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No. 00-00619

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

vs.

"The Law Offices"

UDO BIRNBAUM

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IN THE DISTRICT COURT

294th JUDICIAL DISTRICT

VAN ZANDT COUNTY, TEXAS

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

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

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

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

I.

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

principal

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

"sale and delivery" of "goods or services"

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

II.

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

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

watch the wording

III.

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

this is legal wording for "open account"

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

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

standard "open account" wording

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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
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Ever wonder what is wrong with our courts? KEEP LOOKING