

Burdet, Kevin (ATG)

From: Mark Humphrey <groundsourceenergynw@gmail.com>
Sent: Saturday, January 25, 2020 8:16 PM
To: ATG WWW E-mail Public Counsel
Subject: Fwd: Harm and Hazard Caused By Electronic Utility Meters - Correction

Follow Up Flag: Follow up
Flag Status: Flagged

Hi I'm hoping this is the right email for Lisa Gafken (Unit and Chief) and Ann Paisner in the public counsel group?? throttle

I meet both of you after the WUTC meeting at the Bellevue City Hall meeting last Wednesday

----- Forwarded message -----

From: EMF Help Center <help@emfhelpcenter.com>
Date: Fri, Jan 24, 2020 at 10:02 AM
Subject: Harm and Hazard Caused By Electronic Utility Meters - Correction
To: <andrew.roberts@utc.wa.gov>
Cc: <groundsourceenergynw@gmail.com>, <Alden@saticusa.com>

Dear Mr. Roberts,

Please excuse my error. I misunderstood your position as a regulator. To have that on the record I have corrected my wording below.

A member of your constituency Mark Humphrey has quoted you as saying "I haven't seen any information that shows these meters are harmful".

If that is true you are literally killing yourself to avoid scientific, medical and technical information all around you. As a regulator, your ignorance can be far more damaging than those working at a utility.

Honestly you "Haven't seen" that electronic utility meters have no surge protectors and cause tens of thousands of structure fires every year? Take a look at the link below where CBS reported 5000 meter fires in one day in Stockton California, then please reply and tell me whether or not you "have seen information that electronic meters are harmful." As of this message you have seen that. With the preponderance of evidence you can see that any time you decide to see it.

<https://sacramento.cbslocal.com/2015/03/30/stockton-smart-meters-explode-after-truck-causes-power-surge/>

And you "Haven't seen" that electronic utility meters have switch mode power supplies which cause transients, damage appliances and make people sick? You actually think the companies YOU ARE SUPPOSED TO BE REGULATING you can put a switch mode power supply at the head end of a structural wiring grid and not cause harm? Roughly 20 percent of the population is electromagnetic sensitive. That means switch mode power supplies in your meters will medically damage 20% of your customers. But, of course, you have not exactly been out on Google searching for that kind of information have you?

Then of course the glaringly obvious RF at, sometimes, 20,000 per mW/m², pulsed, weaponized RF at power levels designed to penetrate walls, you "Haven't seen" that could cause biological harm? Below is a link to an article with direct reference to 1500 peer reviewed published scientific studies SHOWING HARM

from the same frequencies that, as you say, "harmless" electronic meters emit 24/7 as they verify network all day even when they are not transmitting data.

<https://www.emfhelpcenter.com/downloaddocs/EMFScientificStudies.pdf>

If you truly "Haven't seen" any such information then you are not competent to work for any utility company, much less regulate one. I recommend you not declare your ignorance in that way if you expect anyone to take you seriously. How do we remove incompetent bureaucrats. is there a way? Apparently not.

You need to require that utility companies offer a no-cost option of electromechanical meters and you need to do that today. Electromechanical meters are less expensive than electronic ones, there is no sense to allow a utility to charge a utility customer a penalty for having a less expensive meter.

Thousands of people who contact our offices have sent of Notices of Liability to CEO's of utility companies including PSE and regulators such as yourself. That means that when there is a house fire or an EMF injury or illness, Everyone who should know about the obvious hazards and fails to offer safe and lawful electromechanical metering is personally liable for tens of millions in claims and lawsuits. That includes you because you have been to the public meetings, you have seen people present evidence and testimony, and you have received this email message. Your failure to mitigate the hazard after being noticed is **Gross Negligence**, and that means, in any legal action, you lose all the marbles. There is no such thing as someone in Gross Negligence winning a lawsuit. You are intentionally supporting harm and hazard upon the public. Whatever your reason is for doing that it is called CORRUPTION.

We have your name on a list for naming in legal actions whenever electronic utility metering causes any harm within WUTC's jurisdiction. By your own admission, you are negligent, and after this notice that becomes intentional complicity. You and WUTC have no consideration whatsoever for the interests or safety of utility customers, and for that reason, those who are harmed by your failures, ignorance and deliberate wrongdoing will show no mercy in their future actions against you.

Sincerely,
Jerry Day
EMFhelpcenter.com

Burdet, Kevin (ATG)

From: Mark Humphrey <groundsourceenergy@gmail.com>
Sent: Saturday, January 25, 2020 10:07 PM
To: ATG WWW E-mail Public Counsel
Subject: Fwd: Harm and Hazard Caused By Electronic Utility Meters - Correction
Attachments: IMAG1511 next image off the Power meter RF transission on 1-9-2020.jpg; IMAG1527 Readings with new meter in bedroom 1-20-2020.jpg; IMAG1483 Osilliscopie picture in my garage after the AMI meter installation 12-10-2019.jpg; EMF-Exposure-Guidelines-For-Sleeping-Areas downloaded on 1-2-2020.pdf; Summary-of-Evidence-on-Smart-Meter-Fires on 10-16-2019.pdf

Follow Up Flag: Follow up
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Hi I'm truly hoping this is the right email for Lisa Gafken (Unit Chief) and Ann Paisner in the public counsel group?? As a refresher: I meet both of you after the WUTC meeting at the Bellevue City Hall meeting last Wednesday evening Jan. 22, 2020. I'm hoping this email will give you a starting point for your awareness (research) of how dangerous these new AMI meters are!!!

Jerry Day wrote to Andrew Roberts in Olympia at WUTC earlier this week... (see email below) He is the leading expert in how these new AMI meters are harming the public and endangering (public's) my health.... I have been attempting to prevent PSE from installing the new AMI (Microwave Radiation, Surveillance 24/7, Dirty Electricity, Fire Hazardous, Cancer Causing Device) meter on my home and four other neighbors since last Feb. 23, 2019. WE filed (four neighbors) Notice Of Liability (NOL) with sworn signed and witnessed documents; and PSE has chosen to Ignore or dismiss these documents with Insufficient responses or documentation to prove them safe or lawful!! These NOLs are very carefully written explaining all of our Legal Rights that we are taking back, to protect our homes, property, and most importantly our health rights!! These NOL documents became "Perfected" on March 10, 2019, by PSEs lack of Rebuttal with facts and became legal documents; but PSE went ahead and replace most all the meters on our block without our permission or consent!!! Insufficient responses from PSE continued for months with no Rebuttal to the legal statement in the NOL... Then PSE workers trespassed on the property and where caught taking my old meter off!!! I called the local police in Renton and they did nothing to support me and actually forced me to accept their meter or be without power to the home... At this point I've been forced to "Accept Under Duress" of loosing all power to the house for our medical equipment needs (Oxygen and CPAPs).

Much of my house is considered "Hot" as far as RF Microwave Radiation from this new AMI meter, despite all the screens and shielding devices we have employed on the building... My sleeping area (about 20' from AMI meter) should have an RF level **UNDER** 10 uW/m² and instead with this new AMI meter is **OVER** 2,160 uW/m² pulsed RF (that's over 200X higher than medically safe levels)... Before all these AMI meters went in (back in March of 2019), the background Microwave RF radiation in my home and in our neighborhood was below 5 uW/m² a fairly safe place to live!!

There are many other experts Dr. Devra Davis, Dr. Martin L Pall, Dr. Barrie Trower, Oram Miller and many others from around the world... These new AMI meters are unsafe, their a fire hazard, and the DE is documented to cause both Single and Double Strand DNA damage to the human body!! Links: <https://www.youtube.com/watch?v=KqAxTpJEHV5> then: <https://www.youtube.com/watch?v=SOhbKSeIecQ&t=2933s> and: <https://www.youtube.com/watch?v=1c0J89HqBsY&list=PLEpr4aa9rk9rGvhXMbZzUkzoVHQ51ch4> and: <https://www.youtube.com/watch?v=sqds4K61zIA>

I hope this is enough information for you folks to see how extremely serious situation that needs to be corrected by the WUTC and PSE for the health and well-being of constituents' here in the Pacific Northwest!!

I can provide more documentation on the health hazardous of these AMI meters, or copies of the NOL documents we filed against PSE for many many months; if you need proof of our lawful protest to their illegal meter installations???

We are very concerned that the health and well being of the public at large is being ignored by WUTC & PSE; despite the overwhelming volumes of peer review scientific research that clear shows significant health hazards' of AMI meters!!

Please investigate and acting quickly in our behalf and haul the implementation of AMI meters by PSE. And further assist us in getting "at no cost" Electro Mechanical power meters re-installed on our homes!

Best regards,

Mark J. Humphrey 425-941-2476

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Thousands of people who contact our offices have sent of Notices of Liability to CEO's of utility companies including PSE and regulators such as yourself. That means that when there is a house fire or an EMF injury or illness, Everyone who should know about the obvious hazards and fails to offer safe and lawful electromechanical metering is personally liable for tens of millions in claims and lawsuits. That includes you because you have been to the public meetings, you have seen people present evidence and testimony, and you have received this email message. Your failure to mitigate the hazard after being noticed is **Gross Negligence**, and that means, in any legal action, you lose all the marbles. There is no such thing as someone in Gross Negligence winning a lawsuit. You are intentionally supporting harm and hazard upon the public. Whatever your reason is for doing that it is called CORRUPTION.

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Jerry Day
EMFhelpcenter.com

RADIOFREQUENCY / MICROWAVE EXPOSURE GUIDELINES

(High Frequency Electromagnetic Waves)

1> BUILDING BIOLOGY PRECAUTIONARY GUIDELINES (SBM-2015) For Sleeping Areas

Power density	No Concern	Slight Concern	Severe Concern	Extreme Concern
microWatts per square meter $\mu\text{W}/\text{m}^2$	< 0.1	0.1 - 10	10 - 1000	> 1000
microWatts per square cm $\mu\text{W}/\text{cm}^2$	< 0.000,01	0.000,01 - 0.001	0.001 - 0.1	> 0.1
milliWatts per square meter mW/m^2	<0.000,1	0.000,1 - 0.01	0.01 - 1	> 1
Signal strength				
Volts per meter V/m	< 0.006,14	0.006,14 – 0.061,4	0.061,4 – 0.614	> 0.614

2> BIOINITIATIVE REPORT PRECAUTIONARY GUIDELINES (2007 - 2012) www.bioinitiative.org/

Dr. Martin Blank - Columbia University

Biologically Based Precautionary Levels 1,000 $\mu\text{W}/\text{m}^2$ or 0.1 $\mu\text{W}/\text{cm}^2$

3> CANADA AND USA GOVERNMENT GUIDELINES (1999, 2009, 2015)

In Canada, guidelines for Radio Frequency Wave exposure lay under the jurisdiction of Health Canada. Safety code 6 was developed in 1999 and offers federal guidelines for safe RF exposure levels. These limits are in the range of **2,000,000 to 10,000,000 $\mu\text{W}/\text{m}^2$ or 200 to 1000 $\mu\text{W}/\text{cm}^2$** and are based solely on the short term thermal effects or the heating of body tissue. Adverse biological effects have been documented at levels far below Safety Code 6 guidelines. No Canadian biological exposure guidelines exist for long term exposure to low level Radio Frequency Radiation. This also holds true for the USA.

AC MAGNETIC & AC ELECTRIC FIELD EXPOSURE GUIDELINES

(Low Frequency Electromagnetic Fields ELF, VLF)

1> BUILDING BIOLOGY EVALUATION GUIDELINES (SBM-2015) For Sleeping Areas

AC Magnetic - Flux Density	No Concern	Slight Concern	Severe Concern	Extreme Concern
in nanotesla nT	< 20	20-100	100 - 500	> 500
in milligauss mG	< 0.2	0.2-1	1-5	> 5

AC Electric Field strength with ground potential in volt per meter V/m	< 1	1-5	5 - 50	> 50
Body voltage with ground potential in milliVolt mV	< 10	10-100	100 - 1000	> 1000
Field strength potential-free in volt per meter V/m	< 0.3	0.3-1.5	1.5 - 10	> 10

2> BIOINITIATIVE REPORT PRECAUTIONARY GUIDELINES (2007 - 2012) www.bioinitiative.org/

Dr. Martin Blank - Columbia University

AC Magnetic Field Levels 1-2 mG / 100-200 nT

AC Electric Field Levels – Not Addressed in Report

3> CANADA AND USA GOVERNMENT GUIDELINES (1999)

In Canada, guidelines for EMF exposure lay under the jurisdiction of Health Canada. Health Canada has not independently established guidelines for magnetic field or electric field exposure. When pressed, they will state that Canada follows the International Commission on Non-Ionizing Radiation Protection "ICNIRP" guidelines (1998) of 830 mG or 83,000 nT at 60 Hz (Magnetic Field) or 4167 V/m (Electric Field) at 60 Hz for a 24-hr period. Since these guidelines are based on short-term acute exposure we still do not have guidelines that protect the public from long-term low level exposure, which is the case with the distribution of electricity. Associations based on epidemiological studies and cause-effect relationships based on laboratory experiments suggests that exposure to magnetic and electric fields should be thousands of times lower.

Hantek

DSO4102S

DIGITAL STORAGE OSCILLOSCOPE
Arbitrary/Function Waveform Generator

100MHz/1GSa/s
25MHz/200MSa/s

Hantek

Ω T

2.00ms

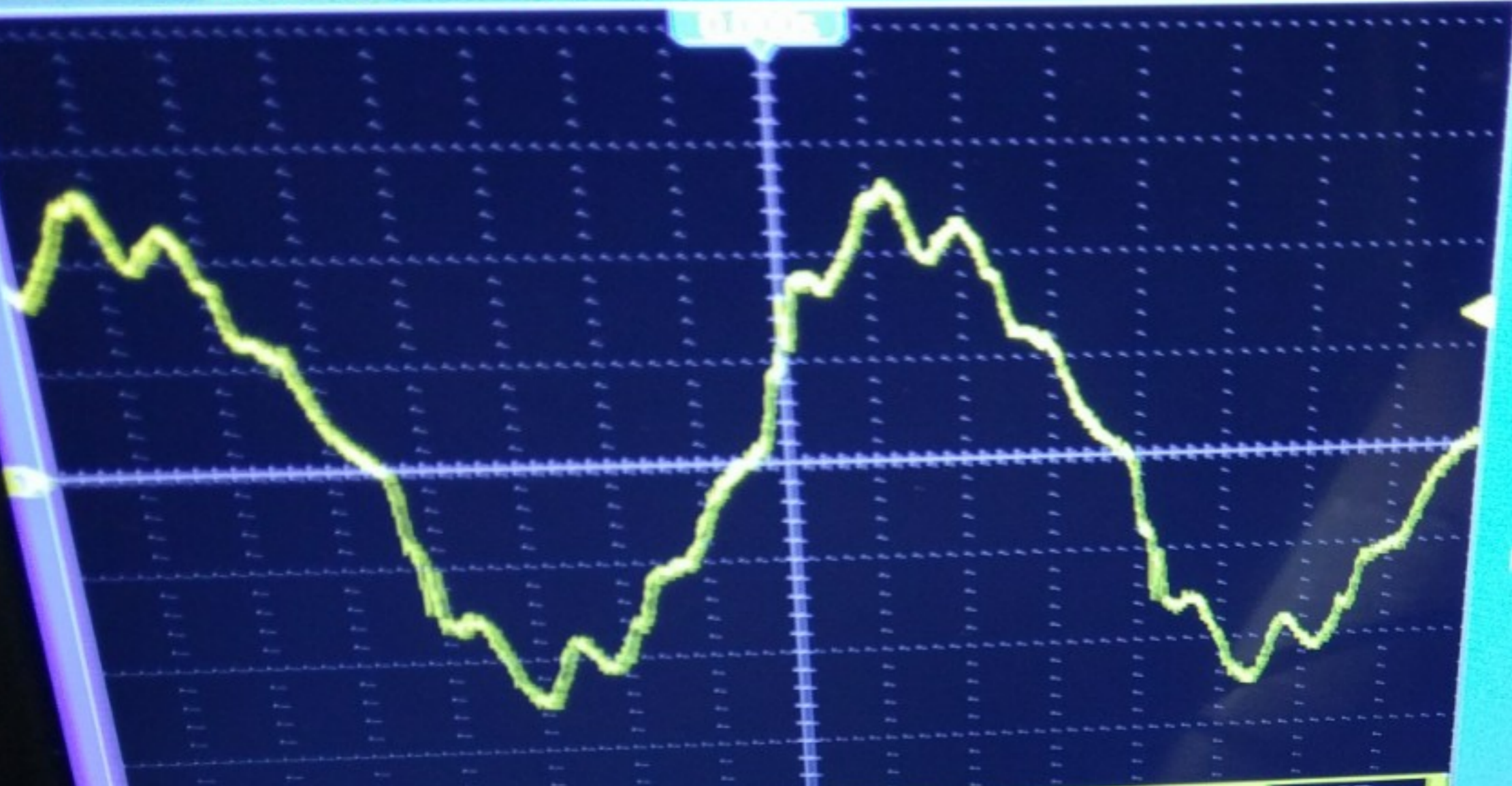
Autoset

Multi-cycle

Single-cycle

Rising edge

Falling edge



PK-PK: 1.03V Mean: 0.00V Freq: 59.98Hz Period: 16.67ms
CH1: 264mV 71.0000Hz

200mV

SD CARD

USB

5V@1MHz

V0

F0

F1

F2

F3

F4

F5

F6

UTILITY

F7

SAVE RECALL

POSITION

VOLTS/DIV

MATH

VOLTS/DIV

CH1

CH2

CH3



HF 35C
HF-Analyser
800 MHz - 2.5 GHz MHz

1000

Power Flux Density

GIGAHERTZ
SOLUTIONS
Made in Germany

CE

4G GSM LTE/4G+GSM UMTS/3G LTE
PUSH DECT WLAN M2M
GPS GAG GPS YAMAHA

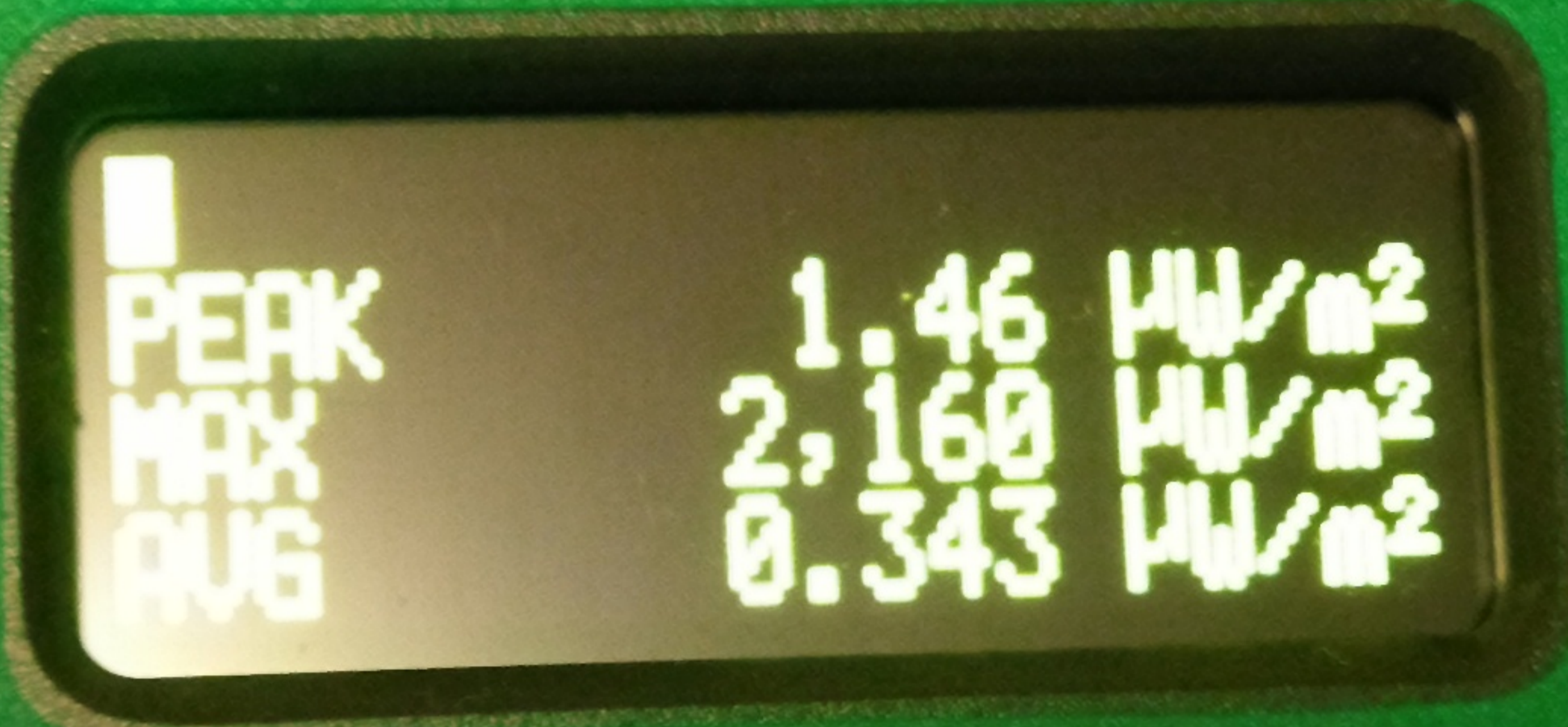
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Safe and Sound Pro II

Broadband RF Meter

Slight Moderate High Extreme



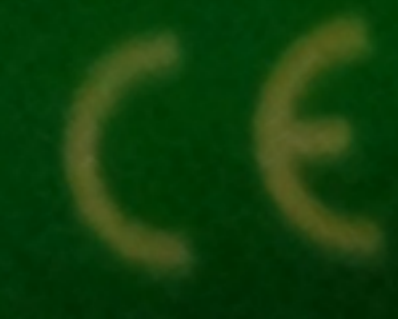
On \leftarrow |||| High
On \leftarrow \times Med
Off Low

Max
Reset

SAFE LIVING
Technologies Inc.
200 MHz - 12 GHz
650 MHz - 10 GHz ($\pm 6\text{dB}$)

Pat. Pend.

Powered by 9CI



Summary of Evidence on Smart Meter Fires



In California and around world, smart meters have been linked to fires, explosions, and damaged appliances. For every fire started at the meter, in an appliance, or on wiring, smart meter causality should be suspected.

In 2012 a Pacific Gas and Electric (PG&E) whistleblower Pat Wrigley, who worked as a meter reader for 9 1/2 years testified at California Public Utilities Commission judicial hearing:

- **Smart meters cause fires**
- **PG&E is covering up the risk**

<https://youtu.be/EnxIoltNUek>



Matt Beckett, a California fire department captain stated, *“Two years ago PG&E replaced that meter [analog] with a “Smart Meter”. Immediately following we noticed power surges in the form of our refrigerator motor intermittently speeding up simultaneously with our lights becoming brighter. As a seventeen year veteran and current Fire Captain this caused me to become very concerned.”* The Smart meter on his house was replaced with an analog, and there were no problems, until a new Smart Meter was reinstalled. This time he had two surge protectors burn out. <http://emfsafetynetwork.org/fire-captain-finds-hazardous-power-surges-follow-smart-meter-installations/>

Another California fire captain, Ross writes, *“I was at home doing yard work in the late afternoon when my wife came outside and told me that “half the power was off again”. This had been happening on and off for about two weeks ... I then went outside to*

where my meter was and I could instantly smell the burnt electrical smoke. As I was looking at the meter I inadvertently placed my hand on the meter itself and almost burned my hand...the metal box into which all the home's wiring from the meter is stored was also too hot to touch with a bare hand." <http://emfsafetynetwork.org/smart-meter-arcing/>

California Public Utilities Commission, and PG&E's response

In 2009 PG&E reported to the California Public Utilities Commission (CPUC) smart meters interfered with AFCI's and GFI's *"During the second quarter of 2009, PG&E discovered a limited number of cases of SmartMeter™ radio interference with customer electronics, including ground fault circuit interrupters (GFCI) and arc fault circuit interrupters (AFCI). Pages 6-7 Advanced Metering Infrastructure; January 2010 Semi-Annual Assessment Report and SmartMeter™"*http://emfsafetynetwork.org/wp-content/uploads/2010/03/Updated-Semi-Annual-AMI-Report_Jan_2010-12.pdf

January 2011: PG&E, The Utility Reform Network, CPUC Office of Ratepayer Advocates, California Energy Commission, CPUC Energy Division and others discussed "smart meter incidences involving fires..." Meeting agenda: http://emfsafetynetwork.org/wp-content/uploads/2016/01/TAP-Agenda-1282011-inc-smart-meter-fires-SB_GTS_0652075.pdf

2.	Provide insight (incident rates) on TURN-identified issues: smartmeter incidences involving fires and electrical shorts; interference (900MHz, garage and consumer devices) and 'dead sockets' (Dec meeting)	Jim Meadows	January meeting
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2013: PG&E Data Response on smart meter fires. <http://emfsafetynetwork.org/wp-content/uploads/2010/03/Data-Response-PGE-smart-meter-fires.pdf> Much of the document is redacted, and PG&E states, *"In no instance has PG&E found that a SmartMeter™, either gas or electric, has caused a fire."* However, PG&E now monitors temperature and voltage readings of smart meters for hazardous conditions. *"PG&E issues field orders to perform safety inspections at potentially overloaded and or high temperature sites. The data has led to panel inspections at customer premises that have found undersized wiring, physical panel damage, and overloaded conditions."*

The CPUC is charged with overseeing utility safety. In the CPUC's Annual Report to the Governor and the Legislature May 2014, they state, *"There was some concern regarding fires in smart meters but this was investigated by CPUC staff in 2013. Staff determined that, of reported fires involving smart meter installation, none were actually caused by the smart meter."* (p.5) **EMF Safety Network sent a records act request in December 2014 for the details of that investigation, however the CPUC has not provided any details.** <http://emfsafetynetwork.org/wp-content/uploads/2016/01/Smart-Grid-Annual-Report-2013-.pdf>

Smart meter fires, surges, exploding meters, and damaged appliances in California and around the world



Bakersfield, California, Smart Meter Blows Up At Business (2009): “employees at Henry M.M. Engines said their Smart Meter caught fire, which sparked concern and questioned the safety of these new meters. On Wednesday, a PG&E technician was called out to replace the meter after employees found the device burned up and lying on the ground.” “Basically it was an explosion. I saw the meter on the ground and the face plate was blew off and the whole meter was blackened. Even the breaker box that housed the meter was blackened by what

seemed to be an electrical short,” said Vernon Nelson, an employee.” <http://www.turnto23.com/news/your-neighborhood/north-river-county/smart-meter-blows-up-at-business>

Berkeley California Fire Department report (2010) states, “Investigation revealed the newly installed PG&E Smart Meter in the kitchen was hot to touch and smoking, with a orange glow inside the meter housing” <http://emfsafetynetwork.org/wp-content/uploads/2010/07/Berkeley-Smart-Meter-Fire.pdf>



Stockton California (2015): Dozens of smart meters exploded and caught fire after an electrical surge cut power to about 5800 homes near Stockton CA. CBS News reports, “A power surge left thousands without power for most of the day in Stockton after smart meters on their homes exploded on Monday.” “Neighbors in the South Stockton area described it as a large pop, a bomb going off, and strong enough to shake a

house.” <http://emfsafetynetwork.org/dozens-of-smart-meters-explode-from-power-surge/>

Santa Rosa, California (2011): Three smart meters explode at a shopping mall. According to the incident report from the Santa Rosa Fire Department firefighters found the electrical room at the Santa Rosa Mall “charged with smoke” and “upon investigation found 3 PG&E meters that had blown off the electrical panel causing damage to the interior wiring of the electrical panel. A fire was still smoldering...” <http://emfsafetynetwork.org/3-pge-smart-meters-explode-at-santa-rosa-mall/>

Palo Alto (2011): 80 PG&E smart meters caught on fire and burned out after a power surge. The incident raised questions for residents and utilities officials about smart meter safety. *“Mindy Spatt, communications director for The Utility Reform Network (TURN), said the utility-consumer advocacy group received many complaints about surges damaging appliances when the SmartMeters were first installed. Comparing analog to the new meters, she added, “In the collective memory of TURN, we have not seen similar incidents with analog meters.”* <http://www.paloaltoonline.com/news/2011/09/04/power-surge-raises-questions-about-smartmeters>

Power mishap damages appliances for Livermore residents (2012): 28 smart meters were replaced by PG&E when a power line replacement caused a power surge which fried appliances, TVs and air conditioners. *“The surge of electricity ripped through 28 homes on Hudson Way in Livermore.”* <http://abc7news.com/archive/8770840/>

Nevada (2014): Reno and Sparks fire chiefs call for smart meter fire investigation, *“in the wake of a troubling spate of blazes they believe are associated with the meters, including one recent fire that killed a 61-year-old woman.”* <http://www.rgj.com/story/news/2014/09/13/reno-sparks-fire-chiefs-call-smart-meter-probe/15580069/>

Florida, News Investigative report (2011): *“I went over to the FPL meter and it had caught on fire, it was all black smoke and charred,”* <http://www.wptv.com/news/region-c-palm-beach-county/some-homeowners-concerned-about-meter-installation#ixzz1d3MvQ4r5>

Chicago Illinois (2012): 2012 ComEd confirms smart meter fires. http://articles.chicagotribune.com/2012-08-30/business/chi-comed-confirms-smart-meters-involved-in-small-fires--20120830_1_smart-meters-comed-customers-poor-connection



Philadelphia Pennsylvania (2012): utility PECO suspended smart meter installation due to fires. <https://youtu.be/g8nwrRchtuk>

Texas (2012): Customers of Centerpoint report smart meter fires. <http://www.khou.com/story/news/2014/07/21/11803806/>



Oncor Changing Smart Meter Installation After Fires
« CBS Dallas / Fort Worth: *“The Chief Executive Officer of Oncor says the company has a new procedure for installation of smart meters after two house fires in Arlington last week. Robert Shapard says old wiring in two homes could not support the new smart meters.”*
<http://dfw.cbslocal.com/2010/08/24/oncor-changing-smart-meter-installation-after-fires/>

Canada: Nanaimo mother of two left without power for two days after smart meter smoked and caused a power outage <https://youtu.be/9NO6wIx8UFc>

New Zealand: Fire Prone Meter boxes causing concern. *“Front line firefighters are concerned about the number of household power meter boxes that are bursting into flames. There have been 67 callouts in Christchurch to electrical malfunctions so far this year, and new smart meters have*

been involved in three in the last five days.”<http://www.3news.co.nz/nznews/fireprone-meter-boxes-causing-concern-2010060317#axzz3vYE7LXcr>

Australia:

- **“Smart Meter Disaster”** is a 2012 Australian TV news report on smart meter hazards, including fires. https://youtu.be/4e71qAr_qGk
- **Smart meter shock: electrical hazards found in 3500 homes** *“Victoria's energy regulator has conceded smart meter contractors might lack required skills and is reviewing the qualifications of workers rolling out the \$2 billion scheme.”* *“smart meter installers have identified dangerous and possibly life-threatening electrical hazards in 3500 Victorian homes.”* http://www.theage.com.au/victoria/smart-meter-shock-electrical-hazards-found-in-3500-homes-20110212-1are0.html?from=age_sb
- **Smart meter blasts covered up 2012:** A whistleblower claims power companies know smart meters are exploding and are lying to consumers to cover it up. 'John' works for Jemena and claims at least six smart meters have exploded in and around Pascoe Vale, since Christmas. John was installing a meter yesterday which burst into flames in front of him. He's told Neil Mitchell under strict anonymity power companies are misleading the public and smart meters are dangerous. <http://www.3aw.com.au/blogs/breaking-news-blog/smart-meter-blasts-covered-up/20120222-1tmqr.html>

Thousands of smart meters replaced due to fire risk

- Portland General Electric Oregon replaced 70,000 smart meters due to fire risk. http://www.oregonlive.com/business/index.ssf/2014/07/pge_replacing_some_electricity.html
- Lakeland Florida replaced 10,657 smart meters due to fire risk: <http://www.theledger.com/article/20140826/NEWS/140829388/1410?Title=Overheating-Concerns-Lakeland-Electric-to-Replace-10-657-Residential-Smart-Meters->
- In Canada SaskPower replaces 105,000 smart meters due to fire risk. <http://www.cbc.ca/news/canada/saskatchewan/saskpower-to-remove-105-000-smart-meters-following-fires-1.2723046>
- Ontario, Canada Thousands of smart meters in Ontario to be removed over safety worries: “Some 5,400 of Ontario’s 4.8 million smart meters are being removed and replaced because of a risk they could heat up, cause an electrical short and possibly spark a fire.” <http://www.thestar.com/news/queenspark/2015/01/22/thousands-of-smart-meters-in-ontario-to-be-removed-over-safety-worries.html>

Industry and expert commentary



IEEE [professional technological association]: “Obviously all companies with smart meter programs, and all their suppliers and sub-contractors, are going to have to take a close look at the issue of fire hazards. This is just the beginning of a difficult story.” <http://spectrum.ieee.org/energywise/energy/the-smarter-grid/smart-meter-fire-reports>

TESCO: According to research by TESCO smart meters are more prone to “hot socket” than analog meters. Failure modes include catastrophic (expected) “Catastrophic failure” is defined as “a meter which has burnt, melted, blackened, caught fire,

arced, sparked, or exploded.” See: <http://smartgridawareness.org/2015/11/03/catastrophic-failures-expected-with-smart-meters/> See also: <http://emfsafetynetwork.org/wp-content/uploads/2010/03/TESCO-Lawton-on-Hot-Sockets.pdf>

Wireless Smart Meters and Potential for Electrical Fires. Commentary by Cindy Sage, Sage Associates and James J. Biergiel, EMF Electrical Consultant July 2010: Smart meters can create an over-current condition on the wiring and produce heat, which the neutral cannot properly handle, which can lead to fires.

- “The use of smart meters will place an entirely new and significantly increased burden on existing electrical wiring because of the very short, very high intensity wireless emissions (radio frequency bursts) that the meters produce to signal the utility about energy usage.”
- “The location of the fire does NOT have to be in close proximity to the main electrical panel where the smart meter is installed.”
- “A forensic team investigating any electrical fire should now be looking for connections

to smart meters as a possible contributing factor to fires.”

- <http://emfsafetynetwork.org/wp-content/uploads/2011/06/Smart-Meters-Risk-for-fire.pdf>

Ontario Fire Marshall Report: *“During our initial research of the new meters we encountered an unusual amount of fire incidents involving smart meters. “Anecdotal information supported [the fact that] problems occurred after the old analog meters were updated to the new digital smart meters.” The report noted the possibility of a fire resulting from “a loose connection in the meter base.”*

“What could be the reason for this? The old meter base connections may not have been in a condition for seamless exchange to a new meter. New meters may have defects that cause electrical failures or misalignment with old meter base. Careless installation during changeover.”

<http://www.oafc.on.ca/article/unusual-number-fires-smart-meters-linked-ontario-fire-marshall-says-faulty-base-plates-could>

American Electric Power (AEP) How hot are your meters? 2015: *“Today’s meters are light. The old ones were heavy and dissipated heat a lot better, actually,” said Ken Dimpfl, of American Electric Power (AEP). In 2010, they started seeing smart meter failures due to high temps or thermal overload. “This began our journey of looking at ‘hot sockets,” Dimpfl said. “Over the course of a two-year period, AEP analyzed roughly 25 meters that failed. Post event analysis concluded that the root cause was a poor connection at the meter.”*

<http://www.intelligentutility.com/article/15/10/how-hot-are-your-meters>

Hydro Quebec requires 3 meters distance between a smart meter and gas tank

<http://ofsys.hydroquebec.com/T/OFSYS/SM2/2/S/F/4947/13087532/Dnm3qyNW.html>

Norm Lambe, an insurance claims adjustor, contends the utility companies are tampering with the evidence by immediately removing smart meters when there’s a fire. *“A dangerous precedent is being followed in the insurance industry concerning the investigation of smart meter fires... When the local electrical utility arrives and determines that a smart meter is the issue, they have been removing the meter, and preventing the inspection of the meter by the experts... This is a serious situation, as the utility company, upon removal of the meter is tampering with what is evidence concerning the cause of the fire and can be held criminally responsible.”* <http://www.examiner.com/article/are-insurance-companies-avoiding-the-smart-meter-problem>



Summary of Evidence on Smart Meter Fires compiled by Sandi Maurer, EMF Safety Network Director, January 2015. Sandi Maurer has intervened on smart meter proceedings at the CPUC since 2010. See also EMF Safety Network Smart Meter Fires and Explosions: <http://emfsafetynetwork.org/smart-meters/smart-meter-fires-and-explosions/>

Burdet, Kevin (ATG)

From: Mark Humphrey <groundsourceenergy@gmail.com>
Sent: Thursday, February 6, 2020 11:11 AM
To: Roberts, Andrew (UTC)
Cc: ATG WWW E-mail Public Counsel
Subject: Fwd: Harm and Hazard Caused By Electronic Utility Meters - Correction
Attachments: CCF02052020.pdf; CCF02052020_0001.pdf; CCF02052020_0002.pdf; CCF02052020_0003.pdf; CCF02052020_0004.pdf; CCF02052020_0005.pdf; CCF02052020_0006.pdf; CCF02052020_0007.pdf; CCF02052020_0009.pdf; Acceptance_CORRECTED Under Duress AMI meter on 12-15-2019 for mark.pdf

Hi Andrew, sorry I missed your call today.

I'm assuming you folks want to talk about my **continued requirement for a Safe and Lawful Electro Mechanical power meter** that needs to be installed per the Notice Of Liability we filed last Feb 23, 2019.

There where three notifications of this NOL sent to PSE (& WUTC) by Certified mail, over the course of several months without Sufficient Rebuttal to the terms and Facts Established in the NOL.

PSE & WUTC are reluctant to comply with the now "Perfected NOL" agreement ("Contract") that we filed in February 2019; and without Rebuttal to All terms of the Agreement; and now by default PSE has Agreed to the Terms and Conditions back in March of 2019. WE are asking you to comply with your "Oath of Office" to protect the Public Health! And take action to resolve this situation with a Safe and Lawful Electro Mechanical power meter!

More players may become involved from other agencies should PSE and the WUTC continue to NOT provide a Safe and Lawful Electro Mechanical utility power meter within 10 days of this Letter.

By now you should have reviewed the last emailed information from me and Jerry Day about the hazards of these AMI meters, which PSE forcefully installed last Dec. 2019. Under Duress and loss of electric power on Dec. 12

 [Summary-of-Evidence-on-Smart-Meter-Fires on 10-...](#) ✖

, 2019!!


We again urge you to provide a Safe and Lawful Electro Mechanical Power Meter on my home at Once. The risk of Electrical Fire Dangers to my home has been well documented in CA; and both PSE officials and WUTC officials are now in **Gross Negligence if and when this meter causes damage to my property and persons living here!**

The State Attorney General's office has now been forwarded the documents that were sent for their review and action to provide a Safe and Lawful Power meter on my home.

I cannot over-emphasize how important this issue is in regards to my families health and Safety. Since both the AMI and Supposed Non-Communicating meters both produce Dirty Electricity that is the cause of many health problems in the human body!

It is also best that your responses be in writing since this provides physical documentation, phone calls are hard to document and not admissible later in court.

Sincerely,

 [CCF02052020_0008.pdf](#) 

Mark Humphrey
1725 Monterey Ct NE
Renton, WA 98056
425-941-2476

cc: Thomas Johnson ATG
Kevin Bardet ATG

----- Forwarded message -----

From: **EMF Help Center** <help@emfhelpcenter.com>
Date: Fri, Jan 24, 2020 at 10:02 AM
Subject: Harm and Hazard Caused By Electronic Utility Meters - Correction
To: <andrew.roberts@utc.wa.gov>
Cc: <groundsourceenergynw@gmail.com>, <Alden@saticusa.com>

Dear Mr. Roberts,

Please excuse my error. I misunderstood your position as a regulator. To have that on the record I have corrected my wording below.

A member of your constituency Mark Humphrey has quoted you as saying "I haven't seen any information that shows these meters are harmful".

If that is true you are literally killing yourself to avoid scientific, medical and technical information all around you. As a regulator, your ignorance can be far more damaging than those working at a utility.

Honestly you "Haven't seen" that electronic utility meters have no surge protectors and cause tens of thousands of structure fires every year? Take a look at the link below where CBS reported 5000 meter fires in one day in Stockton California, then please reply and tell me whether or not you "have seen information that electronic meters are harmful." As of this message you have seen that. With the preponderance of evidence you can see that any time you decide to see it.

<https://sacramento.cbslocal.com/2015/03/30/stockton-smart-meters-explode-after-truck-causes-power-surge/>

And you "Haven't seen" that electronic utility meters have switch mode power supplies which cause transients, damage appliances and make people sick? You actually think the companies YOU ARE SUPPOSED TO BE REGULATING you can put a switch mode power supply at the head end of a structural wiring grid and not cause harm? Roughly 20 percent of the population is electromagnetic sensitive. That means switch mode power supplies in your meters will medically damage 20% of your customers. But, of course, you have not exactly been out on Google searching for that kind of information have you?

Then of course the glaringly obvious RF at, sometimes, 20,000 per mW/m² , pulsed, weaponized RF at power levels designed to penetrate walls, you "Haven't seen" that could cause biological harm? Below is a link to an article with direct reference to 1500 peer reviewed published scientific studies SHOWING HARM from the same frequencies that, as you say, "harmless" electronic meters emit 24/7 as they verify network all day even when they are not transmitting data.

<https://www.emfhelpcenter.com/downloaddocs/EMFScientificStudies.pdf>

If you truly "Haven't seen" any such information then you are not competent to work for any utility company, much less regulate one. I recommend you not declare your ignorance in that way if you expect

anyone to take you seriously. How do we remove incompetent bureaucrats. is there a way? Apparently not.

You need to require that utility companies offer a no-cost option of electromechanical meters and you need to do that today. Electromechanical meters are less expensive than electronic ones, there is no sense to allow a utility to charge a utility customer a penalty for having a less expensive meter.

Thousands of people who contact our offices have sent Notices of Liability to CEO's of utility companies including PSE and regulators such as yourself. That means that when there is a house fire or an EMF injury or illness, Everyone who should know about the obvious hazards and fails to offer safe and lawful electromechanical metering is personally liable for tens of millions in claims and lawsuits. That includes you because you have been to the public meetings, you have seen people present evidence and testimony, and you have received this email message. Your failure to mitigate the hazard after being noticed is **Gross Negligence**, and that means, in any legal action, you lose all the marbles. There is no such thing as someone in Gross Negligence winning a lawsuit. You are intentionally supporting harm and hazard upon the public. Whatever your reason is for doing that it is called CORRUPTION.

We have your name on a list for naming in legal actions whenever electronic utility metering causes any harm within WUTC's jurisdiction. By your own admission, you are negligent, and after this notice that becomes intentional complicity. You and WUTC have no consideration whatsoever for the interests or safety of utility customers, and for that reason, those who are harmed by your failures, ignorance and deliberate wrongdoing will show no mercy in their future actions against you.

Sincerely,
Jerry Day
EMFhelpcenter.com

December 14, 2019

NOTICE

OF ACCEPTANCE UNDER THREAT AND DURESS

NOTICE TO PRINCIPAL IS NOTICE TO AGENT
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

To:

Kimberly J. Harris, acting as CEO of PUGET SOUND ENERGY (10855 NE 4th Street, Bellevue, Washington, 98004) and as the woman

cc:

Daniel A. Doyle, acting as Senior VP & Chief Financial Officer of PUGET SOUND ENERGY (10855 NE 4th Street, Bellevue, Washington, 98004) and as the man

Stacey Halsen, acting as Sr. Escalated Complaint Examiner of PUGET SOUND ENERGY (10855 NE 4th Street, Bellevue, Washington, 98004) and as the woman

Patricia Hazzard, acting as Director, Safety & Consumer Protection of WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION (1300 S. Evergreen Park Dr. SW, Washington, 98504) and as the woman

Andrew Roberts, acting as Regulatory Analyst Consumer Protection of WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION (1300 S. Evergreen Park Dr. SW, Washington, 98504) and as the man

Whereas I clearly did not consent to a so-called “smart meter”, “AMI meter” or “AMI program” nor any other wireless meter, collectively known as Trespassing Technology being installed at or near my private dwelling nor at or near my work area except as defined in the terms of the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** and agreed to by the Respondents thereof, and;

Whereas PUGET SOUND ENERGY, and the WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION and all principals, agents, et al, did tacitly agree to the terms and conditions of the now perfected **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** and all other subsequent correspondences, and;

Whereas I did **clearly give notice** that in the event that there is any installation of any of the above mentioned devices at or near my private dwelling and or work area, or if you cut my

power for the sole reason to install wireless Trespassing Technology, you will incur fees including but not limited to consideration as defined in the instant contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, and;

Whereas for reasons of safety, and or livelihood, and or health, and or loss of property, I cannot have the electrical power cut off and there are no reasonable alternatives that can meet the requirements to maintain safety, and or livelihood, and or health, and or loss of property;

Whereas on December 12, 2019, two agents from PUGET SOUND ENERGY approached my private dwelling or work area, with no proven authority to do anything outside of my agreement, and **threatened, contrary to various criminal code sections and the common law**, to cut off my electrical service, unless they can install, an “AMI”, and or a so called “smart meter”, known as Trespassing Technology, against my will, and;

Therefore the installation of the so called “smart meter”, “AMI”, and or Trespassing Technology is conditionally accepted **under threat and duress**, and according to the terms of the instant contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, and to an **additional one-time fee of \$10,000,000 United States dollars**. Agreement of the parties is ratified by performance and a binding contract is formed according to the terms and fee schedule of the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** and to the terms herein.

GOVERN YOURSELVES ACCORDINGLY

<u>Mark J. Humphrey</u> Claimant, all rights reserved	_____	_____
	Witness [autograph]	Date

_____ 1725 Monterey CT NE Renton, Washington (No Zip)	_____	_____
	Witness [autograph]	Date

BILL OF LADING

Ship From

From: Kevin Smallwood
Witness #1 [name]
c/o 1724 Monterey Ct
[Witness mailing address]
Renton WA
[City] [State]

From: Joyce D Corwin
Witness #2 [name]
c/o 1717 Monterey Ct NE
[Witness mailing address]
Renton WA
[City] [State]

Ship To

To: Patricia Hazzard
Respondent [name]
Director, Safety & Consumer Protection
[Title]
Washington Utilities & Transportation Commis
[Company]
1300 S Evergreen Park Dr. SW
[Respondent mailing address]
Olympia WA 98504
[City] [State abbr.] [Zip]

Carrier / Shipper

UNITED STATES POSTAL SERVICE

7017 2680 0000 1722 8711

Cargo Manifest

1. Notarized copy of **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, from Mark J. Humphrey
[Claimant/Libellant name]
2. Notarized copy of **AFFIDAVIT**, from Mark J. Humphrey
[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.

[Signature]
Witness #1 [autograph]

2/23/19
Date

Joyce D Corwin
Witness #2 [autograph]

02/23/2019
Date

BILL OF LADING

Ship From		Ship To	
From: <u>Kevin Smallwood</u> Witness #1 [name]		To: <u>Andrew Roberts</u> Respondent [name]	
c/o <u>1724 Monterey Ct</u> [Witness mailing address]		<u>Regulatory Analyst Consumer Protection</u> [Title]	
<u>Renton</u> <u>WA</u> [City] [State]		<u>Washington Utilities & Transportation Commissi</u> [Company]	
From: <u>Joyce D Corwin</u> Witness #2 [name]		<u>1300 S Evergreen Park Dr. SW</u> [Respondent mailing address]	
c/o <u>1717 Monterey Ct NE</u> [Witness mailing address]		<u>Olympia</u> <u>WA</u> <u>98504</u> [City] [State abbr.] [Zip]	
<u>Renton Washington</u> [City] [State]			
Carrier / Shipper			
UNITED STATES POSTAL SERVICE			
<u>7017 2680 0000 1722 8773</u>			

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[Signature]
Witness #1 [autograph]

2/23/19
Date

Joyce D Corwin
Witness #2 [autograph]

02/23/2019
Date

BILL OF LADING

Ship From		Ship To	
From: <u>Kevin Smallwood</u> Witness #1 [name]		To: <u>Daniel A. Doyle</u> Respondent [name]	
c/o <u>1724 Monterey Ct NE</u> [Witness mailing address]		<u>Senior VP & Chief Financial Officer</u> [Title]	
<u>Renton</u> <u>WA</u> [City] [State]		<u>Puget Sound Energy</u> [Company]	
From: <u>Joyce I Corcoran</u> Witness #2 [name]		<u>10885 NE 4th Street</u> [Respondent mailing address]	
c/o <u>1717 Monterey Ct NE</u> [Witness mailing address]		<u>Bellevue</u> <u>WA</u> <u>98004</u> [City] [State abbr.] [Zip]	
<u>Renton</u> <u>WA</u> [City] [State]			
Carrier / Shipper			
UNITED STATES POSTAL SERVICE <u>7017 2680 0000 1722 8797</u>			

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<u>[Signature]</u> Witness #1 [autograph]	<u>2/23/19</u> Date
<u>Joyce I Corcoran</u> Witness #2 [autograph]	<u>02/23/2019</u> Date

BILL OF LADING

Ship From		Ship To	
From: <u>Kevin Smallwood</u> Witness #1 [name]		To: <u>Kimberly J. Harris</u> Respondent [name]	
c/o <u>1724 Monterey Ct NE</u> [Witness mailing address]		<u>CEO</u> [Title]	
<u>Renton</u> <u>WA</u> [City] [State]		<u>Puget Sound Energy</u> [Company]	
		<u>10885 NE 4th Street</u> [Respondent mailing address]	
From: <u>Joyce V Corwin</u> Witness #2 [name]		<u>Bellevue</u> <u>WA</u> <u>98004</u> [City] [State abbr.] [Zip]	
c/o <u>1717 Monterey Ct NE</u> [Witness mailing address]			
<u>Renton Washington</u> [City] [State]			
		Carrier / Shipper	
		UNITED STATES POSTAL SERVICE	
		<u>7017 2680 0000 1722 8780</u>	

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[Signature] 2/23/19
Witness #1 [autograph] Date

Joyce V Corwin 02/23/2019
Witness #2 [autograph] Date

February 23, 2019
[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. Kimberly J. Harris acting as CEO
[Respondent #1 name] [title]
of Puget Sound Energy and as the woman
[organization - UPPERCASE] [man or woman]
 2. Daniel A Doyle acting as Senior VP & Chief Financial Officer
[Respondent #2 name] [title]
of Puget Sound Energy and as the man
[organization - UPPERCASE] [man or woman]
 3. Patricia Hazzard acting as Director, Safety & Consumer Protection
[Respondent #3 name] [title]
of Washington State Utilities Transportation Commission and as the woman
[organization - UPPERCASE] [man or woman]
 4. Andrew Roberts acting as Regulatory Analyst, Consumer Protection
[Respondent #4 name] [title]
of Washington State Utilities Transportation Commission 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:

Mark J. Humphrey, sui juris, a man, hereby claiming all rights *nunc pro tunc*
[Claimant/Libellant name] [man or woman]

Hereinafter: Claimant/Libellant

NOTICE TO RESPONDENTS / LIBELLEES

IT IS NOT MY INTENTION TO HARASS, INTIMIDATE, OFFEND, CONSPIRE, BLACKMAIL, COERCE, OR CAUSE ANXIETY, ALARM OR DISTRESS. THIS DOCUMENT AND ATTACHMENTS ARE PRESENTED WITH HONORABLE AND PEACEFUL INTENTIONS, 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 giveth 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 Washington and or STATE OF WASHINGTON; 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, Mark J. Humphrey, 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 unto the LORD, or sweare an oathe 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 iniquity, 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 respond. 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 Respond

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 response which is *not* verified, or a response from a third party agent lacking first-hand knowledge of the facts, will constitute your "failure to respond" as defined herein. If you fail to respond 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 responding 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 respond 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 respond, 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 Response

As with any administrative process, you may rebut the statements and claims in the Contract by executing a verified response, 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 respond" 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 Respond

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

Insufficiency of Response

The terms "insufficiency of response" and "insufficient response" 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 respond or insufficiency of response 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, Mark J. Humphrey, [Claimant/Libellant name], Claimant/Libellant, hereby notices Respondents/Libellees that 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 Response*, 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 1725 Monterey CT NE, Renton, Washington State
[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 Thousand (\$20,000) **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

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

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

Kevin Smallwood c/o 1724 Monterey Ct NE, Renton, WA
Witness #1 [print] [witness mailing address] [city] [state]

JOYCE I CORWIN c/o 1717 MONTEREY CT NE, RENTON, WA
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 responding, 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 response 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 respond 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 respond, 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, Mark J. Humphrey, 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 23 day of Feb. in the Year Two Thousand 2019.
[day] [month - written] [year - written]

Mark J. Humphrey
Claimant/Libellant [print]

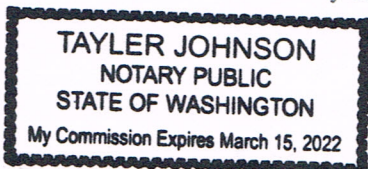
Mark J. Humphrey
[autograph]

[Signature]
Witness #1 [autograph]

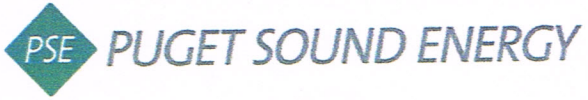
Joyce V Corwin
Witness #2 [autograph]

On this, the 23 day of February, 2019, before me, the undersigned notary public, appeared Mark J. Humphrey, 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: March 15, 2022



Upgrading your equipment

Exhibit A
1/2

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
SEATTLE, WA
PERMIT NO. 2389

LETE01 2251

MARK HUMPHREY
1725 MONTEREY CT NE
RENTON, WA 98056-2669



upgrading your **EQUIPMENT** ▶▶▶

Dear PSE Customer,

To better serve our customers, Puget Sound Energy is updating our entire electric and natural gas metering system across our service territory. In approximately three to five weeks, the electric meter at the following location will be replaced, at no cost to you:

Our goal is to complete this upgrade with minimal disruption to you. For the safety of our technicians, your power will be interrupted for less than five minutes and you may need to reset clocks. We apologize in advance for the inconvenience.

We'll give you a reminder approximately two days in advance of your upgrade. Please ensure your meter is accessible (e.g., leave gates unlocked or pets inside, if applicable).

In most cases, no further action is needed from you; however, if you would prefer to schedule an appointment at a time that's convenient to you, please give us a call at **1-877-773-1770**.

Why are we upgrading your meter?

PSE was one of the first utilities to adopt digital meter technology in the late 90s and early 2000s. These meters are now nearing the end of their standard life. The new meters use the latest technology and adhere to the same safety and security standards you have come to expect from PSE.

For more information on the meter upgrade project, please visit pse.com/meterupgrade or call **1-877-773-1770**.



PSE is developing an optional service for customers who prefer a non-communicating meter. The associated costs will be determined upon review of this service by the Washington Utilities and Transportation Commission (WUTC). If you are interested in this option, please call **1-888-225-5773** and we will put your meter replacement on hold until we have a WUTC-approved service.

1-888 352-2503

Aclav@pse

AFFIDAVIT

I, Mark J. Humphrey, 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 with , 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 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 (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 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, Mark J. Humphrey, Affirmant, a man, 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 Reston, Washington
[city] [state]
 on the 23 day of Feb. in the Year Two Thousand and 2019.
[day] [month - written] [year - written]

Mark J. Humphrey, All Rights Reserved Mark J. Humphrey
Claimant/Affirmant [print] [autograph]

c/o 1725 Monterey CT NE, Reston, Washington State
[Claimant/Affirmant mailing address] [city] [state]

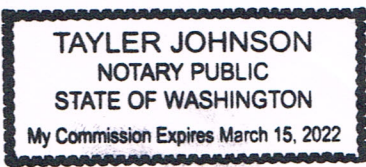
[Signature]
 Witness #1 [autograph]

[Signature]
 Witness #2 [autograph]

STATE OF Washington)
) SS:
 COUNTY OF King)

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

Subscribed and sworn to before me this 23 day of February, 2019.
[day] [month] [year]



[Signature]
 NOTARY PUBLIC
 My Commission Expires: March 15, 2022

Meter Upgrade
Project
Electric

2018

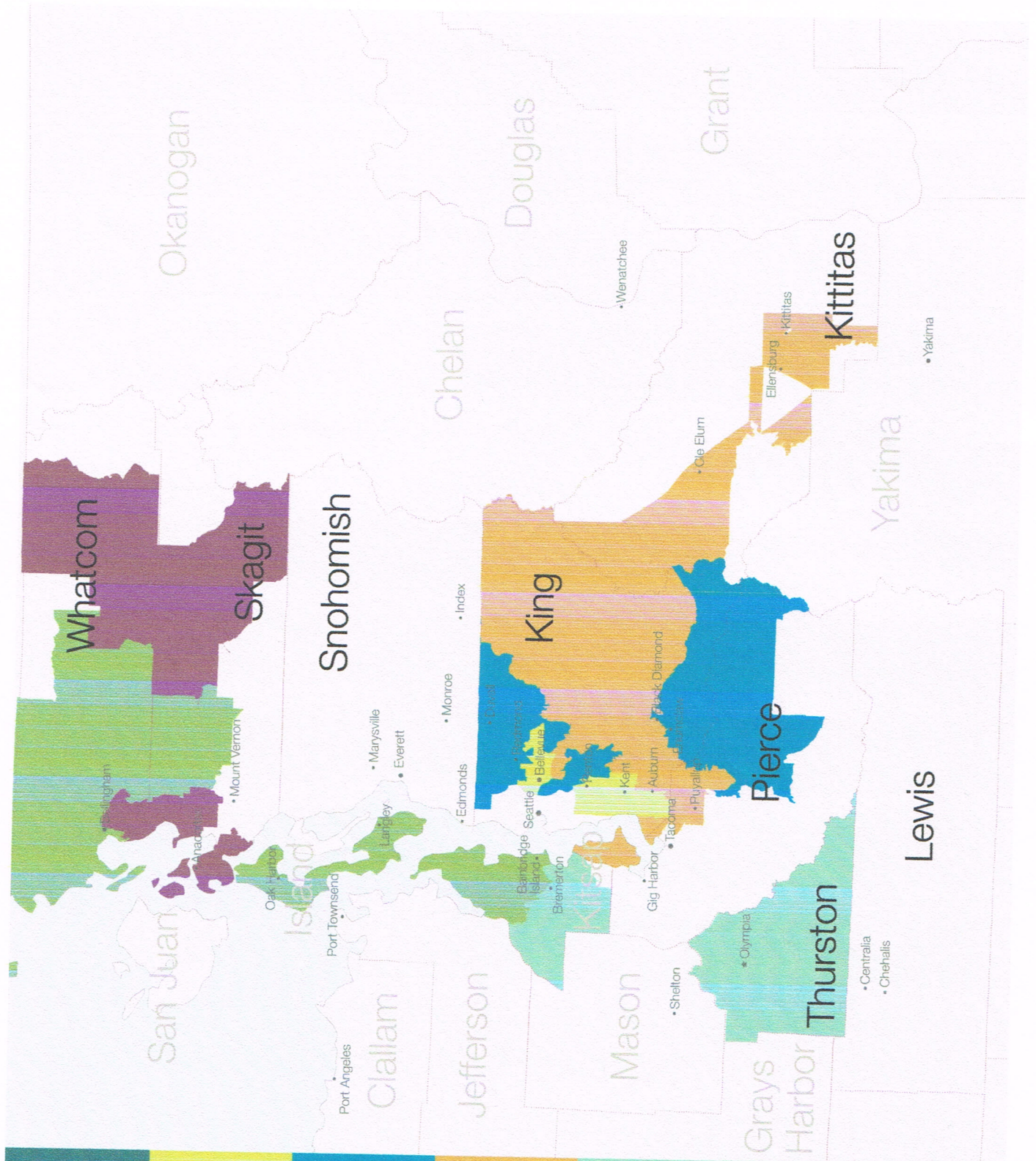
2019

2020

2021

2022

2023



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Kimberly J. Harris
 c/o Puget Sound Energy
 10885 NE 4th Street



9590 9402 3499 7275 0502 27

7017 2680 0000 1722 8780

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) Tim Anderson C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

FEB 7 2019
 PO BOX 41050
 OLYMPIA WA 98504-1050

3. Service Type
- Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Daniel A. Doyle
 Puget Sound Energy
 10885 NE 4th Street
 Bellevue, WA 98004



9590 9402 3499 7275 0502 10

2. Article Number (Transfer from service label)
 7017 2680 0000 1722 8797

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) Tim Anderson C. Date of Delivery

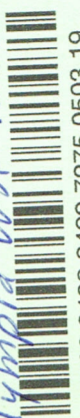
D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Andrew Roberts
 Washington Utilities &
 Transportation Comm.
 1300 S Evergreen Park Dr SW
 Olympia WA 98504



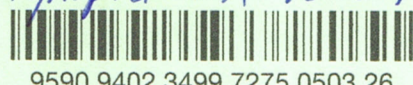
9590 9402 3499 7275 0503 19

2. Article Number (Transfer from service label)
 7017 2680 0000 1722 8773

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Patricia Hazzard
 Washington Utilities &
 Transportation Comm.
 1300 S Evergreen Park Dr SW
 Olympia WA 98504



9590 9402 3499 7275 0503 26

2. Article Number (Transfer from service label)
 017 2680 0000 1722 8711

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

FEB 27 2019
 PO BOX 41050
 OLYMPIA WA 98504-1050

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

August 31, 2019
[month] [day] [year]

NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY

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

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

To:

1. Kimberly J. Harris acting as CEO of Puget Sound Energy and as the woman
2. Daniel A Doyle acting as Senior VP & Chief Financial Officer of Puget Sound Energy and as the man
3. Patricia Hazzard acting as Director, Safety & Consumer Protection of Washington State Utilities Transportation Commission and as the woman
4. Andrew Roberts acting as Regulatory Analyst, Consumer Protection of Washington State Utilities Transportation Commission and as the man
5. Stacey Halsen acting as Sr. Escalated Complaints Examiner of Puget Sound Energy and as the woman

Yet to be named _____ acting as _____ role of those yet to be named _____ and as the man/woman

Hereinafter: Respondents/Libellees

From:

Mark J Humphrey, sui juris, a man, hereby claiming all rights *nunc pro tunc*

Hereinafter: Claimant/Libellant

[Insert Custom Rebuttal Section #1, for any letters received by you or your Round 1 Witnesses, following the mailing of Round 2. See the "2. Document Preparation" section of the Guide.]

NOTICE OF DEFAULT

YOU ARE HEREBY NOTICED that you are in **DEFAULT** of an opportunity to reply to the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** sent to you on or by **February 23, 2019, NOL Mailed** by UNITED STATES POSTAL SERVICE (USPS) Certified Mail with an effective date of **NOL March 10, 2019 (14 Days From NOL Mailing)**; and in **DEFAULT** of an opportunity to cure as lawfully offered in the **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**, sent to you on or by **May 1, 2019 Mailed** by USPS Certified Mail with an effective date of **May 15, 2019 Effective Date (14 Days From NOF Mailing)**;

In correction and clarification for the record, you and each of you were given the opportunity to:

1. **State a claim** as stated in the section; **Offer of Immunity—Stating a Claim** of the said contract **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**
2. **Remain silent** and agree with all terms of the said contract **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**

Due to Respondents/Libellees' failure to answer with a specific, verified, and sworn reply to the instant contract **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, a **DEFAULT JUDGEMENT** is hereby issued against Respondents/Libellees, having waived the right to answer, by tacit admission and failure to contest, rejecting Respondents/Libellees' due process opportunity.

In absence of such verified reply, the Claimant/Libellant does hereby insert and record this **NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY**, jointly and severally upon and against the above named Respondents/Libellees.

PLAIN STATEMENT OF FACTS

1. An offer to install smart meters, which is clearly commercial in fact, was made by the Respondents/Libellees, and others yet to be named.
2. On **February 23, 2019, NOL Mailed**, the Respondents/Libellees were sent the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, delivered by USPS Certified Mail.
3. Respondents/Libellees were given the opportunity, with specific terms, to reply to the said contract within a reasonable time frame.
4. The effective date is **NOL March 10, 2019, (14 Days From NOL Mailing)**.
5. No replies were received according to the terms of the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**.
6. On or by **May 1, 2019, Mailed**, the Respondents/Libellees were sent the **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY** via USPS Certified Mail.
7. The expiry date to cure the fault was **NOF May 15, 2019, (14 Days From NOF Mailing)**.
8. No replies to the **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY** were received according to the terms of the contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**.
9. This lawful administrative process, including the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, the **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**, and this instant **NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY**, all jointly constitute the “meeting of the minds” requirement on the original contract offer made by Respondents/Libellees, and others yet to be named (see EXHIBIT A of the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**).
10. **Regarding Respondents/Libellees’ offer to deploy so-named “advanced” meters, “smart” meters and or Trespassing Technology**; the offer, the meeting of the minds, and the conditional acceptance have all been clearly expressed.
11. Respondents/Libellees have failed to reply, and are in default, and in dishonor of the Contract, **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, as expressed therein and are subject to any and all of the terms therein.

Failure to meet the requirements as clearly defined in the section, **Insufficiency of Reply** in the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** does hereby constitute, as an operation of law, the FINAL admission and agreement of the liability of Respondents/Libellees through *tacit procuration* as stated in the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**, and the Respondents/Libellees' contract is hereby binding and is deemed *stare decisis*.

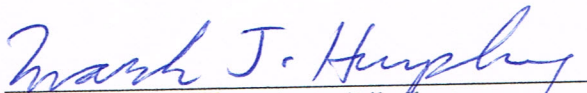
Such actions shall be taken in accordance to the procedures, jurisdictions, and penalties thereof set forth in the **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY** as defaulted.

Qui non obstat quod obstare potest facere videtur

I, **Mark J Humphrey**, herein "Claimant/Libellant," do herewith affirm and declare 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, and 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 the 31 day of August in the year Two Thousand and Nineteen.
[day] [month] [year - written]


Mark J Humphrey, Claimant/Libellant [autograph]

WITNESSING:

[Signature]

Witness [autograph]

Joyce L Corvini

Witness [autograph]

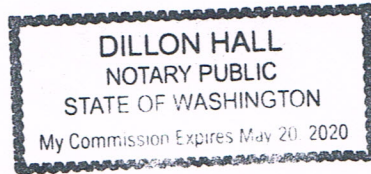
NOTARY:

On this, the 31st day of August, 2019,
before me, the undersigned notary public, appeared Mark J Humphrey Surname, 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.

Dillon Hall
Dillon Hall
NOTARY PUBLIC

My Commission Expires:
May 20, 2020



[NOTE: COMPLETE WITNESSING AND OR NOTARY SECTIONS. ONLY 1 IS REQUIRED, BUT BOTH ARE PREFERRED.]

AFFIDAVIT OF NON REPLY

I, **NOF-Witness#2 Joyce I Corwin**, sui juris, the undersigned witness of Claimant/Libellant, being of majority in age, competent to testify, a self-realized entity, my yes be yes, my no be no, do state that the truth and facts herein are of first hand personal knowledge, and I believe the statements and contents herein to be true, correct, complete, commercially reasonable, in good faith, just, to the best of my knowledge, belief, and not misleading, so help me God, I declare:

THAT, I was a witness to a contract on behalf of **Mark J Humphrey Surname** (Claimant/Libellant), namely, **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**, sent by UNITED STATES POSTAL SERVICE Certified Mail on or by **May 1, 2019 Mailed**;

THAT, I am a witness of any and all replies, or the lack thereof, on the part of the Respondents/Libellees, named in the above contract titled **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**;

THAT as of today, I have not received any reply from anyone or any one, in compliance with the above documents titled **NOTICE OF FAULT AND OPPORTUNITY TO CURE LIABILITY REGARDING TRESPASSING TECHNOLOGY**, and or the pertaining contract titled **NOTICE OF LIABILITY REGARDING TRESPASSING TECHNOLOGY**.

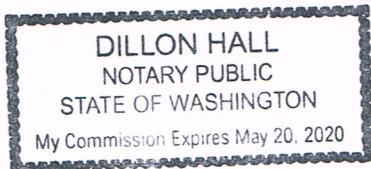
IN WITNESS WHEREOF, autographed at Renton, WA
[city] [state]
on the 31 day of August in the year Two Thousand and Nineteen.
[day] [month] [year - written]

Joyce I Corwin
NOF-Witness#2 Joyce I Corwin, All Rights Reserved [autograph]
c/o **NOF-Witness#2** 1717 Monterey CT NE,
NOF-Witness#2 Renton, **NOF-Witness#2** WA

STATE OF Washington)
) SS:
COUNTY OF King)

Before me, the undersigned notary public, this day, appeared **NOF-Witness#2 Joyce I Corwin**, to me known (or satisfactorily proven), who being duly sworn according to law, deposes the preceding.

Subscribed and sworn to before me this 31st day of August, 2019.
[day] [month] [year]



Dillon Hall
NOTARY PUBLIC
My Commission Expires: May 20, 2020

BILL OF LADING

Ship From	
From:	<u>Kevin Smallwood</u> Witness #1 [printed]
Address:	c/o <u>1724 Monterey CT NE</u> Mailing address
	<u>Renton</u> , <u>WA</u> City State
From:	<u>Joyce I Corwin</u> Witness #2 [printed]
Address:	c/o <u>1717 Monterey CT NE</u> Mailing address
	<u>Renton</u> , <u>WA</u> City State

Ship To
To:
<u>Andrew Roberts</u> c/o <u>Washington State Utilities & Transportation Comm</u> <u>1300 S Evergreen Park Dr. SW</u> <u>Olympia, WA</u> <u>98504</u>

Carrier/Shipper
UNITED STATES POSTAL SERVICE
[affix the Certified Mail tracking # sticker here]
<u>7019 0140 0001 1074 8209</u>

Cargo Manifest

1. Notarized copy of **NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY**, from Mark J Humphrey Surname
2. Notarized copy of **AFFIDAVIT OF NON REPLY**, from NOF-Witness#1 Kevin Smallwood
3. Notarized copy of **AFFIDAVIT OF NON REPLY**, from NOF-Witness#2 Joyce I Corwin
4. 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 care and custody of the carrier UNITED STATES POSTAL SERVICE.

[Signature] 8/31/19
Witness #1 [autograph] Date

[Signature] 08-31-19
Witness #2 [autograph] Date

BILL OF LADING

Ship From	
From:	<u>Kevin Smallwood</u> Witness #1 [printed]
Address:	c/o <u>1724 Monterey CT NE</u> Mailing address
	<u>Renton</u> , <u>WA</u> City State
From:	<u>Joyce I Corwin</u> Witness #2 [printed]
Address:	c/o <u>1724 Monterey CT NE</u> Mailing address
	<u>Renton</u> , <u>WA</u> City State

Ship To
To:
<u>Patricia Hazzard</u> c/o Washington State Utilities & Transportation Comm 1300 S Evergreen Park Dr. SW Olympia, WA 98504

Carrier/Shipper
UNITED STATES POSTAL SERVICE
[affix the Certified Mail tracking # sticker here]
<u>7019 0140 0001 1074 8216</u>

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[Signature] _____ 8/31/19
Witness #1 [autograph] Date

Joyce I Corwin _____ 08-31-19
Witness #2 [autograph] Date

BILL OF LADING

Ship From	
From:	<u>Kevin Smallwood</u> Witness #1 [printed]
Address:	c/o <u>1724 Monterey CT NE</u> Mailing address
	<u>Renton</u> , <u>WA</u> City State
From:	<u>Joyce I Corwin</u> Witness #2 [printed]
Address:	c/o <u>1717 Monterey CT NE</u> Mailing address
	<u>Renton</u> , <u>WA</u> City State

Ship To
To:
<u>Stacey Halsen</u> c/o <u>Puget Sound Energy</u> <u>10885 NE 4th Street</u> <u>Bellevue, WA</u> <u>98004</u>

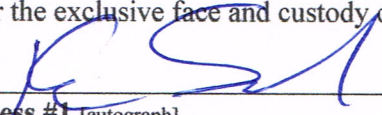
Carrier/Shipper
UNITED STATES POSTAL SERVICE
[affix the Certified Mail tracking # sticker here]
<u>7019 0140 0001 1074 8193</u>

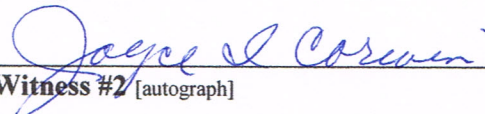
Cargo Manifest

5. Notarized copy of **NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY**, from Mark J Humphrey Surname
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 8/31/19
Witness #1 [autograph] Date

 08-31-19
Witness #2 [autograph] Date

BILL OF LADING

Ship From	
From: Kevin Smallwood <small>Witness #1 [printed]</small>	
Address: c/o 1724 Monterey CT NE <small>Mailing address</small>	
Renton, WA <small>City State</small>	
From: Joyce I Corwin <small>Witness #2 [printed]</small>	
Address: c/o 1717 Monterey CT NE <small>Mailing address</small>	
Renton, WA <small>City State</small>	

Ship To
To: Daniel A. Doyle c/o Puget Sound Energy 10885 NE 4 th Street Bellevue, WA 98004

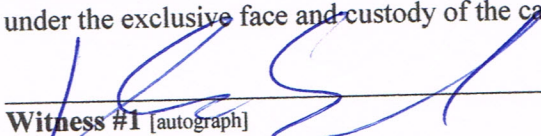
Carrier/Shipper
UNITED STATES POSTAL SERVICE <small>[affix the Certified Mail tracking # sticker here]</small> 7019 0140 0001 1074 8273

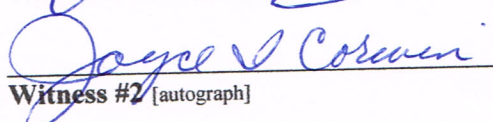
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 _____ Date 8/31/19

 _____ Date 08-31-19

BILL OF LADING

Ship From	
From: Kevin Smallwood <small>Witness #1 [printed]</small>	
Address: c/o 1724 Monterey CT NE <small>Mailing address</small>	
Renton, WA <small>City State</small>	
From: Joyce I Corwin <small>Witness #2 [printed]</small>	
Address: c/o 1717 Monterey CT NE <small>Mailing address</small>	
Renton, WA <small>City State</small>	

Ship To
To: Kimberly J. Harris c/o Puget Sound Energy 10885 NE 4 th Street Bellevue, WA 98004

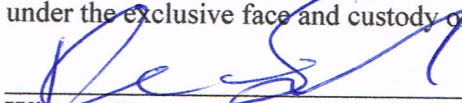
Carrier/Shipper
UNITED STATES POSTAL SERVICE <small>[affix the Certified Mail tracking # sticker here]</small> 7019 0140 0001 1074 8230

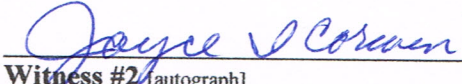
Cargo Manifest

1. Notarized copy of NOTICE OF DEFAULT AND IMMINENT LIABILITY REGARDING TRESPASSING TECHNOLOGY, from Mark J Humphrey Surname
2. Notarized copy of AFFIDAVIT OF NON REPLY, from NOF-Witness#1 Kevin Smallwood
3. Notarized copy of AFFIDAVIT OF NON REPLY, from NOF-Witness#2 Joyce I Corwin
4. 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 care and custody of the carrier UNITED STATES POSTAL SERVICE.


Witness #1 [autograph] _____ Date 8/31/19


Witness #2 [autograph] _____ Date 03-31-19



PUGET SOUND ENERGY

Issued: August 12, 2019

Account Number: 200003287444

Service Address: 1725 MONTEREY CT NE
RENTON, WA 98056

000022 000018

MARK J HUMPHREY
1725 MONTEREY CT NE
RENTON WA 98056-2669



Non-communicating meter service agreement

Dear MARK J HUMPHREY:

You previously expressed an interest in PSE's non-communicating meter option. Enclosed, please find the tariff schedule(s) for PSE's non-communicating meter service.

Please read, sign and return the enclosed form(s) to the address below within 60 days. Please note, if you have both natural gas and electric service through PSE, you must sign separate agreements for natural gas and electric service.

REJECTED BY NOL

Puget Sound Energy
Attn: Meter Upgrade BOT-02G
P.O. Box 97034
Bothell, WA 98009-9735

ON FILE

Alternatively, signed agreements can be faxed to 1-425-424-6728 or scanned and emailed to customercare@pse.com (for faster processing, please include subject line: NCM service).

Upon receipt, PSE will schedule the replacement of your existing electric meter or natural gas module with a non-communicating version. The charges for this service will be reflected in your subsequent billing statements.

Please be aware, because a non-communicating meter must be read manually, you are agreeing to forfeit all wireless reading by PSE, including billing, outage detection, remote troubleshooting, and the ability to manage and track energy usage via web or app.

PSE must manually read your non-communicating meter every other month and you must provide access to meters. Failure to provide access may result in the revocation of your non-communicating meter service.

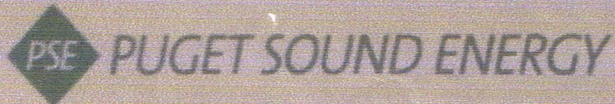
If you have any questions, please call us at 1-888-352-2503. Agents are available Monday-Friday between 8 a.m. and 5 p.m.

Customer Care
Puget Sound Energy
www.PSE.com



How to reach us: Email: customercare@pse.com | Customer Service: 1-888-352-2503 8:00 a.m. - 5:00 p.m. M-F

28750000226655



Issued: August 12, 2019

Account Number: 200003287444

Service Address: 1725 MONTEREY CT NE
RENTON, WA 98056

000022 000318

MARK J HUMPHREY
1725 MONTEREY CT NE
RENTON WA 98056-2669



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Puget Sound Energy
Attn: Meter Upgrade BOT-02G
P.O. Box 97034
Bothell, WA 98009-9735

Alternatively, signed agreements can be faxed to **1-425-424-6728** or scanned and emailed to customercare@pse.com (for faster processing, please include subject line: NCM service).

Upon receipt, PSE will schedule the replacement of your existing electric meter or natural gas module with a non-communicating version. The charges for this service will be reflected in your subsequent billing statements.

Please be aware, because a non-communicating meter must be read manually, you are agreeing to forfeit all wireless reading by PSE, including billing, outage detection, remote troubleshooting, and the ability to manage and track energy usage via web or app.

PSE must manually read your non-communicating meter every other month and you must provide access to meters. Failure to provide access may result in the revocation of your non-communicating meter service.

If you have any questions, please call us at **1-888-352-2503**. Agents are available Monday-Friday between 8 a.m. and 5 p.m.

Customer Care
Puget Sound Energy
www.PSE.com



How to reach us: Email: customercare@pse.com | Customer Service: 1-888-352-2503 8:00 a.m. - 5:00 p.m. M-F

28750000226655

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*Andrew Roberts
 Washington Utilities & T.C.
 300 S Evergreen Park Dr. SW
 Olympia, WA 98504*

2. Article Number (Transfer from service label)
 7017 2680 0000 1722 8735

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

CMS
APR 08 2019
PO BOX 41050
OLYMPIA WA 98504-1050

3. Service Type
 Adult Signature Priority Mail Express®
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Tim Anderson
APR 08 2019
PO BOX 41050
OLYMPIA WA 98504-1050

3. Service Type
 Priority Mail Express®
 Adult Signature Registered Mail™
 Adult Signature Restricted Delivery Registered Mail Restricted Delivery
 Certified Mail® Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*Patricia Hazzard
 c/o Washington Utilities & T.C.
 1300 S Evergreen Park Dr. SW
 Olympia, WA 98504*

2. Article Number (Transfer from service label)
 7017 2680 0000 1722 8742

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

CMS
APR 08 2019
PO BOX 41050
OLYMPIA WA 98504-1050

3. Service Type
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 Adult Signature Registered Mail™
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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*Stacey Halsen
 c/o Puget Sound Energy
 10885 NE 4th Street
 Bellevue, WA 98004*

2. Article Number (Transfer from service label)
 7019 0140 0001 1074 8193

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Tim Anderson
APR 08 2019
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PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Burdet, Kevin (ATG)

From: Mark Humphrey <groundsourceenergynw@gmail.com>
Sent: Thursday, February 6, 2020 11:21 AM
To: ATG WWW E-mail Public Counsel
Subject: Some of the documents for the Public Comments didn't transfer last night
Attachments: CCF02052020.pdf; CCF02052020_0001.pdf; CCF02052020_0002.pdf; CCF02052020_0003.pdf; CCF02052020_0004.pdf; CCF02052020_0005.pdf; CCF02052020_0006.pdf; CCF02052020_0007.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Kevin Bardet and Thomas Johnson

Some of the documents I tried to send last night didn't go through.

So let me try again to send them to you for submission to the WUTC.

I'll break this up into several emails so you get them all.

Thanks

Mark 425-941-2476

Burdet, Kevin (ATG)

From: Mark Humphrey <groundsourceenergy@gmail.com>
Sent: Thursday, February 6, 2020 11:27 AM
To: ATG WWW E-mail Public Counsel
Subject: Documents for Kevin Bardet and Thomas Johnson
Attachments: CCF02052020_0006.pdf; CCF02052020_0007.pdf; CCF02052020_0008.pdf; CCF02052020_0009.pdf; Summary-of-Evidence-on-Smart-Meter-Fires on 10-16-2019.pdf

Hi Kevin Bardet and Thomas Johnson

Some of the documents I tried to send last night didn't go through.

So let me try again to send them to you for submission to the WUTC.

I'll break this up into several emails so you get them all.

Thanks

Mark 425-941-2476

My note again to Andrew Roberts at WUTC:

We again urge you to provide a Safe and Lawful Electro Mechanical Power Meter on my home at Once.

The risk of Electrical Fire Dangers to my home has been well documented in

CA; and both PSE officials and WUTC officials are now in *Gross Negligence

if and when this meter causes damage to my property and persons living here!*

Burdet, Kevin (ATG)

From: Mark Humphrey <groundsourceenergynw@gmail.com>
Sent: Thursday, February 6, 2020 12:03 PM
To: ATG WWW E-mail Public Counsel
Subject: Documents for the Public Comments to the WUTC regarding AMI power meters
Attachments: BioInitiativeReport-RF-Color-Charts off BioInitiative website on 08-19-2019.pdf; Smart-Meter-Health-14000-to-190000.pdf; Health-Risks-Associated-With-SmartMeters.pdf; BathgateAMI from Smartmeters.org presentation about Seattle City Light meters on 01-23-2018.pdf; IMAG1483 Oscilloscope picture in my garage after the AMI meter installation 12-10-2019.jpg; IMAG1511 next image off the Power meter RF transmission on 1-9-2020.jpg; IMAG1511 next image off the Power meter RF transmission on 1-9-2020.mp4; IMAG1512 next image off the Power meter RF transmission on 1-9-2020.jpg; IMAG1528 Readings with new Save Living Technologies test meter on 1-20-2020.jpg; EMF-Exposure-Guidelines-For-Sleeping-Areas downloaded on 1-2-2020.pdf

Hi Kevin Bardet and Kevin Johnson,
More documents for the records against PSEs installation of AMI meter on my home...

Burdet, Kevin (ATG)

From: Mark Humphrey <groundsourceenergy@gmail.com>
Sent: Thursday, February 6, 2020 12:29 PM
To: ATG WWW E-mail Public Counsel
Cc: Roberts, Andrew (UTC)
Subject: More evidence for the WUTC Public Comments against AMI power meters

Hi Kevin Bardet and Thomas Johnson

Here are other links to documents and scientist warning us about all the RF Radiation:

Microwave weapons expert **Barrie Trower** explains the horrors awaiting society if wireless technologies are not curtailed. Scroll down on the ZenGardener page to play video "Part 1" and "Part 2"

<https://www.zengardner.com/former-mi5-microwave-warfare-specialist-speaks-out/>

Direct YouTube links to the same videos:



<https://www.youtube.com/watch?v=nMewMGsiTk8>



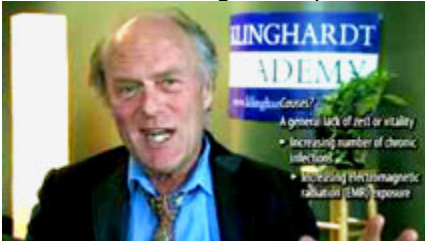
https://www.youtube.com/watch?v=fjEeILFw_VI

EMF Engineer **Rob State**'s comprehensive 30-minute video "The Dark Side of Smart Meters":



<https://www.youtube.com/watch?v=FLeCTaSG2-U>

Dr. Dietrich Klinghardt presents his un-rivaled knowledge, experience and expertise in EMR pathology



https://www.youtube.com/watch?v=b_wxM6IAF1I



The **BIOINITIATIVE REPORT** is a compilation of studies by 28 independent scientists and researchers exposing the harm of wireless technologies through rigidly conducted and peer-reviewed published studies, research and experiments. This is what you need when anyone asks you "WHERE'S THE SCIENCE?"

<https://www.bioinitiative.org/table-of-contents/>

As of October, 2014, those who believe that EMF and digital utility metering are "harmless" also believe the world is flat and the universe revolves around it. This is a problem because some of those intellectually deficient individuals are policy makers and elite global manipulators. For those who happen to be in that group, here is yet another highly credible report proving they are flat wrong: [THE AMERICAN ACADEMY OF ENVIRONMENTAL MEDICINE has released a report exposing direct effects of EMF and Radiofrequencies on Human Health.](#)

13% to 35% of the population is electromagnetic sensitive and that percent is quickly rising as wireless exposures are multiplying. If you are sick and you don't know why, you may be sensitive to electromagnetic frequencies as so many people are. Very helpful info and resources are here:

<https://electromagnetichealth.org/electromagnetic-health-blog/electrosensitivity-primer/>

Research, studies and solutions galore on harmful electrical pollution. Don't ask "where are the facts?" They are right here:

<https://electricalpollution.com/>



Hard science, research and resources on electromagnetic pollution, hazards and effects, plus links to media articles at: <https://www.magdahavas.com/>

<https://www.youtube.com/watch?v=HkCpCoeS54k> Barry Trower a very respected expert in RF Radiation Exposure

<https://www.youtube.com/watch?v=BwyDCHf5iCY> Devera Davis and other Expert in Harm of RF Radiation causing Health Hazards

So please don't say there is no Evidence of Health Affects from RF Radiation on our Human Effects from Cell Phones, WiFi and Smart Meters like the AMI power meters installed on our homes!!

WE need to make our living environments Safe and the AMI is not a Safe or Lawful Device on our homes!!!

Best regards,
Mark Humphrey
425-941-2476

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Pacific Gas and Electric Company for Approval of Modifications to its SmartMeter™ Program and Increased Revenue Requirements to Recover the Costs of the Modifications (U 39 M)

Application 11-03-014
(Filed March 24, 2011)

(NOT CONSOLIDATED)

Application of Utility Consumers' Action Network for Modification of Decision 07-04-043 so as to Not Force Residential Customers to Use Smart Meters.

Application 11-03-015
(Filed March 24, 2011)

(NOT CONSOLIDATED)

Application of Consumers Power Alliance, Public Citizen, Coalition of Energy Users, Eagle Forum of California, Neighborhood Defense League of California, Santa Barbara Tea Party, Concerned Citizens of La Quinta, Citizens Review Association, Palm Springs Patriots Coalition Desert Valley Tea Party, Menifee Tea Party - Hemet Tea Party – Temecula Tea Party, Rove Enterprises, Inc., Schooner Enterprises, Inc., Eagle Forum of San Diego, Southern Californians For Wired Solutions To Smart Meters, and Burbank Action For Modification of D.08-09-039 and A Commission Order Requiring Southern California Edison Company (U338E) To File An Application For Approval of A Smart Meter Opt- Out Plan.

Application 11-07-020
(Filed July 26, 2011)

(NOT CONSOLIDATED)

**PACIFIC GAS AND ELECTRIC COMPANY'S RESPONSE TO
ADMINISTRATIVE LAW JUDGE'S OCTOBER 18, 2011 RULING
DIRECTING IT TO FILE CLARIFYING RADIO FREQUENCY
INFORMATION**

ANN H. KIM
CHONDA J. NWAMU
Law Department
Pacific Gas and Electric Company
77 Beale St., B30A
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-6650
Facsimile: (415) 973-0516
E-Mail: CJN3@pge.com

Attorneys for
PACIFIC GAS AND ELECTRIC COMPANY

Dated: November 1, 2011

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of Pacific Gas and Electric Company
for Approval of Modifications to its SmartMeter™
Program and Increased Revenue Requirements to
Recover the Costs of the Modifications (U 39 M)

Application 11-03-014
(March 24, 2011)

**PACIFIC GAS AND ELECTRIC COMPANY'S RESPONSE TO
ADMINISTRATIVE LAW JUDGE'S OCTOBER 18, 2011
RULING DIRECTING IT TO FILE CLARIFYING RADIO
FREQUENCY INFORMATION**

I. INTRODUCTION

On October 18, 2011, Administrative Law Judge (ALJ) Yip-Kikugawa issued *Administrative Law Judge's Ruling Seeking Clarification* from Pacific Gas and Electric Company (PG&E), San Diego Gas & Electric Company (SDG&E), Southern California Edison Company (SCE) and Southern California Gas Company (SoCalGas) (collectively, the utilities or IOUs), in the above-captioned proceeding. Specifically, the Ruling directs the utilities to file clarifying information concerning the frequency and duration of radio frequency (RF) emissions from wireless smart meters by November 1, 2011. PG&E hereby timely responds to the Ruling.

II. PG&E'S SMARTMETERS™ COMPLY WITH FEDERAL COMMUNICATIONS COMMISSION (FCC) RADIO FREQUENCY (RF) EMISSIONS STANDARDS

PG&E's SmartMeters™ RF emissions are substantially below the Federal Communications Commission's (FCC) limits for radio transmitters of all types, including SmartMeters™. Indeed, and as PG&E noted in its Response to the Division of Ratepayer Advocates' *Motion to Amend the Scope of the Proceeding to Include Data on RF Emissions and to Order PG&E To Serve Supplemental Testimony on the Costs of an Analog Meter*, "the CPUC has previously found that PG&E's SmartMeters™ comply with FCC RF emissions standards. Specifically, the Commission found that '[a]ll radio devices in PG&E's SmartMeters™ are

licensed or certified by the FCC and comply with all FCC requirements.¹ Further, the FCC itself has articulated that PG&E's SmartMeters™ comply with RF emissions levels."² (*See, PG&E's Opposition to DRA's Motion, p.3*)(August 8, 2011);(see also, *FCC letters, Attachments A and B*).

PG&E continues to recommend and support its proposed radio-off SmartMeter™ as the most feasible alternative to its SmartMeter™ Program, as fully described in Application (A.) 11-03-014 and supporting Testimony. PG&E's radio-off proposal provides an opt-out alternative with no wireless RF communications for customers who want to limit wireless telecommunications technology in their lives.

III. PG&E's RESPONSES TO THE CLARIFYING QUESTIONS IN THE OCTOBER 18, 2011 ALJ RULING

On September 14, 2011, ALJ Yip-Kikugawa held a combined workshop to consider alternatives for customers who may wish to opt-out of receiving wireless smart meters. During the workshop, various parties raised questions and made comments concerning the frequency and duration of the RF-transmissions from the wireless smart meters. The ALJ subsequently requested that the utilities respond to eleven RF-related questions as set forth below.

Each of PG&E's SmartMeter™ vendors – Silver Springs Network (SSN), General Electric (GE), Landis + Gyr (L+G), and Aclara – has confirmed that their SmartMeter™ products fully comply with applicable FCC regulations. PG&E's SmartMeter™ vendors provided the below RF-related data, as applicable to their respective products, in response to the ALJ Ruling.

¹ CPUC Decision 10-12-001, Finding of Fact 2.

² FCC Letters to Cindy Sage, dated August 6, 2010, and the Honorable Lynn C. Woolsey, dated April 21, 2011

Question 1:

What is an average duration (in seconds) that a residential smart meter transmits in a 24 hour period?

Response 1:

Electric: As PG&E has described many times previously, both in this proceeding and publicly, a typical PG&E electric SmartMeter™ communicates intermittently throughout the day for a total cumulative period of approximately 45 seconds per 24-hour period. This typical cumulative communication period is comprised of thousands of very brief communications.

This reflects the findings of a detailed SSN study in which SSN collected actual field data from 88,000 deployed meters and compared the number of transmissions per meter for roughly 30 minutes each in order to determine that half of the meters transmitted for less than 45 seconds-per-day and half of the meters transmitted for longer than 45 seconds-per-day. In the study, a small number of electric SmartMeters™ in the outer range of the population communicated somewhat longer than 45 seconds-per-day, which resulted in an overall mean duration of approximately 62 seconds.³

Gas: The PG&E gas SmartMeter Module (MTU) has a single radio that utilizes the licensed 450-470 MHz band. The module is a one way transmitter; i.e., it sends but does not receive signals. The average duration that a gas SmartMeter™ Module transmits in a 24-hour period is 0.676 seconds. This is a calculated value based on observed individual transmission rates of 0.16 seconds each, and the designed transmission frequency of between 4.15 and 4.35 transmissions per day.

Question 1.a.:

How is this average computed or measured?

Response 1.a.:

Electric: SSN supplies PG&E with the “chipset” contained in the electric SmartMeters™ that GE and L+G supply to PG&E. The chipset, referred to as a “Network Interface Card” or “NIC,” processes and stores the data and provides the radio communication back to PG&E. SSN has conducted several studies on these data to compute the type and duration of these transmissions.

In the SSN study referenced in Response 1, SSN calculated the median transmission-time by collecting actual field data from 88,000 deployed meters. By checking the number of transmissions per meter for roughly 30 minutes each, SSN computed the length of these

³ PG&E’s electric SmartMeters™ have two radios installed: 1) a radio that utilizes the licensed 902-928 megahertz (MHz) band for connection to the PG&E back office, and 2) a 2.4 gigahertz (GHz) radio to transmit to devices in the customer premises. The transmissions measured and addressed in this Response relate to the 900 MHz radio. Currently, PG&E does not have any SmartMeters™ utilizing the 2.4 GHz radio.

transmissions per 24-hour day. In another study, SSN worked with PG&E to evaluate the transmissions of roughly 50,000 meters over a 48-hour period to similarly compute these numbers.

Gas: The duration of each transmission from the gas SmartMeter™ Module is less than 0.16 seconds. Using the typical transmission rate of 4.228 transmissions per 24 hours, the average duration over a 24-hour period is approximately 0.676 seconds ($4.228 \times 0.16 = 0.676$).

Question 2:

How many times in total (average and maximum) is a smart meter scheduled to transmit during a 24-hour period?

Response 2:

Electric: Table 2-1 presents scheduled electric SmartMeter™ system messages and their durations. As noted in Response 1, the information presented applies only to the 900 MHz radio. Table 2-1 presents data for all “scheduled” messages; i.e., those inherently required to sustain communications in the network that occur routinely without user intervention. “Non-Scheduled” messages created only at non-recurring times are addressed in Response 3.

TABLE 2-1

Electric System Message Type [a]	Transmission Frequency Per 24-Hour Period: Average [b]	Transmission Frequency Per 24-Hour Period: Maximum (99.9th Percentile) [c]
Meter Read Data	6	6
Network Management	15	30
Time Synch	360	360
Mesh Network Message Management	9,600	190,000
Weighted Average Duty Cycle	45.3 Seconds⁴	875.0 Seconds

The electric system message types are defined as:

- Meter Read Data refers to the messages generated by each meter to transmit energy usage data.
- Network Management refers to network tasks that need to be performed to maintain the health of the network (e.g., route establishment).
- Time Synch refers to network administration messages needed to update the internal clock in the NIC.
- Mesh Network Message Management refers to activities required to forward routed messages.

Gas: Table 2-2 presents scheduled gas SmartMeter™ system messages and their durations.

TABLE 2-2

Gas System Message Type [a]	Transmission Frequency Per 24-Hour Period: Average [b]	Transmission Frequency Per 24-Hour Period: Maximum [c]
Meter Read Data	4.228	4.305
Weighted Average Duty Cycle	0.676 Seconds	0.689 Seconds

⁴ As stated in Response 1, a small number of electric SmartMeters™ communicate somewhat longer than 45 seconds-per-day, which resulted in an overall mean duration of approximately 62 seconds.

Question 2.a.:

How many of those times (average and maximum) are to transmit electric usage information?

Response 2.a.:

Electric: Generally, the Meter Read Data messages shown in Table 2-1 transmit electric usage data from the meter generating the data. Mesh Network Message Management messages also transmit electric usage data from neighbor meters.

Gas: In Table 2-2, the Meter Read Data messages transmit gas usage data.

Question 2.b.:

How many of those times (average and maximum) are for other purposes? What are those other purposes? Please specify number of times (average and maximum) by type/category of transmission.

Response 2.b.:

Electric: The scheduled electric messages are shown in Table 2-1 and defined in Response 2. The Network Management and Time Synch messages are for administration and mesh maintenance, as explained in Response 2. They are required to sustain the routing capability of the mesh network.

Gas: There are no other standard messages than the usage data transmission.

Question 3:

Under what scenarios does a meter transmit outside of the daily schedule, i.e., unscheduled transmission such as on-demand read, tamper/theft alert, last gasp, firmware upgrade etc.?

Response 3:

Electric: For purposes of providing this data, PG&E is using data for all messages that inherently are required to sustain communications in the network, and occur routinely without user intervention as “scheduled”; messages created only at non-recurring times such as startup or to satisfy non-typical events or user requests are considered “non-scheduled”.

Table 3-1 shows the categories of electric messages generated outside of the daily schedule. These messages are event-driven and are not predictable on any given day.

TABLE 3-1

Electric Message Type	Scenario
Interrogation for network (Initial)	Initial attempt to discover network availability or after an outage restoration
Interrogation for network (Extended)	Infrequent polling when network discovery is not immediate
Network Activation	Upon successful discovery of network route either upon initial startup or outage restoration
Last gasp	Upon loss of power
On-demand read	Request from PG&E back-office user
Firmware upgrade	Pushed from PG&E back-office user
Power status check	Request from PG&E back-office user
Other ‘as-triggered’ alarms	Sent as needed (e.g., power restored)
Meter disconnect or reconnect	Request from PG&E back-office user

Gas: The only unscheduled transmission would be for a tamper alarm. Tamper alarms are rare.

Question 4:

Typically, how much of the communication between the customer's meter and the utility is unscheduled vs. scheduled?

Response 4:

Electric: Typically, the majority of the communication between the customer's electric SmartMeter™ and PG&E is scheduled. SSN estimates that very little of the overall electric SmartMeter™ transmission time would be for unscheduled transmissions.

Gas: Aclara estimates that effectively 100 percent of the transmissions are due to scheduled activity. Tamper alarms are rare.

Question 5:

Are there any other factors that go into determining duration and/or frequency of meter transmissions (e.g., if a meter can't access the network when it's trying to send data, type of a meter etc.)? If yes, please identify these factors.

Response 5:

Electric: With respect to PG&E's electric SmartMeter™ system, there are no other factors that go into determining the duration or frequency of the electric meter system transmission other than those discussed in Responses 2 and 3.

Gas: With respect to PG&E's gas SmartMeter™ system, there are no other factors that go into determining the duration or frequency of the gas meter system transmission other than those discussed in Responses 2 and 3.

Question 6:

What is the amount of RF emission at the source when a meter is transmitting data (instantaneous maximum peak level, averaged over 30 minutes)?

Response 6:

Table 6-1 provides the requested data for electric SmartMeters™ and gas SmartMeter™ Modules.

TABLE 6-1⁵

Radio Type	Transmit Power	Antenna Gain (Decibel Isotropic)	Instantaneous Peak Level (Effective Isotropic Radiated Power)	Average Exposure Over 30 Minutes	Percent of FCC Allowable RF Emissions
[a]	[b]	[c]	[d]	[e]	[f]
Electric 900 MHz	1000 mW	4.0 dBi	2500 mW	0.35 μW/cm ²	0.058%
Electric 2.4 GHz ⁶	125 mW	None	125 mW	N/A	N/A
Gas Standard Module	132 mW	None	132 mW	0.01μW/cm ²	0.0033%
Gas Extended Range Module	794 mW	None	794 mW	0.059μW/cm ²	0.02%

⁵ Average electric exposure has been calculated from duty cycles consistent with field observations at a distance of 20 centimeters. Average gas exposure has been calculated based on system specifications.

⁶ As stated in Response 1, the 2.4 GHz radio is not currently in use in PG&E's SmartMeter™ system.

Question 7:

Does the amount of RF emission vary depending on duration of transmission/volume of data being sent? For example, are RF emissions higher when there is a larger volume of data to be transmitted?

Response 7:

Electric: While the power-level in PG&E's electric SmartMeters™ is fixed, the total RF energy varies based on the duration of the communication. When a larger volume of data is transmitted, the duration of the communication may increase, resulting in a greater emission of RF energy.

Gas: The usage read data messages are fixed in length and fixed in scheduled transmissions. Only tamper alarms are sent outside of scheduled transmissions. As noted earlier, tamper alarms are very rare.

Question 8:

Are there any other factors that impact the amount of RF emissions? If so, please identify the factor(s) and its impact on RF emissions.

Response 8:

Electric: PG&E is not aware of any other factors that affect the amount of RF emissions at the electric endpoint, i.e., at the customer's premises.⁷

Gas: PG&E is not aware of any other factors that affect the amount of RF emissions at the gas endpoint, i.e., at the customer's premises.⁸

⁷ PG&E notes that in addition to electric meters, there are network devices – generally mounted on PG&E distribution facilities at 25 feet or higher above the ground – called Relays or Access Points that receive the data from electric meters and forward the data over a public network cellular back haul (850 MHz or 1900 MHz) to the PG&E data center.

⁸ PG&E notes that in addition to gas meters, there are network devices – generally mounted on PG&E distribution facilities at 25 feet or higher above the ground – called Data Collection Units (DCUs) which receive the data from the gas SmartMeter™ Modules and forward the data over a public network cellular back haul (850 MHz or 1900 MHz) to the PG&E data center. The DCUs also send out one network administration message per day over the 450-470 MHz band.

Question 9:

Is there RF emission when the meter is not transmitting? If yes, what is the amount of RF emission?

Response 9:

Yes, all digital circuitry – from that contained in clocks, in stereo equipment, or in answering machines – emits de minimus RF that is governed by FCC limits for unintentional RF emissions.⁹

Table 9-1 provides the requested data for electric SmartMeters™ and gas SmartMeter™ Modules.

TABLE 9-1

Meter Type	RF Measured Value With Radio Off	FCC Allowable RF Emissions
[a]	[b]	[c]
Electric: GE	39.3 dB μ V/m	49.0 dB μ V/m
Electric: L+G	24.7 dB μ V/m	49.0 dB μ V/m
Gas: Aclara	No discernable emissions	40.0 – 54.0 dB μ V/m

Electric: Note that PG&E’s electric system communications equipment is installed inside of either of two SmartMeters™, one manufactured by GE and the other manufactured by L+G. Both of these meters are tested during meter certification testing and have been shown to emit de minimus RF when the SSN communications radio is turned off. The radio-off RF emissions are below FCC limits for unintentional RF emissions.

Gas: With respect to PG&E’s gas SmartMeter™ Modules, there are no RF emissions when the Module is not transmitting.

⁹ See Code of Federal Regulations, Title 47, Part 15, for a Class B digital device.

Question 10:

Is there a difference in the amount of RF emissions for a wireless smart meter with the radio off and a smart meter with the radio out? If yes, what is that difference and how is it calculated?

Response 10:

Table 10-1 provides the requested data for electric SmartMeters™ and gas SmartMeter™ Modules.

TABLE 10-1

Meter Type	RF Measured Value With Radio Out	RF Measured Value With Radio Off	FCC Allowable RF Emissions
[a]	[b]	[c]	[d]
Electric: GE	38.3 dBμV/m	39.3 dBμV/m	49.0 dBμV/m
Electric: L+G	31.3 dBμV/m	24.7 dBμV/m	49.0 dBμV/m
Gas: Aclara	No discernable emissions	No discernable emissions	40.0 – 54.0 dBμV/m

Electric: Both of PG&E’s electric SmartMeter™ manufacturers test the meters without any communications radio installed during meter certification. The information provided in Table 10-1 reflects the measured values of the RF emissions from the electric SmartMeters™ with the radio out.

Note that the difference between the radio-out RF-emissions shown in Table 10-1 and the radio-off RF-emissions presented in Table 9-1 (and re-presented in Table 10-1 for comparison purposes) are de minimus.

Gas: With respect to PG&E’s gas SmartMeter™ Modules, there are no discernable RF emissions when the radio is off.

Question 11:

Is there a difference in the amount of RF emissions for a wireless smart meter with the radio off and an analog meter? If yes, what is that difference and how is it calculated?

Response 11:

Electromechanical meters emit no RF. Therefore, there is a de minimus difference in RF between radio-off and an analog meter. Please also see PG&E's Response to Question 9.

IV. CONCLUSION

PG&E respectfully submits the requested clarifying information concerning the frequency and duration of RF emissions from its electric and gas SmartMeter™ technology.

Respectfully Submitted,

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