

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

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

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

SIGNED this ____ day of _____, 2015

UDO BIRNBAUM

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

Notary Public, State of Texas