

IN THE CIRCUIT COURT OF THE FIFTH
JUDICIAL CIRCUIT IN AND FOR
MARION COUNTY, FLORIDA

CASE NO. 2016-CA-000712

SUMTER ELECTRIC COOPERATIVE, INC.,
a Florida not for profit corporation,

Plaintiff,

vs.

NEIL J. GILLESPIE,

Defendant.

DEFENDANT'S MOTION TO DISMISS AND STRIKE EMERGENCY
MOTION FOR ENTRY OF PRELIMINARY INJUNCTION

Defendant Neil J. Gillespie, henceforth in the first person, a part owner of Sumter Electric Cooperative, Inc., d.b.a. SECO Electric ("SECO") through my Capital Credits on my SECO Account Number 7010005303, an indigent non-lawyer, unable to obtain adequate counsel, a consumer of legal and court services affecting interstate commerce, a consumer of personal, family and household goods and services, consumer transactions in interstate commerce, a person with disabilities, and a vulnerable adult, hereby moves to dismiss the Emergency Motion for Entry of Preliminary Injunction, and states:

1. I am a part owner of Sumter Electric Cooperative, Inc., d.b.a. SECO Energy, through my Capital Credits, on my SECO Account Number 7010005303.

2a. The Plaintiff and its so-called legal department are the problem in this matter, and bear full responsibility for any disruption or other nonsense claimed in this action. At all times pertinent, the Plaintiff employed Melinda Ferguson, a nonlawyer payroll specialist, to act as its

legal department, in violation of the Unlicensed Practice of Law (UPL) rules of The Florida Bar, and section 454.23 of the Florida Statutes.

2b. As set forth in the **Affidavit of Neil J. Gillespie**, *War, What Is It Good For*, I proceeded legally in an effort to learn the identity of the Plaintiff's counsel. Now that attorney Kevin Stone has revealed himself, after two years, this matter will proceed through the courts.

3. The Plaintiff failed to timely respond to my request for disability accommodation.

4. The Plaintiff violated F.S. § 825.103 Exploitation of an elderly person or disabled adult, by denying me Capital Credits on my account, and the account of my deceased mother.

5. The Plaintiff violated Florida RICO, section 895.02(1)(a) 35, by engaging in a "Pattern of racketeering activity" as defined in the statute.

6. On information and belief, this action is a violation of Florida SLAPP, section 768.295 Strategic Lawsuits Against Public Participation (SLAPP) prohibited. The Plaintiff wants to deny my right to exercise constitutional rights of free speech in connection with public issues.

7. I am a nonlawyer. I did not attend or graduate from law school. I am not competent or diligent to practice law as defined by The Florida Bar.

Rule 4-1.1 Competence. A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

Rule 4-1.3 Diligence. A lawyer shall act with reasonable diligence and promptness in representing a client.

8. I am a person with a disability as defined by the Social Security Disability Office, The Americans With Disabilities Act, as amended, and the Rehabilitation Act, as amended.

Florida Rules of Civil Procedure, RULE 1.140. DEFENSES (Exhibit 1)

Rule 1.140(b) How Presented. Every defense in law or fact to a claim for relief in a pleading shall be asserted in the responsive pleading, if one is required, but the following defenses may be made by motion at the option of the pleader: (1) lack of jurisdiction over

the subject matter, (2) lack of jurisdiction over the person, (3) improper venue, (4) insufficiency of process, (5) insufficiency of service of process, (6) failure to state a cause of action, and (7) failure to join indispensable parties.

9. The Plaintiff's Motion is defective in the following particulars:

(a) The Plaintiff's Motion failed to invoke the jurisdiction of this Court.

(b) The Plaintiff's Motion is not verified.

(c) The Plaintiff's Motion does not show the date it was signed.

(d) The Plaintiff's Motion, while signed, does not identify the signer, and the signature itself does not indicate the identity of the signer.

10. The Plaintiff failed to invoke the jurisdiction of this Court, failed to invoke jurisdiction over the defendant, and failed to establish venue. Rule 1.140(b)(1)(2)(3)

11. The Motion is not verified (F.S. § 92.525 Verification of documents) which is required under Rule 1.610(a). Rule 1.140(b)(6).

12. The Motion does not bear a signature identifiable with any of the three names in the signature block, in violation of Rule 2.515, Signature and Certificates of Attorneys. 1.140(b)(6).

13. There is no evidence that Kevin M. Stone, William Grant Thompson, or Stone & Gerken, P.A. is authorized to represent the Plaintiff. Rule 1.140(b)(6). Lewis Stone is identified on April 15, 2016 on a video of SECO Energy's 2016 Annual Meeting as "Corporate Attorney". (Exhibit 2). On information and belief, the Plaintiff employs Melinda Ferguson, a nonlawyer payroll specialist, to act as its legal department.

14. The Motion is not dated. Rule 1.140(b)(6).

WHEREFORE, the Motion must be dismissed. Rule 1.140(b)(1)(2)(3)(6) Defenses.

Florida Rules of Civil Procedure, RULE 1.140. DEFENSES (Exhibit 1)

Rule 1.140(f) Motion to Strike. A party may move to strike or the court may strike redundant, immaterial, impertinent, or scandalous matter from any pleading at any time.

15. The Plaintiff's Motion is a gratuitous parade of horrors that is not verified. The Plaintiff purports to bring the motion pursuant to Rule 1.610(a) of the Florida Rules of Civil Procedure, but failed to comply with the requirements of the rule. (Exhibit 5)

RULE 1.610. INJUNCTIONS

(a) Temporary Injunction. (1) A temporary injunction may be granted without written or oral notice to the adverse party only if:

(A) it appears from the specific facts shown by affidavit or verified pleading that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(B) the movant's attorney certifies in writing any efforts that have been made to give notice and the reasons why notice should not be required.

16. The Plaintiff's pleadings are not verified (F.S. § 92.525 Verification of documents; Rule 2.515, Signature and Certificates of Attorneys) and not certified.

17. The Affidavits submitted by the Plaintiff are no good as to,

AFFIDAVIT OF DAWN YOUNG
AFFIDAVIT OF STEVE BALIUS

Each Affidavit purports to be notarized on April 15, 2015, which date is a year prior to the events that each affiant allegedly appeared before the officer duly authorized to administer oaths and take acknowledgments and deposed upon oath about things that had not yet occurred.

- The notary Edith Grant, EE 206957, appears bogus, who notarized affidavit of Dawn Young. No such person/number was found.
- The notary Meagan Thurston FF 069659, appears okay who notarized the affidavit of Steve Balius. But what is the chance each notary put the wrong dates on the affidavits?

18. See attached as Exhibit 3, Gillespie letter to Secretary of State Detzner and Apostille Certification, a composite of 18 pages. I have not received a response as of this time.

19. The defective Affidavit of Dawn Young appears to question whether the FBI, the Federal Bureau of Investigation, contacted me. A letter appears at Exhibit 4 dated April 11, 2014

with mailing envelope addressed to Neil J. Gillespie from Brian J Nadeau, Unit Chief, Public
Corruption Unit, FBI-US DOJ Washington Office referring me to the FBI Tampa Field Office.

WHEREFORE, the Motion must be stricken. Rule 1.140(f) Motion to Strike

Respectfully submitted May 20, 2016



Neil J. Gillespie
8092 SW 115th Loop
Ocala, Florida 34481
Tel. 352-854-7807
Email: neilgillespie@mfi.net

Service List May 20, 2016

I hereby certify the following names were served by email today May 20, 2016 through the
Florida Portal.

Lewis W. Stone (Lewis@StoneandGerken.com)
Florida Bar No. 0281174
Kevin M. Stone (Kevin@StoneandGerken.com)
Florida Bar No. 0028516
William Grant Watson (Grant@StoneandGerken.com)
Florida Bar No. 0023875

SGService@StoneandGerken.com
Stone & Gerken, P.A.
4850 North Highway 19A
Mount Dora, FL 32757

RULE 1.140. DEFENSES

(a) When Presented.

(1) Unless a different time is prescribed in a statute of Florida, a defendant shall serve an answer within 20 days after service of original process and the initial pleading on the defendant, or not later than the date fixed in a notice by publication. A party served with a pleading stating a crossclaim against that party shall serve an answer to it within 20 days after service on that party. The plaintiff shall serve an answer to a counterclaim within 20 days after service of the counterclaim. If a reply is required, the reply shall be served within 20 days after service of the answer.

(2) (A) Except when sued pursuant to section 768.28, Florida Statutes, the state of Florida, an agency of the state, or an officer or employee of the state sued in an official capacity shall serve an answer to the complaint or crossclaim, or a reply to a counterclaim, within 40 days after service.

(B) When sued pursuant to section 768.28, Florida Statutes, the Department of Financial Services or the defendant state agency shall have 30 days from the date of service within which to serve an answer to the complaint or crossclaim or a reply to a counterclaim.

(3) The service of a motion under this rule, except a motion for judgment on the pleadings or a motion to strike under subdivision (f), alters these periods of time so that if the court denies the motion or postpones its disposition until the trial on the merits, the responsive pleadings shall be served within 10 days after notice of the court's action or, if the court grants a motion for a more definite statement, the responsive pleadings shall be served within 10 days after service of the more definite statement unless a different time is fixed by the court in either case.

(4) If the court permits or requires an amended or responsive pleading or a more definite statement, the pleading or statement shall be served within 10 days after notice of the court's action. Responses to the pleadings or statements shall be served within 10 days of service of the pleadings or statements.

(b) How Presented. Every defense in law or fact to a claim for relief in a pleading shall be asserted in the responsive pleading, if one is required, but the following defenses may be made by motion at the option of the pleader: (1) lack of jurisdiction over the subject matter, (2) lack of jurisdiction over the person, (3)



improper venue, (4) insufficiency of process, (5) insufficiency of service of process, (6) failure to state a cause of action, and (7) failure to join indispensable parties. A motion making any of these defenses shall be made before pleading if a further pleading is permitted. The grounds on which any of the enumerated defenses are based and the substantial matters of law intended to be argued shall be stated specifically and with particularity in the responsive pleading or motion. Any ground not stated shall be deemed to be waived except any ground showing that the court lacks jurisdiction of the subject matter may be made at any time. No defense or objection is waived by being joined with other defenses or objections in a responsive pleading or motion. If a pleading sets forth a claim for relief to which the adverse party is not required to serve a responsive pleading, the adverse party may assert any defense in law or fact to that claim for relief at the trial, except that the objection of failure to state a legal defense in an answer or reply shall be asserted by motion to strike the defense within 20 days after service of the answer or reply.

(c) Motion for Judgment on the Pleadings. After the pleadings are closed, but within such time as not to delay the trial, any party may move for judgment on the pleadings.

(d) Preliminary Hearings. The defenses 1 to 7 in subdivision (b) of this rule, whether made in a pleading or by motion, and the motion for judgment in subdivision (c) of this rule shall be heard and determined before trial on application of any party unless the court orders that the hearing and determination shall be deferred until the trial.

(e) Motion for More Definite Statement. If a pleading to which a responsive pleading is permitted is so vague or ambiguous that a party cannot reasonably be required to frame a responsive pleading, that party may move for a more definite statement before interposing a responsive pleading. The motion shall point out the defects complained of and the details desired. If the motion is granted and the order of the court is not obeyed within 10 days after notice of the order or such other time as the court may fix, the court may strike the pleading to which the motion was directed or make such order as it deems just.

(f) Motion to Strike. A party may move to strike or the court may strike redundant, immaterial, impertinent, or scandalous matter from any pleading at any time.

(g) Consolidation of Defenses. A party who makes a motion under this rule may join with it the other motions herein provided for and then available to that party. If a party makes a motion under this rule but omits from it any defenses or objections then available to that party that this rule permits to be raised by motion, that party shall not thereafter make a motion based on any of the defenses or objections omitted, except as provided in subdivision (h)(2) of this rule.

(h) Waiver of Defenses.

(1) A party waives all defenses and objections that the party does not present either by motion under subdivisions (b), (e), or (f) of this rule or, if the party has made no motion, in a responsive pleading except as provided in subdivision (h)(2).

(2) The defenses of failure to state a cause of action or a legal defense or to join an indispensable party may be raised by motion for judgment on the pleadings or at the trial on the merits in addition to being raised either in a motion under subdivision (b) or in the answer or reply. The defense of lack of jurisdiction of the subject matter may be raised at any time.

Committee Notes

1972 Amendment. Subdivision (a) is amended to eliminate the unnecessary statement of the return date when service is made by publication, and to accommodate the change proposed in rule 1.100(a) making a reply mandatory under certain circumstances. Motions to strike under subdivision (f) are divided into 2 categories, so subdivision (a) is also amended to accommodate this change by eliminating motions to strike under the new subdivision (f) as motions that toll the running of time. A motion to strike an insufficient legal defense will now be available under subdivision (b) and continue to toll the time for responsive pleading. Subdivision (b) is amended to include the defense of failure to state a sufficient legal defense. The proper method of attack for failure to state a legal defense remains a motion to strike. Subdivision (f) is changed to accommodate the 2 types of motions to strike. The motion to strike an insufficient legal defense is now in subdivision (b). The motion to strike under subdivision (f) does not toll the time for responsive pleading and can be made at any time, and the matter can be stricken by the court on its initiative at any time. Subdivision (g) follows the terminology of Federal Rule of Civil Procedure 12(g). Much difficulty has been experienced in the application of this and the succeeding subdivision with the result that the same defenses are being raised several times in an action. The intent

of the rule is to permit the defenses to be raised one time, either by motion or by the responsive pleading, and thereafter only by motion for judgment on the pleadings or at the trial. Subdivision (h) also reflects this philosophy. It is based on federal rule 12(h) but more clearly states the purpose of the rule.

1988 Amendment. The amendment to subdivision (a) is to fix a time within which amended pleadings, responsive pleadings, or more definite statements required by the court and responses to those pleadings or statements must be served when no time limit is fixed by the court in its order. The court's authority to alter these time periods is contained in rule 1.090(b).

2007 Amendment. Subdivision (a) is amended to conform rule 1.140 to the statutory requirements of sections 48.111, 48.121, and 768.28, Florida Statutes. The rule is similar to Federal Rule of Civil Procedure 12(a).

UNOFFICIAL
DOCUMENT

SECO Energy's 2016 Annual Meeting



**JIM
DUNCAN**

Chief Executive
Officer



**LEWIS
STONE**

Corporate Attorney



**NORA
BROWN**

Senior Executive
Assistant



7:41 / 1:04:01



SECO Energy's 2016 Annual Meeting

Published on Apr 15, 2016

<https://youtu.be/4YGPwkYcpDU>

Lewis Stone, Corporate Attorney

SECO Energy celebrated its 78th Annual Meeting of the Membership on Saturday March 19th, with over 3,000 SECO members and guests.

EXHIBIT

2

VIA Email: Ken.Detzner@dos.myflorida.com
VIA Email: corphelp@mail.dos.state.fl.us
<http://notaries.dos.state.fl.us/notary.html>

May 19, 2016

Apostille Certification
<http://notaries.dos.state.fl.us/>

The Honorable Kenneth Detzner, Secretary of State
Department of State, Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

RE: Edith Grant, certificate no. EE 206957, Affidavit of Dawn Young

Dear Secretary of State Detzner, and Apostille Certification Dept.,

Good afternoon. How can I determine if a notary act on an affidavit is good, meaning it was performed by a notary in good standing and is otherwise lawful?

See attached the notary of Edith Grant, certificate EE 206957 on the Affidavit of Dawn Young, which I also enlarged to see better in a second PDF.

Yes, the date of the Affidavit is wrong (April 15, 2015) and should be April 15, 2016.

Notary ID 206957 shows on your website as expired and belonging to Marta Jones, see attached. When I checked certificate no. EE 206957 I got an error message on your website.

Attached you will find PDF files for Edith Grant. If this is a renewal, do the numbers change?

Commission Detail - Edith Grant - Notary ID 1341122 - Certificate FF 991677
Commissioned Notaries Public - Edith Grant - Notary ID 1341122 - Certificate FF 991677

Also attached is the AFFIDAVIT OF STEVE BALIUS, it also has the same wrong date (April 15, 2015) and should be April 15, 2016. How often do two Florida Commissioned Notaries put the same wrong date on Affidavits about the same person, in this case me, Neil Gillespie?

Thank you.

Sincerely,



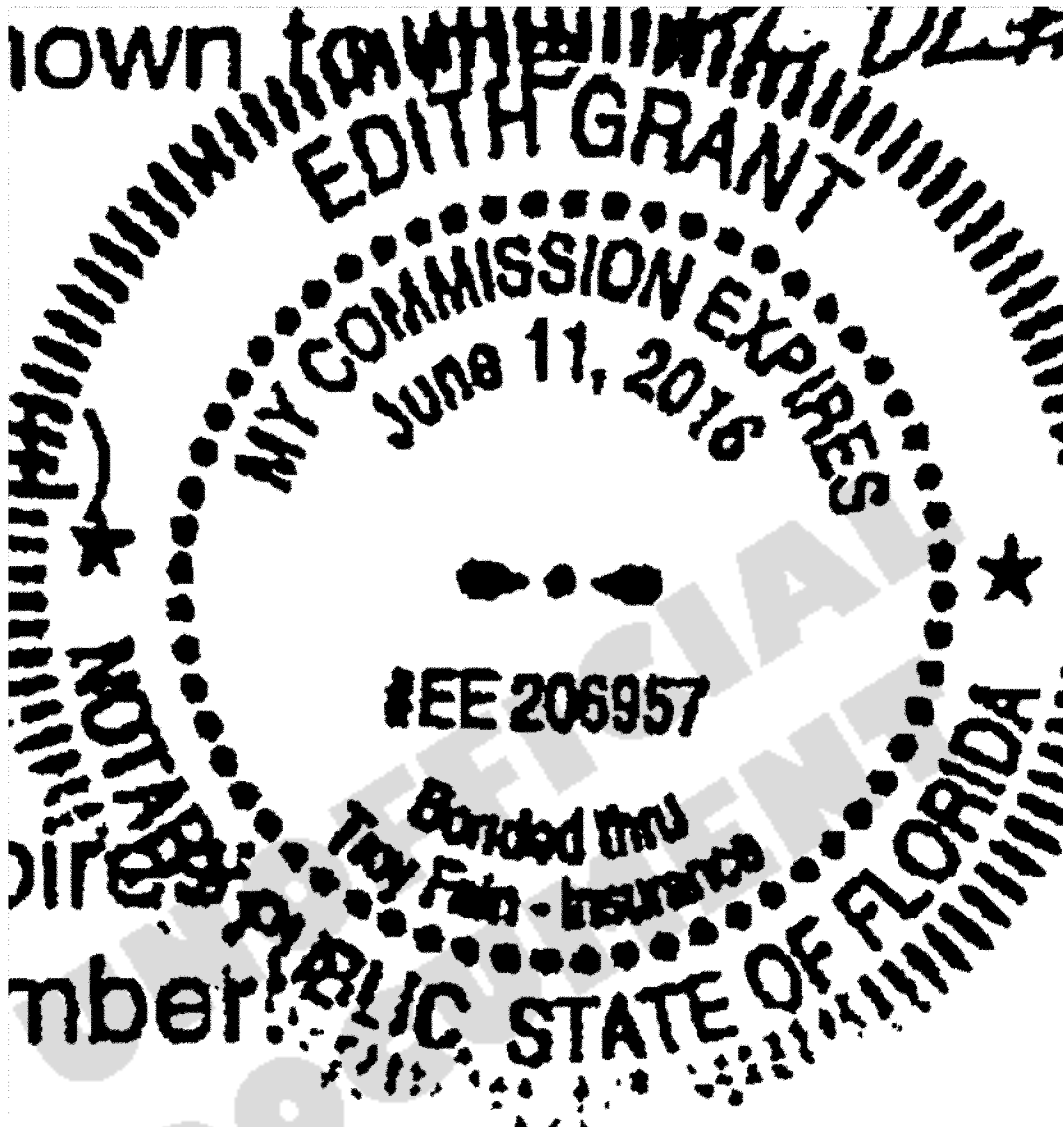
Neil J. Gillespie
8092 SW 115th Loop
Ocala, Florida 34481
Tel. 352-854-7807
Email: neilgillespie@mfi.net



Neil Gillespie

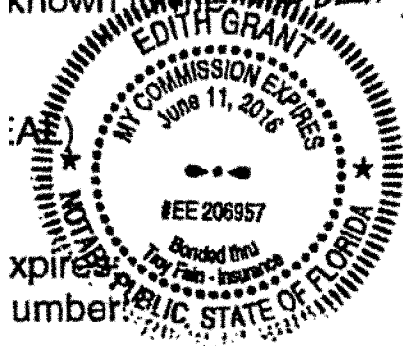
From: "Neil Gillespie" <neilgillespie@mfi.net>
To: "Ken Detzner" <Ken.Detzner@dos.myflorida.com>; <corphelp@mail.dos.state.fl.us>
Cc: "Jason Jones" <JasonJones@fdle.state.fl.us>; "Rick Swearingen" <RickSwearingen@fdle.state.fl.us>; <publicrecords@fdle.state.fl.us>; "FBI Tampa Division" <tampa.division@ic.fbi.gov>; "FBI Jacksonville Division" <jacksonville@ic.fbi.gov>; "Neil Gillespie" <neilgillespie@mfi.net>
Sent: Thursday, May 19, 2016 12:07 PM
Attach: AFFIDAVIT OF STEVE BALIUS.pdf; AFFIDAVIT OF DAWN YOUNG.pdf; AFFIDAVIT OF DAWN YOUNG - ENLARGED IMAGE - Edith Grant EE 206957 Comm Expires June 11-2016.pdf; Marta Jones, DD 456969, EXPIRED Commission Detail Notary ID 206957.pdf; Commissioned Notaries Public - Edith Grant - Notary ID 1341122 - Certificate FF 991677.pdf; Commission Detail - Edith Grant - Notary ID 1341122 - Certificate FF 991677.pdf; Gillespie letter to Secretary of State Detzner and Apostille Certification.pdf
Subject: Gillespie letter to Secretary of State Detzner and Apostille Certification

UNOFFICIAL
DOCUMENT



Dawn Young
DAWN YOUNG - AFFIANT

SUBSCRIBED before me this 15 day of April, 2015, by DAWN YOUNG known to me as DL# Y520-175-607767-0



Edith Grant
Notary Public Signature
Edith Grant
Notary Printed Signature



Department Menu

Commission Detail

Notary ID: 206957
Last Name: Jones
First Name: Marta
Middle Name: G
Birth Date: 5/12/XX
Transaction Type: REN
Certificate: DD 456969
Status: EXP
Issue Date: 08/10/05
Expire Date: 08/09/09
Bonding Agency: Huckleberry Notary Bonding, Inc.
Mailing Address: 630 Cidco Rd
Cocoa, FL 32926

[\[Department of State\]](#) [\[Notary Public Access System\]](#) [\[Email Us\]](#)

Florida Department of State Division of Corporations
P.O. Box 6327
Tallahassee, FL. 32314
Phone (850) 245-6945

UNOFFICIAL DOCUMENT



Department Menu

Commission Detail

Notary ID: 1341122
Last Name: Grant
First Name: Edith
Middle Name:
Birth Date: 4/13/XX
Transaction Type: REN
Certificate: FF 991677
Status: ACT
Issue Date: 06/12/16
Expire Date: 06/11/20
Bonding Agency: Troy Fain Insurance
Mailing Address: Ocala, FL 34476-0000

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Florida Department of State Division of Corporations
P.O. Box 6327
Tallahassee, FL. 32314
Phone (850) 245-6945

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DOCUMENT



Department Menu

Commissioned Notaries Public

Name	Birth Date	Notary ID	Commission	Expire Date	Bnd Agy ID	Address
Grant, Edith	4/13/XX	1341122	FF 991677	06/11/20	FAIN	Ocala, FL 34476-0000

1 Record(s) Selected

[\[Department of State\]](#)
[\[Division of Elections\]](#)
[\[Elections Online\]](#)

Department of State
 Division of Corporations
 Notary Commissions
 P.O. Box 6327
 Tallahassee, FL. 32314

UNOFFICIAL DOCUMENT

IN THE CIRCUIT COURT OF THE FIFTH
JUDICIAL CIRCUIT, IN AND FOR MARION
COUNTY, FLORIDA

Case No. _____

SUMTER ELECTRIC COOPERATIVE,
a Florida not for profit corporation,

Plaintiff,

vs.

NEIL GILLESPIE,

Defendant.

_____/

AFFIDAVIT OF DAWN YOUNG

STATE OF FLORIDA
COUNTY OF MARION

On this day personally appeared before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, **DAWN YOUNG**, who after being by me first duly sworn, upon oath deposes and says as follows:

1. That she is over the age of 18 and competent to give testimony in the state of Florida.
2. That she is employed by Plaintiff, Sumter Electric Cooperative, Inc. ("SECO"), as a consumer account representative.
3. That one of her job responsibilities is to work at the reception desk at the SECO's Ocala office and deal directly with customers for account related questions and transactions.
4. That in the course of her work, she uses SECO's standard forms and procedures to undertake routine business.
5. That she is familiar with defendant Neil Gillespie and she has spoken in person with Neil Gillespie at SECO's Ocala office in connection with routine business; he has been in the office on several occasions and has been a disruption to the orderly operation of SECO's business on each occasion; on the first occasion that affiant recalls, April 29, 2014, Gillespie inquired regarding his deceased mother's SECO account and assignment of her rights to him.

Gillespie was informed that his request involved a routine transaction and that certain SECO forms are used for the transaction. Gillespie expressed anger that his siblings (apparent co-heirs) would need to consent to deal with the account in the manner requested. Nevertheless, Gillespie completed one of the required forms and asked that the other forms (including forms which needed execution by his siblings) be emailed to him.

6. That on the following day, April 30, 2014, Gillespie returned and stated that he wanted to revoke the form that he had executed because the "FBI" (referring to the Federal Bureau of Investigation) would investigate or pursue him if he made the statements in SECO's standard form. Gillespie advised affiant that if the FBI finds out he signed a form as a personal representative, he would be subject to fines and jail time. None of this made sense to affiant. Mr. Gillespie was in an agitated state. He presented affiant with a number of documents relating to the foreclosure of his mother's residence and a notice of homestead. These are not SECO's forms nor are they part, to affiant's knowledge, of any SECO standard procedure. However, Mr. Gillespie insisted that they show his entitlement to his deceased mother's rights.

7. That on May 2, 2014, Gillespie entered the SECO office lobby in an upset and agitated state angry that a \$5 membership fee credit (a standard refund issued in the customer's favor when an account is closed) had been applied to his deceased mother's account. He threw a \$5 bill at affiant. Affiant advised Gillespie that there was no need to throw money and that no money is due on the account. Gillespie was agitated and affiant felt anxious and intimidated by his demeanor and behavior and because an object had been thrown at her person. Gillespie angrily declared that the noise in the lobby was too loud and departed with a statement that he would send a letter of complaint.

8. That also on May 2, 2014, Gillespie contacted affiant and stated that he had found out the taxes were not paid on the property associated with the utility account and therefore he wished to withdraw the forms he had submitted because the statements were untrue. He advised that the FBI is investigating the foreclosure process on the home and that SECO should issue payment to the Internal Revenue Service. None of this made sense to

affiant. Affiant did not recognize any of this as being part of a routine SECO transaction and advised Gillespie that she would speak with a supervisor in connection with Gillespie's claims.

9. That as of December 18, 2015, Gillespie entered SECO's Ocala office and expressed anger that he had received a SECO refund check issued to his deceased mother. He indicated that the check should be to him. He left the office upon affiant stating that she would consult with a supervisor. Upon consultation with a supervisor, affiant learned that Gillespie had been offered the appropriate forms in November 2015 but cancelled his request upon learning that his siblings might be entitled to a share of the refund. Later that day, Gillespie returned to the Ocala office, was agitated, and said that affiant was "insane" for thinking he should share the refund with his siblings. He pronounced that he was the "executor". Again, affiant and her coworkers became anxious about Gillespie's potential to lose control and cause injury to persons or property.

10. That on April 11, 2016, Gillespie entered the SECO's Ocala office in an obvious state of agitation. He was speaking on the phone in a loud voice and cursing. It was apparent that he was speaking with the Marion County Sherriff's office or 9-1-1 and stating that it was "bullshit" that they would not respond to force SECO to give him money. Gillespie approached the counter in front of other customers and SECO employees and cursed at affiant. He was carrying a folio binder which he repeatedly pounded on the table in front of affiant in a threatening manner. The SECO employees in the office, including affiant, became nervous and concerned for safety. In an angry and agitated state, Gillespie left the lobby and entered the parking lot. He picked something up from the ground in the parking lot and turned to re-enter the building. At that time, Carol Marrero, an employee of SECO and the acting supervisor at the Ocala office, called 9-1-1 to obtain law enforcement assistance. This was due to the collective sense among the SECO employees, including affiant, that Gillespie was a physical threat and the progressive escalation of his anger. With the 9-1-1 operator still on the line, Ms. Marrero spoke with Mr. Gillespie and advised him that his account had been referred to SECO's attorney who would be in touch with him. He was told to leave the premises and that he was

trespassing. Gillespie left the premises shortly prior to the arrival of the Marion County Sheriff's Deputy.

11. That she has reviewed the video recording made by "camera 4" and associated equipment in SECO's Ocala office on April 11, 2016 and that it is a fair, true, and accurate depiction of the events that it shows. The video was made at the time of Mr. Gillespie's visit to the Ocala office and Mr. Gillespie is clearly identifiable as the individual in the video.

12. That after the Deputy's arrival, SECO staff were advised by the Deputy that in order to obtain the Sheriff's assistance, a trespasser must be on the premises at the time of arrival so that they can write up a trespass warning to prevent his return for one year. Alternatively, the deputy indicated that she would be willing to assist with obtaining a restraining order.

13. That Gillespie has been warned that his return to SECO's office facilities is a trespass; SECO's Ocala office staff are fearful of his return which would violate SECO's fundamental property right to exclude him from the premises but which also will create fear of physical harm and emotional distress and could result in actual violence or physical harm.

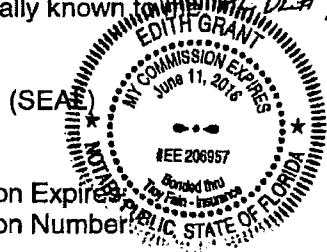
14. That Affiant perceives that SECO employees and innocent bystanders may be affected physically or emotionally if Gillespie is allowed to return. His return would result in an interruption to SECO's orderly business operations. A security guard has been specially hired to be in the lobby of the Ocala office due to the fear of Gillespie's return.

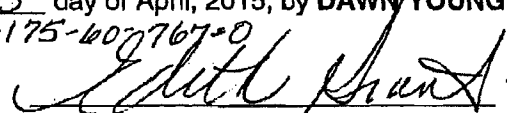
FURTHER AFFIANT SAYETH NAUGHT.



DAWN YOUNG - AFFIANT

SWORN TO and SUBSCRIBED before me this 15 day of April, 2015, by **DAWN YOUNG**, who is personally known to me. DL# Y520-175-607767-0





Notary Public Signature
Edith Grant

Notary Printed Signature

My Commission Expires
My Commission Number

IN THE CIRCUIT COURT OF THE FIFTH
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Case No. _____

SUMTER ELECTRIC COOPERATIVE,
a Florida not for profit corporation,

Plaintiff,

vs.

NEIL GILLESPIE,

Defendant.

_____/

AFFIDAVIT OF STEVE BALIUS

STATE OF FLORIDA
COUNTY OF MARION

On this day personally appeared before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, **STEVE BALIUS**, who after being by me first duly sworn, upon oath deposes and says as follows:

1. That he is over the age of 18 and competent to give testimony in the state of Florida.
2. That he is employed by Plaintiff, Sumter Electric Cooperative, Inc. ("SECO"), as the Manager of Safety & Risk Management.
3. That one of his job responsibilities is to coordinate SECO's response to emergencies including accidents, acts of god, and security incidents.
4. That he is the custodian of records which relate to emergencies within the purview of his office.
5. That on April 12, 2016 at 12:14 p.m., SECO received a package by UPS delivery at its Sumterville, Florida headquarters (where affiant is employed) from Neil Gillespie. It contained a number of forms and emails relating to a capital credit account which had belonged to a deceased member. There was a cover letter addressed to the entire SECO board of trustees which contained the following statements:

"Unfortunately Sumter Electric Cooperative, Inc. et al. has made a decision not to resolve this matter honestly and with civility. Fine, it's war from this point forward."

"This is my final attempt to resolve this matter with civility. Unfortunately experience has shown that civility is mistaken for weakness in this area. If SECO energy needs some fucking rough language or a fucking lawsuit let me know..." (A copy of the cover letter from the UPS package is attached hereto as Exhibit "A").

6. That he is aware of several times in which Gillespie has disrupted the orderly operation of SECO's business at SECO's Ocala office in an agitated state and made SECO staff feel threatened. The most recent visit was April 11, 2016 at which time law enforcement was notified of Gillespie's presence and disorderly behavior and Gillespie was told to leave the premises. In the scope of his work, affiant has interviewed multiple employees in the Ocala office regarding their justified anxieties that Gillespie is a threat to their safety.

7. That upon information and belief Gillespie has on prior occasions been party to restraining orders.

8. That in light of the foregoing information, and as a result of consultation between SECO staff with experience in law enforcement and risk management, Gillespie was sent a formal notice not to return to enumerated SECO facilities. (A copy of the notice is attached hereto as Exhibit "B").

9. That SECO has exercised its judgment and hired a security guard at the Ocala office for the specific purpose of rendering assistance should Gillespie return.

10. That the lobby space of the office is under constant video monitoring and that a recording is made and retained for a period of time of all activities in the lobby. This video is made in the ordinary course of SECO's business, is recorded as a regular practice and retained in a consistent manner, and depicts regularly conducted business activities. That in the event of a security incident a copy of the video is available to the Safety & Risk Management team at SECO and I become a custodian of the record. The recording is made at the time of

the events depicted. In the ordinary course of affiant's work for SECO, affiant reviews surveillance videos where there is an incident.

11. That of his own personal knowledge, a video was taken by "camera 4" located near the desk of SECO employee Carol Marrero at the SECO Ocala office on April 11, 2016. This camera and associated equipment produced a true and correct digital video recording which is being submitted to the court. It depicts the interaction between SECO staff and Gillespie. The video equipment used is sound and the video taken April 11, 2016 at the Ocala office has not been tampered with or altered in any manner.

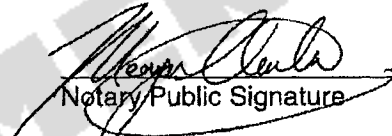
FURTHER AFFIANT SAYETH NAUGHT.



STEVE BALIUS - AFFIANT

SWORN TO and SUBSCRIBED before me this 15th day of April, 2015, by **STEVE BALIUS**, who is personally known to me.

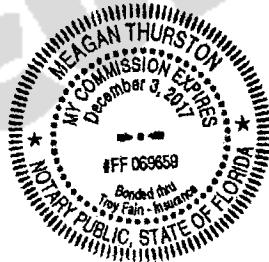
(SEAL)



Notary Public Signature

Notary Printed Signature

My Commission Expires:
My Commission Number:



VIA UPS No. 1Z64589FP291869565

April 11, 2016

BOARD OF TRUSTEES
Sumter Electric Cooperative, Inc.
D.B.A. SECO Energy
CORPORATE OFFICE
330 U.S. 301
Sumterville, Florida 33585
(352) 793-3801

RE: \$681.15 owing Neil J. Gillespie for capital credits re PMG capital credits account.
Check owing Neil J. Gillespie in the amount of \$662.37 for discounted capital credits.
Check owing Neil J. Gillespie in the amount of \$18.78 for General Retirement Account.

TO THE BOARD OF TRUSTEES:

Unfortunately Sumter Electric Cooperative, Inc. et al. has made a decision not to resolve this matter honestly and with civility. Fine, it's war from this point forward.

Enclosed you will find from May, 2014:

Elizabeth Bauerle-Patronage Capital Account, Membership Fee Release, Assignment and Indemnity Agreements, signed and notarized. (Original is at the SECO Ocala office)

Mark J. Gillespie-Patronage Capital Account, Membership Fee Release, Assignment and Indemnity Agreements, signed and notarized. (Original is at the SECO Ocala office)

Enclosed you will find from November 16, 2015: Copy of Check No. 04198521 in the amount of \$18.78 payable to Penelope M. Gillespie for "General Retirement Account"

Email February 11, 2016 to Melinda Ferguson unsuccessfully requesting accommodation under the Americans With Disabilities Act (ADA). NO ACCOMMODATION WAS PROVIDED.

My email to James P. Duncan, Chief Executive Officer, SECO Energy, Friday, April 08, 2016 2:06 AM, "Kindly identify the General Counsel for SECO Energy". No response from Duncan.

Executives Automatic reply: SECO General Counsel, Friday, April 08, 2016 2:06 AM

Email April 8, 2016 from SECO Payroll Specialist Melinda Ferguson with attachments,
Gillespie Penelope M 1034293962 Estate PreRetirement 04.07.16.pdf
Gillespie Penelope M 1034293962 Multi Heir Form.pdf

Email receipt April 8, 2016 to SECO Payroll Specialist Melinda Ferguson. "This receipt verifies that the message has been displayed on the recipient's computer at 4/8/2016 11:47 AM".

Exhibit "A"

BOARD OF TRUSTEES
Sumter Electric Cooperative, Inc.
D.B.A. SECO Energy

April 11, 2016
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Email of NJG April 9, 2016 to SECO Management and SECO Trustees; Dear Ladies and Gentlemen, Kindly identify the General Counsel for SECO Energy. No response from them.

SECO Trustee Automatic reply: SECO General Counsel Saturday April 09, 2016 6:35 AM

Email of NJG April 9, 2016 to Melinda Ferguson, Cc. SECO Management and SECO Trustees

Email from SECO Customer Service April 09, 2016 6:35 AM "SECO responds to email requests received Monday through Friday, 8:00 am - 5:00 pm within 1 business day."

Email from SECO Customer Service April 09, 2016 7:10 AM "SECO responds to email requests received Monday through Friday, 8:00 am - 5:00 pm within 1 business day."

Email of NJG to James P. Duncan, Chief Executive Officer, SECO Energy Monday, April 11, 2016 10:46 AM. "I was unable to reach Melinda Ferguson today at 352-569-9613. This is my final attempt to resolve this matter with civility. Unfortunately experience has shown that civility is mistaken for weakness in this area. If SECO Energy needs some fucking rough language, or a fucking lawsuit, let me know...." Cc: SECO Management; SECO Trustees; Melinda Ferguson; SECO Customer Service. Five attachments:

- Gillespie Penelope M 1034293962 Estate PreRetirement 04.07.16.pdf
- Gillespie Penelope M 1034293962 Multi Heir Form.pdf
- Elizabeth Bauerle-Patronage Capital Account, Membership Fee Release, Assignment and Indemnity Agreements, signed and notarized.
- Mark J. Gillespie-Patronage Capital Account, Membership Fee Release, Assignment and Indemnity Agreements, signed and notarized.
- Email February 11, 2016 to Melinda Ferguson unsuccessfully requesting accommodation under the Americans With Disabilities Act (ADA).

Email receipt of NJG Monday, April 11, 2016 10:47 AM.

Email Delivery Failure from System Administrator, Monday, April 11, 2016 10:48 AM

Could not deliver message to the following recipient(s):

- Failed Recipient: kanikovsky@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: jlaselva@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: bbrickhouse@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: kgloria@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: customerservice@secoenergy.com
Reason: Remote host said: 554 rejecting banned content

BOARD OF TRUSTEES
Sumter Electric Cooperative, Inc.
D.B.A. SECO Energy

April 11, 2016
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- Failed Recipient: melinda.ferguson@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: gmorrell@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: executives@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: jduncan@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: rhenion@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: sboyatt@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: rvick@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: hatfield@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: dboyatt@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: emuffett@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: wjames@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: rbelles@secoenergy.com
Reason: Remote host said: 554 rejecting banned content
- Failed Recipient: rdennison@secoenergy.com
Reason: Remote host said: 554 rejecting banned content

The foregoing was provided Cc. to the FBI as indicated or not indicated.

Sincerely,



Neil J. Gillespie
8092 SW 115th Loop
Ocala, FL 34481

Tel. 352-854-7807
Email: neilgillespie@mfi.net

Enclosures

Service List April 11, 2016 via UPS No. 1Z64589FP291869565 only.

BOARD OF TRUSTEES
Ray Vick, President
rvick@secoenergy.com

Jerry D. Hatfield, Vice President
Hatfield@secoenergy.com

BOARD OF TRUSTEES
Sumter Electric Cooperative, Inc.
D.B.A. SECO Energy

April 11, 2016
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Robin Henion, Secretary/Treasurer
rhenion@secoenergy.com

Gregg Morrell
VP of Corporate Services
& Human Resources
gmorrell@secoenergy.com

Scott Boyatt, District 1 Trustee
sboyatt@secoenergy.com

Nora Brown
Senior Executive Assistant
executives@secoenergy.com

Dillard Boyatt, District 2 Trustee
dboyatt@secoenergy.com

Richard Belles, District 3 Trustee
rbelles@secoenergy.com

SECO Customer Service
customerservice@secoenergy.com

Richard Dennison, District 4 Trustee
rdennison@secoenergy.com

Melinda Ferguson
melinda.ferguson@secoenergy.com

Earl Muffett, District 6 Trustee
emuffett@secoenergy.com

William James, District 8 Trustee
wjames@secoenergy.com

MANAGEMENT TEAM

James P. "Jim" Duncan
Chief Executive Officer
jduncan@secoenergy.com

Ben Brickhouse
VP of Engineering
bbrickhouse@secoenergy.com

Kathryn Gloria
VP of Corporate Communications
& Energy Services
kgloria@secoenergy.com

Gene Kanikovsky
Chief Financial Officer
kanikovsky@secoenergy.com

John LaSelva
VP of Operations
jlaselva@secoenergy.com

NOTICE OF TRESPASS

Via Certified Mail, Regular Mail and Email:
neilgillespie@mfi.net

TO: **Neil J. Gillespie**
8092 SW 115th Loop
Ocala, FL 34481

Consistent with the verbal notification given to you on April 11, 2016, the undersigned on behalf of the property owner, SUMTER ELECTRIC COOPERATIVE, INC. ("SECO"), hereby notifies you that as of **Monday, April 11, 2016, NEIL J. GILLESPIE** is not authorized, licensed, or invited to enter or remain at any properties owned by SECO, including, but not limited to:

Ocala, Florida:
4872 Southwest 60th Avenue
Ocala, Florida 34474

- **Sumterville, Florida:**
330 U.S. 301
Sumterville, Florida 33585

- **Sumterville, Florida**
293 U.S. 301
Sumterville, Florida 33585


- **Eustis, Florida:**
50 West Ardice Avenue
Eustis, Florida 32726

- **Groveland, Florida:**
850 Howey Road
Groveland, Florida 34736

- **Inverness, Florida:**
610 US Highway 41 South
Inverness, Florida 34450

Pursuant to Florida Statute 810.08, violation of this notice will result in prosecution for trespass of a structure or conveyance.

Dated this 14th day of April, 2016.


Kevin M. Stone
Stone & Gerken, P.A.
General Counsel for Sumter Electric Cooperative, Inc.

Certified Mail No. 7015 0640 0001 8093 2392



U.S. Department of Justice

Federal Bureau of Investigation

Washington, D.C. 20535-0001

April 11, 2014

Neil J. Gillespie
8092 SW 115th Loop
Ocala, FL 34481

Dear Mr. Gillespie:

Your recent communication to the Federal Bureau of Investigation, Public Corruption Unit (PCU), has been received.

The primary function of FBI Headquarters is the administration of program management, policy formulation, training and other administrative duties. The review of complaint letters involving potential public corruption and related allegations is the responsibility of the appropriate FBI field office.

Accordingly, the PCU has forwarded your complaint information to the appropriate local FBI Field Office. Should you wish to provide any additional information related to this matter, please furnish the specific details directly to the below address.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Nadeau", is written over a large, faint "UNOFFICIAL DOCUMENT" watermark.

Brian J. Nadeau
Unit Chief
Public Corruption Unit

Cc/Enc:
FBI Tampa
5525 West Gray Street
Tampa, FL 33609

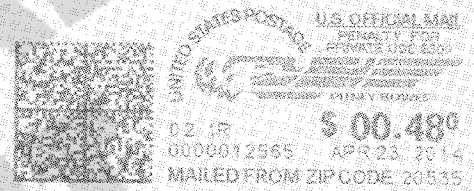
U.S. Department of Justice
Federal Bureau of Investigation

935 Pennsylvania Avenue, NW
Washington, DC 20535-0001

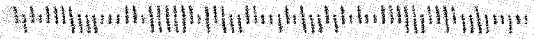
Official Business
Penalty for Private Use \$300

UNOFFICIAL
DOCUMENT

Neil J. Gillespie
8092 SW 115th Loop
Ocala, FL 34481



34481#3567 R067



RULE 1.610. INJUNCTIONS

(a) Temporary Injunction.

(1) A temporary injunction may be granted without written or oral notice to the adverse party only if:

(A) it appears from the specific facts shown by affidavit or verified pleading that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and

(B) the movant's attorney certifies in writing any efforts that have been made to give notice and the reasons why notice should not be required.

(2) No evidence other than the affidavit or verified pleading shall be used to support the application for a temporary injunction unless the adverse party appears at the hearing or has received reasonable notice of the hearing. Every temporary injunction granted without notice shall be endorsed with the date and hour of entry and shall be filed forthwith in the clerk's office and shall define the injury, state findings by the court why the injury may be irreparable, and give the reasons why the order was granted without notice if notice was not given. The temporary injunction shall remain in effect until the further order of the court.

(b) Bond. No temporary injunction shall be entered unless a bond is given by the movant in an amount the court deems proper, conditioned for the payment of costs and damages sustained by the adverse party if the adverse party is wrongfully enjoined. When any injunction is issued on the pleading of a municipality or the state or any officer, agency, or political subdivision thereof, the court may require or dispense with a bond, with or without surety, and conditioned in the same manner, having due regard for the public interest. No bond shall be required for issuance of a temporary injunction issued solely to prevent physical injury or abuse of a natural person.

(c) Form and Scope. Every injunction shall specify the reasons for entry, shall describe in reasonable detail the act or acts restrained without reference to a pleading or another document, and shall be binding on the parties to the action, their officers, agents, servants, employees, and attorneys and on those persons in active concert or participation with them who receive actual notice of the injunction.



(d) Motion to Dissolve. A party against whom a temporary injunction has been granted may move to dissolve or modify it at any time. If a party moves to dissolve or modify, the motion shall be heard within 5 days after the movant applies for a hearing on the motion.

Committee Notes

1980 Amendment. This rule has been extensively amended so that it is similar to Federal Rule of Civil Procedure 65. The requirement that an injunction not be issued until a complaint was filed has been deleted as unnecessary. A pleading seeking an injunction or temporary restraining order must still be filed before either can be entered. The rule now provides for a temporary restraining order without notice that will expire automatically unless a hearing on a preliminary injunction is held and a preliminary injunction granted. The contents of an injunctive order are specified. The binding effect of an injunctive order is specified, but does not change existing law. Motions to dissolve may be made and heard at any time. The trial on the merits can be consolidated with a hearing on issuance of a preliminary injunction, and the trial can be advanced to accommodate this.

Court Commentary

1984 Amendment. Considerable dissatisfaction arose on the adoption of the 1980 rule, particularly because of the creation of the temporary restraining order with its inflexible time limits. See *Sun Tech Inc. of South Florida v. Fortune Personnel Agency of Fort Lauderdale*, 412 So. 2d 962 (Fla. 4th DCA 1982). The attempt to balance the rights of the parties in 1980 failed because of court congestion and the inability in the existing circumstances to accommodate the inflexible time limits. These changes will restore injunction procedure to substantially the same as that existing before the 1980 change. The temporary restraining order terminology and procedure is abolished. The former procedure of temporary and permanent injunctions is restored. The requirement of findings and reasons and other details in an injunctive order are retained.

Subdivision (b) eliminates the need for a bond on a temporary injunction issued to prevent physical injury or abuse of a natural person.

Subdivision (e) institutes a requirement that a motion to dissolve an injunction shall be heard within 5 days after the movant applies for it. This provision emphasizes the importance of a prompt determination of the propriety of injunctive relief granted without notice or, if the circumstances have changed since

the issuance of the injunctive order, the need for speedy relief as a result of the changes. Former subdivisions (a), (b)(3), and (b)(4) have been repealed because the new procedure makes them superfluous. The right of the court to consolidate the hearing on a temporary injunction with the trial of the action is not affected because that can still be accomplished under rule 1.270(a).

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DOCUMENT**