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IN THE UNITED STATES DISTRICT COURT,
FOR THE MIDDLE DISTRICT OF FLORIDA
AT OCALA, FLORIDA

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CLERK, U.S. DISTRICT COURT
OCALA, FLORIDA

GLEND A Q. MAHANEY
Plaintiff,

v.

Case No. 5:04CV-9-00-106RT

SUMTER ELECTRIC COOPERATIVE,
a Florida Rural Electric Cooperative
Defendant,

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff, GLEND A Q. MAHANEY, hereinafter also,
MAHANEY, complaining of the Defendant, SUMTER ELECTRIC
COOPERATIVE, hereinafter also, SUMTER, and, to the best of her knowledge
and/or belief, says as follows:

1. The Plaintiff is over 21, is a citizen of Lake County, Florida , and
is a citizen of the United States of America, by birth, and is thereby guaranteed
the protection afforded by the U.S. Constitution and it's Articles of Amendment,
by the United States and by and through the laws of her local County and State.

2. The Defendant, SUMTER ELECTRIC COOPERATIVE, is a
Florida Rural Electric Cooperative, and at times pertinent to this cause, had
offices located in both Lake County, Florida and Sumter County, Florida, and
was operated pursuant to the laws of the State of Florida, and subject to all
local, county, state, and federal law and the U.S. Constitution.

3. At times pertinent to this action, SUMTER performed functions

C-2704 \$ 150.00

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tantamount to a governmental agency by providing electric service to the rural public, and to Plaintiff, and by locating it's lines on county and state owned property and acting in such a manner as to hold itself out to have powers of authority or privileges normally reserved to the State of Florida and/or protected by the State of Florida,

4. Plaintiff was a member of said cooperative, but, only to the extent agreed to by Plaintiff, and/or that was lawful and constitutional, i.e., Plaintiff specifically retained certain property rights

5. This Court has jurisdiction under 18 U.S.C.A. § 241, 42 U.S.C.A. § 1983, and/or 18 U.S.C.A. § 245, and/or the U.S. Constitution, and/or due to the amount in controversy.

6. This Complaint is for actual and/or compensatory damages, and incidental and/or consequential damages, in excess of \$500, 000.00. Plaintiff further seeks punitive and/or exemplary damages in excess of \$10,000,000.00 to be decided by jury.

7. Said damages are the direct and proximate result of SUMTER'S acts, actions, and/or failure to act, evincing willful, wanton, gross, reckless and unconscionable negligent disregard of, and/or knowingly malicious intent to disregard, Plaintiff's statutory rights and/or rights under U.S. Constitution and/or her human rights and/or her health, safety and/or welfare and/or safety of her real and personal property, which not only caused damage and loss to Plaintiff's real and personal property, but, caused her extreme trauma and stress resulting

in physical injury.

8. A fire occurred on Plaintiff's property on January 9, 2000. As a direct and proximate result of SUMTER'S acts, actions, and/or failure to act, under color of law, regarding Plaintiff's constitutional rights before, during, and/or after said fire. Plaintiff has suffered loss and damage to her real and/or personal property and has suffered extreme mental trauma and physical injury.

9. Said loss and damage includes, but is not limited to, loss and damage to her home and it's fixtures and furnishings, her personal items, her business building and it's fixtures, equipment, and/or assets, the rental value of said business building, and/or the income from said business, the sale value of said business, as well as damage to two other rental units and loss of the rent therefrom received by Plaintiff.

10. Plaintiff believes that SUMTER, acting under color of law, is at fault in causing said fire, but, due to circumstance hereinafter explained, Plaintiff is not suing SUMTER for causing said fire, but, with regard to said fire, is suing due to a majority of damage which could have been prevented had SUMTER not failed in it's duty to provide reasonable protection to Plaintiff and her property, while acting in a manner evincing of a state authority.

11. Plaintiff is further suing SUMTER for it's continuing violation, under color of law, of Plaintiff's 14th Amendment right to equal protection of the law, and/or conspiracy to violate such right of Plaintiff, by it's unlawful hook-up of electric service to a neighbors building, which jeopardizes Plaintiff's property.

12. On Sunday, January 9, 2000, sometime after 3:00 a.m., the aforesaid fire started in a building owned by Plaintiff, located on Lots 41 and 42 of Oak Crest Subdivision, hereinafter referred to as "Property A", with any structures thereon referred to as "Structure A".

13. Said Structure A was a commercial building, that was still housing a Florida 4-COP liquor license, which had been sold, but, not yet removed from said structure due to non-payment by the buyer and foreclosure against buyer.

14. Said structure was closed at the time the fire started, and not running any excess equipment that could have caused overload.

15. Said fire which began in Structure A, eventually involved another commercial structure to the east, located on Lots 43, 45, and 45 of Oak Crest Subdivision, hereinafter referred to as "Property B", with any structures thereon referred to as "Structure B"

17. Said Structure B was used as Plaintiff's residence, and also housed one of her offices and contained a rental apartment.

18. Said fire also caused damage to a rental travel trailer and/or the wiring thereto, located west of Structure A, on Lot 40 of Oak Crest, hereinafter, called "Property C", with any structures thereon referred to as "Structure C", as well as causing damage to yet a second rental mobile home and/or the wiring thereto, located to the northwest, in Conner's Plat, hereinafter, referred to as "Property D" with any structures thereon referred to as "Structure D".

19. Said fire damaged Plaintiff's four vehicles parked on her property

outside, and caused debris to be littered across all said properties, as well as onto a contiguous property that Plaintiff is a joint owner of which is located in McNaught's Subdivision, hereinafter referred to as "Property E", with any structures thereon as "Structure(s) E" Said McNaught's property also suffered from heavy smoke from said fire

20. At the time of the January 9, 2000 fire, SUMTER was continuing in a long running course of unfair and/or illegal actions that violated Plaintiffs property rights and/or her statutory and/or U.S. Constitutional rights, all of which precipitated circumstances directly leading to said January 9, 2000 fire on Plaintiff's property(s). Plaintiff will touch on said actions only briefly, in as much as they show a continued pattern of reckless and callous acts by SUMTER.

21. Said actions by SUMTER began in the early 1970's, when SUMTER unfairly cut off Plaintiff's electric service, but, escalated in or about 1975, and thereafter, when SUMTER violated Plaintiff's constitutional rights, under color of law, by refusing to provide electric service to "Structure A", unless Plaintiff paid an electric bill that she did not owe.

22. Plaintiff informed SUMTER that the electric bill which they sought payment of from her, was not in her name, was for a business that she did not own, that she did not owe said bill, and that she could not pay the large bill.

23. Plaintiff clearly informed SUMTER that it was not only violating her rights, by trying to collect a bill that she did not contract for, but, was also creating a severe hardship to Plaintiff and others who were tenants, since the

well pump for the entire property was run from the service to Structure A.

24. SUMTER callously indicated that the law allowed them to refuse service to the Plaintiff and/or others until the bill was paid..

25. Plaintiff thereafter contacted county and state officials in an attempt to enforce her rights and to cause SUMTER to turn said electric service back on in her name, since SUMTER'S action amounted to extortion, but, county and state officials refused to take action, and instead allowed SUMTER to continue to attempt to extort money from the Plaintiff under color of law.

26. Plaintiff was forced to take other means, known to SUMTER, to restore electric service to "Structure A" and water to her tenants, while SUMTER continued to refuse electric service to the meter which served "Structure A" until about 10 years later, in 1996, when SUMTER finally relented after being confronted with a copy of a law indicating that it's actions were unlawful.

27. Sometime in or about 1980, a building permit was obtained from Lake County, to enlarge "Structure A". In order to complete the enlargement an electric drop line had to be moved, and, in order to move said drop line, a pole had to be installed northeast of Structure A. To conserve costs, Plaintiff ask SUMTER to move a pole from the south of Structure A to the northeast.

28. Plaintiff did not believe the pole belonged to SUMTER as it housed her business sign and a security light which had been added on. Further, SUMTER charged Plaintiff to move said pole to the northeast of Structure A.

29. Thereon, SUMTER hooked-up their drop line from said pole and

provided electric service to a connection at the original "riser" or "mast" which served all electric meters then on the property(s).

30. The electric service was as aforesaid from approximately 1980, and so at the time the building permit was given final approval and a certificate of occupancy issued by Lake County, and remained so until 1996.

31. About the time of the enlargement to Structure A, in 1980, Plaintiff ask SUMTER to move one of it's main southeast poles farther to the west as it was in an area that made ingress and egress to a portion of Plaintiff's property difficult. SUMTER refused to due so without payment of an exorbitant amount.

32. Sometime in about 1987, Plaintiff, et al, was sued by Lake County, Florida regarding possession of the alleged road frontage, which had always served as parking lot for business(s) located on the properties of Plaintiff, et al.

33. Lake County lost said lawsuit, and a later appeal, as well as a suit for attorney fees and an appeal therefor, all of which did not end until sometime in or about 1992. Said loss of the alleged road right-of-way by the County, left SUMTER with it's poles on and lines on the Plaintiff's property, since SUMTER does not buy right-of-way, but, leases the land from the county or state.

34. The Plaintiff again approached SUMTER to move the pole which was interfering with ingress and egress to a portion of Plaintiff's property, and when SUMTER again refused to do so, Plaintiff informed SUMTER that the County had lost the suit regarding the alleged road right-of-way and that SUMTER'S poles and lines were clearly on Plaintiff's property.

35. After much balking, SUMTER finally relented and moved the pole, but, was extremely angry at Plaintiff, since she had informed SUMTER that they could not claim adverse possession of her property since SUMTER leased the land from the County and did not possess adversely, and that, in order to prevent any such claims in the future that she was granting permission to SUMTER to cross her property, but, continued location thereon constituted an agreement by SUMTER to pay rent to her for said use of her property.

36. Thereafter, in retaliation, SUMTER refused to respond to Plaintiff's complaints regarding it's failure to trim the trees out of it's own power lines which ran north and south along the east and west sides of Plaintiff's property(s) and also crossed Plaintiff's property from west to east.

37. Plaintiff requested for SUMTER to remove the west to east line crossing her Property D, as it was unnecessary to cross there to serve the jointly owned Property E, which could be easily served from the south, but, SUMTER adamantly refused to remove said line.

38. At some point during all of this, SUMTER'S equipment that serviced a rental mobile home on the east side of Property E, failed to operate properly and caused a power surge which burned up electronic equipment owned by a tenant of said mobile home, and SUMTER was forced to pay him for his loss.

39. Sometime thereafter, one of SUMTER'S transformers burned out, and caused power lines, running along the east side of Property E, to burn completely through and drop to the ground, knocking out power to the house

on said property, and nearly causing a fire.

40. Said faulty transformer ran to a transformer to the south which in turn ran westward to the same transformer from which the service to Structure A originated. The aforesaid two occurrences indicated a problem with SUMTER'S equipment that SUMTER was aware of as far back as approximately 1995.

41. SUMTER continued to cross Plaintiff's property, but, did not pay rent and did not pay the sales tax the would have been due thereon to the State.

42. Further, SUMTER went so far as to drop a line across the southwest corner of Plaintiff's property, to an electric service which had been moved from the northeast corner of the neighboring building, without a building permit, in order to serve Belew's Welding Services, et al, who had, become Plaintiff's neighbor in about 1992.

43. Plaintiff, whose state liquor license permitted her to engaged in sales of alcoholic beverages, was concerned, as Belew's began to weld outside within 15 feet or less of the alleged property line and electric wires on her property, and emitted sparks within 30 feet of her building.

44. Belew's also did painting work in said location and on a number of occasions was sandblasting, painting, and/or welding railroad cars immediately across the highway from Plaintiff's property. Plaintiff repeatedly notified SUMTER that it was illegal for it to hook-up to the additional line dropped across her property as there was no building permit issued to do so,

45. Thereon, Plaintiff complained to Lake County officials, who, under

color of law, communicated with SUMTER on the matter, but, refused to take action against SUMTER or Belew's, and allowed SUMTER to continue in it's illegal act, under color of law, since many departments of the County, including it's Sheriff's Department has welding work done at Belew's on a regular basis.

46. Said action constitutes a conspiracy between SUMTER, Belew's and the County to place and/or further the use of an illegal electric service, and to deny Plaintiff of her right to equal protection of the law, under color of law.

47. SUMTER'S objective said conspiracy was to save the expense of installing proper equipment and/or relocating it's equipment in order to service Belew's, while Belew's objective was to be able to make money by operating it's welding equipment without expending money for proper safety precautions. The County's objective was to prevent the ill will of Belew's in order to continue to be able to have it's equipment repaired there or repaired at lower price.

48. The location of the illegal hook-up to Belew's by SUMTER, in proximity to the Plaintiff's property and structures, operating from the power sources that are linked, constitutes a latent defect in planning, as it is illegal, and is not designed or approved by a registered architect or engineer or certified as safe to carry a load of a welding shop.

49. The Plaintiff has been deprived, and is still being deprived of her right to equal protection of the law, as SUMTER, under color of law, with aid and/or consent of Lake County, an agency of the State of Florida, allows said illegal service to continue to this day, without proper certification, causing

extreme worry and stress to Plaintiff that said service may be unsafe.

50. At some point after Plaintiff complained of said service being moved without a permit, Belew's, and/or it's owner John Mitchell and/or an associate Raymond Cundiff, began to make complaints to the County, regarding Plaintiff's legal non-conforming notice type sign that was located on Plaintiff's property before Belew's, et al, moved next door.

51. Plaintiff was later told by others that Belew's was making these complaints because said "sign" contained a flashing arrow on the top, which interfered with Belew's welding equipment, since Belew's often welded at night, when the "sign" was in use, and operated outside, within 15 feet of Plaintiff's property and the highway, despite Plaintiff's complaints to the County

52. Plaintiff now believes that Belew's welding equipment not only interfered with her sign, but, caused other interference with her electric service.

53. Plaintiff will not elaborate on the gross violations of her rights by Lake County, which occurred due to said complaints by Belew's, et al, but, touches on said complaints to indicate an existing problem that was caused by SUMTER, by making an illegal electrical connection to Belew's, and then recklessly, and with culpable negligence, and/or willful intent, ignored the fact that the service was exhibiting signs of incompatibility not known to Plaintiff. .

54. Plaintiff now believes that SUMTER conspired with Belew's, and/or County to illegally move Belew's electric service due to line overload and/or incompatibility of the welding equipment with Plaintiff's business equipment

operating near that location, and thereafter caused a worse condition by locating the service near Plaintiff's "sign".

56. After the 1-9-2000 fire on her property, Plaintiff began to attempt to investigate possible causes thereof, and recently discovered, that welding equipment can, in fact, cause power fluctuations and/or harmonic distortions sufficient to cause fires, and/or latent fires, not only to structures in which located, but also to other structures sharing the same utility service, and that particles from sandblasting, etc., can lead to latent transformer fires.

57 SUMTER knew or should have known of the potential danger of the location of Belew's service, but, SUMTER ignored this and also ignored any potential overloading of any common power utility connections that might be caused by welding transformers, and/or from ground faults, and willful, wantonly and unconscionably, with gross indifference, risk Plaintiff's life and property

58. SUMTER continues to this day to risk Plaintiff's life and property, and to, under color of law, violate her right to equal protection of the law, and/or still conspires to do so, as the illegal electric service still remains.

59. SUMTER also failed and/or refused respond to the Plaintiff's complaints regarding trimming trees growing into said lines and began to further retaliate against Plaintiff by complaining of the height of the "riser" pipe that connected Plaintiff's electric service, even though said "riser" pipe was the same height and in the same location as when SUMTER had hooked-up to it in approximately 1980.

60. Sometime, in 1996, SUMTER threatened Plaintiff with shutting off the electricity to the entire property if Plaintiff did not raise the “riser” mast, which Plaintiff could not feasibly do because of it’s location.

61. Soon thereafter, SUMTER enlisted the aid of Lake County, and Plaintiff came home to find a “red tag” on her door, threatening condemnation, issued by Lake County, under color of law, at the behest of SUMTER, who was complaining of the riser height, even though the riser was the same height that it was in when the County “finaled” the building permit for Structure A and issued certificate of occupancy.

62. Thereafter, in order to maintain electric service for herself and tenants, Plaintiff was forced, by threat, under color of law, to move the “riser” and all of the meter boxes and electric services that were connected thereto.

63. Plaintiff sought an electrician through the yellow pages of the telephone directory, and hired MALCOM H. ALLIO, also known as “Mac”, d/b/a ALLIO ELECTRIC.

64. ALLIO’S listing in the yellow pages indicated that ALLIO ELECTRIC was a sole proprietorship as no words indicated any incorporation, and, alleged that ALLIO ELECTRIC was qualified to do “completed electrical services” , both residential or commercial, and was “licensed -bonded -insured #ER0011503”. Plaintiff initially did not know that Mr. Allio’s wife worked for Lake County, but, did make such discovery thereafter.

65. ALLIO agreed to move the riser and all three electric meters and

the three 200 amp outside breaker services boxes which were located in a small alcove on the east side of Structure A, to a location of Plaintiff's choosing.

66. ALLIO thereafter stated that the County would not allow him to re-locate the service box for Structure B onto Structure A, even though the service box for Structure B was at that time already located on said Structure A.

67. Thereafter, after some communication and/or consultation between ALLIO and the County and/or between ALLIO and SUMTER, ALLIO stated he could not move said services to the location requested by Plaintiff and that he did not want to use the service boxes then owned by Plaintiff, and balked at performing the work until Plaintiff agreed to purchase all new service equipment.

68. Plaintiff contends that SUMTER, aided by Lake County, attempted to force Plaintiff to **involuntarily serve** the will of SUMTER and/or the County, in violation of her 13th Amendment rights under the U.S. Constitution, by demanding changes to her property that were not necessary and/or not required by law, and convinced ALLIO to refuse to perform lawful requests of Plaintiff, and in so doing were grossly negligent in due care owed to Plaintiff.

69. Plaintiff contends the objective of the County and SUMTER in directing ALLIO as aforesaid, was retaliation against Plaintiff, due to Plaintiff having several times exercised her legal rights against both the County and SUMTER, and that ALLIO'S objective in acquiescing in what constituted a conspiracy was to keep from incurring the ill will of the County or SUMTER, especially since his ALLIO'S wife was employed by Lake County.

70. Plaintiff contends that the aforesaid acts of SUMTER, and the County, deprived Plaintiff of rights, privileges, and immunities secured by the Constitution, in violation of 18 U.S.C.A. § 241, as such acts by two or more persons constitute a conspiracy “to injure, oppress, threaten, or intimidate” her “in the free exercise or enjoyment of” her “rights and privileges secured” to her “by the U.S. Constitution or the laws of the United States”, as said acts violated her 4th Amendment right thereunder to be secure in her person, house, or effects, by effecting quasi seizure of her property and/or property rights, and violated her 5th and 14th Amendment right thereunder by depriving her of life, liberty, or property, without due process of law, and without just compensation, and, deprived her of her 14th Amendment right to equal protection of law.

71. Plaintiff also contends that the aforesaid acts of SUMTER, and the County, are a violation of 42 U.S.C.A. § 1983, as such actions were taken under color of law, by the County, as an agency of the State and/or by SUMTER acting under the color of county and/or state authority, with threat of action by County officials to shut off electric service to Plaintiff’s property if she did not comply with SUMTER’S demands to move her electric services.

72. Plaintiff contends that that her said 14th Amendment right equal protection of law and to due process was violated by SUMTER and the County, by depriving her of her property and/or property rights, without hearing or procedural due process, when no emergency and **no exigent circumstances** existed to demand immediate moving of the “riser” mast, since it had been in the

same location for over 25 years and surrounded by the alcove for over 15 years.

73. While 42 U.S.C.A. § 1983 does not require willful intent, Plaintiff contends that the actions of SUMTER and the County were willful and intentional, and evinced malice toward Plaintiff..

74. After much delay, caused by the foregoing, ALLIO then agreed that, at the time of moving the three outside services on Structure A, he would install a fourth new 200 amp. outside electric service to be located on Structure B, along with an outside outlet, while the other three outside services were to be located on the northwest corner of Structure A, to serve Structure A, C, and D, using all new equipment and wiring.

75. ALLIO further agreed to install approximately 75 feet of 200 amp wire, from the outside service to Structure A to the inside service panel of Structure A, and to return, as soon as his schedule permitted and upgrade the inside breaker panel of Structure A, from 100 amps to 200 amps,

76. The location of the services was such that SUMTER decided to install an additional power pole and equipment on the west side of Plaintiff's property to service the three services installed on Structure A, and to raise the height of the pole that Plaintiff had paid to move northeast of Structure A, in order to service Structure B. To raise the height of the pole, SUMTER replaced Plaintiff's pole which she had paid to have located there, with another pole.

77. By this point Plaintiff's wants and needs were virtually ignored and ALLIO'S work became directed predominately by the County and SUMTER.

During the installation, a Lake County inspector, Thompson, made uncalled for remarks and required several changes before issuing a final inspection.

78. ALLIO performed in part, but, on his own, decided to cut costs, and, without the knowledge of the Plaintiff, installed a 100 amp. wire in the PVC "conduit" that ran through the east side of the attic of Structure A. Said 100 amp wire was attached to the outside service by a "junction box". Plaintiff did not discover this until the time when ALLIO was about to be paid, and requested that ALLIO remove the 100 amp, wire and replace it with the 200 amp. wire that had been agreed on in order to upgrade the inside panel.

79. When Plaintiff balked at paying ALLIO for work done to that point until he replaced the wire, he became angry and made what Plaintiff calls a scene. Plaintiff would not normally have paid ALLIO until he corrected the work

80. However, because Plaintiff was in an uncomfortable position in that ALLIO'S wife worked for Lake County, Plaintiff went ahead and paid ALLIO, but, not until after Plaintiff extracted a promise from ALLIO, to return and replace the 100 amp wire with 200 amp wire and to upgrade the inside electric panel to Structure A to 200 amps. ALLIO specifically gave Plaintiff his word that he would return and do accordingly, but, did not later do so.

81. A short time thereafter, the outside outlet installed by ALLIO on the outside service box to Structure B, began blowing the small "breaker" that was located on said outlet, even though said outlet was only running one or sometimes two outside lights of 15 watts.

82. Plaintiff contacted ALLIO who after some time returned and said he fixed the problem, however, the problem still occurred thereafter, but, ALLIO did not return to fix the problem, nor did he return to upgrade the inside electric panel in Structure A, even after numerous attempts were made for him to do so.

83. The Plaintiff began to have other problems with inside lights getting dim and bright, however, since the problem was occurring in more than one structure on Plaintiff's property, Plaintiff reasoned that the problem must be with SUMTER's equipment, and she and/or others called SUMTER and informed them of the problem, and reminded SUMTER of past problems that had with SUMTER'S equipment, but, SUMTER did nothing to correct the problem.

84. Plaintiff continued to attempt to contact ALLIO who might have been able to convince SUMTER that the problem was theirs, he had returned according to his word to replace the wire and upgrade the inside electric panel.

85. Plaintiff and/or others again made calls to SUMTER to trim the trees growing into it's power lines, some of which trees were on neighboring properties, but, again, SUMTER did not respond.

86. In the middle of all of this, the Plaintiff's neighbor(s) to the west, Belew's Welding Service, et al, alleged that the pole installed by SUMTER to the west to service Structure A was allegedly sitting approximately seven-tenths of a foot from it's center over the property line, even though Plaintiff believes Belew's entire building or a portion thereof is on her property.

87. Belew's then complained to SUMTER, who decided to become

involved in a private boundary line dispute, and attempted to move the pole farther onto the Plaintiff's property which would have blocked an ingress and egress route on that side.

88. Plaintiff refused to allow SUMTER to move the pole unless it produced a survey which was "tied" to a section corner, i.e. showing the exact number of feet the property is located from the section corner, and signed by a licensed surveyor. SUMTER then decided to continue in its retaliation against Plaintiff by suing her to gain a legal ruling allowing it to move the pole..

89. Plaintiff's electrical problem became worse and light bulbs, as low as 7 watts, began to literally explode, whereon Plaintiff again called SUMTER, and manage to speak to someone in maintenance and ask if such power fluctuations could cause a fire, and was informed by him that a fire was quite possible and assured Plaintiff that SUMTER would check their equipment.

90. Plaintiff does not believe that SUMTER performed proper checks of its equipment, as, SUMTER was hostile to Plaintiff, due to the ongoing lawsuit.

91. Shortly thereafter, sometime in the a.m. hours of Sunday, January 9., 2000, Plaintiff awoke due to noises which initially sounded as if someone was attempting to break into Plaintiff's home and discovered that Structure A was on fire. At that point it appeared as if the fire might be able to be contained, as it was yet small, even though blazing in an abnormal fashion

92. Plaintiff immediately attempted to dial 911, but, her telephone line, was dead, whereon, Plaintiff ran next door to attempt to report the fire,

93. A passerby stopped and told Plaintiff the fire was already reported, and sometime later Lake County Sheriff's Deputies arrived on the scene, and, thereafter either volunteer firefighters and/or other firefighters arrived, but, the Fire Department took a long time before actually starting to contain the blaze.

94. When Plaintiff questioned the firemen on the scene as to why they were not combating the fire, she was told that they were waiting for SUMTER to shut down the power as there was no way for them to shut down the power to any of the structures on Plaintiff's property.

95. The fire continued to blaze involving the attic and roof of Structure A, even though the structure had a fire barrier ceiling rated for one hour of burn time, which the County had forced Plaintiff to install at great expense. The fire also then began to involve Structure B. At some point, noises sounding like explosions began to occur.

96. Plaintiff contends that the fire could have been contained and the majority of her structures and/or her possessions could have been saved had SUMTER shut down it's power in a reasonable length of time.

97. Plaintiff contends that if the firemen had time to respond to the fire with their equipment and to be on the scene for sometime before SUMTER finally shut down the power, that SUMTER could also have arrived timely to shut down it's power and/or shut down it's power from a remote location.

98. SUMTER acts, actions, and/or failure to act was culpably negligent in that it did not promptly act to shut down the electric supply from it's

equipment to Plaintiff's property, which caused the fire to continue at an intense burn, and later causing arcing and explosions.

99. SUMTER'S failure to promptly shut down the electric supply from it's equipment to Plaintiff's property was knowing, willful, and wanton and grossly negligent evincing reckless and total disregard for the health, safety or welfare of Plaintiff and/or others, and/or for Plaintiffs statutory and/or constitutional rights by violating it's duty to protect Plaintiff, after previously exercising quasi authority over Plaintiff, under color of law.

100. After the fire, it appear to Plaintiff that SUMTER'S transformer on it's pole containing the drop lines to Plaintiff's structures was damaged, as was as a melted security light located on nearby pole.

101. While Plaintiff believes that SUMTER'S equipment caused the fire, and believes that improperly installed wiring and/or equipment and/or inferior wiring and/or equipment, installed by ALLIO, may have contributed to the fire, Plaintiff is not at this time suing SUMTER for causing the fire.

102. Plaintiff is suing SUMTER for holding itself out as a state actor with authority to cause Plaintiff to move permitted electric services, without hearing or due process of law, and thereafter, failing to act consistently with the duties of such state actors owed to Plaintiff, and/or with a duty of due care owed to Plaintiff as one of it's members, by failing in to protect Plaintiff and/or her property by promptly performing duties to trim trees from it's lines, and to correct it's equipment known to be causing problems on Plaintiff's property,

which intentionally inflicted extremes stress on Plaintiff causing her trauma and physical injury, and by failing to have equipment ^{or properly functioning equipment} or employees or competent employees to promptly shut down it's equpiment to protect Plaintiff and/or her property, thereby intentionally causing Plaintiff extreme stress, both now and at the time of the 1-9-00 fire at which Plaintiff was forced to watch helplessly while her possessions burned while waiting for SUMTER to shut down power.

103. The aftesaid failings by SUMTER evinces gross culpable negligence in willful, wanton, and failure to trim trees on Plaintiff's property, to check equipment on Plaintiff's property, and/or on neighboring properties, and/or to immediately shut down power to structures on Plaintiff's property, after it had knowledge a fire was in progress, which caused greater damage therefrom, all of which has inflicted extreme stress upon Plaintiff causing her phsical injury.

104. As aforestated, Plaintiff is further suing SUMTER for continuing 'to risk her life and/or property, while acting under color of law, by continuing to provide electric service to an illegally installed electric service at Belew's Welding, when SUMTER knows or should know that welding services can cause electrical problems to other properties on the same utility service, and should be designed by a qualified electrical engineer. For years, the illegal electric hook-up at Belew's has caused worry and extreme stress to Plaintiff resulting in phsical injury. Additionally said service appears to Plaintiff to be too small to handled the several businessess all operateing at said location.

105. After the fire on Plaintiff's property SUMTER pulled it's meters

from all four meter boxes which serviced Structures A, B, C, and D. In so doing, SUMTER intentionally and/or through gross negligence left the meter holes open and subjected the interior of the Plaintiff's outside electric service panels to rain and weather. When Plaintiff discovered this she telephoned SUMTER several times to put covers over the holes, as said boxes were to be used as evidence.

106. After repeated calls SUMTER came out and placed covers on the three boxes on Structure A, but, again, left the box to Structure B uncovered, requiring Plaintiff to telephone them again.

107. Plaintiff then began to get estimates to repair the melted lines going into the outside service boxes which serviced Structures C and D, so that she could rent out the units which they serviced, in order to provide herself with income, as her home and business was destroyed without insurance.

108. However, before Plaintiff could accomplish the restoration of said services, SUMTER employees came onto Plaintiff's property, unannounced, without prior notice, crossing the yellow police line that was still in place, allegedly for the purpose of removing all of the poles and equipment that were damaged in the fire, and to remove the line crossing Plaintiff's property that SUMTER had previously adamantly refused to remove, and to place new poles and transformers on other portions of Plaintiff's joint Property E.

109. Plaintiff informed said employees that said poles and equipment that were damaged by the fire were evidence in a future legal action, and that the line crossing her property was also to be entered as evidence since it had

been connected to the fire damaged lines, and that she did not want any more equipment placed on her property until the fire cause was determined.

110. Plaintiff further informed said employees that were trespassing on a posted property, but, SUMTER ignored all of this, and defied an order by Plaintiff to leave her property, and made threats to Plaintiff of such nature as to put Plaintiff in fear for her life and/or her safety and that of her property, and to such an extent as to amount to a trespass to Plaintiff's person and/or assault.

111. At some point thereafter, Lake County Sheriff's Deputies arrived on Plaintiff's property and Plaintiff informed them that she had ordered SUMTER employees to leave her posted property, and that their defiance of said order constituted a trespass after warning, especially since she had retained certain property rights when she became a member of the Cooperative.

112. When Plaintiff again ordered said employees to leave in front of said Deputies, Plaintiff was told by said Deputies that she had no right to order them to leave, and that state law permitted them to go anywhere on her property they chose, and that said Deputies would see to it that said employees were allowed to do so. These acts, actions, and/or actions by said Deputies, left SUMTER employees with the full coercive power of the government.

113. Plaintiff informed said Deputies that SUMTER employees intent was to remove evidence of the 1-9-00 fire, and that she was in possession of said evidence, and especially had location rights as to the pole that she had paid to have moved, and, further, informed Deputies that SUMTER employees

were attempting to place unnecessary additional equipment onto her property against her will and that said employees were trespassing onto areas not necessary to be in, were moving her things, and were damaging her property and causing her extreme stress. Plaintiff further informed Deputies that no state or county law allowed SUMTER to move things or go into fenced private areas.

114. While Sheriff's Deputies watched, SUMTER employees went into areas with their heavy equipment, that they were not privileged to go, i.e., said employees went into closed fenced areas and were driving heavy equipment across Plaintiff's property where there were no driveways, and across septic tanks and drain fields, landscaping and shrubbery, unnecessarily causing damage thereto, when there were other routes to cross without causing damage.

115. SUMTER employees then seized all poles and equipment allegedly belonging to SUMTER, including the pole to the northwest of Structure A, which pole was the subject of the aforementioned lawsuits filed by SUMTER that was then ongoing and not yet settled, i.e., SUMTER had ask the state court for a declaratory judgment to determine whether it had the right to move the pole farther onto Plaintiff's property, on which the court had not yet ruled.

116. SUMTER also unnecessarily removed a transformer, lines and poles, serving Plaintiffs jointly owned Property E, which SUMTER previously adamantly refused to do and unnecessarily added poles and equipment on the east side of Property E, some of which was improperly located, and interferes with ingress and egress to certain areas of Plaintiff's property, which causes

inconvenience to Plaintiff and could conceivably cause injury to Plaintiff.

117. The actions of SUMTER'S employees, under color of law, constitute an illegal search and/or seizure of Plaintiff's property and/or items under the control of the Plaintiff, as no exigent circumstances existed to allow SUMTER to search Plaintiff's property or to seize property which Plaintiff had paid to located in a certain area, or to seize property normally serving rental units not destroyed in the previous fire, or to place additional equipment onto Plaintiff's property especially when said unnecessary placement blocked ingress and egress to certain portions of Plaintiff's property.

118. Said trespass constituted an illegal seizure of evidence and/or property that Plaintiff was in possession of, without due process of law, thereby violating Plaintiff's rights under the 4th Amendment to the U.S. Constitution.

119. During said trespass onto Plaintiff's property, Plaintiff was further maliciously deprived of her liberty, without due process of law, and maliciously deprived of her rights under the 14th Amendment Due Process Clause, by SUMTER and the Lake County Sheriff's Department, as Plaintiff was ordered by Lake County Deputies to go into her house or be subjected to arrest.

120. Said restriction of Plaintiff's liberty by confinement of Plaintiff to her house, deprived her of her U.S. Constitutional right to protect her property, and of her right to equal protection of the law from trespass onto her property, and deprived her of her right to travel about freely, constituting imprisonment of Plaintiff, and/or reckless abuse of power, which bold deprivation of Plaintiff's

rights, under color of law, shocks the conscience of a reasonable person.

121. The conduct of SUMTER and Lake County Deputies violated clearly established statutory and constitutional rights of Plaintiff of which a reasonable person would have known. SUMTER and Lake County Sheriff's Deputies knew that that such conduct could not possibly be lawful, in light of clearly established law, that was in the possession of Deputies and SUMTER..

122. It is common knowledge that disputes over right ownership or possession of personal property, even utility poles and/or equipment is a civil matter. It was further clear that the Plaintiff was in possession of said poles, and equipment, and/or seized of some right of location, especially having paid to move and relocate one of the poles.

123. Plaintiff also contends that the same right which allows her to make a citizens arrest of wrongdoers, allows her to protect evidence in her possession and/or the same right which would allow Plaintiff to confiscate a vehicle wrecked on her property that caused property damage, would allow her to confiscate poles and equipment causing damage until proven that said poles and equipment did not cause damage to her property.

124. In no event was any of the state actors and/or quasi state actors, allowed to confine Plaintiff to her home, and especially not while making changes to her property that could not all be observed by Plaintiff.

125. The conduct by SUMTER and the Lake County Sheriff's Deputies, acting under color of law, was extreme and outrageous, and was intentional

and reckless, and caused severe emotional distress to the Plaintiff, resulting in physical injury to the Plaintiff, by causing her to suffer from insomnia, nightmares, and other stress related disorders resulting in physical pain and bodily discomfort.

126. The actions of SUMTER employees, acting under color of state law, with the aid of Lake County Deputies, had a direct and chilling effect on Plaintiff's exercise of her right to take court action regarding the 1-9-00 fire on her property, by removal of evidence in an attempt to discourage and/or deprive Plaintiff of her right to take legal action regarding said fire, thereby violating Plaintiff's rights under the U.S. Constitution and subjecting her to financial loss and depriving her of re-building and collecting rents..

127. While Sheriff's Deputies, who are agents of a non-charter County, which is an agent of the State of Florida, looked on in approval and cooperation, SUMTER employees, acting as quasi state officials and/or under state authority, under color of law, maliciously and/or with gross culpable negligence, violated Plaintiff's rights under the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution, and her right due process thereunder.

128. Said conduct of the aforesaid actors exhibited discriminatory and retaliatory intent against Plaintiff for attempting to, in the past and the then present, to exercise her right to civil against SUMTER and/or against the Lake County Sheriff's Department, and said conduct occurred under gross misuse of state authority, while Lake County Sheriff's Department, under color of law,

threatened to arrest Plaintiff if she attempted to protect her property.

129. SUMTER, in conspiracy with Lake County Deputies, has violated Plaintiffs 14th Amendment rights to procedural and substantive due process, as SUMTER actions maliciously deprived Plaintiff of equal protection of the law and her right to hearing, under color of law or under alleged authority of law.

130. By removing evidence and removing a pole that serviced the rental on Plaintiffs' property, said actors deprived Plaintiff of rental income much needed by Plaintiff after having just lost her home and business without insurance, while said actors knew that Plaintiff was still mourning the death of her mother, which action shocks the conscience of any reasonable person.

131. Said actors have attempted to deprive Plaintiff of rights, privileges and immunities secured by the Constitution or laws of the United States, including, but, not limited to, her right to take immediate court action against SUMTER, and did so by destruction of evidence, under color of law, by threats and intimidation by SUMTER, with the consent of Lake County Sheriff's Deputies and through threats by SUMTER employees and Lake County Sheriff's Deputies, acting under color of state law at the behest of SUMTER, of such nature as to rise to a violation of 18 U.S.C.A. § 241 and 42 U.S.C.A. § 1983, and/or 18 U.S.C.A. § 245, and/or other aforesated U.S. Code.

132. After removal of the pole which was the subject of the aforementioned ongoing lawsuit filed by SUMTER regarding it's location, SUMTER'S attorney, Lewis Stone, filed for a voluntary dismissal of said suit

on 11-13-2000, alleging that the suit was "moot" because Plaintiff's building (Structure A) had burned, and the "the drop pole in dispute provides no service" .

133. Said allegation that "the pole provides no service" was deceptive and/or misleading to the point of a fraud on the court, since the pole normally served rental Structures C and D, whose power was only temporarily shut down.

134. Plaintiff telephoned SUMTER and also Lewis Stone, and told them that the pole was there to also serve said structures and that when it was taken, by force, she was in the process of obtaining an electrician to make any needed repairs to the wiring or to meters in order to re-rent said units as she much needed the income therefrom. SUMTER refused to return pole, and to date has still refused to return the pole, thereby denying Plaintiff and/or her tenants equal access to electric service, without due process, which also violates Plaintiff's rights under the 14th Amendment to the U.S. Constitution.

135. Plaintiff ask Lewis Stone to inform the court that the allegations to the court were misleading and that the pole was to serve two rental units, and needed to be returned, but, Stone refused to correct said misleading statement.

136. Said deceptive allegation to the court violated Plaintiff's right to exercise her legal rights before a court of law, and violated her right equal protection of the law, and effectively took income from Plaintiff by deception.

137. During all of the foregoing, Lake County had begun to harass the Plaintiff to clean-up the property even though to do so would destroy additional evidence, and began said harassment shortly after Plaintiff's buildings burned,

and while Plaintiff was still mourning the death of her mother.

138. Said County did not cite Plaintiff for any alleged violations, but, instead, without warning or public hearing, sued Plaintiff and her step-father, who is a joint owner of Property E, charging both county and state law violations and making numerous other unfounded, untrue and preposterous allegations.

139. Said lawsuit forced Plaintiff to begin clean-up which caused further destruction of evidence from the fire scene. The forced removal of evidence has hindered Plaintiff in her efforts to bring an action for the cause of the fire at this time, however, recently discovered evidence of possible latent defects may make such cause viable at a later date.

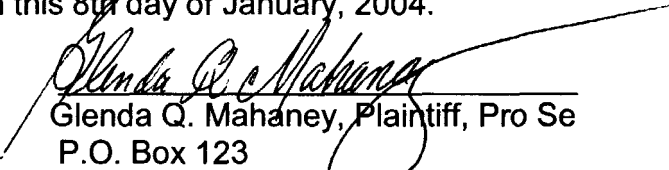
140. Therefor Plaintiff does not sue SUMTER regarding the causation of said fire, but, for acts, actions, and/or failures to act that have interfered with her aforesaid U.S. Constitutional rights, under color of law, and for resulting extreme emotional distress resulting in physical injury to Plaintiff, and occurring as a result of SUMTER'S gross negligence and/or intentional malice in failure to trim it's trees and/or correct it's line problems, and/or promptly shut down power to Plaintiffs structures during the fire, causing excessive damage to Plaintiff's property and extreme trauma to Plaintiff that could have been prevented.

141. As aforesaid Plaintiff sues SUMTER for continuing to risk her life and/or property while violating her right to equal protection of law, under color of law, in it's continuing hook-up to an illegally placed electric service, and, for trespass to her property after the fire and threats and/or trespass to her person,

amounting to assault, along with resulting confinement and/or false or unlawful imprisonment of Plaintiff, while conducting an unlawful search and/or seizure of evidence in Plaintiff's possession, under color of law.

WHEREFORE, Plaintiff prays for a trial by jury and that the relief sought by Plaintiff will be granted by this Court and an Order issued granting a Judgment against SUMTER ELECTRIC COOPERATIVE for actual and punitive damages, as decided by jury, caused to Plaintiff as a direct and proximate result of the aforesaid acts, actions, and/or failure to act by SUMTER ELECTRIC COOPERATIVE, and/or those under it's direction, control, managment and/or supervision, all of which occurred as a direct and proximate result of SUMTER'S foregoing violations, under color of law, of Plaintiffs guaranteed rights secured by the U.S. Constitution and/or other laws of the United States.

DATED at Tavares, Florida on this 8th day of January, 2004.


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