

1 DISTRICT COURT, COUNTY OF ARAPAHOE, STATE OF COLORADO

2 CASE NO. 99 CV 2067

3 **TRANSCRIPT OF TAPE RECORDED PROCEEDINGS**

4

5 James W. Burneson,
6 Plaintiff,

7 VS.

8 RAYMOND STEWART AND KAY STEWART, Defendant

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11 THIS MATTER came on for a hearing that was held on SEPTEMBER 7,
10 2006 before JUDGE ANTRIM. The following is a complete record
of the proceedings from that date.

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APPEARANCES

17
18 FOR THE PLAINTIFF: JAMES BURNESON (PRO SE)

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20 FOR THE DEFENDANT: MR.
GALLAGHER

21 Jim Burneson has inserted comments printed in RED in this transcript. These statements are solely the opinions of Mr. Burneson. THIS IS AN EXAMPLE OF A JUDGE AND EX DISTRICT ATTORNEY WORKING A DEAL IN COURT TO DENY A COURT ORDER FOR \$12,500 BY CHIEF JUDGE STUART FOR LEGAL FEES.

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1. TRANSCRIPT OF HEARING

2 SEPTEMBER 7, 2006

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4 THE COURT: Ninety nine C V two zero six seven,
5 James Burneson versus Raymond Stewart and Kay Stewart. Mr.
6 Burneson uh I note that you're in custody and you are not
7 represented by counsel.

8 MR. BURNESON: Yes ma'am.

9 THE COURT: Do you have counsel sir?

10 MR. BURNESON: No I'll be pro se.

11 THE COURT: Alright. Do you mind if he has a
12 seat down here or you want him to stay there?

13 UNIDENTIFIED: Whatever (inaudible).

14 MR. BURNESON: Your, your honor I have a problem I
15 can't deal with the file at that podium or any other place,
16 it's very difficult in these restraints so I would ask that I
17 be given a table or something that I can sit at at least, then
18 when we stand I can in order to manipulate the file.

19 THE COURT: Let me have you just stay where you
20 are for now.

21 MR. BURNESON: Okay.

22 THE COURT: And I'm not going to require you to
23 stand at this point in time okay? Now we're here because the
24 defendants have filed a motion to enforce the mediation
25 settlement and the mutual release and the plaintiff has asked

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1 that I be recused and for a change of venue. And that the
2. plaintiff has filed a motion to set the balance owed to obtain
3 satisfaction of judgment am I correct?

4 MR. GALLAGHER: That is correct your honor.

5 THE COURT: Alright. Oh yes I think I remember
6 now this motion to recuse me not because of anything I've done
7 but because you believe that Judge Leopold has an untoward
8 influence on me and every judge here in the district.

9 MR. BURNESON: That's why I'm wearing these today.

10 THE COURT: Well I appreciate that Mr. Burneson
11 but let me tell you that if, I haven't discussed this Judge
12 Leopold but I'm willing to bet that if I did discuss it with
13 Judge Leopold he would only uh say that he wished he had
14 influence over me and the other judges here and that things
15 would be better if he did but unfortunately he does not. I
16 believe I received a copy of this motion and reviewed it. I
17 know I did. There's no reason for me to say I believe.
18 know I received a copy of this motion and I reviewed it prior
19 to the time that the Arapahoe County bar Association um at one
20 of it's monthly dinners, uh saluted the work of Mr. Gallagher.
21 In anticipation of this hearing I did not attend that dinner.

NOT ATTENDING A DINNER MAKES THIS JUDGE IMPARTIAL? WHETHER
JUDGE LEONARD-ANTRIM MADE GALLAGHER'S AWARD DINNER OR NOT
DOESN'T CHANGE HER BENT OF MINE IN MAKING A DECISION ALREADY
AGREED UPON IN FAVOR OF HER PIER Mr. Gallagher.

22 I do not know Mr. Gallagher personally. I recognize him. I
23 recognize a lot of people I don't know personally. Nor have I

24 had any conversation ever with Mr. Gallagher on this or any
25 other matter. In addition there are uh requirements for

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1. recusal and certainly you have you have satisfied one in that
2 this is a verified motion even though it doesn't say that it
3 is. Your signature is notarized. Uh but I can't find that
4 I've done any that I've had any ex parte communication, that I
5 am biased in any way or that there is any other uh reason for
6 me to recuse pursuant to the rule and the reasons that you
7 have cited here are um no offense sir, based on your
8 supposition.

THIS TRANSCRIPT WILL PROVE THIS COURT IS TOTALLY BIASED.

9 MR. BURNESON: Yes ma'am.

10 THE COURT: So at this time I am going to deny
11 your motion both for me to recuse and for a change of venue.

THERE WAS NO DISCUSSION ABOUT CHANGE OF VENUE. IT WAS JUST
DISMISSED OUT OF HAND BECAUSE ALL JUDGES IN THE 18TH DISTRICT
COURT ARE AWARE THERE HAS BEEN UP TO 15 JUDGES WHO CAN'T HEAR
CASE INVOLVING JIM BURNESON WHICH IS GROUNDS TO CHANGE VENUE
OUT OF A PREJUDICE COURT DISTRICT.

12 Now the record will reflect that the plaintiff's motion is
13 denied. As to the defendant's motion to enforce the mediation
14 settlement and mutual release. Mr. Gallagher I have read your
15 motion is there anything else that you would like to say?

16 MR. GALLAGHER: No not as far as my motion your honor
17 uh attached to that motion are some exhibits which you no
18 doubt read. One is the mutual release the other one is the
19 settlement memorandum JAG. Mr. Burneson's response to that

20 motion set forth um some um allegations that uh myself, my
21 clients are committing fraud, perjury, et cetera, et cetera in
22 not recognizing that that twenty thousand dollars was never
23 received by Mr. Burneson. I believe that motion or that
24 response also set forth the fact that Mr. Burneson responded
25 to the sheriff's office for a criminal investigation.

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1 Mr. Burneson: Your Honor I object at this.

2 THE COURT: Well hang on. I'll give you an
3 opportunity to speak and I won't interrupt you Mr. Burneson
4 but I'm going to let Mr. Gallagher speak now.

HERE IS A NEWS BULLETIN FOR THE JUDGE. PROPER PROCEDURE WHEN
AN OBJECTION IS RAISED BY OPOSING PARTY IS TO RULE ON IT NO
SHUT THE DEFENDANT UP CLAIMING AN INTERRUPTION HAS OCCURRED.
THIS WAY JUDGE ALLOWS THE CONTINUED SPEECH WHICH IS PREJUDICE
TO THE DEFENSE.

5 Mr. GALLAGHER: What that motion, what that response
6 does not reflect your honor is that the an investigator by the
7 name of Tim Rotter, R O T T E R, with the Arapahoe County
8 Sheriff's Department did contact me. I filled him in on what
9 happened, he later called me back and said that uh he had made
10 a response or he had made a demand of Mr. Burneson that Mr.
11 Burneson acknowledged the twenty thousand and been received
12 and that Mr. Rotter, Investigator Rotter wanted in fact to see
13 Mr. Burneson's banking record for that period of time. Seems
14 like this was back in two thousand one your honor. That the
15 next day Mr. Rotter received a telephone call from Mr.
16 Burneson that suddenly Mr. Burneson remembered that he had

17 received the twenty thousand dollars. And I think the court
18 should be aware of that and before ruling on this motion. I
19 believe that's all I have at this honor at this point your
20 honor.

21 THE COURT: And Mr. Burneson is that true?

22 MR. BURNESON: Can I speak from here?

23 THE COURT: Yeah.

24 MR. BURNESON: Uh the twenty thousand dollars uh at
25 the time there as a great deal of confusion in this particular

1 uh mediation et cetera from the standpoint the attorney I had
2 died.

3 THE COURT: Um hum.

4 MR. BURNESON: When he was supposed to receive the
5 payment.

6 THE COURT: Um hum.

7 MR. BURNESON: It took seven to fourteen days to
8 confirm his death. Uh he was supposed to have a check uh
9 making this a completed settlement. Uh so there was that
10 confusion and I did not frankly remember the receipt of the
11 twenty. I on my own volition having misunderstood that
12 situation went to my own account without any demands made by
13 the Rotter at that time or Rutter and I asked for copies of
14 from the bank and I did find a twenty thousand dollar deposit
15 made. With that I immediately called the uh investigator and
16 withdrew my claim. Um the difference that we have here your

17 honor is that the settlement was a settlement solely on a
18 fifty thousand dollar interest and expenses. The twelve
19 thousand four hundred and fifty dollars was not entered in
20 that mediation whatsoever because Judge Stewart ordered that
21 and it's fixed number as legal fees (inaudible). So that was
22 never brought into the mediation whatsoever. Now as an
23 example if it was brought in then the final payment out of the
24 mediation should reflect the (inaudible) three last numbers of
25 the twelve thousand (inaudible) four hundred and seventy eight

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1 dollars. It doesn't. So what we have here is a mediation as
2 I said. The fifty thousand dollar security deposit and an
3 eight thousand dollars that was negotiated through mediation
4 for interest on the uh fifty not paid and the expense of the
5 court. I have a document here which reflects uh Mr.
6 Gallagher's effort to pay me the twelve thousand four hundred
7 seventy four dollars to get the release of the lien or the uh
8 document. He admitted in this document if I could show it to
9 you that he believed at that time he still owed the twelve
10 thousand four hundred and seventy four dollars. What I then
11 did is asked him that that twelve thousand should include
12 eight percent interest from two thousand. That twelve
13 thousand four hundred and seventy four dollars should have
14 been paid back then, it was not. There's not receipt for it.
15 There's no inclusion in this mediation whatsoever. So that's
16 the problem I have. Now if I could show you this document but

17 I can't get it.

18 THE COURT: Well hang on a second. Mr. Gallagher
19 if I recall the reason I've set this matter for hearing was
20 that it did seem to me that the twelve thousand uh twelve
21 thousand four hundred twenty five dollars that was attorney
22 fees awarded to Mr. Burneson had not been paid and that there
23 was some document acknowledging that that amount needed to be
24 paid. Is that true?

25

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1 MR. GALLAGHER: No that is not true your honor. It is
2 true that it has not been paid. Uh that judgment by Judge
3 Stewart was entered some time ago. The if I can refer the
4 court to the JAG settlement memorandum.

5 THE COURT: Okay help me find it here. Here's
6 the mutual release is that what you're referring?

7 MR. GALLAGHER: yes let's look at the mutual release
8 that's.

9 THE COURT: Alright.

10 MR. GALLAGHER: That's another one. In paragraph
11 five and I'm quoting from my release. This release also
12 resolves and brings to an end all other damages past, present
13 or future whether known or unknown at this time with respect
14 to the parties disputes pertaining to the property. Said
15 damages include economic, non-economic, incidental and
16 consequential damages. Now that mutual release was signed
17 after the JAG memorandum was uh admitted or uh signed by uh

18 former Judge Howard Kirshbaum and uh that was uh the mediation
19 was on January twenty second and if the court will look at the
20 exhibit one of my uh motion, the JAG settlement memorandum.

21 THE COURT: Yeah.

22 MR. GALLAGHER: Paragraph three, this settlement
23 shall resolve all claims pled or unclaimed or unpled between
24 all main potential parties to litigation arising from the
25 contract entered into by the parties in November nineteen

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1 ninety three. So your honor I believe it, it's clear that the
2 mutual release and the uh.

3 THE COURT: I have one question. When did Judge
4 Stewart enter the attorney fee award? Was it prior to this
5 date?

6 MR. BURNESON: Yes.

7 THE COURT: Well then I think Mr. Burneson that
8 the attorney fee award was incorporated into the mutual
9 release and the mediation.

10 MR. BURNESON: I have proof it wasn't.

11 THE COURT: Alright. Do you have a document to
12 show me?

13 MR. BURNESON: Yes. And of course I have
14 (inaudible) four not six already.

15 THE COURT: Well let's just stick to the point
16 here and.

17 MR. BURNESON: I hope to. This is a letter
18 presented to me by Mr. uh Gallagher in an effort that I sign a

19 release and it's says I'll pay ya the twelve thousand four
20 hundred and seventy five dollars.

21 THE COURT: It does say that Mr. Gallagher.

22 MR. GALLAGHER: Your honor.

23 THE COURT: This is the acknowledgement of
24 satisfaction.

LEADING QUESTION BY JUDGE WHO ALREADY KNEW ABOUT THE LETTER
ADMITTING \$12,450 WAS STILL OWING. GALLAGHER ANSWER FOLLOWS THE
LEADING QUESTION BY JUDGE LEONARD-ANTRIM. ITS ALMOST LIKE READING A
PREPARED SCRIPT.

25 MR. GALLAGHER: Yes,

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1. THE COURT: It's not signed by anyone but I guess
2 that Mr. Burneson didn't sign it because he didn't receive the
3 twelve thousand four hundred.

4 MR. BURNESON: And I wanted eight percent interest
5 from the time it should have been paid.

6 THE COURT: Yeah well unless there was an order
7 for interest at that time there isn't going to be a
8 retroactive order for interest.

PREJUDGMENT BY JUDGE ANTRIM ON AN ISSUE NOT OPEN TO CONSIDERATION
OUT AT THIS POINT IN A TRIAL. SHE HAS MADE HER DECISION TO DENY
THIS MOTION BEFORE THE TRIAL GOT STARTED.

9 MR. GALLAGHER: Your honor this was done only for the
10 purpose of recording a this in the records of the clerk and
11 recorder to release a lien that was present after Mr. Burneson
12 had recorded the uh document. All this argument, all this
13 says is that for and consideration for the sum of the fifty
14 eight thousand that um the release that, for and consideration

15 of fifty eight thousand full satisfaction (inaudible) of which
16 is hereby acknowledged, a judgment for the twelve thousand
17 four hundred and twenty five dollars is hereby authorized. So
18 all this is doing is saying the fifty eight thousand dollars
19 authorized the release of that judgment. This is BS and no
judge but this one would agree that a court order by a District
7 Judge with no reference in any mediation could be denied by
holding a mediation and claim legal fees were included in a
settlement.

20 THE COURT: Um.

21 MR. BURNESON: I disagree your honor.

22 THE COURT: I, hang on let me read it again Mr.

23 Burneson. DEFENDANT CAN'T TALK BUT RETIRED DA CAN CONTINUE TO
TALK WHILE JUDGE READS ON.

24 MR. GALLAGHER: I don't believe that acknowledges at
25 all your honor that we still owe the twelve thousand. All
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1 it's saying as I read it and what was intended was that the
2 fifty eight thousand was to take care of all outstanding
3 amounts owed by anybody and that is consistent with the JAG
4 agreement and the mutual release.

5 MR. BURNESON: May I speak your honor?

6 THE COURT: Yes sir.

7 THE COURT: Fifty eight thousand. If you added

8 twelve thousand four twenty five, it would be seventy thousand
9 four twenty five and if that number was used in the settlement
10 agreement where then Mr. Gallagher would have been right. But
11 there's no need to discuss twelve thousand four twenty five
12 which was fixed by Judge Stewart as an amount. So we went

13 into negotiations and the only area was the security deposit
14 of fifty thousand and who much should be paid on interest and
15 expenses. Cost of the uh trial. And so we ended up with
16 fifty eight thousand dollars. Uh I never had any
17 understanding about the twelve thousand four hundred to be in
18 doubt or adjusted or changed. Now, if I signed that document
19 that day Mr. Gallagher would have given me a check for twelve
20 thousand four hundred and twenty five dollars. The only
21 reason I did not sign that and I got letters here saying I
22 needed eight percent interest on the time that it was not
23 paid. Now and I got in here Judge Stewart's order uh I don't
24 know how, judgment, let's see order and judgment of attorney
25 fees and it's December twenty second two thousand. Says uh I

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1 can't get my glasses on. Um, judgment uh here it is in the
2 amount to include attorney fees, twelve thousand four twenty
3 five as a joint and severable obligation of the defendant's.
4 And this is dated uh twenty second day of December two
5 thousand. Now in that settlement, JAG settlement it said in
6 the event that sums stated in there were not paid it would be
7 a penalty of seventy six thousand dollars. Now seventy six
8 thousand is more than the seventy thousand. My two plus two
9 equal four has attributed. Plus the fact the twelve thousand
10 four hundred and twenty five dollars ends in an odd number.
11 Four hundred and twenty five. Fifty eight thousand doesn't
12 end in an odd number. So if this legal fee had been included

13 you would see a number fifty eight thousand four hundred and
14 twenty five dollars. How's that. But it doesn't see. Mr.
15 Stewart bought this building from me at two hundred and fifty
16 thousand. Originally sold for four hundred and fifty
17 thousand. I need my legal fees and I believe I have been
18 penalized and damaged for not receiving eight percent interest
19 on top of that. That would be the total payment twenty one
20 thousand dollars. And that's was due to me and that's what
21 justice would require in my opinion. So the numbers don't
22 jive with Mr. Gallagher but I think they do with me and what
23 I've said. Would you like a copy of the judge's order here?

24 THE COURT: I'm looking for it in here.

25

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1 MR. BURNESON: Would you hand this. Could the
2 office hand this to you?

3 THE COURT: Sure. What's the date of it?
4 December twenty.

5 MR. BURNESON: It's uh December twenty second two
6 thousand.

THE FOLLOWING READING OF JUDGE STUART'S ORDER BY THE COURT IS
NEEDED BECAUSE THIS JUDGE NEVER READ THE FILE BEFORE THE COURT
HEARING SO SHE IS REALLY READING IT TO HERSELF TO CATCH UP ON WHAT
SHE SHOULD HAVE KNOWN BEFORE THIS HEARING WAS HELD.

7 THE COURT: Here's the order okay. On July
8 twenty sixth two thousand the court entered a judgment for
9 plaintiff7 which included attorney fees. The matter is now
10 before the court on pleadings to determine the amount of these
11 fees. After review of the briefs and without a hearing the

12 court awards attorney fees in the amount of twelve thousand
13 four hundred twenty five dollars. This case exists because of
14 the misrepresentations of the defendants. As such there is an
15 inclination to award to the plaintiff all of his attorney fees
16 whether reasonable or not. Unfortunately the task is not so
17 simply. When a court awards attorney fees the amount awarded
18 may only include reasonable and necessary fees. The court has
19 reviewed the time record provided, the pleadings filed, the
20 proceedings in the case, the trial held, the nature of the
21 claim, the re, represent statute and rule which set out
22 factors to consider in awarding attorney fees. That review
23 leads to the conclusion that the amount of almost forty one
24 thousand dollars of fees requested are unreasonable. This
25 matter is not difficult either legally or factually. The

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1 defendants statements at trial in another case, the ninety
2 five case, led to a judgment in which plaintiff which the
3 plaintiff wished to overturn. This case represented the
4 culmination of that effort to overturn the judgment. The key
5 fact in this case was the admission by the defendants that the
6 purchase price really was the amount which included a security
7 deposit and any statement on the contrary was not accurate.
8 The court does not doubt that the time represented for the
9 case was actually spent on the case however, the time spent
10 was excessive for the issues and nature of the case. The
11 matter had been tried before and transcripts were available to
12 of previous testimony. Depositions were taken in which the

13 defendants made key admissions and which were not lengthy.
14 Extensive motions were filed which when viewed against the
15 nature of the case were not necessary. Plaintiff is claiming
16 reimbursement for fifty four point six hours of activities
17 which were essentially trial preparation for a trial which
18 took less than one day and involved four witnesses. The case
19 involved a determination about a fifty thousand dollar portion
20 of a purchase price. Attorney fees of forty one thousand
21 dollars are excessive. The court determines that this case is
22 an appropriate one for the loadstar approach in which the
23 court determines a reasonable hourly rate and reasonable
24 number of hours and then the court cites a case for that uh
25 proposition. The court finds that the one hundred seventy

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1 five dollar per hour rate charged by plaintiff's counsel is a
2 reasonable hourly rate allowing for reasonable client
3 interviews and preparation of pleadings ten hours, discovery
4 ten hours, case management eight hours, other case review and
5 analysis fifteen hours, legal research eight hours, trial
6 preparation ten hours, and trial ten hours including the
7 court's ruling on the second day. The court finds that
8 seventy one hours were a reasonable amount of time for this
9 case. Seventy one hours times the hourly rate of one hundred
10 seventy five dollars is a total fee of twelve thousand four
11 hundred twenty five dollars. The judgment entered July twenty
12 sixth two thousand for the plaintiff's Jam, James Burneson and

13 against the defendant Raymond Stewart and Kay Stewart is
14 amended to include attorney fees of twelve thousand four
15 hundred twenty five dollars as a joint and several obligation
16 of defendants. Now, somebody tell me what the judgment
17 entered what the amount was of the judgment entered. Was it
18 fifty eight thousand dollars?

19 MR. GALLAGHER: There was not a judgment entered at
20 that point your honor that's where we went into mediation. At
21 mediation it was stipulated that the payment that, that my
22 clients would pay Mr. Burneson fifty eight thousand which was
23 done. That's where I come back to that third paragraph in the
24 JAG memorandum of settlement. This settlement shall resolve
25 all claims pled or unclaimed between all main potential

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1 parties to this litigation arising from that from the contract
2 entered into by the parties in nineteen ninety three. This
3 reflects very clearly that whatever that amount was JAG
4 memorandum agreement said we will accept x number of dollars.
5 That is further amplified by the mutual release which was
6 drawn by Mr. Hayes at that time Mr. Burneson's attorneys.
7 Paragraph five of that which we spoke to the court about a
8 minute ago, this release also resolves and brings to an end
9 all other damages past or present or future whether known or
10 unknown at this time with respect to the parties dispute
11 pertaining to the property. Said damages include economic,
12 non-economic, incidental, inconsequential damages.

LEGAL FEES ORDERED BY JUDGE STUART ARE NOT DAMAGES PAST OR PRESENT NOR ECONOMIC ,NON-ECONOMIC, INCIDENTAL, INCONSEQUENTIAL DAMAGES. LEGAL FEES EXIST BY COURT ORDER AND CAN'T BE DISMISSED BY SOME MEDIATION THAT EXISTS AT THE AGREEMENT OF BOTH PARTIES TO THE SUBJECT OF A \$50,000 AMOUNT THE COURT SUGGESTED BE MEDIATED. THAT'S WHAT THE TWO PARIES AGREED TO MEDIATE AND LEGAL FEES DIDN'T NEED ANY MEDIATION BECAUSE THEY WERE SETTLED BY THE COURT OREDER

13 THE COURT: Mr. Burneson.

14 MR. BURNESON: The entire subject of that uh
15 mediation was fifty eight thousand dollars. There was no
16 reference to it to the legal fees whatsoever since they were
17 already ordered. Nothing in that JAG mediation had to do with
18 any negotiations or mediation beyond fifty thousand cost and
19 interest. So when he says that this was signed it was with
20 the knowledge that we had accomplished a settlement on those
21 specific funds only. There was no incorporation of legal fees
22 whatsoever.

23 THE COURT: Mr. Burneson?

24 MR. BURNESON: Yes.

25

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1 THE COURT: Were you represented by counsel at
2 the mediation?

3 MR. BURNESON: Yes I was.

4 THE COURT: Uh Mr. Burneson uh I had a similar
5 issue come up the other day and uh at the time the mediation
6 was entered into and agreed to the amount of attorney fees was
7 set and acknowledged. The attorney fees uh would have been
8 contemplated by the parties. At the time this settlement was

9 reached.

10 MR. BURNESON: In this case they were not.

11 THE COURT: Well I have not documentation that

12 indicates to me that they were not. SO THE COURT HAS NO
DOCUMENTS INDICATING THE LEGAL FEES WERE NOT INCLUDED AND SO SHE IS
GOING TO ASSUME BECAUSE OF ANOTHER CASE SOMEWHERE SOMETIME IN THE
PAST BOTH PARTIES CONTEMPLATED LEGAL FEES THUS WE MUST ALSO HAVE
CONTEMPLATED LEGAL FEES. THIS IS NOT A JUDGE'S REASONING AS BEING
IMPARTIAL IT IS STRECHIING TO HELP A FELLOW LAWYER WHO GOOFED IN
HIS OWN LETTER OFFERING PAYMENT OF LEGAL FEES OF \$12,450. IF THE
DEFENDANT WOULD HAVE SIGN ACCEPTING THIS AMOUNT AT THAT TIME THERE
WOULD NOT HAVE BEEN A COURT HEARING.

13 MR. BURNESON: Okay.

14 THE COURT: And since the mediation was entered

15 into and the settlement was reached after the amount of

16 attorney fees was known and since the mediation stipulation

17 indicates that this is full and complete settlement of all

18 obligations between the two of you I will find at this time

19 the settlement includes the attorney fees amount sir that. I

20 know you think it does not.

21 MR. BURNESON: I object on the basis and the number

22 of fifty eight thousand should have four twenty five included

23 as the odd number. There was no odd number in that

24 negotiation whatsoever.

25

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THE FOLLOWING IS UNBELIEVABLE FOR A JUDGE TO CLAIM SHE SCREWED HER
OWN CLIENTS WHILE IN PRIVATE PRACTICE BY ROUNDING OFF SETTLEMENT
NUMBERS. FOR HER TO ADMIT THIS LIE TO SAVE GALLAGHER'S CASE IS
EMBARRASSING TO THE 18TH DISTRICT COURT OF ARAPAHOE COUNTY.
DISTRICT COURT IS OVER THIS WOMEN'S MENTAL ABILITIES. HOW SHE
FUNCTIONED AS A MAGISTRATE IS BEYOND ME.

1 THE COURT: Uh sir prior to the time I took this

2 bench and, and the six years before I was a magistrate, but
3 before that I was an attorney obviously and I practiced law.
4 And there were times when clients of mine entered into
5 negotiated settlements. And those settlements probably for
6 the ease of the attorneys were always even numbers. Leaving
7 out cents, leaving out hundred of dollars uh so that we came
8 to a uh resolution that was a nice round number for everyone
9 to identify. So I appreciate that I will never convince you
10 that you are not owed another twelve thousand dollars but at
11 this time I will find that there is no documentation uh
12 available to me to show that the parties did not contemplate
13 that the amount of attorney fees owed was a portion of the
14 settlement agreement. **THIS IS BACKWARD THINKING OFF BASE AND
NOT WITHIN ANY FORM OF CASE LAW TO ALLOW A MISCARRIAGE OF JUSTICE
TO HELP A FELLOW ATTORNEY SAVE HIS CLIENT \$21,000 IN LEGAL FEES
WITH INTEREST!!!! TRANSCRIPTS LIKE THIS MUST BE PUBLISHED ON THE
INTERNET AS SELF DEFENSE TO PROTECT THE PUBLIC. JUDGES HAVE TO
LEARN TRANSCRIPTS DON'T HIDE IN A FILE OR WAREHOUSE OF RECORDS.
They will get published for the public to read what goes on in a
court for the benefit of lawyers one in a robe and nothing for the
defendant.**

15 MR. BURNESON: I, I, may I say your honor I object
16 to this on the basis that had my attorney lived, I would have
17 had a witness at this event. And that's a problem that I am
18 being damaged and I it's a.

19 THE COURT: I appreciate that you disagree. This
20 will be a final judgment. Mr. Gallagher please prepare a
21 written form of the order and uh present it to me and to Mr.
22 Burneson. I will uh I will sign the proposed form of order
23 within fifteen days of having received it. Mr. Burneson I

24 realize that you will never agree with this uh but you need to
25 see a form of the order before I enter it sir.

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1 MR. GALLAGHER: Your honor if I might ask, Mr.

2 Burneson uh what address should I send the um order to?

3 MR. BURNESON: Uh twelve six (inaudible) on E. Bates
4 Circle.

5 MR. GALLAGHER: Alright.

6 MR. BURNESON: I would like to interject my uh
7 current reason that of my attire. Uh I was found by Judge
8 Ettenberg of Denver that I was guilty of uh violating a
9 permanent protection order by calling the president of my HOA
10 a tort twister. President of my HOA's lawyer and that's why I
11 got sixty days. In violation of my freedom of speech under
12 the New York Times versus Sullivan that I have the right to
13 criticize my government and court and that was not acknowledge
14 by Judge White nor Judge (inaudible). So I got sixty days for
15 calling him a tort twister. This will make national news.

16 THE COURT: Alright Mr. Burneson uh good luck to
17 you sir.

18 MR. BURNESON: Thank you.

19 MR. GALLAGHER: Thank you your honor.

20

21 After Mr. Gallagher files his answer brief with the Colorado
Appellant Court I will publish my Opening Brief and his Reply
for those who are interested. If anyone has a similar experience
with Judge Leonard-Antrim court actions let me know. If any one
has a transcript like this one there are ways to put it on the
internet to warn the public about Judge Antrim District Court

Arapahoe County.

22 PERJURY IS NOT ENFORCED IN OUR CIVIL COURTS SYSTEM. A CIVIL JUDGE CAN NOT RULE ON A FELONY AND PERJURY IS A FELONY. RETIRED DISTRICT ATTORNEY GALLAGHER IN 28 YEARS NEVER PROSECUTED A PERJURY CASE. Mr. Gallagher and his client Ray and Kay Stewarts committed perjury while in three different court cases in District Court and that's why Judge Stuart awarded Defendant the rights to mediation on \$50,000 security deposit they claimed was never owed.

23

24 IN THE FUTURE TRANSCRIPTS DON'T DIE IN A FILE THEY GET PUBLISHED TO PROTECT THE PUBLIC. JUDGES HAVE TO LEARN HOW PUBLIC THEIR ACTIONS ARE IN COURT.

25

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CERTIFICATE

I, Carol A. Pedigo, certify that I transcribed this record from the tape recording of the above-entitled matter, which was heard on September 7, 2006, before Judge Antrim in Division 206 of the Arapahoe County District Court.

I further certify that the aforementioned transcript is a complete and accurate transcript of the proceedings based upon the audio facilities of these tapes and my ability to understand them. Inaudibles are due to microphones not working properly, excessive noises or muffled voices.

Signed this 20th day of October, 2006, in Centennial, Colorado.



Carol A. Pedigo