

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

CASE NO. 2016-CA-_____

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

Plaintiff,

vs.

NEIL J. GILLESPIE,

Defendant.

COMPLAINT

The plaintiff, **SUMTER ELECTRIC COOPERATIVE, INC.** ("**SECO**"), by and through its undersigned counsel, sues the defendant, **NEIL J. GILLESPIE** ("**Gillespie**") and alleges:

1. This is an action against **Gillespie** for 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. Although **SECO's** principal place of business is located in Sumter County, Florida, **SECO** owns real property in multiple Florida counties, including customer service facilities in the following locations:

Ocala, Florida:
4872 Southwest 60th 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. **Gillespie** is an individual who resides in Marion County, Florida, and is a member of **SECO**.

4. 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.

5. 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.

6. 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**.

7. 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").

8. 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.

9. **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.

10. **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.

11. 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.

12. 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 Ocala Customer Service Center.

13. 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 hereto as Exhibit "A" and incorporated herein by reference.)

14. 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, as well as to **SECO's** ability to orderly conduct its business at the **SECO** customer service facilities described herein..

15. **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.

16. **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 hereto as Exhibit "B" and incorporated herein by reference.

17. 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.

18. **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.

19. The right to exclude is universally held to be a fundamental element of the property right, and **SECO** has a substantial likelihood of success on the merits of this action for the reasons set forth herein.

20. 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 issued against **Gillespie**.

21. 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.

22. 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.

WHEREFORE, **SUMTER ELECTRIC COOPERATIVE, INC.** demands entry of a temporary and permanent 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)
Florida Bar No. 0281174
Kevin M. Stone (Kevin@StoneandGerken.com)
Florida Bar No. 0028516
William Grant Watson (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.

**DESIGNATION OF E-MAIL ADDRESSES FOR SERVICE
PURSUANT TO RULE 2.516**

Pursuant to Rule 2.516, KEVIN M. STONE, as one of the attorneys for SUMTER ELECTRIC COOPERATIVE, INC., hereby designates the following e-mail addresses for the purpose of service of all documents required to be served pursuant to Rule 2.516 in this proceeding:

Primary E-Mail Address: Lewis@StoneandGerken.com
Primary E-Mail Address: Kevin@StoneandGerken.com
Primary E-Mail Address: Grant@StoneandGerken.com
Secondary Email Address: SGService@StoneandGerken.com



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

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

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

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

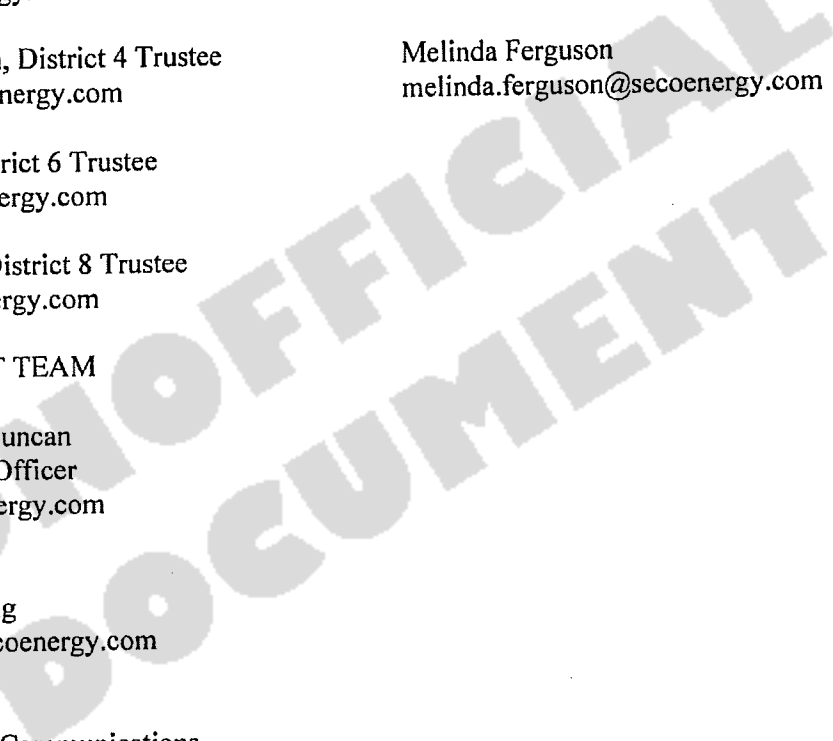
John LaSelva
VP of Operations
jlaselva@secoenergy.com

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

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

Exhibit "B"