No. 14-00266

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

Notice of Concurrent Criminal Complaint upon this Matter

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

TO THIS HONORABLE COURT, WHOSOEVER:

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

Such documents before our DA as follows:

* * * Start of complaint to DA * * *

6-25-2012

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

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

Dear Mr. Martin:

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

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

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

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

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

Sincerely,

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

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

* * * End of complaint to DA * * *

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

PRAYER

"The Emperor has no clothes"

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

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

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

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

"The Emperor has no clothes"

Sincerely,

Udo Birnbaum

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

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

SIGNED this 9 day of July, 2015

Udo Birnbaum
UDO BIRNBAUM

SUBSCRIBED AND SWORN TO BEFORE ME on this 9th day of July, 2015

BRENDA HARMISON
Notary Public
STATE OF TEXAS
My Commission
Expires 03/31/2017

Brenda Harmison
Notary Public, State of Texas

Complaint of
Securing Execution of Document by Deception.

SEC. 32.46 SECOND DEGREE FELONY

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

FRAUD – right out of the chute:
Attorney Retainer Agreement of May 5, 1998 – re $20,000 prepaid non-refundable
Original Petition of Sept 20, 2000 – FRAUDULENT suit of "**sworn open account**" !

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

"Fraud vitiates everything it touches"

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

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

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

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

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

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

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

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

Attached:

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

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

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

Udo Birnbaum

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

SIGNED this 25 day of June, 2015

Udo Birnbaum
UDO BIRNBAUM

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

BRENDA HARMISON
Notary Public
STATE OF TEXAS
My Commission
Expires 03/31/2017

Brenda Harmison
Notary Public, State of Texas

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

The DECEPTION in all of this - besides this whole thing being fraud - is that CHRISTINA WESTFALL is NOT entitled to revive judgment and do EXECUTION. There is NOTHING in any of this, stating HOW a "Christina Westfall" is authorized to act for Plaintiff "Law Offices, P.C.". NO COURT DOCUMENTS APPOINTING HER. Details below.

No. 00-00619

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**

FILED FOR RECORD
14 MAR 27 PM 2:16
VAN ZANDT CO. TX
BY _____ DEPUTY

APPLICATION FOR WRIT OF SCIRE FACIAS TO REVIVE JUDGMENT

NOW COMES, Christina Westfall, as successor in interest of a final judgment rendered in favor of The Law Office of David G. Westfall, P.C., plaintiff in the above-entitled and numbered cause ("Plaintiff") and files this her *Application for Writ of Scire Facias to Revive Judgment* (hereinafter, the "Application") and in support thereof would show unto the Court as follows:

1. This Application is supported by the affidavit of Christina Westfall (the "Westfall Affidavit") attached hereto as **Exhibit "A"** and incorporated by reference herein for all purposes.

2. On July 30, 2002, a final judgment was rendered in favor of The Law Office of David G. Westfall, P.C., in the above-entitled and numbered cause against Udo Birnbaum in the total sum of $85,207.46, which included damages of $15,817.60, prejudgment interest of $2,156.15, attorney fees of $66,306.91, and costs of court of $926.80 (hereinafter, the "Judgment"). Post-judgment interest at the rate of ten percent (10%) was awarded by the Judgment as well. A true and correct copy of the Judgment is attached hereto as **Exhibit "1"** to the **Westfall Affidavit**.

her affidavit says NOTHING - except she is over 21, of sound mind - and has "knowledge" - but not HOW SHE IS ENTITLED TO EXECUTION!

Plaintiff

3. Based upon the date of rendition of the Judgment, the Judgment became dormant on July 29, 2012. This Application seeks to revive the Judgment as to the judgment debtor Udo Birnbaum ("Judgment Debtor") pursuant to TEX. CIV. PRAC. & REM. CODE § 31.006.

4. As of April 1, 2014, there remains due and owing on the Judgment by the Judgment Debtor, damages in the amount of $15,817.60, prejudgment interest in the amount of $2,156.15, attorney fees in the amount of $66,306.91 and costs of court of $926.80. Post-judgment interest has and continues to accrue from the original date of judgment at the rate of ten percent (10%) and as of July 30, 2013 was $157,899.36 and remains unpaid as well.

5. All payments made, credits, and offsets have been credited to the Judgment.

6. The Judgment has not been paid or otherwise settled or compromised.

7. Christina Westfall brings this proceeding to revive the Judgment and to extend the enforcement of same.

8. Christina Westfall asks the Court to take Judicial Notice of the Judgment.

WHEREFORE, PREMISES CONSIDERED, Christina Westfall requests from this Court the following:

1. A Scire facias writ be issued as to defendant, Udo Birnbaum in the manner and form prescribed by law, requiring defendant, Udo Birnbum to appear and show cause why the Judgment should not be revived;
2. The Judgment be revived in all respects and extended for the full period provided by law;
3. The Court direct the issuance of execution on the Judgment;
4. The Court award Christina Westfall all costs; and

5. The Court grant Christina Westfall such other and further relief to which Christina Westfall may show herself to be justly entitled.

Respectfully submitted,

FRANK C. FLEMING
State Bar No. 00784057

Law Office of Frank C. Fleming
3326 Rosedale Ave,
Dallas, Texas 75205-1462
(214) 373-1234
(fax) 1-469-327-2930

ATTORNEY FOR CHRISTINA WESTFALL

Attorney Frank C Fleming and affiant Christina Westfall are CONCEALING that Christina Westfall is NOT entitled to do Execution - no "affidavit of death and certificate of appointment" as "legal representative". Their problem - they are CONCEALING - that a "law offices P.C" - obviously has no "estate"!

Sec. 34.002. EFFECT OF PLAINTIFF'S DEATH. (a) If a plaintiff dies after judgment, any writ of execution must be issued in the name of the plaintiff's legal representative, if any, and in the name of any other plaintiff. An affidavit of death and a certificate of appointment of the legal representative, given under the hand and seal of the clerk of the appointing court, must be filed with the clerk of the court issuing the writ of execution.

No. 00-00619

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**

AFFIDAVIT OF CHRISTINA WESTFALL
IN SUPPORT OF
APPLICATION FOR WRIT OF SCIRE FACIAS TO REVIVE JUDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority on this day personally appeared Christina Westfall, known by me to be a credible person and competent in all respects to make this Affidavit, and, who, being duly sworn, upon her oath stated:

1. "My name is Christina Westfall. I am over twenty-one (21) years of age, and have never been convicted of a crime and am fully competent to execute this Affidavit. I have personal knowledge of the facts set forth herein and each averment is, to the best of my knowledge, true and correct.

2. "On July 30, 2002, a final judgment was rendered in favor of The Law Office of David G. Westfall, P.C., in the above-entitled and numbered cause against Udo Birnbaum in the total sum of $85,207.46, which included damages of $15,817.60, prejudgment interest of $2,156.15, attorney fees of $66,306.91, and costs of court in the amount of $926.80 (hereinafter, the

Exhibit "A"

"Judgment"). Post-judgment interest at the rate of ten percent (10%) was also awarded by the Judgment and as of July 30, 2013, post-judgment interest amounted to $157,899.36. A true and correct copy of the Judgment is attached hereto as **Exhibit "1"** to this affidavit and incorporated by reference herein for all purposes.

3. "There is no outstanding and unreturned execution on the Judgment.

4. "All payments made, credits, and offsets have been credited to the Judgment.

5. "The Judgment has not been paid or otherwise settled or compromised.

6. "There are no counterclaims or set-offs in favor of Judgment Debtor.

7. "As of April 1, 2014, there remains due and owing on the Judgment by the Judgment Debtor, damages in the amount of $15,817.60, prejudgment interest of $2,156.15, attorney fees of $66,306.91, and costs of court in the amount of $926.80 (hereinafter, the "Judgment"). Post-judgment interest at the rate of ten percent (10%) was also awarded by the Judgment and as of July 30, 2013 amounted to $157,899.36.

8. "This Affidavit is made and filed for the purpose of reviving the Judgment in the manner and for the period prescribed by law."

FURTHER AFFIANT SAYEHT NOT.

SIGNED this 26 day of March, 2014.

Other FRAUD - not authorized to do execute on behalf of plaintiff "Law Offices P.C." - NOT APPOINTED by a court - as REQUIRED.

Christina Westfall
CHRISTINA WESTFALL

SUBSCRIBED AND SWORN TO BEFORE ME on this 26th day of March, 2014.

SHANE ALEXANDER MORGAN
Notary Public
STATE OF TEXAS
Commission Expires 08/26/2014

Notary Public, State of Texas

Does not say HOW or WHY she is entitled to do ANYTHING in behalf of a non-existant ("forfeited") "Law Offices P.C." entity! Answer - SHE IS NOT! FRAUD FROM START TO FINISH!

No. 00-00619

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**

ORDER REVIVING JUDGMENT

On this day, June 13, 2014, came on to be considered the *Application for Writ of Scire Facias to Revive Judgment* (the "Application") of Christina Westfall ("Movant) successor in interest to the Law Office of G. David Westfall, P.C., the judgment-creditor in the above-entitled and numbered case. The Court, having reviewed the pleadings and papers filed in this case finds that defendant Udo Birnbaum was commanded to appear in this court to show cause why the judgment rendered by this court in the above-entitled and numbered cause should not be revived on the Application of the Movant.

On this day personally appeared Christina Westfall ("Plaintiff/Judgment Creditor") and Udo Birnbaum ("Defendant/Judgment Debtor"). After considering all the pleadings, evidence, and the testimony of witnesses, the Court finds that the Application should be granted and the Judgment revived for the period of time proscribed by law.

IT IS HEREBY, ORDERED, ADJUDGED, AND DECREED, that the final judgment rendered in the above-entitled and numbered cause is hereby revived in all respects as to Udo Birnbaum;

IT IS FURTHERED ORDERED that execution on the revived judgment may immediately issue; and

IT IS FURTHER ORDERED that all costs are taxed against the Defendant, Udo Birnbaum.

All relief requested, not granted herein, is expressly denied.

SIGNED this 13 day of June, 2014

JUDGE PRESIDING

by assignment #24611

ABSTRACT OF JUDGMENT – Prop.Code ch. 52

Cause No. 00-00619

THE LAW OFFICES OF G. DAVID WESTFALL, P.C.	§	IN THE 294TH DISTRICT COURT
VS.	§	OF
UDO BIRNBAUM	§	VAN ZANDT COUNTY, TEXAS

Attorney for Plaintiff/Judgment Creditor: Frank C. Fleming
3326 Rosedale Ave.
Dallas, Texas 75205-1462

Name of Plaintiff/Judgment Creditor in Judgment: The Law offices of G. David Westfall, P.C.
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:	July 30, 2002
Amount of Judgment:	$15,817.60
Pre-Judgment :	$ 2,156.15
Attorney's Fees:	$61,806.91
Amount of Costs:	$ 1,185.80
Post-Judgment Interest Rate:	10%
Amount of Credits:	$ 0.00
Balance Due on Judgment:	$80,966.46 plus 10% Interest

Execution of this "document affecting property" - SECURED BY DECEPTION - the fraud of the whole suit - FROM THE VERY START!

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 18th day of July, 2014.

Karen Wilson, District Clerk
Van Zandt County, Texas

By _____ Clerk

FILE COPY

EXECUTION (with Bill of Costs) Rule 622, Texas Rules of Court

Cause No. 00-00619

THE LAW OFFICES OF G. DAVID WESTFALL, P.C.	§	IN THE 294TH DISTRICT COURT
VS.	§	OF
UDO BIRNBAUM	§	VAN ZANDT COUNTY, TEXAS

TO ANY SHERIFF OR ANY CONSTABLE WITH THE STATE OF TEXAS: GREETING:

WHEREAS on the **30th** day of July, **2002**, in the Honorable 294th District Court of Van Zandt County, Texas in Cause No. **00-00619** and as styled above; **THE LAW OFFICES OF G.DAVID WESTFALL, P.C.** recovered a judgment against **UDO BIRNBAUM, 540 Van Zandt County Road 2916, Eustace, TX 75124-7280,** for the sum of **$15,817.60, pre-judgment of 2,156.15, attorney fees in the amount of $61,806.91,** Dollars with interest thereon from the **11th** day of **April 2002** at the rate of **10%** per annum, and all costs of suit. This said judgment was revived in said court on the **13th** day of **June 2014.**

THEREFORE, you are commanded that out of the property of the said **UDO BIRNBAUM, 540 Van Zandt County Road 2916, Eustace, TX 75124-7280,** subject to execution by law, you cause to be made the sum of **$15,817.60, pre-judgment of 2,156.15, attorney fees in the amount of $61,806.91,** Dollars with interest thereon from the **11th** day of April **2002** at the rate of **10%** per annum, together with the sum of **$1,185.80** costs of suit, and also the cost of executing this writ and you will forthwith execute this writ according to law and the mandates thereof.

HEREIN FAIL NOT, but make due return of this execution to said District Court within **90** days from the date of issuance hereof, with your return thereon endorsed showing how you have executed the same.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT, at Canton, Texas, this, the **18th** day of **July, 2014.**

ATTEST: Karen Wilson, District Clerk
121 E. Dallas, Room 302
Canton, Texas 75103
Van Zandt County, Texas

By K Wilson Clerk

I HEREBY CERTIFY that the foregoing Bill of Costs; amounting to **$1,185.80,** is a true bill of the costs adjudged against the defendant, in the above numbered and entitled cause, wherein this writ of execution is issued.

BILL OF COSTS

Clerk's Fee.....	$ 15.00
Records Preservation Fee.....	$ 5.00
Citation Fee	$ 8.00
Sheriff's Service Fee	$450.00
Legal Services For Indigents	$ 10.00
Writ.....	$ 16.00
Statewide Electronic Filing Sytems.....	$ 10.00
District Clerk Technology Fund	$ 5.00
Writ	$ 8.00
Other.....	$658.80

TOTAL COSTS DUE FROM DEFENDANT = = = = = **$1,185.80**

Plaintiff "Law Offices P.C. no longer exists! Can't do "Execution" in the name of a non-existent entity! BUT THEY DID! FRAUD AND DECEPTION FROM START TO END!

FILE COPY

SHERIFF'S RETURN

Came to hand the ___ day of _____ 20___ at _____o'clock ___ M and executed at _____ in _____ County, Texas on the ___ day of _____ 20____ at _____ o'clock ____M by levying upon and seizing the following described property as property of the defendant, and situated in _____ County , Texas, viz:

And afterwards, on the ____ day of _____ 20___ advertised the same for sale at the courthouse door of _____ County/_____ on the ____ day of _____ 20___being the _____ of the month (*by advertisement in the English language, published once a week for 3 consecutive weeks preceding such sale, the first publication appearing not less that 20 days immediately preceding the day of sale, beginning on the ____ day of _____ 20____ in the _____, a newspaper published in the County of _____ stating in said advertisement the authority by virtue of which said sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the county and the name by which the land is generally known), (by written advertisement posted for ____ successive days next before the day of sale at 3 public places in the county of _____ on of which is at the Courthouse door of said County, and one was at the place of sale) ** and also delivered/mailed one to each of the within named defendants a copy of said notice of sale; and also mailed a copy of said notice of sale to _____ _____ defendant's attorney of record in said cause.

And on said ____ day of _____ 20____ between the hours of 10 o'clock AM and 4 o'clock PM at the Courthouse door of said County, _____in pursuance to said advertisement, sold said property at public sale to _____ to whom the same was struck off for the sum of $_____ Dollars, that being the highest secure bid for the same; and the said _____ having been paid the sum so bid by __h___ I executed to __h___ a _____ for said property. And after first satisfying the Sheriff's costs accruing under this writ, amounting to the sum of $_____ an itemized bill of which appears below, and the further sum of $ _____ original Court costs, the remainder, being the sum of $_____ was paid to _____ whose receipt for the same is herewith presented, and this writ is hereby returned on this the ____ day of_____ 20___.

SHERIFF'S FEES

Executing Writ & return	$_____	|
Executing deeds	$_____	|
Executing___ bill of sale	$_____	|
_____	$_____	|
_____	$_____	|
TOTAL.....	$ _____	|
Original court costs.....	$ _____	|
TOTAL AMT IN COSTS	$ _____	|

_____ Sheriff
_____ County, Texas

By_____ Deputy

*If no newspaper will publish said advertisement then strike out the first clause and leave the clause showing advertisement "posted", etc. If published in newspaper, strike out the clause in regard to posting. ** I sale was at a courthouse of said county, then strike out this last clause, but if sale is elsewhere, strike out and make your form read accordingly.

RETURNED AND FILED this the _____ day of _____ 2014, at _____o'"clock ____M
KAREN WILSON, District Clerk, Van Zandt County
By _____ Deputy

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

Forfeiture pursuant to Section 171.309 of the Texas Tax Code of THE LAW OFFICES OF G. DAVID WESTFALL, A PROFESSIONAL CORPORATION

File Number : 91607102 Certificate / Charter forfeited : February 11, 2005

The Secretary of State hereby determines and finds the following:

1. The Secretary of State received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code that there are grounds for forfeiture of the charter or certificate of authority of the referenced entity.
2. That the entity has not revived its forfeited corporate privileges within 120 days after the date that the corporation privileges were forfeited.
3. The Comptroller of Public Accounts has determined that the entity does not have assets from which a judgment for any tax, penalty, or court costs imposed under Chapter 171 of the Code may be satisfied.

It is therefore ordered that charter or certificate of authority of the referenced entity be forfeited without judicial ascertainment and that the proper entry be made upon the permanent files and records of such entity to show such forfeiture as of the date hereof.

Can't do "Execution" - in 2014 - in the name of a dead entity. But they DID!

Plaintiff "Law Offices P.C. no longer exists! Can't do "Execution" in the name of a non-existent entity! BUT THEY DID!
FRAUD AND DECEPTION FROM START TO END!

Roger Williams
Secretary of State