

DISTRICT COURT CIVIL COVER SHEET

A- 16- 730159- C

V

County, Nevada

Case No.

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

John Bamforth; and Stanley Schone, individually and
on behalf of all persons similarly situated

Defendant(s) (name/address/phone):

NEVADA POWER COMPANY d/b/a NV ENERGY, INC

Attorney (name/address/phone):

Martin A. Little, Esq./Will A. Lemkul, Esq.

Jolley Urga Woodbury & Little

3800 Howard Hughes Parkway - 16th Floor

Las Vegas, NV 89169 (702) 699-7500

Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

| | | |
|--|--|--|
| Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property | Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice | Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input checked="" type="checkbox"/> Other Tort |
| Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500 | Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract | Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal |
| Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ | | Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters |

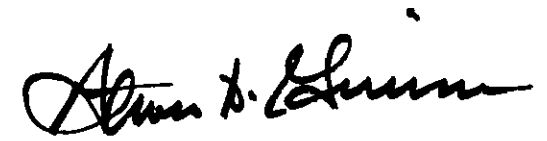
Business Court filings should be filed using the Business Court civil coversheet.

January 12, 2016

Date

Signature of initiating party or representative

See other side for family-related case filings.


CLERK OF THE COURT

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DISTRICT COURT
CLARK COUNTY, NEVADA

JOHN BAMFORTH and STANLEY
SCHONE, individually and on behalf of all
persons similarly situated;

Plaintiffs,

vs.

NEVADA POWER COMPANY d/b/a NV
ENERGY, INC., a Nevada corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: A- 16 - 730159 - C
DEPT. NO.: V

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiffs John Bamforth and Stanley Schone (hereinafter, "Plaintiffs") on behalf of themselves and all others similarly situated (the "Class" or the "Class Members"), bring this class action complaint against Defendants NEVADA POWER COMPANY d/b/a NV ENERGY, INC. (hereinafter "Nevada PC"); and DOES 1 through 50, inclusive (collectively referred to as "Defendants"), and complain and allege upon personal knowledge as to themselves and their own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by their attorneys, as follows:

INTRODUCTION

1. Upon information and belief, the Nevada Legislature created the current version of the Solar Energy Incentive Program ("Solar Program") during the 2007 legislative session to encourage the development of renewable energy.

2. According to the State of Nevada Public Utilities Commission website, under the Solar Program, public utilities are required to "develop and administer programs that offer rebates to customers who install qualifying solar energy systems on their property."

3. As part of the Solar Program incentives, customers could participate in a net metering¹ system in order to offset the costs of their utility bill. Net metering means that solar customers are billed for their "net" consumption. They are allowed to send back to the grid the electricity their solar arrays generate when the supply outstrips the demand -- such as during daytime hours -- and take power from the grid when demand may exceed the system's output -- such as at nighttime.

4. Upon information and belief, Defendants provided false and/or incomplete information to the State of Nevada Public Utilities Commission ("PUCN") regarding recommended rate changes to take effect in 2016.

5. Upon information and belief, Defendants conspired to unlawfully reduce the incentives provided via the Solar Program, increasing base rates or service charges only for solar customers in order to reduce competition and increase their own revenues.

6. On December 22, 2015, PUCN approved the new tariff as submitted by Defendants.

7. The new rate schedule went into effect on January 1, 2016. Upon information and belief, net metering customers of Defendants will experience an **increase** of forty percent (40%) in their base rate or service charge, from \$12.75 to \$17.90. The increases will continue until January 1, 2020, reaching \$38.51.

8. Upon information and belief, the new rate schedule also **reduces** the credits for

¹ Nevada Revised Statutes 704.769 defines "net metering" as, "measuring the difference between the electricity supplied by a utility and the electricity generated by a customer-generator which is fed back to the utility over the applicable billing period."

1 excess energy generated by net metering customers, from about eleven cents (\$0.11) to nine
2 cents (\$0.09) per kilowatt hour. The reductions will continue until January 1, 2020, reaching a
3 paltry two cents (\$0.026).

4 9. The new rate schedule applies retroactively to all net metering customers. Upon
5 information and belief, there are currently 14,832 interconnected net metering customers of
6 Defendants in Southern Nevada.

7 10. Upon further information and belief, Defendant NV Energy entered into
8 agreements with solar net metering customers whereby customers were only permitted to sell
9 their "green energy credits" to NV Energy. Sometime thereafter, NV Energy stopped accepting
10 the credits, refusing to buy them from its customers.

11 11. This class action complaint seeks restitution for the wrong Defendants herein
12 visited upon the Class Members through their anticompetitive actions, deceptive and unfair trade
13 practices resulting in a restraint of trade, monopolization and maintenance of a monopoly over
14 the electric utility in Nevada, price discrimination between different buyers, artificial price
15 inflation, conspiracy to cause the aforementioned results through illegal means, and negligence.

16 **PARTIES, JURISDICTION AND VENUE**

17 12. Plaintiff JOHN BAMFORTH is, and at all relevant times was, an individual and a
18 resident and citizen of Las Vegas, Nevada. In reliance upon explicitly stated incentives for
19 installation of solar energy systems, including but not limited to rebates and net metering credits
20 to his utility bill at specified rates, Plaintiff BAMFORTH invested about \$36,470.00 to install a
21 residential Solar Photovoltaic System, only to discover that Defendants acted illegally to reduce
22 said incentives, rebates, and/or credits. Plaintiff BAMFORTH would never have agreed to invest
23 in, purchase, and install a Solar Photovoltaic System had he known that the Defendants would
24 act in an anticompetitive manner to restrain trade, monopolize and maintain their monopoly over
25 the electric utility in Nevada, charge him a higher price simply because he is a solar customer,
26 artificially inflate the base rate or service charge to solar customers, and conspire to cause the
27 aforementioned results through illegal means.

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13. Plaintiff STANLEY SCHONE is, and at all relevant times was, an individual and resident and citizen of Las Vegas, Nevada. In reliance upon explicitly stated incentives for installation of solar energy systems, including but not limited to rebates and net metering credits to his utility bill at specified rates, Plaintiff STANLEY SCHONE invested about \$42,000.00 to install a residential Solar Photovoltaic System, only to discover that Defendants acted illegally to reduce said incentives, rebates, and/or credits. Plaintiff STANLEY SCHONE would never have agreed to invest in, purchase, and install a Solar Photovoltaic System had he known that the Defendants would act in an anticompetitive manner to restrain trade, monopolize and maintain their monopoly over the electric utility in Nevada, charge him a higher price simply because he is a solar customer, artificially inflate the base rate or service charge to solar customers, and conspire to cause the aforementioned results through illegal means.

14. Nevada Power Company d/b/a NV Energy is a Domestic Corporation incorporated under the laws of Nevada with its principal place of business in Nevada. Nevada PC was founded in 1906. In 1998, Nevada PC merged with Sierra Pacific Power Company and operated as a subsidiary of Sierra Pacific Power Company. In 2008, both companies began doing business under the name NV Energy in order to unify their image under a single brand. NV Energy was purchased by Berkshire Hathaway Energy in 2013.

15. At all relevant times herein, Defendants Nevada PC, doing business as NV Energy, operated an electric utility service in the State of Nevada, providing customers with electricity and solar customers with net metering services whereby credits were given for excess energy generated by the customers and fed back to the utility.

16. Plaintiffs are informed and believe that, at all relevant times herein, Defendants DOES 1 through 50, inclusive, participated in whole or in part in the scheme to reduce or eliminate competition, inflate prices, and illegally increase revenues.

17. The true names and capacities, whether individual, corporate, associate or otherwise, of certain Defendants and/or their alter egos sued herein as DOES 1 through 50, inclusive, are presently unknown to Plaintiffs, who therefore sues these Defendants by such fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint to show their

1 true names and capacities when the same have been ascertained. Plaintiffs are informed and
2 believe, and based thereon allege, that DOES 1 through 50 were authorized to conduct business,
3 and did conduct business, in the state of Nevada. Plaintiffs are further informed and believe, and
4 based thereon allege, that DOES 1 through 50 were and/or are, in some manner, responsible for
5 and liable to Plaintiffs for the events, happenings, and damages described and alleged herein this
6 Complaint.

7 18. Plaintiffs are informed and believe, and based thereon allege, that at all relevant
8 times herein, each of the Defendants was the agent, servant, employee, subsidiary, affiliate,
9 partner, assignee, successor-in-interest, alter ego, joint venture, and/or other representative of
10 each of the remaining Defendants and was acting in such capacity in causing the conduct herein
11 alleged.

12 19. Jurisdiction and venue are proper in this Court pursuant to Nevada Revised
13 Statute ("NRS") 598A.090, NRS 598.0989, and Nevada Rules of Civil Procedure ("NRCP"),
14 Rule 23. Plaintiffs and all class members, at all relevant times herein, were and are residents of
15 the State of Nevada. Defendants, at all relevant times herein, were and are incorporated under
16 the laws of the State of Nevada, were and are headquartered within the State of Nevada, and did
17 business and continue to do business within the State of Nevada.

18 ALTER EGO ALLEGATIONS

19 20. Plaintiffs are further informed and believe, and based thereon allege, that at all
20 relevant times herein there existed a unity of interest and ownership between Nevada PC, doing
21 business as NV Energy, and certain DOE Defendants (or any other combination of these
22 purportedly separate entities), such that any corporate individuality and separateness between
23 Nevada PC (NV Energy) on the one hand, and certain DOE Defendants on the other hand, have
24 ceased and that DOE Defendants are the alter ego of Nevada PC (NV Energy) in that the
25 business of Nevada PC (NV Energy) is so completely dominated, controlled, managed and
26 operated by DOE Defendants and that Nevada PC (NV Energy) functions as a mere
27 instrumentality and conduit through which DOE Defendants conduct its business in order to
28 avoid liability and exposure, and in order to perpetrate fraud and circumvent the interests of

1 justice. Adherence to the fiction of the existence of Nevada PC (NV Energy) as an entity
2 separate and distinct from DOE Defendants would permit an abuse of the corporate privilege and
3 would sanction fraud and promote injustice in that Plaintiffs and other members of the class (as
4 defined herein below) could be denied a full and fair recovery in the event that the assets of
5 Nevada PC (NV Energy) are insufficient to satisfy a judgment entered against them in this
6 action.

7 GENERAL ALLEGATIONS

8 21. For years, the Solar Program created by the Nevada Legislature encouraged and
9 convinced Nevada residents to purchase and install solar photovoltaic systems on their property
10 in order to drastically cut back on their energy utility costs by receiving rebates/discounts and
11 participating in net metering, a process by which additional unused electricity generated by the
12 solar customer would be fed back to the electric utility provider for a credit that offset the cost of
13 electricity purchased from the provider.

14 22. Defendants participated in the Solar Program and provided rebates and net
15 metering capabilities. Defendants promised Nevada customers specific rebates, discounts, and
16 rates for using solar power. Then, Defendants worked against these same consumers, pressuring
17 the PUCN to approve and put in place an entirely different rate schedule that benefits Defendants
18 only.

19 23. Plaintiffs and class members relied on the specific representations of the
20 Defendants in deciding to purchase and install Solar Photovoltaic Systems upon their property.
21 Plaintiffs and class members relied on the representations of the Defendants in believing and
22 understanding that their electrical savings over time would cover their initial substantial
23 expenditures for solar panels.

24 24. Upon information and belief, throughout or about 2015, Defendants planned and
25 orchestrated a scheme by which they recommended to the PUCN, and ultimately had approved,
26 significant rate changes which focused on solar net metering customers. These changes were
27 approved on December 22, 2015, and went into effect on January 1, 2016.

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1 25. Upon information and belief, Defendants did not conduct any scientific study
2 regarding the benefits of solar power and net metering, whether environmental or economical.

3 26. Upon information and belief, Defendants made false statements of fact
4 concerning the price of goods or services, and/or the reasons for existence of or amounts of price
5 reductions by promising specific rebates, discounts and rates which Defendants then worked
6 against and did not honor.

7 27. Upon information and belief, Defendants knowingly made false representations in
8 transactions concerning solar customers and net metering.

9 28. Upon information and belief, Defendants failed to disclose material facts in
10 connection with the sale of goods or services.

11 29. Upon information and belief, Defendants undertook activity directly in restraint
12 of trade, including price fixing by raising the price of the base rate or service charge of net
13 metering customers only, eliminating discounts, and establishing lower values of credit given to
14 electricity generated by net metering customers and fed back to the Defendants.

15 30. Upon information and belief, Defendants acted negligently, failing to use
16 reasonable care in their dealings and causing economic harm to Plaintiff and class members.

17 31. Upon information and belief, Defendants acted to monopolize and/or maintain a
18 monopoly on electricity in the State of Nevada by crippling the solar power market and
19 devaluing the electricity created by solar power net metering customers.

20 32. Upon information and belief, the rate changes have caused net metering
21 customers of the Defendants to experience an **increase** of forty percent (40%) in their base rate
22 or service charge, from \$12.75 to \$17.90 per month. The increases will continue until January 1,
23 2020, reaching \$38.51.

24 33. Upon information and belief, the new rate schedule also **reduces** by about
25 eighteen percent (18%) the credits for excess energy generated by net metering customers, from
26 about eleven cents (\$0.11) to nine cents (\$0.09) per kilowatt hour. The reductions will continue
27 until January 1, 2020, reaching a paltry two cents (\$0.026).

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34. Upon information and belief, excess electricity generated by Plaintiffs and class members and provided to Defendants poses little to no costs for Defendants as the solar customer has paid for all costs associated with the solar photovoltaic system. Furthermore, upon information and belief, the additional electricity is transported to paying non-solar customers within the vicinity of the solar customer's location, further reducing costs associated with transport of the electricity across vast distances. Upon information and belief, Defendants nevertheless sell this solar-customer-generated electricity to neighboring customers at full price.

35. Upon further information and belief, Defendant NV Energy entered into contracts with solar net metering customers whereby customers were only permitted to sell "green energy credits" to NV Energy. Thereafter, NV Energy refused to purchase the credits from customers, leaving the credits worthless. Upon information and belief, approximately 20 "green energy credits" equals \$1.00. Plaintiff BAMFORTH accumulated around 36,000 credits, which translates to roughly \$1,800.00 owed to him by NV Energy. However, due to NV Energy's actions and misrepresentations, these credits are now worthless. Upon information and belief, each class member faces the same issue, and if the 14,832 class members accumulated the same credits as Plaintiff BAMFORTH, the cash losses from these credits alone approach \$27 million dollars.

36. Plaintiffs and class members have been harmed by Defendants' actions. Plaintiffs and class members each expended tens of thousands of dollars purchasing and installing solar photovoltaic systems based on reliance on Defendants' promise to provide certain rebates, discounts and rates which would, over time, cover the substantial initial expenditures of procuring a solar power system. Instead, Plaintiffs and class members were misled and now have expensive solar power systems that do not provide the promised rebates, discounts and rates misrepresented by Defendants and which cannot cover their own costs in any reasonable amount of time.

CLASS ALLEGATIONS

37. Plaintiffs bring this action pursuant to NRCP 23 on behalf of themselves and a class of similarly situated consumers throughout Nevada. The class Plaintiffs seek to represent is

1 comprised of and identified as follows:

2 All consumers in the state of Nevada who are interconnected net metering customers of
3 Defendants (the "Class").

4 Specifically excluded from the Class are:

5 (a) Defendants herein, officers, directors, agents and employees of

6 Defendants;

7 (b) Any federal, state or local governmental entity;

8 (c) Any person who has filed non-class legal actions against

9 Defendants herein upon claims identical or substantially similar
10 to those alleged herein; and

11 (d) Any person who has entered into a valid waiver and release of

12 legal claims against Defendants herein upon claims identical or
13 substantially similar to those alleged herein.

14 38. This class action meets the statutory prerequisites for the maintenance of a class
15 action as set forth in NRCP, Rule 23, in that:

16 39. The Class is comprised of thousands of persons, geographically dispersed and
17 located throughout Nevada such that the joinder of all persons is impracticable, and the
18 disposition of their claims in a class action forum will benefit the parties and the Court.

19 40. Defendants have acted with respect to Plaintiffs and the members of the putative
20 Class in a manner that is generally applicable to each of them. Plaintiffs are further informed
21 and believe, and based thereon allege, that there is a well-defined community of interest in the
22 questions of law and fact involved affecting all parties to be represented. Common questions of
23 law and fact predominate over questions that may affect individual members of the Class, which
24 include, without limitation, the following:

25 (a) Whether Defendants made false, misleading, deceptive, fraudulent, and/or unlawful
26 representations in their marketing, advertising, and/or sale of their services.

27 (b) Whether Defendants promised specific rebates, discounts and rates to Plaintiffs and Class
28 members for the purchase and installation of solar photovoltaic systems.

- (c) Whether Defendants made false, misleading, deceptive, fraudulent, and/or unlawful representations to the PUCN, or omitted material facts.
- (d) Whether Defendants made false representations in transactions involving solar customers and net metering rates.
- (e) Whether Defendants failed to disclose material facts to solar net metering customers.
- (f) Whether Defendants acted negligently, failing to use reasonable care, in their dealings with solar net metering customers.
- (g) Whether Defendants acted to monopolize and/or maintain a monopoly on the Nevada electricity utility market.
- (h) Whether Plaintiffs and members of the Class would have purchased and installed solar photovoltaic systems were they aware of Defendants' plans to dramatically increase costs as to solar customers and reduce the value of credits provided for electricity fed back to Defendants via net metering.
- (i) Whether Plaintiffs and members of the Class have suffered injury-in-fact and lost money as a result of their reliance on Defendants' misrepresentations.
- (j) Whether Defendants engaged in deceptive trade practices as defined by NRS 598.0915.
- (k) Whether Defendants engaged in unfair trade practices as exemplified in NRS 598A.060.
- (l) Whether Defendants' actions violated NRS 598, NRS 598A, NRS 41.600, and other causes of action as set forth below, including but not limited to the equitable theory of Unjust Enrichment.
- (m) Whether Defendants were unjustly enriched by their acts and omissions at the expense of Plaintiffs and the Class.
- (n) Whether Defendants' acts and omissions entitle Plaintiffs and the Class to treble damages, attorney's fees, prejudgment interest and cost of suit.

41. The claims of Plaintiffs are typical of the claims of the respective Class in that each elected to purchase and install Solar Photovoltaic System's in order to take advantage of Defendants' promises of rebates, discounts and rates for solar customers. The claims of Plaintiffs and the respective Class are based on the same legal theories and arise from the same actionable

1 conduct, resulting in the same injury to Plaintiffs and the respective Class. The class action is the
2 best available method for the efficient adjudication of this litigation because individual litigation
3 of Class claims would be impracticable and individual litigation would be unduly burdensome to
4 the courts. Plaintiffs and members of the Class have suffered irreparable harm as a result of
5 Defendants' actionable conduct. Because of the size of the individual Class claims, most Class
6 members could not afford to seek legal redress for the wrongs identified in this Complaint.
7 Without the class action vehicle Defendants would be permitted to retain the proceeds of their
8 wrongful conduct. Further, individual litigation has the potential to result in inconsistent or
9 contradictory judgments. A class action in this case presents fewer management problems and
10 provides the benefits of single adjudication, economies of scale, and comprehensive supervision
11 by a single court. Absent a class action, most of the respective class members would find the cost
12 of litigating their claims to be prohibitive, and will have no effective remedy. The class treatment
13 of common questions of law and fact is also superior to multiple individual actions or piecemeal
14 litigation in that it conserves the resources of the courts and the litigants, and promotes
15 consistency and efficiency of adjudication. A class action is superior to other available methods
16 for the fair and efficient adjudication of the controversy. The litigation without a class would
17 allow litigation claims that, in view of the expense of the litigation, may be insufficient in
18 amount to support separate actions. Lastly, the prosecution of separate actions by individual
19 members of the class would create a risk of:

20 a. Inconsistent or varying adjudications with respect to individual members
21 of the respective Class which would establish incompatible standards of conduct for the
22 party opposing the respective Class; and

23 b. Adjudications with respect to individual members of the respective Class
24 which would, as a practical matter, be dispositive of the interests of the other members
25 not parties to the adjudications or substantially impair or impede their ability to protect their
26 interests.

27 42. Plaintiffs will fairly and adequately represent and protect the interest of the
28 members of the respective Class. Plaintiffs have retained counsel with experience in prosecuting

1 complex litigation. Plaintiffs and Plaintiffs' counsel are committed to vigorously prosecuting this
2 action on behalf of the other respective Class Members, and have the financial resources to do
3 so. Neither Plaintiffs nor Plaintiffs' counsel have any interest adverse to those of the other
4 respective Class Members.

5 FIRST CLAIM FOR RELIEF

6 **Nevada Deceptive Trade Practices Act Violation**

7 43. Plaintiffs and the Class Members repeat and reallege the allegations contained in
8 each and every preceding paragraph as though fully set forth herein.

9 44. This cause of action asserts claims against Defendants for violations of NRS 598
10 et seq. for deceptive trade practices as defined by NRS 598.0915 et seq.

11 45. Defendants knowingly made false or misleading statements of fact concerning the
12 price of goods or services and/or the reasons for, existence of, and amounts of price reductions.

13 46. Defendants promised certain rebates, discounts and rates for providing electricity
14 service to solar customers, as well as the rate at which electricity provided to the Defendants
15 from solar customers via net metering would be credited.

16 47. Plaintiffs and class members did in fact rely upon Defendants' misrepresentations
17 in deciding to purchase and install expensive solar panel systems upon their property, with the
18 reasonable belief and understanding that the solar panels would provide certain stated savings
19 from their electric bills, thus paying for themselves over a period of time.

20 48. In reality, Defendants intended and did work against their promises by pressuring
21 the PUCN to increase costs for solar customers and decrease the rates paid for electricity
22 generated and provided by net metering.

23 49. By engaging in deceptive trade practices, Defendants demonstrate their intent to
24 injure competitors and to destroy or substantially lessen competition.

25 50. Defendants' actions have in fact injured competitors, as solar power is no longer a
26 viable alternate source for electricity as customers using solar are charged substantially higher
27 rates than customers who do not use solar.

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54. Defendants' actions have injured Plaintiffs and class members, as they relied on the misrepresentations in deciding to purchase solar systems and are now at a loss of tens of thousands of dollars due to rate changes which inhibit customers from reducing their electric utility bills by the amounts promised and represented prior to their purchases. The costs of installing solar systems can no longer be offset in a reasonable and/or expected timeframe initially presented by Defendants' promised rebates, discounts and rates. Furthermore, numerous "green energy credits" have been rendered worthless, resulting in substantial cash losses to Plaintiffs and class members.

SECOND CLAIM FOR RELIEF

Nevada Unfair Trade Practices Act Violation

55. Plaintiffs and the Class Members repeat and reallege the allegations contained in each and every preceding paragraph as though fully set forth herein.

56. This cause of action asserts claims against Defendants for violations of NRS 598A et seq. for unfair trade practices as exemplified by NRS 598A.060.

57. Defendants engaged in conduct amounting to price fixing under the Unfair Trade Practices Act by acting to raise the cost of service charges/basic rates upwards of 40% **ONLY** for solar customers. The rate will increase by a total of over 300% by January 2020.

58. Defendants further engaged in conduct amounting to price fixing by acting to decrease the rate paid for electricity supplied to Defendants by net metering solar customers by 18%. The rate will decrease by a total of roughly 80% by January 2020.

59. Defendants also acted to monopolize and/or maintain their monopoly over the electric utility market in Nevada by weakening the solar market through unilateral price

1 increases and rate decreases for net metering, effectively eradicating solar energy as a viable
2 alternative source for the citizens of Nevada.

3 60. Plaintiffs and class members have been harmed by Defendants' actions by being
4 forced, without warning, to pay substantially higher charges than non-solar customers, and also
5 lose significant percentages of credits derived from excess electricity provided to Defendants
6 through the net metering process. Plaintiffs and class members are all poised to lose tens of
7 thousands of dollars due to the Defendants' efforts to fix prices which inhibit customers from
8 reducing their electric utility bills by the amounts promised and represented prior to their
9 purchases. The costs of installing solar systems can no longer be offset in a reasonable and/or
10 expected timeframe initially presented by Defendants' promised rebates, discounts and rates.

11 THIRD CLAIM FOR RELIEF

12 Consumer Fraud

13 61. Plaintiffs and the Class Members repeat and reallege the allegations contained in
14 each and every preceding paragraph as though fully set forth herein.

15 62. Pursuant to NRS 41.600(2)(e), NRS 598.0915, and NRS 598.0923 and common
16 law, as herein alleged, Defendants knowingly engaged in wrongful, fraudulent, and deceptive
17 trade practices in violation of the Nevada Deceptive Trade Practices Act by knowingly engaging
18 in certain prohibited and/or fraudulent conduct, including but not limited to:

- 19 a. Engaging in a deceptive trade practice as defined in NRS 598.0915 to
20 598.0923, inclusive. [See NRS 41.600(2)(e)]
- 21 b. Making false or misleading statements including statements concerning the
22 price of goods or services, or the reason for, existence of, and amount of price
23 reductions. [NRS 598.0915(13,15)]
- 24 c. Failing to disclose a material fact in connection with the sale of goods or
25 services. [NRS 598.0923(2)]

26 63. As a direct and proximate cause of Defendants' consumer fraud, as herein
27 alleged, Plaintiffs and the class have been damaged.

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64. As a direct and proximate cause of the Defendants' engagement in deceptive trade practices to defraud the Plaintiffs and the Class as herein alleged, Plaintiffs and the Class have been damaged, and said Defendants have acted willfully, intentionally, maliciously and fraudulently, with intent to deceive and defraud the Plaintiffs and the Class with great recklessness and carelessness in total disregard of the consequences of their intentional actions upon Plaintiffs and the class, thereby entitling Plaintiffs and the Class to an additional award of damages in the nature of punitive and/or exemplary damages in a sum subject to proof at time of trial.

FOURTH CLAIM FOR RELIEF

Negligence

65. Plaintiffs and the Class Members repeat and reallege the allegations contained in each and every preceding paragraph as though fully set forth herein.

66. Defendants had a duty to conform to a standard of conduct, including but not limited to treating customers fairly, following state laws, and dealing with the public and customers truthfully.

67. Defendants breached their duty by engaging in deceptive and unfair trade practices in direct violation of Nevada laws. [See NRS 598 et seq. and NRS 598A et seq.] Defendants failed to act reasonably.

68. As a direct and proximate cause of Defendants' negligence, Plaintiffs and the class have suffered economic damages.

69. Plaintiffs and the class members each spent tens of thousands of dollars on purchasing and installing solar panels in reliance on the Defendants' misrepresentations.

70. Furthermore, Plaintiffs and class members have cash losses relating to "green energy credits" that Defendant NV Energy refused to buy, even after contracting with customers whereby customers were forbidden from selling the credits to any other buyer.

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FIFTH CLAIM FOR RELIEF

Unjust Enrichment and Disgorgement of Profits

71. Plaintiffs and the Class Members repeat and reallege the allegations contained in each and every preceding paragraph as though fully set forth herein.

72. By virtue of their conduct described above, Defendants have been unjustly enriched, at the expense of and to the detriment of Plaintiffs and the Class Members.

73. As a direct and proximate result of Defendants' unjust enrichment, Plaintiffs and the Class Members suffered damages well in excess of \$75,000.00.

74. Plaintiffs and the Class Members have been required to retain attorneys to bring this action, and, as a direct, natural, and foreseeable consequence thereof, have been damaged thereby. Plaintiffs and the Class Members are therefore entitled to recover their reasonable attorneys' fees and costs of suit.

WHEREFORE, Plaintiffs and the Class Members demand the following relief:

1. That the Court enter an order certifying the Class and appointing Plaintiffs as the representatives of the Class, and appointing counsel for Plaintiffs as lead counsel for the Class;

2. That the Court enter judgment against Defendants and each of them for damages caused by their conduct, and if their conduct is proved willful, award Plaintiff and the Class punitive/exemplary damages;

3. That the Court award all relief available pursuant to NRS 598, 41.600, and 598A;

4. That the Court award Plaintiffs and the Class pre-judgment and post judgment interest;

5. That the Court establish a constructive trust based on Defendants' unjust enrichment, from which Plaintiffs and the Class Members may seek restitution and a disgorgement of profits;

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1 6. That the Court award Plaintiffs and the respective Class their costs and expenses
2 as well as reasonable attorneys' fees in prosecuting this action; and

3 7. That the Court award such other and further relief as may be necessary or
4 appropriate.

5 Dated this 12th day of January, 2016.

6 JOLLEY URGALITTLE

7
8
9 By:

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22 *Attorneys for Plaintiffs*

23 DISTRICT COURT

24 CLARK COUNTY, NEVADA

25 JOHN BAMFORTH and STANLEY SCHONE,
26 individually and on behalf of all persons
27 similarly situated;

28 Plaintiffs,

vs.

NEVADA POWER COMPANY d/b/a NV
ENERGY, INC., a Nevada corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.

DEPT. NO.

INITIAL APPEARANCE FEE
DISCLOSURE (NRS CHAPTER 19)

(CLASS ACTION)

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Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

John Bamforth \$270.00

Stanley Schone \$30.00

TOTAL REMITTED: \$300.00

DATED this 12th day of January, 2016.

JOLLEY URGALITTLE & WOODBURY & LITTLE

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