

AMENDED CRIMINAL COMPLAINT

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

Date: May 20, 2023

From: Judy Twede
1392 Newton Circle
Idaho Falls, Idaho

RE: Installation of "Smart" Meter and threat of service disconnection (Case No: PAC-E-23-06)

Dear JAN NORIYUKI,

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

I am an 82-year-old widow currently faced with the real possibility of having my power/electrical service disconnected in less than 15 days (please see disconnect letter, 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.

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 1392 Newton Circle, Idaho Falls, Idaho, contrary to my existing and long-standing implied contractual agreement, 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 and B.

Last summer, I received an undated and unsigned letter from ROCKY MOUNTAIN POWER/PACIFICORP on or around instructing me to call their 800 number within 15 days to resolve any "access" issues and set an appointment to have my meter updated with their (Trespassing Technology). A few days later I called the 800 number and spoke with a young man from Tacoma, Washington and I explained why I was refusing a smart meter to be installed on my home. He told me that smart meters were not harmful but I told him that's not true because I have been adversely affected by them previously. He was obviously was uneducated on the subject of smart meters and was just parroting what ROCKY MOUNTAIN POWER/PACIFICORP instructed him to say to customers.

Sometime after my conversation with the man in Tacoma, a man came to my property and told me that he was here to change out your meter. I pointed out the Notices on my existing meter to not install a smart meter here and why. He ended up not making the change out and told me that the power company would be contacting me after he notified them that I was refusing the smart meter.

On or around March 4, 2023, I received another unsigned letter, dated February 28, 2023 (see Exhibit B) stating that this is a “**SECOND NOTICE: Required Access for Meter Upgrade at 1392 Newton Cir Idaho Falls, ID**”, and that their contractor was refused “access” to perform a meter (Trespassing Technology) exchange. This new threatening letter also states that I am to call their 800 number to resolve this issue within 15 days, or they will refer my account to their service disconnection process. In this same letter they also claim that I am “contractually obligated to allow” ROCKY MOUNTAIN POWER/PACIFICORP “safe and unencumbered access to our equipment. Meter service is a condition of electric service, as expressed in the Idaho Public Utilities Commission’s Customer Relations Rules, namely Electric Service Regulation No.6,...” ,...”(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 15 or so years a relationship of an implied “contractual” nature between myself and ROCKY MOUNTAIN POWER/PACIFICORP, who currently provides me with electrical power to my home. I, in turn naturally, have agreed to allow ROCKY MOUNTAIN POWER/PACIFICORP’s (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 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 basis only for them to proceed to do the specified request. Anything other than this is a trespass, invasion of my privacy, security, unalienable Rights, including my private property rights which cannot be diminished, as well as a violation of our existing implied 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 contrary to our existing implied 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 implied contractual relationship, as I said before has been in place since we moved in our home about 15 years ago when we requested ROCKY MOUNTAIN POWER/PACIFICORP to connect my 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 implied “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? This seems to be a common practice from state to state and the people/inhabitants nearly always ends up with the short end of the stick.

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

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

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

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

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

FACTUAL COUNTS

I, Judy Twede, hereinafter referred to as complainant, in pro per, complaining of ROCKY MOUNTAIN POWER/PACIFICORP and their Trespassing Technology, hereinafter referred to as “violator(s)”, 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 violator’s 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 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 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 82-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. 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 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 (82-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.

RELIEF SOUGHT

Therefore, I, the complainant seek the following relief in order to maintain my Constitutionally secured and protected Rights under the FIRST, FOURTH, and FIFTH AMENDMENTS, that I, complainant will be able to continue exercising my religious right to make my own determination and decisions as to what is and is not safe or harmful for me and my family and what I will be exposed to without interference from outside third parties, and that I, complainant will continue to be secure and protected in my person, house, papers, and effects, against unreasonable searches and seizures, as well as continuing in my 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 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 the complainant has previously denied and is continuing to deny violators "access" to the meter base, and further;
4. To **CEASE AND DESIST** in any further attempts to install a smart meter (Trespassing Technology) on my home located at 1392 Newton Circle, 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 1392 Newton Circle, 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 1392 Newton Circle, Idaho Falls, Idaho because complainant refuses to allow the installation of violators 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 I, the 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. 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. Neither government or their creations (corporations) can lawfully tell the people what to do and then force them to obey.

The violators are exercising power which was never lawfully given to them, presuming that the created are greater than that which created them. 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 at 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.

It is my sincere wish that you 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 free consent, and their FOURTH and FIFTH AMENDMENT Rights, and other violations mentioned above, and also why the IDAHO PUC/State Legislature permits/sanctions this type of criminal behavior.

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.

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

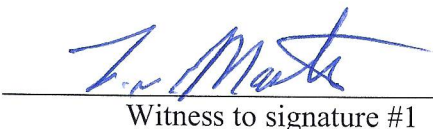
Respectfully submitted,



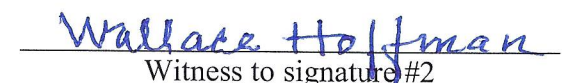
Judy Twede, Sui Juris



Date



Witness to signature #1



Witness to signature #2

DECLARATION OF JUDITH LYNN TWEDE IN THE FORM OF AN AFFIDAVIT

I, Judith Lynn Twede, being of sound mind and body do make this Declaration of my own free will without any undue outside influence.

Last fall, I received an undated and unsigned letter from ROCKY MOUNTAIN POWER/PACIFICORP STATING THAT their installer couldn't access my analog meter at my address at 1392 Newton Circle. Never at any time has my meter been unaccessible. It is mounted on the front side of my garage and can be seen from my front yard and has always been accessible since I moved into my home in 2008. From that time, I have had a sign posted to not install a smart meter since I am very EMF sensitive and can't be around wi fi, smart meters, cell towers, etc. My eye hemorrhages and bulges with blood as a result and my home has no wi fi and is hard wired. I have two doctors in Idaho Falls who can vouch for this and they said they could write a letter to verify my sensitivity if needed.

Upon receiving the first letter, I called the phone number provided and talked to a young man from Tacoma and I explained why I was refusing a smart meter to be installed. He was uneducated and just told me smart meters are not harmful.

Last summer, I was in my front yard when a man walked up to say he was there to change out my meter. I pointed out the notices I've had on my analog meter to not install a smart meter and why, He said the company would be contacting me and he would tell them I was refusing a smart meter.

When I purchased this home, I contracted with the power company to use the analog meter and I have no smart appliances and my microwave has not ever been in use and is not hooked up and is used for storage in my home. Because my neighbor received a smart meter on his home last summer, I have not been able to sleep in either of my two bedrooms across from his smart meter which is just over the fence on his garage. I am sleeping on the floor near my kitchen to be as far away as possible from his meter but when I test with a Safe and Sound Pro II Broadband RF meter meter, it is still pulsing and emitting EMF. At my age, it is very difficult and I don't ever get a good nights sleep since my neighbor's meter was installed last year.

I have never been late in paying my bill and I request that I can have my analog meter as long as I'm able to live in this house.

I am a 82-year-old widow living on a fixed income who is hyper-electro sensitive. ROCKY MOUNTAIN POWER's strong-arm intimidation tactics, has caused me a great deal of endless, anxiety, fatigue, insomnia, emotional and mental distress, headaches, 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 a negligent infliction of physical pain and mental injury as per TITLE 18-1505, subsection 2 & 4 of the Idaho Statutes.

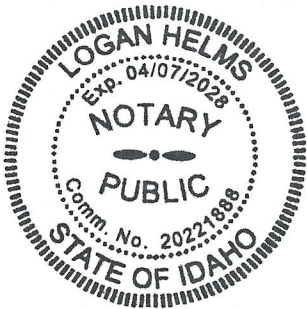
I, Judith L. Twede affirm and certify on my own unlimited commercial liability that I have read the above affidavit and do know the contents to be the truth, the whole truth, correct and complete to the best of my knowledge, and I'm willing to testify to this.

Judith Lynn Twede
Judith Lynn Twede, Sui Juris

3-20-23
Date

Gilene Burger
Witness to signature #1

Susan Bond
Witness to signature #2



[Signature]



1407 West North Temple
Salt Lake City, Utah 84116

Judy Twede
1392 Newton Cir
Idaho Falls, ID 83401-3790

Dear Judy Twede

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 1392 Newton Circle, 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.

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.

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.

NO SUCH THING

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

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

IPUC

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

IPSC

February 28, 2023

Judy Twede
1392 Newton Cir
Idaho Falls, ID 83401 3790

RE: **SECOND NOTICE: Required Access for Meter Upgrade at 1392 Newton Cir Idaho Falls, ID**

Dear Judy Twede:

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.

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
- Automatically send notifications whenever your power is interrupted and subsequently restored

Rocky Mountain Power will also be able to troubleshoot abnormal electric voltage or current issues on our lines that could impact the quality of your service. Our meters deliver whole home usage data through a secure LTE network and do not connect with any additional smart devices installed at your site or external networks. Your data is safe and no personal information is ever shared with outside parties.

(Continued on reverse side)

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.

PROOF OF SERVICE

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

E-mail the following document(s):

1. AMENDED CRIMINAL COMPLAINT of Judy Twede, dated 5/20/23, with DECLARATION OF Judith Lynn Twede IN THE FORM OF AND AFFIDAVIT, dated 3/20/23, with Exhibits A and B, and PROOF OF SERVICE.
2. OBJECTION AND OPPOSITION TO ANSWER AND MOTION TO DISMISS of Judy twede, 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 & 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

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

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

on this 22nd day of May, 2023.



Frits van Mastrigt