

**ELEVENTH JUDICIAL DISTRICT  
COUNTY OF SAN JUAN  
STATE OF NEW MEXICO**

FILED  
DISTRICT COURT  
SAN JUAN COUNTY  
111

2007 FEB 16 P 1:06

**TOTAH CREDIT UNION,**

**Plaintiff,**

v.

**Case No. 04-386-3**

**KENNETH AND LYNETTE GOMEZ,**

**Defendants.**

**MOTION FOR DECLARATORY JUDGMENT**

**COME NOW** Kenneth and Lynette Gomez, the defendants, (1) under substantive right addressed in § 38-1-1 NMSA; (2) derived under power of Article II, § 12, Const. N.M.; and (3) submitted pursuant to NMRA 1-057A<sup>1</sup>; the Gomezes state as grounds therefore and in support thereof the following:

1. At all times relevant, the Gomezes have been denied a constitutionally and statutorily competent court of law in that persons sitting and posing as judges of the Court in four separate civil causes that have been imposed upon them under conditions of involuntary servitude without recourse by being arrested, incarcerated, kidnapped, and held in contempt of the Court which gave effect to a criminal conspiracy for performing their civic duty exposing the criminal lawlessness being imposed upon them. See proceedings for the series of conspiracies in the four causes: (1) in the instant

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<sup>1</sup> 1-057. Declaratory judgments. A. Procedure. The procedure for obtaining a declaratory judgment shall be in accordance with these rules, and the right to trial by jury may be demanded under the circumstances and in the manner provided in Rules 1-038 and 1-039. The existence of another adequate remedy does not preclude a judgment for declaratory relief in cases where it is appropriate. The court may order a speedy hearing of an action for a declaratory judgment and may advance it on the calendar.

EXHIBIT  
    C

case for involuntary servitude, false arrest, false incarceration, kidnapping, being held in contempt of court, and failure of the attorneys to verify that the person sitting as judge in the case were qualified to sit; (2) in Moeller v. Gomez, CV 06-779-2 for involuntary servitude, for subordinating them to their opponent without regard to fairness and objectivity, and failure of the attorneys to verify that the person sitting as judge in the case were qualified to sit (3) MBNA America Bank, N.A. v. Gomez, CV-06-566-3 for involuntary servitude, and failure of the attorneys to verify that the person sitting as judge in the case were qualified to sit; and (4) Gomez v N.M., Case No. 30,167, N.M. Supreme Court for deceptively changing the case caption to hide the criminal conspiracy of denying the power of both constitutions and laws of New Mexico; see Article VI Clause 3, Const. U.S. requiring all state judges be "bound by oath"; see Article XIX §4, Article XX § 1, Article XXI § 10, and Article XXII § 19 the validity of surety bond laws as a condition for statehood, for the oath required, for the irrevocability of state laws related to being bound with personal surety bonds or like instruments to obey the duties of the oath required, and the requirement to give personal bond as addressed in Bd. of Com'rs Guadalupe County v. Fourth Judicial District Court, 29 N.M. 244 at 252, respectively.

2. Every time the personal surety bond instrument requirement was briefed in writing by the Gomezes, the person assigned posing as lawful judge deceptively referred to state self-insured liability bonds which had no relationship whatsoever to the faithful and diligent performance to the

obligations contained in the required oath to support the both constitutions and the laws of the State of New Mexico. Liability coverage is for misfeasance, malfeasance or nonfeasance in office after one has qualified for office, not for personal surety bond coverage. One never qualifies for office until a personal surety bond or its equivalent instrument is recorded with the New Mexico Secretary of State and with a verified copy of the oath taken binding them to faithful duties of the required oath. See §§ 10-2-1 to 12 NMSA.

3. No judge of the Eleventh Judicial District Court has fulfilled the requirements and thus been qualified to be judges for being bound by oath to faithfully and diligently perform the duties obliged by the oath as required by said Article VI clause 3, Const. U.S and Article XX, § 1, Const. N.M.
4. No order issued by the Court to the Gomezes, not otherwise being a competent court of law for lack of qualified judges has any validity. See constitutional powers and statutory authority contained in ¶¶ 1 and 2 above.
5. Each attorney representing the plaintiffs listed Moeller, Totah Credit Union, and MBNA America Bank, N.A. has joined with persons posing as lawful judges or justices in Gomez and the plaintiffs in a § 30-28-2 NMSA criminal conspiracy as: (1) racketeers pursuant to § 30-42-2 and 3 NMSA without recourse or remedies for the Gomezes in that there is no lawful state attorney general or judicial district attorney, (2) § 30-28-2 NMSA co-conspirators forcing the Gomezes into subordinating themselves to unlawful demands of persons posing as lawful judges; (3) § 30-23-2 NMSA acquiring

public money for services not rendered as judges or justices forcing the Gomezes to subordinate themselves to such wayward services, (4) § 30-4-1 NMSA kidnapping by holding the Gomezes to illicit services against their will, and (5) § 30-16-6 NMSA fraud in excess of \$2500 by imposing attorney fees, court costs, collection fees, 14 per cent interest rate on unpaid assessments upon them all of which were imposed using court power and authority while the Gomezes were without recourse to remedies and after having exposed to the co-conspirators the reach of the criminal activities being imposed upon them.

6. NMRA 1-060(b)(6) authorizes the Gomezes to file an independent cause of action for fraud put upon the Court or for redress within the Court when competency has been achieved for conspiring criminally as above to deceive the Court for benefits which in-turn harmed the Gomezes. There being no lawful court of law anywhere with the State of New Mexico for such cause of action, and only the method employed herein that can be exercised to preserve the criminal course of conduct imposed upon them for their use when the Court can become competent with judges lawfully qualified for their office by being bound with some surety instrument guaranteeing the faithful and diligent performance of duties contained in their oath of office which is then placed on file in the Office of the New Mexico Secretary of State.
7. Attached hereto is a personal \$ 20,000 Surety Bond instrument Number 18171225 entitled: "Official Bond and Oath" issued by Western Surety

Company, as No. 047291, and acquired by Lawrence Romero, Valencia County Sheriff dated January 1, 1987 after he was elected to office in November 1986 but before he was eligible to enter office as sheriff which was certified as a true copy February 2, 2007 and as being a lawfully completed surety bond as addressed in Bd. of Com'rs Guadalupe County on file in the Office of the Valencia County Clerk in Book 025, Page 342 and which was approved by the Thirteenth Judicial District Court Judge. See Attachment "1", included as an example of a valid surety instrument for all to view so there can be no mistake as to what the Gomez defendants have referred.

Wherefore, the Defendants Gomez pray for a competent court of law to declare that the judges during all times relevant, the attorneys participating in the above cited cases, and those court and sheriff personnel actively giving effect to the frauds put upon the Court jointly and severally conspired to acquire Court decisions against them which inflicted pain and suffering on them without recourse and held them to conditions of involuntary servitude by denying them the power of their substantive rights contained in both constitutions and the authority of laws enacted thereby to give those rights effect. See ¶ 1 above.

Further, the total amount in controversy involved in the conspiracies is as follows:

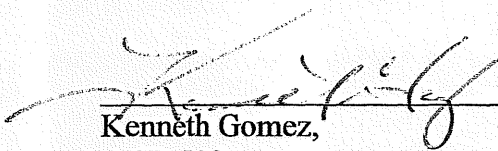
1. Totah Credit Union: .....	\$ 11,402.43
2. MBNA America Bank, N.A. ....	<u>36,000.00</u>
Grand Total Amount in Controversy .....	\$ 47,402.43

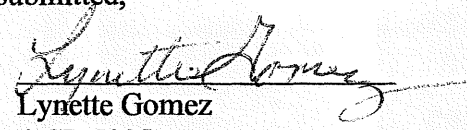
**Still Further**, the Gomez defendants pray that each of the two attorneys participating in the conspiracies be assessed three times the total amount in controversy for each of the criminal acts, omissions, perjury of their oaths as attorneys, and denying the power of the constitutions and relevant laws giving those powers effect – a total of 84 distinct events inflicted upon them - by and through the frauds put upon the honorable courts for their course of conduct pursuant to § 36-2-17<sup>2</sup>.

**Still further**, those persons posing as judges be assessed the full value of the required bonds payable to the New Mexico State Treasurer and the amount in controversy for each of 23 events causing pain and suffering on the Gomez defendants.

**Finally**, the Gomez defendants notify the Court they shall institute impeachment proceedings during times relevant against each person posing as a judge in the New Mexico cases cited above with the United States House of Representatives Committee on the Judiciary, United States Congress, there being no procedure or lawful opportunity open to them within the State of New Mexico for such purposes.

Respectfully submitted,

  
Kenneth Gomez,  
4 CR 5095  
Bloomfield, N.M. 87413

  
Lynette Gomez  
4 CR 5095  
Bloomfield, N.M. 87413

<sup>2</sup> 36-2-17. [Deceit or collusion; damages; disbarment.] (1909) If an attorney is guilty of deceit or collusion or consents thereto with intent to deceive the court, judge or party, he shall forfeit to the injured party, treble damages to be recovered in a civil action, and may, if in the opinion of the board of bar examiners such conduct warrants it, be disbarred.

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the Motion for Declaratory Judgment was either hand-carried or sent by first class U.S. Mail, postage prepaid, this 16<sup>th</sup> day, February, 2007 to the following:

F. D. Moeller, 424 West Broadway, Farmington, NM 87401  
Dathan L. Weems, PO Box 40177, Albuquerque, NM 87196-0177  
Clerk, Supreme Court of New Mexico, PO Box 848 Santa Fe, NM 87504-0848  
Clerk, Eleventh Judicial District, San Juan County, hand-carried  
Clerk, Eleventh Judicial District, McKinley County, 207 West Hill St. Room 200,  
Gallup, NM 87301

  
Lynette Gomez

New Mexico

047291

# WESTERN SURETY COMPANY

One of America's Surety Companies

CHICAGO, ILL. U.S.A.  
PALO ALTO, CALIF. U.S.A.

## OFFICIAL BOND AND OATH

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 18171225

That we, Lawrence Romero, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of New Mexico, as Surety, are held and firmly bound unto the State of New Mexico, in the penal sum of

Twenty Thousand and no/100 (\$ 20,000.00 ) DOLLARS,

lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was on the 3rd day of November, 1986, duly  elected  appointed to the office of Sheriff, of County of Valencia

State of New Mexico, for a term commencing on the 1st day of January 1987, and terminating on the 31st day of December, 1988, or when his successor is duly elected or appointed and qualified:

Dated this 15th day of December, 1986.

NOW THEREFORE, if the above bounden Principal shall from the 1st day of January, 1987, well and faithfully perform all his duties as such officer during his term of office, and until his successor is elected or appointed and qualified, and shall exercise all possible diligence and care in the collection of all money which it is his duty by law to collect, and shall render true accounts of his office and his doings therein as required by law, and pay over all money that may come into his hands by virtue of his said office to the officers and persons authorized by law to receive the same, and carefully keep and preserve all books and papers and other property appertaining to his office, and deliver same to his successor in office when duly qualified, then this obligation to be void, otherwise to remain in full force and effect.

Provided, however, that the Surety shall have the right to terminate its Suretyship under this obligation by serving notice of its election so to do upon the officer or officers whose duty it is to approve this bond, thirty days prior to the date of such termination of Suretyship, and thereafter the said Surety shall be discharged from any liability hereunder for any default of the Principal occurring after such termination of liability.

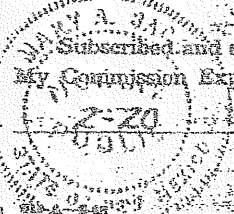
Countersigned  
By Ronald M. Lohd  
New Mexico Resident Agent

[Signature] Principal  
WESTERN SURETY COMPANY  
J. PARKER Asst. Secretary

### OATH OF OFFICE

I, the undersigned, do solemnly swear that I will support the Constitution of the United States, and the Constitution and the laws of the State of New Mexico and that I will faithfully and impartially discharge all duties of the office of County Sheriff so help me God. I further swear that I am not the holder of any money due the State of New Mexico, or any County thereof that is not accounted for.

Subscribed and sworn to before me this 1st day of January, 1987  
My Commission Expires



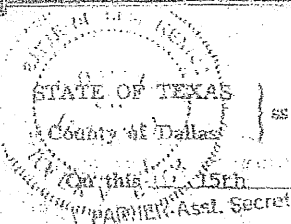
Mary D. Baca  
Notary Public

Attachment  
"1"

BOOK 085 PAGE 341



ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)



On this 15th day of December, 1986, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the aforesaid officer of the Western Surety Company, a corporation, and that the seal affixed to said obligation is the corporate seal of said corporation, and that said obligation was signed and sealed in behalf of said corporation by authority of its board of directors, and said officer acknowledged said instrument to be the free act of said corporation.

In witness whereof, I have hereunto set my hand and official seal.

My Commission Expires  
May 21, 1988

*J. McLean*  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF NEW MEXICO  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that he executed the same as his free act and deed.

My Commission Expires  
19\_\_\_\_

Notary Public

STATE OF NEW MEXICO  
COUNTY OF VALENCIA  
FILED FOR RECORD  
BK 065 PG 342 of 2

The foregoing instrument is a correct copy  
of the original on file in this office.

JAN 5 1987 at 9:50 AM

JOAN M. ARTIAGA, County Clerk

*Joan M. Artiaga*  
County Clerk and Clerk of the Probate Court  
in and for the County of Valencia, State of  
New Mexico

Rec. # 1126 Amt. \$ N/A  
Pd by Valencia Deputy  
*County*

BOOK 065 PAGE 342

WESTERN SURETY COMPANY  
One of America's Largest  
and Oldest Insurance Companies  
FAC 100-100-1000000000

OFFICIAL BOND  
AND OATH

ON BEHALF OF  
AS  
OF  
State of New Mexico

Filed this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_

The within bond is approved this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

*[Signature]*  
Official Capacity  
Official Capacity