

COMPLAINT

To: JAN NORIYUKI, COMMISSION SECRETARY
IDAHO PUBLIC UTILITIES COMMISSION
PO Box 83720
Boise, ID 83720-0074

Date: **March 17, 2023**

From: **John E. Rebb**
1776 Independence Way
Freedom, Idaho [00000]

RE: Installation of “Smart” Meter on my home

Dear SECRETARY NORIYUKI,

This COMPLAINT arises over a matter concerning myself and ROCKY MOUNTAIN POWER/PACIFICORP in regards to the installation of a Trespassing Technology known as a “Smart” meter on my home, located at 1776 Independence Way, Freedom, Idaho, contrary to my will and consent which were extorted from me, as well as a long-standing contractual agreement I had with them prior to the coerced installation of their smart meter (Trespassing Technology).

Please find attached my DECLARATION in the form of an AFFIDAVIT in support of this letter of COMPLAINT, along with supporting Exhibits **A, B, C, etc. (as many as you have)**.

On or around **November 22, 2022** I received an undated and unsigned letter from ROCKY MOUNTAIN POWER/PACIFICORP (see Exhibit A) instructing me to call their 800 number within 15 days to resolve any “access” issues and set an appointment to have my electric meter updated with, what I call their “Trespassing Technology”. **[in your own words, indicate how you responded, whether you called the 800 number or you wrote them a letter or if a power company technician came to your door wanting to install a smart meter. If by phone, briefly explain your conversation and the outcome of it. If by letter, briefly explain your response in it and what their response was, if any. If someone came to your door or property, briefly explain what was said and the outcome of that confrontation.]**

On or around **January, 17, 2023**, I received another unsigned letter (see Exhibit B) stating that this is a **“SECOND NOTICE: Required Access for Meter Upgrade at 1776 Independence Way, Freedom, ID”** **[this may not be the exact wording in the letter you received so insert the proper wording if it is different]**, and that their contractor was refused “access” to perform a meter (Trespassing Technology) exchange. This new letter also states that I am to call their 800 number to resolve this issue within 15 days, or they will refer my account to their service disconnection process. In this same letter they also claim that I am “contractually obligated to allow” ROCKY MOUNTAIN POWER/PACIFICORP “safe and unencumbered access to our equipment. Meter service is a condition of electric service, as expressed in the Idaho Public Utilities Commission’s–Customer Relations Rules, namely Electric Service Regulation No.6,...” This unsigned letter also stated that if they do not hear back from me within 15 days to resolve this issue, they will refer my account to their service disconnection process. Please be aware that the word/term “access” in ROCKY MOUNTAIN POWER/PACIFICORP’s letters to me is being improperly applied to mean something other than what it really is (see explanation below under INTRODUCTION [BRIEF HISTORY]). **[Your COMPLAINT needs to be in your own words and reflect the circumstances of your particular situation. This is just a template for guidance only.]**

Although I did end up submitting to the installation of ROCKY MOUNTAIN POWER/PACIFICORP's smart meter (Trespassing Technology) on my home by giving them "consent", this "consent" was extracted or extorted from me through the wrongful use of fear and under color of official right. This fear was precipitated by ROCKY MOUNTAIN POWER/PACIFICORP's relentless strong-arm intimidation tactics, threat, duress, and coercion, impressing upon me that my power service would be shut off/terminated if I did not submit to the installation of said smart meter (Trespassing Technology). It was my original intent to not accept a smart meter due to the safety and health concerns surrounding smart meters, and it is still my wish not to have one, however the overpowering aggression of ROCKY MOUNTAIN POWER/ PACIFICORP and the threat of no electrical power compromised my position to my detriment. It has recently come to my attention that a crime or crimes may have been committed by ROCKY MOUNTAIN POWER/PACIFICORP in the manner by which and under the circumstances their smart meter (Trespassing Technology) was installed on my home.

INTRODUCTION [BRIEF HISTORY]

Prior to the installation of a smart meter (Trespassing Technology) on my home, there was in place for the past 21 or so years a relationship of a "contractual" nature between myself and ROCKY MOUNTAIN POWER/PACIFICORP (formally UTAH POWER AND LIGHT), who currently provides me with electrical power to my home. I, in turn naturally, agreed to allow ROCKY MOUNTAIN POWER/PACIFICORP's (formerly UTAH POWER AND LIGHT) meter reader(s) "access" of a "specified and limited" nature, not a general unspecified and unlimited nature, to my private property each month specifically for them to read my electrical power meter ONLY. No other access to my private property, implied or otherwise was ever granted to ROCKY MOUNTAIN POWER/PACIFICORP (formerly UTAH POWER AND LIGHT) at any time. Any other necessary "access", including troubleshooting power outages and making necessary repairs to electrical equipment located on my private property is considered "special" in nature and would only be granted at the time, I, the private property owner reported a power outage and or requested them to troubleshoot an electrical problem and make necessary repairs ONLY. Therefore, ROCKY MOUNTAIN POWER/PACIFICORP (formally UTAH POWER AND LIGHT) does not have autonomous authority in and of itself to access my private property to troubleshoot and or make necessary repairs to electrical equipment or for any other reason at any time, day or night until they receive notification from me authorizing and granting them permission at that time, on a one-time case-by-case basis only for them to proceed to do the specified request. Anything other than this is a trespass, invasion of my privacy, security, unalienable Rights, including my private property rights which cannot be diminished, as well as a violation of our existing contractual agreement.

Let me be clear on this issue of "access" which ROCKY MOUNTAIN POWER/PACIFICORP claims that I was denying them. I and no one else in my home has ever denied "access" to any of ROCKY MOUNTAIN POWER/PACIFICORP's meter readers or their company repair personnel as per our previously agreed upon terms of our long-standing contractual agreement over the years. However, there has never been in place any agreement for personnel from any third-party company to trespass on my private property and tamper with my, in this case electrical meter at any time, whether I am at home or if no one is at home, neither has there ever been in place any agreement with ROCKY MOUNTAIN POWER/PACIFICORP to "access" my private property to make a non-repair (or install a Trespassing Technology) when no request for such type of service was ever made, and no defective electrical equipment on my private property existed. So, if no defective electrical equipment existed on my private property and I did not call ROCKY MOUNTAIN POWER/PACIFICORP to report any troubles/problems with my electrical service and thus no electrical repairs were needed, what were there personnel doing on my private property without my consent which was contrary to our then existing contractual agreement?

Understand that this whole issue surrounds a matter of a then existing "contract" which

ROCKY MOUNTAIN POWER/PACIFICORP impaired my obligation to. This contractual relationship, as I said before has been in place since we moved in our home about 21 years ago when we requested ROCKY MOUNTAIN POWER/PACIFICORP (formerly UTAH POWER AND LIGHT) to install an analog electric meter (not a Trespassing Technology) and supply our home with electrical power, to which they agreed. This has worked smoothly without any problems or disputes until last year, when ROCKY MOUNTAIN POWER/PACIFICORP attempted to change the terms of our previously agreed upon and long standing “contract” without any prior proper notification or full disclosure that they were attempting to change said terms of or initiate a new contract without my knowledge and consent in order for them to bully their way onto my private property to make a non-repair (or install a Trespassing Technology) which was not part of my then existing contractual agreement with them.

As you well know, for any changes to be made to a contract, both parties must be, in agreement, and both parties must have clear understanding of any and all terms and changes in terms of said contract to be valid and binding. This is simply not the case in this matter. To allow this abuse to continue would be a travesty of justice. ROCKY MOUNTAIN POWER/PACIFICORP acknowledges the existence of our contractual relationship (see Exhibit B) then and now but in a skewed and twisted fashion, not relating the matter truthfully. They propagate deceptions and lies that the smart meter is safe and the homeowner is the antagonist and an uncooperative party for not wanting their smart meter (Trespassing Technology), making us the “bad guy”. This is like thugs attempting to break into your home and you resisting them, and then having them go to the authorities complaining that the homeowner is being uncooperative by not letting them into their home. This is indeed a criminal mentality to which the PUC/Legislature just turns a blind eye to. Why is it that the IDAHO PUBLIC UTILITIES COMMISSION/Legislature supports/sanctions this type of criminal behavior of a public utility? This seems to be a common practice from state to state and the people/inhabitants nearly always ends up with the short end of the stick.

There is no one or agency in the Idaho government advocating for the people/inhabitants in their plight with ROCKY MOUNTAIN POWER/PACIFICORP, but there is a government agency advocating for ROCKY MOUNTAIN POWER/PACIFICORP’s position – the IDAHO PUBLIC UTILITIES COMMISSION under the thumb of the state legislature. It is clear that this agency does not operate in the best interest of the people/inhabitants of Idaho. This whole picture is a one-sided equation not in my favor or other customers.

ROCKY MOUNTAIN POWER/PACIFICORP is now assuming and presuming that they have the right to alter an existing long-standing contractual relationship without my knowledge and consent anytime they please implying that they can come onto my private property anytime they wish to do whatever they wish, which they cannot.

Understand, I have committed no wrong in this instant matter and have done my due diligence in an attempt to resolve all issues in order to keep the peace and my electric power on although this proved to be to my detriment. They have been acting in bad faith and continue to walk in dishonor.

ROCKY MOUNTAIN POWER/PACIFICORP is a huge corporate giant with endless financial resources coming against this small single family who only desires to live in peace. This huge corporate giant seems to think that because they operate as a government sanctioned monopoly, knowing that customers have no other option or choice in power companies, they can just run rough shod over their perceived disobedient customers to force their unlawful will (Trespassing Technology) upon them by use of deception, lies, strong-arm intimidation tactics, threat, duress, and coercion (criminal acts) in order to covertly alter a previously agreed upon “contract” without my knowledge and consent – HOLDING MY ELECTRICAL POWER SERVICE AS RANSOM.

This is a matter of the big bully on the block going around breaching the peace, terrorizing and strong-arming the inhabitants in the neighborhood and bullying their way onto their customer’s private property and into their private lives. This is criminal behavior and it must be stopped.

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FACTUAL ALLEGATIONS

I, **John E. Rebb**, hereinafter referred to as complainant, in pro per, complaining of ROCKY MOUNTAIN POWER/PACIFICORP and their Trespassing Technology, respectfully alleging various crimes and felonious acts being perpetrated upon complainant as follows:

COUNT 1: BREACH OF THE PEACE. ROCKY MOUNTAIN POWER/PACIFICORP's unlawful intrusion onto complainant's private property and into complainant's home by way of a smart meter (Trespassing Technology) wire-tapping device, resulting in a breach of complainant's peace causing undue fear, severe anxiety, mental fatigue, as well as physical and emotional stress.

COUNT 2: EXTORTION. Extortion of complainant's will, consent, and rights through use of threat, duress, and coercion which induced complainant to accept, by wrongful use of fear, and under color of official right ROCKY MOUNTAIN POWER/PACIFICORP's smart meter (Trespassing Technology) **while holding the threat of electrical service disconnection over complainant's head.** -[use this statement if indeed RMP threatened to terminate power, if not, take it out.]

COUNT 3: IMPAIRMENT OF CONTRACT. Impairment of complainant's obligation of a previously existing contract between ROCKY MOUNTAIN POWER/PACIFICORP and complainant by use of threat, deception, strong-arm intimidation tactics, trickery, duress, and coercion causing complainant to submit to a change in the terms of complainant's existing contract in order to install a "smart" meter (Trespassing Technology) which was induced by wrongful use of fear and under color of official right against complainant's better judgement.

COUNT 4: EXTORTION. Extortion and takeover of complainant's private property for commercial use. ROCKY MOUNTAIN POWER/PACIFICORP, by wrongful use of fear and under color of official right, utilizing deception, strong-arm intimidation tactics, threat, duress, and coercion, did cause complainant to submit to the installation of a smart meter (Trespassing Technology) **[to avoid termination of complainant's electrical service for non-compliance. (Use if applicable)]**. This resulted in ROCKY MOUNTAIN POWER/PACIFICORP ability to take over complainant's private property in order to install a smart Meter "relay station" (Trespassing Technology) on complainant's property, for the sole benefit of ROCKY MOUNTAIN POWER/PACIFICORP and outside third-party entities without any just authorization and compensation to complainant for such. This amounts to theft, unlawful conversion of private property, unjust enrichment, and violation of complainant's FIFTH AMENDMENT right to not be deprived of complainant's right to life, liberty, or property, without due process of law.

COUNT 5: ILLEGAL WIRETAPPING. Illegal wiretapping and extraction of personal and private information without a lawfully issued and or executed search warrant, through the installation of an unlawful (as no free consent was given) surveillance/wiretapping device known as a smart meter (Trespassing Technology). Smart meter capabilities include, but not limited to monitoring, logging, storing, transferring, and sharing of daily personal and private habits and routines of occupants of private homes and then giving said information to unauthorized third-parties for profit, including police and federal government snoop agents, all without the homeowner's or other occupants consent and knowledge (consent, in this case was given through wrongful use of fear) to do so. This amounts to gross violation of complainant's FOURTH AMENDMENT right to be secure in complainant's person, houses, papers, and effects, against unreasonable searches and seizures, as well as complainant's FIFTH AMENDMENT right to not be deprived of complainant's right to life, liberty, or property, without due process of law.

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COUNT 6: GROSS NEGLIGENCE; HAZARDOUS NEGLIGENCE. The “gross negligence”, or reckless and wanton behavior of ROCKY MOUNTAIN POWER/PACIFICORP is manifest in their failure to exercise even slight care, and *evidences* a reckless disregard of complainant’s life and safety, as well as of others in complainant’s household, by exposing complainant to the dangerous/hazardous health effects of a smart meter (Trespassing Technology) which they have installed on complainant’s private property against complainant’s will and consent. There intentional failure to perform a manifest duty to truthfully inform complainant of the actual dangers of a smart meter is in reckless disregard of the consequences as affecting complainant’s health, life, and property, including a gross want of care and regard for complainant’s rights and the rights of others in complainant’s household.

Their behavior is also “hazardous negligence” due to ROCKY MOUNTAIN POWER/PACIFICORP’s careless or reckless conduct by exposing complainant and other members of complainant’s household to the very great danger of injury and imminent peril now that the installation of their smart meter (Trespassing Technology) on complainant’s home has taken place.

COUNT 7: ACTIONABLE FRAUD. ROCKY MOUNTAIN POWER/ PACIFICORP has committed an “actionable fraud” against complainant by use of deceptive practices to induce complainant to part with complainant’s legal right(s), to include complainant’s long-standing existing contractual agreement with ROCKY MOUNTAIN POWER/ PACIFICORP, as well as unlawfully commandeering complainant’s private property for commercial use by installing a “relay station” (smart meter Trespassing Technology) without complainant’s consent by making false representations with the intention to deceive. Further, it appears that ROCKY MOUNTAIN POWER/PACIFICORP makes a material representation which is knowingly false concerning their smart meter (Trespassing Technology), making such representation without any knowledge of its truth and as a positive assertion that smart meters are safe, and made it with the intention that it should be acted on by complainant. As complainant was induced to submit to the installation of their smart meter under threat of termination of electric service and other wicked and wanton acts on the part of ROCKY MOUNTAIN POWER/PACIFICORP, complainant now fears that an ongoing and cumulative injury/harm and degradation of complainant’s health is being perpetrated upon complainant and others in complainant’s household as a result of continual day-to-day exposure to the powerful electromagnetic radiation emanating from the smart meter.

COUNT 8: INTENT TO COMMIT HARM (willfulness). By installing a smart meter on complainant’s home, ROCKY MOUNTAIN POWER/PACIFICORP acknowledges their willful intent to commit harm upon complainant and others in complainant’s household on a continual ongoing basis. Harm is manifest not only through physical harm caused by the dangerous radiation emanating from the smart meter, but harm to the rights of complainant and others in complainant’s household, including but not limited to complainant’s FIRST AMENDMENT right to freedom of religious preferences and practices which includes the right to not allow certain things (smart meter radiation) to come between complainant and his God or to knowingly accept that which is harmful to complainant’s health and well-being, and FOURTH AMENDMENT right to be secure in complainant’s person, houses, papers, and effects, against unreasonable searches and seizures (smart meter illegal wiretapping device), as well as complainant’s FIFTH AMENDMENT right to not be deprived of complainant’s right to life, liberty, or property, without due process of law.

COUNT 9: ELDER ABUSE AND OR CHILD ABUSE. [if this does not apply to you just remove Count 9] This amounts to knowingly and willfully doing something that a reasonable person would not do which endangers the life and health of an elderly person and or a child.

ROCKY MOUNTAIN POWER/PACIFICORP, having foreknowledge of complainant’s age (99-years-old) and physical conditions, has willfully chosen to use fear tactics and color of official right to abuse complainant on a continual ongoing basis by negligent infliction of physical

pain (insomnia, headaches, ringing in ears, confusion, stomach upset, dizziness, nausea, depression, anxiety, memory loss, fatigue, tremors, tingling, muscle spasms, pressure behind eyes, deteriorating vision, cataracts, sinusitis, asthma, heart palpitations, chest pains, arrhythmia, skin rashes, facial flushing, etc.), and mental injury as a result of the installation of their dangerous and harmful radiation emitting smart meter (Trespassing Technology) on complainant's home against complainants will and free consent, which makes this a criminal act as per, TITLE 18-1505, subsection 2 & 4 of the Idaho Statutes.

DEFINITIONS

From: Black's Law Dictionary, Fourth Edition

EXTORT. To compel or coerce, as a confession or information by any means serving to overcome one's power of resistance, or making the confession or admission involuntary. Sutton v. Commonwealth, 207 Ky. 597, 269 S.W. 754, 757.

To gain by wrongful methods, to obtain in an unlawful manner, to compel payments by means of threats of injury to person, property, or reputation. McKenzie v. State, 113 Neb. 576, 204 N.W. 60, 61; State v. Richards, 97 Wash. 587, 167 P. 47, 48. To take from unlawfully; to exact something wrongfully by threats or putting in fear. State v. Adams, Del., 106 A. 287, 288, 7 Boyce, 335. See Extortion.

The natural meaning of the word "extort" is to obtain money or other valuable thing either by compulsion, by actual force, or by the force of motives applied to the will, and often more overpowering and irresistible than physical force. Com. v. O'Brien, 12 Cush., Mass., 90.

EXTORTION. Unlawful obtaining of money from another. People v. Parkinson, 181 Misc. 603, 41 N.Y.S.2d 331, 334.

Obtaining of property from another, with his consent, induced by wrongful use of force or fear, or under color of official right. And see State v. Logan, 104 La. 760, 29 So. 336; In re Rempfer, 51 S.D. 393, 216 N.W. 355, 359, 55 A.L.R. 1346; Lee v. State, 16 Ariz. 291, 145 P. 244, 246, Ann.Cas.1917B, 131. Obtaining of property of another by threats to injure him and to destroy his property, State v. Phillips, 62 Idaho 656, 115 P.2d 418, 420. Taking or obtaining of anything from another by means of illegal compulsion or oppressive exaction, Daniels v. U. S., C.C.A.Cal., 17 F.2d 339, 342; whether by an officer or otherwise, United States v. Dunkley, D.C.Cal., 235 F. 1000, 1001.

A taking under color of office is of essence of offense. La Tour v. Stone, 139 Fla. 681, 190 So. 704, 709, 710.

At common law, any oppression by color or pretense of right, and particularly and technically the exaction or unlawful taking by an officer of money or thing of value, by color of his office, either when none at all is due, or not so much is due, or when it is not yet due. Preston v. Bacon, 4 Conn. 480. See People v. Barondess, 16 N.Y.S. 436, 61 Hun, 571; Murray v. State, 125 Tex.Cr.R. 252, 67 S.W.2d 274, 275; State v. Anderson, 66 N.D. 522, 267 N.W. 121, 123; Whart.Cr.L. 833.

Term in comprehensive or general sense signifies any oppression under color of right, and in strict or technical sense signifies unlawful taking by any officer, under color of office, of any money or thing of value not due him, more than is due, or before it is due. State v. Barts, 132 N.J.L. 74, 38 A.2d 838, 843, 844, 848; State v. Vallee, 136 Me. 432, 12 A.2d 421.

To constitute "extortion," money or other thing of value must have been willfully and corruptly received. La Tour v. Stone, 139 Fla. 681, 190 So. 709, 710.

To constitute "extortion," the wrongful use of fear must be the operating cause producing consent. People v. Biggs, 178 Cal. 79, 172 P. 152, 153.

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CONCLUSION

I respectfully request that you and your OFFICE of the ATTORNEY GENERAL investigate this entire matter concerning this wicked and wanton behavior and the strong-arm intimidation tactics of ROCKY MOUNTAIN POWER/PACIFICORP and why they are permitted to continue to violate and interfere with customer's long-standing valid contractual agreements against their will and free consent, as well as violating their FOURTH and FIFTH AMENDMENT Rights, and other violations mentioned above, and also why the IDAHO PUC/State Legislature permits/sanctions this type of criminal behavior with no regard for the people/utility customers.

Please feel free to contact me if you have any questions, at 000-000-0000 or JohnE.Rebb@liberty.com.

Thank you in advance for your time and consideration in remedying this matter as soon as possible in order that justice may be done.

Very truly,

John E. Rebb, Sui Juris

Date

Witness to signature #1

Witness to signature #2