

COMPLAINT

CASE NO. PAC-E-23-08

To: Jan Noriyuki, Commission Secretary
Idaho Public Utilities Commission
PO Box 83720
Boise, ID 83720-0074

Date: March 25, 2023

From: Christy Armbruster
3807 E 120 N
Rigby, Idaho 83442

RE: Installation of "Smart" Meter on my home

Dear Ms. Noriyuki,

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

This COMPLAINT arises over matters concerning myself and ROCKY MOUNTAIN POWER/PACIFICORP in regards to the installation of a Trespassing Technology known as a "Smart" type meter on my home, located at 3807 E 120 N, Rigby, Idaho 83442, contrary to the contractual agreement I had prior to the coerced installation of a smart meter (Trespassing Technology), as well as against my will and consent which were extorted from me.

Early in 2022, someone from ROCKY MOUNTAIN POWER/PACIFICORP came to my house to install a smart meter. After declining to have the meter changed because of my concern regarding the health risks, the man explained that if I did not allow the current meter to be changed, the power company would send me a notice that my power may be turned off if I did not have an appointment to change the meter within 15 days of the notice.

On November 18, 2022 my husband received an email without the name of a person we could contact about our concerns from ROCKY MOUNTAIN POWER/PACIFICORP (see Exhibit A) instructing me, Christy Armbruster, to call their 800 number within 15 days to resolve any "access" issues and set an appointment to have my electric meter updated with, what I call their "Trespassing Technology". My husband forwarded the email to me on November 22, 2022.

Because I felt threatened with loss of power, which would include loss of heating and the loss water in my home for myself and my family, I reluctantly called. During my conversation I again explained that I did not want to have a Smart Meter on my home but I was told that if I did not have one, the power could be turned off. An appointment was set during the call.

When the man came to change the meter, I explained for a third time that I did not want the Smart Meter. He agreed that he didn't want one on his house but because of the laws in Idaho, we are not permitted to keep our old meter.

Although I did end up accepting the installation of ROCKY MOUNTAIN POWER/PACIFICORP's smart meter (Trespassing Technology) on my home by giving them "consent", this "consent" was extracted or extorted from me through the wrongful use of fear and under color of official right. This fear was precipitated by ROCKY MOUNTAIN POWER/PACIFICORP's relentless strong-arm intimidation tactics, threat, duress, and coercion, impressing upon me that my power service would be shut off/terminated if consent was not given them to install said smart meter (Trespassing Technology). It was my original intent to not accept a smart meter due to the safety and health concerns surrounding smart meters, and it is still my wish not to have one, however the overpowering aggression of ROCKY MOUNTAIN POWER/ PACIFICORP and the

threat of no electrical power compromised my position to my detriment. It has recently come to my attention that a crime or crimes may have been committed by ROCKY MOUNTAIN POWER/PACIFICORP in the manner by which and under the circumstances their smart meter was installed on my home.

INTRODUCTION

Prior to the installation of a smart meter (Trespassing Technology) on my home, there was in place for the past 1 year a relationship of a "contractual" nature between myself and ROCKY MOUNTAIN POWER/PACIFICORP, who currently provides me with electrical power to my home. I, in turn naturally, 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 does not have autonomous authority in and of itself to access my private property to troubleshoot and or make necessary repairs to electrical equipment or for any other reason at any time, day or night until they receive notification from me authorizing and granting them permission at that time, on a one-time case-by-case basis only for them to proceed to do the specified request. Anything other than this is a trespass, invasion of my privacy, security, unalienable Rights, including my private property rights which cannot be diminished, as well as a violation of our existing contractual agreement.

Let me be clear on this issue of "access" which ROCKY MOUNTAIN POWER/PACIFICORP claims that I 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 contractual agreement. 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 electrical meter at any time, whether I am at home or if no one is at home, neither has there ever been in place any agreement with ROCKY MOUNTAIN POWER/PACIFICORP to "access" my private property to make a non-repair (or install a Trespassing Technology) when no request for such type of service was ever made, and no defective electrical equipment on my private property existed. So, if no defective electrical equipment existed on my private property and I did not call ROCKY MOUNTAIN POWER/PACIFICORP to report any troubles/problems with my electrical service and thus no electrical repairs were needed, what were there personnel doing on my private property without my consent which was contrary to our then existing contractual agreement?

Understand that this whole issue surrounds a matter of a then existing "contract" which ROCKY MOUNTAIN POWER/PACIFICORP impaired my obligation to. This contractual relationship has been in place since we moved in our home about 1 year ago when we requested ROCKY MOUNTAIN POWER/PACIFICORP to 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 "contract" without any prior proper notification or full disclosure that they were attempting to change said terms of or initiate a new contract without my knowledge and consent in order for them to bully their way onto my private property to make a non-repair (or install a Trespassing Technology) which was not part of my then existing contractual agreement with them.

As you well know, for any changes to be made to a contract, both parties must be, in agreement, and both parties must have clear understanding of any and all terms and changes in

terms of said contract to be valid and binding. This is simply not the case in this matter. To allow this abuse to continue would be a travesty of justice. ROCKY MOUNTAIN POWER/PACIFICORP acknowledges the existence of our contractual relationship (see Exhibit B) then and now but in a skewed and twisted fashion, not relating the matter truthfully. They propagate deceptions and lies that the smart meter is safe and the homeowner is the antagonist and an uncooperative party for not wanting their smart meter, making me 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.

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

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.

FACTUAL ALLEGATIONS

I, Christy Armbruster, hereinafter referred to as complainant, in pro per, complaining of ROCKY MOUNTAIN POWER/PACIFICORP and their Trespassing Technology, hereinafter referred to as "violator", respectfully alleging various felonious acts being perpetrated upon complainant as follows:

COUNT 1: Breach of the peace. ROCKY MOUNTAIN POWER/PACIFICORP's unlawful intrusion onto complainant's private property and into complainant's home has resulted in a breach of complainant's and other household members peace causing undue fear, emotional and physical stress of complainant and other household members, as a result of the installation of the smart meter.

COUNT 2: Extortion of complainant's will, consent, and rights through use of threat, duress, and coercion which induced complainant to accept, by wrongful use of fear, and under color of official right ROCKY MOUNTAIN POWER/PACIFICORP's smart meter (Trespassing Technology) while holding the threat of electrical service disconnection over complainant's head.

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

COUNT 4: Extortion and takeover of complainant's private property for commercial use. Violators, by wrongful use of fear and under color of official right, utilizing deception, strong-arm intimidation tactics, threat, duress, and coercion, did cause complainant to accept a smart meter to

avoid termination of complainant's electrical service for non-compliance. This resulted in ROCKY MOUNTAIN POWER/PACIFICORP ability to take over complainant's private property in order to install a smart Meter "relay station" (Trespassing Technology) on complainant's property, for the sole benefit of ROCKY MOUNTAIN POWER/PACIFICORP and outside third-party entities without any just authorization and compensation to complainant for such. This amounts to theft, unlawful conversion of private property, unjust enrichment, and violation of complainant's FIFTH AMENDMENT right to not be deprived of complainant's right to life, liberty, or property, without due process of law.

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

COUNT 6: Threat with intent to commit harm to complainant and other household members by shutting off electrical power to complainant's home if complainant did not allow ROCKY MOUNTAIN POWER/PACIFICORP to install a smart meter (Trespassing Technology) on complainant's house. This threat and intent to commit harm by ROCKY MOUNTAIN POWER/PACIFICORP constitutes wrongful use of fear to induce consent, causing complainant to accept installation of said smart meter to avoid termination of complainant's power even though complainant did not want the smart meter. Termination of electrical power would have caused severe hardship, stress, and duress, as well as severe physical and emotional harm to complainant and other members of complainant's household.

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.

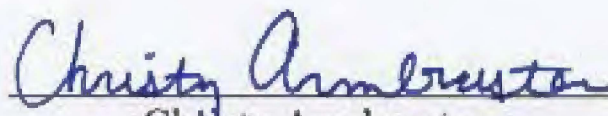
To constitute "extortion," the wrongful use of fear must be the operating cause producing consent. People v. Biggs, 178 Cal. 79, 172 P. 152, 153.

CONCLUSION

I respectfully request that your OFFICE of the Idaho Public Utilities Commission investigate this entire matter concerning this wicked and wanton behavior and the strong-arm intimidation tactics of ROCKY MOUNTAIN POWER/PACIFICORP and why they are permitted to continue to violate and interfere with customer's valid contractual agreements against their will and free consent, as well as violating their FOURTH and FIFTH AMENDMENT Rights, and other violations mentioned above.

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

Very truly,


Christy Armbruster

Fw: Important information about your electric meter

From: armbrujl@frontiernet.net (armbrujl@frontiernet.net)

To: armbruca@yahoo.com

Date: Tuesday, November 22, 2022 at 06:19 AM MST

----- Forwarded Message -----

From: Rocky Mountain Power <accountservices@info.rockymountainpower.net>

To: "armbrujl@frontiernet.net" <armbrujl@frontiernet.net>

Sent: Friday, November 18, 2022, 04:10:21 PM MST

Subject: Important information about your electric meter



Dear Christy Armbruster,

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 3807 E 120 N Rigby ID. 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.

Have questions? Contact Us | 1-888-221-7070 | Español 1-888-225-2611



Update Profile

This email was sent by Rocky Mountain Power, 1407 W North Temple, Salt Lake City, UT 84116

© 2022 Rocky Mountain Power

Rocky Mountain Power has processed your request

From: noreply@rockymountainpower.net

To: armbruca@yahoo.com

Date: Monday, October 18, 2021 at 06:51 PM MDT

Dear Christy Armbruster:

Rocky Mountain Power completed your online request to start service at 3807 E 120 N RIGBY ID 83442 effective 10/25/2021. No further action is necessary.

If you have questions, please send us a message at <https://www.rockymountainpower.net/contact> or call us at 1-888-221-7070. Any of our customer care specialists will be happy to assist you.

Set up and manage your account the way you like with these convenient solutions:

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Our mobile app makes it easy to pay your bills, track power outages and more. Simply use your existing online log in for our mobile app. Download the Rocky Mountain Power app today.

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Let us provide you courtesy updates your way, right away. Customize text and email alerts for your account at <https://www.rockymountainpower.net/alerts>

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Need helpful tips on energy savings or rebates? Visit <https://www.rockymountainpower.net/save>

Register online account at <https://csapps.rockymountainpower.net/idm/create-profile> or connect to an existing account at <https://csapps.rockymountainpower.net/secure/my-account/manage/add-account>

Thank you for being our customer.

Rocky Mountain Power