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5TH CIRCUIT COURT
STATE OF HAWAII
FILED

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DANETTE FUJII
CLERK

Circuit
IN THE DISTRICT COURT OF THE FIFTH CIRCUIT

STATE OF HAWAII

ADAM ASQUITH,

Plaintiff,

vs.

KAUAI ISLAND UTILITY
COOPERATIVE

CIVIL NO. 13-10342

JKW

COMPLAINT; MOTION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION;
EXHIBITS A-H; ~~SUMMONS~~

SUMMONS

**COMPLAINT FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY
INJUNCTION**

The plaintiff, Adam Asquith, files this complaint against the KAUAI ISLAND UTILITY COOPERATIVE ("KIUC") or "the Defendant".

I. NATURE OF THE ACTION

1. The Defendant is rushing forward with imposing tariffs on traditional analog electric meters throughout the island of Kauai, Hawaii, before KIUC members, including the plaintiff, have been allowed to conduct rightful due process of meeting, questioning and voting on this as per KIUC Board Policy 32 (Exhibit A), as proscribed under Article 2 Section 6 of KIUC by-laws (Exhibit B).
2. The Plaintiff and other KIUC members have initiated the procedure for calling a vote on Board Policy 33, and have met the requirements triggering the vote, as determined by KIUC staff on 11 November, 2013 (*See KIUC receives member petition challenging meter fees, November, 13, 2013, <http://kauai.coopwebbuilder.com/content/kiuc-receives-member-petition-challenging>*).

I do hereby certify that this is a full, true
and correct copy of the original on file in
this office.

[Signature]
Clerk, Circuit Court, Fifth Circuit

- meter-fees*). Therefore the KIUC Board Action and PUC approval of tariffs on analog meters have not yet been reviewed or approved by KIUC members, including the Plaintiff.
3. The Plaintiff seeks a judgment requiring the Defendant to cease levying these new fees until KIUC members, including the Plaintiff, can meet, question, and vote on these tariffs per KIUC by-laws.
 4. The requested temporary restraining order and preliminary injunction are urgently needed to prevent potential injury to plaintiff and thousands of other individuals residing on Kauai, and the Plaintiff has brought this action accordingly.

II. JURISDICTION AND VENUE

5. This action raises several questions under Section 6 and Section 7 of the State Constitution, as well as issues under state statute.
6. This District Court has personal jurisdiction over all parties hereto because they are all residents of Kauai and conduct their activities on Kauai.

III. PARTIES

7. Plaintiff resides on the island of Kauai. Plaintiff is a member of, and receives electrical service from, KIUC, and is now suffering the punitive tariffs absent the injunctive relief (Exhibit C).
8. Defendant, Kauai Island Utility Cooperative ("KIUC"), is a not-for-profit generation, transmission and distribution cooperative owned and controlled by the members it serves. Headquartered in Lihue, Kauai, Hawaii, the cooperative currently serves more than 32,000 electric accounts throughout Kauai.

IV. FACTUAL BACKGROUND

9. Kauai is located in Hawaii, and is home to approximately 67,000 residents.
10. With very few exceptions, all residents and commercial enterprises receive electrical service from Kauai Island Utility Cooperative.
11. KIUC is a member-owned cooperative but still follows regulatory oversight of the Hawaii Public Utilities Commission.
12. KIUC is managed by a nine member Board of Directors. Directors serve three year terms.
13. The Board of Directors by majority vote to action to approve these fees.
14. Under KIUC by-laws and policies, Membership as lawfully contested these fees.

A. KIUC Smart Grid Project

15. The American Recovery and Reinvestment Act of 2009, signed by Barack Obama in February, 2009, provided the U.S. Department of Energy, (the "DOE") with approximately \$4.5 billion of federal tax dollars to modernize the electric power grid. Of this funding, \$3.4 billion went into the Smart Grid Investment Grant Program ("SGIG") for the purpose of funding competitively selected projects across the country. One of the projects selected by the DOE for its SGIG is the Smart Grid Demonstration Project to the National Rural

Electric Cooperative Association ("NRECA"). In 2009, the NRECA received \$33.9 million from the DOE for this project. KIUC is a member of NRECA and participating in the smart grid project. KIUC is receiving approximately \$6 million of this DOE money for its smart grid project.

16. On 29 September, 2011, the Hawaii Public Utilities Commission approved KIUC's request to commit funds to participate in the National Rural Electric Cooperative Association's national demonstration project. (*see Hawaii Public Utilities Commission, Docket No. 2010-0299, Decision and Order, 29 September, 2011*). (Exhibit D).
17. One of the primary objectives of the NRECA's DOE grant and KIUC's portion of the project is to, "demonstrate advanced two-way metering.." (*see Hawaii Public Utilities Commission, Docket No. 2010-0299, Decision and Order, 29 September, 2011*). These communication/monitoring devices are the so called "smart" meters.

B. Smart Meters

18. KIUC announced plans to proceed with full replacement of all of its members' existing analog electricity meters, with so called "smart" meters beginning in April, 2012. KIUC did not provide its members with the individual option of keeping an existing analog meter servicing their home (Exhibit E).
19. This start date was six months earlier than the estimated start date of 31 August, 2012 provided in the PUC Decision and Order.
20. KIUC had already installed several smart meters at the Lihue Elderly Gardens apartments on 24 February, 2012. KIUC installed these meters without notifying the residents of the apartments. KIUC never provided explanation for the accelerated start date.
21. The smart meters incorporated in the KIUC project are a wireless-ready device which in the typical application functions as a radio transmitter, utilizing a wireless radio frequency ("RF") network to communicate power usage data from the member's home or business back to the utility on a regular, if not constant, basis.
22. Smart meters and related systems will allow KIUC to conduct automated and remote meter reading, collect detailed measurements about member usage within their premises, collect and store data about such usage, and communicate data to and from members' meters.
23. No federal legislation in any way mandates KIUC member participation in a smart meter program or smart grid. The Energy Policy Act of 2005 very clearly establishes an optional standard by which the utilities are required to make "time-based" meters available "upon customer request" :

Not later than 18 months after August 8, 2005, each electric utility shall offer each of its customer classes, and provide individual customers *upon customer request*, a time-based rate schedule under which the rate charged by the electric utility varies during different time periods, and reflects the variance, if any, in the utility's cost in generating and purchasing electricity at the wholesale level. 16 U.S.C. (d)(14)(A) [Emphasis added].

24. The KIUC smart meter project is comprised of a system that utilizes a "mesh" network that requires linkage and communication via RF waves between individual member meters and wireless repeaters. Via this interlocking network of wireless technology, meters and other sensing devices are used to relay or "hop" usage data from point to point until it reaches its final destination, the utility. KIUC's wireless system is designed to support two-way communication between a member's meter and the utility. Individual smart meters can be

upgraded remotely by the utility, providing the ability to implement future innovations and add-ons easily.

25. A smart meter installed by KIUC is therefore a communication and monitoring device in furtherance of the utility's system for purposes that go beyond the delivery of electricity and aggregate measurement of total monthly quantity to the residence to which the meter is attached.

C. Privacy and Security Concerns Surrounding Smart Meters

26. On January 12, 2011, the U.S. Government Accountability Office reported that smart grid technologies such as wireless smart meters that are deployed at homes and businesses were being developed and deployed without adequate attention to security features including thorough event logging and other forensic features (See *Progress Being Made on Cyber Security Guidelines, but Key Challenges Remain to be Addressed*, GAO 11-117, January 17, 2011, <http://www.gao.gov/products/GAO-11-117>)
27. On February 3, 2012, The Congressional Research Services reported that "Detailed electrical usage data offers a window into the lives of people inside a home by revealing what individual appliances they are using, and the transmission of the data potentially subjects this information to interception or theft by unauthorized third parties or hackers." (See: *Smart Meter Data: Privacy and Cybersecurity*, by B.J. Murrill, E.C. Liu, and R.M. Thompson, 3 February, 2012, CRS Report R42338).
28. The NRECA has developed an Interoperability and Cybersecurity Plan for cooperatives participating in the DOE funded project, including KIUC. However, KIUC has not developed and made available their own plan as required by the DOE and NRECA.
29. KIUC appears to be relying on the meter manufacturer's security features and encryption technology. KIUC has admitted that this is not a fail-safe system and that it is possible that a third party could access the personal information being collected and transmitted by the new smart meters. (see, *CURRENTS MAGAZINE*, October, 2011).
30. While the Consumer Advocacy Division of the PUC reviewed and approved of the KIUC's Smart Grid Project, privacy and other constitutional rights of KIUC members were never considered (see *Hawaii Public Utilities Commission, Docket No. 2010-0299, Division of Consumer Advocacy's Statement of Position*, 16 May, 2011).
31. Privacy and security issues associated with smart meters are now widely recognized (See Exhibit F).
32. As a result of the proposed forced installation of a smart meter on the Plaintiff's home by the Defendant KIUC, the Plaintiff filed a Complaint and Motion for Preliminary Injunction in Federal Court on 16 March, 2012 (See *Case No. 1:12-cv-00134-HG-RLP, Document Number 7*).
33. On 4 June, 2012 the Plaintiff and Defendant KIUC agreed on a Stipulation for Dismissal with Prejudice, in which 1) KIUC would not seek to install a smart meter on the Plaintiff's home, and 2) Should the PUC make a decision on the conditions of an opt-out program for smart meters on Kauai, that the Defendant could challenge the decision in court or administrative proceedings using the same or similar arguments (Exhibit G)

D. Defendant's Actions to Impose a Tariff on Plaintiff's Choice to Retain Analog Meter

34. On October 1, 2013 KIUC called a Special Board meeting in which it approved a request to the PUC to charge both smart meter removal fees and reoccurring service fees for those customers who have rejected smart meters.
35. On October 3, 2013, KIUC formally sent its tariff request to the PUC.
36. On October 23, 2013, KIUC posted minutes of its 1 October, 2013 Special meeting to the KIUC website. This initiated the 20 working day time period for petitions challenging board action (see Article 2, Section 6 of by-laws) to be submitted. The 20 working day deadline is November 20, 2013.
37. On October 31, 2013, the PUC approved KIUC's plan to recover the cost of reading and servicing electric meters at the homes and businesses of customers who choose not to use a wireless smart meter (Exhibit H). KIUC will charge customers who have rejected smart meters \$10.27 per month. They will also charge \$50.64 to customers who seek to have an installed smart meter removed.
38. New fees and tariff took effect November 4, 2013.
39. KIUC announced receipt of a successful member petition (*See KIUC receives member petition challenging meter fees, November, 13, 2013, <http://kauai.coopwebbuilder.com/content/kiuc-receives-member-petition-challenging-meter-fees>*).
40. Plaintiff received electric bill with new meter fee on 20 November, 2013 (Exhibit C)

CLAIMS AGAINST DEFENDANT

COUNT I

Violation of the Hawaii Nonprofit Corporations Act HRS 414D 102(a)(2).

41. Plaintiff reasserts and incorporates by reference the allegations contained in the proceeding paragraphs as is fully set forth herein.
42. The Defendant KIUC is a "Corporation" under HRS 414D-14.
43. By seeking PUC approval of its proposed tariff and fees, and charging members four days after PUC approval, KIUC has circumvented its by-laws and member rights as granted under this Act, and is therefore in violation of HRS 414D-102(a)(2), which states:

A corporation with members shall hold a special meeting of members if the holders of at least five percent of the voting power of any corporation, sign, date, and deliver to any corporate officer one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

44. KIUC by-laws Article 2, Section 6, which was written to be in compliance with HRS 414D-101 states:

Upon the vote of a majority of the Directors, or by the written petition of 5% of all members, or 250 members, whichever is less, such petition to be delivered to the Chairman no more than twenty (20) business days after the posting on the Association's internet web site of the preliminary draft of the Board's minutes reflecting any action taken by the Association's Board of Directors, *such action shall be submitted to the members for approval* in a manner determined by the Board of Directors. [Emphasis added]

- 45 . As a direct result of KIUC's failure to allow due process of member review by meeting and voting on this Board action, as clearly required by state statute and KIUC by-laws, the precocious and punitive fees will cause the plaintiff to suffer substantial and irreparable injuries.

COUNT II

Extortion in the Second Degree HRS Division 5, Title 37 Chapter 707 Offenses Against the Person § 707-766

46. Plaintiff asserts that KIUC is engaging in extortion as defined herein:

(1) Obtains, or exerts control over, the property, labor, or services of another with intent to deprive another of property, labor, or services by threatening by word or conduct to:

(d) *Commit a penal offense;*

47. KIUC has threatened the Plaintiff with the installation of a smart meter on his home. Unlike a traditional analog meter which provides historical data about energy usage, smart meters can be accessed remotely and contain an uncertain amount of data about occupant behavior. This information could facilitate threats to the Plaintiff's physical security and property interests – for example by providing detailed information regarding when an individual is home.
48. Smart meter technology creates a new system of data collection, communication and information sharing with regard to energy use. The potential exists to collect, store and share

private member information without member consent or control. The new technology would allow KIUC to obtain a highly detailed picture of activities within a home.

49. Before smart meters came on the scene the only information KIUC could collect from members was the total consumption of electricity on a monthly or less frequent basis, and only in terms of kilowatt hours consumed. In contrast, smart meters can allow tracking of time patterns associated with occupants of a home.
50. A smart meters would provide rich knowledge about intimate details of the Plaintiff's life and serious concerns exist regarding access to personal data gleaned from the devices. Access may also be obtained by accidental breach or cyber attack.
51. In 2001, The Supreme Court affirmed the primacy of privacy in the home by prohibiting the use of a thermal imager to gather details about the home that would have been previously inaccessible without a physical trespass (*see Kyllo v. United States*, 533 U.S. 27 (2001)). This decision built upon previous judgments in which the Court maintained robust Fourth Amendment protections of the home based on the quality and quantity of the data that can be known (*See United States v. Karo*, 468 U.S. 705, 716 (1984) (*prohibiting government use of a beeper to determine without warrant whether a particular article or person is in a home at a particular time*); *Arizona v. Hicks*, 480 U.S. 321, 327-28 (1987) (*holding that moving stereo equipment in order to locate serial numbers constituted search and had to be supported by probable cause*)).
52. Thus the Plaintiff, as a KIUC member, would have had no true choice in whether or not to provide new additional data to KIUC, and did not provide consent. Which is why the Plaintiff has previously argued that the proposed smart meter installation on his home would constitute an impermissible invasion of privacy in violation of the Fourth Amendment of the United States Constitution, and he sought relief in Federal Court.
53. A smart meter placed on the Plaintiff's home without consent would also constitute an impermissible invasion of privacy in violation of Article II, Section 7 of the Hawaii State Constitution which states:
The right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches, seizures and invasions of privacy shall not be violated.
54. The use of a smart meter as a data collection device on the Plaintiff's home would also be a violation of HRS 711-1111 which forbids any sort of electronic or mechanical eavesdropping or surveillance whether done through some physical connection with the place under surveillance or not. Thus subsection (1)(b) forbids installation or use of eavesdropping equipment in a "private place" (defined in §711-1100).
55. Because the Plaintiff has successfully defended the privacy of his home by preventing the Defendant KIUC from installing a smart meter, it has hampered the Defendant's goal of having a fully deployed smart grid on Kauai. As a result, the Defendant has imposed punitive and extortive fees on the Plaintiff, effectively demanding the Plaintiff pay for his privacy.
56. Forcing the Plaintiff to pay for his privacy in his own home, or accept a smart meter, is coercive and a classic act of extortion in violation of HRS 14-37-707-764
57. Because of Defendant's actions and omissions, Plaintiff has suffered, and will continue to suffer, substantial injury and irreparable harm.

V. Good Cause Exists for the Issuance of a Temporary Restraining Order and Preliminary Injunction

58. Plaintiff seeks the issuance of a Temporary Restraining Order ("TRO"), and a Preliminary Injunction, temporarily enjoining Defendant, KIUC from:
- (1) Charging the Plaintiff fees for protecting his privacy from KIUC by retaining a traditional analog meter
 - (2) Charging the Plaintiff and other KIUC members a fee under Policy 32 before members have had the opportunity to conduct their rights of review and voting.
 - (3) Changing the *status quo* by establishing a precedent for additional payment for a traditional meter, as of the filing of this Motion *pendent lite*.

This TRO should remain in effect until a hearing on the motion for a preliminary injunction can be heard by this Court.

59. All of the elements necessary for the issuance of a TRO and preliminary injunction are satisfied or have been met by the Plaintiff. At a minimum, Plaintiff requests a TRO be issued for a period of ten (10) days. A formal request for an expedited preliminary injunction hearing is being requested herein. Issuance of a TRO is appropriate and necessary to protect the Plaintiff.

A. Plaintiff Has Satisfied The Three Prong Test For Injunctive Relief

60. As a general rule, the essential purpose of a temporary restraining order is to preserve the *status quo* pending a hearing and a determination of the rights of the parties upon a motion for temporary restraining order or a preliminary injunction. 43 Corpus Juris Secundum Injunctions Section 10 (1978 w/supp.); 7 Moore's Federal Practice, ¶ 65.05 at 65-73 (1984); United States Mine Workers, 330 U.S. 258, 293 (1947); Houghton v. Meyers, 208 U.S. 149, 156 (1908).
61. The requirements for a TRO are similar to those for a preliminary injunction. "The modern test for interlocutory injunctive relief is threefold: (1) Is the party seeking the injunction likely to prevail on the merits? (2) Does the balance of irreparable damage favor issuance of an interlocutory injunction? (3) To the extent that the public interest is involved, does it support granting the injunction?" Penn v. Transportation Lease Hawaii, Ltd., 2 Haw.App. 272, 276, 630 P.2d 646 (Haw.App. 1981)(citations omitted).
62. Based on the foregoing, it is clear that legal authority exists for the issuance of a TRO and preliminary injunction under the factual history presented herein.

63. Under the three (3) prong test recognized in Hawaii, "[t]he more the balance of irreparable damage favors issuance of the injunction, the less the party seeking the injunction has to show the likelihood of his success on the merits" Likewise, "the greater the possibility the party seeking the injunction is likely to prevail on the merits, the less he has to show that the balance of irreparable damage favors issuance of the injunction." Id. (Citations omitted.) Cf. Hawaii Psychiatric Soc., Dist. Branch v. Ariyoshi, 481 F.Supp. 1028, 1036 (D. Haw. 1979) (preliminary injunction should issue if (1) probable success on merits and possible irreparable harm, or (2) sufficiently serious questions going to merits to make them fair ground for litigation and where the balance of hardships tip decidedly for plaintiff; if the balance of harm tips decidedly for plaintiff, less of a showing is required of the probability of success on merits; if the probability of success on merits is high, less of a showing is required of irreparable harm.)

Each element of the above-mentioned test is analyzed herein below.

1. Plaintiff Is Likely To Prevail On The Merits.

64. Plaintiff's probability of success on the merits appears extremely high. KIUC has demonstrated an aggressive, impatient, bullying approach to implementing their smart grid demonstration project. Policy 32 was passed in a special meeting called with no advance notification to members. Clearly KIUC is using these fees as a punitive measure against the Plaintiff in an attempt to coerce him to accept a smart meter and avoid the long term costs of protecting his privacy with a traditional analog meter.

65. Based on the factual history presented herein, KIUC's clear violation of HRS 414D-101 warrants the issuance of a TRO.
66. Based on the foregoing facts and authority the Plaintiff also has an excellent chance of prevailing on the merits in view of the clear violation of HRS 14-37-707-764.
67. Plaintiff, as shown herein, has satisfied the first test that he is likely to prevail on the merits.

The second test is also satisfied.

2) The Balance of Irreparable Damage Favors the Issuance of a Temporary Restraining Order To Preserve The Status Quo

68. The authorities cited hereinafter disclose that the Plaintiff has no adequate remedy at law to redress enforcement of these fees. Despite the Plaintiff's and other KIUC members' pleas for relief to both the KIUC Board of Directors and the State of Hawaii Public Utilities Commission, the PUC authorized the fees and KIUC is billing members.
69. As a member of KIUC, injunctive relief should be afforded to the Plaintiff to protect against the punitive fees. Moreover, the likelihood of this action influencing the upcoming KIUC meeting and vote requires immediate judicial intervention, until the membership can complete its due process on this matter.
70. Under the balance of irreparable harm analysis, a TRO should be issued to preserve the *status quo*.
71. "It is recognized that, "[I]njury is irreparable where it is such a character that a fair and reasonable redress may not be had in a court of law." Penn v. Transportation Lease Hawaii, Ltd., 2 Haw.App. 272, 276, fn.1, 630 P.2d 646 (Haw.App. 1981).
72. It is further recognized that where monetary damages would be inadequate to compensate the Plaintiffs, an injunction should issue. Klausmeyer v. Makaha V.F. Ltd., 41 Haw. 287, 340 (Haw. 1956). In Klausmeyer, the Hawaii Supreme Court held that:
- ... an injury is irreparable, within the law of injunctions, where it is of such a character that a fair and reasonable redress may not be had in a court of law, so that to refuse the injunction would be a denial of justice; where, in other words, from the nature of the act, or from the circumstances surrounding the person injured, or from the financial condition of the person committing it, it cannot be readily, adequately, and completely compensated with money. *** the term 'irreparable damage' does not have reference to the amount of damage caused, but rather to the difficulty of measuring the amount of damages inflicted . . .
- Id. at 340.
73. The requested relief sought by the Plaintiff cannot be replaced with monetary damages as to deprive Plaintiff of fair and reasonable redress. Under the facts of this case, KIUC was allowed to levy punitive fees against the Plaintiff and thousands of other KIUC members, even though the proposed recovery costs sought in the new tariff were covered

for decades in existing fees, of which the Plaintiff had no complaint. However, the Plaintiff has not yet paid the fee and seeks only to be relieved of the pressure to do so or accept a smart meter, and allow for the KIUC member process to proceed uninfluenced.

74. The term "status quo" has been defined as "... the last actual, peaceable, noncontested condition which preceded the controversy ...". Porter v. K.S. Partnership, 627 P.2d 836 (Montana 1981)(other citations omitted).

75. In the case of Virginia Chapter, Associated General Contractors of America, Inc. v. Kreps, 444 F.Supp 1167 (USDC Va. 1978), the Court concluded that when considering an application for temporary relief, a court should recognize that:

The balance-of-hardship test correctly emphasizes that, where serious issues are before the court, it is a sound idea to maintain the status quo *ante litem* [pending litigation], provided it can be done without imposing too expensive an interim burden upon the defendant.

Id. at 1182 citing and quoting Blackwelder Furniture Co. v. Seilig Manufacturing Co., Inc., 550 F.2d 189, 194-195 (4th Cir. 1977).

76. The Plaintiff seeks a condition of status quo where KIUC did not levy an additional charge for the continued use of the traditional meter.

3) The Public Interest Demands Immediate Action to Protect the Due Process of KIUC Members Without Undue Influence and Pressure

77. Because almost all Kauai residents receive electrical service from KIUC, and all account holders can participate in the discussion and vote on Board Policy, the public interest is served by this request. KIUC's rush to levy punitive fines against members rejecting smart meters puts undue influence on members discussing and voting on the policy, and determining whether or not to retain their traditional analog meter if forced to pay an additional fee.

78. The public interest also demands protection of privacy from unwarranted searches without having to pay for protection against such searches. This is a constitutionally protected right which KIUC members should have time to discuss before approving a policy in violation thereof.

79. Therefore, the public interest is clearly involved and the issuance of a TRO is appropriate and required.

80. Based on the foregoing points and authorities, Plaintiff urges this Honorable Court to grant the Temporary Restraining Order until a hearing on the Motion for Preliminary Injunction can be heard, as requested herein, and afford such other and further relief as warranted under the circumstances in the interest of justice and fairness.

VI. Prayer for Relief

The Plaintiff respectfully requests that the Court:

1. Grant a Temporary Restraining Order for at least ten (10) days until a hearing on the requested Preliminary Injunction can be conducted.
2. Enter a Preliminary Injunction requiring KIUC to cease and suspend the fees and tariffs charged the Plaintiff for protecting his privacy by retaining his traditional electric meter until such time as:
 - a. KIUC has allowed the members, including the Plaintiff, their right to meet, question, and vote on the Board Action that led to the fees; and
 - b. KIUC establishes policies that do not extort fees from the Plaintiff for preventing the invasion of the privacy of his home by the Defendant; and
2. Grant the Plaintiff such other relief as the Court determines just and proper.

Dated this 26 day of November, 2013.

Respectfully submitted,

By: 

PLAINTIFF, pro se

ADAM ASQUITH

Plaintiff, pro se

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Circuit
IN THE DISTRICT COURT OF THE FIFTH CIRCUIT

STATE OF HAWAII

ADAM ASQUITH,)	CIVIL NO. _____
)	
Plaintiff,)	
)	
vs.)	
)	
KAUAI ISLAND UTILITY)	
COOPERATIVE)	MOTION FOR TEMPORARY RESTRAINING
)	ORDER; MOTION FOR PRELIMINARY
)	INJUNCTION
)	

MOTION FOR TEMPORARY RESTRAINING ORDER

The plaintiff, Adam Asquith, makes a motion that the Court grant a Temporary Restraining Order against the Defendant to cease and desist charging the plaintiff (a KIUC member) a monthly service fee for retaining the standard analog electric meter on his home on the island of Kauai, Hawaii, until such time as:

- a. A hearing can be conducted on the requested Preliminary Injunction.

MOTION FOR PRELIMINARY INJUNCTION

The plaintiff, Adam Asquith, makes a motion that the Court grant a preliminary injunction against the Defendant to cease charging the plaintiff (a KIUC member) for an extortive monthly service fee for retaining the standard analog electric meter on his home on the island of Kauai, Hawaii, for privacy purposes, until such time as:

- b. KIUC members, including the plaintiff, have been allowed to conduct rightful due process of meeting, questioning and voting on this KIUC Board Policy, as proscribed under Article 2, Section 6 of KIUC by-laws and HRS 414D 102(a)(2).

Dated this 26 day of November, 2013.

Respectfully submitted,

By: 

PLAINTIFF, pro se