

**To: The New Mexico Supreme Court-all officers of the court  
No S-1-SC-37539**

**The New Mexico Court of Appeal-all officers  
Docket No. A-1-CA 35405**

**STATE OF NEW MEXICO, COUNTY OF SANTA FE FIRST JUDICIAL DISTRICT COURT  
Francis Mathew, Raymond Ortiz  
No. D – CV-2013-00911**

**Notice to Agent is Notice to Principal. Notice to Principal is Notice to Agent.**

**"BILL OF COMPLAINT" For BREACH OF PUBLIC TRUST  
WRIT OF MANDAMUS  
APPLICATION FOR A FEDERAL GRAND JURY**

**Over view of offense:** relates to **breach of public trust** and is found in Part IV of the Criminal Code concerning "Offenses Against the Administration of Law and Justice." Also, this is a Breach of trust by public officer criminal code 122. "Every official who, in connection with the duties of his office, commits fraud or a breach of trust is guilty of an indictable offense and liable to imprisonment for a term not exceeding five years, whether or not the fraud or breach of trust would be an offense if it were committed in relation to a private person." R.S., c. C-34, s.111.

[http://criminalnotebook.ca/index.php/Breach\\_of\\_Public\\_Trust\\_\(Offence\)](http://criminalnotebook.ca/index.php/Breach_of_Public_Trust_(Offence))

**RE: CRIMINAL ACTIVITY IN THE STATE OF NEW MEXICO** New Mexico residents are under duress without Remedy within the State. This is a Declaration and application to appear before a sitting Grand Jury as a Federal witness to an active insurrection composed of appointed and elected persons unlawfully holding public office in the State of New Mexico.

This Bill of Complaint is filed with the New Mexico Attorney General, the United States Attorney General, the New York Prosecuting Attorney, THE NEW YORK BANKRUPTCY COURT and numerous other agencies. We the People will learn by PUBLIC NOTICE HOW CORRUPT THESE AGENCIES ARE by HOW THE CRIMINAL ACTIVITY OF JPMORGAN CHASE BANK NA, THE ATTORNEYS AND JUDGES AS PRINCIPALS IN THESE CRIMES are prosecuted.

**Racketeering Influence Corrupt Organizations (RICO)**

This is a complex civil action for RICO remedies authorized by the federal statutes 18 U.S.C. 1961 et seq.; for declaratory and injunctive relief; for actual, consequential and exemplary damages; and for all other relief granted by the Grand Jury, Prosecuting Attorney/Attorney Generals deem just and proper and under all circumstances which have occasioned this Initial Criminal Report. See 18 U.S.C. §§ 1964 (a) and (c) ("Civil RICO"). Under RICO, a person who has committed "at least two acts of racketeering activity" drawn from a list of 35 crimes—27 federal crimes and 8 state crimes—within a 10-year period can be charged with racketeering. This is a formal notice to the courts who have had ample time to correct this criminal injustice not only perpetrated against Ann Galloway but victimized "We the People across America.

JPMorgan Chase Bank National Association (JPM) has a long history of fraudulently creating documents while making false claims. Judges/ attorneys in New Mexico have a long history of not following the law. Affiant has been a victim of rulings in favor of the courts corporate counterparts - the banks, insurance companies etc. Numerous judges, not only in New Mexico but across America have racketeered and colluded with the banks to steal from We the people... if such acts are related in one of four specified ways to an "enterprise", those found guilty of racketeering can be fined up to \$25,000 and sentenced to 20 years in prison per racketeering count. [18 U.S. Code CHAPTER 96— RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS] Additionally, the racketeers must forfeit all ill-gotten gains and interest in any business gained through a pattern of "racketeering activity." Fraud is part of the RICO violations with a Five Million Dollars fine and life in prison.

## **GOVERNMENT DENIED THE AUTHORITY OF CONGRESS**

While denying the authority of the Congress of the United States contained in 36 stat. 557 regarding irrevocable ordinances...Article XXII section 19 Constitution of the Republic State of New Mexico and state statutes Section 10-2-5, 6, 7, and 9 NMSA 1978; are also being denied. Additionally, the power of the 5<sup>th</sup> amendment of the Constitution of the United States of America. This denial New Mexico law is holding, not only this living woman, Ann Marie Galloway to a system of peonage, many Americans throughout this country are also being denied the 4<sup>th</sup> and 6<sup>th</sup> Amendments and most importantly, Due Process, which is cumulatively in violation of the separation of powers doctrine; while Officers of the court blatantly traffic in false witness and fail to carry surety bonds no accountability is made to their oath of office. These same criminal perpetrators have failed to follow the law and fail to register with the Foreign Agent Registration Act (FARA). The government and banks have perpetrated fraud, misrepresentation, and forgery against We the People. These violations are without recourse for the people of New Mexico in a court of law. Insurrection has taken place within all courts and in particular FIRST JUDICIAL DISTRICT COURT, NEW MEXICO COURT OF APPEAL AND NEW MEXICO SUPREME COURT, FEDERAL COURTS AND THE UNITED STATES BANKRUPTCY COURT OF NEW MEXICO

A. I, Ann Marie Galloway, Affiant, a natural woman, in proper persona, sui-juris, have personal knowledge along with numerous other New Mexico residents of the enclosed list of individuals holding public office. Black robed criminal Attorney/judges are in defiance of the Constitutional and Statutory requirements, as they openly engage in insurrection testifying to “the intentional act of swearing a false oath” and or falsifying an affirmation and are, unaccountable for their nefarious actions that are now manifesting”!

#(1) Persons holding public office in the Judicial Department of the New Mexico Government are well aware of the lawful requirements of a public servant and will not accept the People of New Mexico claim that insurrection composed of impostors holding office within this state exists and is active. See Annex: B

#(2) The “Sanctity of Oath” declares: The officials taking an oath are to be well versed in their fiduciary of trust;

#(3) Aware of the fact that if the people (voters) will give public servants their public trust the public servant in turn is “bound” by the Constitution in respect to his/her official duties, swearing never to infringe on that “Sacred Public Trust”;

#(4) Lawfully “qualifies” their office according to both federal and state law. (see Art. VI Paragraph 2&3 U.S. Const./Art. XXII, Sec. 19 N.M. Const and NMSA 10-2-1 thru 12 “official Bonds”)

#(5) The 81<sup>st</sup> congress REPORT ON THE NATIONAL LAWYERS GUILD— LEGAL BULWARK OF THE COMMUNIST PARTY-attorneys and attorneys who are also judges are required to register with FARA. No New Mexico government employee, attorneys or judges are registered in violation of OMB #1124-0001-Title 18 Sec 951 & § 956. This is a felony. All can be charged as foreign spies working for a foreign government.

B. All elected officials without surety bonds are de facto employees wanting de jure authority to perform the duties of office. They have no authority. The question arises as to whether the person or persons, while not constitutionally or statutorily holding public office, are drawing publicly appropriated funds by unlawfully exercising their false status:

(1). 18 U.S.C. § 473 - Dealing in counterfeit obligations or securities: Whoever buys, sells, exchanges, transfers, receives, or delivers any false, forged, counter-feited, or altered obligation, or other security of the United States, with the intent that the same be passed, published, or used as true and genuine, shall be fined under this title or imprisoned not more than 20 years, or both. See RP:1064-5

(2). 18 U.S.C § 474. Plates, stones, or analog, digital, or electronic images for counterfeiting obligations or securities Whoever, with intent to defraud, makes, executes, acquires, scans, captures, records, receives, transmits, reproduces, sells, or has in such person's control, custody, or possession, an analog, digital, or electronic image of any obligation or other security of the United States; is guilty of a class B felony

C. The attorneys and judges in FIRST JUDICIAL DISTRICT COURT, COURT OF APPEAL, NEW MEXICO SUPREME COURT, and NEW MEXICO FEDERAL COURT are principals given 18 U.S. Code § 2 referencing this instant case. As provided in the record, the above mentioned courts-judges and attorneys knowingly and willfully aided and abetted forgery and alteration of documents and false claims for JPMORGAN CHASE BANK NATIONAL ASSOCIATION.

D. Ann Galloway/Affiant's Personal experience supports the reality of filing a Bill of Complaint Breach of Public Trust, Application for a Federal Grand Jury and Writ of Mandamus. Affiant seeks a stay in an auction given foreclosure fraud that is scheduled on December 17, 2019 to Auction the Galloway home. See Annex: A. This is to rest-rain and redress issues of Criminal racketeering PR:1003-6, by the criminal perpetrators RP:1112-3, 918-920-affidavits. Also see another fraudulent Assignment of Mortgage dated May 24, 2007. To the best of my knowledge JPM did not record this assignment [JPM 000526]. Verification that Penny Aston is a JPM employee is available upon request. Recorded SFC Clerk 4/03/19 RP: 732, 738, 734

Give the recognition of gross corruption, Ann Galloway JPMC/GALLOWAY Ann Galloway recorded JPM/Penny Aston Assignment to show the fraudulent forging of documents...recorded D.1 includes the TILA Recission/Cancellation Letter on or about 08/06/2015. Annes: D.2 Takes the Power of Attorney away from criminal enterprises and gives it back to Ann Galloway the real party of interest.

Annex D.3 Instrument 1872159 UCC Financing Statement also filed in the public records bring to public notice the corrupt actions of JPMORGAN CHASE BANK NA.

**1) 18 U.S. Code Section 1519:DESTRUCTION, ALTERATION, OR FALSIFICATION OF RECORDS** In Federal Investigations and bankruptcy LAW SERVER LEGAL FORMS, OR FALSELY MAKE ANY DOCUMENT FOR THE PURPOSE OF SATISFYING A United States Bankruptcy. See RP: 329

#### **E. 11 U.S. CODE § 524 EFFECT OF DISCHARGE**

(a) A discharge in a case under this title— (1) voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of the debtor with respect to any debt discharged under section [727](#), [944](#), [1141](#), [1228](#), or [1328](#) of this title, whether or not discharge of such debt is waived; JPM, Francis Mathew and Larry Montano violated 11 U.S.C. § 524 *Gray V.Nussbeck (In Re Gray)United States Bankruptcy Court, D. Kansas. Jun 7, 2017 573 8.R. 868 (Bankr. D. Kan. 2017) Robert D. Berger, United States Bankruptcy Judge 871 \*871 Sheldon A.Gray, Kansas City, Mo, Pro Se.*“It operates as an injunction against the commencement or continuation of any action to collect a discharged debt. It unambiguously voids past and future in *personam* judgments on discharged debts at any time obtained.”

1. Given two separate contracts, the Mortgage and the Promissory Note, only the lender can foreclose and not the note holder. Therefore JPM cannot do anything and the state courts judgments are void. In collusion with JPM, the judges and the attorneys as well as the Bankruptcy court Judge Thuma stated the color of law and failed to state the actual law given alteration of documents and the color copy to the Promissory Note.Judge Thuma was well informed and failed to address the criminal activity. This is the foundation of this instant case and the courts are obviously conspiring together to commit felonies. RP:1003-6"“The right to enforce a note and the right to enforce the mortgage are two separate actions, given by two separate contracts governed by two sets of laws. The **Lender** is the person who owns the beneficial interest in the debt"and as of today’s date: December 9, 2019 no lender has come forward.

2. The law requires that the state court judgement be vacated! The state court judgement is void. "A void judgment does not create any binding obligation." Federal decisions addressing void state court judgments include *Kalb v. Feuerstein (1940) 308 US 433, 60 S Ct 343, 84 L ed 370; Ex parte Rowland (1882) 104 U.S. 604, 26 L.Ed. 861:*

3. Sanctions are required by law. JPM was seeking a judgement based upon being a holder of the note, without authority to enforce its terms against Affiant; against me, Affiant, Ann Galloway who is one of the people and by definition in personam.

4. The district court and the court of Appeals both granted JPM the right to enforce the mortgage based upon JPM’s illegal right to enforce the note.

5. In violation of the governing Mortgage Contract, Promissory Note Contract and material evidence, the foundation of the courts decision and ruling is that Affiant is personally liable

to JPM, because JPM/Chase Bank is a “Note Holder” This is by definition in personam action and not an in rem action. The in rem foreclosure is false and another fraud

6. In short, the above Courts foundational determination are the FACTS. The conclusion is that because JPM brought the action premised on being a “holder” (the only way Affiant could owe JPM an obligation). According to the courts determination and in violation of contract law, Affiant is obligated to pay the note holder, not the owner of the debt. Like all the misrepresentations and deception stated in this instant case, the facts make this action an in personam, not in rem action. This is further explained in UCC 3-203 Pg. 6 F: a-d Official Comment one. The court rulings are also in violation of **11 U.S.C 524**, as a matter of law, and the state court judgment is void.

7. On April 1, 2013 stated in the Complaint to Foreclose, counsel for JPM made the statement as “By Order of the Bankruptcy Court, Plaintiff may pursue the above-captioned action.” This statement is in violation of Due Process. The Constitution guarantees “due process” in all proceedings. Judge David T. Thuma has demonstrated on two different occasions *ex parte* communication with JPM counsel which undermines the fairness of any judicial proceedings by introducing new information to the decision-maker (the judge or jury) without giving the other party an opportunity to explain or respond.

8. Given the Bankruptcy laws, This statement cannot be a legal determination JPM cannot pursue the enforcement of the mortgage as a “holder,” according to contract law which is clearly states in both the Note and the Mortgage, **only the Lender can foreclose on the Borrower.**

9. The fact that JPM filed for Foreclosure as a holder is a violation of the bankruptcy code **11USC524** JPM clearly knew that Affiant filed for bankruptcy, therefore, JPM’s actions were maliciously calculated with the intent to steal by wrongfully appropriating affiant’s property. This action is also in violation NMSA 30-16-1 larceny. JPM, attorneys and the judges have damaged Affiant by infringing on Affiant’s quality of life, liberty and the pursuit of happiness.

10. The state courts and appeals court with the NM Supreme court conceding determined, the “holder” of a color xeroxed facsimile claiming it to be an original Promissory Note and who is not the lender can legally foreclose. In spite of all non-rebutted affidavits from a woman, who has first-hand knowledge, the courts gave no merit. RP:1112-3, 918-920-affidavits. This is in violation of Rules of Evidence, contract law and all UCC stated herein. The courts have accepted hearsay statements as fact, from an attorney who has no first-hand knowledge, as verification he filed a convoluted affidavit by a JPM employee who also admits she has no first-hand knowledge. The courts created rulings and orders contrary to the Rules of evidence and all factual material evidence. Clearly, contrary to criminal law in the New Mexico courts it does not matter if the Promissory Note is altered and is not original, under penalty of perjury this verified evidence given by first-hand knowledge does not take precedence over fraudulent and criminal action by JPM, contrary to all material evidence. RP: 1112-3, 918-920-affidavits.

11. In violation of Rule 56, Summary Judgement, all factual material evidence was in question. Given the fact that all material evidence was in dispute by affidavits by Ann Galloway that were not rebutted by the Plaintiff; Judge Francis Mathew unlawfully granted **Summary Judgment**. "Summary Judgement should not be granted until the facts have been sufficiently developed for the court to be reasonably certain that no genuine issue of material fact exists." *Singer v. Star*, 510 So. 2d 637, 639 (Fla. 4th DCA 1987). Affiant was denied a trial by jury. See RP:-1621 The United States Constitution demands trial by jury.

12. The affidavit itself is prima facie evidence, because there is a maxim of law that "an un rebutted affidavit stands as the **truth in commerce**". Non Rebutted Affidavits are "Prima Facie Evidence in the Case," *United States vs. Kis*, 658 F.2d, 526, 536-337 (7<sup>th</sup> Cir. 1981); *Cert Denied*, 50 U.S. L.W. 2169; S.Ct. March 22, 1982. "Indeed, no more than an Affidavits is necessary to make the Prima Facie Case." *Seitzer v. Seitzer*, 80 Cal. Rptr. 688 "Uncontested Affidavit taken as true in support of Summary Judgment."

13. Additionally, Francis Mathew, M. Monica Zamora, M. Miles Hanessee, Stephen French and the conceding Supreme Court Justices are all in violation of due process claims. For Due Process Violations are cognizable only if there is a recognized liberty or property interest at stake. *Board of Regents v. Roth*, 408 U.S. 564, 69 (1972).

14. Further, contrary to contract law, all judges willfully and blatantly not only failed to follow the Constitution and Bill of Rights, they failed to follow the law. The **Lender** is the person who owns the beneficial interest in the debt as stated in both the Promissory Note and the Mortgage Contracts. The courts completely ignored laws governing contracts. The last sentence of the Uccnote states:

"**Lender** may involve any remedies permitted by this security agreement" The mortgage "grants the right of foreclosure to the **Lender**".

15. It is the LENDER, NOT the note holder therefore the right to foreclose belongs to the "**Lender**". JPM failed to identify the "lender" Also see attached: Notice of Default for failure to provide certified document for the Right of Redemption Annex: C

#### **F. § 3-203. TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER**

Primary tabs (a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.

**Note:** Affiant has not heard or seen any evidence that JPM disclosed, "Who delivered the Promissory Note," instead, in the JPM records shown during discovery, JPM had multiple copies of the Promissory Notes some altered and some not altered, just robo signed where Karen Welsh signed the Promissory Note to herself and misspelled the alleged lenders (employer's) name. Note: On or about May 201 JPM allegedly merged with CHASE HOME FINANCE LLC (CHF), a limited liability Company showing no entitlement to service the Galloway mortgage let alone make a loan modification. Additionally, no evidence could be produced that CHF was authorized

to do business in NEW MEXICO. There is much confusion around the name "CHASE" CHF called itself that ambiguous name "CHASE" much before the merge with JPM.

Further, in the year 2015, research by a New York private investigator validated that "CHASE BANK" is a non-entity that "CHASE BANK" has no FDIC number and no Corporate identification number. Who transferred the note to CHF and then who transferred the Notes to JPM? No evidence of a transfer of the Promissory Note or Mortgage has been provided. Evidence verifies that there was no transfer, there were, however, numerous xerox facsimiles. Is this fraud and deception another way JPM is perpetrating more theft unto the American people?

(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument. Why hasn't Jamie Dimons been jailed?

**Note:** When examining the Promissory Note used for foreclosure, any rational mind can see that the note has been altered with a void stamp. JPMorgan Chase Bank failed to offer an explanation to why the only endorsement on the note was stamped void. Affiant asked in open court to have the alteration of document explained, however; JPM failed to offer any form of explanation and Judge Mathew failed to allow real disclosure during discovery. Judge Francis Mathew supported the fraudulent alteration by stating, Judge "That's your position in this fraudulent do you understand that the plaintiff doesn't agree with that position." RP: 1159, 1544 #221,222, RP:1586

(c) Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of indorsement by the transferor, the transferee has a specifically enforceable right to the unqualified indorsement of the transferor, but negotiation of the instrument does not occur until the indorsement is made. JPM claimed the transfer was for value. Where is the money? Ann Galloway did not receive money. Ann Galloway did not borrow money for a mortgage loan from CHF or JPM.

(d) Primary tabs (a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.

**Note:** Affiant has not heard or seen any evidence that JPM disclosed, who delivered the Promissory, instead JPM records show numerous copies of the Promissory Note. JPM also had Michael T. Wolf forge an Assignment of Mortgage from JPM posing as MERS and Assigning the Mortgage to itself, JPM. RP:1112-3, 918-920-affidavits. Clearly JPM, Court personnel, Judges and Attorneys are all in violation of all UCC, USC, Constitutional-State and Federal laws as well as Contract law

G. § 3-202. NEGOTIATION SUBJECT TO RESCISSION §3-204. INDORSEMENT. See annex: D.1 TILA Recession REVOCATION OF POWER of ATTORNEY AND NOTICE TO CEASE AND DESIST RP: 284-5, 387-393 Annex: D.2

1. Affiant requires in law that agencies with any form of integrity must follow the law and vacate the state court judgements as **VOID**. We the people do not have confidence in the integrity of the Department of Justice. Most people have experienced the courts as a pathetic joke on “We the People”, and our society.

2. Sanctions are required by law. JPM was seeking judgement based upon being a holder of the note. That is, it was a person with the right to enforce its terms against Affiant. Against me, Ann Galloway, one of the people who is by definition in personam.

3. The district court and the appeals court both granted “Chase” the right to enforce a mortgage based upon JPM’s right to enforce the note. This makes Ann Galloway personally liable to JPM, who claims JPM is allegedly a “Note Holder”.

4. Given this false premises, against all material evidence and un rebutted affidavits; this false premise is the foundation of the courts decision. RP:1112-3, 918-920-affidavits. These are the FACTS. The conclusion is that because JPM brought the action based on being a holder (the only way Affiant could owe JPM an obligation. According to the judgement/order Affiant is obligated to pay the note holder, not the owner of the debt. This fact is explained in UCC 3-203 Official Comment one See: Pg. 6 F: a-d. This false premise is in violation of **11 U.S.C 524**, as a matter of law, and the state court judgment void.

5. The right to enforce a note and the right to enforce the mortgage are two separate actions by two separate contracts governed by two different sets of laws.

## **H. FRAUD VITIATES EVERYTHING**

“FRAUD VITIATES EVERYTHING” “(FVE) is the legal principle that, once it has been shown shown that one party has lied or committed a deliberate misrepresentation, their whole case is thereby compromised and no longer defensible in a court of law.” *37 Am Jur 2d at section 8 states*, in part: "Fraud vitiates every transaction and all contracts. Indeed, the principle is often stated, in broad and sweeping language, that fraud destroys the validity of everything into which it enters, and that it vitiates the most solemn contracts, documents, and even judgments."

1. The right to enforce a note and the right to enforce the mortgage are two separate actions by two separate contracts governed by two sets of laws. The **Lender** is the person who owns the beneficial interest in the debt.” **No judge can change the law.**

**Note: Violation of 18 USC 4: Misprision of felony** On 1/2/2015 Affiant informed Francis Mathew acting as a judge by affidavit that JPM made false statements in regard to being a creditor, Mortgagee, and Holder in Due Course. This was done by the enclosed papers and in court hearings. Frances Mathew failed to act on these criminal offenses, therefore, the Judge became a principal to JPM’s crimes. These criminal offenses are in part violations 18 USC 4: **Misprision of felony** RP:1112-3, 918-920-affidavits.

2. The affidavit provides material evidence given on the MERS website validating JPM as a servicer, not a Creditor, Mortgagee and a Holder in Due Course as stated on their complaint for foreclosure on or before April 1, 2013. RP: 02#5. RP:1112-3, 918-920-affidavits rebutting false claims.

3. On 1/2/2015. two years later, MERS did not know that JPM assigned the Galloway Mortgage to itself as a mortgagee and holder in due course. Further, No record was provided validating disclosure for CHF or JPM with authority to servicing right of the alleged Galloway loan. RP:1112-3, 918-920-affidavits.

4. Further, "CHASE BANK" RP: 1275 is not listed as an authorized debt collector or a legitimate corporation RP: 326 with the New Mexico Secretary of State RP: 1275.

### I. FRAUD ON THE COURT

1. No admissible factual evidence has been provided that Judge Mathew did not aid and abet Plaintiff's fraud upon the court by accepting and failing to acknowledge the forged and fraudulent Home Loan Modification falsely claiming to be a lender and signed by a signer whose signature is not legible, in violation of all contract law.

2. The altered Promissory Note, forged separate papers called allonge and the Assignment of Mortgage from JPM's employee to JPM, RP:349-50 the unaffixed papers purported to be bearer Paper" RP: 467, 468 when this corruption was present to Judge Mathew, he stated: HQ:152.J "That's your position in this fraudulent. do you understand that the plaintiff doesn't agree with that position. D (53). No evidence has been provided that Plaintiff did not openly lie both verbally and on paper in open court saying it is a mortgagee." holder in due course "creditor", "lender" servicer and an unlicensed and unauthorized Debt collector.

3. JPM then shifted its position while saying it never said it is a "creditor" HQ: 145. L, now saying it "never said it was a creditor. It always said it is a servicer". (54). Judge Mathew ignored these criminal actions in order to aid and abet the theft of the Galloway home.

4. Again, the Judge stated in order to hide Plaintiff's deception. J "Okay...I think it's clear in the record that JP Morgan Chase is acting as a servicer in this proceeding as we sit here today." HQ: 182 Ann Galloway was denied due process most questions went unanswered RP: 1483-4.

5. As much as the courts want to sit in their deception and ignore their criminal involvement with the banks and against the New Mexico and United States Constitution; it is criminal to make false claim in violation of in **Violation of Title 18 U.S.C. Sections 287 and 286 Title 18, United States Code**, Sections 287 and 286, make it a crime to make **false**, fictitious, or fraudulent **claims** upon the United States or conspire to make such **claims**. Jan 29, 2018

"In Case You Missed It: Justice Department Banks on False Claims Act **False**, Fictitious, or Fraudulent **Claims** and provides as follows: Enforcement Again in 2017 By Ty E. Howard and Brad Robertson on January 29, 2018 Posted in **False Claims Act** The Justice Department and a veritable army of whistleblowers' counsel continue to use the **False Claims Act (FCA)** to bring suits against banks and mortgage companies. [Federal False Claims Act – 31 U.S.C. §§ 3729 - 3733 § 3729 \(A\)...](#) **Federal False Claims Act – 31 U.S.C. §§ 3729 - 3733 § 3729 (a)** Liability for certain **acts**.-- (1) In general.--Subject to paragraph (2), any person who-- (A) knowingly presents,

or causes to be presented, a **false** or **fraudulent claim** for payment or approval; (B) knowingly makes, uses, or causes to be made or used, a false record or statement.”

a) Judge Mathew, attorneys as well as higher court judges knew or should have known that they were committing a criminal act while making very serious errors by misrepresenting all the laws in addition to the Rules of evidence, Rules on Summary Judgement and Rule 1-017 that states the real party in interest must be named on the complaint. RP:1584

b) Judge Mathew, attorneys as well as higher court judges knew or should have known that they were in violation of the law and Ann Galloway Constitutional rights to a fair trial, due process guarantees trial by jury.

c) Judge Mathew, attorneys as well as higher court judges instead aided and abetted criminal action with all attorneys and JPM.

**6.U.S.C. § 656 : US Code** - Section 656: Theft, embezzlement, or misapplication by bank officer or employee "Whoever, being an officer, director, agent or employee of, or connected in any capacity with any Federal Reserve bank, member bank, depository institution holding company, national bank, Insured bank, branch or agency of a foreign bank, or organization; operating under section 25 or section 2S(a) (11) of the Federal

Reserve Act, or a receiver of a national bank, insured bank, branch, agency, or organization or any agent or employee of the receiver, or a Federal Reserve Agent, or an agent or employee of a Federal Reserve Agent, or of the Board of Governors of the Federal Reserve System, embezzles, abstracts, purloins or willfully misapplies any of the moneys, funds or credits of such bank, branch, agency, or organization or holding company, or any moneys, funds, assets or securities entrusted to the custody or care of such bank, branch, agency, or organization, or holding company or to the custody or care of any such agent, officer, director, employee or receiver, shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both; but If the amount embezzled, abstracted, purloined or misapplied does not exceed \$1,000.00 he shall be fined under this title or imprisoned not more than one year, or both. Is Jamie Dimon, CEO of JPMORGAN CHASE BANK NA again above the law? Is it time for this criminal to be indicted?

7. The Promissory Notes evidence of robo signing and gross alteration of documents. RP:1112-3, 918-920-affidavits. RP: 732-4 Note from April 1, 2013 RP: 737-39 Note provided in 2011 with one Allonge. Affiant created a Promissory Note for \$521,000 and instructed JPMORGAN CHASE BANK NA to pay off the investors. Clearly JPM did not pay off the investors and does not know who the lender is and embezzled the money. JPM is in default RP: 229-232 Affidavits:RP: 918-20, 1112-3

8. In discovery notes, it is stated the JPM received the PN for \$521,000, however, most information has been blacked out. JPM failed their fiduciary responsibility to pay off the investors, and it appears that JPM extorted the money.

9. Further, stated in <https://pbnba.com/promissory-notes-are-legal-tender-blacks-law-dictionary/> if you deposit that (promissory note) in a bank account it becomes the equivalent of cash or money under 1813 L1 of Title 12.... Additionally FASB, the Financial Accounting Standard Board, number 95, statement of cash flow reads....treat it as a note, it's cash.

10. As used in this section, the term "national bank" is synonymous with "national banking association member bank" means and includes any national bank, state bank, or bank and trust company which has become a member of one of the Federal Reserve banks; "insured bank" includes any bank, banking association, trust company, savings bank, or other banking Institution, the deposits of which are insured by the Federal Deposit Insurance Corporation; and the term "branch or agency of a foreign bank" means a branch or agency described in section 20 (9) of this title. For purposes of this section, the term "depository institution holding company" has the meaning given such term in section 3 of the Federal Deposit Insurance Act." title or imprisoned not more than 20 years, or both. If the violation occurs in relation to...

11. **18 U.S.C. § 1951** - U.S. Code - Unannotated Title 18. Crimes and Criminal Procedure § 1951. Interference with commerce by threats or violence.

12. The FDCPA (15 U.S.C. §§ 1692 to 1692p) requires that a collection agency make certain disclosures and prohibits the collector from engaging in many kinds of abusive or deceptive behavior.

a) Chase Home Finance LLC. made no disclosures, forced a loan modification on Claimant and falsely claimed to be first a servicer and then switched in the same document to being a lender. Like JPMorgan Chase Bank NA they too failed to produce original documents of entitlement. It appears that they stole my identity and went through MERS records to get my documents in violation of all known laws.

b) Because JPM does not have original documents as required by law they have no entitlement. The lawlessness of the New Mexico courts have aided and abetted criminal action, ignoring altered color copies and ignoring all law. Further the courts contrary to affidavits proving otherwise claimed without evidence that the promissory note is the wet ink original, not acknowledging and disregarding numerous affidavits of validations, proving the copy to be fabricated. Mr. Montano continually presented this fraud in open court. RP: 1060-1. The alterations and color changes on the copy were validated by affidavit, also noted validation in the 60 (B) motion RP: 1054-1072  
This factual material evidence was ignored by all the courts listed below.

c) JPM claims were proven false by un rebutted affidavits. Francis Mathew knew or should have known by just looking at the material evidence that the documents are altered and fraudulently forged instead all judges chose to aid and abet criminal activity of JPM through Larry Montano.

13. TITLE 18 SECTION 242 Makes It A Crime For A Person Acting Under Color Of Any Law To willfully deprive a person of a right or privilege protected by the Constitution or laws Of The United

States. Francis Mathew insulted Affiant/Claimant/Defendant, Galloway, and failed to follow the law even after it was presented to him RP:1054-1072

14. 18 U.S. Code Section 1506:Theft or alteration of record or process; See Two different Notes Exhibit B RP: 737-739 this was the note provided in 2011, Exhibit A RP: 732-734.This was the note provided in 2013 JPM failed to respond to their document alterations.

15. 18 U.S. Code Section 1513:Retaliating Against A Witness, Victim, Or An Informant Judge Frances Mathew threatened and verbally abused Ann Galloway in violation of Due Process Laws RP: 1350, Along with Larry Montano, Francis Mathewfalsely accused Galloway of fraud on the court while he and the judge misrepresented the law and perpetrated fraud on the court, RP: 1350, 1551-54.

16. Judge Francis Mathew failed to address the obviously altered and fraudulent documents given JPM lack of standing RP: 1159, and the judges obvious bias in favor of Plaintiff. RP: 1559-60 because the Judge was telling JPM counsel what to do...

17. Further Judge Mathew threatened Galloway to change the law if Galloway did not get an attorney. RP: 1160 This is also in violation of due process. This is where the bias discrimination against women was evidenced with the Judge RP:1551-4

### **J. Constitutional Violations and United States Codes**

1. Violation Of Due Process: "The Fifth and Fourteenth Amendments to the United States Constitution Contain A 'due Process Clause'. Due Process Deals With The Administration Of Justice And Thus The Due Process Clause Acts as a safeguard From Arbitrary Denial Of Life, Liberty, Or Property By The Government Outside The Sanction Of Law."

2.18 U.S. Code Section 1517: Obstructing Examination Of Financial Institution. JudgeMathew is in violation of 18 U.S. Code Section 1517 by not allowing proper discovery.

3. 18 US Code 371 [Federal Conspiracy Laws - 18 USC 371 -](#)

4. If you are convicted of federal conspiracy under 18 USC 371, you face up to 5 years in federal prison. If you are convicted of violating 18 U.S. Code 371, you face a sentence of up to 5 years in federal prison and fines up to \$250,000. In the case of conspiracy by organizations, you face a fine of up to \$500,000.

5. All principal colluded and created fraud upon the court, the courts have been malicious, directly and corruptly in favor of JPMORGAN CHASE BANK NA and have failed to act without bias in bad behavior in violation of their oath of office and the Constitution of the United States of America. Along with JPM the courts/attorneys have become the criminals

6. Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "fraud upon the court". In *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "Fraud upon the court is fraud, which is directed to the judicial machinery itself, and is not fraud between the parties, or fraudulent documents, false statements or perjury..."It is where the court or a

member is corrupted or influenced, or influence is attempted, or where the judge has not performed his judicial function --- thus where the impartial functions of the court have been directly corrupted."

### **K. VIOLATIONS OF LAW IN SUPPORT OF AFFIDAVIT OF TRUTH**

1. 28 U.S. Code Chapter 97 Like Bank of America, JPM must also face a mortgage fraud investigation for HAMP violations. This is in addition to the fraud that JPM is well known for as mentioned throughout this document. RP:

2. 1512. Prohibited Acts -- 18 U.S.C. § 1028 Although there are six subsections in section 1028(a), they can be viewed as chiefly covering 10 different prohibited acts:

3. Producing without lawful authority an identification document or a false identification document (18 U.S.C. § 1028(a)(1));

a). In 2010, CHASE HOME FINANCE (CHF) this **Limited Liability Company** claimed to be a **SERVICER** of the Galloway Mortgage with no license and no authorization to do business in NEW MEXICO [RP: 1452, 1494 SoS validation of no license in NM] Further, Chase Bank the non-entity is not recognized by the New Mexico Secretary of State RP:1275 with no authentication, no validation and no proof of how it became a servicer. This is allegedly Identity Theft. In violation of 18 U.S. Code § 1028A. Aggravated identity theft. Further there is no Chase Bank authorized to do business in New Mexico RP: 1452, 1275

b). In 2010, CHF with no disclosure and authentication from the lender CHF claimed to be a **LENDER** RP: 1452. CHF is a fraud in New Mexico unqualified to be a Servicer or Lender RP: 1275, 1494,

c) CHF forced under threat of foreclosure a **HOME LOAN MODIFICATION** and force a signature on an unlawful contract with no known signer RP: 931-3, 476

d) March 5, 2011, CHF calling it self CHASE claimed to be a **DEBT COLLECTOR** with no license in NEW Mexico RP: 325-6, 931-3

e) May 2011, CHF and JP MORGAN CHASE BANK NA (JPM) merged

f) July 2011, JPMORGAN CHASE BANK NA CLAIMED TO BE A **CREDITOR** IN US BANKRUPTCY COURT RP: 329

g) On or about November 2011 JPM claimed to be **only a servicer** calling it self "CHASE" during discovery in Case: D-101 CV 2011 02600 "**Who owns my mortgage**" RP: 331-9 #18-23, 331-338 - # 7 loan has been securitized #10 Chase did not fund the loan.

h) JPM claimed the **Mortgage was securitized** RP: 336 #7 No disclosure of a Trust Also See Audit RP:378 #5-13 RP:331-9. The audit states this as well 349-50

i) In 2011, with numerous copies in their record (to be revealed) JPM provided a Promissory Note with (1) one un-affixed paper claiming it to be an allonge RP:467

1.) the Promissory note provided shows Karen Welsh printed name, as signer, misspelling the alleged lender's name, RP:739

2) Karen Welsh assigning the note to herself RP:739

4. On March 25, 2013, JPM recorded a seed document, Assignment of Mortgage in the Santa Fe County Recorder five (5) days before filing a foreclosure Complaint RP: 349-50,

a. c) Falsely claimed that "My Client loaned Ms Galloway over 400,000 dollars" all document will be provided to the grand jury. Here JPM is falsely claiming to be a lender. Record available upon request.

5. April 1, 2013 JPM filed a foreclosure lawsuit in First Judicial District Court claiming to be:

a)Mortgagee

b) JPM's claim to be Holder in Due Course with an altered Promissory Note including a big red VOID stamp with no disclosure of who did it and why the note is altered. No endorsement is on the note with plenty of room for other endorse-ment...Two un-affixed papers claiming to be (2) allonges. The first allonges was submitted in 2011 RP: 467, and given the fact that some unknown stamped VOID on the Promissory Note, allegedly, because of the void stamp a second separate paper called an allonge was provided RP: 468 The fact remains that JPM does not have possession of the original note. JPM Employees have claimed they make these allonges out when needed. This is further work for the Grand Jury. The audit stated that Note and Mortgage took different paths separation makes them void. RP: 340-6. This again make these documents and this case void.

6. JPM is trying to steal the Galloway home on a void note RP:732-34 and an altered xerox color facsimile copy of a note and two unaffixed papers PR: 467, 468 claimed to be bearer paper.

7. In good faith, Affiant issued a \$521,000 promissory note to pay off insurance and investors RP: 229-32

a) JPM failed to set off the debt, extorted the funds and also failed to return the Promissory Note.

8. JPM provided a false, forged Assignment of Mortgage in 2013 naming a 2008 defunct company as an assigns. RP: 606, 349-50

9. Evidence shows adequate room for endorsements on the Promissory Note and the Promissory Note was not present, no separate papers were needed there was adequate room JPM now has two unaffixed papers claiming they are allonge making the note bearer paper. See 11.b above

10. Judge Frances Mathew admitted the papers claimed to be allonge were not attached to the Promissory Note.

11. Judge Francis Mathew failed to either know the law or refuse to follow the law when he falsely stated that the papers do not have to be affixed to the Note. This is in violation of UCC 3-203. The

judge admitted the separate papers were not affixed to the xerox facimile of the note (certainly not the original as falsely claimed)The Court in *REO Holdings* held that there were factual issues as to the endorsement of the note that precluded summary judgment. Section 3-204(a) of the UCC defines endorsement as follows:

“Endorsement” means a signature, other than that of a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of (i) negotiating the instrument . . . . For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.

12. It appears that CHF and JPM have allegedly committed identity theft on Ann Galloway and fraudulently attained mortgage documents. JPM claimed that the FDIC contacted then and assigned the Galloway Mortgage to JPM. Record Proper: RP: 1701 No response from FDIC and no evidence has been shown of entitlement only forged self-created documents. Altered Note/Color facsimile, RP: 732-4, 737-9 Assignment of Mortgage, and Affidavit RP: See Annex: B. RP: 349-50

13. As with all disclosures JPM also failed to provide a certified copy of Right of Redemption from the lender of the amount owed Annex: C

#### **K. ALL MATERIAL EVIDENCE WAS IN DISPUTE**

1. With Judge Mathew, Larry Montano and Judge Thuma in the bankruptcy court colluding to steal the Galloway home, Ann Galloway demanded that Schedule D be Correction given this information was not known in 2011. Ann Galloway demanded for the correction of the record and was refused by Judge Thuma. Evidence was ignored and violation of Ex parte between Judge Mathew, Larry Montano and Judge without Ann Galloway’s presence was clear in July<sup>th</sup> hearing. Ann Galloway knew nothing about the collusion of judges and attorneys to steal prior to entering the hearing. Evidence to be provided.

2. July 31, 2015 Judge Mathew granted Summary Judgement, refusing to follow the law when all material facts are and were in dispute. **Summary judgment** definition is - **judgment** that may be granted upon a party's motion when the pleadings, discovery, and any affidavits show that there is no issue of material fact and that the party is entitled to **judgment** in its favor as a matter of law. Rule 56. Summary Judgment The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court should state on the record the reasons for granting or denying the motion.

#### **L. Fraud on the Court and Judge Mathew violation of 18 US RP: 1483-4**

1. Possessing with intent to use unlawfully five or more identification documents other than those issued lawfully for the use of the possessor, or false identification documents (18 U.S.C. § 1028(a)(3)); JPM reproduced and altered numerous (without any authority) copies of the Promissory Note. Documentation to be provided to Grand Jury.
2. Possessing with intent to transfer unlawfully five or more identification documents (other than those issued lawfully for the use of the possessor) or false identification documents (18 U.S.C. § 1028(a)(3)); Loan modification has sales code: 3+03=1(missing center section to prevent tracking) 8 8 +1+5 0> JPMC Altered modification to add their name RP: 293 JPM is again photo coping Affiant's autograph and clearly sold the modification.
3. Possessing an identification document (other than one issued lawfully for the use of the possessor) or a false identification document with the intent such document be used to defraud the United States (18 U.S.C. § 1028(a)(4)); See: Notice of Assignment of Mortgage RP: 287affidavit: validating Michael T. Wolf is an employee to JPM and not MERS.
4. Possessing an identification document that is an identification document of the United States which is stolen, knowing that such document was stolen 18 U.S.C. § 1028(a)(6));
5. Possessing an identification document that appears to be an identification document of the United States, which was produced without authority knowing that such document was produced without authority (18 U.S.C. § 1028(a)(6)); CHASE HOME FINANCE LLC. CHF, Modified a mortgage of which they had no licenses in New to do business, and had no entitlement documents to be a servicer or to do a loan modification. Allegedly defrauded Ann Galloway and the Department of Housing.
6. Producing, transferring, or possessing a document-making implement with the intent of the document-making implement be used in the production of a false identification document (18 U.S.C. § 1028(a)(5)); RP: 293, 739, 734-7. Producing, transferring, or possessing a document-making implement with the intent that such document-making implement be used in the production of another document-making implement which will be used in the production of a false identification document (18 U.S.C. § 1028(a)(5)); and RP: 293, 739, 734.
8. Attempting to do any of the above (18 U.S.C. § 1028(a)). [cited in [JM 964.400](#)] OFFICE OF THE New York Attorney General Criminal Division

## **M. VIOLATIONS OF JPM, ATTORNEYS AND JUDGES**

**1.** False claims Act. 31 USC § 3729. Judge Mathew committed treason by failing to honor his oath office, in addition to violating all codes of ethics for judges and all laws

2. Due process, in violation of the Bill of Rights Fifth and Fourteenth Amendments to the United States Constitution, "No State [shall] deprive any person of life, liberty, or property, without due process of law..."

3. Trial by jury, Article III, Section 2 of the federal Constitution ("The Trial of all Crimes, except in Cases of Impeachment, shall be by **"Jury"**) and the Sixth Amendment and Seventh Amendment "In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial **"jury"**").

4. Equal protection of the law 5<sup>th</sup> Amendment, Article 15 Ann Galloway was subjected to cruel and unusual punishment, JPM, Judge Mathew and Larry Montano and numerous other attorneys continued a five(5) year labor intense law suit without jurisdiction and without following the Federal Rules of Civil Procedure, law Rules of evidence, Rules on Summary Judgement, Denial of adequate discovery, Falsely implemented a ruled on estoppel with false evidence so that Ann Galloway could not defend herself, failed to rebut all affidavits.

5. JPM and the judges are in violation of the New Mexico UCC 55-9-408 Fair Debt Collection Practices Act (FDCPA) 15 USC 1692 applies to anyone attempting to collect a an unlawful consumer debt

6. (See the Judicial Notice provided in the November 4, 2014 RP: 1113- Affidavit RESPONDENTS' AFFIDAVIT OF FACTS, 1-20, 2015 AMENDED 60 (B) RP: 1054-72 AND AFFIRMATIVE DEFENSE on August 17, 2015 and Rebuttal on September 24, 2015

**7.(E)10 U.S.C. SECTIONS 251-255: AUTHORITY TO REPELL INVASIONS,**

**INSURRECTIONS, CONSPIRACIES:** During interference with State and Federal law; the President, by using the militia or the armed forces, or both, or by any other means, shall take such measures as he considers necessary to suppress, in a State, any insurrection, domestic violence, unlawful combination or conspiracy, if it Interference with State and Federal law... the President, by using the militia or the armed forces, or both, or by any other means, shall take such measures as he considers necessary to suppress, in a State, any insurrection, domestic violence, unlawful combination or conspiracy, if it--

a) so hinders the execution of the laws of that State, and the United States with the State that any part or class of its people is deprived of a right, privilege, immunity, or protection named in the Constitution and secured by law, and the constituted authority of that State are unable, fail or refuse to protect that right privilege, or immunity, or give that protection; Judges have no immunity given criminal acts and numerous violations including 42 USC 1983.

8. The Santa Fe, New Mexico Judges, are in violation of 10 U.S. Code § 253 - opposes or obstructs the execution of the laws of the United States or impedes the course of justice also in violation of 18 U.S. Code § 241 & 242. Deprivation of rights under color of law, "Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, be fined under this title or imprisoned...or both...

## N. Void Judgments

1. The last sentence of the Promissory Note states: "Lender may involve any remedies permit...by this security agreement" The mortgage grants the right of foreclosure to the Lender. (NOT the note holder.) The right to foreclose belongs to the "Lender". Per the complaint: any statement made by Judge Thurma from the Bankruptcy Court is in violation of 2.9 ex parte...that JPM could pursue the enforcement of the mortgage was in no way a legal determination of JPM's rights.
2. Instead of following the law, Judge Francis Mathew and the judges facilitated JPM's theft and unlawfully supported with bias in favor of JPM to foreclosure throughout the whole case. Judge Francis Mathew is in violation of: denial of due process, denial of adequate discovery, trial by jury, failure to review altered and forged documents, failure to act responsibly against JPM's fraudulent actions in violation of 18 USC 4, while violating all laws and canons of judicial conduct. More supporting material evidence will be provided in front of a Grand Jury of my peers, not corrupt attorneys and bankers.
3. The New Mexico higher court judges have also violated all laws and canons of judicial conduct by failing to review material evidence, affidavits, and the blatantly obvious alterations of the Promissory Note and forged documents. The courts did not even follow their own established case law. The right to enforce a note and the right to enforce the mortgage are two separate actions by two separate contracts governed by two sets of laws. The court judges are shameful, without honor and acted in a disgraceful breach of public trust. Given this public notice and the fact how can the public ever trust the courts.
4. The Lender is the person who owns the beneficial interest in the debt. The contract does not say a servicer has beneficial interest. Further this self proclaimed servicer can not provide a valid agreement to be a servicer for the Galloway home. This self proclaimed servicer instead created false documents, altered and created a color facsimile of a promissory note... ignoring numerous un rebutted affidavits and claimed this color copy to be the original wet ink authentic promissory note.
5. The Judgement at law must be vacated. It is a void judgment, and an injunction plus sanctions are required according to law **11** U.S.C section **524**, "Effect of Discharge (a) (a) voids any judgment at anytime obtained, to the extent that judgement is a determination of personal liability of the debtor.
6. At law, any attempt to enforce the note as a note "holder" is an attempt to determine personal liability. JPM asserted that this foreclosure is an In rem action, if JPM had the original note which JPM does not, however any findings that Plaintiff was a holder" is an in personam finding not In rem.
7. The district court found in Conclusions of law "that JPM has standing to enforce the note. C. That is, the court found Affiant, Ann Galloway personally liable on the note. Same as "D".
8. The Appeals Court affirmed. At **{11}** "Chase argues that it was holder of the note." The New Mexico Court of Appeal upheld (as factual, without reviewing material evidence) finding that JPM was a "holder". A person entitled to enforce the note is in personam, not in rem as falsely stated. Once receiving a fraudulent judgment against Affiant, Ann Galloway, JPM proceeded to Foreclose on the

Galloway home in violation of 11 USC 524, and all laws mentioned above. Therefore ipso facto, as a matter of fact.

9. JPM has tried to find, Affiant, personally liable on the note in order to get a fore-closure judgment. Therefore ipso jure, as a matter of law, JPM, attorneys and judges are in violation of 11 U.S.C. 524(a)(1), which voids the judgment. Sections (a)(2) operates as an injunction against any further action.

10. Because JPM attorneys knew that Affiant claimed bankruptcy, and the attorneys have knowledge of the law...Affiant has to presume that JPM, the attorneys, and the judges knowingly and maliciously acted in violation of the statutes, UCC, USC, and the law, thus damaging Affiant/Galloway and wasted well over (6) six years of Affiant's life on frivolous filings, altered and forged papers to use the courts to make false claims and steal We the People's homes. This theft is based on fraud the false presumptions by judges, Affiant is required according to law to be granted numerous sanctions and damages. There is no immunity for judges acting outside of the law.

11. This instant case provides numerous violations that JPM has perpetrated upon the American people. In behalf of public interest the case and many others like it, need further investigation by a Grand Jury not only in behalf of Ann Galloway but the American people who have been severely injured by JPM relentless corrupt with the bank owned court causing further injury. JPM is well known for fraudulent misrepresentations committed against the American people.

12. Affiant requires a stay on the auction of her home and to bring suit against the New Mexico Bankruptcy in an uncorrupted New York Bankruptcy court with the help of uncorrupted Attorney Generals both in New Mexcio, New York and Washington DC... agencies to vacate a void judgment and to get injunctions plus sanctions against this injustice.

In Closing: There are no courts and no judges with Jurisdiction in the state of New Mexico. The New Mexico Attorney General, given 18 USC 4 must lawfully stay the December 17, 2019 Froclosure Action. Additionally, Article II Section I of the United States Constitution: vests the "Executive Powers in the president of the United States of America (ie: the Nation) to stay this current auctionbring in forces to stop this insurrection on the people of New Mexico.

Again given 118 USC 4 both Attorney Generals of New Mexico and the United States are required to assist a stay of the auction on my home and bring forth a grand jury to investigate these alleged criminal activities. Given the fact that Santa Fe New Mexico is an very old state with the same families stealing and exploiting the people this states corruption has been long overlooked. Ann Galloway demands that this case and the indictments be moved to another state for the sake of justice.

Additional, names of attorneyswho are also principal in this and related cases will be addedto the list below with violations of USC 18 sec. 4 asPrincipals in JPMorgan Chase Banks NA Criminal Actions:

JUDGE: Francis Mathew and all higher court judges have committed Treason against their oath of office, aiding and abetting criminal activity and using the color of law 18 USC 241, 242, and violators of RICO denial of due process and more. See attached list

Respectfully submitted, Under the penalty of perjury with first-hand experience and to the best of my research and knowledge, Ann Galloway attests to the truth and nothing but the truth.

Ann Marie Galloway All rights reserved

Witness:

Witness

Growing List of violators:

Judge: Chief Judge J. Miles Hanisee Committed Treason, aiding and abetting criminal activity JUDGE: M. Monica Zamora Committed Treason, aiding and abetting criminal activity

Former Judge: Stephen French Committed Treason, aiding and abetting criminal activity Chief Justice

Judith K. Nakamura violation of 18 USC § 4. Misprision of felony, treason Senior Justice Barbara J.

Vigil violation of 18 USC § 4. Misprision of felony, treason Justice Michael E. Vigil violation of 18

USC § 4. Misprision of felony, treason Justice C. Shannon Bacon violation of 18 USC § 4. Misprision

of felony, treason Justice David K. Thomson violation of 18 USC § 4. Misprision of felony, treason.

Federal:

Judge Kenneth J. Gonzales (KG)[LC] denial of due process, 18 USC § 4. Misprision of felony

Magistrate: Karen Molzen denial of due process, 18 USC § 4. Misprision of felony,

Attorneys:

LeNatria Holly JuristElizabeth Dranttel

David Washburn/DAVID WASHBURN,

Special Master Unregistered with FARA.gov attorney

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Nephi Harman,

6709 Academy Rd. NE Suite A

Albuquerque NM 87109

Ann Galloway is not suicidal and asks for the protection of a whistle blower. Banks and criminal attorneys, and governments have been known to kill people that disclose their corruption. Ann Galloway fears for her safety and well-being given the judges, attorneys and police:

Ann Galloway also attests that this document, Annex and Record Proper has been forwarded to the following Departments and will also be forwarded to numerous undisclosed agencies:

IRS/CID  
US Treasury  
United States Army Provost Marshal General

United States Department of Justice  
Office of Attorney General William Barr  
950 Pennsylvania Avenue, NW  
Washington, DC 20530-0001  
[AskDOJ@USDOJ.gov](mailto:AskDOJ@USDOJ.gov) Criminal Division

U.S. Department of Justice  
Civil Rights Division  
Coordination and Review Section, NWB  
950 Pennsylvania Avenue, NW  
Washington, D.C. 20530

Criminal Division United States Attorney's Office  
New York City, NY 10007.  
United States Supreme Court Judges

1 St. Andrew's Plaza

John G. Roberts, Jr., Chief Justice of the United States,  
Clarence Thomas, Associate Justice,  
Stephen G. Breyer, Associate Justice,  
Samuel A. Alito, Jr., Associate Justice,  
Sonia Sotomayor, Associate Justice,  
Elena Kagan, Associate Justice,  
Neil M. Gorsuch, Associate Justice,  
Brett M. Kavanaugh, Associate Justice,  
One First Street, NE,  
Washington, DC

President of the United States of America Donald J. Trump  
The White House  
Washington, DC 20500

1600 Pennsylvania Avenue,NW