

_____, 20____
[month] [day] [year]

NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY

**SILENCE IS ACQUIESCENCE, AGREEMENT AND DISHONOR
THIS IS A SELF-EXECUTING CONTRACT**

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

To:

1. Lynn Good acting as Chairman, President and CEO
[Respondent #1 name] [title]
of DUKE ENERGY and as the woman
[organization - UPPERCASE] [man or woman]
 2. Catherine S. Stempien acting as State President - Florida
[Respondent #2 name] [title]
of DUKE ENERGY and as the woman
[organization - UPPERCASE] [man or woman]
 3. Gary F. Clark acting as Chairman
[Respondent #3 name] [title]
of THE FLORIDA PUBLIC SERVICE COMMISSION and as the man
[organization - UPPERCASE] [man or woman]
 4. Rick Scott acting as Senator
[Respondent #4 name] [title]
of FLORIDA and as the man
[organization - UPPERCASE] [man or woman]
- Yet to be named acting as role of those yet to be named and as the man/woman

Hereinafter: Respondents/Libellees

From:

Diane B. Dixon, sui juris, a woman, hereby claiming all rights *nunc pro tunc*
[Claimant/Libellant name] [man or woman]

Hereinafter: Claimant/Libellant

RECEIVED-FPSC
2020 FEB 20 AM 11:50
COMMISSION
CLERK

NOTICE TO RESPONDENTS / LIBELLEES

IT IS NOT CLAIMANT/LIBELLANT'S 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, AND ARE EXPRESSLY FOR YOUR BENEFIT TO PROVIDE YOU WITH DUE PROCESS AND A GOOD FAITH OPPORTUNITY TO STATE A VERIFIED CLAIM.

PREAMBLE

NOTICE

Daniel Chap IV verse 17

This matter is by the decree of the watchers, and the demaund by the word of the Holy ones: to the intent that the liuing may know, that the most High ruleth in the kingdome of men, and giueth it to whomsoeuer hee will, and setteth vp ouer it the basest of men.

WHEREAS, it appears there is a global agenda to implement a so named "Smart Grid"; and

WHEREAS, it appears the said agenda is being, or is to be implemented, in the landmass commonly known as

Florida and or STATE OF FLORIDA; and
[state - common name, e.g. "Michigan"] [state - UPPERCASE, e.g. "STATE OF MICHIGAN"]

WHEREAS, it appears that there is an agenda of false information regarding privacy, cost, safety, health, security, billing modifications and other various concerns or considerations, due to the direct or indirect effects of the so named "Smart Grid" and or its components, including but not limited to the so named "smart meters", "advanced meters", non-transmitting digital meters and or related technologies with capabilities of emitting microwave frequencies and or transmitting detailed data of in-home activities relating to consumption of electrical, and or water, and or gas (components collectively referred to as "Trespassing Technology"); and

WHEREAS, it appears the agenda of false information is being utilized to deceive unsuspecting utility owners/employees, government officials, lawmakers, public health officials, et al., or alternatively give plausible deniability to utility owners/employees, government officials, lawmakers, public health officials, et al. that appear to be complicit with and or actively participating in the said "Smart Grid" agenda; and

WHEREAS, it appears that implementation of the so named "Smart Grid" and or some of its components, including but not limited to "smart meters" and or "advanced meters" do in fact cause harm of various kinds; and

WHEREAS, it appears some or all of the various forms of harm caused by the implementation of the so named "Smart Grid" and or its various components, can be considered a tort and are compensable by law; and

WHEREAS, it appears there is no bond of record in existence, nor any source of indemnification regarding the so named "Smart Grid" and its various effects that may be considered as causing harm of various kinds; and

WHEREAS, a person with full knowledge of a potential harm, whether caused directly by the person or not, and that person is endowed the ability and or duty to act upon the said knowledge in a way to avoid or otherwise mitigate the potential harm, and fails to do said actions, is liable for the inevitable harm caused, and or may be found negligent where there is a duty of care; and

WHEREAS, it is a **fundamental principle of law** that nobody is above the law including, but not limited to, all government actors. The government immunity clause **only** applies to government actors when they are performing their actions of their office defined by their office **in good faith** and that the **UNITED STATES SUPREME COURT** has made a ruling regarding public officials being held liable for actions done or failure to perform required actions, in the case of **MILLBROOK v. UNITED STATES () 477 Fed. Appx. 4.**

THEREFORE I, Diane B. Dixon, Claimant/Libellant, do hereby issue and serve by

[Claimant/Libellant name]

delivery, this instant contractual **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** to the above named and unnamed Respondents/Libellees as the situation requires.

SITUS

Governing Law

This instant Contract, (hereinafter the "Contract"), initiated by Respondents/Libellees (*SEE EXHIBIT*), is created pursuant to the signatories' right of contract. You agree that no claim of interest in the Contract shall be assumed other than as expressly represented hereunder, and that the Contract shall be governed by and construed exclusively in accordance with the agreement of the parties as expressly stated hereunder. You agree that all words in this Contract are as the Claimant/Libellant understands them.

Restriction of Jurisdiction

Other than as expressly represented herein, you agree that no section of the Contract shall be assumed to constitute a voluntary election by any of the parties thereto to submit the Contract or the said parties to any venue of law, jurisdiction, court or tribunal, other than the agreement of the parties as stated hereunder. You agree that the Contract shall not be deemed to be subject to the laws of the Federal Government, any State, political subdivision thereof, or any other legal fiction, procedural phantom, political construct, or any other jurisdiction, real or imagined, unless such election is voluntarily made in writing by the Claimant/Libellant or his/her agent(s). You agree that no person(s) shall have any authority to control any decision regarding the Contract; no powers, interest or authority to amend, alter, modify or terminate the Contract are granted to any party, person, individual, agency, court or entity, real or imagined, other than as expressly represented hereunder, and no such powers, interest or authority shall be assumed; all such powers, interest and authority being expressly prohibited hereunder. You agree that any representation by any party, person, individual, agency, court or entity, real or imagined, that any such powers, interest or authority exists shall be deemed a confession by the representing party/entity to joining the contract pursuant to the terms herein (see *Joining the Contract*) for which the Joinder Fee has been established herein at Ten Million United States Dollars per each such event.

Joining the Contract

It is agreed that a joinder fee shall be established in the amount of **Ten Million United States Dollars per each action, of a party not named herein**, which attempts to impair this Contract or stultify any of the parties thereto; and that this fee shall be due from said party. It is agreed that any party that fails to timely pay a *True Bill* agrees to a right of lien having been created and perfected against that party.

GUARANTEES & WAIVER OF BENEFITS

Guarantees for this instant action are the 1611 King James Bible, The Coronation Oath of Elizabeth Alexandra Mary: Windsor, the United States Constitution, The Bill of Rights, Constitutional Oaths of Office, The Common Law and Law Merchant, the Uniform Commercial Code, and case law.

The Claimant/Libellant does not claim any benefit of said Guarantees, and are included solely as a reference to the law and conduct of named and unnamed Respondents. Bible references are exclusively from the 1611 King James Bible and are used due to oaths being sworn on it specifically, rather than the so called "authorized version" which reads the same, but is 'technically' different when written due to the spellings. The use of Bible references in this instant action are for jurisdictional purposes, and no adherence or non-adherence to any organized religious group, including but not limited to registered corporate organizations, on the part of the Claimant/Libellant may be assumed.

PLAIN STATEMENT OF FACTS

1. The Common Law is the highest jurisdiction of man made law and jurisprudence for the men and women sojourning on the landmass commonly referred to as the United States of America with the exception of the landmass commonly called Louisiana, which has Civil Law.
2. The Law Merchant is tied to the Common Law and is the highest jurisdiction of man made law for the men and women sojourning on the landmass commonly referred to as the United States of America concerning commerce and associated contracts, bills, commercial instruments, jurisprudence et al.
3. The Uniform Commercial Code is a code accepted or partially accepted by agreement of the various States regarding commercial contracts, commercial instruments, transactions, et al.
4. The United States Constitution is the supreme contract for the men and women sojourning on the landmass commonly referred to as the United States of America.
5. The Common Law reflects the Laws as recorded in the group of books commonly referred to as The Holy Bible and is verified by Sir William Blackstone in his published *Commentaries* which were instrumental to the founding Fathers in the framing and establishing of American jurisprudence.
6. The past and present so called Monarchs of Great Britain must swear a corporeal oath and thereby contract to uphold and defend the laws as recorded in the letters patent 1611 King James Bible as well as the Common Law.
7. There are references to a higher jurisdiction in the Declaration of Independence, including but not limited to; The Laws of Nature and of Nature's God,...endowed by their Creator with certain unalienable Rights,...appealing to the Supreme Judge of the world for the rectitude of our intentions,...with a firm reliance on the protection of Divine Providence.
8. The Oaths of Office are clear regarding the adherence to the Constitution.
Article II, Sec. 1, last clause: The President promises to "preserve, protect and defend the Constitution".
Article VI, last clause: All other federal and State officers and judges promise to "support" the Constitution.
9. For any Respondent/Libellee who has sworn an oath of office to support and or defend the United States Constitution, **the Claimant/Libellant hereby accepts that oath of office.**

Numbers Chap XXX verses 1-2

¹And Moses spake vnto the heads of the tribes, concerning the children of Israel, saying, This *is* the thing which the LORD hath commanded. ²If a man vowe a vow vnto the LORD, or sweare an othe to bind his soule with a bond: he shall not breake his word, hee shall doe according to all that proceedeth out of his mouth.

Leuiticus Chap V verses 3-5

³Or if he touch the vncleannesse of man, whatsoever vncleannesse it be that a man shalbe defiled withall, and *it* be hid from him, when he knoweth *of it*, then he shalbe guilty. ⁴Or if a soul sweare, pronouncing with his lips to do euill, or to do good, whatsoever it be that a man shall pronounce with an oath, and *it* be hid from him, when he knoweth *of it*, then he shalbe guilty in one of these. ⁵And it shalbe when he shalbe guiltie in one of these things, that he shall confesse that hee hath sinned in that thing.

10. When Congress makes a law which is outside the scope of its enumerated powers, it is no “law” at all, but is **void**; and American men and women have no obligation to comply. Alexander Hamilton says this repeatedly in The Federalist Papers. Here are a few examples:

“...If the federal government should overpass the just bounds of its authority and make a tyrannical use of its powers, **the people**, whose creature it is, **must appeal to the standard they have formed, and take such measures to redress the injury done to the Constitution as the exigency may suggest and prudence justify...**” (Federalist No. 33, 5th para). [emphasis added]

“...acts of ... [the federal government] which are NOT PURSUANT to its constitutional powers ... will [not] become the supreme law of the land. **These will be merely acts of usurpation, and will deserve to be treated as such...**” (Federalist No. 33, 6th para). [emphasis added]

“...every act of a delegated authority, contrary to the tenor of the commission under which it is exercised, *is void*. **No legislative act ...contrary to the Constitution can be valid.** To deny this, would be to affirm ... that men ... may do not only what their powers do not authorize, but what they forbid.” (Federalist No. 78, 10th para). [emphasis added]

11. Trespassing Technology does harvest data about the activities of men and women in private dwellings without their consent. In January 2015, it was stated by Miles Keogh, a director of the National Association of Regulatory Utility Commissioners, that:

“I think the data [from “smart” meters] is going to be worth a lot more than the commodity that’s being consumed to generate the data.”

(Originally published at <http://www.politico.com/story/2015/01/energy-electricity-data-use-113901>)

12. When it is proven, by tacit agreement or otherwise, that Trespassing Technology, being implemented worldwide, originates from outside the republic of the United States of America; and or proven tacitly or otherwise that the “smart grid” agenda is an assault on the men, women and children of the Republic, their real and other properties, wild and domestic livestock, pollinating insects which affect agriculture/food supply, right of privacy, well-being, liberty, or right to equitable contracts; and or proven tacitly or otherwise that any Trespassing Technology or the various “legal” actions used to implement it are contrary to, and a collateral or direct attack upon, the United States Constitution, **there may be grounds for a Grand Jury indictment for treason, to wit:**

U.S. Constitution, Article III Section 3

Treason shall consist only in levying War against them, **or in adhering to their Enemies, giving them Aid and Comfort.** No Person shall be convicted of Treason unless on the **Testimony of two Witnesses** to the same overt Act, or on Confession in open Court. The Congress shall have Power to declare the Punishment of Treason, but no Attainder of Treason shall work Corruption of Blood, or Forfeiture except during the Life of the Person attainted. [emphasis added]

Deuteronomie Chap XVII verse 6

At the mouth of **two witnesses**, or three witnesses, shall he that is worthy of death, be put to death: *but* at the mouth of one witness he shall not be put to death.

Deuteronomie Chap XIX verse 15

One witness shall not rise up against a man for any iniquitie, or for any sinne, in any sinne that he sinneth: at the mouth of **two witnesses**, or at the mouth of three witnesses, shall the matter be established.

S. Matthew Chap XVIII verse 16

But if he will not heare thee, then take with thee one or two more, that in the mouth of **two or three witnesses**, every word may be established.

II. Corinthians Chap XIII verse 1

This *is* the third *time* I am coming to you: in the mouth of **two or three witnesses** shall every word be established.

To the Hebrewes Chap X verse 28

Hee that despised Moses Lawe, died without mercy, vnder **two or three witnesses.** [emphasis added on each item above]

U.S. Constitution, Amendment IV

The **right** of the people to be secure in their persons, **houses**, papers, and effects, **against unreasonable searches and seizures, shall not be violated**, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized. [emphasis added]

U.S. Constitution, Amendment XIV Section 1.

All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

18 U.S. Code § 2382 - Misprision of treason

Whoever, owing allegiance to the United States and **having knowledge of the commission of any treason** against them, conceals and does not, as soon as may be, disclose and make known the same to the President or to some judge of the United States, or to the governor or to some judge or justice of a particular State, **is guilty of misprision of treason and shall be fined under this title or imprisoned not more than seven years, or both.** [emphasis added]

CONDITIONAL ACCEPTANCE OF OFFERS TO CONTRACT

Point of Law

All contracts commence with an offer and only become binding upon acceptance. See: Farnsworth on Contracts, ©2004 by E. Allen Farnsworth, Third Edition, Aspen Publishers, ISBN: 9780735541429 (vol.1).

Binding Contract

This *International Commercial Claim/Lien Within the Admiralty Private Agreement and Disclosures, Notice of Liability*, with all attachments comprises a **binding contract** between Respondents/Libellees and the Claimant/Libellant for the purpose of establishing the honorable terms of the seller/buyer relationship you proposed, and eliminating faulty assumptions. It is referred to herein as the "Contract" although it is an inland claim which, when perfected, will constitute a lien against the parties as described hereunder. The terms "you," "your," and "yours" refer to each Respondent named and additional yet to be named respondents in the Contract individually and collectively. This Contract supersedes any and all previous agreements, whether expressed or tacit, between the parties.

Agreement & Waiver of Rights

If you agree with all of the terms of the Contract, you need not reply. Your silence will constitute your agreement and acceptance of all of the terms, statements and provisions hereunder as your complete understanding and agreement with the Claimant/Libellant and your waiver of any and all rights, remedies and defenses of protest, objection, rebuttal, argument, appeal and controversy for all time. You agree that your agreement, having been granted knowingly, voluntarily and with full disclosure, settles all matters finally and forever, and cannot be withdrawn.

Disagreement & Failure to Reply

You may disagree with any of the terms of the Contract by stating a verified claim with particularity (see *Stating a Claim* below). You and the Claimant/Libellant agree that a reply which is *not* verified, or a reply from a third party agent lacking first-hand knowledge of the facts, will constitute your "failure to reply" as defined herein. If you fail to reply or state a claim by the indicated *Effective Date*, the Contract will become **binding** and fully enforceable in the admiralty venue as a maritime lien subject to levy, distraint, distress, certificate of exigency, impound, execution and all other lawful and/or commercial remedies.

Offer of Immunity—Stating a Claim

You may avoid all liability and obligations under this Contract by simply replying no later than the *Effective Date* with a verified statement that proves any claim you feel you may have against the Claimant/Libellant or Claimant/Libellant's interests. The statement must be sworn to be true under penalty of perjury and supported by certified factual evidence and verified proof.

Alternatively, you may reply with a point-by-point rebuttal of the Contract sworn to be true, to which you attach certified factual evidence. In the event you decline this good faith Offer of Immunity, you agree with all terms, facts, statements and provisions in this Contract and your obligations hereunder.

Administrative Remedy Under Verified Seal

The Contract constitutes the Claimant/Libellant's administrative remedy pursuant to your offer(s) "to exchange electricity meters". If you fail to reply, or fail to state a verified superior claim by the *Effective Date* as described, you agree that the Claimant/Libellant has exhausted his/her administrative remedy (his/her procedure to negotiate a satisfactory mutual settlement) and has stated a claim upon which relief can be granted.

Opportunity to Exhaust Your Administrative Remedy

If you fail to state a verified claim by the *Effective Date* as described, you agree that you have failed to, and are forever barred from ("estoppel"), exhausting your administrative remedy, and therefore can never seek judicial intervention regarding the Contract now or at any time in the future.

Joining the Contract

You and the Claimant/Libellant agree that the joinder fee for any party not currently named on the Contract, seeking the privilege of joining the Contract, is hereby established at Ten Million United States Dollars per each attempt/event of impairment.

Terms of Reply

As with any administrative process, you may rebut the statements and claims in the Contract by executing a verified reply, point-by-point with evidence that is certified to be true and in affidavit form, correct and complete, to be received by Claimants no later than 5:00 PM on the *Effective Date*.

Non-performance

The terms "non-performance" and "failure to perform" are defined to mean failure to perform any obligation under this Contract on or before the *Effective Date* including, but not limited to, "failure to reply" to this Contract as that term is defined herein, failure to exhibit evidence of a superior claim upon request, purporting an unverified statement to be a claim, failure to verify a claim within twenty-four (24) hours of demand, failure to honor a pre-existing and or superior claim, and any other failure to perform an obligation under the terms and provisions of the Contract.

Failure to Reply

The term "failure to reply" means your failure by the *Effective Date* to reply to this Contract (silence) or "insufficiency of reply" as that term is defined herein. You agree that failure to reply conveys your agreement with all of the terms and provisions of the Contract.

Insufficiency of Reply

The terms "insufficiency of reply" and "insufficient reply" are defined to mean a response which is received by the *Effective Date* and which fails to rebut any of the *established* terms, provisions, statements or claims in the Contract, or offers blanket denials, unsupported rebuttals, inapposite rebuttals such as "not applicable" or equivalent statements, declarations of counsel and or other third parties who lack first-hand material factual knowledge, and or any rebuttal which lacks verification or an equivalent level of risk or fails to exhibit supportive evidence certified to be true, correct and complete under full commercial liability. You agree that any such response is deemed to be legally and lawfully insufficient to rebut the established statements in the Contract, thereby conveying your agreement with all of the terms and provisions of the Contract.

Tacit Agreement

You may admit to all statements and claims in the Contract by simply remaining silent. The parties herein agree that failure to reply or insufficiency of reply as defined herein constitutes agreement with all terms, provisions, statements, facts and claims in the Contract.

qui tacet consentire videtur

“Silence can only be equated with fraud where there is a legal or moral duty to speak, or where an inquiry left unanswered would be intentionally misleading...”

U.S. v. Tweel, 550 F.2d 297, 299 (1977), quoting U.S. v. Prudden, 424 F.2d 1021, 1032 (1970).

“When circumstances impose duty to speak and one deliberately remains silent, silence is equivalent to false representation.”

Fisher Controls International, Inc. v. Gibbons, 911 S.W. 2d 135 (1995).

“When a person sustains to another a position of trust and confidence, his failure to disclose facts that he has a duty to disclose is as much a fraud as an actual misrepresentation.”

Blanton v. Sherman Compress Co., 256 S.W. 2d 884 (1953).

Silence activates estoppel, pursuant to Carmine v. Bowen, 64 A. 932.

UCC Section 2--201. Formal Requirements; Statute of Frauds.

(1) Except as otherwise provided in this section a contract for the sale of goods for the price of \$500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or broker....

(2) Between merchants if within a reasonable time a writing in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents... it satisfies the requirements of subsection (1) against such party unless written notice of objection to its contents is given within ten days after it is received. [emphasis added]

Conditional Acceptance

The offer(s) from Respondent(s) to install a so named “smart meter”, “advanced meter” or any other name to describe one or more components of the so called “Smart Grid” at or near the private dwelling and or workplace of the Claimant/Libellant, is the commencement of a contract negotiation, or meeting of the minds. The contract becomes binding upon **unconditional** acceptance or performance.

Performance and Acceptance of Offer to Contract under Reservation of Rights

The Claimant/Libellant reserves the right not to be compelled to perform under any contractual agreement that has not been **fully disclosed** in the prescribed form as herein **claimed**.

Terms of Conditional Acceptance

I, Diane B. Dixon, Claimant/Libellant, hereby notices Respondents/Libellees that
[Claimant/Libellant name]

your offer to contract is formally **conditionally** accepted under reservation of all immutable and natural rights *nunc pro tunc* **without prejudice** whether expressed or not, **and** upon full disclosure of any and all perils involved with the so named "Smart Grid" and any of its components, **and** upon a point-by-point rebuttal of the attached affidavit, to which you attach certified factual evidence sworn to be true.

If the Respondent/Libellee should fail to meet the requirements as defined in the section *Insufficiency of Reply*, it shall constitute your full agreement with the following contractual terms in all jurisdictions:

1. "Smart Grid" components, and or so named "smart meters", "advanced meters", "AMI" and or Trespassing Technology (as defined herein), must not be installed at or near the private dwelling and or workplace of the Claimant/Libellant:
c/o 270 Golden Days Dr. Casselberry Florida
[Claimant/Libellant physical address] [city] [state]
2. **The Claimant/Libellant consents to only (an) analog meter(s), with no digital components, no switching mode power supply, no data recorder and no transmitter.** Any other meter type does constitute Trespassing Technology and does cause harm.
3. In a case where Trespassing Technology has already been installed without express consent, the original service contract between the utility and the account holder is deemed to have been breached, and therefore offending parties involved are subject to lawful remedies for breach of that contract.
4. Respondents/Libellees accept full liability for any and all harm or loss caused by Trespassing Technology, for which remedy may be sought according to tort law, criminal law, strict liability, negligence and or ultrahazardous activity.
5. "Smart Grid" components, and or so named "smart meters", "advanced meters" and or Trespassing Technology, if already installed at or near the private dwelling and or workplace of the Claimant/Libellant, **must be removed within 7 days** of the date of Binding Administrative Judgment as defined herein.
6. "Smart Grid" components, and or so named "smart meters", "advanced meters", and or Trespassing Technology, if already installed, and not removed within 7 days of the date of Binding Administrative Judgment as defined herein, may be removed by others, and the cost of removal shall be charged to Respondents/Libellees.
7. **Utility service shall not be altered nor discontinued** without specific written instruction from the Claimant/Libellant directing the utility to take such action.
8. In the case of a "smart meter", "advanced meter", and or Trespassing Technology changed back to a previously authorized analog meter prior to receiving this notice, utility service shall not be altered or discontinued.
9. **No additional fees may be charged** to the Claimant/Libellant for not receiving a so named "smart meter", "advanced meter", and or Trespassing Technology.
10. A fee schedule of twenty-five thousand (\$25,000) **United States Dollars**
[daily liability - written long form] [daily liability - short]
per day for any Trespassing Technology installed near the Claimant/Libellant's private dwelling and or workplace, shall be due and payable from the Respondent/Libellee to the Claimant/Libellant, or to another recipient or organization if specified in writing by the Claimant/Libellant.
11. In the case of failure to pay any fees within thirty days of presentment of a True Bill, you agree to a lien against you, subject to levy, distraint, distress, certificate of exigency, impound, execution and all other lawful and or commercial remedies.
12. Aiding and abetting the implementation of so named "Smart Grid", and or so named "smart meters", "advanced meters", and or any other Trespassing Technology **is an act of Treason for those under oath to the United States Constitution.**

NOTICE

REPLY MUST BE BY THE EFFECTIVE DATE, WHICH IS FOURTEEN (14) DAYS FROM THE POSTMARK DATE OF THIS CONTRACT.

REPLY MUST BE TO THE POSTAL LOCATIONS OF THE TWO WITNESSES:

William Dixon c/o 270 Golden Days Dr., Casselberry, FL
Witness #1 [print] [witness mailing address] [city] [state]

Christian Cuevas c/o 270 Golden Days Dr., Casselberry, FL
Witness #2 [print] [witness mailing address] [city] [state]

ABATEMENT OF ERRORS AND OMISSIONS

If the Respondents/Libellees, its co-parties and officers discover any errors or omissions, legal or otherwise, in or related to this instrument, said agents, officers and co-parties are required to notice the Claimant/Libellant at the required postal location(s), by Registered or Certified Mail, with a point-by-point description of any such errors and omissions or defects for correction within three (3) days of receiving this Notice, or forever admit the lawful execution of this Notice as a matter of the public record.

If additional time is required for replying, a request must be received by the Claimant/Libellant in the prescribed form at the postal locations herein within the three (3) days allotted or be forever barred from contest under the doctrine or maxim of Collateral Estoppel.

TRESPASS UPON PRIVATE CONTRACT

Any collateral attack on this Contract is in bad faith and is a criminal trespass.

AGREEMENT AND WAIVER OF RIGHTS

If the Respondents/Libellees agree with all of the statements herein, a reply is not necessary.

If Respondents/Libellees choose to remain silent, Respondents/Libellees agree and accept all of the terms, statements and provisions herein as their complete understanding and agreement with Claimant/Libellant and their waiver of any and all immunities, rights, remedies and defenses of protest, objection, rebuttal, argument, appeal and controversy for all time.

Tacit Agreement

Respondents/Libellees may admit to all statements and claims in this Notice which comprises a binding contract by simply remaining silent.

Statute Staple

This Contract is instantly self-executing upon issuance due to the failure by Respondents/Libellees to reply or perform as defined above. Respondents/Libellees agree to be bound by all of the terms of the Contract commencing on the date of default.

Confession of Judgment - Binding Administrative Judgment

The Respondents/Libellees are entitled to a Notice of Default. In consideration, Respondents/Libellees agrees to accept a Notice of Default as Binding Administrative Judgment ("Judgment") certifying Respondents/Libellees agreement with all terms, statements, facts and provisions in the Contract. Since Judgment is issued when a party waives the right to reply, all parties to this Agreement agree to be bound in perpetuity by any and all such Judgments which may be issued regarding the Contract.

The Respondents/Libellees cannot directly or indirectly seek recoupment of losses incurred, due to any terms of this Contract, from their customers or constituents. Any Respondent/Libellee will be absolved of all liability, including all outstanding amounts billed, when all Trespassing Technology is removed from the service area or constituency, as the case may be, of that Respondent/Libellee.

CONCLUSION

The Respondents/Libellees have been served this notice, including but not limited to the enclosed Exhibits, Affidavit and Bill of Lading, all of which constitute full disclosure of the so named "Smart Grid" agenda as of the date of this notice. This notice in full will be made available to anyone who chooses to use it in a subsequent claim regarding Trespassing Technology and any effect thereof, directly or indirectly causing harm of any kind to anyone or anything.

Respectfully, govern yourself accordingly.

**Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent
As Above so below**

It is written, "If they refuse to take the cup at thine hand to drinke, then shalt thou say vnto them, Thus saith the Lord of hosts, Yee shall certainly drinke."
"Thy kingdome come. Thy will be done, in earth, as it is in heauen."

I, Diane B. Dixon, herein "Claimant/Libellant," do herewith affirm and declare
[Claimant/Libellant name]
under my unlimited commercial liability that I am competent and of lawful age to state the matters set forth herein, that they are true, correct, complete, not intended to be misleading, they are admissible as evidence, and in accordance with my best firsthand knowledge, understanding and belief.

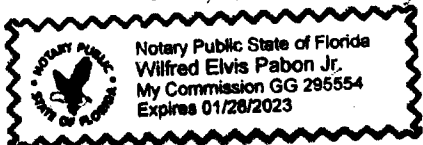
All rights reserved without prejudice

Dated this day of in the Year Two Thousand .
[day] [month - written] [year - written]

Diane B. Dixon Diane B. Dixon
Claimant/Libellant [print] [autograph]
William Dixon [Signature]
Witness #1 [autograph] Witness #2 [autograph]

On this, the 14th day of February, 2020, before me, the undersigned notary public, appeared Diane B. Dixon, known to me (or satisfactorily proven) to be the one whose name is subscribed to the within instrument, and acknowledged execution of the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



[Signature]
NOTARY PUBLIC

My Commission Expires: GG 295554



5ATT111

Duke Energy
FL-147-SGR | 299 First Avenue N
St. Petersburg, FL 33701

duke-energy.com

February 7th, 2020

Diane B. Dixon
270 Golden Days Dr.
Casselberry, FL 32707

DISCONNECT NOTICE

Please call us immediately at 727.820.4439
Mon - Fri | 8 a.m. - 5 p.m. EDT

Dear Diane B. Dixon,

We are working hard to upgrade and improve our power grid to better serve customers across the state. As part of this effort, we are currently installing new meters with advanced technologies across our Florida service territory. These smart meters use two-way communication to provide improved information and awareness about your electric use, and tools that can help save you energy and money. These features are not available with your current meter.

We have made several attempts by phone, in-person, or through written correspondence to schedule a convenient time for our technicians to replace the meter at 270 Golden Days Dr., Casselberry, FL 32707. Unfortunately, all efforts have been either disregarded or refused.

To continue providing you with electric service, we must upgrade the meter at the address noted above. There are no costs associated with the installation of the standard smart meter. If your preference is to opt for a manually read meter that lacks two-way communication capabilities, you may enroll in the Non-standard Meter option. Details of this alternative are available online at duke-energy.com/MeterOptOut. By electing this option, you will incur a one-time set-up fee of \$96.34 for installation and a monthly charge of \$15.60 on your energy bill to cover the costs of manually reading the meter. Additionally, customers participating in the Non-standard Meter option will be ineligible for any products or services enabled by smart meter technology.

Please contact us at 727.820.4439 or email us at FLSmartMeter@duke-energy.com to inform us of your decision to either:

- a) **accept the standard smart meter and enabled customer benefits, or**
- b) **enroll in the optional rider and elect the non-standard, non-communicating digital meter.**

Our goal is to continue to supply you with reliable, continuous service, but a failure to respond with a decision by February 21st, 2020 will result in a service interruption on or after February 24th, 2020. If service is interrupted, restoration will require a selection of one of the two meter options in addition to a reconnection fee

If you have additional concerns with the options provided, you may contact our customer relations team at 800.700.8744 or you may register a complaint with the Florida Public Service Commission at 800.342.3552.

Thank you for your prompt attention to this matter.

Duke Energy
Smart Meter Deployment Project

AFFIDAVIT

I, Diane B. Dixon, hereinafter "Affirmant", does solemnly affirm, declare and state as follows:
[Claimant/Affirmant name]

1. Affirmant is competent to state the matters set forth herein.
2. Affirmant has knowledge of the facts stated herein.
3. All the facts herein are true, correct, complete and admissible as evidence, and if called upon as a witness, Affirmant will testify to their veracity.

Plain Statement of Facts

4. Many utilities are installing or have installed so named "smart" or "advanced" digital utility meters and related network technologies which
 - a. can 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 or consent;
 - b. do 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
 - c. have been demonstrated to cause fires, cause hacking vulnerability, and facilitate erroneously high customer utility bills.This technology is referred to collectively as "Trespassing Technology".
5. The Trespassing Technology is designed with the explicit capability and intention to extract information from within private dwellings and or workplaces, about specific appliance usage details and other data pertaining to activities of the living occupants.
 - a. A U.S. Congressional Research report entitled "*Smart Meter Data: Privacy and Cybersecurity*" (February 3, 2012) states, "**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.**"
 - b. A senior official with the National Association of Regulatory Utility Commissioners (NARUC) admitted in an interview with Politico.com (January 1, 2015), "**I think the data [of in-home activities, harvested via so named "smart meters"] is going to be worth a lot more than the commodity that's being consumed [electricity] to generate the data.**"
 - c. In 2016, a major "smart" meter data aggregator, Onzo Ltd (UK), released a marketing video which stated, "**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.**"
6. The express consent of the living occupants is not being attained, as required under the 4th Amendment of the United States Constitution. The Trespassing Technology therefore is in direct contravention of the Constitutional privacy rights of the living occupants within their own private dwellings and or workplaces.
7. The Trespassing Technology and related infrastructure is either mounted on or is adjacent to private property, including but not limited to bodies of living men and women, without first acquiring their explicit consent.
8. Living occupants in private dwellings and or workplaces are not being justly compensated, nor consulted, nor even informed, of their private property being utilized as a relay station for the networks related to the Trespassing Technology.
9. The Trespassing Technology creates a previously non-existent vulnerability and diminishes private dwelling and or workplace security by functioning as an unsecured wireless digital gateway into the private dwelling and or workplace. The living men and women occupying the private dwelling and or workplace become subject to whatever the desires of a utility, government, or hacker who wishes to remotely interrupt or control the supply of energy to appliance(s) within the private dwelling and or workplace, or to the entire private dwelling and or workplace itself. Unauthorized access, and all of its consequences, become fully the liability of the utility - for the unauthorized installation and all resulting harm, damage, injury and loss of rights.

10. The Trespassing Technology can create measurable voltage transients, also known as dirty electricity, on existing electrical wiring, at levels that are harmful and damaging to all biological organisms. This also causes systemic inaccuracies in billing, resulting in electricity customers paying unjust amounts for unused, or wasted, energy. As a result of wasted energy caused by voltage transients due to Trespassing Technology, ground voltage has also been measured to be increased in areas where Trespassing Technology is deployed. This is also harmful and damaging to all biological organisms.
11. The Trespassing Technology can cause home fires, **which have already resulted in deaths of men and women**, in Vacaville (California), Dallas (Texas) and Reno (Nevada).
12. Due to fire and safety risks, PECO ENERGY CO (Pennsylvania) announced removal of 96,000 so named "smart meters" in 2012; the PROVINCE OF SASKATCHEWAN (Canada) announced removal of all of their 105,000 so named "smart meters" in 2014; PORTLAND GENERAL ELECTRIC (Oregon) announced removal of 70,000 so named "smart meters" in 2014; and the CITY OF LAKELAND (Florida) announced removal of more than 10,000 so named "smart meters" in 2014. In 2015, thousands of so named "smart meters" simultaneously exploded in Stockton (California).
13. The Trespassing Technology causes undesirable interference with other devices. (The FCC requires all equipment under Part 15 to cause no harmful interference, and to accept all interference received.)
14. The Trespassing Technology has caused disruptive interference that has resulted in injuries to living occupants including, but not limited to, men and women with medical implants, and the interference has not yet been mitigated in any meaningful way, as of this writing. Factual notice of harm caused by the emissions from the Trespassing Technology has been abundantly given to power companies, and the violations continue deliberately, and intentionally.
15. The Trespassing Technology transmits pulsed microwave radiation into and throughout private property, including but not limited to bodies of living men and women, without first acquiring their explicit consent. 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. Electromagnetic frequencies, when emitted from microwaves and x-ray machines, are shielded from human contact. Even cell phone manuals state a required separation between one's body and the device. Trespassing Technology has been measured to emit pulsed radiation between hundreds and tens of thousands of times greater intensity than cell phones, and as 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. Because Trespassing Technology is known to emit radiation without any warnings and without any shielding, this exposes all occupants to undisclosed electromagnetic radiation emissions and puts them in tangible and high risk of harm and injury.
16. Industry claims that the Trespassing Technology is "safe" or "harmless" are false and misleading; and are based on training, propaganda techniques, and the time-averaging of pulsed emissions, rather than the emission values of the pulses. Such claims of industry are not based on science. In addition, the problem of harm from voltage transients remains, significantly, unaddressed by power companies. Several thousand scientific studies have concluded there are biological effects from exposure to electromagnetic frequencies at power densities lower than is emitted by the Trespassing Technology. Claims by power company and government employees that the Trespassing Technology is harmless, are self-serving and fraudulent.
17. A significant number of government agencies have released statements confirming that agencies such as the US Federal Communications Commission (FCC), Health Canada and the International Commission on Non-Ionizing Radiation Protection (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. These include, but are not limited to:
 - a. Environmental Protection Agency (EPA), 1993: The FCC's exposure standards are **"seriously flawed."** (Official comments to the FCC on guidelines for evaluation of electromagnetic effects of radio frequency radiation, FCC Docket ET 93-62, November 9, 1993.)
 - b. Food and Drug Administration (FDA), 1993: **"FCC rules do not address the issue of long-term, chronic exposure to RF fields."** (Comments of the FDA to the FCC, November 10, 1993.)
 - c. National Institute for Occupational Safety and Health (NIOSH), 1994: The FCC's standard is inadequate because it **"is based on only one dominant mechanism — adverse health effects caused by body heating."** (Comments of NIOSH to the FCC, January 11, 1994.)

- d. Amateur Radio Relay League Bio-Effects Committee, 1994: "The FCC's standard does not protect against non-thermal effects." (Comments of the ARRL Bio-Effects Committee to the FCC, January 7, 1994.)
- e. Environmental Protection Agency (EPA), 2002: Norbert Hankin of the EPA's Office of Air and Radiation, Center for Science and Risk Assessment, Radiation Protection Division, wrote: "The FCC's current [radio frequency/microwave] exposure guidelines, as well as those of the Institute of Electrical and Electronics Engineers (IEEE) and the International Commission on Non-Ionizing Radiation Protection, are thermally based, and do not apply to chronic, non-thermal exposure situations.... The generalization by many that the guidelines protect human beings from harm by any or all mechanisms is not justified.... There are reports that suggest that potentially adverse health effects, such as cancer, may occur.... Federal health and safety agencies have not yet developed policies concerning possible risk from long-term, non-thermal exposures."
- f. The U.S. Department of the Interior, 2014: "Study results have documented [bird] nest and site abandonment, plumage deterioration, locomotion problems, reduced survivorship, and death.... The electromagnetic radiation standards used by the Federal Communications Commission (FCC) continue to be based on thermal heating, a criterion now nearly 30 years out of date and inapplicable today."

18. In the FCC's mission statement, there is no indication whatsoever of any jurisdiction or mandated protection of men, women, and children for biological and medical harm caused by radiofrequencies.

Please note that terms not otherwise defined herein shall have the meanings ascribed to such terms in the Notice and Demand to which this Affidavit is attached.

I, Diane B. Dixon, Affirmant, a woman, upon my full unlimited commercial liability, do
[Claimant/Affirmant name] [man or woman]
 affirm and say that I have read the above Affidavit and do know the contents to the very best of my knowledge to be true, correct, complete, and not misleading; the truth, the whole truth, and nothing but the truth.

IN WITNESS WHEREOF, autographed at Winter Park, Florida
[city] [state]
 on the 14th day of February in the Year Two Thousand and 2020
[day] [month - written] [year - written]

Diane B. Dixon, All Rights Reserved Diane B. Dixon
Claimant/Affirmant [print] [autograph]

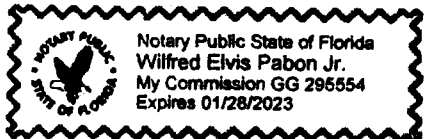
c/o 270 Golden Days Dr., Casselberry, Florida
[Claimant/Affirmant mailing address] [city] [state]

William Dixon [Signature]
Witness #1 [autograph] Witness #2 [autograph]

STATE OF Florida)
) SS:
 COUNTY OF Orange)

Before me, the undersigned notary public, this day, appeared Diane B. Dixon, to me known, who being duly sworn according to law, deposes the preceding.

Subscribed and sworn to before me this 14th day of February, 2020.
[day] [month] [year]



[Signature]
 NOTARY PUBLIC
 My Commission Expires: 01/28/2023

BILL OF LADING

Ship From		Ship To	
From: <u>Christian Cuevas</u> [Witness #1 [name]]		To: <u>Gary F. Clark</u> [Respondent [name]]	
<u>c/o 270 Golden Days Dr</u> [Witness mailing address]		<u>Chairman</u> [Title]	
<u>Casselberry</u> <u>Florida</u> [City] [State]		<u>Florida Public Service Commission</u> [Company]	
From: <u>William Dixon</u> [Witness #2 [name]]		<u>2540 Shumard Oak Blvd.</u> [Respondent mailing address]	
<u>c/o 270 Golden Days Dr.</u> [Witness mailing address]		<u>Tallahassee</u> <u>FL</u> <u>32399</u> [City] [State abbr.] [Zip]	
<u>Casselberry</u> <u>Florida</u> [City] [State]		Carrier / Shipper	
		UNITED STATES POSTAL SERVICE	
		[affix the Certified Mail tracking # sticker here]	

Cargo Manifest

1. Notarized copy of **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, from Diane B. Dixon
[Claimant/Libellant name]
2. Notarized copy of **AFFIDAVIT**, from Diane B. Dixon
[Claimant/Libellant name]
3. A copy of this **BILL OF LADING**

Original autographed documents have been retained by the Claimant/Libellant.

For the purpose of verification, I, the undersigned witness, do personally verify that the documents listed above were placed in an envelope, sealed and deposited at an official depository under the exclusive face and custody of the carrier UNITED STATES POSTAL SERVICE.

William Dixon

Witness #1 [autograph]

2-19-20

Date

[Signature]

Witness #2 [autograph]

2-14-20

Date