CAUSE NO. 22-00105

CSD VAN ZANDT LLC Plaintiff/Counter Defendant	$	
v.		
UDO BIRNBAUM Defendant/Cross Plaintiff	$	IN THE DISTRICT COURT
v.	$	294th DISTRICT COURT
ROBERT O. DOW COREY KELLAM CELIA C. FLOWERS	$	VAN ZANDT COUNTY, TX
VAN ZANDT COUNTY Cross Defendants	$	

Motion for Sanctions and Criminal Refer

Defendant BIRNBAUM is actively being thieved before this Court

Chronology

January 24, 2020, call from LISA GIROT, already setting me up for THEFT.
https://drive.google.com/file/d/1INrd0ZJUakRIi92-pk-j9YcWvgvy8fvE/view?usp=share_link

June 24, 2022, call from a Corey Kellam telling me a CSD Van Zandt LLC had purchased "that property", desperately grasping for information, I perplexed.
https://drive.google.com/file/d/1LGbi6mfVshI0S89a7dFhUkDKO9BJI6Ly/view?usp=share_link

June 30, 2022, Kellam serves *Notice of Eviction*, for me as "tenant at will", out of my own 1 1/2 story 2200 square foot house I have been living in ever since 1985. Eviction of course solely by JP court. Title solely by district court, so onward next.
https://drive.google.com/file/d/1KO5HeeNh1TNZAIuu8cb11UcOu0uff8rZ/view?usp=share_link

August 24, 2022, Plaintiff's *Original Petition and Application for Temporary Injunction* for trespass to try title and declaratory relief in this 294th District Court. Lots of distractions about entitlement – present no evidence of actual chain of title.
https://drive.google.com/file/d/12wjzO4PGBEybZxMHl02NlfmrUirWT5UC/view?usp=share_link

August 29, 2022, Defendant's *Answer and Counterclaim*, for $850K.
https://drive.google.com/file/d/1XkDrIxrRyLnzHL-3qEiP8qYYTfZI_8Sv/view?usp=share_link

September 28, 2022, Defendant's *First Amended Answer, Counter, Cross, Trespass to Try Title, Law Licenses, Criminal Refer*. Reading them the Riot Act.
https://drive.google.com/file/d/1GD6KYylOPne04KQRGNcmF2Cs5b7hsksk/view?usp=share_link

October 28, 2022, Plaintiff without ever discovery, does **simultaneous dump**:

> *Plaintiff's First Amended Original Petition and Application for Temporary Injunction.* Distractions about entitlement – present no evidence of actual chain of title.
> https://drive.google.com/file/d/18vf-IJnVJkdZ-gMoFlYoqSAbtpHr0dSe/view?usp=share_link

Plaintiff's Traditional Motion for Summary Judgment thereon. Repeat of distractions about entitlement – present no evidence of actual chain of title.
https://drive.google.com/file/d/15ZUHymszto_XEQhUM9Vb0FCR3KJ9CLZc/view?usp=share_link

Notice of Hearing thereon by "hearing by submission" for Nov. 14, 2022 at 4:30 p.m.
https://drive.google.com/file/d/1MjLEX6GCYq2Udxfw48MuQXf609EtUsCp/view?usp=share_link

November 3, 2022, Defendant's *Response to this Court's Setting for hearing by Submission of Plaintiff's MSJ for Nov. 14, 2022*, loudly and specifically detailing and **complaining of such fraud**
https://drive.google.com/file/d/1LYBtIn9ZmhrJrWnToRpN6LCxaV6948uy/view?usp=share_link

November 11, 2022, *Plaintiff's Response to First Set of Interrogatories to CSD Van Zandt LLC*, Answer not as required by Plaintiff and sworn to as such, but **lawyer gobbledygook VERIFIED by the Plaintiff**. Pathetic.
https://drive.google.com/file/d/1WFVqoh8neDbttp1na5UJSZwSiFdRJmUm/view?usp=share_link

November 13, 2022, Sunday morning 10:30 am, the very day before the fraudulent "hearing by submission" for Nov. 14, 2022, Plaintiff's Katryna R. Watkins filed Plaintiff's Objections to Defendant's Exhibit Evidence
https://drive.google.com/file/d/1Zj19rZGcTHjtSHynvdXFyMjdq5aIqygs/view?usp=share_link

November 25, 2022, *Defendant's First Request for* Production, to show their supposed chain of title.
https://drive.google.com/file/d/1dUeGDmixtXie37MaIwqXMBUu_LqHPxjB/view?usp=share_link

December 5, 2022, *Defendant's Motion for Summary* Judgment, because they cannot produce a chain of title. Everybody is in on their scam.
https://drive.google.com/file/d/1HW84WA5VDEQENEGk9x9W6iPwjRLMPwYd/view?usp=share_link

Introductory Summary

1. This case is NOT at all a dispute **over** a land title as portrayed by Plaintiff, for Plaintiff bought a bag of air and has no title at all, but rather a fraud – **to thieve** a land title – by duping this Court - by a horde of crooked lawyers, chief facilitator being a CELIA C. FLOWERS.

2. The supposed grantors to CSD Van Zandt LLC never held title to convey to anyone. CSD eviction of 86 year old me, UDO BIRNBAUM, out of my 37 year lived in brick house, by bulldozer, lock and chain, tearing out 3000 feet of fences and gates, attempted JP Court

eviction etc, went spectacularly awry, so now this theft by District Court, pound the table, and blame the victim. www.DamnCourthouseCriminals.com

3. Such CELIA C. FLOWERS, as fabricator *("prepared in the office of CELIA C. FLOWERS"*) of the CSD deed, plus also bringer into this Court and current attorney for CSD Van Zandt LLC, also the owner of East Texas Title used to "close" this scam, together with other lawyers from her FLOWERS DAVIS empire, has dragged into this court what they all know is not a warranty deed at all, but a quit claim deed, fraudulently titled and presented as a warranty deed, observe the words, "*without recourse against grantor"*, next to last paragraph above first signature. https://drive.google.com/file/d/1PaNLMHHFYrx9SV52nFEvYIMuGAP2ZlnZ/view?usp=share_link

4. The weasel words show intent. All knew, and certainly all now know, after all the paper thrown, that it is not, never was, anything but a mere quit claim deed, which is not a conveyance of title at all, and fraudulent even by its own words alone.

5. Such specific phrases do not make themselves, much like even an infinity of monkeys with typewriters do not make for even a single copy of the Gettysburg address. More later regarding history of such pattern of conduct by such CELIA C. FLOWERS.

6. Such fraud also indicated by all the FLOWERS DAVIS lawyers' pleadings and documents as to entitlement to an estate, instead of simply presenting their supposed CSD chain of title to show their supposed grantors indeed having held title to convey forward onto CSD Van Zandt LLC.

7. Their grantors never had title to convey, and everybody, certainly by now, knows it!

8. Such fraud also indicated by response to my interrogatories, FLOWERS DAVIS lawyers' pretense of not knowing what my question was all about:

> PLEASE NOTE: Standard rules apply: responses to be verified, answers to be preceded by the question, 30 days, etc. Also RCP 197.2 Response to Interrogatories (d) Verification required; A responding party - **not an agent or attorney** as otherwise permitted by Rule 14 - must sign the answers under oath
>
> **RESPONSE TO FIRST SET OF INTERROGATORIES**
> **INTERROGATORY NO. 1:** Identify the document of title conveying legal capacity to such LISA LEGER GIROT to bring about such transfer of title (Plaintiff Attachment 1).
> **ANSWER:**
> Plaintiff objects to the foregoing interrogatory as vague and unclear, as "legal capacity" is not defined. Moreover, Plaintiff further objects to Defendant's reference to "Plaintiff Attachment 1", as there is no attachment. *See Davis v. Pate*, 915 S.W.2d 76, 79 n.2 (Tex. App.---Corpus Christi 1996, orig. proceeding).

9. It is clear to the Plaintiff as to who is plaintiff, and "legal capacity" is in any law dictionary, i.e. their grantors never held anything to convey. Instead of Answer by and sworn to by ROBERT O. DOW, as owner of CSD, comes back gobbledygook by the lawyers, verified by Dow!

https://drive.google.com/file/d/1WFVqoh8neDbttp1na5UJSZwSiFdRJmUm/view?usp=share_link

10. And the starting fraud was the deed done by CELIA C. FLOWERS and her East Texas Title.

https://drive.google.com/file/d/1PaNLMHHFYrx9SV52nFEvYIMuGAP2ZlnZ/view?usp=share_link

11. Such fraud also indicated by such CELIA C. FLOWERS bringing that fraudulent Affidavit of LISA L. GIROT, having Girot attest not to evidence of actual **title**, but likewise only upon supposed

entitlement, of having Girot knowing someone in the old folks home, of Girot taking someone to the dentist, of Girot "knowing" someone in an old folks home in Louisiana and somehow at the same time by same Affidavit having him supposedly cultivating my 150 acres in Texas, i.e. Celia C. Flowers having such Girot machinate title "by possession":

https://drive.google.com/file/d/1rbh_WSuOmlPvgkG_Bkco9CIZ7YbeU53w/view?usp=share_link

> "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 property. Since Mr. Thibodaux's passing, I have maintained payment of taxes on the property."

Their grantors never had title to convey! And everyone knows it.

12. Such also indicated by the very bringing by FLOWERS DAVIS lawyers of that Affidavit of ROBERT O. DOW, having Dow attest that,

https://drive.google.com/file/d/1S4uG24uZ3hq-_B5RIWa6hyYt2b8kEYPv/view?usp=share_link

> "3 . 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.",

While at the same CELIA C. FLOWERS telling this Court,

> "17. Here, Plaintiff purchased the Subject Property in good faith and for value. Plaintiff also purchased the Subject Property without actual or constructive notice of Defendant's alleged interest in same."

13. Such CELIA C. FLOWERS and her cohort lawyers know that living in one's 2200 square foot brick house on the highest point on the property and cows, calves and hay all over the place is clear and convincing evidence of conveying constructive notice of "interest in the property". Details Flower Davis' attorney Corey Kellam first phone contact.

https://drive.google.com/file/d/1LGbi6mfVshI0S89a7dFhUkDKO9BJI6Ly/view?usp=share_link

14. Such CELIA C. FLOWERS has CSD plead to what she knows, as a lawyer, and as a specialist in "curing title", is not true, not of the common spoken language, but of lawyer construction and therefore a fraud by her, as attorney, namely:

> "Plaintiff has an interest in the Subject Property as Lisa Leger Girot, Patricia Moore Barclay, and James T. Moore, III conveyed their interests in said property to Plaintiff on or around June 24, 2022 via Warranty Deed with Vendor's Lien filed at Instrument No. 2022-007473 of the Official Public Records of Van Zandt County, Texas.[22] Note, the interest conveyed by the respective grantors was declared valid **by judicial orders**"

"By judicial orders"? An absolute fraud. Because of Girot's belated 2021 probate of 2006 estate of GWENDOLYN WRIGHT THIBODEAUX, no administrator was or could be appointed to make an inventory nor issue any Order other than the 50% - 25% - 25% entitlement.

15. NEVER such "declared by judicial orders", rather such specifically as stated, *"no administration is necessary"* – because of 4 year statute of limitations on 2006 estate by 2021 Lisa Girot probate.

https://drive.google.com/file/d/1EWt_FskCl6t4UsfWtOucxdCAbDHKJXps/view?usp=share_link

16. Such CELIA C. FLOWERS has CSD plead to what she knows, as a lawyer, and as a specialist in "curing title", is not true, not of the common spoken language, but of lawyer construction and therefore a fraud by her, as attorney, namely:

> 17. Here, Plaintiff purchased the Subject Property in good faith and for value. Plaintiff also purchased the Subject Property without actual or constructive notice of Defendant's alleged interest in same. Indeed, when Plaintiff purchased the Subject Property, it had no actual knowledge of the deed Defendant filed in July 2022. Furthermore, as indicated above, at the time of the conveyance to Plaintiff, Ms. Girot informed Plaintiff that she was aware Defendant was occupying a portion of the Subject Property, and that Defendant had never challenged her

ownership of the Subject Property, which is further evidenced by the fact that Defendant never filed the deed he recently filed in July 2022, and the fact that Ms. Girot had been paying taxes on the property since Mr. Thibodeaux's passing.

17. Such CELIA C. FLOWERS is clearly involved, both as creator of title to CSD, and as perpetrator of such as a warranty deed in this Court, in this transfer or purported transfer of title:

https://drive.google.com/file/d/1PaNLMHHFYrx9SV52nFEvYIMuGAP2ZlnZ/view?usp=share_link

> 31.03. THEFT. (a) A person commits an offense if he unlawfully appropriates property with intent to deprive the owner of property.
> 31.01 (4) "Appropriate" means: (A) to bring about a transfer or purported transfer of title to or other nonpossessory interest in property, whether to the actor or another; or

18. Such CELIA C. FLOWERS has a history of such unlawful transfers of title, namely 2012 Louis Thibodeaux to Robinson, involving same East Texas title, same LISA GIROT, same **without having actual title to convey**, likewise with only **50% entitlement**, long before even probate of such by LISA GIROT in 2021.

https://drive.google.com/file/d/11HmL5mwSH54mJ9as8QnGFtIGYIyAv7rU/view?usp=share_link

https://drive.google.com/file/d/1EWt_FskCl6t4UsfWtOucxdCAbDHKJXps/view?usp=share_link

How Robert O. Dow, experienced Dallas land developer,

and Celia C Flowers, Queen of her East Texas Title Empire and of a giant nest of lawyers, how Dow came to borrow $850,000 from Sanger Bank to buy air from a Lisa Girot

19. It was classical means, motive, and opportunity. Opportunity, in this case, by me having to protect my property from $62,885 and $125,770 court sanctions from when I was fraudulently sued in this court over a beaver dam, me not hiring a lawyer, and everybody make an example of me for daring not to hire a lawyer. Details my DamnCourthouseCriminals.com.

Good summary is in my "Why I need to get them to arrest me" – just google the words, maybe as a phrase maybe with "294th" thrown in.

https://drive.google.com/file/d/1fRPYuMNYITQaCeqflV0IcdL0ITXC3PwX/view?usp=share_link
https://drive.google.com/file/d/1Q8WmL-aRE68kza9ZgGsfmWAIy7v4SpxC/view?usp=share_link
https://drive.google.com/file/d/1i0Bxj5Cmk6eSvH2YFic2QmBYc2OeAdz4/view?usp=share_link
https://drive.google.com/file/d/1Ro5FCrTtFliaHnLDD8DzqXJrFDhAt5m2/view?usp=share_link
https://drive.google.com/file/d/1z9Pw22ey1W_a3uG4LPmLL4NdC3C8qZHK/view?usp=share_link

20. That is why I parked my 150 acre property with such GWWENDOLYN WRIGHT THIBODEAUX, upon urging by her and her husband LOUIS THIBODEAUX, with Gwen deeding it back to me, with full understanding that I was not abandoning my property, but rather hiding it from crooks. Full details in my pleadings.

21. I only became aware of the extent of thievery by GIROT upon both me and my buddy LOUIS THIBODEAUX when GIROT called me in 2020 wanting me to pay $7000 in back taxes on the 18 acres undivided I had decided not to pay when the Appraisal District removed the agricultural exemption and I was still trying to hide my property, and Girot was being sued over that 18 acres because GIROT had made herself appear as the owner in the Appraisal District's computer files, and her whole plot unraveled in that phone call, as pleaded by me and as shown and documented by that recording.

https://drive.google.com/file/d/1INrd0ZJUakRIi92-pk-j9YcWvgvy8fvE/view?usp=share_link

22. It was my having to "hide" my property, that tripped up this whole bunch of thieves upon the elderly.

23. And certainly, when Flower's COREY KELLAM first called me to inquire about noticing cows, calves, hay, and me here, they knew that somebody had missed something, but decided to throw lock and chain on me, evict me out of my house, invade by bulldozer, ultimately sue me in this 294th Court, and downhill from there.
https://drive.google.com/file/d/1LGbi6mfVshI0S89a7dFhUkDKO9BJI6Ly/view?usp=share_link

24. Them not knowing that those $62,885 and $125,770 unlawful fines I was trying to protect my 150 acres from and had been protecting me for 20 years, was for crooked judges fining me "for making a mockery of all lawyers and the entire legal system", having them tied up for a full week pro se jury trial, two different suits against me, having drug them up into all the appeals courts, up to the US Supreme Court not once, but twice, including Robert Davis of Flowers Davis upon that beaver matter, as I included a copy of in my Defendant's Motion for Summary Judgment.

25. I have been tied up in this 294th District Court since 1994, almost as long as Celia Flowers has had her law license, FIVE times as Katryna Watkins, 14 more years than Judge Chris Martin, and me real ticked off at 85 years, and here comes LISA GIROT and ROBERT DOW, etc, etc.
https://drive.google.com/file/d/1BGAtOmwU-JeJCyG-HKZgv71ROmXmthty/view?usp=share_link
https://drive.google.com/file/d/1QxvRW6hz8UNsG6dcRXDbuf6ytbO9OTWV/view?usp=share_link

26. Something certainly went awry in the "closing" process. LISA GIROT surely thought she could get by with this and indeed ran off with $850,000 from somebody. Question is who else also believed they could just run over this 85 year old.

27. Corey Kellam, CSD and Robert Dow lawyer, on first contact found himself blind as a bat – clear something was wrong – yet proceeded to evict me with lock and chain and bulldozer. The series of lock and chain and calling the cops on each other - is insane.

28. All that $16,000 + "legal fees" by attorney Katryna Watkins inquiring into probate without Watkins "discovering" no title came out or even could – is criminal. Her whole First Amended Petition is goobledygook after me clearly showing them that the CSD piece of paper is **not a title** at all but a mere **quit-claim** – is criminal.

29. That Plaintiff's MSJ by "hearing by submission" – is criminal. I have the right to hide my 150 acres from thieves.

CLOSING SUMMARY

30. Just as this unlawful transfer of title constitutes THEFT, so of course is that theft upon me that forced me to "park" my title in the first place, and which "parking" so spectacularly drew these thieves upon me.

31. That earlier thievery, however, was more subtle, but likewise THEFT by unlawful appropriation of property, in that case by unlawful judgment liens. So here the other fork of Texas Penal 31.03, ***"or other nonpossessory interest in property"***, regarding that earlier theft:

> 31.03. THEFT. (a) A person commits an offense if he unlawfully appropriates property with intent to deprive the owner of property.
> 31.01 (4) "Appropriate" means: (A) **to bring about** a transfer or purported transfer of title to **or other nonpossessory interest in property**, whether to the actor or another; or

32. So, herewith again, those unlawful transfers "brought about" by Judge Paul Banner and by Judge Ron Chapman, by these judges by their own Orders, unlawful as hell punitive, not coercive, unconditional punitive sanctions, for $62,885 and $125,770, by them forging mere Orders into judgments accumulating interest ever since 2002 and 2004, even "revived" by writ of scire facias, such now as judgment liens on file with the Van Zandt County Clerk:

https://drive.google.com/file/d/1fRPYuMNYITQaCeqflV0IcdL0ITXC3PwX/view?usp=share_link
https://drive.google.com/file/d/1Q8WmL-aRE68kza9ZgGsfmWAIy7v4SpxC/view?usp=share_link
https://drive.google.com/file/d/1i0Bxj5Cmk6eSvH2YFic2QmBYc2OeAdz4/view?usp=share_link
https://drive.google.com/file/d/1Ro5FCrTtFliaHnLDD8DzqXJrFDhAt5m2/view?usp=share_link
https://drive.google.com/file/d/1z9Pw22ey1W_a3uG4LPmLL4NdC3C8qZHK/view?usp=share_link

33. This No. 22-00105 CSD Van Zandt LLC case is NOT at all a dispute over <u>existing land title</u>, but rather a fraud – to create a purported dispute – <u>to forge themselves a land title</u> - by a horde of crooked lawyers – caught with their hands in the cookie jar - trying to dupe this Court – and blaming the victim.

PRAYER

BIRNBAUM, in behalf of himself, and others like him, prays that this Court act accordingly.

Attach 1: Banner insanely unlawful $62,885 Court Fine
https://drive.google.com/file/d/1fRPYuMNYITQaCeqflV0IcdL0ITXC3PwX/view?usp=share_link

Attach 2: Chapman insanely unlawful $125,770 Court Fine
https://drive.google.com/file/d/1Q8WmL-aRE68kza9ZgGsfmWAIy7v4SpxC/view?usp=share_link

Attach 3: Banner unlawful $62,885 property lien
https://drive.google.com/file/d/1i0Bxj5Cmk6eSvH2YFic2QmBYc2OeAdz4/view?usp=share_link

Attach 4: Chapman unlawful $125,770 property lien
https://drive.google.com/file/d/1Ro5FCrTtFliaHnLDD8DzqXJrFDhAt5m2/view?usp=share_link

Attach 5: Petition to Declare as Null – “If it looks like a duck, and quacks like a duck, we have at least to consider the possibility that it is a duck”
https://drive.google.com/file/d/1BGAtOmwU-JeJCyG-HKZgv71ROmXmthty/view?usp=share_link

Attach 6: How to steal from high Office – “Recipe for Theft”
https://drive.google.com/file/d/16oksrb-RZIkWS5TgRk3qGmkPcZiaZyQt/view?usp=share_link

_____

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

Certificate of Service

Today January 2, 2023 by CMRR 7020 0640 0001 3644 1604 to Celia C. Flowers, Flowers Davis, 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701

Just read this stuff - - "inconsistent with due process'". Markups throughout this document. Also inconsistent with contemporaneous finding of "well-intentioned". ALL FRAUD

No. 00-00619

FILED FOR RECORD
03 OCT -8 PM 12:14
KAREN WILSON
DIST. CLERK VAN ZANDT CO. TX
BY

THE LAW OFFICES OF G. DAVID WESTFALL, P.C.	§	**IN THE DISTRICT COURT**
	§	
Plaintiff	§	
	§	
v.	§	**294th JUDICIAL DISTRICT**
	§	
UDO BIRNBAUM	§	
	§	
Defendant/Counter-Plaintiff	§	
	§	
G. David Westfall, Christina Westfall, and Stefani Podvin,	§	
	§	
Counter-Defendants	§	**VAN ZANDT COUNTY, TEXAS**

Was a JURY cause. Had been tried to the JURY. Cannot - a SECOND time - "try to the Court". BLATANT FRAUD. This document is a CYA

See my Rule 218 Request for Clarification and Amendments for details

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above-captioned cause came on for trial to a jury on April 8, 2002. At the conclusion of the evidence, the Court submitted questions of fact in the case to the jury.

In addition to the matters tried to the jury the Court took under consideration the Motion filed by David Westfall, the Plaintiff (the "Plaintiff"), and Christina Westfall, and Stefani Podvin (Christina Westfall and Stefani Podvin collectively referred to herein as the "Counter-Defendants) concerning the filing of a frivolous lawsuit and Rule 13 Sanctions. The combined issues of the counter-claim on frivolous lawsuit and the Rule 13 Motion were tried together to the Court on July 30, 2002. At the proceedings on July 30, 2002, the Plaintiff appeared by counsel, the Counter-Defendants appeared in person and were also represented by their attorney. At the proceedings on July 30, 2002, Udo Birnbaum (the "Defendant/Counter-Plaintiff"), the Defendant/Counter-Plaintiff, appeared pro se.

There was NO "counter-claim" - EVER - in fact they had ALL been DISMISSED by "summary judgement" - long, long ago! ALL FRAUD. Look at heading - had been ONLY "counter-DEFENDANTS

After considering the pleadings, the evidence presented at the trial to the jury as well as the evidence presented at the summary judgment hearings and the sanctions hearing before the Court,

App 55

in response to a request from the Defendant/Counter-Plaintiff, the Court makes its findings of fact and conclusions of law as follows:

Findings of Fact

1. The Defendant/Counter-Plaintiff's claims concerning RICO civil conspiracy claims against Christina Westfall and Stefani Podvin (the wife and daughter of the Defendant/Counter-Plaintiff's former attorney, David Westfall) were groundless and totally unsupported by any credible evidence whatsoever.

Always remember - the court reporter found him saying - that Mr. Birnbaum was "well intentioned". Suddenly all this stuff.

2. The Defendant/Counter-Plaintiff's claims concerning RICO civil conspiracy claims against Christina Westfall and Stefani Podvin were without merit and brought for the purpose of harassment, delay, and to seek advantage in a collateral matter by attempting to cause the original Plaintiff, David Westfall to drop his claim for un-reimbursed legal services provided to the Defendant.

"David Westfall" was NOT the plaintiff! Plaintiff was "The Law Offices" - fraudulently claiming existence of an OPEN ACCOUNT. FRAUD.

3. The Defendant/Counter-Plaintiff was afforded numerous opportunities to marshal his evidence and present any facts to support his allegations concerning RICO civil conspiracy claims against the wife and daughter of the Defendant/Counter-Plaintiff's attorney, David Westfall. The Defendant/Counter-Plaintiff wholly failed to provide any such credible evidence at either the summary judgment phase of the lawsuit or at the hearing on the motion for sanctions.

NEVER was a counter PLAINTIFF

4. The attempt to provide testimony by the Defendant/Counter-Plaintiff concerning RICO civil conspiracy claims were his own opinions and totally uncorroborated by any other evidence.

5. The Defendant/Counter-Plaintiff never established that he had suffered any economic damages as a result of an alleged conspiracy. The Defendant/Counter-Plaintiff was sued by his former counsel to collect money for legal work which had been performed for the Defendant/Counter-Plaintiff for which the Defendant/Counter-Plaintiff had not paid his attorney in

Judge Paul Banner did NOT submit ANY of this to the jury! He INSTRUCTED THEM that Mr. Birnbaum had "FAILED TO ABIDE"!

full. The jury found that the work had been performed by the attorney, the amount charged to the client was reasonable, and that there was an amount owed by the Defendant/Counter-Plaintiff to the Plaintiff. The Defendant/Counter-Plaintiff's claims concerning RICO civil conspiracy claims had no bearing on whether or not the Defendant/Counter-Plaintiff received the legal services and owed the balance of the outstanding attorney's fees.

Did NOT sue for "outstanding attorney's fees, but for UNPAID OPEN ACCOUNT

6. The filing of the Defendant/Counter-Plaintiff's claims concerning RICO civil conspiracy was a blatant and obvious attempt to influence the outcome of the Plaintiff's legitimate lawsuit against the Defendant/Counter-Plaintiff and to cause harassment to the Plaintiff and his family members.

7. The behavior of the Defendant/Counter-Plaintiff in filing claims concerning RICO civil conspiracy in this lawsuit have been totally without substantiation on any cause of action pled.

8. The conduct of the Defendant/Counter-Plaintiff giving rise to the award of punitive damages was engaged in willfully and maliciously by the Defendant/Counter-Plaintiff with the intent to harm the Plaintiff and the Counter-Defendants.

How about "well intentioned"? Remember?

9. The amount of actual damages, attorney's fees, suffered by the Counter-Defendant was proven to be reasonable and necessary by a preponderance of the evidence and not challenged by the Defendant/Counter-Plaintiff at the hearing on sanctions. The amount of actual damages awarded was in an amount that was proven at the hearing.

Was a JURY case. No jury at this hearing.

10. The amount of damages for inconvenience awarded by the court was proven at the hearing by a preponderance of the evidence and not challenged by the Defendant/Counter-Plaintiff at the hearing on sanctions. The court awarded damages for inconvenience in an amount the Court found to be reasonable and necessary, supported by evidence, and appropriate considering the circumstances.

B.S.

Can't do PUNITIVE by CIVIL process! Only "forward looking" COERCIVE!

11. The amount of punitive damages awarded by the Court were found to be supported by the evidence and necessary under the circumstances to attempt to prevent similar future action on the part of the Defendant/Counter-Plaintiff.

Can't do this in a CIVIL proceeding. Takes FULL CRIMINAL PROCESS.

12. The sanctions award is directly related to the harm done.

13. The sanctions award is not excessive in relation to the harm done and the net worth of the Defendant/Counter-Plaintiff.

No evidence to any of this B.S. ever!

14. The sanctions award is an appropriate amount in order to gain the relief which the Court seeks, which is to stop the Defendant/Counter-Plaintiff and others similarly situated from filing frivolous lawsuits.

"relief which the COURT seeks" - to keep from filing lawsuits - a First Amendment Right. OFFICIAL OPPRESSION PER SE.

15. The amount of the punitive damage award is an amount narrowly tailored to the amount of harm caused by the offensive conduct to be punished.

16. The Counter-Defendants suffered both economic and emotional damages as a result of the Defendant/Counter-Plaintiff's lawsuit and specifically the frivolous nature of the lawsuit caused damages which included expenses (in addition to taxable court costs), attorney's fees, harassment, inconvenience, intimidation, and threats.

No evidence to all this B.S. Remember "well intentioned"?

17. The Counter-Defendants established a prima facie case that this lawsuit was filed by the Defendant/Counter-Plaintiff without merit and for the purpose of harassment. The prima facie case was made by the testimony and documents introduced as evidence by the Counter-Defendants at the summary judgment proceedings as well as at the hearing on sanctions on July 30, 2002.

18. After the Counter-Defendants established their prima facie case, the Defendant/Counter-Plaintiff failed wholly to provide any credible evidence to support the legal theories of the Defendant/Counter-Plaintiff.

Cannot sanction for the "merit of a case"

Conclusions of Law

1. The Defendant/Counter-Plaintiff wholly failed to provide any credible evidence to substantiate any of his claims concerning a RICO civil conspiracy claim.

2. An essential element of each of Defendant/Counter-Plaintiff's claim was damages.

3. The Defendant/Counter-Plaintiff failed to prove any damage as a direct result of any action or inaction caused by the Plaintiff or the Counter-Defendants.

4. All of Defendant/Counter-Plaintiff's claims were as a matter of law unproved and untenable on the evidence presented to the Court. How about "evidence to the JURY"?

5. Based upon the facts presented to support Defendant/Counter-Plaintiff's claim concerning RICO civil conspiracy charges, the Defendant/Counter-Plaintiff's claims concerning RICO civil conspiracy were completely untenable.

6. The Defendant/Counter-Plaintiff's claims concerning RICO civil conspiracy charges were not based upon the law, were not a good faith extension of existing law, and were brought and continued to be urged for the purpose of harassment. was "civil RICO" - not the mumbo-jumbo above

7. The court concludes as a matter of law that Defendant/Counter-Plaintiff's claims concerning RICO civil conspiracy were brought for the purpose of harassment. Matter of "law"?

8. The Defendant/Counter-Plaintiff's behavior in bringing and prosecuting this frivolous lawsuit was a violation of one or more of the following: §9.000 et seq. Civ. Prac. & Rem. Code, §10.000 et seq. Civ. Prac. & Rem. Code, and/or Rule 13, T.R.C.P. what about "well intentioned"?

9. The Court has the power to award both actual and punitive damages against the Defendant/Counter-Plaintiff for the filing and prosecution of a frivolous lawsuit. This authority stems from one or more of the following: §9.000 et seq. Civ. Prac. & Rem. Code, §10.000 et seq. Civ. Prac. & Rem. Code, Rule 13, T.R.C.P., and/or the common law of Texas. NO, it does NOT!

Official Oppression per se

10. The behavior and attitude of the Defendant/Counter-Plaintiff in filing and prosecuting this claim against the Counter-Defendants calls out for the award of both actual and punitive damages to be assessed against the Defendant/Counter-Plaintiff.

11. The Counter-Defendants were successful in presenting a prima facie case to the Court on the issue of sanctions. After the prima facie case was made, the burden of proof shifted to the Defendant/Counter-Plaintiff and the Defendant/Counter-Plaintiff failed in its effort to prove good faith in the filing of the RICO civil conspiracy claims.

12. The appropriate award for actual damages as a result of the filing and full prosecution of this frivolous lawsuit is an award of $50,085.00 in attorney's fees. The Court makes this award under power granted to the Court by §9.000 et seq. Civ. Prac. & Rem. Code, §10.000 et seq. Civ. Prac. & Rem. Code, Rule 13, T.R.C.P., and/or the common law of Texas.

13. The appropriate sanction for the inconvenience suffered by the Counter-Defendants for the filing and full prosecution of this frivolous lawsuit is an award of $1,000.00 to Christina Westfall and $1,800.00 to Stefani Podvin, to be paid by the Defendant/Counter-Plaintiff to the Counter-Defendants.

14. The appropriate punitive sanction for the filing and full prosecution of this frivolous lawsuit is an award of $5,000.00 to Christina Westfall and an award of $5,000.00 to Stefani Podvin, to be paid by the Defendant/Counter-Plaintiff to the Counter-Defendants.

15. The award of punitive damages is directly related to the harm done.

16. The award of punitive damages is not excessive.

17. The award of punitive damages is an appropriate amount to seek to gain the relief sought which is to stop this Defendant/Counter-Plaintiff, and others like him, from filing similar frivolous lawsuits.

OFFICIAL OPPRESSION per se. Can not do "punitive" in a CIVIL proceeding. Only "coercive". Requires "keys to own release"!

18. The amount of the punitive damage award is narrowly tailored to the harm done.

19. Authority for the punitive damage award is derived from §10.000 et seq. Civ. Prac. & Rem. Code, Rule 13, T.R.C.P., and/or the common law of Texas.

Any finding of fact herein which is later determined to be a conclusion of law, is to be deemed a conclusion of law regardless of its designation in this document as a finding of fact. Any conclusion of law herein which is later determined to be a finding of fact, is to be deemed a finding of fact regardless of its designation in this document as a conclusion of law.

SIGNED THIS 30 day of September, 2003.

JUDGE PRESIDING

Careful study of this document shows that all this B.S. is to C.Y.A. for having "awarded damages" WITHOUT A JURY - in a jury cause - and trying to CONCEAL that this is exactly what Judge Paul Banner had done.
--
It also is a window on his mindset during the JURY TRIAL of April 8-11, 2002, his hatred of Pro Se parties.
--
JUST READ ALL THIS VENOM IN THIS DOCUMENT. Remember, "although Mr. Birnbaum may be well intentioned --- etc. I (Mr. Banner) did not see the evidence as showing etc " - or something like that.
--
Was of course a JURY TRIAL - so why was Mr. Banner "weighing" the evidence?

7-30-2002 "Sanction Hearing". Compare the "well-intentioned" here, with all the POISON WORDS in the ONE YEAR LATER "Finding of Fact" ! HINT: The "Finding" was a CYA - for all this done WITHOUT THE JURY.

damages, $5,000.00 in punitive and the joint and several $50,085.00 in attorneys' fees. Mr. Birnbaum's sanctions as against Mr. Fleming or against the P.C. is denied and nothing is ordered.

well-intentioned

was a JURY trial. Why is HE weighing the evidence?

In assessing the sanctions, the Court has taken into consideration that although Mr. Birnbaum may be well-intentioned and may believe that he had some kind of real claim as far as RICO there was nothing presented to the court in any of the proceedings since I've been involved that suggest he had any basis in law or in fact to support his suits against the individuals, and I think -- can find that such sanctions as I've determined are appropriate. And if you will provide me with an appropriate sanctions order, I will reflect it.

HEREIN lies the real reason! "civil RICO"

$62,885 Sanction - for a "well-intentioned" COUNTER-CLAIM - a First Amendment Right ! Official Oppression

Now, as far as relief for sanctions on behalf of Mr. Westfall, individually, that is specifically denied.

Any relief sought by any party by way of sanctions which have not been specifically addressed either by the granting or the denial of same -- such is denied.

Okay. How soon can I expect an order because I gather this matter will go up to whatever appropriate appeals court for review?

"Oh HORROR of HORRORS - a Pro Se - with a CIVIL RACKETEERING counter-claim!"

MR. FLEMING: I will give Mr. Birnbaum the statutory three days. I'll submit it to him. And if I don't hear back from him, I'll submit it to you after.

www.OpenJustice.US

THANK YOU, JUDGE CHAPMAN - for putting this stuff down on paper - so the whole world can see - in official documents - just how EVIL or CRAZY you are.

No. 00-00619

THE LAW OFFICES OF G. DAVID WESTFALL, P.C.	§	**IN THE DISTRICT COURT**
	§	"inconsistent with DUE PROCESS" -- just read this stuff - - Ravings of a madman. Markups throughout this document.
Plaintiff	§	
v.	§	**294th JUDICIAL DISTRICT**
UDO BIRNBAUM	§	Trial before a JURY was April 8-11, 2002. Why is he sitting on the bench on April Fools Day in 2004? And not sign till 2006? Where did Judge Chapman come up with all this "stuff" - he was NOT the trial judge!
Defendant/Counter-Plaintiff	§	
G. DAVID WESTFALL, CHRISTINA WESTFALL, and STEFANI PODVIN,	§	
Counter-Defendants	§	**VAN ZANDT COUNTY, TEXAS**

ORDER ON MOTIONS FOR SANCTIONS

On April 1, 2004, came on to be heard, defendant, Udo Birnbaum's ("Birnbaum") Motion for Recusal of Judge Paul Banner. Prior to the hearing, the Court and Mr. Birnbaum were each served with notice of a Motion for Sanctions filed by G. David Westfall, P.C., Christina Westfall, and Stefani Podvin (referred to herein collectively as the "Sanctions Movants") and that Motion for Sanctions was also heard. The Sanctions Movants appeared by their attorney of record. Birnbaum, appeared in person, pro se. All parties announced ready for the hearing.

Based upon the pleadings of the parties, the evidence presented at the motion hearing, and the arguments of counsel and the arguments of the pro se defendant, the Court is of the opinion that Birnbaum's Motion to Recuse Judge Paul Banner should be in all things be denied.

At this point he should have gone HOME. Period.

Based upon the pleadings of the parties, the evidence presented at the motion hearing, and the arguments of counsel and the arguments of the pro se defendant, the Court is of the opinion that the Sanctions Movants are entitled to prevail on their claim for sanctions against the Defendant, Udo Birnbaum.

Exhibit 14

It is therefore, **ORDERED, ADJUDGED, and DECREED** that the motion by the defendant, Udo Birnbaum, that Judge Paul Banner be recused from further matters effecting this cause of action is denied.

It is therefore, **FURTHER ORDERED, ADJUDGED, and DECREED** that the Plaintiff, G. David Westfall, P.C., and Counter-Defendants, Christina Westfall and Stefani Podvin, are awarded damages as a sanction against and to be paid by defendant, Udo Birnbaum, to G. David Westfall, P.C., Christina Westfall, and Stefani Podvin as follows:

A. A monetary sanction in the amount of $1,000.00 as actual damages, representing the reasonable value of the legal services rendered to the Sanctions Movants by their attorney for the defense of Birnbaum's Motion to Recuse and the prosecution of the Sanctions Movants' Motion for Sanctions.

B. A monetary sanction in the amount of $124,770.00 as exemplary and/or punitive damages to serve as a deterrent to prevent Birnbaum from committing further similar acts again in the future.

IT IS FURTHER ORDERED THAT the judgment here rendered shall bear interest at the rate of five percent (5%) from the date of the signing of this order, until paid.

All other relief regarding any motions for relief on file in this cause of action not expressly granted in this order is hereby denied.

With regard to the award of sanctions, the Court makes the following findings and conclusions in support of the Court's award of sanctions and in support of the type and dollar amount of the sanctions imposed:

Findings of Fact

1. Birnbaum's claims regarding the attempt to have Judge Paul Banner recused were groundless, vacuous, manufactured, and totally unsupported by any credible evidence whatsoever.

2. Birnbaum's claims regarding the attempt to have Judge Paul Banner recused were without merit and brought for the purpose of harassment and/or delay.

3. The testimony of Birnbaum regarding the attempt to have Judge Paul Banner recused was biased, not credible, and totally uncorroborated by any other evidence.

4. The sole purpose of Birnbaum filing the motion regarding the attempt to have Judge Paul Banner recused was an attempt to harass, intimidate, and inconvenience the Sanctions Movants.

5. Birnbaum has a track record and history of filing lawsuits, motions, and writs of mandamus against judges that rule against him in litigation.

6. Birnbaum filed a pleading containing a completely false and outrageous allegation that Judge Paul Banner had conducted himself in a manner that showed bias and a lack of impartiality.

7. Birnbaum's difficulties with judges and the repeated allegations of a lack of impartiality have had nothing at all to do with the conduct of the judges that Birnbaum has appeared before, but instead, is a delusional belief held only inside the mind of Birnbaum.

Go diagnose yourself, you idiot

8. Birnbaum will seemingly go to any length, even filing new lawsuits in State and Federal courts in an attempt to re-litigate issues which a court has already ruled upon and which all appropriate courts of appeal have affirmed.

9. Birnbaum's filing of this Motion to recuse Judge Banner was consistent with a proven pattern and practice of behavior engaged in by Birnbaum over many years and currently ongoing now in this court and in other federal courts.

Where did you get all this stuff from? You were NOT the trial judge. We hardly met. Is everybody talking about me? Seems like it.

10. Birnbaum has a track record and history of bickering and quarreling with judges that have ruled against him in litigation.

11. Birnbaum has a track record and history of filing lawsuits without merit against judges, attorneys, and other individuals in an attempt to gain tactical advantage in other ongoing litigation.

12. Prior to this hearing, Birnbaum filed in March 2004, new legal action in Federal District Court against Judge Paul Banner, G. David Westfall, Christina Westfall, and Stefani Podvin. This new Federal lawsuit attempts to re-litigate the same issues Birnbaum unsuccessfully raised in this lawsuit. Judge Ron Chapman -- you were assigned to hear a Motion for Recusal, rule, then go HOME. Why are you all tight up? Where did you get all this stuff?

13. Prior to this hearing, Birnbaum has initiated a lawsuit against the attorney for the Sanctions Movants, Frank C. Fleming. Birnbaum admitted in open court that he has never had any dealings with Frank C. Fleming other than in connection with Mr. Fleming's representation of the Plaintiff and the counter-defendants in this cause of action. Birnbaum admitted in open court that the legal basis of his lawsuit against Mr. Fleming, civil RICO, is the same basis Birnbaum was previously sanctioned in this lawsuit for attempting to bring against Christina Westfall and Stefani Podvin.

14. The behavior of Birnbaum himself in prosecuting the Motion to recuse Judge Banner has been vindictive, unwarranted, mean-spirited, frivolous, and totally without substantiation on any legally viable theory for the recusal of Judge Banner.

15. The Motion itself to Recuse Judge Banner without any ounce of evidence to support it, was frivolous, vindictive, and brought for the purpose of harassment.

16. The conduct of Birnbaum giving rise to the award of exemplary and/or punitive damages was engaged in by Birnbaum willfully and maliciously with the intent to harm the Sanctions Movants, Judge Paul Banner, and the attorney for the Sanctions Movants, Mr. Fleming.

YES - out in the halls - around the coffee pot - around the table in the jury room - ALL WITHOUT A COURT REPORTER - yes you threatened me. YES - this was ALL BEFORE we went into the courtroom - and before a COURT REPORTER.

17. Prior to the hearing on the Motion to Recuse, the Court admonished Birnbaum that if his Motion to Recuse Judge Banner was not withdrawn, that if it became appropriate, the Court would hear the Motion for Sanctions. In response to this admonition, Birnbaum unequivocally elected to move forward with a hearing on his Motion in an attempt to have Judge Banner recused.

18. The type and dollar amount of the sanctions award is directly related to the harm done. The Court has not been presented with any evidence to believe that the amount of the sanctions award is excessive in relation to the net worth of Birnbaum.

a truly AMAZING "Finding of Fact". lol

19. The type and dollar amount of the sanctions award is appropriate in order to gain the relief which the Court seeks, which is to stop this litigant and others similarly situated from filing frivolous motions, frivolous lawsuits, frivolous defenses, frivolous counter-claims, and new lawsuits which attempt to re-litigate matters already litigated to a conclusion.

Official Oppression per se.

20. The amount of the exemplary and/or punitive damage award is an amount narrowly tailored to the amount of harm caused by the offensive conduct to be punished.

UNLAWFUL by CIVIL process

21. The Sanctions Movants have suffered damages as a result of Birnbaum's frivolous counter-claims and Birnbaum's motion to recuse. These damages include expenses (in addition to taxable court costs), attorney's fees, harassment, inconvenience, intimidation, and threats.

Conclusions of Law

1. On the issue of the recusal of Judge Paul Banner, Birnbaum wholly failed to provide any credible evidence to substantiate any of his claims.

2. All of Birnbaum's claims were as a matter of law unproved and untenable on the evidence presented at the hearing.

3. The court concludes as a matter of law that Birnbaum's claim that Judge Paul Banner acted biased and with a lack of impartiality, was brought for the purpose of harassment. The Court makes

this conclusion based upon the fact that Birnbaum was not a credible witness, that other credible witnesses totally contradicted Birnbaum's version of the facts, and that evidence was presented establishing that Birnbaum has had a track record and history of harassment towards other opposing litigants, opposing counsels, and other judges before whom Birnbaum has appeared.

4. The Plaintiffs behavior in bringing and prosecuting this frivolous motion to recuse Judge Banner was a violation of one or more of the following: §§10.001, et seq., Tex.. Civ. Prac. & Rem. Code, Rule 13, T.R.C.P., and/or the common law of Texas.

GOOD SHOPPING LIST. Well - exactly which one - and HOW?

5. The Court has the power to award both actual and exemplary (and/or punitive) damages against Birnbaum for the filing and prosecution of a frivolous motion. This authority stems from one or more of the following: §§10.001, et seq., Tex. Civ. Prac. & Rem. Code, Rule 13, T.R.C.P., and/or the common law of Texas.

AGAIN - sort of lacking specificity. But, at least no violation of MOTHERHOOD and APPLE PIE?

6. The behavior and attitude of Birnbaum in filing and prosecuting this Motion to Recuse claim against Judge Paul Banner calls out for the award of both actual and exemplary (and/or punitive) damages to be assessed against Birnbaum.

AGAIN - can't do "punitive" in CIVIL process. Requires "keys to own release"

7. The appropriate award for actual damages as a result of the filing and prosecution of the frivolous Motion to Recuse, is an award of $1,000.00 in attorney's fees. The Court makes this award under power granted to the Court by §§10.001, et seq., Tex. Civ. Prac. & Rem. Code, Rule 13, T.R.C.P., and/or the common law of Texas.

? ? ? "and/or" sort of like "maybe"

8. The appropriate exemplary and/or punitive sanction for the filing and full prosecution of the frivolous Motion to Recuse is an award of $124,770.00 to be paid by Birnbaum to the Sanctions Movants.

$124,770.00 - Judge Ron Chapman. One might overlook this if you had been DRUNK - but to put this stuff on paper - and actually SIGN IT? CRAZY.

9. The award of exemplary and/or punitive damages is directly related to the harm done.

10. The award of exemplary and/or punitive damages is not excessive.

PLUM CRAZY

11. The award of exemplary and/or punitive damages is an appropriate amount to seek to gain the relief sought by the Court which is to stop Birnbaum and others like him from filing similar frivolous motions and other frivolous lawsuits.

OFFICIAL OPPRESSION - retaliation for exercising a First Amendment Right. CRAZY

12. The amount of the exemplary and/or punitive damage award is narrowly tailored to the harm done.

13. The amount of the exemplary and/or punitive damages is narrowly tailored to exactly coincide with the amount (in total) assessed against Birnbaum to date in this litigation. This amount was selected by the Court deliberately and on purpose to send a clear message to Birnbaum. The message this award of damages is intended to relay to Mr. Birnbaum is that this litigation is over, final, and ended. The message is that further attempts to re-open, re-visit, and re-litigate matters which have already been decided in court, reduced to judgment, and affirmed on appeal will not be tolerated; and that further attempts by this litigant to engage in such activity will not be conducted without the imposition of very serious and substantial monetary sanctions imposed upon Mr. Birnbaum.

THANK YOU, JUDGE CHAPMAN - for putting this stuff down on paper - so the whole world can see - in official documents - just how EVIL or CRAZY you are.

14. Authority for an exemplary and/or punitive damage award is derived from §§10.001, et seq., Tex. Civ. Prac. & Rem. Code, Rule 13, T.R.C.P., and/or the common law of Texas.

Any finding of fact herein which is later determined to be a conclusion of law, is to be deemed a conclusion of law regardless of its designation in this document as a finding of fact. Any conclusion of law herein which is later determined to be a finding of fact, is to be deemed a finding of fact regardless of its designation in this document as a conclusion of law.

THIS JUDGMENT RENDERED ON APRIL 1, 2004, AND SIGNED THIS

24 day of Oct, 2006.

JUDGE PRESIDING

-
WOULD YOU BELIEVE - "The Westfalls" actually got the 294th District Clerk to issue an "Abstract of Judgment" on this ORDER - for close to $250,000 with interest.
--
Filed it with the County Records, to put liens on all my property, did a "writ of execution" to send the sheriff out to seize my property.
--
While at the SAME TIME doing a "scire facias" to revive the FIRST judgment in the case (2002) which had gone "dormant" after TEN YEARS. (There can be only ONE judgment - this mess has THREE - over a period of SIX years or so!)
--
Lots more detail - at "home" - www.OpenJustice.US

Attached in below pages is:
*
1. MOTION FOR RECUSAL OF JUDGE BANNER - clearly indicating that my MOTION was to STOP Judge Banner from "ex parte" concocting a "Finding" - diametrically opposite of his extemporaneous finding of "well-intentioned" - and while Banner had NO JURISDICTION.
*
2. ASSIGNMENT OF JUDGE CHAPMAN - for Chapman solely to "do" a RECUSAL HEARING - a purely ADMINISTRATIVE assignment, i.e. NO jurisdiction to DO anything "in" the case. (There was of course no case left - case was OVER)
*
3. LETTER TO JUDGE CHAPMAN - that there be no "surprises" - i.e. me telling Chapman exactly why I had made my Motion for Recusal of Banner - i.e. that my Motion - was a "whistle blow", a CRY FOR HELP - and a complaint of CRIMES.

Document No. 2015-000152

No such judgment!

ABSTRACT OF JUDGMENT

Parties: WESTFALL CHRISTINA

to

BIRNBAUM UDO

FILED AND RECORDED
REAL RECORDS

On: 01/07/2015 at 11:52 AM

Document Number: 2015-000152
Receipt No.: 201569004
Amount: $ 26.00

By: chardin
Pamela Pearman, County Clerk
Van Zandt County, Texas

2 Pages

DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT

STATE OF TEXAS
COUNTY OF VAN ZANDT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Van Zandt County.

Pamela Pearman, County Clerk

Record and Return To:

FRANK C FLEMING

3326 ROSEDALE
DALLAS, TX 75205

Cause No. 00-00619

THE LAW OFFICES OF G. DAVID WESTFALL, P.C., Plaintiff	§	IN THE 294TH DISTRICT COURT
VS.	§	OF
UDO BIRNBAUM, Defendant/Counter Plaintiff	§	
VS.	§	
G. DAVID WESTFALL, CRISTINA WESTFALL AND STEFANIE PODVIN, Counter-Defendants	§	VAN ZANDT COUNTY, TEXAS

NEVER a "plaintiff", "judgment creditor", never such "judgment"

Attorney for Plaintiff/Judgment Creditor:	Frank C. Fleming 3326 Rosedale Ave. Dallas, Texas 75205-1462
Name of Plaintiff/Judgment Creditor in Judgment:	Christina Westfall and Stefani Podvin
Address of Plaintiff/Judgment Creditor:	c/o Frank C. Fleming 3326 Rosedale Ave. Dallas, Texas 75205-1462

Defendants/Judgment Debtor Information:

Name:	Udo Birnbaum
Address or where citation was served	540 Van Zandt County Road 2916 Eustace, TX 75124-7280
Birth date, if available:	N/A
Last three numbers of driver's license, if available:	N/A
Last three numbers of Social Security No., if available:	N/A

Date of Judgment:	August 9, 2002 – Order Reviving Judgment November 14, 2014
Amount of Judgment:	$12,800.00
Attorney's Fees:	$50,085.00
Amount of Costs:	$ 427.00
Post-Judgment Interest Rate:	10% from July 30, 2002
Amount of Credits:	$ 0.00
Balance Due on Judgment:	$ 62,885.00 plus 10% Interest from July 30, 2002

I, Karen Wilson, Clerk of the District Court of Van Zandt County, Texas, do hereby certify that the above and foregoing is a true and correct Abstract of the Judgment rendered in said Court in the above numbered and styled cause as it appears in the Records of said Court.

WITNESS my hand and seal of said court at office in Canton, Texas on this the 22nd day of December, 2014.

Karen Wilson, District Clerk
Van Zandt County, Texas
By _____ Clerk

Document No. 2014-002279

No such judgment!

ABSTRACT OF JUDGMENT

Parties: WESTFALL G DAVID PC

to

BIRNBAUM UDO

FILED AND RECORDED
REAL RECORDS

On: 03/27/2014 at 02:25 PM

Document Number: 2014-002279
Receipt No.: 201462148
Amount: $ 26.00

By: mccoy
Charlotte Bledsoe, County Clerk
Van Zandt County, Texas

2 Pages

*****DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT*****

STATE OF TEXAS
COUNTY OF VAN ZANDT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Van Zandt County.

Charlotte Bledsoe, County Clerk

Record and Return To:

FRANK C FLEMING
3326 ROSEDALE

DALLAS, TX 75205

ABSTRACT OF JUDGMENT – Prop.Code ch. 52

CAUSE NO. 00-00619

THE LAW OFFICES OF	§	IN THE 294th DISTRICT COURT
G. DAVID WESTFALL, P. C..	§	
PLAINTIFF,	§	
VS.	§	OF
UDO BIRNBAUM	§	
DEFENDANT/COUNTER-PLAINTIFF	§	
VS.	§	
G. DAVID WESTFALL, CHRISTINA	§	
WESTFALL, AND STEFANI PODVIN,	§	VAN ZANDT COUNTY, TEXAS

Attorney for Plaintiff/Judgment Creditor:	Frank C. Fleming 3326 Rosedale Dallas, Texas 75205
Name of Plaintiff/Judgment Creditor in Judgment:	G. David Westfall, P.C. and Counter-Defendant, Christina Westfall and Stefani Podvin
Address of Plaintiff/Judgment Creditor:	3326 Rosedale Dallas, Texas 75205
Defendant/Judgment Debtor's Information:	
Name:	Udo Birnbaum
Address or where citation was served:	540 VZCR 2916 Eustace, Texas 75124
Birth date, if available:	N/A
Last three numbers of driver's license, if available:	xxxxxxxx
Last three numbers of Social Security No., if available:	xxxx-xx-xxxx

NO such "judgment"

Date of Judgment:	**October 24, 2006**
Amount of Judgment:	**$124,770.00**
Attorney's Fees:	**$ 1,000.00**
Amount of Cost:	**$ 492.00**
Post-Judgment Interest Rate:	**5% per annum**
Amount of Credits:	**$-0-**
Balance Due on Judgment:	**$126,262.00 plus 5% per annum**

I, KAREN WILSON, CLERK of the District Court of Van Zandt County, Texas, do hereby certify that the above and foregoing is a true and correct Abstract of the Judgment rendered in said Court in the above numbered and styled cause as it appears in the Records of said Court.

WITNESS my hand and seal of said court at office in Canton, Texas on this the 26th day of March, 2014.

Karen Wilson, District Clerk
Van Zandt County, Texas

By Vania Riley Deputy

Texas courts were not established for the purpose of cranking crap into $500,000 pieces of paper parading as "judgments". But that is EXACTY what was done. Marked up evidence below. "The Emperor has NO CLOTHES!"

No. 14-00266

UDO BIRNBAUM	$	
Plaintiff	$	IN THE DISTRICT COURT
v.	$	
	$	
CHRISTINA WESTFALL	$	294th JUDICIAL DISTRICT
STEFANI PODVIN	$	
FRANK C FLEMING	$	
"The Westfall Bunch", reference only	$	VAN ZANDT COUNTY,
	$	TEXAS
THREE PIECES OF PAPER	$	
At Issue ("defendants"?)	$	

marked starts page 9

First Amended Original Petition to declare as NULL

Perversion of Court process - - by the Court - - "The Emperor has no Clothes!"
Cranking up a NON-CAUSE - - into $500,000 in "judgments" – unlawful on their faces

Synopsis

This Petition is upon THREE "judgments" in Cause 00-00619 in this 294th - - on their very face totally "inconsistent with due process" - - and to officially "judge" these "judgments" into what they truly are – NULL.

Hereby attached: Objections to Today's Court Charge – hand-written to perverted jury charge , Review of File and Order of Voluntary Recusal - Judge Teresa Drum, "judgments", Complaint of Official Oppression, Cease and Desist, Recusal of Judge Banner, etc. etc. at **www.OpenJustice.US**. (else just google on *"damn courthouse criminals"* or *"presiding pumpkin"*)

And ESPECIALLY, the "start" of this unholy mess – the May 5, 1999 $20,000 **pre-paid non-refundable** attorney retainer agreement - - and the unconscionable Sept. 21, 2000 **sworn suit of open account** thereon **!!!!!!!**

Regarding the "judgments": **res judicata** does NOT apply to something with "mere semblance" - - and the ONLY issue is whether these documents are in **FACT** "inconsistent with due process of law", and in **FACT** outright **UNLAWFUL**. Plaintiff demands determination by JURY.

the duck test

If it looks like a duck, and quacks like a duck,
we have at least to consider the possibility that it is a duck.

There are THREE judgments, in the SAME cause, No. 00-00619, The Law Offices of G.W. Westfall, P.C. vs. Udo Birbaum, TWO by Judge Paul Banner, then yet ANOTHER, by Judge Ron Chapman – **FOUR** years later!

1. $ 85,000 or so plus interest – Judge Paul Banner - ***"This judgment rendered April 11, 2002, signed July 30, 2002"***
2. "$67,000 or so plus interest – Judge Paul Banner – ***"This judgment rendered July 30, 2002, signed August 9, 2002"***
3. $125,000 or so plus interest – Judge Ron Chapman – ***"This judgment rendered April 1, 2004, signed October 6, 2006*** "

- ***"If there is insanity around – well, some of us gotta have it"***

re "inconsistent with due process"

Re res judicata, collateral attack, Rooker-Feldman doctrine,
plenary power, statute of limitations, one bite at the apple, etc
Randomly off the web (emphasis added) – but the concept is pretty clear:

Void judgment may be defined as one in which rendering court lacked subject matter jurisdiction, lacked personal jurisdiction, or acted in manner **inconsistent with due process of law** Eckel v. MacNeal, 628 N.E.2d 741 (Ill. App.Dist. 1993).

Void judgment under federal law is one in which rendering court lacked subject matter jurisdiction over dispute or jurisdiction over parties or acted in manner **inconsistent with due process of law** or otherwise acted **unconstitutionally** in entering judgment, U.S.C.A. Const. Amend. 5, Hays v. Louisiana Dock Co., 452 N.E.2d 1383 (Ill App. 5 Dist. 1983).

A **void judgment** is one which has a **mere semblance**, but is lacking in some of the essential elements which would authorize the court to proceed to judgment, Henderson v. Henderson, 59 S.E.2d 227, (N.C. 1950).

Judgments entered where court lacked either subject matter or personal jurisdiction, or that were otherwise entered **in violation of due process of law**, must be **set aside**, Jaffe and Asher v. Van Brunt, S.D.N.Y.1994, 158 F.R.D. 278.

Black's Law Dictionary, Sixth Edition, p. 1574:

> **Void judgment**. One which has **no legal force or effect**, invalidity of which may be asserted **by any person** whose rights are affected at **any time** and at **any place** **directly or collaterally**. Reynolds v. Volunteer State Life Ins. Co., Tex.Civ.App., 80 S.W.2d 1087, 1092. One which from its inception is and forever continues to be absolutely null, without legal efficacy, ineffectual to bind parties or support a right, of no legal force and effect whatever, and incapable of confirmation, ratification, or enforcement in any manner or to any degree. **Judgment is a "void judgment"** if court that rendered judgment lacked jurisdiction of the subject matter, or of the parties, or acted in a manner **inconsistent with due process**. Klugh v. U.S., D.C.S.C., 610 F.Supp. 892, 901. See also Voidable judgment.
>
> [Black's Law Dictionary, Sixth Edition, p. 1574]

So, the issue, the ONLY issue:

Res judicata does NOT apply to something having only **"mere semblance"** - - and the ONLY issue is whether these specific documents are in **FACT** "inconsistent with due process" and outright **UNLAWFUL**.

Short note

This, First Amended Original Petition to declare NULL, is to rid me not only of the menace of "The Westfall Bunch" – but to officially and simply declare these pieces of paper - as - **just pieces of paper**.

FIRST JUDGMENT ($85,000)

titled "Final Judgment" – Retaliation using the Jury as a Weapon
Always remember - - suit was for supposed "**sworn open account**"

Plaintiff's submitted first question was : **"Did Defendant, Udo Birnbaum fail to comply with the terms of the attorney client agreement?"**

Thereupon I submitted my issue, **"Was Udo Birnbaum's failure to comply excused – by Plaintiff's failure to comply with a material obligation of the same agreement?"**

Whereupon Judge Paul Banner, over my strong **Objection** (handwritten, filed, attached), **completely bypassed the jury**, by presenting **only** the following question, de facto **instructing the jury** that there **was** *"failure to comply"* and that I **was** *"still obligated financially"*.

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 Defendant Udo Birnbaum's, **failure to comply** with the agreement between the Plaintiff and the Defendant?"

INSTRUCTION:
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."

Never mind the fact that the cause was brought as a sworn suit on an **open account**, which of course has the elements of **sale and delivery** of **goods and services**.

There was of course no open account at all – or account of any kind - Only a letter memorandum of understanding regarding expectations regarding **accounting** – for the $20,000 pre-paid **non-refundable RETAINER** – of an **attorney** - to make time available - - the letter itself so states! It even named the only right of Plaintiff – the **right to terminate** for future non-payment (above the $20,000 **credited**).

Retaining a lawyer does not constitute "sale and delivery" of "goods and services" a la "open account"! Not only was the jury not asked – but they were **actively defrauded** by Judge Paul Banner himself.

Fraud upon the Court, by the Court, by Judge Paul Banner, and thru the prism of the other "judgments" – nothing less than **RETALIATION** using the **JURY AS A WEAPON**.

And the blatant jury "instructions" as to the ***"obligations to each other"*** – in ***"wrapping up"*** is completely out of line with sworn **open account**.

SECOND JUDGMENT ($62,885)

titled "Order on Motion for Sanctions" -- Award of *"**punitive** damages" "which **the Court** seeks"* – plum **unlawful** in **CIVIL** process! Also was **jury** case???

The following from the Findings of Fact and Conclusions of Law by the **JUDGE** re this SECOND "judgment". Was of course a **JURY** cause. Findings had to be by **JURY**, but … …

11. … **punitive** damages awarded **by the Court** … … prevent similar **future** action p3
14. … the relief **which the Court seeks** … … **and others** similarly situated from **filing** … … lawsuits. p3
15. … **punitive** damage … … conduct to be **punished** p3
4. … on the evidence **presented to the Court** p5
9. … **punitive** damages … … for the **filing** … … **lawsuit** p5
10. … [for] **filing** …… this claim … … **calls out** for … **punitive** damages p6
15. … The award of **punitive** damages … … harm done p6
16. … The award of **punitive** damages is not excessive. p5
17…. **Punitive** damages … … gain the **relief sought** which is to stop … … **and others like him**, from **filing** … … **lawsuits**. p6
18. … **punitive** damage award … … to the harm done. p7
19. … Authority for the **punitive** damage award … … etc. … … common law of Texas. p7

Totally "inconsistent with due process". Filing a lawsuit (I did NOT – only made a counter-claim!) is a First Amendment Right. **ANY** adverse action – by a public official – for exercising a Right (and he says that is why he did it!) **IS** official oppression! He also cannot impose **punitive** sanction by **civil** process – only "coercive" – where one has the "keys to one's own

release" – i.e. by complying with some Order – of which there was none – to purge a contempt!

And all these poison words? At his **very sanction hearing**, he found me **"well-intentioned"**, only that HE did not see my **evidence** as showing my **counter-claim**. Weighing the evidence is of course for the jury. And he even states – that he is **punishing** *("sanctions"*) me – for **having** made a counter-claim – a **First Amendment Right**! Civil contempt cannot punish for past conduct. Period. Plum mad. This guy needs to be gotten off the bench!

> *"In assessing the **sanctions**, the Court has taken into consideration that although Mr. Birrnbaum may be **well-intentioned** and may believe that he **had** some kind of real claim as far as RICO there **was** nothing presented to the court in any of the proceedings since I've been involved **that suggest** he **had** any basis in law or **in fact** to support his **suits** against the individuals, **and I think** – can find that such **sanctions** as I've determined are appropriate".* (Transcript, Sanction hearing July 30, 2002)

Indicated real reason: - to stop this defendant ***"and others like him"*** (Judge Paul Banner Findings re SECOND judgment) - from going Pro Se with civil RACKETEERING counter-claims – against **fraudulent suits** – by lawyers - for that holiest-of-holies - LEGAL FEES!

The THIRD "judgment" – plum INSANE

titled "Order on Motion for Sanctions" ($125,770, exactly DOUBLE $62,885)

Judge Ron Chapman was assigned solely to hear a Motion for Recusal – TWO (2) YEARS **after** Final Judgment – a purely **administrative** assignment at that - **no personal jurisdiction whatsoever**. The case was OVER! Judge Chapman did not hear an IOTA in the case! But … …

B. … … $124,770.00 … … **punitive** damages … deterrent … … from **committing** … … in the **future** p2

7. … … **delusional belief** held only inside the mind of Birnbaum p3

19. … … relief which **the Court** seeks … stop this litigant … **others** similarly situated … **filing** … **lawsuits** … **counter-claims** … **new lawsuits**. p3
20. … … **punitive** damage … narrowly tailored … conduct to be **punished** p5
21. … … intimidation, and **threats** p5
8. … … **punitive** sanction … … **filing** … … $124,770.00 p6
9. … … **punitive** damages is directly related to the harm done. p6
10. … … **punitive** damages is not excessive p6
11. … … **punitive** damages … … relief sought **by the Court** … … and others … from **filing** … … **lawsuits**. p7
12. … … [$124,770] **punitive** damage … narrowly tailored to the harm done p7
13. … … **punitive** damages … … narrowly **tailored** to exactly **coincide** p7

Same "inconsistent with due process". Plum insane. Was not the trial judge – cannot sign **ANY** judgment under **ANY** circumstances! This guy also needs to be gotten off the bench!

Summary and Conclusion

The issue in **this cause** – is NOT whether there was fraud involved in another cause. (there was)

The issue in **this cause** – is NOT whether these documents in another cause – were indeed issued by a court.

The issue in **this cause** – is NOT whether the matter regarding another cause - is outside or inside or sideways of some statute of limitations.

The issue **in this cause** – is NOT whether this suit is a collateral attack on a judgment or judgments or has been settled by res judicata, estoppel, latches, Rooker-Feldman Doctrine, or whatsoever, ad nauseam.

There is no "judgment" or "judgments" to have this stuff on. The three "judgments" above have a "mere semblance", but are void – and no such stuff attaches to these pieces of paper – i.e. "inconsistent with due process".

PRAYER

Texas courts were not established for the purpose of cranking crap into $500,000 pieces of paper parading as “judgments”.

REGARDLESS of exact details - it is still PERVERSION OF COURT PROCESS - - no cause to start with.

Plaintiff prays that these “judgments” be “judged” for exactly what they are – “inconsistent with due process” – and VOID.

And again, Plaintiff demands determination by JURY.

_____

Udo Birnbaum, Pro Se
540 VZ County Road 2916
Eustace, TX 75124
903-479-3929
brnbm@aol.com

attached – physical: (also at www.OpenJustice.US)

Attorney Retainer – for $20,000 **non-refundable pre-payment**
Original Petition – suit thereon - claiming commercial **open account**
Objections to Today’s Jury Questions - verbal, handwritten, file-stamped
Review of File and Order of Voluntary Recusal – by Judge Teresa Drum

attached – by reference: (available at www.OpenJustice.US)

FIRST Judgment – “Final Judgment” - annotated
SECOND Judgment – “Order on Motion for Sanctions” - annotated
SECOND Judgment – “Findings of Fact and Conclusions of Law” – ann.
THIRD Judgment – “Order on Motion for Sanctions” - annotated
“Securing Execution of Documents by Deception”
“Complaint of Official Oppression”
“Cease and Desist”
“Motion for Recusal of Judge Banner” – latest, same subject matter
ALSO – all that fraudulent BEAVER DAM SCHEME stuff
ALSO - EVERYTHING ELSE openly available at www.OpenJustice.US

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

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

www.OpenJustice.US

May 5, 1999

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.

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

RE: Birnbaum v. Ray, et al.

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

Dear Mr. Birnbaum:

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

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.

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,

David Westfall

Accepted: Udo Birnbaum Date: 5-5-99

Udo Birnbaum

Ever wonder what is wrong with our courts?

www.OpenJustice.US

No. 00-00619

THE LAW OFFICES OF G. DAVID WESTFALL, P.C.	)(	IN THE DISTRICT COURT
vs. "The Law Offices"	)(	294th JUDICIAL DISTRICT
UDO BIRNBAUM	)(	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.

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

"sale and delivery" of "goods or services"

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

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

No 00-619

Law Offices of Westfall

v.

Birnbaum

294th Dist Ct

Van Zandt

this was a desperate last moment effort - just after I was presented with Judge Paul Banner's Court's Charge - just before 20 minute "closing argument" - to put what Banner had done - "on the record". (file stamp below)`

Birnbaum's Objections to Today's Plaintiff's Court charge.

1. ~~Pltf Dew~~ Elimination of Pl's Initial Question 1 with current phraseology does not allow for Defendant's Question as to whether he is excused by Plaintiff's prior failure to abide by a material issue in the same contract (FAILURE TO BILL MONTHLY), Not get HIS APPROVAL BEFORE LARGE EXPENSE)

Served today, 4-11-02 by hand to Fleming

Exhibit "D"

TERESA A. DRUM

DISTRICT JUDGE

294th Judicial District Court

121 East Dallas Street
Room 301
Canton, Texas 75103-1465
Tel: (903) 567-4422 Fax: (903) 567-5652

Pamela Pearman
Court Administrator

To:	Judge Banner	Via Facsimile	903-845-5982
	Hon. Frank Fleming	Via Facsimile	469-327-2930
	Mr. Udo Birnbaum	Via Email	
From:	Pam Pearman		
Date:	September 29, 2014		
Subject:	Cause No.00-00619, The Law Office of G. David Westfall Vs. Udo Birnbaum		

Please find Review of File and Order of Voluntary Recusal on the above Referenced cause number.

Thank You

Pam Pearman

First Administrative Judicial Region Judge Mary Murphy - what about all the horrible unlawfuls Judge Drums meticulously detailed to YOU as part of this "voluntary recusal"? "Motion for Sanctions for $62,885.00" and "PUNITIVE Sanction of $124,770.00"
You KNOW that a court cannot UNCONDITIONALLY PUNISH by civil process!
And so you RE-ASSIGN the very judge - who committed all these crimes! SHAME

Cause No: 00-00619

THE LAW OFFICE OF	**§**	**IN THE DISTRICT COURT**
G. DAVID WESTFALL, P.C.	**§**	
Plaintiff	**§**	
vs.	**§**	**294th DISTRICT COURT**
	§	
UDO BIRNBAUM	**§**	
Defendant	**§**	**VAN ZANDT COUNTY, TX**

REVIEW OF FILE AND ORDER OF VOLUNTARY RECUSAL

In reviewing this rather voluminous file, I find in a nutshell that on September 21, 2000, Plaintiff, THE LAW OFFICE OF G. DAVID WESTFALL, P.C. (hereinafter referred to as "WESTFALL"), filed suit complaining of Defendant, UDO BIRNBAUM (hereinafter referred to as "BIRNBAUM"). On October 3, 2000, Defendant, BIRNBAUM, filed Defendant's Answer, Counterclaim and Cross-Complaint. Defendant, BIRNBAUM filed counterclaims and cross-claims against G. DAVID WESTFALL, CHRISTINA WESTFALL, (hereinafter referred to as "CHRISTINA") and STEFANI PODVIN (hereinafter referred to as "PODVIN").

On January 26, 2001, John Ovard, Presiding Judge, First Administrative Judicial Region appointed the Honorable Paul Banner, pursuant to Art. 74.056 of the Texas Government Code.

On August 20, 2001, Third-Party Defendants, CHRISTINA and PODVIN filed motions for summary judgment. On September 7, 2001, a hearing was had on Third-Party Defendants' motions for summary judgment.

On or about September 10, 2001, it appears that Defendant, BIRNBAUM filed a Motion for Recusal of Hon. Paul Banner. On September 21, 2001, Judge Ovard appointed the Honorable Ron Chapman, pursuant to Rule 18a, to hear the aforementioned Motion for Recusal of Hon. Paul Banner. On October 1, 2001, a hearing was had on Defendant's Motion for Recusal of Hon. Paul Banner.

In addition on September 10, 2001, the Defendant, BIRNBAUM, filed a Notice of Appeal of the granting of CHRISTINA and PODVIN's motion for summary judgment and a Writ of Mandamus with the Twelfth Court of Appeals. On November 7, 2001, the Twelfth Court of Appeals denied Defendant BIRNBAUM's Writ of Mandamus. On March 11, 2002, the Twelfth Court of Appeals dismissed Defendant BIRNBAUM'S appeal for want of prosecution.

It is PLUM UNLAWFUL - for CIVIL process to unconditionally PUNISH. Can only "coerce" - has to provide "keys to your own release" to purge the contempt - by complying with some Order or mandate. U.S. Supreme Court, no less

On November 13, 2001, Presiding Judge Paul Banner signed Order Sustaining Motions for Summary Judgment, sustaining the motions for summary judgment of CHRISTINA and STEFANI.

On or about April 8, 2002 a jury trial began and on April 11, 2002, the jury returned with a verdict for Plaintiff WESTFALL against Defendant BIRNBAUM for $59,280.66.

On May 9, 2002, Third Party Defendants WESTFALL, CHRISTINA and PODVIN filed a Motion for Sanctions.

On July 30, 2002, Final Judgment was signed.

In addition on July 30, 2002, Judge Banner heard and granted Third Party Defendants WESTFALL, CHRISTINA and PODVIN's Motion for Sanctions for $62,885.00.

On August 28, 2002, Defendant BIRNBAUM filed a Motion for New Trial.

On September 3, 2002, Defendant BIRNBAUM filed a Notice of Appeal of both the Final Jury Verdict as well as the Order for Sanctions.

On September 30, 2003, Defendant, BIRNBAUM filed a Motion for Recusal of Judge Banner.

On October 23, 2003, the Fifth Court of Appeals affirmed the trial court. No writ was filed with the Texas Supreme Court.

On April 1, 2004, a hearing was heard on Defendant BIRNBAUM's Motion for Recusal of Judge Banner. Judge Chapman was assigned to hear the Recusal. Judge Chapman also heard the Motion for Sanctions filed by WESTFALL, CHRISTINA and STEFANI.

On October 24, 2006, Judge Chapman signed Order on Motions for Sanctions denying Defendant's Motion for Recusal of Judge Banner and granted Third-Party Defendant's Motion for Sanctions for $1,000 in Attorney's Fees and exemplary and/or punitive sanction of $124,770.00.

On December 2, 2006, in the 294th District Court, cause No:06-00857, BIRNBAUM filed suit against Judge Paul Banner and Judge Ron Chapman. Judge John McCraw was assigned to hear. A plea to the jurisdiction was granted on August 25, 2009.

On March 27, 2014, CHRISTINA WESTFALL, as successor in interest of a final judgment filed an Application for Writ of Scire Facias to Revive the Judgment.

On June 12, 2014, Defendant BIRNBAUM filed a Motion for Recusal of Judge Paul Banner.

Cannot do PUNITIVE by CIVIL process. Period. U.S. Supreme Court, various

assigned ONLY to do recusal. No jurisdiction to hear Motion for Sanctions

Also, access to the courts is a First Amendment Right - and a public official PUNISHING thereon - is official oppression per se

www.OpenJustice.US

NO. Not because his authority had "lapsed" - but because he NEVER had it. Was assigned specifically to do a recusal hearing - and the assignment specifically stated his assignment terminated upon him having ruled on that.

On June 13, 2014, Defendant BIRNBAUM's Motion for Recusal of Judge Paul Banner was denied and the Order Reviving the Judgment was signed.

On August 20, 2014, Defendant BIRNBAUM filed a Petition to set aside Judgments alleging among other things that when Judge Chapman signed the Order on Motions for Sanctions on October 24, 2006, the Court was without jurisdiction as his authority to hear the Motion for Sanctions had lapsed. In addition, BIRNBAUM alleges the Court having granted third-Party Defendants, CHRISTINA and PODVIN motions for summary judgment on November 13, 2001, third-party Defendants CHRISTINA and STEFANI lacked standing to bring a Motion for Sanctions on July 20, 2002 and April 1, 2004.

On January 1, 2003, I, Teresa A. Drum, was sworn in as Judge of 294th District Court. Defendant, UDO BIRNBAUM, was and still is a personal friend of mine. He was instrumental in my campaign for the 294th District Court. In addition, for several years Mr. Birnbaum attended a Sunday School class which I taught at Lakeside Baptist Church. Upon taking the bench, I voluntarily recused myself from all matters regarding Mr. Udo Birnbaum because my impartiality might reasonably be questioned.

Accordingly, I, Judge Teresa A. Drum, voluntarily recuses herself from any and all rulings in this cause.

SIGNED this 29th day of September, 2014.

Hon. Teresa A. Drum

Judge Mary Murphy:

Did you INTENTIONALLY not notice all the horrible unlawfuls as documented in Judge Drums meticulous details referred to YOU as part of this voluntary recusal?

Did not even the phrases therein of "Motion for Sanctions for $62,885.00" and "PUNITIVE Sanction of $124,770.00" - move YOU to do something about this?

Both YOU, Judge Drum, Judge Banner, and Judge Chapman KNOW that a court cannot UNCONDITIONALLY PUNISH by CIVIL process - can ONLY "coerce".

This matter must, however, have rung your bell - why else would you have jumped through hoops to come up with your specifically tailored "assignment" for this mere case - to include the phrase "regardless of whether the proceedings involve matters that arise after the original judgment or final order"?

And all that fancy formatting - instead of the ordinary "fill in the blanks" as in your previous assignment "till plenary power expires" - which it had - some time in 2002. You were very careful NOT to do that again.

But NOW - stop this outrage - CEASE AND DESIST - IMMEDIATELY

See below for this "as sent", except as "printed" into a PDF

www.DamnCourthouseCriminals.com
www.OpenJustice.US

RECIPE FOR THEFT FROM HIGH OFFICE

"by pen and gavel from high perches"

Take TWO crazy unlawful **Order on Motion for Sanctions** for $62,885 and $125,770

Forge, fudge, and finagle "This judgment rendered" – just above each signature

Promote, pass, palm, and peddle each to the district clerk – as a bona fide judgment

Thus create, connive, and convert each into abstract of judgment

(Never mind this makes for a world record THREE judgments in ONE case)

Carefully file each abstract with the county clerk to "appropriate a nonpossessory interest in property" (i.e. judgment liens)

> Sec. 31.03. THEFT. (a) A person commits an offense if he unlawfully appropriates property with intent to deprive the owner of property.
>
> Sec. 31.01(4) THEFT. "Appropriate" means: (A) to bring about the transfer or purported transfer of title to or other nonpossessory interest in property, whether to the actor or another; or

Epilogue

To be honest – only in the process of turning this into another of my YouTube – did it strike me just how simple this really is. I always knew it was "theft by gavel" – but I did not know - that it so perfectly fit the simple language of the Texas Penal Code – especially the all-encompassing *"nonpossessory interest in property"*

The unanswered question, of course, is WHY these 'thems' would engage in such – lest they believed or knew they could get by doing such – and why NO ONE would stop them.

DOCUMENTS at my DamnCourthouseCriminals.com. Also my earlier "less visual" - but more encompassing and extemporaneous OpenJustice.US.

and a special blessing

To all the 'thems' that did this – and all the other 'thems' that let them:

When thee gets back to thy kennel tonight,
I hope thy mother bites thee

This the 9th day of July, 2020

UDO BIRNBAUM
540 VZ County Road 2916
Eustace, TX 75124
903-479-3929
BRNBM@AOL.COM

See below as SENT

as sent

From: brnbm@aol.com,

To: wbarker@vanzandtcounty.org, districtclerk@vanzandtcounty.org, countycourtatlaw@vanzandtcounty.org, cbonham@vanzandtcounty.org, terri.shepherd@co.gregg.tx.us, tcurry@vanzandtcounty.org, vzsoadmin@vanzandtcounty.org,

Subject: RECIPE FOR THEFT FROM HIGH OFFICE

Date: Thu, Jul 9, 2020 10:28 pm

Attachments: RECIPE FOR THEFT.pdf (17K)

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attached

re: Recipe for Theft from High Office
"by pen and gavel from high perches"

from: Udo Birnbaum, *"the turd that would not flush"*

DamnCourthouseCriminals.com
"making justice great again"

To: District Judge Chris Martin, 294th Judicial District Court, Van Zandt County
wbarker@vanzandtcounty.org
District Clerk Karen Wilson, 294th Judicial District Court, Van Zandt County
districtclerk@vanzandtcounty.org
Judge Joshua Wintters, County Court at Law, Van Zandt County
countycourtatlaw@vanzandtcounty.org
Judge Don Kirkpatrick, County Judge, Van Zandt County
cbonham@vanzandtcounty.org
Judge Alfonso Charles, Tenth Administrative Judicial Region
terri.shepherd@co.gregg.tx.us
District Attorney Tonda Curry, 294th Judicial District Court, Van Zandt County
tcurry@vanzandtcounty.org
Sheriff Dale Corbett, Van Zandt County
vzsoadmin@vanzandtcounty.org
FBI, Tyler

7-9-2020

re: Recipe for Theft from High Office

from: Udo Birnbaum, *"the turd that would not flush"*

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