

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.

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**EMERGENCY MOTION FOR ENTRY OF PRELIMINARY INJUNCTION**

The plaintiff, **SUMTER ELECTRIC COOPERATIVE, INC. ("SECO")**, pursuant to Rule 1.610(a), Florida Rules of Civil Procedure, hereby moves for the entry of an emergency temporary injunction against the defendant, **NEIL J. GILLESPIE ("Gillespie")** and states:

1. **SECO** filed this action against **Gillespie** seeking issuance of a preliminary and permanent injunction restraining entry by **Gillespie** on certain real property owned by **SECO**.
2. **SECO** is a Florida not for profit rural electric cooperative with its principal place of business located in Sumter County, Florida. **SECO** also owns real property in multiple Florida counties, including customer service facilities in the following locations:

**Ocala, Florida:**  
4872 Southwest 60<sup>th</sup> Avenue  
Ocala, FL 34474

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

*(locations continued)*

**Sumterville, Florida:**  
293 U.S. 301  
Sumterville, FL 33585

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

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

**Inverness, Florida:**  
610 U.S. Highway 41 South  
Inverness, FL 34450

3. In 2014, **Gillespie** contacted **SECO** relating to a matter of routine business, and since that time **SECO** has furnished certain forms and information to Gillespie for purposes of completing this matter of routine business.

4. Despite **SECO**'s efforts to assist **Gillespie** in the past, **Gillespie**'s general hostility towards **SECO** and **SECO**'s employees has increased as time has passed since **Gillespie**'s contact with **SECO** in 2014.

5. Among other examples of increased hostility and threatening behavior towards **SECO**, **Gillespie** has thrown an object at a **SECO** employee after being advised of an account credit, and has threatened to make criminal complaints against **SECO** unless certain action was taken by **SECO**.

6. Then on April 11, 2016, **Gillespie** appeared at the customer service facility in Ocala, Florida (the "Ocala Customer Service Center") during normal business hours and entered the premises while shouting and cursing during an apparent telephone conversation with an emergency services telephone line operator (the "Emergency Line Operator").

7. Among other complaints and demands made to the Emergency Line Operator during **Gillespie**'s verbal tirade against **SECO**, **Gillespie** demanded that law enforcement take immediate action against **SECO** relating to a customer service matter.

8. **Gillespie** eventually disconnected from the Emergency Line Operator, approached a customer service counter, and then began making demands to a **SECO**

employee at the customer service counter.

9. **Gillespie** then demanded immediate contact with **SECO** management, and when management was not made immediately available to him, **Gillespie** began slamming a binder on a service counter while shouting and using profanity until another **SECO** representative intervened in an effort to defuse the situation.

10. After a brief exchange with management, **Gillespie** returned to the parking lot of the premises appearing to be leaving; however, **Gillespie** then began charging back towards the Ocala Customer Service Center at which point a **SECO** representative contacted emergency services to report the incident and request assistance from law enforcement.

11. Upon reentering the Ocala Customer Service Center, **Gillespie** was advised by a **SECO** representative to leave the premises and that he was trespassing. Although **Gillespie** did not immediately leave the Ocala Customer Service Center after being told to leave, **Gillespie** finally left the said customer service center after being further advised that law enforcement had been contacted and was en route to the customer service center.

12. Subsequent to **Gillespie's** appearance at the Ocala Customer Service Center on April 11, 2016, **SECO** received a package from **Gillespie** via UPS, which included written representations from **Gillespie** that he has declared war against **SECO** and that he will no longer conduct himself with civility in connection with his dealings with **SECO**. (A copy of the cover letter including the referenced representations is attached to the complaint as Exhibit "A" as well as to the affidavit of Steve Balius attached hereto).

13. The general escalation in **Gillespie's** open hostility towards **SECO**,

coupled with the incident occurring in the Ocala Customer Service Center on April 11, 2016, along with the declaration of war and incivility against **SECO** by **Gillespie**, have caused great distress to **SECO's** employees and leads **SECO** to believe that **Gillespie** is a danger to the safety and well being of **SECO** employees, customers and property.

14. **SECO** has now hired a security guard for the Ocala Customer Service Center as a direct result of **Gillespie's** actions for purposes of protecting the safety of its employees, customers and property should **Gillespie** return.

15. **SECO** also has issued a written notice of trespass to **Gillespie** advising **Gillespie** that he is no longer authorized to enter **SECO** owned property and/or customer service centers because of the apparent danger he presents. (A copy of the notice of trespass is attached to the Complaint as Exhibit "B" as well as to the affidavit of Steve Balius attached hereto).

16. Despite the protective measures taken by **SECO**, on information and belief on the part of **SECO**, **SECO** employees, customers and properties remain in danger by **Gillespie's** actions and threats, and **SECO** is without an adequate remedy at law to protect **SECO's** employees, customers and properties from **Gillespie** without the issuance of an injunction preventing **Gillespie** from entering certain properties owned by **SECO**, particularly properties where employees and customers conduct regular business together.

17. **Gillespie's** escalating hostility, threatening behavior and declaration of war and incivility against **SECO** are likely to result in peculiar and irreparable injury to **SECO** unless an injunction is granted because there is no remedy for interruption to **SECO's** orderly business operations, danger to employees and customers, and because a security guard has already been employed to intercept **Gillespie** should he

return.

18. As set forth in Department of Business and Professional Regulation v. Provende, Inc., 399 So.2d 1038, 1041 (Fla. 3<sup>rd</sup> DCA 1981), the required elements for establishing a right to a preliminary or temporary injunction are as follows:

- a. A likelihood of irreparable harm, and the unavailability of an adequate remedy at law;
- b. A substantial likelihood of success on the merits;
- c. The threatened injury to the plaintiff outweighs any possible harm to the defendant; and
- d. The granting of the preliminary injunction will not deceive the public interest.

19. The affidavits of Dawn Young and Steve Balius, attached hereto and incorporated herein as Exhibits 1 and 2 respectively, set forth sufficient facts establishing **Gillespie's** escalating hostility, disorderly conduct, threatening conduct, and the likelihood of irreparable harm.

20. **SECO** has a substantial likelihood of success on the merits for the reasons set forth herein and because the right to exclude is one of the most essential sticks in the rights that are commonly characterized as property, and is universally held to be a fundamental element of the property right. Kaiser Aetna v. United States, 444 U.S. 164 (U.S. 1979).

21. The threatened injury to **SECO** as alleged herein outweighs any possible harm to **Gillespie**, because **Gillespie** will still be able to conduct any necessary business with **SECO** electronically, telephonically, and through mailing even if the requested injunction is entered against **Gillespie**.

22. The entry of an injunction against **Gillespie** will maintain the status quo of allowing **SECO** to orderly conduct business at its customer service facilities without the threat of danger to **SECO** employees, customers or property from an individual who has openly declared war against **SECO** and threatened to engage **SECO** with incivility.

23. The granting of the requested injunction is in the public interest because **Gillespie's** openly hostile and threatening conduct in a **SECO** customer service center is detrimental to public safety, as well as to the safety and security of **SECO** employees and property.

24. A preliminary injunction against **Gillespie** is appropriate where there is a threat to the public safety; a threat to the safety of **SECO's** employees and property; a threat to the orderly conduct of **SECO's** business; and where a security guard has been hired to intercept **Gillespie** should he return. See Travelers Insurance Company v. Conley, 637 So.2d 373 (Fla. 5<sup>th</sup> DCA 1994).

25. Moreover, as the Fifth District Court of Appeal noted in the Conley opinion, "violence directed towards one or more individuals committed in business establishments during business hours is occurring with frequency around the nation, and often affects other innocent bystanders both physically and emotionally, as well as property. Here, there exists what one could reasonably perceive to be a situation in which persons in Travelers' employ may be in imminent danger and Traveler's property may be damaged from Conley's partially carried out threats." Id. At 375.

26. The undersigned has not made an attempt to give notice of this emergency motion. Notice should not be required because of the immediate threat to the safety of persons and property as alleged herein, and because Gillespie will still be able to conduct any and all necessary business with **SECO** telephonically,

electronically, and through the mail. Moreover, Gillespie has been furnished with a written notice of trespass from **SECO** via electronic mail, certified mail, and regular mail so the entry of the requested injunction will not alter **Gillespie's** rights of entry to **SECO** customer service facilities, but will instead serve to better protect the safety of **SECO's** employees, customers and property.

27. Pursuant to Rule 1.610(b), Florida Rules of Civil Procedure, no bond is required for issuance of a temporary injunction issued for preventing physical injury or abuse of a natural person. **SECO** has alleged a threat to the safety of natural persons, and a bond therefore should not be required.

WHEREFORE, **SUMTER ELECTRIC COOPERATIVE, INC.** demands entry of a preliminary injunction against **NEIL J. GILLESPIE** to prevent **NEIL J. GILLESPIE** from entering the **SECO** customer service facilities described herein, and for any such other relief that this Court deems just and proper.



Lewis W. Stone ([Lewis@StoneandGerken.com](mailto:Lewis@StoneandGerken.com))  
Florida Bar No. 0281174  
Kevin M. Stone ([Kevin@StoneandGerken.com](mailto:Kevin@StoneandGerken.com))  
Florida Bar No. 0028516  
William Grant Watson ([Grant@StoneandGerken.com](mailto:Grant@StoneandGerken.com))  
Florida Bar No. 0023875  
STONE & GERKEN, P.A.  
4850 North Highway 19A  
Mount Dora, FL 32757  
(352) 357-0330 / telephone  
(352) 357-2474 / facsimile  
*Attorneys for Sumter Electric Cooperative, Inc.*

**UNOFFICIAL  
DOCUMENT**

**EXHIBIT "1"**



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 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”).

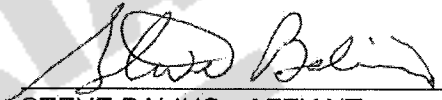
9. That SECO has exercised its judgment and hired a security guard at the Ocala office for the specific purpose of rendering assistance should Gillespie return.

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 a 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.

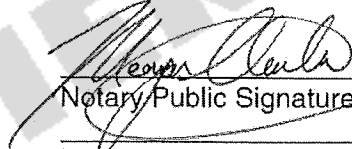
11. That of his own personal knowledge, a video was taken by "camera 4" located near the desk of SECO employee Carol Marrero at the SECO Ocala office on April 11, 2016. This camera and associated equipment produced a true and correct digital video recording which is being submitted to the court. It depicts 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 15<sup>th</sup> day of April, 2015, by **STEVE BALIUS**, who is personally known to me.

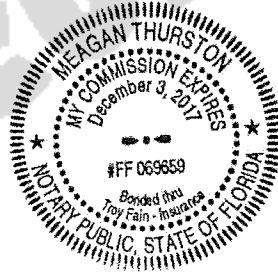


Notary Public Signature

(SEAL)

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"

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

- 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

Scott Boyatt, District 1 Trustee  
sboyatt@secoenergy.com

Dillard Boyatt, District 2 Trustee  
dboyatt@secoenergy.com

Richard Belles, District 3 Trustee  
rbelles@secoenergy.com

Richard Dennison, District 4 Trustee  
rdennison@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

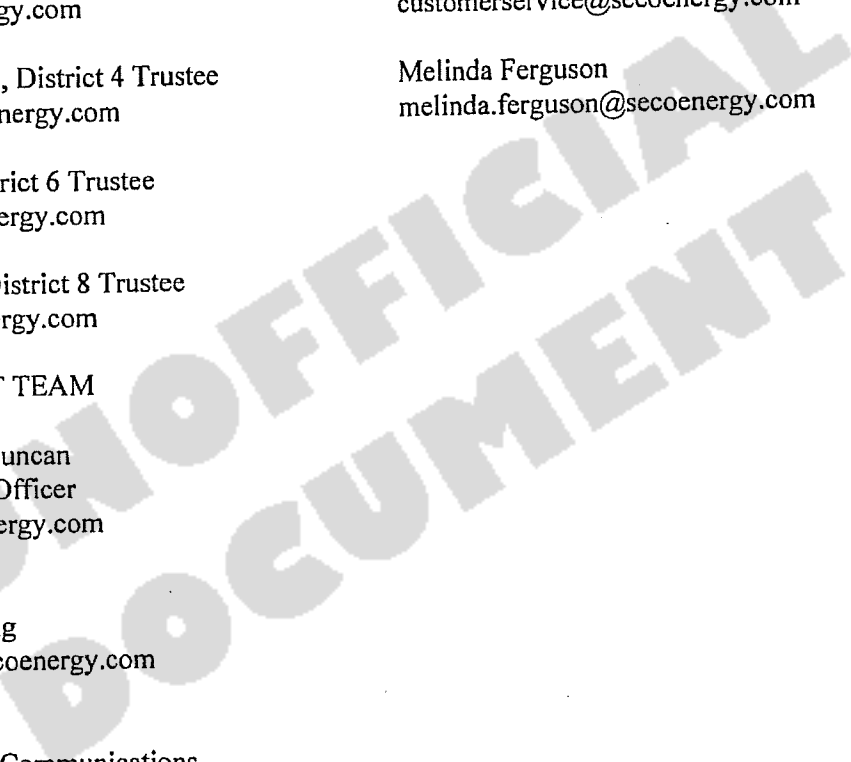
John LaSelva  
VP of Operations  
jlaselva@secoenergy.com

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

Nora Brown  
Senior Executive Assistant  
executives@secoenergy.com

SECO Customer Service  
customerservice@secoenergy.com

Melinda Ferguson  
melinda.ferguson@secoenergy.com



**NOTICE OF TRESPASS**

via Certified Mail, Regular Mail and Email:  
[neilgillespie@mfi.net](mailto:neilgillespie@mfi.net)

TO: **Neil J. Gillespie**  
8092 SW 115<sup>th</sup> 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 11<sup>th</sup> 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

Exhibit "B"



**UNOFFICIAL  
DOCUMENT**

**EXHIBIT "2"**

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.

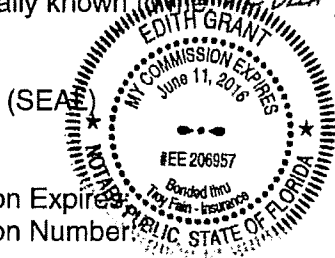
13. That Gillespie has been warned that his return to SECO's office facilities is a trespass; SECO's Ocala office staff are fearful of his return which would violate SECO's fundamental property right to exclude him from the premises but which also will create fear of physical harm and emotional distress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

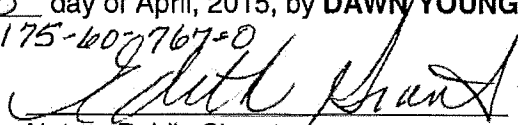
14. That Affiant perceives that SECO employees and innocent bystanders may be affected physically or emotionally if Gillespie is allowed to return. His return would result in an interruption to SECO's orderly business operations. A security guard has been specially hired to be in the lobby of the Ocala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