

## AMENDED CRIMINAL COMPLAINT

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

Date: May 20, 2023

From: Jacoba H. van Mastrigt  
5447 E. Hacienda Dr.  
Idaho Falls, Idaho [83406]

RE: "Smart" Meter (Trespassing Technology)/threat of power shutoff (Case No: PAC-E-23-04)

Dear JAN NORIYUKI,

This AMENDED CRIMINAL COMPLAINT supersedes and replaces COMPLAINT dated March 20, 2023.

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 AMENDED CRIMINAL 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 5447 E Hacienda Dr., Idaho Falls, Idaho, contrary to my existing and long-standing implied 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 AMENDED CRIMINAL COMPLAINT, along with supporting Exhibits A, B, C, D, E, F, G, H and I.

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) along with my attached CONDITIONAL ACCEPTANCE dated December 1, 2022 (see Exhibit D), conditionally accepting their offer to install a smart meter (Trespassing Technology) on my home, giving them 15 days to respond to said CONDITIONAL ACCEPTANCE and other documents (see COURTESY NOTICE, Exhibit E; NOTICE OF FAULT, Exhibit F; NOTICE OF DEFAULT, Exhibit G; and NOTICE OF ESTOPPEL, Exhibit H) which followed, all of which they have failed to answer as required, putting them in DEFAULT. 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 envelope 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 5447 E Hacienda Dr Idaho Falls, 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,..."(2)(d), however, upgrading the metering device or replacing existing electric meter with a smart meter (Trespassing Technology) is not listed as an authorized or required or purpose of "access".

### **INTRODUCTION [BRIEF HISTORY]**

As it stands now, there has been in place for the past 37 or so years a relationship of an implied "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 implied 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 implied contractual agreement?

Understand that this whole issue surrounds a matter of an existing implied “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 implied 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 implied 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 implied 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, Jacoba H. van Mastrigt, hereinafter referred to as complainant, in pro per, complaining of ROCKY MOUNTAIN POWER/PACIFICORP & GARY W. HOOGEVEEN, PRESIDENT, hereinafter known as violators, and their Trespassing Technology, respectfully alleging various felonious acts being perpetrated upon complainant as follows:

**COUNT 1: ACTIONABLE FRAUD.** Violators have committed an "actionable fraud" against complainant by use of deceptive practices in an attempt to induce complainant to surrender and part with complainant's legal/lawful right(s) by violator's false representations made with an intention to deceive. Violators assert that complainant/customers is/are required to provide violators "access" to the meter base in order for violators to install a smart meter (Trespassing Technology) on complainant's home, using Electric Service Regulations No's. 6 and 7 as their authority to demand such. However, upgrading the metering device or replacing existing electric meter with a smart meter (Trespassing Technology) is not listed in Regulation 6 or 7 as an authorized or required purpose of "access".

Further, in violator's undated and unsigned letter to complainant (see Exhibit B), received by complainant on or about November 22, 2022, violators state that *"As required by the Idaho Public Service Commission, clear and safe access must be available to electric meters for inspection, maintenance, meter upgrades, and to enable us to respond to any emergencies."* This statement is intentionally deceptive and misleading in its wording in order to induce complainant/customers to believe that they are required to allow violators to install a smart meter (Trespassing Technology) on their homes when in fact, they are not. Violators cleverly disguise the term "Idaho Public Utilities Commission" or IPUC with their fabricated term "Idaho Public Service Commission" or the IPSC which does not exist. Further, violators interpolate Electric Service Regulation 6(2)(d) to include violators made up term "meter upgrades" which is clearly not included in the official Electric Service Regulation No. 6(2)(d). Again, upgrading the metering device or replacing existing electric meter with a smart meter (Trespassing Technology) is not listed in Regulation 6 or 7 as an authorized or required purpose of "access".

**COUNT 2: BREACH OF CONTRACT.** Breach and impairment of complainant's obligation of an existing implied contract between violators and complainant by use of threat, deception, strong-arm intimidation tactics, trickery, duress, and coercion. Violators are attempting to change terms of

an existing implied 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 3: BREACH OF THE PEACE.** Violators are attempting an 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 4: 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 violators unlawful compulsion to accept their smart meter (Trespassing Technology) while holding the threat of electrical service disconnection over complainant’s head.

**COUNT 5: ATTEMPTED EXTORTION.** Attempted extortion and takeover of complainant’s private property for commercial use. Violators, 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 violators 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 6: ATTEMPTED ILLEGAL WIRETAPPING.** Violators are 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 7: THREAT WITH INTENT 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 violators 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 8: GROSS NEGLIGENCE; HAZARDOUS NEGLIGENCE.** The “gross negligence”, or reckless and wanton behavior of violators 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. 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 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 violators 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 9: ACTIONABLE FRAUD.** Violators have 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 violators, 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 violators make 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 10: 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. violators, 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.Ill, 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.

### **RELIEF SOUGHT**

Therefore, complainant seeks the following relief in order to maintain complainant's Constitutionally secured Rights under the FIRST, FOURTH, and FIFTH AMENDMENTS, in order for complainant to continue exercising complainant's religious right to make complainant's own determination and decisions as to what is and is not safe or harmful, and what complainant will be exposed to without interference from outside third parties, and that complainant will continue to be secure and protected in complainant's person, house, papers, and effects, against unreasonable searches and seizures, as well as continuing complainant's right to not be deprived of life, liberty, and property without due process of law. Further, relief is sought from the harassment, abusive demands, threats, and tactics as enumerated in the COUNTS above, and that violators **be so ordered:**

1. To **CEASE AND DESIST** in sending out to complainant any further deceptive letters/notices and/or any statement(s) with false representations of fact concerning the Electric Service Regulations, Numbers 6 and 7 in particular, claiming that violators have authority, as per Electric Service Regulation No. 6 to install a smart meter (Trespassing Technology) on complainant's home against the free will of complainant, and that complainant, as per said Regulation is required to comply and accept said meter.

2. To **CEASE AND DESIST** in claiming that violators have authority, as per Electric Service Regulations No. 6 and 7, and UCRR 302.01, and using such to threaten termination of complainant's electric power service for refusing a smart meter (Trespassing Technology) where no such specific authority exists.

3. To **CEASE AND DESIST** in violator's false claim that complainant has previously denied and is continuing to deny violators "access" to the meter base, when they have had it all along, and further;

4. To **CEASE AND DESIST** in any further attempts to install a smart meter (Trespassing Technology) on my home located at 5447 E. Hacienda Dr., Idaho Falls, Idaho, and further;



5. To **CEASE AND DESIST** in any further use of harassment, deception, threats, strong-arm intimidation tactics, trickery, duress, and/or coercion to compel complainant to submit to accepting the installation of their smart meter (Trespassing Technology), and further;
6. To **CEASE AND DESIST** in making any further false claim(s) that violators and the IDAHO PUBLIC UTILITIES COMMISSION have the exclusive right to deem something (smart meter Trespassing Technology in this case) safe and nonharmful for complainant, and that complainant must accept violator's smart meter (Trespassing Technology) because violators believe complainant has no say in the matter, and further;
7. To **CEASE AND DESIST** in any further threats to terminate electric power service at complainant's home located at 5447 E. Hacienda Dr., Idaho Falls, Idaho for refusing the installation of their hazardous RF emitting smart meter (Trespassing Technology), and further;
8. To not terminate/shut off electric power service to complainant's home located at 5447 E. Hacienda Dr., Idaho Falls, Idaho, as there is no lawful/legal authority found in any of the Electric Service Regulations or otherwise, to shut off power for complainant's refusal to allow the installation of a hazardous RF microwave radiation emitting smart meter (Trespassing Technology), and further;
9. To acknowledge and accept (in addition to the so-called evidence and studies that they post on their website that smart meters are safe) the overwhelming evidence put forth by hundreds, if not thousands of independent studies showing the harmful and detrimental effects of RF microwave radiation, and further;
10. To recognize and accept the fact that complainant, and complainant alone reserves the exclusive right to determine and decide in this life what is safe and what is not safe for complainant, and that it is not for violators or anyone else for that matter to determine and decide what is good for complainant and what complainant must live with and be continually subjected to, such as exposure to the extremely high and dangerous continuous RF microwave radiation in this case.

**Therefore**, in the interest of justice, complainant strongly urges the IDAHO PUBLIC UTILITIES COMMISSION to enforce the law and rights of complainant, to include, complainant's FIRST, FOURTH, and FIFTH AMENDMENT rights as articulated herein, and thus deny/dismiss violators "ANSWER AND MOTION TO DISMISS", dated May 10, 2023, with prejudice for reasons stated above and for failure to state a lawful claim for which relief can be granted.

### **CONCLUSION**

The notion that government, corporations, or other people can decide what is good for someone else or force their will upon others, and then cram something down their throats contrary to the free will of the victim is inconceivable, unconscionable, and unlawful in America. It always has been. This is not our heritage. Submission and compliance is not our American heritage. Government and corporate domination is not our heritage. REBELLION is our true heritage, to wit: *"Those who already walk submissively will say there is no cause for alarm. But submissiveness is*

*NOT OUR HERITAGE. The First Amendment was designed to allow rebellion to remain as our Heritage. The Constitution was designed to **KEEP GOVERNMENT OFF THE BACKS** of the People. The Bill of Rights was added to keep the precincts of belief and expression, the press, of political and social activities **FREE** from surveillance. The Bill of Rights was designed to **KEEP AGENTS** of government and **OFFICIAL EAVESDROPPERS** away from Assemblies of People. The aim was to allow men to be **FREE and INDEPENDENT** and to **ASSERT THEIR RIGHTS** against [corrupt] government.” LAIRD v. TATUM 408 US 1 (1972) U.S. Supreme Court [emphasis added]*

Since all corporations are creations and instrumentalities of government, and there is no such thing as inherent sovereignty in government or corporations, sovereignty resides and remains with the people as they are the authors and source of law in America. The people are also the creators of the government, not the other way around, therefore neither government or their creations (corporations) can tell the people what to do and then force them to obey. That is criminal assault, and possibly battery. Complainant is under no obligation to obey the edicts of any government or corporation, especially when no crime has been committed.

A fictitious inanimate entity known as a corporation has no legal/lawful standing over the flesh and blood inhabitants on the land. There is absolutely no lawful authority for such behavior. The violators are exercising a power which was never lawfully given to them, presuming that they, the created are greater than that which created them (it). The government and its corporations have forgotten the proper master-servant relationship, that the inhabitants are the masters and that they are the servants, and that the servants never tell their masters what to do in their own house.

We are not only experiencing out of control runaway government but out of control and runaway corporations as well. Government has forgotten that their first duty is to the people/inhabitants that pay their salaries, and that corporations come second. If government in America was not designed to be over the people/inhabitants, then corporations certainly cannot be over the people in any way, shape, or form. So why are the violators (corporation(s)) flexing their muscles against their customers, including complainant? How is it that violators can decide what is good for complainant without complainant's ability to decide these critical things for complainant's own self, and how is it that violators are not allowing complainant and those similarly situated to participate in such important decisions affecting the health and safety of complainants, and then command complainant that complainant is going to accept the ruling/edict of the violators and accomplices against the free will of complainant whether complainant likes it or not? This is the type of mentality and behavior that one would expect to find in the synagogue of Satan!

This whole matter is really quite simple. Is it lawful or ok for a corporation to make a demand upon their customer(s) to do a certain thing which customer(s) does/do not want to do because customer(s) feels it is unsafe and not healthy, or that it would compromise their privacy and security, and then hold customer's electric power service over their heads as ransom if customer(s) do not submit to accepting their smart meter (Trespassing Technology)? Is this not the pure definition of extortion? Is this not equally an actual crime? Complainant asserts that it is a crime, and that the violators must be held accountable for their unlawful actions, that justice may prevail.

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Complainant strongly urges you to investigate this entire matter concerning this wicked and wanton behavior and the strong-arm intimidation tactics of the violators and why they are permitted to continue to violate and interfere with complainant, as well as many other violators 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, complainant respectfully requests 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 customers similarly situated.

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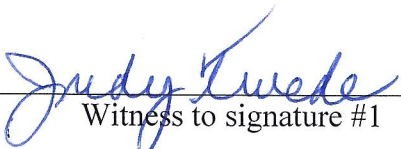
Please feel free to contact me if you have any questions, at 208-616-3212 or at my son's email at [robertvann@hotmail.com](mailto:robertvann@hotmail.com).

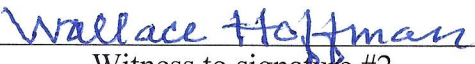
Thank you in advance for your time and consideration in remedying this matter as soon as possible in order that justice may be done.

Respectfully submitted,

  
\_\_\_\_\_  
Jacoba H. van Mastrigt, Sui Juris

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness to signature #1

  
\_\_\_\_\_  
Witness to signature #2

**DECLARATION OF Jacoba H. van Mastrigt  
IN THE FORM OF AN AFFIDAVIT**

I, Jacoba H. van Mastrigt, 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 5447 E Hacienda Dr., Idaho Falls, Idaho in order to install a smart meter. This latter 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 5447 E Hacienda Dr., Idaho Falls, 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

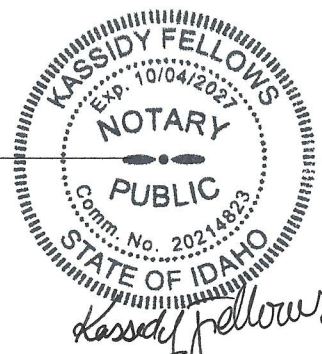
violation of said terms of this ESTOPPEL will be construed as an offense against me making them liable to me for damages in the amount of \$1,000,000.00 U.S. (One Million Dollars) due and payable upon demand within 30 days of such demand. This ESSTOPPEL also informs them that this is an implied contract 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 5447 E Hacienda Dr., Idaho Falls, 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, Jacoba H. van Mastriegt, 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.

J. H. van Mastriegt  
Jacoba H. van Mastriegt, *Sui Juris*

3/20/23  
Date



[Signature]  
Witness to signature #1

[Signature]  
Witness to signature #2

March 1, 2023

Jacoba Van Mastrigt  
5447 E Hacienda Dr  
Idaho Falls, ID 83406 8228

**RE: SECOND NOTICE: Required Access for Meter Upgrade at 5447 E Hacienda Dr Idaho Falls, ID**

Dear Jacoba Van Mastrigt:

**Thank you for your immediate attention to this matter. If you are not responsible for the electric service at the site listed above, please pass this request to the property manager or owner as soon as possible.**

Our contractor was refused access to perform a meter exchange at the address listed above. This is our second written notice. We have also attempted to reach you by telephone. To avoid termination of electric service at this address, you must contact us at the number provided below.

You are contractually obligated to allow us safe and unencumbered access to our equipment. Meter access is a condition of electric service, as expressed in the Idaho Public Utilities Commission's Customer Relation Rules, namely Electric Service Regulation No. 6, a copy of which is enclosed for your convenience. Moreover, to the extent that access was denied because of the type of meter being installed, please be aware that the Idaho Public Utilities Commission has reviewed smart meter technology, including the prevailing scientific research on consumer safety, and concluded that smart meters are safe and allowed for all customers in Idaho. If you would like additional information regarding the electric regulations that governs Rocky Mountain Power's operations, review them at the Idaho Commission's website at [puc.idaho.gov](http://puc.idaho.gov).

Our new meters bring with them a host of benefits, enabling our customers to securely –

- View Daily/Hourly/15-Minute interval usage data through your Rocky Mountain Power account
- Set billing thresholds and alerts through our website and mobile application

Page 2

Please contact us at 1-800-895-0631 immediately to resolve access issues and to set an appointment to have your meter updated. We are happy to answer any additional questions you may have regarding the new meter and look forward to working with you.

If we do not hear from you within 15 days from the date of this letter to resolve this issue, we will refer your account to our service disconnection process. We look forward to hearing from you and will always consider it a privilege to serve you.

Kind Regards,  
Rocky Mountain Power

*Para más información, llame al 1-888-225-2611 para hablar con un especialista en español.*



1407 West North Temple  
Salt Lake City, Utah 84116

*Returned for Cause!*

Jacoba Van Mastrigt  
5447 E Hacienda Dr  
Idaho Falls ID 83406 8228

*I do not accept this offer to contract  
and  
I do not consent to these proceedings  
All Rights reserved and  
without prejudice, UCC 1-308*

Dear Jacoba Van Mastrigt:

You can count on us to provide the affordable and consistent power you need. We're using state-of-the-art technology to deliver dependable power as we plan for the future.

We were recently in your area to upgrade your existing electric meter, but our installer couldn't access the meter base at 5447 E Hacienda Dr, Idaho Falls, Idaho. As required by the Idaho Public Service Commission, clear and safe access must be available to electric meters for inspection, maintenance, meter upgrades, and to enable us to respond to any emergencies.

NO SUCH THING

IPSC

IS NOT INCLUDED IN ELECTRIC SERVICE REGULATION 6(2)(d)

THIS IS AN INTERPOLATION OF ELECTRIC SERVICE REGULATION 6(2)(d)

The Idaho Public Utilities Commission has reviewed smart meter technology, and the prevailing scientific research on consumer safety, and concluded that smart meters are allowed in Idaho without any alternative metering options.

IPUC

This deception in terms is used to deceive customers into believing the IPUC is "requiring"

Please call 1-800-895-0631 within 15 days of receiving this letter to resolve any access issues and set an appointment to have your meter updated. We are happy to answer any questions you may have regarding the new meter and look forward to working with you.

Kind Regards,

Rocky Mountain Power

*Para más información, llame al 1-888-225-2611 para hablar con un especialista en español.*



To: Whom it may concern  
Rocky Mountain Power  
P.O. Box 400  
Portland, OR 97207

Date: December 1, 2022

From: Jacoba H. van Mastrigt  
5447 E. Hacienda Dr.  
Idaho Falls, Idaho

RE: Smart Meter Installation

Dear Sir or Mam,

This is in reply to your undated and unsigned letter I received on November 21, 2022 instructing me to call your 800 number to resolve any access issues and set an appointment to have my existing meter updated with your "smart" or "advanced" digital utility meter.

Please find attached my CONDITIONAL ACCEPTANCE and your original undated and unsigned letter with my "Returned for Cause" statement printed thereon.

Be advised that I never requested a "smart" or "advanced" digital utility meter to be installed on my private property/home and will not do so in the future. My current meter has been serving me well all these years so I see no need to have it replaced.

For some strange reason Rocky Mountain Power Co. wants to change terms of a long-standing agreement/contract without providing me with "full disclosure" of not only the terms of the proposed changes, but the truth of everything a customer has a right to know about the pros and cons of the "smart" or "advanced" digital utility meters and smart grid.

Also, be advised that my private property is posted with No Trespassing signs and Lawful Notice of severe civil penalties to any would-be installers and unauthorized intruders who enter without my express written permission to come onto my private property. Further, I do not authorize any of your installers or your third-party contract installers to come upon my private property at any time for any reason.

Please note that, **YOUR METER READER(S) ONLY HOWEVER, ARE STILL WELCOME TO COME ONTO MY PRIVATE PROPERTY AS BEFORE TO READ THE EXISTING ELECTRIC METER ONLY, JUST AS IT HAS BEEN DONE OVER THE LAST 35 OR SO YEARS.** Note that I have not previously requested to change any aspect of our long-standing relationship. It is your company that is making all the fuss here!

It is my desire for you to Cease and Desist in all your unlawful and unnecessary action against me immediately, including trying to sell me a stupid smart meter. You are causing me a great deal of unnecessary stress and anxiety at my old age of 99 over something which won't benefit me any way. Please **NO NOT TRESPASS!**

Very truly,

  
\_\_\_\_\_  
Jacoba H. van Mastrigt

To: Whom it may concern  
Rocky Mountain Power  
P.O. Box 400  
Portland, Oregon 97207

Date: December 1, 2022

From: Jacoba H. van Mastrigt  
5447 E. Hacienda Dr.  
Idaho Falls, Idaho

RE: Smart Meter Installation

## CONDITIONAL ACCEPTANCE

### READ CAREFULLY

Notice to Agent is Notice to Principle – Notice to Principle is Notice Agent

**BE IT KNOWN**, it is not my intention to harass, intimidate, offend, conspire, blackmail, coerce, or cause anxiety, alarm or distress. This document and attachments are presented with honorable and peaceful intentions.

Regarding your undated and unsigned letter received on November 21, 2022 instructing me to call your 800 number within 15 days in order to resolve any access issues to my property and set an appointment to have my meter updated with a “smart” meter, I conditionally accept your offer to do so in order to update my electric power meter to a so named “smart” meter, upon proof of claim and satisfaction of the following points:

1. Upon proof of claim that Rocky Mountain Power is not making an offer to modify a contract without providing full disclosure of the true facts and terms, and further;
2. Upon proof of claim that in order for Rocky Mountain Power to modify or change the terms of a contract with one of its customers, that they do not need to provide full disclosure and obtain consent, and further;
3. Upon proof of claim that it is not my position and wish to not have a “smart” or “advanced” digital utility meter installed on my private property/home at any time, and further;
4. Upon proof of claim that by you attempting to pressure me into accepting your unsafe and harmful “smart” or “advanced” digital utility meter contrary to my wishes and better judgment, is not causing this 99-year old woman with health concerns, undue stress, worry, and a negative impact upon my health, and further;
5. Upon proof of claim that my deep concerns about the dangers and safety of “smart” or “advanced” digital utility meters are not valid concerns, and that there is not overwhelming evidence and testimony from credible sources from around the world confirming my concerns about the dangers and safety of such meters, which is completely contrary to the false, self-serving, and fraudulent information put out by Rocky Mountain Power Co. that they are safe and non-harmful, and further;

6. Upon proof of claim that my current electric meter is not serving me well, and that it is not true that a "smart" meter would not benefit me in any way, and that any benefits of such a meter would however, benefit Rocky Mountain Power and their third-party organizations at my detriment, and further;
7. Upon proof of claim that the Rocky Mountain Power "smart" or "advanced" digital utility meter and grid is not a disruptive and harmful "Trespassing Technology", and further;
8. Upon proof of claim that Rocky Mountain Power Co. and the Idaho PUC are not involved in collusion together against me to defraud me of my Rights by the forms and use of colorable law, and that they are not in concert of action between them for fraudulent or deceitful purposes against me, and further;
9. Upon proof of claim that the Idaho PUC does not lack lawful authority or right to encourage and allow any public utility to use threat, duress, and or coercion to violate any contract(s) between the utility and customer or to allow a public utility to impose their unreasonable, arbitrary, capricious, and monopolistic will upon their customers without their consent knowing that there are no other options/ utilities for the customers to choose from, and further;
10. Upon proof of claim that Rocky Mountain Power Co. can force me to purchase a product from them against my will and consent and hold me hostage for energy, knowing that there are no other providers or options available to customers, and further;
11. Upon proof of claim that it is not true that the PUC lacks lawful authority to mandate, order, or impose anything upon free inhabitants and their private property, and that if they cannot do so then neither can a public/private corporation or business impose the same, and further;
12. Upon proof of claim that Rocky Mountain Power Co. and the Idaho PUC are not holding me hostage in order to extort a Right(s) from me so that I may continue to receive the energy I need to power and heat my home, and further;
13. Upon proof of claim that my current power meter has not been paid for by my payments through my monthly electric power bills for over 35 years, and that I do not actually own my current meter, and that possession is not nine-tenths of the law, and further;
14. Upon proof of claim that the smart meter does not have sophisticated surveillance and control capabilities designed to gather information about me by monitoring my personal and private habits and routines by Rocky Mountain Power, and that Rocky Mountain Power will not sometime in the near future use this information against me in some way to control my habits and routines by deciding when and how much energy I can use, as well as how and when I can use a particular appliance, or that I must pay a fine for using more power than the power control gods deem necessary, and further;
15. Upon proof of claim that the smart meter does not have sophisticated capability of monitoring, logging, storing, sharing, and disseminating, my personal and private information about sensitive aspects of my personal and private life without my knowledge and consent, and further;
16. Upon proof of claim that any government agencies, police departments, and hackers will not have free and unfettered access to my personal information and private habits and routines as collected by the surveillance capability of the smart meter, and further;
17. Upon proof of claim that Rocky Mountain Power would not be unlawfully searching my house and or my person, and effects and seizing such information about my personal and private habits and routines

via the smart meter without a lawful search warrant or my consent and that this would not be contrary to my Fourth Amendment Right and the law, and further;

18. Upon proof of claim that your smart meter, once installed, is not a "Trespassing Technology" which would not only be an invasion of my privacy, but a harmful life-disrupting technology as well, and further;
19. Upon proof of claim that if Rocky Mountain Power installs a smart meter on my private property without my consent, the original service contract between the utility and the account holder myself would not be deemed to have been breached, and that I would not have lawful remedies for such breach of contract, and further;
20. Upon proof of claim that I would not have substantial lawful remedy for any and all harm or loss caused by Trespassing Technology, according to tort law, criminal law, strict liability, negligence, and ultra-hazardous activity on the part of Rocky Mountain Power regarding the installation of a smart meter on my private property, and further;
21. Upon proof of claim that the smart meter(s) that Rocky Mountain Powers installs does not unlawfully emit high-energy density pulsed microwave frequencies harmful to biological organisms and or emit waste electricity in the form of voltage transients (aka "dirty electricity") also harmful to biological organisms, and further;
22. Upon proof of claim that installed so named "smart" or "advanced" digital utility meters and related network technologies have not been demonstrated to cause fires, cause hacking vulnerability, and facilitate erroneously high customer utility bills, and further;
23. Upon proof of claim that installed so named "smart" or "advanced" digital utility meters and related network technologies cannot and do not record and transmit data for the purpose of surveillance of personal activities in the private dwellings and or workplaces of all utility customers without disclosure, without a lawful warrant, and without consent, and further;
24. Upon proof of claim that a U.S. Congressional Research report entitled "*Smart Meter Data: Privacy and cybersecurity*" (February 3, 2012) does not state, "**With smart meters, police will have access to data that might be used to track residents' daily lives and routines while in their homes, including their eating, sleeping, and showering habits, what appliances they use and when, and whether they prefer the television to the treadmill, among a host of other details.**", and all without a lawful search warrant issued, and further;
25. Upon proof of claim that in 2016, a major "smart" meter data aggregator, Onzo Ltd (UK), did not release a marketing video stating, "**We use this characterized profile to give the utility... the ability to monetize their customer data by providing a direct link to appropriate third-party organizations based on the customer's identified character.**", and further;
26. Upon proof of claim that Rocky Mountain Power will not monetize the data they would unlawfully mine by way of a "smart" meter, from my private activity and that they will not provide a direct link to "appropriate" third-party organizations based on my identified character, all without my knowledge, consent, of any lawful search warrant as required by law (The Fourth Amendment to the Constitution), and further;
27. Upon proof of claim that your Trespassing Technology (smart meter) and related infrastructure would

not be mounted on or adjacent to my private property, including but not limited to bodies of living men and women, without first acquiring their explicit consent, and further;

28. Upon proof of claim that it is not true that Rocky Mountain Power will not justly compensate me, nor consult with me, nor even inform me that my private property would be utilized as a relay station for the networks related to the Trespassing Technology once a smart meter is installed, and further;
29. Upon proof of claim that your Trespassing Technology does not create a previously non-existent vulnerability and diminish my private dwelling security by functioning as an unsecured wireless digital gateway into my private property/home, and further;
30. Upon proof of claim that I and any other inhabitants in my home would not become subject to whatever the desires of Rocky Mountain Power, or government are, or hackers who wishes to remotely interrupt or control the supply of energy to appliance(s) within my private dwelling or to my entire, dwelling, and further;
31. Upon proof of claim that there have not been any fires and deaths associated with the smart meter Trespassing Technology such as in Vacaville, CA, Dallas, TX, and Reno, NV, and further;
32. Upon proof of claim that due to safety risks, PECO ENERGY CO (Pennsylvania) did not announce in 2012, the removal of 96,000 so named "smart meters"; and that the PROVINCE OF SASKATCHEWAN (Canada) did not announce the removal of all of their 105,000 so named "smart meters" in 2014; and that PORTLAND GENERAL ELECTRIC (Oregon) did not announce removal of 70,000 so named "smart meters" in 2014; and that CITY OF LAKELAND (Florida) did not announce removal of more than 10,000 so named "smart meters" in 2014, all for safety reasons, and further;
33. Upon proof of claim that thousands of so named "smart meters" did not simultaneously explode in Stockton, California in 2015, and further;
34. Upon proof of claim that the "smart" meter Trespassing Technology has not caused disruptive interference that has resulted in injuries to living occupants, including but not limited to, men and women with medical implants, and that the interference has not yet been mitigated in any meaningful way, and further;
35. Upon proof of claim that it is not true that, according to a vast body of published science, microwave radiation is proven to be harmful and damaging to all biological organisms, down to the cellular and molecular level, at relatively low power densities, and further;
36. Upon proof of claim that the "smart" meter Trespassing Technology has not been measured to emit pulsed radiation between hundreds and tens of thousands of times greater intensity than cell phones, and as a direct result, there are at least thousands of reports of individuals suffering functional impairment and or illness since the installation of Trespassing Technology where they live, and further;
37. Upon proof of claim that the industry claims that the "smart" meter Trespassing Technology is "safe" or "harmless" are not false and misleading; and are not based on training, propaganda techniques, and the time-averaging of pulsed emissions, rather than the emission values of the pulses, and further;
38. Upon proof of claim that it is not true that several thousand scientific studies have concluded there are harmful biological effects from exposure to electromagnetic frequencies at power densities lower than

is emitted by the "smart" meter Trespassing Technology, and that the claims by power company and government employees that the Trespassing Technology is harmless, are self-serving and fraudulent, and further;

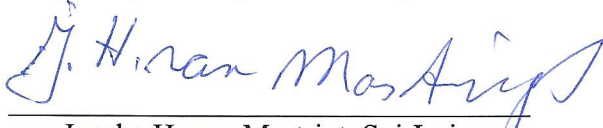
39. Upon proof of claim that a significant number of government agencies have not released statements confirming that agencies such as the US Federal Communications Commission (FCC), Health Canada and the International Commission on Non-Ionizing Radiation (ICNIRP) have "safety" guidelines for microwave radiation exposure which are insufficient for functioning as a guideline, because they are based solely on thermal effect, and do not take into account any of the body of several thousand published, peer-reviewed scientific studies showing harmful non-thermal effects, and further;
40. Upon proof of claim that the "smart" meter Trespassing Technology does not create measurable voltage transients, also known as dirty electricity, on existing electrical wiring, at levels that are harmful and damaging to all biological organisms, and further;
41. Upon proof of claim that the "smart" meter Trespassing Technology does not cause systemic inaccuracies in billing, resulting in electricity customers paying unjust amounts for unused, or wasted energy, and further;
42. Upon proof of claim that as a result of wasted energy caused by voltage transients due to Trespassing Technology, that ground voltage has also not been measure in areas where "smart" meter Trespassing Technology is deployed, and that this is also not harmful and damaging to all biological organisms, and further;
43. Upon proof of claim that the gathering of information by Rocky Mountain Power via a smart meter about my personal and private habits and routines without my knowledge and consent would not be unlawful, and further;
44. Upon proof of claim that I do not have and hold certain natural/unalienable Rights, as well as Constitutionally secured rights, privileges and immunities, and further;
45. Upon proof of claim that I do not have a lawful right to be secure in my person, houses, papers, and effects, against unreasonable searches and seizures, and that these rights shall not be violated, as stated in the Fourth Amendment to the Constitution for the United States of America, and further;
46. Upon proof of claim that it is not true, that if tapping someone's telephone or entering their home/private property without a lawful search warrant is unlawful and a crime, then it would equally be true that tapping my private electrical system by way of a "smart" or "advanced" utility meter for sensitive personal and private information without a lawful search warrant would also be unlawful and a crime, and that in law, there is no difference between the two scenarios, and further;
47. Upon proof of claim that the Fourth Amendment of the Bill of Rights does not apply to me, and further;
48. Upon proof of claim that it is not true that, I would no longer be "secure", which is my Fourth Amendment right, in my person, houses, and effects, once a smart meter is installed on my home, and further;
49. Upon proof of claim that Article V of the Bill of Rights does not say that I cannot "be deprived of life, liberty (right to privacy and freedom from coercion), or property (information on my personal and private habits and routines), **without due process of law**, and further;


50. Upon proof of claim that Rocky Mountain Power would not be denying me my right to due process of law by gathering/taking personal and private information about my personal and private habits and routines via the smart meter, and then using, sharing, and disseminating said information all without a lawful search warrant, and without my knowledge and consent, and further;
51. Upon proof of claim that it is not true that, I did not request a "smart" meter nor did I start this controversy, when in fact it was Rocky Mountain Power Co. that did so.

Your timely response (21 days) from your receipt of this Conditional Acceptance, must be in affidavit form, under your full commercial liability, rebutting each of the points of the undersigned, on a point-by-point basis, that the facts contained therein, are true, correct, complete and not misleading. Declarations are insufficient, as declarations permit lying by omission, which no honorable draft may contain. Any other response beyond the date of this CONDITIONAL ACCEPTANCE is unacceptable and invalid. You must provide me with a legitimate and lawful answer. Silence to this document is contempt and dishonorable.

With explicit reservation of all of my God-given unalienable Rights, my Constitutionally secured Rights, privileges, and immunities, none waived, and without prejudice.


Very Truly, In Proper Person, Special, with Assistance,


  
\_\_\_\_\_  
Jacoba H. van Mastrigt, Sui Juris

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness to Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness to Signature

  
\_\_\_\_\_  
Date

# COURTESY NOTICE

## Notice to Agent is Notice to Principle – Notice to Principle is Notice Agent

To: To whom it may Concern  
ROCKY MOUNTAIN POWER &  
GARY W. HOOGEVEEN, PRESIDENT  
PACIFICORP  
1407 West North Temple  
Salt Lake City, UT 84116

Date: 1/03/23

From: Jacoba H. van Mastrigt  
5447 E. Hacienda Dr.  
Idaho Falls, Idaho

Dear Sir or Mam,

Be it known, that on the 1<sup>st</sup> day of December, 2022, I sent you a CONDITIONAL ACCEPTANCE dated December 1, 2022, giving you 21 days to respond. Thus far I have not received your response and consequently a fault has occurred.

Perhaps this is an oversight on your part or perhaps the Holidays interfered with you being able to give a timely response.

Therefore, please accept my offer of an additional three (3) days, from the date of your receipt of this COURTESY NOTICE, to respond to my CONDITIONAL ACCEPTANCE (copy attached) of December 1, 2022. Again, your response to me must be in "affidavit" form, under your full commercial liability, that the facts contained therein, are true, correct, complete and not misleading. Declarations are insufficient, as declarations permit lying by omission, which no honorable draft may contain.

I look forward to your timely response.

With explicit reservation of all my unalienable and Constitutionally secured Rights, Privileges and Immunities (Article 4:2:1) with none waived, and without prejudice.

Very Truly, in Proper Person, Special, with Assistance,

*J. H. van Mastrigt*

\_\_\_\_\_  
Jacoba H. van Mastrigt, In Sui Juris

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness Signature #1

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness Signature #2



# NOTICE OF FAULT

Notice to Agent is Notice to Principle – Notice to Principle is Notice Agent

To: To whom it may Concern  
 ROCKY MOUNTAIN POWER &  
 GARY W. HOOGEVEEN, PRESIDENT  
 PACIFICORP  
 1407 West North Temple  
 Salt Lake City, UT 84116

Date: 1/25/23

From: Jacoba H. van Mastrigt  
 5447 E. Hacienda Dr.  
 Idaho Falls, Idaho

Dear Sir or Mam,

**Be it known**, that a fault has occurred due to your silence and failure to answer my **CONDITIONAL ACCEPTANCE** of December 1, 2022, and my **COURTESY NOTICE** dated January 3, 2023, knowing that you have a legal and moral obligation to speak, as required by law, where an inquiry or offer left unanswered would be intentionally misleading, which can only be equated with fraud and contempt. *“Silence can only be equated with fraud when there is a legal and moral duty to speak or when an inquiry left unanswered would be intentionally misleading.”* **U.S. v PRUDDEN** 424 F.2d 1021; **U.S. v TWEEL** 550 F.2d 297, 299, 300 (1977)

**Further**, your choosing to stand mute indicates probable bad faith on your part (see “Definition”). Expecting me to cooperate and then remaining silent and unwilling to reply in return is contempt, which is dishonorable. You seem to be operating under a double standard of arrogance and contempt, which is unacceptable.

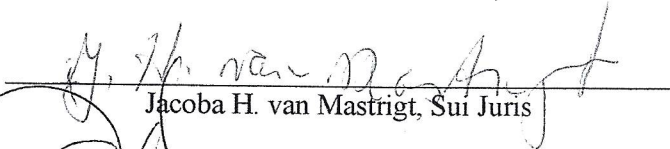
DEFINITION: FAULT – In American Law - *Negligence; an error or defect of judgment or of conduct; any deviation from prudence, duty, or rectitude; any shortcoming, or neglect of care or performance resulting from inattention, incapacity, or perversity; a wrong tendency, course, or act; bad faith or mismanagement; neglect of duty.* In Civil Law, *“Negligence; want of care. An improper act or omission, injurious to another, and transpiring through negligence, rashness, or ignorance.”* Black’s Law Dictionary, Fourth Edition

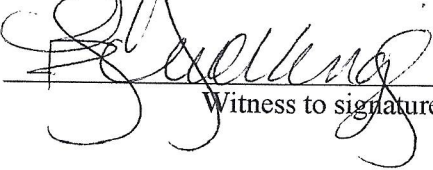
**None the less**, I give you the opportunity to cure your errors, and offer you 5 more days from date of receipt of this **NOTICE** to respond to said **CONDITIONAL ACCEPTANCE** of December 1, 2022. Again, your response is required.

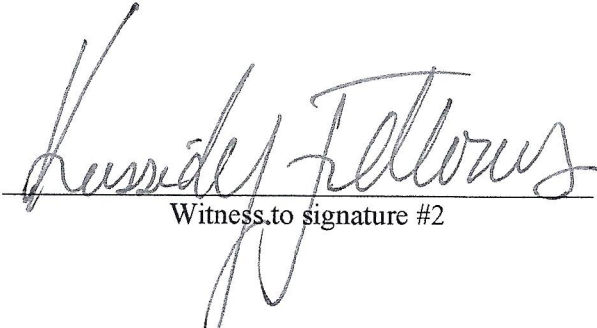
**Failure to respond** to this offer and my **CONDITIONAL ACCEPTANCE** of December 1, 2022 will constitute a default on your part signifying your tacit abandonment of your attempt to install a smart meter on my private property, and agreement to vacate this matter, forever barring you from any further action or attempts to install a smart meter on my private property located a 5447 E Hacienda Dr., Idaho Falls, Idaho.

With explicit reservation of all my unalienable and Constitutionally protected Rights, Privileges and Immunities (Article 4:2:1) with none waived, and without prejudice.

Very Truly, in Proper Person, Special, with Assistance,

  
 \_\_\_\_\_  
 Jacoba H. van Mastrigt, Sui Juris

  
 \_\_\_\_\_  
 Witness to signature #1

  
 \_\_\_\_\_  
 Witness to signature #2

# NOTICE OF DEFAULT

Notice to Agent is Notice to Principle – Notice to Principle is Notice Agent

To: To whom it may Concern  
 ROCKY MOUNTAIN POWER &  
 GARY W. HOOGEVEEN, PRESIDENT  
 PACIFICORP  
 1407 West North Temple  
 Salt Lake City, UT 84116

Date: February 15, 2023

From: Jacoba H. van Mastrigt  
 5447 E. Hacienda Dr.  
 Idaho Falls, Idaho

Dear Sir or Mam,

**Be it known**, that due to your failure to respond to my **CONDITIONAL ACCEPTANCE** dated 12/01/22; my **COURTESY NOTICE** dated 1/03/23; and my **NOTICE OF FAULT** dated 1/25/23, you have shown to the world your indifference and contempt for me, which is not only dishonorable but a disgrace as well.

**Therefore**, this **NOTICE** serves to inform you, **ROCKY MOUNTAIN POWER; GARY W. HOOGEVEEN, PRESIDENT, PACIFICORP** that you are now in **DEFAULT** due to your repeated silence to my chain of documents and failure to perform a duty where you have a legal and moral obligation to speak, and this **NOTICE** serves as *prima facie* evidence of your silence, contempt, and dishonor in this matter.

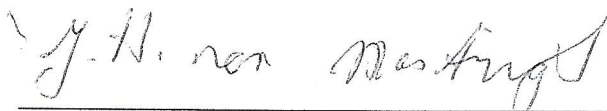
*"A default is an omission of that which ought to be done, and more specifically, the omission or failure to perform a legal duty. The term also embraces the idea of dishonesty, or an act or omission discreditable to one's profession."* Black's Law Dictionary, Fourth Edition

*"Silence can only be equated with fraud when there is a legal and moral duty to speak or when an inquiry left unanswered would be intentionally misleading."* U.S. v PRUDDEN 424 F.2d 1021; U.S. v TWEEL 550 F.2d 297, 299, 300 (1977)

**Further**, your silence to all my documents and correspondence, is your tacit agreement and acquiescence to my position as enumerated in my **CONDITIONAL ACCEPTANCE** and letter of 12/01/22, and all subsequent documentation which you received from me, as well as your tacit acknowledgement and agreement that you have vacated this matter and that you have no further intention to and will not install a smart meter on my private property located at 5447 E. Hacienda Dr., Idaho Falls, Idaho.

With explicit reservation of all my unalienable and Constitutionally protected Rights, Privileges and Immunities (Article 4:2:1) with none waived, and without prejudice.

Very Truly, in Proper Person, Special, with Assistance,



Jacoba H. van Mastrigt, In Sui Juris



Witness to signature #1



Witness to signature #2

# NOTICE OF ESTOPPEL

## BY ACQUIESCENCE

**NOTICE TO AGENT IS NOTICE TO PRINCIPLE – NOTICE TO PRINCIPLE IS NOTICE TO AGENT**

**BE IT KNOWN**, this 15<sup>th</sup> day of February, 2023, that you, ROCKY MOUNTAIN POWER and GARY W. HOOGEVEEN, PRESIDENT, PACIFICORP, by your "SILENCE" have tacitly acquiesced in the matter concerning my CONDITIONAL ACCEPTANCE dated December 1, 2022, in which you were given reasonable opportunity to respond timely to, and by your "SILENCE" to my COURTESY NOTICE, dated January 3, 2023, and your silence on my NOTICE OF FAULT dated January 25, 2023. You therefore, were found in DEFAULT, signifying that a fraud has been perpetrated upon Me, pursuant to U.S. v. Tweel, 550 F.2d 297, 299 (1977), thereby initiating the **DOCTRINE OF ESTOPPEL BY ACQUIESCENCE**, pursuant to Carmin v. Bowen, 64 A. 932 (1906), which is now in full force and effect upon you, ROCKY MOUNTAIN POWER and GARY W. HOOGEVEEN, PRESIDENT, PACIFICORP.

**BE IT FURTHER KNOWN**, that you, ROCKY MOUNTAIN POWER and GARY W. HOOGEVEEN, PRESIDENT, PACIFICORP are hereby estopped from any and all further action(s), claims, counterclaims, demands, and or suits against me, concerning your matter involving your attempted installation of a smart meter on my private property located at 5447 E Hacienda Dr., Idaho Falls, Idaho and myself.

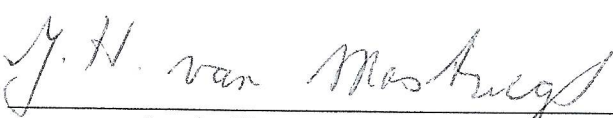
**NOW BE ADVISED**, that you, ROCKY MOUNTAIN POWER and GARY W. HOOGEVEEN, PRESIDENT, PACIFICORP hereby agree and accept that any violation(s) of this ESTOPPEL will be construed, at the very least, a "tortious" offense against me making you liable for damages to me in the amount of \$1,000,000.00 U.S. (One Million Dollars) due and payable upon demand within 30 days of such demand. Understand that this is an implied and self-executing contract enforceable in court and that violating this ESTOPPEL and moving against me and or my private property hereafter is "performance" on your part, and constitutes your acceptance of the terms of this ESTOPPEL.

If you do not wish to become subject to this implied contract, then **DO NOT TRESPASS** upon me or my private property any further by **VIOLATING** this ESTOPPEL.

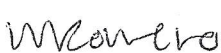
### **THIS IS AN IMPLIED CONTRACT – PERFORMANCE IS ACCEPTANCE**

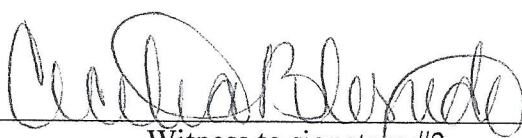
With explicit reservation of all my unalienable and Constitutionally secured and protected Rights, Privileges and Immunities (Article 4:2:1) with none waived, and without prejudice.

Very Truly, in Proper Person, Special, with Assistance,

  
\_\_\_\_\_  
Jacoba H. van Mastrigt, Sui Juris

February 15, 2023  
Date

  
\_\_\_\_\_  
Witness to signature #1

  
\_\_\_\_\_  
Witness to signature #2

Jacoba Van Mastrigt  
5447 E Hacienda Dr  
Idaho Falls, ID 83406 8228

March 15, 2023

**RE: FINAL NOTICE: Required Access for Meter Upgrade at 5447 E Hacienda Dr Idaho Falls, ID**

Dear Jacoba Van Mastrigt:

**Thank you for your immediate attention to this matter. If you are not responsible for the electric service at the site, please pass this request to the property manager or owner as soon as possible.**

As required by 31.21.01 – Customer Relations Rules for Gas, Electric, and Water Public Utilities (“Utility Customer Relations Rules”) – Rule 304 (**Requirements for Notice to Customers Before Termination of Service**). This letter will serve as final notice of termination of electric service, which will occur on **March 29, 2023** for failure to provide access as required under Utility Customer Relations Rules- Rule 302(e). If access to property is acquired prior to this date to enable Rocky Mountain Power to install an upgraded meter at the site, termination will be canceled.

Please contact us at 1-800-895-0631 if you wish to resolve this issue.

Kind Regards,

Rocky Mountain Power

# PROOF OF SERVICE

I HEREBY CERTIFY and affirm that I, Frits van Mastriegt did personally

E-mail the following document(s):

1. AMENDED CRIMINAL COMPLAINT of Jacoba H. van Mastriegt, dated 5/20/23, with DECLARATION OF Jacoba H. van Mastriegt IN THE FORM OF AND AFFIDAVIT, dated 3/20/23, with Exhibits A through I, and PROOF OF SERVICE.
2. OBJECTION AND OPPOSITION TO ANSWER AND MOTION TO DISMISS of Jacoba H. van Mastriegt, dated 5/20/23, with PROOF OF SERVICE,

to the following:

JAN NORIYUKI, COMMISSION SECRETARY  
IDAHO PUBLIC UTILITIES COMMISSION  
PO Box 83720  
Boise, ID 83720-0074  
Email: [secretary@puc.idaho.gov](mailto:secretary@puc.idaho.gov) & [jan.noriyuki@puc.idaho.gov](mailto:jan.noriyuki@puc.idaho.gov)

Data Request Response Center  
Rocky Mountain Power  
825 NE Multnomah St., Suite 2000  
Portland, OR 97232  
Email: [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com)

Mark Alder  
Idaho Regulatory Affairs Manager  
Rocky Mountain Power  
1407 West North Temple, Suite 330  
Salt Lake City, Utah 84116  
Email: [mark.alder@pacificorp.com](mailto:mark.alder@pacificorp.com)

Joe Dallas (ISB# 10330)  
Senior Attorney  
Rocky Mountain Power  
825 NE Multnomah, Suite 2000 Portland, OR 97232  
Email: [joseph.dallas@pacificorp.com](mailto:joseph.dallas@pacificorp.com)

on this 22<sup>nd</sup> day of May, 2023.



Frits van Mastriegt