgment against Defendant for \$18,121.10 plus prejudgment and postjudgment interest at the highest rate allowed by law, attorney's fees, costs of court and for such other and further relief, both at law and equity, to which Plaintiff may show himself to be justly entitled.

Cause clearly brought as an "open account".

The "elements" of an "open account":

- 1. That an open account indeed existed
- 2. That there was indeed "sale and delivery of goods or services"
- 3. That the goods or services had "worth".

*

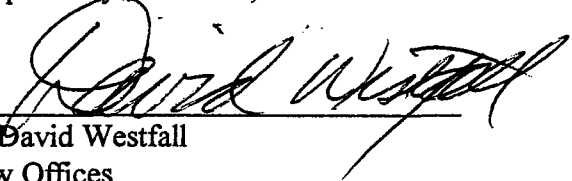
NONE of this was submitted to the jury! Judge Paul Banner - over objection by Birnbaum - instead POISONED the jury:

*

QUESTION 1: "How much does Birnbaum owe by his FAILURE TO ABIDE by the agreement?" (my paraphrase - details in later documents)

Intentionally defrauded the jury. FRAUD UPON THE COURT - BY THE COURT

Respectfully submitted,



G. David Westfall
Law Offices
714 Jackson Street
Suite 217
Dallas, Texas 75202
(214) 741-4741
Facsimile (214) 741-4746

Ever wonder what is wrong with our courts? KEEP LOOKING