

**No. 03-05-00827-CV**

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IN THE COURT OF APPEALS  
FOR THE THIRD JUDICIAL DISTRICT  
AUSTIN, TEXAS

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Government of the State of Texas, as represented by Greg Abbott,  
Appellant - Cross Appellee

v.

The People of the State of Texas, as embodied by Edmund B. Heimlich,  
Appellee – Cross Appellant, and now ‘Relator’

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On Appeal from the District Court seated in Travis County, Texas  
Honorable Judge Margaret Cooper presiding in the 200<sup>th</sup> Judicial District  
(Cause No. GN1-00142)

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**THE STATE OF TEXAS**  
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS  
RELATOR / APPELLEE / CROSS-APPELLANT'S  
**WRIT OF MANDAMUS, & PROHIBITION = INJUNCTION**  
December 17, 2006

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**RELATOR: Edmund Bryan Heimlich** (Ed Heimlich, Edmund B. Heimlich),

A Human Person, member of the Sovereignty - the people of the State of Texas,  
Citizen of the United States and of this State of Texas, standing unrepresented

1111 Blalock Road, Apt. 251

Houston, Texas 77055

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**To the RESPONDENT:**

**Served at:**

<p><b>CYNTHIA ALEXANDER</b> Through her supervising Lawyer, <b>GREG ABBOTT,</b> in personal and official capacities</p>	<p><b>ATTORNEY GENERAL, OFFICE OF</b> 209 W.14th St. 78701 P.O.Box 12548,78711-2548 Austin, Texas</p>
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# WRIT OF MANDAMUS / ORDER

To Cynthia Alexander, Respondent

Submitted to the Public Record for observance

Edmund Bryan Heimlich, Appellee and Cross-Appellant, (“I”) hereby submits to WRIT OF MANDAMUS to the Public Record maintained by the Clerk of this Court, for observance, this DEMAND / ORDER / MANDATE, of the Law is directed to Cynthia Alexander. As Attorney / Court Officer / Public Servant, Alexander must comply with the mandate of the Law governing Attorneys, or be subject to the pains and penalties of the law, including but not limited to Contempt of Court and disbarment. The primary Law / Mandate that is the subject of this Writ is Rule 3.03 titled “Candor Towards Tribunal” (a)(1) prohibiting a lawyer from making a false statement of material fact or law, and if the lawyer does, provision (b), mandating “the lawyers shall take reasonable remedial measures, including disclosure of the true facts”.

## LAW GOVERNING ATTORNEYS

### Texas Disciplinary Rules of Professional Conduct

#### *Rule 3.03 Candor Toward the Tribunal*

(a) A lawyer ***shall not*** knowingly:

(1) *make a false statement of material fact or law to a tribunal;*

(b) *If a lawyer has offered material evidence and comes to know of its falsity, the lawyer shall make a good faith effort to persuade the client to authorize the lawyer to correct or withdraw the false evidence. If such efforts are unsuccessful, **the lawyer shall take reasonable remedial measures, including disclosure of the true facts.***

(c) *The duties stated in paragraphs (a) and (b) continue until remedial legal measures are no longer reasonably possible.*

The Law is the injunction enjoining respondents. Cynthia Alexander, a licensed lawyer, Bar no. 24035455, must IMMEDIATELY remedy her false statements in her

brief submitted to this Court in the review pending on file number 03-05-00827-CV, or be held accountable to the Law by this tribunal.

In her Appellant's Brief, under 'Statements of Facts and Procedural History'(page 3), Alexander makes two false statements of relevant and material fact and law.

**# 1**

**Alexander / Appellant, False Statement of Fact**

Alexander states; "This story begins in August 1993, when Heimlich, a real estate broker, received a \$5,050 check from the Veteran's Administration ("VA check") in payment of a real estate sales commission." **Heimlich did NOT receive the check.**

Restated herein are the exact words from the Court of Appeals, Fourteenth Supreme Judicial District, of Public Record in file No. 14-95-01369-CR, and published by Westlaw as Heimlich v. State of Texas, 988 S.W.2d 382. (emphasis added):

**"I. Background"**

"On August 25, 1993, **the complainant received a commission check** from the United States Treasury Department for services in selling U.S. Veteran's Administration property. The check, made out for \$5050, was necessarily made **payable to Heimlich** because the complainant, a real estate salesperson, worked in association with Heimlich, a licensed real estate broker." See Attached exhibit, copy of the check, also CR 1-105.

It is true that the Veterans Administration owed Heimlich a sales commission. However; the true fact of Public Record, and testified to by the complainant, and found upon review of the facts by the conclusive finder of facts, our Court of Appeals, reveal Heimlich never received the commission due Heimlich. **See Mandate of the Sovereign in Tex. Const. §6, Art. 5; "COURTS OF APPEALS", "the decision of said courts shall be conclusive on all questions of fact brought before them on appeal or error."**

The 'true fact', that Alexander has a duty as a licensed lawyer to disclose, is that the complaint took receipt of the check payable to Heimlich and Heimlich never received

the commission owed to Heimlich. The proceeds (“funds”) due and payable to Heimlich by the VA, were taken from Heimlich Bank Account by the government of the State of Texas / THE STATE OF TEXAS and are the subject of this cause. Heimlich has not, yet, received the funds from the VA check. The government of the State of Texas / THE STATE OF TEXAS, took Heimlich’s property from Heimlich’s bank account before Heimlich could receive / collect (have management, control, of) Heimlich’s property.

Again; See **conclusive** finding of facts by the Court of Appeals for the State of Texas. (A finding the Court of Appeals, seating in the Third Judicial District, cannot now reverse as review has already been made to the Court of Final Review. In this cause the Court of Criminal Appeals. See Public Record of file no. PD-0715-99)

### “I. Background”

“The complainant took the endorsed U.S. Treasury check to the bank that afternoon in order to deposit the \$5050 into Heimlich's bank account.”

### “II. Discussion”

“Obviously, Heimlich could have appropriated the money by gaining possession of the commission funds, using them for his own personal use, and refusing to tender payment to the complainant in the amount and at the time called for in their contract. Even if this is what Heimlich intended in the present case, he was never allowed to "appropriate" the finds because the complainant acted immediately and had legal authorities and the bank place a stop on Heimlich's account before he obtained use of the funds.”

{A violation of law prohibiting impairing the obligation of contracts}

#2

**Alexander / Appellant, False Statement of Fact and Law**

Alexander states; “Heimlich owed the commission to one of his agents working for him at Choice Realty”. As the Court of Appeals, Fourteenth Supreme Judicial District, found on conclusive review of the Facts; and as ground for the reversal of the conviction, with order for acquittal and dismissal of the indictment, Heimlich did **not** “owe” any commission “to one of his agents”, in this case the complainant, Eric Pettorino, represented by the government of the State of Texas as intervenor assuming Pettorino’s position in the contract. See also Contract as Law governing this cause.

It is well established, commonly known law, that a person does not “owe” a payment to another person prior to an agreed upon contract date for payment. Furthermore; any payment that may come due in the future is subject to the other terms of the contract, the LAW of the contract, providing for deductions from any payment that might come due at a date in the future. The Law of the lawful Contract between Heimlich and Pettorino reveals Heimlich did **not, and does not**, “owe” a commission payment, any money / property, to the complainant. **Legal title to the property that is the subject of this cause was, and remains, vested in Heimlich.** That property was taken by the government of the State of Texas / THE STATE OF TEXAS, for the use of the public as evidence of a crime, is owned by Heimlich. The government of the State of Texas / THE STATE OF TEXAS, is now indebted to Heimlich for the recovery of his, Heimlich’s, property, as well compensation for damage and destruction to his other property as a direct result. This is by mandate of the sovereign, §17 of Article I, Texas Constitution.

#### **ALEXANDER’S DUTY MANDATED BY LAW**

The Law governing Attorneys (licensed lawyers) known as the Texas Disciplinary Rules of Professional Conduct; mandates as follows, **Rule 3.03 Candor Toward the Tribunal;** (B) the lawyers shall take reasonable remedial measures, including disclosure of the true facts”. [See §311.016, TX Gov. Code – “shall” imposes a duty]

Alexander, assigned to this cause to represent the government of the State of Texas, by the Attorney General, pursuant to his Constitutional duty, has a duty to disclose the true facts. It is hereby demanded Alexander perform her due diligent duty to read the Law of the lawful contract between Heimlich and the complaint (of Public Record; See **CR V1, page 99 – 102**, before the tribunal set to review this cause under file number 03-

05-00827-CV) and the Law of the Case established by prior review, and immediately sent letter to the tribunal disclosing the true facts revealed by the Law of the Contract. Relevant portions of the LAW of the Contract are restated herein:

## **CONTRACT LAW**

**Between Heimlich and Pettorino (complainant);**

**The Law binding on government of the State of Texas / STATE OF TEXAS  
as intervener assuming the position, and liabilities, of Pettorino in the Contract**

### **Introduction**

The agreement, CONTRACT LAW, entitled BROKER AND SALESPERSON AGREEMENT, between Heimlich and Pettorino, was a legally binding contract on September 1, 1993, when the government of the State of Texas took Heimlich property on assertion he “owed” Pettorino property, or had illegally taken (theft) property belonging to Pettorino. Heimlich is referred to in the contract as “Broker” and Pettorino, the initial complainant, as “Salesperson” **The contract remains a binding, legal, enforceable contract – LAW OF THE CASE - to this day.**

The Contract is in language one sufficiently competent in their understanding of Law to complete the curriculum of an accredited law school, and pass a competency test to become licensed to practice law, and join the profession of Court Officers known as Attorneys, can understand / interpret, without requiring a panel of jurists to explain it for them. It states, in relevant part, as follows:

### **Terms of the Contract (the LAW)**

**2(a)** The parties agree to conform to and abide by all laws, rules and regulations and code of ethics that are binding on, or applicable to, Real Estate Brokers and Real Estate Salespersons. Salesperson and Broker shall be governed by the Code of Ethics of the national Association of REALTORS, the Real Estate License Act of the State of Texas, the Bylaws and the Board of REALTORS.

(NOTE: Therefore; jurisdiction for any complaint Pettorino had with Heimlich was before a REALTORS tribunal. Pettorino was bound, by the terms of the contract law he agreed to, to exhaust administrative process for redress or remedy from the Houston Association of Realtors (arbitration) before initiating any

complaint in a Court of the State of Texas. His sworn testimony reveals he did not. The government of the State of Texas had no jurisdiction to intervene as his Attorney to impair the obligations of the contract, or to collect any debt created by it. The government of our State of Texas, however, made the complaint their own)

### **3. PROFESSIONAL SERVICE FEE:**

When Salesperson shall perform any service hereunder, whereby a fee is earned, said fee shall, **when collected**, be divided between Broker and Salesperson, in which division Salesperson shall receive a proportionate share as set out on the Professional Service Fee Schedule attached hereto, and Broker shall receive the balance. In the event of special arrangements with any client of Broker, a special division of fees may apply, such rate of division to be as agreed upon in writing in advance by Broker and Salesperson.

(NOTE: As noted by the Court of Appeals, Fourteenth Supreme Judicial District, in opinion of public record in file no. 14-95-01369-CR, Heimlich was never able to “collect” his, Heimlich’s, commission due to the action of seizure by the State of Texas prior to availability of any funds deposited into Heimlich’s account.)

**3(a). Broker has the right to require written authorization from the participating Salesperson prior to disbursing the fee in dispute and Broker shall not be liable to the Salesperson for holding the disputed funds.**

**3(b). In no case shall Broker be personally liable to Salesperson for any fees not collected**, nor shall Salesperson be liable to Broker for any fees not collected. If fees shall have been collected from the party for whom the service was performed, it is agreed that such sums **shall be deposited with Broker** and Broker shall divide the same according to the terms of this Agreement. **Salesperson agrees not to accept any fee, bonus or other compensation directly, all of which shall be paid to Broker** for distribution according to the terms hereof.

(NOTE: As noted by the Court of Appeals, Fourteenth Supreme Judicial District, in opinion of public record in file no. 14-95-01369-CR, Pettorino breached the contract by collecting compensation, the check payable to Heimlich, from the

Seller of Real Estate that had contracted with Heimlich. Heimlich was never able to “collect” the commission due to the action of seizure by the State of Texas prior to availability of any funds deposited into Heimlich’s account, to Heimlich.)

**3(c).** The division and distribution of earned fees as set out herein shall take place as soon as practicable **after collection and receipt** of such fees. **The parties agree that Broker is authorized to deduct amounts due Broker from Salesperson from any fees payable to Salesperson hereunder.**

(NOTE OFFSET – therefore, I, Heimlich as Broker, am entitled to offset from any fee, if a fee is due Pettorino, ALL the costs of the transaction that he took to the government of the State of Texas.)

**3(d).** **All fees and other sums earned by or through the efforts of Salesperson shall be payable to and are and shall remain the sole and exclusive property of Broker, and Salesperson shall have not direct interest whatsoever in any such fees or the collection thereof and shall look solely to Broker for payment of sums due Salesperson under the terms of this Agreement. Salesperson shall **not** assign any interest from fees due hereunder.**

(NOTE: **Title to the property** in question, seized / illegally taken by the government of the State of Texas / STATE OF TEXAS, as evidence of a crime (as the ‘public use’) is vested in Edmund Bryan Heimlich.)

**4. EXPENSES: Broker shall not be liable to Salesperson for any expenses incurred by Salesperson or for any of his/her acts, nor shall Salesperson be liable to broker for office help or expenses insofar as Broker has herein agreed to provide the same, and Salesperson shall have no authority to bind the Broker by any promise or representation, unless specifically authorized in a particular transaction.**

**4(a) It is agreed by the parties hereto that certain “special expenses” directly attributable to a specific transaction shall be deducted from the gross fee after**

**collection of such fee** and paid to the provider of such service prior to division of the net amount between Broker and Salesperson.

(NOTE OFFSET – therefore, I, Heimlich as Broker, am entitled to offset from any fee due Pettorino ALL the costs of the transaction that he took to the government of the State of Texas.)

**6. LITIGATION AND CONTROVERSIES.** In the event any transaction in which Salesperson is involved results in a dispute, litigation or legal expense. Salesperson shall cooperate fully with Broker. Except as otherwise provided by Article IX, Broker and **Salesperson shall share all expenses and costs including legal, incurred by Broker connected therewith,** in the same proportion as they would normally share the fee resulting from such transaction if there were no dispute or litigation. **In addition, Salesperson shall pay all expenses incurred by Salesperson,** including legal fees by an attorney for representation other than Broker’s attorney. It is the policy to avoid litigation wherever possible, and or settle, and the terms and conditions of any compromise or settlement or whether or not legal expenses shall be incurred; provided, however, that no compromise or settlement involving the payment of money or anything of value by Salesperson shall be accepted by Broker without written consent of the Salesperson. Suits for fees shall be maintained only in the name of the Broker and at Broker’s sole discretion.

**8. INDEPENDENT CONTRACTOR.** This agreement does not constitute a hiring by either party. ...This Agreement shall not be construed as a partnership, and neither party hereto shall be liable for any obligation incurred by the other except as provided elsewhere herein.

**9. INDEMNIFICATION.** Salesperson agrees to indemnify and hold harmless Broker of and from all claims, actions, demands, damages, and liability, and costs attendant to defending against the same (including but not limited to attorneys fees, court costs, investigation expenses and expert witness fees) caused by reason of any negligence.

misrepresentation, promises or untrue statements made by Salesperson, or any other acts of Salesperson, for which any person may seek to hold Broker responsible.

(NOTE OFFSET – Again, I am entitled to offset from any fee due Pettorino ALL the costs the person known as government of the State of Texas attempted to hold me responsible for. That is, my costs defending against the claim (complaint), Pettorino, by and through the government of the State of Texas, brought against me, and all of my damages including “lost wages, salary, and other income”.)

**10. TERMINATION.** This agreement, and the relationship created hereby, may be terminated by either party hereto, with or without cause, at any time **upon written notice** given to the other; but the rights of the parties to any fees earned prior to said notice shall not be divested by the termination of this Agreement.

Pettorino testified, under oath, he did NOT give written notice of termination.

Regardless, Pettorino remained responsible for offsets the contract allows me to make against any fees he earned.

**10(a).** upon termination of this Agreement, all negotiations commenced by Salesperson during the term of this Agreement shall thereafter be handled by Broker.

**10(d).** Salesperson shall not, during the existence of this Agreement, or after the termination of this Agreement, use to his/her own advantage, or the advantage of any competing person or corporation, any information gained for or from the files or business of Broker and not generally known. Without limiting the scope of the above, comparable sales data, records, files, memoranda, reports, listings, prospective listings, statistical data, computer programs or data, merchandising data and information, financial information and all other trade secrets or confidential information or documents relating to the business of Broker shall be deemed the Confidential material, confidential and affect the successful conduct of the business of Broker, and that any breach of the terms of this paragraph g shall be a material breach of this Agreement. Upon such material breach, Broker may termination this Agreement without any further obligation whatsoever, yet is not limited to termination as an exclusive remedy.

**13. MISCELLANEOUS. Heirs. Successors.** [NOTE: in this case, the government of the State of Texas / STATE OF TEXAS]. This agreement shall be binding upon and the benefits shall inure to the heirs, executors, administrators and successors of the parties hereto.

**13(a). Notices.** All notices provided for under this Agreement shall be in writing and shall be sufficient if delivered in person or if sent by certified mail to the addresses of the parties hereto set forth on the signature page hereof or to such other address as shall be designated in writing to the other person.

**13(b). Governing Law.** This Agreement shall be governed by the Laws of the State of Texas.

**13(c). Assignment.** This Agreement is personal to the parties hereto and may not be assigned, sold or otherwise conveyed by either of them.

**13(d). Waiver.** The failure of any party hereto to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver of such provision or term, nor the right of any party thereafter to enforce such term or provision.

**13(e). Entire Agreement.** This Agreement constitutes the entire agreement between the Broker and Salesperson, and that there are no agreements or understandings concerning such agreement which are not fully set forth herein. **This Agreement may not be changed, altered, or modified in any respect except by an instrument in writing signed by the parties hereto.**

**13(f). Severability.** The Provisions of this Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.

#### **14. PROFESSIONAL SERVICE FEE SCHEDULE:**

**14(a) ..... Broker shall deduct from said commission an amount equal to any indebtedness owed Broker by Salesperson. Neither party shall be liable to the other for any commission not collected.**

**14(c). Salesperson may be charged a late fee of \$10 per day afer the 3<sup>rd</sup> day of the month in which Management Charges and other fees or reimbursement of expenses are due Broker.** (NOTE: The foregoing provision of the contract is underlined in the original contract.) Should salesperson become more than 60 days delinquent, Broker may, at Broker's discretion convert the commission split described in paragraph 14(a) to a commission split of 50% to Broker and 50% to agent on all commissions received thereafter.

(NOTE: Records maintained by the Texas Real Estate Commission show that Pettorino remained under the sponsorship of Heimlich until January of 1994. Pettorino paid no monthly management fee for the months of September through January, and absconding with commission owned by Heimlich. Therefore, the commission not yet collected by Heimlich, due to seizure of it by the government of the State of Texas, is subject to a 50/50 split, and of the 50% that might be due Pettorino, offsets providing by the contract consume it leaving nothing "owed" by Heimlich to Pettorino.)

**14(d).** Broker may, at Broker's discretion, advance on behalf of Salesperson the payment of some of Salesperson's independent real estate business, such as payment of advertising, sales material, telephone and other related expenses, provided however, it is understood and agreed that all such expenses are to be reimbursed to broker by Salesperson. Salesperson is to pay the statement of account submitted by Broker reflecting indebtedness to Broker, incurred during the prvious month, on or before the first day of the following month.

**14(g). Broker may deduct any part or all past due charges, late charges, management fees coming due within the next 10 days, and expenses due Broker, from commissions payable to Salesperson and/or forfeit all or part of Salesperson's Security Deposit.** [Pettorino had no security deposit. He insisted there be no deposit as a condition for accepting the other terms of the Contract See Original Contract where provision 14(b) is crossed out and initialed by both parties. Thus, any commission checks generated by Pettorino constituted the "Security Deposit". This was the argument made by Pettorino for the elimination of the standard provision from the contract he agreed to. He testified, under Oath, to this at the trial]

(NOTE: The Contract is dated as Executed on the 23<sup>rd</sup> of January, 1993. The seizure of the property in Heimlich's bank account, on assertion by the government of the State of Texas the \$5,050 seized was the property of Eric Pettorino, and therefore stolen property, took place on September 1, 1993. As of that time, Heimlich and Pettorino had been in a contractual relationship for 7 months. Pettorino testified there had been no problem, he had no complaint, with any of the transactions that occurred monthly, often several times a month, prior to he complaint to the government of the State of Texas as represented by John Boone, employed by the State of Texas as a prosecutor.)

**FINAL NOTE on CONTRACT LAW governing this cause /  
HEIMLICH'S 'ACTUAL INNOCENCE'**

The Court of Appeals, Fourteenth Supreme Judicial District, in reversal of the conviction for theft, (see Opinion 14-95-01369-CR) relied primarily on the following provision of the Contract Law the court referred to as "pertinent", but which, of course, does not diminish other relevant provisions, in footnote number 4:

*"The pertinent contract provision specifically stated....Any such commission [coming due to agent, complainant in this cause] shall be reduced by a portion thereof distributed to other cooperating Brokers who participated in a sale, lease, or rental and earned a portion of the commission thereon, provided however, Broker shall deduct from said commission an amount equal to any indebtedness owed Broker by Salesperson.*

*Neither party shall be liable to the other for any commission not collected."* These contract provisions are 3(a), 3(b), 3(c), and 14(a), in the contract.

The Conclusive finding of fact, pursuant to **our Texas Constitution §6, Art. 5**, (following denial of review by the Texas Court of Criminal Appeals), that is now binding on ALL Court Officers, including adjudicatory Officers, is as stated by the Fourteenth Court of Appeals of Public Record in file no. 14-95-01369-CR:

*Heimlich argues the evidence fails to show either (1) he acted with intent to deprive the complainant of property, or (2) he unlawfully appropriated*

**property owned by complainant. We agree that the evidence is legally insufficient to demonstrate he appropriated property "owned" by the complainant.**

A Contract is the means by which parties to the contract stipulate their “intent”. Thus, absent a breach of the contract, neither party, or an outside party (in this cause the government of the State of Texas / STATE OF TEXAS) can speculate on the intent of the parties. The Prosecutor, acting pursuant to authority of Article 3.02, Texas Code of Criminal Procedure in the name of the State of Texas, persuaded the jury to exercise jurisdiction, a discretionary authority, they simply did not have. That is, to speculate on Heimlich’s intent, and the Trial Judge erred in allowing it. The Law of the Lawful Contract secured to Heimlich immunity from suit or liability. A liability this member of the sovereign, Edmund Heimlich, and his fellow members of the sovereignty, never waived in clear and unambiguous language. Heimlich was, and remains, in compliance with the terms of the LAW of the Contract. Thus, his innocence cannot be anything other than actual, and Heimlich remains immune from suit or liability. **The LAW in contract stands as “DNA” exonerating Heimlich from any allegation of a “wrong” , be it criminal, civil, or in tort.**

#### **OTHER RELEVANT FACTS OF LAW**

A lawyer licensed to practice law and assigned to this cause as a duty to have knowledge of the following. Heimlich was prosecuted by the government of the State of Texas / STATE OF TEXAS for performing the LEGAL act of placing a stop pay on a POST-DATED check Heimlich owned (a “draft” / order to his bank where Heimlich maintained a bank account), PRIOR TO the date of payment on the check. The Uniform Commercial Code and Texas Business and Commerce Code, Section 4.403(a), was a valid and enforceable statute in the State of Texas, on the days in question, entitled **CUSTOMER’S RIGHT TO STOP PAYMENT**, and did read as follows:

**A customer may by order to his bank stop payment of any item payable for his account but the order must be received at such time and in such manner**

**as to afford the bank a reasonable opportunity to act on it prior to any action by the bank with respect to the item described in Section 4.303.**

### **CONCLUSION**

The Foregoing Facts of Public Record, which Cynthia Alexander has a due diligent duty, obligation, and responsibility as a Licensed Lawyer (Attorney) and Court Officer, assigned to this cause in this tribunal, to know / have knowledge of, and therefore cannot claim lack of knowledge of. The ‘True Facts’ clearly reveal that Heimlich has been **the victim** of a THEFT. A Theft committed by the government of the State of Texas / STATE OF TEXAS. Heimlich has a well-established Right to Remedy. Equal Protection of the Law secures Remedy to Heimlich regardless of the identity of the perpetrator of the crimes against him. Heimlich is inherently entitled to compensatory monetary recovery for his injuries and damages caused by the perpetrator of the crimes against him. The perpetrator of the crime in this case was the government of the State of Texas / STATE OF TEXAS. The perpetrator of the crime has sufficient assets to provide ALL recovery necessary for remedy, and necessary to honor the Law of our Land.

Heimlich has no duty to seek remedy from the employees of the entity, government of the State of Texas (prosecutor and Judge), or the temporary court officers known as the Jury, representing THE STATE OF TEXAS. Statutory Law created by those serving in our Legislative Division has indemnified them from personal liability, imposing upon the State Treasury the liability / duty, obligation, and responsibility to Remedy their wrongs. Heimlich has an **inherent** Right to Remedy; ie, Recovery of monetary compensation for his property, Actual Economic Damages, “taken, damaged, or destroyed”, and compensation for injuries that cannot be recovered, such as his career and reputation. It is long past time for the Obstruction of Justice by Licensed Lawyers (Attorneys) employed as Public Servants, to cease. It is in the Public Interest.

**Served on Cynthia Alexander and submitted to the Clerk for recording in the Public Record this 18th day of December, 2006,**

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Edmund B. Heimlich, one of the people (the sovereign) / Texas & US citizen