

DECLARATION OF John or Joan E. Rebb
IN THE FORM OF AN AFFIDAVIT

I, **John or Joan E. Rebb**, being of sound mind do make this Declaration of my own free will without any undue outside influence.

I declare the following:

1. On November 22, 2022, I did receive an undated and unsigned letter from ROCKY MOUNTAIN POWER/PACIFICORP stating that their installer couldn't "access" the meter base at **1776 Independence Way, Freedom, Idaho** in order to install a smart meter. This letter also instructed me to call their 800 number to resolve any access issues and set an appointment to have my meter updated.
2. On December 1, 2022, I sent/served by Registered mail to ROCKY MOUNTAIN POWER & GARY W. HOOGEVEEN, PRESIDENT PACIFICORP at 1407 West North Temple, Salt Lake City and the same by Certified mail to P.O. Box 400, Portland, Oregon, a CONDITIONAL ACCEPTANCE with a cover letter addressing the letter that they sent to me. In this mailing I also included their original letter with my "Returned for Cause" statement on it. ROCKY MOUNTAIN POWER & GARY W. HOOGEVEEN, PRESIDENT PACIFICORP did not respond to this CONDITIONAL ACCEPTANCE.
3. On January 6, 2023, I sent/served Certified mail to ROCKY MOUNTAIN POWER & GARY W. HOOGEVEEN, PRESIDENT PACIFICORP a COURTESY NOTICE to both addresses noted in number 2 above giving them 3 more days to respond to my CONDITIONAL ACCEPTANCE of December 1, 2022. They did not respond to this COURTESY NOTICE.
4. On January 26, 2023, I sent/served Certified mail to ROCKY MOUNTAIN POWER & GARY W. HOOGEVEEN, PRESIDENT PACIFICORP a NOTICE OF FAULT to both addresses noted in number 2 above giving them 5 more days to cure their error and respond to my CONDITIONAL ACCEPTANCE of December 1, 2022. They did not respond to this NOTICE OF FAULT which put them in DEFAULT.
5. On February 15, 2023, I sent/served Certified mail to ROCKY MOUNTAIN POWER & GARY W. HOOGEVEEN, PRESIDENT PACIFICORP a NOTICE OF DEFAULT informing them of their DEFAULT and tacit acquiescence to and agreement with my position as enumerated in my CONDITIONAL ACCEPTANCE of December 1, 2022, as well as my cover letter of same date, along with a NOTICE OF ESTOPPEL to both addresses noted in number 2 above. This NOTICE OF ESTOPPEL notifies ROCKY MOUNTAIN POWER & GARY W. HOOGEVEEN, PRESIDENT PACIFICORP that they are estopped from any and all further action(s), claims, counterclaims, demands, and or suits against me, concerning the matter of their attempted installation of a smart meter on my property located at **1776 Independence Way, Freedom, Idaho**.
6. My NOTICE OF ESTOPPEL of February 15, 2023 includes a notice of an implied contract with specified terms due to their tacit acquiescence agreement and subsequent DEFAULT informing ROCKY MOUNTAIN POWER & GARY W. HOOGEVEEN, PRESIDENT PACIFICORP that

violation of said terms of this ESTOPPEL will be construed as an offense against me making them liable to me for damages in the amount of \$1,000,000.00 U.S. (One Million Dollars) due and payable upon demand within 30 days of such demand. This ESSTOPPEL also informs them that this is an implied contract and self-executing contract enforceable in court and that violating this ESTOPPEL signifies “performance” on their part constituting their acceptance of the terms of said ESTOPPEL.

7. On or around March 12, 2023, I received an unsigned threatening letter from ROCKY MOUNTAIN POWER/PACIFICORP stating that their contractor was refused access to perform a meter exchange at my home at 1776 Independence Way, Freedom, Idaho and that this was their second written notice. This letter also instructed me to contact them at their 800 number to resolve access issues and set an appointment to have my meter updated and then given 15 days from date of said letter (March 1, 2023) to comply or they will refer my account to their service disconnection process, holding my electrical service hostage and threatening to shut off my electrical power.
8. Point 7 above verifies ROCKY MOUNTAIN POWER & GARY W. HOOGEVEEN, PRESIDENT PACIFICORP’s violation of my ESTOPPEL signifying “performance” on their part, indicating acceptance of the terms of said ESTOPPEL, initiating their liability to me for damages in the amount of \$1,000,000.00 U.S. (One Million Dollars).
9. At no time, past or present have I or anyone else in my household ever denied “access” to ROCKY MOUNTAIN POWER to come onto my private property to read the electric meter.
10. I am a 99-year-old widow living on a fixed income who is legally blind, deaf, and hyper-electro sensitive. ROCKY MOUNTAIN POWER’s threats and strong-arm intimidation tactics, has caused me a great deal of endless, anxiety, fatigue, emotional and mental distress, headaches, insomnia, and severe stomach upset. I consider ROCKY MOUNTAIN POWER’s use of abusive threats, duress, and coercion in an attempt to get me to consent to accepting a smart meter on my home, to be negligent infliction of physical pain and mental injury as per TITLE 18-1505, subsection 2 & 4 of the Idaho Statutes.

I, **John or Joan E. Rebb**, affirm and certify on my own unlimited commercial liability that I have read the above affidavit and do know the contents to be the truth, the whole truth, correct and complete to the best of my knowledge, and willing to testify to this.

John or Joan E. Rebb, Sui Juris

Date

Witness to signature #1

Witness to signature #2

NOTARY SEAL