

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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DR. JEFF MOLLINS and JASON ABELOVE, ESQ.,
Individually and/or as representative of the residents
of Long Island, New York,

Plaintiffs,

-against-

LONG ISLAND POWER AUTHORITY and
NATIONAL GRID,

Defendants.

Index No: 602288/12
Filed On: 11/13/12

SUMMONS

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TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York) or in any other manner; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Plaintiffs designate Nassau as the venue of this action. The basis of the venue designated is Plaintiff, DR. JEFF MOLLINS', residence address which is Jericho, New York.

Dated: Melville, New York
November 12, 2012

LAW OFFICE OF KENNETH M. MOLLINS



By: KENNETH M. MOLLINS, ESQ.

Attorneys for Plaintiffs

**DR. JEFF MOLLINS and
JASON ABELOVE, ESQ.**

425 Broad Hollow Road, Suite 215
Melville, New York 11747
(631) 608-4100

Defendants' addresses

**LONG ISLAND POWER AUTHORITY
15 Park Drive
Melville, New York 11747**

**NATIONAL GRID
1535 Pitkin Avenue
Brooklyn, New York 11212**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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DR. JEFF MOLLINS and JASON ABELOVE, ESQ.,
Individually and/or as representative of the residents
of Long Island, New York,

Index No: 602288/12

VERIFIED COMPLAINT

Plaintiffs,

-against-

LONG ISLAND POWER AUTHORITY, and
NATIONAL GRID,

Defendants.
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Plaintiffs, DR. JEFF MOLLINS and JASON ABELOVE, ESQ. ("Plaintiffs"), by and through their attorneys, LAW OFFICE OF KENNETH M. MOLLINS, P.C., hereby allege as and for their Complaint against Defendants as follows:

PARTIES

1. Plaintiff DR. JEFF MOLLINS ("MOLLINS") is, and at all times relevant herein was, a resident of the State of New York, County of Nassau.
2. Plaintiff JASON ABELOVE, ESQ. is, and at all relevant times herein was, a resident of the State of New York, County of Nassau.
3. That at all times hereinafter mentioned, the residents of Long Island, New York (hereinafter referred to as "Residents") are individuals and residents of Long Island, New York and/or are a class to be ordered by the Court pursuant to CPLR 901 et. seq.
4. Upon information and belief, Defendant, LONG ISLAND POWER AUTHORITY ("LIPA"), is and at all relevant times herein was, a public power authority created and existing pursuant to Public Authorities Law, Chapter 43-A. of the

Consolidated Laws, Article 5. Public Utility Authorities, Title 1-A. Long Island Power Authority.

5. Upon information and belief, Defendant, NATIONAL GRID ("GRID"), is a multinational electricity and gas utility company headquartered in London, United Kingdom. Its principal activities are in the United Kingdom and northeastern United States, including, but not limited to, Long Island, New York.
6. Upon information and belief, LIPA contracted with GRID to oversee all of Long Island's electrical operations.

AS AND FOR A FIRST CAUSE OF ACTION

7. Plaintiffs repeat and reallege each and every allegation asserted in paragraphs "1" through "6" with the same force and effect as if fully set forth at length herein.
8. LIPA is, and at all times herein was, a public utility that provides electric services to the residents of Long Island, New York.
9. LIPA provides Plaintiffs and Residents with electric power pursuant to an implied contract or agreement wherein Plaintiffs and Residents agree to pay LIPA for electric service and LIPA agrees to provide same.
10. Commencing as of October 29, 2012 and continuing at least up to the present and a date to be determined, Plaintiffs and Residents electric services ceased.

11. Commencing as of October 29, 2012 and continuing at least up to the present and a date to be determined, LIPA failed and omitted to provide electric services to the Plaintiffs and Residents.
12. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by LIPA's disregard in the operation, control, management and/or maintenance of its equipment, facilities and/or personnel.
13. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by LIPA's failure to replace an outdated, obsolete outage management system which lacks the ability to manage large scale outages.
14. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the fact that LIPA neglected vital maintenance, including, but not limited to, tree trimming and electric/transmission pole inspection and replacement.
15. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the fact that LIPA grossly under-budgeted for storm response where there are large scale outages.
16. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the fact that LIPA failed to reconfigure the substations which transfer power to thousands of homes to minimize flood damage.

17. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the fact that LIPA used only rudimentary storm and damage prediction models.
18. By reason of all of the foregoing, LIPA breached its implied contract and agreement with Plaintiffs and Residents.
19. As a result of LIPA's breach, Plaintiffs and Residents have sustained general damages.
20. As a result of LIPA's breach, Plaintiffs and Residents have sustained consequential damages.
21. By reason of the foregoing, Plaintiffs sustained total damages in an amount such to be determined at trial on an individual and/or class basis, and such sum which will exceed the jurisdictional limits of any courts which would otherwise have jurisdiction herein.
22. Accordingly, pursuant to CPLR 909, Plaintiffs are entitled to an award of attorneys fees on this First Cause of Action in the event of the ordering of a class action herein.

AS AND FOR A SECOND CAUSE OF ACTION

23. Plaintiffs repeat and reallege each and every allegation asserted in paragraphs "1" through "22" with the same force and effect as if fully set forth at length herein.
24. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the gross negligence and reckless disregard of

LIPA in the operation, control, management and/or maintenance of its equipment, facilities and/or personnel.

25. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by LIPA's gross negligent and intentional failure to replace an outdated, obsolete outage management system which lacks the ability to manage large scale outages.
26. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the fact that LIPA grossly neglected vital maintenance, including, but not limited to, tree trimming and electric/transmission pole inspection and replacement.
27. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the fact that LIPA grossly under-budgeted for storm response where there are large scale outages.
28. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the fact that LIPA intentionally, with reckless disregard for Plaintiffs and Residents, failed to reconfigure the substations which transfer power to thousands of homes to minimize flood damage.
29. LIPA's failure and omission to provide electric services to Plaintiffs and Residents was occasioned by the fact that LIPA intentionally, with reckless disregard for Plaintiffs and Residents, used only rudimentary storm and damage prediction models.

30. LIPA's gross negligence acts set forth above establishes that LIPA failed to act reasonably under the circumstances and, in fact, acted with gross negligence and in complete and utter disregard of industry standards of care.
31. LIPA's gross negligence, carelessness and reckless disregard set forth above proximately caused damages to Plaintiffs without any negligence on the part of Plaintiffs contributing thereto in any way.
32. As a result of LIPA's gross negligence, carelessness and reckless disregard set forth above, Plaintiffs and Residents have sustained general damages.
33. As a result of LIPA's gross negligence, carelessness and reckless disregard set forth above, Plaintiffs and Residents have sustained consequential damages.
34. By reason of the foregoing, Plaintiffs sustained total damages in an amount such to be determined at trial on an individual and/or class basis, and such sum which will exceed the jurisdictional limits of any courts which would otherwise have jurisdiction herein.
35. As a result of LIPA's gross negligence, carelessness and reckless disregard set forth above, Plaintiffs and Residents are also entitled to an award of punitive damages.
36. Accordingly, pursuant to CPLR 909, Plaintiffs are entitled to an award of attorneys fees on this Second Cause of Action in the event of the ordering of a class action herein.

AS AND FOR A THIRD CAUSE OF ACTION

37. Plaintiffs repeat and reallege each and every allegation asserted in paragraphs "1" through "36" with the same force and effect as if fully set forth at length herein.
38. LIPA intentionally ignored a 2006 New York State Department of Public Service recommendation to replace LIPA's outdated outage management system which lacks the ability to manage large scale outages.
39. LIPA's critically important power outage management system, which helps direct the recovery response, operates on a 25 year old mainframe computer running an obsolete computer program language which was cited as one of LIPA's biggest shortcomings in LIPA's response to Tropical Storm Irene in August of 2011.
40. LIPA and GRID engineers used highlighted papers maps to track thousands of outages.
41. LIPA failed to implement a real-time distribution and outage management system.
42. LIPA failed to implement a system to communicate with Plaintiffs and Residents as call centers were rendered unusable by the public given that LIPA relies on customers to report their own outages.
43. LIPA failed to give Plaintiffs and Residents accurate estimates on when their power would be restored using an online map which showed more outages than there were customers and featured inaccurate recovery information.

44. LIPA failed to advise Plaintiff, ABELOVE and other Residents until more than one week after Hurricane Sandy hit Long Island and after power ceased that inspectors needed to inspect individual customers' electrical panels in flooded homes before reinstating their electricity.
45. The above allegations establish that LIPA disseminated fraudulent misinformation relative to existing conditions, anticipated corrections, dates of restoration of electricity and other necessary information to the general public and in particular Plaintiffs and Residents upon requests and/or attempts to obtain such information.
46. The information that LIPA did disseminate to the general public and to Plaintiffs and Residents was false and misleading.
47. LIPA knew that the information it was disseminating to the general public and in particular to Plaintiffs and Residents was false and misleading.
48. LIPA knew that the general public, including Plaintiffs and Residents, would rely upon the information that LIPA was disseminating relative to existing conditions, anticipated corrections, dates of restoration of electricity and other necessary information.
49. The general public, and in particular Plaintiffs and Residents, did, in fact, rely upon the false and misleading information that LIPA was disseminating relative to existing conditions, anticipated corrections, dates of restoration of electricity and other necessary information to their detriment and loss.
50. As a result of LIPA's dissemination of false and misleading information set forth above, Plaintiffs and Residents have sustained general damages.

51. As a result of dissemination of false and misleading information set forth above, Plaintiffs and Residents have sustained consequential damages.

52. By reason of the foregoing, Plaintiffs sustained total damages in an amount such to be determined at trial on an individual and/or class basis, and such sum which will exceed the jurisdictional limits of any courts which would otherwise have jurisdiction herein.

53. Accordingly, pursuant to CPLR 909, Plaintiffs are entitled to an award of attorneys fees on this Third Cause of Action in the event of the ordering of a class action herein.

WHEREFORE, Plaintiffs pray for judgment against Defendants on the First, Second and Third Causes of Action all in a sum to be determined at trial on an individual and/or class basis, and such sum which will exceed the jurisdictional limits of any courts which would otherwise have jurisdiction herein, together with the costs and disbursements of this action, including interest and attorneys fees pursuant to statute.

Dated: Melville, New York
November 12, 2012

LAW OFFICE OF KENNETH M. MOLLINS, P.C.


By: **KENNETH M. MOLLINS, ESQ.**

Attorneys for Plaintiffs
425 Broad Hollow Road
Suite 215
Melville, New York 11747
(631) 608-4100

VERIFICATION

I, the undersigned, an attorney duly admitted to practice in the Courts of the state of New York, hereby affirm that I am the attorney of record for Plaintiffs in the within action; I have read the foregoing Complaint and know the contents thereof; the same is true to my own knowledge, except as to those matters herein alleged to be on information and belief, and as to those matters, I believe them to be true. The reason this verification is made by me and not by the Plaintiffs is because the Plaintiffs reside outside the county wherein Plaintiffs' counsel maintains its office. The grounds of my belief as to all matters not stated upon my own knowledge are as follows: the books and records of Plaintiffs that have been provided to me.

I affirm that the foregoing statements are true, under the penalties of perjury.

Dated: Melville, New York
November 12, 2012



KENNETH M. MOLLINS