

FILE
DISTRICT COURT
SAN JUAN COUNTY,
NM

JUN 28 11 31 AM '06

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

Case No. 04-386-3

TOTAH CREDIT UNION,

Plaintiff,

v.

KENNETH AND LYNETTE GOMEZ,

Defendants.

VERIFIED COMPLAINT FOR INJURIES AND DAMAGES

COME NOW Kenneth and Lynette Gomez, husband and wife, defendants to state for their complaint the following:

COMPLAINT

1. At no time during this cause has the Court, or any other court of law within the State of New Mexico been or could become competent to hear and determine the instant cause: (a) for lack of any judicial officers lawfully holding public office statewide by their deliberate denial of the power contained in Section 26, Article IV, Section 4, Article XIX, Section 10, Article XXI, and Section 19, Article XXII, Constitution of New Mexico;(b) for deliberate practices defying the authority of NMSA §§ 10-2-5, 6, 7, and 9 relative to surety bond requirements; and for deliberate practices defying the authority of NMSA 38-1-1 relative to the substantive rights of the Defendants Kenneth and Lynette Gomez as litigants; (c) for which there are remedies available to them under the authority of 42 U.S.C. § 1983 when the Court becomes competent. *This cause is not to be heard or acted upon until the Court becomes competent.*

EXHIBIT
 B

JURISDICTION

2. This honorable Court has jurisdiction over the parties, the plaintiff's representatives in this cause during times relative, and control within the venue for the matters complained of herein.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

3. Defendants Gomez allege and incorporate herein by reference ¶¶ 1 and 2 above.

4. No court of law within the State of New Mexico is competent to hear and determine any cause, civil or criminal, (*Bd of Comm'rs of Guadalupe County v. District Court of Fourth Judicial District*, 29N.M. 244 (S.Ct. 1924):

a. for failure of those persons elected or appointed to be judicial officers therein to acquire valid and approved surety bonds coverage through an authorized insurance company prior to taking the oath of office required by Section 1, Article XX, Constitution of New Mexico, and therefore their offices were vacant and their acts were void, (*Prieto Bail Bonds v. State*, 994 S.W.2d 316, at fn [33], (1999.TX.43751));

b. for lack of jurisdiction thereby to issue any writs, including *habeas corpus*, essential to serve the interests of justice;

c. for failure of the person specifically assigned as public officer in the instant case:(1) to acquire surety bond coverage for the faithful and diligent performance of the duties required of the oath established by Section 1, Article XX, Constitution of New Mexico; (2) to satisfy the irrevocable requirement of NMSA § 10-2-9, (Articles XIX, XXI, AND XXII, Constitution of New Mexico); or (3) to timely file and record any oath of office valid during any period of time relevant to the instant case;

d. for permitting persons to represent the Plaintiff on two occasions: (1) who both had a constitutional duty under power of Section 4, Article XIX, Section 10, Article XXI, Section 19, Article XXII, said constitution to verify that the person sitting as judge in the instant case lawfully held that position for the Court to be competent; (2) who in the current matter entered the cause while an accessory after-the-fact in a murder for acquiring juror status without professing to the open court he knew the defendant on trial for murder but knowing the defendant on trial was a former client in a divorce case for shooting at her former husband and missing, but shooting at her latter husband and not missing: (i) when the deceased was insured at the times relevant for a large sum of money, (ii) while as a juror he voted for her acquittal, (iii) while the judge assigned the murder trial had no surety bond coverage for the faithful and diligent performance of duties prescribed by the oath required by Section 1, Article XX, said constitution, and (iv) while the imposter judge had no current oath of office on file and recorded during times relevant to the murder trial.

e. for having Defendant Kenneth Gomez unlawfully arrested and incarcerated in the San Juan County Detention Center for 11 days and nights by exercising the authority of a person holding the Office as San Juan County Sheriff who had falsified his Declaration of Candidacy in the June 6, 2006 Primary Election to be reelected sheriff because Defendant Gomez revealed the foregoing in the record proper and orally on June 9, 2006 to the honorable Court.

4. Defendants Gomez are entitled to compensation for their injury and suffering for having to submit to conditions of involuntary servitude denying them the power of the Constitution for the United States of America and the power and authority of the Constitution and laws of the State of New Mexico while being held accountable under the law by those who make a mockery of the constitutions and law they supposedly are sworn to support but are not being held accountable.

SECOND CAUSE OF ACTION

5. Defendants Gomez allege and incorporate herein by reference ¶¶ 1, 2, 3 and 4 above.

6. Defendant Gomez was ordered by Mr. F. Doug. Moeller, the current representative for Plaintiff Totah Credit Union and subordinated thereby for his desires and against Defendants Gomez's free will to appear in his office at 425 W. Broadway, Farmington, New Mexico under the following conditions of involuntary servitude prohibited by 42 U.S.C. § 1994:

a. The subpoena was not on the Supreme Court approved form;

b. The Supreme Court approved form can be signed without prior approval of any court elected or appointed public officer by those authorized to practice law who previously denied the power of Section 26, article IV, Constitution of New Mexico and simultaneously defied the authority of NMSA § 38-1-1 in order to acquire authority to practice law for profit under court rule conditions which prohibit that authority to private citizens who represent themselves in their courts at all times relevant and in direct violation of NMSA 38-1-1.

c. The Court held Defendant Gomez, a private citizen possessing sovereignty in the form of a vote to those conditions of involuntary servitude in support of Plaintiff Totah Credit Union, a private organization *not able* to cast a vote in the polling booths on state and national election days:

(1) when it refused under authority of NMSA § 36-2-12¹ to require the person claiming to represent the Plaintiff to give an oath that he did, in fact, represent the Plaintiff;

¹ 36-2-12. [Proof of authority; stay of proceedings.] (1909) : The court may, on motion of either party and on showing of reasonable grounds thereof, require the attorney for the adverse party or for any one of the several adverse parties to produce or prove by his oath or otherwise the authority under which he appears and until he does so, may stay all proceedings by him on behalf of the parties for whom he assumes to appear.

(2) when the method of changing attorneys pursuant to NMSA § 36-2-14² were ignored;

(3) when the Court by holding Defendant s Gomez to conditions of involuntary servitude assisted the person claiming to represent Plaintiff Totah Credit Union in defiance of NMSA § 36-2-16³ in a breach of confidence to knowingly jeopardize said Plaintiff , in favor of Defendants Gomez, while an accessory after-the-fact in murder, a matter contained in the record proper;

(4) when the person claiming to represent Plaintiff Totah Credit Union engaged in a practice to deceive the Court openly opposing NMSA § 36-2-17⁴ by interfering with the judicial machinery of the Court in that he put a fraud upon the Court by appearing in person while an accessory after-the-fact- to a murder and while the murder trial was still on-going for not having been heard by a competent court, (*Bulloch v. USA*, 763 F.2d 1115 at 1121 (CA10 1985)); and

(5) when the person claiming to represent Plaintiff Totah Credit Union willfully disobeyed

² 36-2-14. [Method for changing attorney; notice.] (1909): The attorney in any action or proceeding may be changed at any time before judgment or after final determination, as follows:

- A. upon his own consent filed with the clerk or entered upon the minutes;
 - B. upon the order of the court or the judge thereof, upon application of the client after notice to the attorney.
- And when such change is made as provided in this section written notice of the change and of the substitution of a new attorney must be given to the adverse party; until such notice he must recognize the former attorney.

³ 36-2-16. [Breach of confidence; deserting or jeopardizing client; penalty.]: Any attorney or attorneys, counselor or counselors, defender or defenders whatever, in the courts of this state, who maliciously reveal the secrets of their client to the opposite party, or who, being charged with the defense of one party, and having informed himself of his cause and means of defense, shall desert him and defend the other, or who in any way whatever shall knowingly jeopardize his client in order to favor the opponent or derive some personal profit, or because greater fees have been proffered him after having been retained by his client, upon conviction of such an offense before any court whatsoever of this state, justice of the peace [magistrate court], probate judge or district court, shall be fined in a sum double the amount he may have received for the defense of the cause, and all fines that may result shall accrue one-half to the funds of the counties and the other half to the funds of the state; and upon conviction, he shall be deprived of the exercise of such office of attorney, counselor or defender.

⁴ 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.

NMSA §§ 36-2-12, 14, 16, and 17 all of which were contrary to § 36-2-18B, C, and F⁵ and NMSA § 38-1-1⁶.

7. Defendants Gomez are entitled to compensation for their injury and suffering for having to submit to conditions of involuntary servitude denying them the power of the Constitution for the United States of America and the power and authority of the Constitution and laws of the State of New Mexico while being held accountable under the law by those who make a mockery of the constitutions and law they supposedly are sworn to support but are not being held accountable.

THIRD CAUSE OF ACTION

8. Defendants Gomez allege and incorporate herein by reference ¶¶ 1, 2, 3, 4, 5, 6, and 7 above.

9. The defendant s Gomez have been held against their free will to conditions of involuntary servitude by a defective New Mexico Government which cannot show any elected or appointed public officer lawfully holds public office for failure to acquire a surety bond in their individual names for the faithful performance of the duties established by the oath of office contained in Section 1, Article XX, Constitution of New Mexico, and by a defective Board of San Juan County Commissioners which cannot show any of its members acquired a valid surety bond in their individual name payable to San Juan County before they took the oath of office, and by the authority

⁵ 36-2-18. [Grounds for disbarment and suspension by supreme court.] (1909): B. wilful disobedience or violation of an order of the court requiring him to do or forbear an act connected with or in the course of his profession and any violation of the oath taken by him or of his duty as such attorney as before provided in this chapter; C. corruptly or wilfully and without authority appearing as attorney for a party to an action or proceeding; F. for any other act to which such a consequence is by law attached.

⁶ 38-1-1. Rules of pleading, practice and procedure. (1966): A. The supreme court of New Mexico shall, by rules promulgated by it from time to time, regulate pleading, practice and procedure in judicial proceedings in all courts of New Mexico for the purpose of simplifying and promoting the speedy determination of litigation upon its merits. Such rules shall not abridge, enlarge or modify the substantive rights of any litigant.

of a sheriff who was able to deceive the San Juan County Clerk in order to have his name placed on the June 6, 2006 Primary Election Ballot when he did not acquire a surety bond in his name payable to San Juan County before he took the oath of office to perfect title to the Office of San Juan County Sheriff. *Br. Comm'rs Guadalupe of Guadalupe County.*

10 The foregoing defects were used to hold the Defendants Gomez to conditions of involuntary servitude in direct support of a person who, during all times relevant, was a party after-the-fact in a San Juan County murder aided and abetted by a person who never acquired an approved surety bond before taking an oath of office which itself was not valid or filed and recorded in the vacant Office of the Secretary of State.

11. Defendant Kenneth Gomez was arrested, and incarcerated for 11 days in the San Juan County Detention Center under the foregoing defects.

12. Defendants Gomez are entitled to compensation for their injury and suffering for having to submit to conditions of involuntary servitude denying them the power of the Constitution for the United States of America and the power and authority of the Constitution and laws of the State of New Mexico while being held accountable under the law by those who make a mockery of the constitutions and law they supposedly are sworn to support, but are not being held accountable to the duties of that oath.

RELIEF DEMANDED

The Defendants Gomez are entitled to compensation under authority of 42 U.S.C. § 1983 for denying them the power of the Constitution of the United States of America and the Constitution of the State of New Mexico and for depriving them of the authority of 42 U.S.C. § 1994 and NMSA §§ 10-2-5, 6, 7, and 9, and NMSA § 38-1-1 as follows:

1. One hundred thousand dollars in cash for each defect which held them to conditions of involuntary servitude and thereby denying them the power of both constitutions and depriving them of their civil rights..

2. Five hundred thousand dollars for the actions of each person posing as a state public officer who was responsible for them being held to conditions of involuntary servitude, however slight that may have been, and thereby denying them the power of both constitutions and depriving them of their civil rights.

3. Three hundred thousand dollars in cash for each defect of persons posing as county officials responsible for holding the Defendants Gomez to conditions of involuntary servitude, however slight that may have been, and thereby denying them the power of both constitutions and depriving them of their civil rights.

4. One million dollars in cash for supporting a person authorized to practice law in an honorable court of law who was at all times relevant and remains to this date an accessory after-the-fact in a San Juan County murder, and who was responsible for having them held to conditions of involuntary servitude and thereby denying them the power of both constitutions and depriving them of their civil rights.

5. One hundred thousand dollars in cash for allowing a person to pose as a Clerk of the Eleventh Judicial District Court who did not acquire a surety bond for the faithful performance of the duties prescribed by the oath required under Section 1, Article XX, Constitution for New Mexico and after exercising the authority of that office deprived the Defendants Gomez of their civil rights..

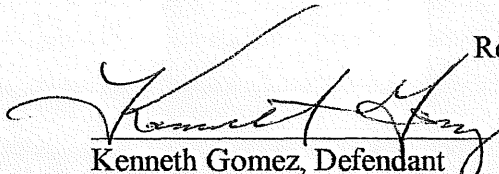
6. One million dollars in cash for allowing a person claiming to be San Juan County Sheriff to deceive the electorate of San Juan County in order to have his name placed on the June 6, 2006

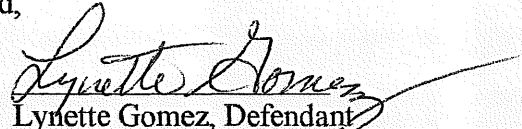
Primary Election Ballot, and who while benefitting from that deception exercised the authority of San Juan County Sheriff to arrest and incarcerate Defendant Gomez for 11 days violating his civil rights.

7. One hundred thousand dollars from Plaintiff Totah Credit Union for engaging F. Douglas Moeller to represent them and thereby deny the Defendants Gomez of their constitutional rights and deprive them of their statutory civil rights.

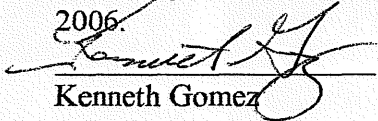
8. One hundred thousand dollars cash for actions taken by the Court Clerk while not covered by surety bond before taking the oath to perfect title to that office.

Respectfully submitted,


Kenneth Gomez, Defendant
4 CR 5095
Bloomfield, New Mexico 87413
(505)632-3668


Lynette Gomez, Defendant
4 CR 5095
Bloomfield, New Mexico 87413
(505)632-3668


I certify that a true and correct copy of the Complaint for Injuries and Damages was sent first class, certified mail return receipt requested, by U.S. Mail to F. Douglas Moeller, 424 West Broadway, Post Office Box 15249, Farmington, New Mexico 87499-8249 this 28th day of June, 2006.


Kenneth Gomez

VERIFICATION

SUBSCRIBED AND SWORN TO before me by Kenneth Gomez and Lynette Gomez, CR5095, Bloomfield, New Mexico this 28 day of June, 2006.

My Commission expires: 2/12/2010
DATE


NOTARY PUBLIC

