

COMPLAINT

To: OFFICE of the ATTORNEY GENERAL
State of Idaho
Attn: Raúl R. Labrador
700 W. Jefferson Street
Boise, Idaho 83720-0010

Date: **March 20, 2023**

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

RE: Installation of “Smart” Meter and threat of service disconnection

Dear Sir,

I am a 99-year old widow, legally blind, deaf, and hyper-electro sensitive, currently faced with the real possibility of having my power/electrical service disconnected in less than 15 days (see disconnect letter, dated March 1, 2023, Exhibit A). I have attempted over and over again, in good faith to resolve all issues with ROCKY MOUNTAIN POWER/PACIFICORP which have led up to this point where they are now threatening to shut my power off, in spite of the fact that I have always paid my power bill each month and am currently not late with payment. They, in turn are the aggressor operating in bad faith, using strong-arm intimidation tactics, threat, duress, and coercion in order to unlawfully force their will upon me and my private property while silencing my legitimate claim(s) against them. It is important for you to understand that ROCKY MOUNTAIN POWER/PACIFICORP has not responded to any of my timely correspondence, which includes a conditional offer to resolve the issues between us. They have arrogantly and contemptuously remained silent on all my documents, documents to which they have a legal and moral obligation to speak. Silence, as you well know is indicative of fraud and bad faith.

This COMPLAINT arises over matters concerning myself and ROCKY MOUNTAIN POWER/PACIFICORP in regards to their intention to install a “Trespassing Technology” known as a “Smart” type meter on my home, located at **1776 Independence Way, Freedom, Idaho**, contrary to my existing and long-standing contractual agreement with them, as well as my will and consent.

Please find attached my DECLARATION in the form of an AFFIDAVIT in support of this letter of COMPLAINT, along with supporting Exhibits A, B, and C.

Last year, I received an undated and unsigned letter from ROCKY MOUNTAIN POWER/PACIFICORP (see Exhibit B) on or around November 22, 2022 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 their smart meter (Trespassing Technology). Instead of calling the 800 number I decided to write them a letter (see Exhibit C) informing them that they are attempting to change the terms of our long-standing contract/agreement without providing me with “full disclosure” of the terms of the proposed changes, and that I do not want or authorize them to install a smart meter on my home, instructed them to CEASE & DESIST in their unlawful and unnecessary action against me. Also included with my letter was their original letter, which I returned to them with my “Returned for Cause” statement (see Exhibit B) written on it. Please note that one set of original

documents was sent to the return address on their mailing envelope at P.O. Box 400, Portland, Oregon 97207, and the other set of original documents to the address on the letterhead inside their mailing envelop at 1407 West North Temple, Salt Lake City, Utah 84126.

On March 12, 2023, I received another unsigned letter (see Exhibit A) stating that this is a **“SECOND NOTICE: Required Access for Meter Upgrade at 1776 Independence Way, Freedom, ID”**, and that their contractor was refused “access” to perform a meter (Trespassing Technology) exchange, knowing full well that they are already in DEFAULT by tacit acquiescence, therefore having no standing to proceed. 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. Be advised that this issue/matter has already been resolved as a result of ROCKY MOUNTAIN POWER/PACIFICORP’s tacit acquiescence due to their silence on all my series of documents which they received. In this 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,...” 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).

INTRODUCTION [BRIEF HISTORY]

As it stands now, there has been in place for the past 37 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, have 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 long-standing and existing contractual agreement.

Let me be clear on this issue of “access” which ROCKY MOUNTAIN POWER/PACIFICORP claims that I am 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 exists. So, if no defective electrical equipment exists 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/are needed, what are there personnel doing on my private property and or attempting to access my private property without my consent, which they know is contrary to our existing contractual agreement?

Understand that this whole issue surrounds a matter of an existing “contract” which ROCKY MOUNTAIN POWER/PACIFICORP are attempting to impair my obligation to. This contractual relationship, as I said before has been in place since we built our home about 37 years ago when we requested ROCKY MOUNTAIN POWER/PACIFICORP (previously 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 is not part of our existing contractual agreement.

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 A) 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 and never comes to the aide of the customers? 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. It is clear that this agency does not operate in the best interest of the people/inhabitants of Idaho primarily because their hands are tied by the legislature. 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 our existing long-standing contractual relationship without our knowledge and consent anytime they please implying that they can come onto my private property anytime they please 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. ROCKY MOUNTAIN POWER/PACIFICORP on the other hand have completely ignored my timely CONDITIONAL ACCEPTANCE and follow-up documents, choosing to stand mute. They

have acted in bad faith and continue to walk in dishonor. Their silence is palpable and unacceptable.

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 (all 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 neighborhoods and bullying their way onto their customer’s private property and into their private lives. This is criminal behavior and it must be stopped.

FACTUAL COUNTS

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

COUNT 1: BREACH OF THE PEACE. ROCKY MOUNTAIN POWER/PACIFICORP’s attempted 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: ATTEMPTED EXTORTION. Attempted Extortion of complainant’s will, consent, and rights through use of threat, duress, and coercion in order to induce complainant to capitulate, by wrongful use of fear and under color of official right to ROCKY MOUNTAIN POWER/PACIFICORP’s unlawful compulsion to accept their smart meter (Trespassing Technology) while holding the threat of electrical service disconnection over complainant’s head.

COUNT 3: IMPAIRMENT OF CONTRACT. Impairment of complainant’s obligation of an existing contract between ROCKY MOUNTAIN POWER/PACIFICORP and complainant by use of threat, deception, strong-arm intimidation tactics, trickery, duress, and coercion. Violators are attempting to change terms of an existing contract and or create a new contract with complainant in order to install a “smart” meter (Trespassing Technology) without the authorization/consent of complainant by wrongful use of fear and under color of official right, hoping complainant will grant coerced or tacit agreement for such contract changes by either omitting to perform a particular act or through the performance of a particular act induced under compulsion in order to get their smart meter (Trespassing Technology) installed on complainant’s home.

COUNT 4: ATTEMPTED EXTORTION. Attempted 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 are attempting to commandeer 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 would amount 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.

Note: If attempted murder is prosecutable, then attempted extortion by use of threat, duress, and coercion is also prosecutable.

COUNT 5: ATTEMPTED ILLEGAL WIRETAPPING. ROCKY MOUNTAIN POWER/PACIFICORP is attempting to illegally wiretap complainant’s home and extract personal and private information without a lawfully issued and or executed search warrant, through the

installation of an unlawful (as no consent is given) surveillance/bugging 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 to do so. This would amount 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.

COUNT 6: THREAT TO COMMIT HARM. Threat with Intent to Commit Harm to complainant and other household members by threatening to shut off electrical power to complainant's property/house if complainant does not allow ROCKY MOUNTAIN POWER/ PACIFICORP to install a smart meter (Trespassing Technology) on complainant's house. Termination of electrical power will cause severe hardship, stress, and duress, as well as severe physical and emotional harm to this already frail 99-year-old complainant.

COUNT 7: 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 attempting to expose us to the dangerous/ hazardous health effects of a smart meter (Trespassing Technology) which they are attempting to install on complainant's private property against complainant's will and consent. Their 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 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 attempting to expose complainant and other members of complainant's household to the very great danger of injury and imminent peril should the installation of their smart meter (Trespassing Technology) on complainant's home take place.

COUNT 8: ACTIONABLE FRAUD. ROCKY MOUNTAIN POWER/ PACIFICORP has committed an "actionable fraud" against complainant by use of deceptive practices in an attempt 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 attempting to commandeer 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. If complainant acts and complies with this false representation, complainant fears and believes an impending injury will be suffered by complainant and possibly others in complainant's household as well.

COUNT 9: ELDER ABUSE. This amounts to knowingly and willfully doing something that a reasonable person would not do which inflicts physical and emotional pain and mental injury to an elderly person. ROCKY MOUNTAIN POWER/PACIFICORP, having foreknowledge of complainant's age (99-years-old) and physical conditions, continues to acknowledge their intent to abuse complainant by negligent infliction of physical pain and mental injury by continuing their

strong-arm intimidation tactics, threats, duress, and coercion against complainant in their attempt to install a dangerous and health-hazardous smart meter against complainants will, 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.

GROSS NEGLIGENCE. The intentional failure to perform a manifest duty in reckless disregard of the consequences as affecting the life or property of another; such a gross want of care and regard for the rights of others as to justify the presumption of willfulness and wantonness. Seelig v. First Nat. Bank, D.C.IIL, 20 F.Supp. 61, 68.

The failure to exercise slight care. Jones v. Atchison, T. & S. F. Ry. Co., 98 Kan. 133, 157 P. 399, 400; Burton Const. Co. v. Metcalfe, 162 Ky. 366, 172 S.W. 698, 701.

In the law of torts (and especially with reference to personal injury cases), the term means such negligence as evidences a reckless disregard of human life, or of the safety of persons exposed to its dangerous effects, or that entire want of care which would raise the presumption of a conscious indifference to the rights of others which is equivalent to an intentional violation of them. McDonald v. Railroad Co., Tex.Civ.App., 21 S.W. 775; Railroad Co. v. Bodemer, 139 Ill. 596, 29 N.E. 692, 32 Am.St.Rep. 218; Coit v. Western Union Tel. Co., 130 Cal. 657, 63 P. 83, 53 L.R.A. 678; Bremer v. Lake Erie & W. R. Co., 318 Ill. 11, 148 N. E. 862, 866, 41 A.L.R. 1345.

Indifference to present legal duty and utter forgetfulness of legal obligations, so far as other persons may be affected, and a manifestly smaller amount of watchfulness and circumspection than the circumstances require of a person of ordinary prudence. Burke v. Cook, 246 Mass. 518, 141 N.E. 585, 586. Negligence bordering on recklessness. People v. Adams, 289 Ill. 339, 124 N.E. 575, 577.

Words "gross negligence," are equivalent to words "reckless and wanton." Jones v. Commonwealth, 213 Ky. 356, 281 S. W. 164, 167.

HAZARDOUS NEGLIGENCE. Such careless or reckless conduct as exposes one to very great danger of injury or to imminent peril. Riggs v. Standard Oil Co., C.C.Minn., 130 F. 204.

• **ACTIONABLE.** That for which an action will lie, furnishing legal ground for an action.

ACTIONABLE FRAUD. Deception practiced in order to induce another to part with property or surrender some legal right; a false representation made with an intention to deceive; may be committed by stating what is known to be false or by professing knowledge of the truth of a statement which is false, but in either case, the essential ingredient is a falsehood uttered with intent to deceive. Sawyer v. Prickett, 19 Wall. 146, 22 L. Ed. 105.

To constitute "actionable fraud," it must appear that defendant made a material representation; that it was false; that when he made it he knew it was false,- or made it recklessly without any knowledge of its truth and as a positive assertion; that he made it with intention that it should be acted on by plaintiff; that plaintiff acted in reliance on it; and that plaintiff thereby suffered injury. Blair v. McCool, 136 Or. 139, 295 P. 950, 952. Essential elements are representation, falsity, scienter, deception, and injury. Cobb v. Cobb, 211 N.C. 146, 189 S.E. 479, 482.

CONCLUSION

It is my sincere wish 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 my, as well as many other ROCKY MOUNTAIN POWER/PACIFICORP customer's existing valid contractual agreements against their will and consent, FOURTH and FIFTH AMENDMENT Rights, and other violations as mentioned above, and also why the IDAHO PUC/State Legislature permits/sanctions this type of criminal behavior.

As time is of the essence, I respectfully request that this matter be given priority status and a timely remedy sought in order to avoid the apparent upcoming electrical service disconnection in just a matter of days, not just for myself but for many other ROCKY MOUNTAIN POWER/PACIFICORP customers similarly situated.

Please feel free to contact me if you have any questions, at 000-000-0000 or at my son's email at JohnERebb@superiorauthority.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,

Joan E. Rebb, Sui Juris

Date

Witness to signature #1

Witness to signature #2