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AFFIDAVIT FOR ARREST WARRANT

S. A. CASE NO. 19AF068857AN
DIVISION CRQ
ASST ST ATTY Donna Gregory Thurson

CCR NO. 2019-0139802
JUDGE *FANLORAN*

STATE OF FLORIDA)
COUNTY OF NASSAU)

Before me the undersigned Judge of the Fourth Judicial Circuit, in and for Nassau County, Florida, personally came **C. A. Lucas**, who, being duly sworn deposes and says that he has reason to believe and does believe that one **JOHN DANIEL GALLOWAY**, described as follows: Last Known Address: **45084 Ewing Park Road Apt 104, Callahan, FL 32011**; Race: **White**; Sex: **Male**; DOB: **12/07/1983**; Ht: **Unknown**; Wt: **Unknown**; Hair: **N/a**; Eyes: **N/a**; Scars, Marks: **none known**; did in Nassau County, Florida, on or between **September 21, 2019, and October 11, 2019**, commit the below-listed offense(s), contrary to the provisions of Florida Statutes:

1 UNLAWFUL COMPENSATION, S838.016(1), F2

Affiant's reasons for so believing are as follows:

Your affiant has been employed with the Nassau County Sheriff's Office (NCSO) for approximately fourteen (14) years. Your affiant is currently assigned as Sergeant of the NCSO Criminal Investigations Division (CID). Your Affiant was assigned to investigate reports involving Unlawful Compensation or Reward for Official Behavior that occurred in Nassau County, FL. I was assigned to investigate the following case after receiving complaints involving NCSO Deputy John Galloway ("Deputy Galloway"), from the Nassau County Sheriff's Office Internal Affairs Division

During this time John Galloway was a Nassau County Sheriff's Office Deputy, therefore a public servant.

The NCSO has a policy in place controlling the use of tow companies called to the scene of an accident. Unless the owner of the damaged vehicle requests a particular company, the deputy is to use the tow rotation list maintained by dispatch.

On 11/12/2019, I met with Undersheriff Henderson, Director Osborne, Director Kelly, Sergeant Goodbread, and Detective Mixon in the Internal Affairs Office of the Nassau County Sheriff's Office. I was advised of a complaint filed against Deputy John Galloway, by Danielle Morrow in reference to abuse of power. After the complaint was received by Internal Affairs, and reviewed it was determined possible criminal violations had occurred.

Danielle Morrow provided numerous text messages exchanged between Morrow and Deputy Galloway via their cell phones. In these text messages it was discovered the two were exchanging emails in reference to a tow company Morrow planned to start in Nassau County, FL.

On 11/13/2019, Captain Anstett and I met with Morrow and conducted a recorded interview with her in a Nassau County Sheriff's Office unmarked vehicle. Morrow explained in this interview she wanted to meet somewhere other than her apartment complex due to a fear of Deputy Galloway finding out.

Morrow stated she initially met Deputy Galloway in July of this year (2019) at the apartment complex where they both resided. Morrow explained she was locked out of the laundry room, and her clothes were locked in, so she left a note on the laundry room door for Deputy Galloway. Morrow stated Galloway came by to apologize, and that's how she met him. Morrow stated they then started a boyfriend / girlfriend relationship, which lasted about two months. Morrow stated the relationship started going downhill rapidly, and she eventually egged his truck (personal vehicle).

Morrow was asked what she did for a living, and she stated she intends to start her own tow company business in the Nassau County area, and informed Deputy Galloway of the idea. Morrow has obtained her LLC license in reference to the business, and Deputy Galloway had knowledge of that. Morrow has been assigned an Employer

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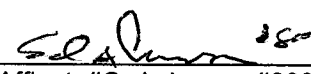
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Identification Number (EIN), through the Internal Revenue Service (IRS), and named her company Atlas Towing. Morrow stated once her business was formed, Deputy Galloway became interested in her business. Morrow stated she was advised of the tow rotation list by Deputy Galloway, and she had information in reference to the NCSO tow rotation policy that only a member of the Nassau County Sheriff's Office would know in such detail. Morrow explained the tow rotation in reference to a "Customer request". Morrow stated Deputy Galloway explained the process of the "Customer request", to her. Morrow explained when a deputy (Galloway) goes to a wreck, the customer can request a particular tow company, therefore that tow company does not lose its spot on the tow rotation. During this portion of the interview, Morrow stated she and Galloway agreed that she would pay him \$50.00 per vehicle she towed. She stated Galloway told her he was already engaged in this type of scheme and was being rewarded with alcohol from Advanced Towing for recommending them. Morrow stated she and Galloway agreed on \$50.00 per vehicle, and they began to do the math on how much money he could make which she indicated \$300.00 a week. Morrow stated Deputy Galloway then began to discuss about confiscating vehicles for the Nassau County Sheriff's Office, and possibly later selling those vehicles. Morrow stated she had additional text messages on her phone to support their conversation. Morrow retrieved her phone from her car, and got back in our vehicle. Morrow handed me her cell phone, allowing me to view the additional texts between her and Galloway.


Morrow later provided her cell phone to NCSO to allow a complete download of its content. During the course of this investigation I viewed numerous pages of text messages exchanged between Morrow and Deputy Galloway. I discovered conversations where Morrow and Galloway discussed the Nassau County Sheriff's Office tow rotation. Included in these texts there were messages exchanged from Deputy Galloway to Morrow in reference to calling for Morrow's tow company every time, and he could just say its owner's request. Deputy Galloway further explains via text message to Morrow when it's an owner's request tow, that particular tow company stays on the tow rotation. In one text message from Deputy Galloway to Morrow he texts "Sorry I'm on a crash, you want to make your first 318.00 lol". This text message refers to calling for Morrow's tow company to make \$318.00. Deputy Galloway also texts Morrow "I can do owners request and say your tow company and its 328.00 a pop!" He further texts to Morrow "Plus 25.00 a day for storage". Morrow then texts Deputy Galloway "Well that's where I could make money so I could pay overhead and make profit. This keeps you separate. Unlisted, and 3 degrees of separation so no conflict of interest". Galloway texts back to Morrow "Exactly! I could just say owners request and call for you every time". Morrow responds back to Galloway via text "What's an owners request"? Galloway responds back to Morrow "It's a good plan" (09/21/2019 @ 9:52 PM).

Deputy Galloway knowingly entered into an agreement with Morrow to receive \$50.00 for every tow he secured for her by calling it an owners request tow. By entering into this agreement, Deputy Galloway, as well as Morrow would benefit financially from his actions. This agreement directly violates FSS 838.016, Unlawful Compensation or Reward for Official Behavior, as requesting for a tow company is a function of his daily duties.



Affiant, #C. A. Lucas, #800
Agency: Nassau County Sheriff's Office
Duty Section: _____

Sworn to and subscribed before me this 22nd day of November, 2019, by the aforementioned Affiant [] who is personally known to me or [X] who has produced N.C.S.D. ID as identification and who did take an oath.



Judge of the Circuit Court of the Fourth
Judicial Circuit in and for Nassau, County, Florida