

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

<p>JARRETT JENKINS, EMMOT STEELE, FRANCES ROYAL, DANAI EWAN, and CHARMAINE WHYTE on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">- against -</p> <p>NATIONAL GRID USA SERVICE COMPANY, INC., KEYSPAN GAS EAST CORPORATION, NIAGARA MOHAWK POWER CORPORATION, AND THE BROOKLYN UNION GAS COMPANY,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. 15-cv-1219</p> <p>Hon. Joanna Seybert, U.S.D.J. Hon. Gary R. Brown, U.S.M.J.</p> <p>JURY TRIAL DEMANDED</p>
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THIRD AMENDED CLASS ACTION COMPLAINT

Plaintiffs Jarrett Jenkins, Emmot Steele, Frances Royal, Danai Ewan, and Charmaine Whyte (collectively “Plaintiffs”), by and through their counsel, on behalf of themselves and the Classes defined herein, plead this Third Amended Class Action Complaint based upon personal knowledge as to Plaintiffs’ own acts, and upon information and belief as to all other matters based upon the investigations conducted by and through Plaintiffs’ attorneys, against Defendants National Grid USA Service Company, Inc., Keyspan Gas East Corporation, Niagara Mohawk Power Corporation, The Brooklyn Union Gas Company, and their subsidiaries operating in the United States (collectively “National Grid” or “Defendants”). *See* Exhibit 1 annexed hereto.¹

NATURE OF THE ACTION

¹ Since the filing of the original pleading in this matter, the Court has dismissed some of the named Defendants and claims under New York General Business Law § 399-p. Plaintiffs have removed allegations relating to the dismissed Defendants and claims, but reserve and do not waive or abandon their right to appeal their dismissals upon the entry of final judgment.

1. Plaintiffs bring this action on behalf of themselves and Classes of customers who received calls to their cellular telephone numbers without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. §227 *et seq.*, and the Federal Communication Commission rules promulgated thereunder, 47 C.F.R. §64.1200 (hereinafter referred to as the “TCPA”). Defendants and their agent debt collectors and other agents used automated telephone dialing systems and/or automated or prerecorded voice to call Class members’ cellular telephone numbers. That conduct violates the TCPA.

2. Defendants are directly liable under the TCPA for all calls made by them or their affiliates for violations of 15 U.S.C. §227(a) and applicable regulations made in this action.

3. Defendants are also vicariously and/or jointly liable under the TCPA for all calls made on behalf of Defendants for violations of 15 U.S.C. §227(a) and applicable regulations made in this action, including calls made by debt collectors and third parties who served as Defendants’ express or implied agents and/or whose conduct was ratified by Defendants.

4. Defendants authorized their agent debt collectors to recover debts on their behalf. For example, non-party debt collector Mercantile Adjustment Bureau, LLC wrote to Plaintiff Royal as follows: “Mercantile Adjustment Bureau, LLC has received authorization from NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID, to initiate collection efforts to recover the total amount due as noted above.” After sending that letter, Mercantile Adjustment Bureau made telephone calls to Plaintiff Royal on behalf of Defendants and Niagara Mohawk Power Corporation. Non-party debt collector RUI Credit Services similarly wrote to Plaintiff Ewan: “We have been informed by our client, NATIONAL GRID, that you presently have a delinquent balance on your account which is referenced above. RUI Credit Services has been asked to contact you to resolve this matter. . . . This is an attempt to

collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.”

5. Defendants acted in concert with their debt collectors and other agents retained to make calls to Plaintiffs and Class members that violated 15 U.S.C. §227(a).

6. The following debt collectors served as Defendants’ agents pursuant to form contracts during the Class Periods for the TCPA claims alleged herein: 1) NCO Financial Systems, Inc.; 2) Mercantile Adjustment Bureau, LLC; 3) Allied Account Services; 4) Credit Protection Association, L.P.; 5) Rochester Credit Center, Inc. d/b/a The Credit Bureau / NACM New York; 6) Collecto, Inc. d/b/a EOS CCA; 7) I.C. System, Inc.; 8) NRA Group a/k/a National Recovery Agency, Inc.; 9) Penn Credit Corporation; 10) RUI a/k/a Recovery’s Unlimited East, Inc.; 11) Solomon and Solomon, P.C.; 12) Associated Credit Services, Inc; 13) Stevens Business Service, Inc.; and 14) Transworld Systems, Inc.

7. Defendants directed their debt collectors and other agents to make “outbound call[s]” to their utility customers. “Outbound call messaging is outsourced and performed by third parties under contract with [the] Companies [*i.e.* National Grid Companies].” NGDEFENDANTS 0000109 - 0000110.

8. Plaintiffs and members of the National Grid Direct-Dialed Class and National Grid Agent-Dialed Class were injured as a direct and proximate result of Defendants’ and their agents’ TCPA violations.

9. Plaintiffs bring this action for injunctive relief and statutory damages resulting from Defendants’ illegal actions and to permanently enjoin Defendants’ violations of the TCPA.

10. Because Defendants’ unlawful acts were and are knowing and willful, Plaintiffs and the Classes are entitled to additional remedies and damages under the TCPA.

THE PARTIES

11. Plaintiff Jarrett Jenkins is a resident of West Hempstead, New York, located in Nassau County.

12. Plaintiff Emmot Steele is a resident of Edgemere, New York, located in Queens County.

13. Plaintiff Frances Royal is a resident of Schenectady, New York, located in Schenectady County.

14. Plaintiff Danai Ewan is a resident of Brooklyn, New York, located in Kings County.

15. Plaintiff Charmaine Whyte is a resident of Brooklyn, New York, located in Kings County.

16. Defendants collectively do business under the trade name “National Grid” providing natural gas and electricity services to customers in New York and New England.

17. According to Defendants’ United States website, National Grid is “an international electricity and gas company based in the UK and northeastern US ... [that] play[s] a vital role in connecting millions of people safely, reliably and efficiently to the energy they use.” Source: <http://www2.nationalgrid.com/about-us/> (last visited May 5, 2016).

18. Defendants collectively represent themselves as doing business as a single, cohesive and unified business providing generation, transmission and distribution of electricity and/or gas utility services to customers in New York and New England under the trade name “National Grid.”

19. On February 18, 2014, Defendants filed a petition (the “2014 National Grid Petition”) with the Federal Communications Commission (“FCC”). In that petition, Defendants

requested permission to identify themselves to their customers uniformly as “National Grid” and represented that they operate as a single utility company, regardless of any historical trade names or corporate formations:

I. Factual Background. National Grid is a public company traded on the London Stock Exchange (NG) and the New York Stock Exchange (NGG). It is an electricity and gas company providing service to more than seven million gas and electric customers in the northeast U.S. National Grid delivers electricity to approximately 3.3 million customers in Massachusetts, New York and Rhode Island. National Grid also owns over 4,000 megawatts of contracted electricity generation, providing power to over one million Long Island Power Authority (LIPA) customers. It is also the largest distributor of natural gas in northeastern U.S., serving approximately 3.4 million customers in New York, Massachusetts, and Rhode Island.

All of these services are provided under the National Grid name. Marketing is conducted under this name and bills are sent under the National Grid name. Its service trucks bear the National Grid name. It also maintains its website under the National Grid name. In short, regardless of the technical legal corporate name of the company involved, customers identify their electric and gas service as coming from National Grid.

National Grid operates both gas and electric utilities and has retained certain historical legacy corporate names^[fn] that are specific to those utility services and the geographic regions they serve. Retaining these names is important as it facilitates the company’s compliance with regulatory obligations specific to gas and electric utilities regulated by different state and federal governmental authorities. Transitioning all services to the corporate name of “National Grid” would be enormously confusing from an internal perspective due to differing utility regulation for gas and electric in the states that National Grid operates. Therefore, National Grid retains the legacy names for these “background” utility-regulation purposes, but uses the National Grid d/b/a name for all public-facing purposes - including marketing, billing, and service matters. ***The National Grid name is the only name used for customer interaction. Within the corporate structure, the legacy regulated retail companies are all wholly-owned subsidiaries of National Grid USA, Inc.***

[FN] The legacy regulated retail companies are Massachusetts Electric Company, Nantucket Electric Company, Colonial Gas Company, and Boston Gas Company in Massachusetts; Niagara Mohawk Power Corporation, The Brooklyn Union Gas Company, and Keyspan Gas East Corporation in New York; and The Narragansett Electric Company in Rhode Island.

(emphasis added).

20. The 2014 National Grid Petition further stated:

In National Grid's specific situation, customers will be able to identify the caller more easily if the caller is identified by its registered d/b/a name. National Grid uses the "National Grid" name for customer service purposes, billing, and marketing. The service trucks that customers see operating in the area have "National Grid" logos. Thus, "National Grid" is the name that its customers are familiar with and associate with their service provider. Placing calls from "Boston Gas" or "Nantucket Electric Company" will be confusing to customers who are unfamiliar with these corporate entities and do not understand the legal relationship between these entities and National Grid.

21. Defendants state on their United States website:

National Grid (LSE: NG; NYSE: NGG) is an electricity and gas company that connects consumers to energy sources through its networks. ... In the northeast US, we connect more than seven million gas and electric customers to vital energy sources, essential for our modern lifestyles. ... National Grid delivers electricity to approximately 3.4 million customers in Massachusetts, New York and Rhode Island. We own over 4,000 megawatts of contracted electricity generation, providing power to over one million LIPA customers. We are the largest distributor of natural gas in the northeast US, serving approximately 3.6 million customers in New York, Massachusetts and Rhode Island.

Source: <http://www2.nationalgrid.com/about-us/what-we-do/> (last visited May 5, 2016).

22. Keyspan Gas East Corporation is organized as a domestic New York corporation, which maintains its principle office at 175 East Old Country Road, Hicksville, New York. Keyspan Gas East Corporation is a distributor of natural gas in New York and operates as National Grid. Keyspan Gas East Corporation is liable for telephone calls made by it or on its behalf by Defendants' express or implied agents to Plaintiffs' and Class members' cellular telephone numbers in violation of the TCPA.

23. The Brooklyn Union Gas Company is organized as a domestic New York corporation, which maintains its principal office at One Metrotech Center, Brooklyn, New York. The Brooklyn Union Gas Company is a distributor of natural gas in New York and

operates as National Grid. The Brooklyn Union Gas Company is liable for telephone calls made by it or on its behalf by Defendants' express or implied agents to Plaintiffs' and Class members' cellular telephone numbers in violation of the TCPA.

24. Niagara Mohawk Power Corporation is organized as a domestic New York corporation, which maintains its principal office at 300 Erie Boulevard West, Syracuse, New York. Niagara Mohawk Power Corporation is a distributor of electricity and natural gas in New York and operates as National Grid. Niagara Mohawk Power Corporation is liable for telephone calls made by it or on its behalf by Defendants' express or implied agents to Plaintiffs' and Class members' cellular telephone numbers in violation of the TCPA.

25. National Grid USA Service Company, Inc., is organized under the laws of Massachusetts. National Grid USA Service Company, Inc. is authorized with the New York Secretary of State to do business in New York and maintains offices in New York. As described in a Service Agreement between National Grid USA Service Company, Inc. and EnergyNorth Natural Gas, Inc., dated April 1, 2009, National Grid USA Service Company, Inc., "is a company engaged primarily in the rendering of services to companies in the National Grid USA holding company system." As provided in Schedule I of that Service Agreement, the services provided by National Grid USA Service Company, Inc. to its National Grid affiliates include accounting, auditing, construction, corporate record keeping, customer services, emergency services, employee relations, engineering, executive and administrative services, information systems, insurance, intellectual property, property acquisition and management, power supply, public information and relations, purchasing and storage, rate review and analysis, regulation handling, regulation analysis, preparation of applications and registrations, establishing procedures and standards, tax preparation and services and treasury and statistical

services. National Grid USA Service Company, Inc. is liable for telephone calls made by it or on its behalf by Defendants' express or implied agents to Plaintiffs' and Class members' cellular telephone numbers in violation of the TCPA.

SUBJECT MATTER JURISDICTION

26. Plaintiffs invoke the subject matter jurisdiction of this Court pursuant to 28 U.S.C. §1331, which confers original jurisdiction upon this Court for all civil actions arising under the laws of the United States, and pursuant to 47 U.S.C. §227(b)(3)).

27. This matter in controversy exceeds \$5,000,000.00, as each member of the proposed Classes is entitled to up to \$1,500.00 in statutory damages for each call that has violated the TCPA. Further, Plaintiffs allege Classes that will result in at least one Class member belonging to a different state. Therefore, the elements of subject matter jurisdiction pursuant to 28 U.S.C. §1332(d) and the Class Action Fairness Act ("CAFA") are present.

PERSONAL JURISDICTION

28. This Court possesses specific personal jurisdiction over all Defendants pursuant to New York Civil Practice Law and Rules 302(a) and federal constitutional due process.

29. This Court possesses general personal jurisdiction over all Defendants pursuant to New York Civil Practice Law and Rules 301 and federal constitutional due process.

30. All Defendants have sufficient minimum contacts with New York and this District, have purposefully availed themselves to doing business in New York and this District, and possess such a significant and continuous presence in New York and this District such as to be considered at home for the purposes of establishing personal jurisdiction.

31. In addition, Plaintiffs' and the Class members' injuries alleged in this action arise from Defendants' business of providing utility services or services related to those utility

services in New York, and result from Defendants' tortious conduct in violation of the TCPA within New York and directing their conduct to having intended effects within New York.

VENUE

32. Venue is proper in this District under 28 U.S.C. §1391.

THE TELEPHONE CONSUMER PROTECTION ACT

33. In 1991, Congress enacted the TCPA,² in response to a growing number of consumer complaints regarding certain telemarketing practices.

34. The TCPA regulates, among other things, the use of automated telephone equipment, or "autodialers." Specifically, the plain language of TCPA Section 227(b)(1)(A)(iii) prohibits the use of autodialers to make any call to a wireless number in the absence of an emergency or the prior express consent of the called party.³

35. According to findings by the FCC, the agency Congress vested with authority to issue regulations implementing the TCPA, such calls are prohibited because, as Congress found, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls, and such calls can be costly and inconvenient. The FCC also explicitly recognized that wireless customers are charged for incoming calls whether they pay in advance or after the minutes are used.⁴

36. On January 4, 2008, the FCC released a Declaratory Ruling wherein it confirmed

² Telephone Consumer Protection Act of 1991, Pub. L. No. 102-243, 105 Stat. 2394 (1991), codified at 47 U.S.C. §227). The TCPA amended Title II of the Communications Act of 1934, 47 U.S.C. §201 *et seq.*

³ 47 U.S.C. § 227(b)(1)(A)(iii).

⁴ *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, CG Docket No. 02-278, Report and Order, 18 FCC Rcd 14014 (2003).

that autodialed and prerecorded message calls to a wireless number by a creditor (or on behalf of a creditor) are permitted only if the calls are made with the “prior express consent” of the called party.⁵ The FCC “emphasize[d] that prior express consent is deemed to be granted only if the wireless number was provided by the consumer to the creditor, and that such number was provided during the transaction that resulted in the debt owed.”⁶

37. In the same 2008 Declaratory Ruling, the FCC emphasized that creditors and their third party debt collectors may be held liable under the TCPA for debt collection calls: “A creditor on whose behalf an autodialed or prerecorded message call is made to a wireless number bears the responsibility for any violation of the Commission’s rules. Calls placed by a third party collector on behalf of that creditor are treated as if the creditor itself placed the call. . . . A third party collector may also be liable for a violation of the Commission’s rules.”

38. In a 2013 Declaratory Ruling, the FCC reiterated that creditors and sellers acting as principals are vicariously and jointly liable for violations of the TCPA made by agents of the creditor or seller, regardless of whether the agency is express or implied, and including when agents are vested with apparent authority or when the creditor ratifies the agents’ illegal acts.⁷ The *Dish Network* ruling provides that, “vicarious seller liability under federal common law agency principles is also available for violations of section 227(b).”⁸ It adds that “allowing the

⁵ *In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991* (“2008 FCC Declaratory Ruling”), 23 F.C.C.R. 559, 23 FCC Rcd. 559, 43 Communications Reg. (P&F) 877, 2008 WL 65485 (F.C.C.) (2008).

⁶ 2008 FCC Declaratory Ruling, 23 F.C.C.R. at 564-65 (¶10).

⁷ *In re Joint Petition filed by Dish Network, LLC*, (“Dish Network”), 28 F.C.C.R. 6574, 6593 ¶¶ 1, 24, 28, 33-48 (2013).

⁸ *Id.* ¶ 33; *see also id.* ¶ 28 (“[A] seller may be liable for violations by its representatives under a broad range of agency principles, including not only formal agency, but also principles of apparent authority and ratification.”); *Campbell-Ewald Co. v. Gomez*, 136 S. Ct. 663, 674 (2016) (“[The Federal Communications Commission has ruled that, under federal common-law

seller to avoid potential liability by outsourcing its telemarketing activities to unsupervised third parties would leave consumers in many cases without an effective remedy for telemarketing intrusions.”⁹

39. This Court held that the *Dish Network* Ruling “makes clear that the 2008 FCC Order illustrates vicarious liability” for a creditor who retains the agency services of a debt collector or other third party that violates the TCPA. Doc. No. 152 at 21.

STATEMENT OF FACTS

40. Defendants Keyspan Gas East Corporation, The Brooklyn Union Gas Company and Niagara Mohawk Power Corporation are utility providers of natural gas and electricity in the Northeastern United States, each operating under the trade name National Grid. During the Class Periods, those Defendants provided gas or electricity to customers in New York and New England. Defendant National Grid USA Service Corporation provides shared services to the various National Grid companies in New York and New England, including coordination, supervision and operation of internal and external debt collection, first-party and third-party debt collector agency relationships and outbound dialing for debt collection and telemarketing.

41. Defendants or others operating on their behalf place telephone calls to consumers using autodialers and/or leave prerecorded telephone messages for their customers residing in the United States who allegedly owe monies for utility services.

42. To make these telephone calls, Defendants employ automatic telephone dialing systems and artificial or prerecorded voices to call Class members’ cellular telephone numbers.

43. Defendants concede the practice. In the 2014 National Grid Petition, Defendants

principles of agency, there is vicarious liability for TCPA violations.”) (citing *Dish Network*).
⁹ *Dish Network*, ¶ 37.

admitted to the FCC that they routinely use “prerecorded calls” as a means of communicating with their customers. Feb. 18, 2014 Petition at 4. The 2014 National Grid Petition states: “These prerecorded calls are an important tool that National Grid used to keep its customers informed of service issues on a timely basis.” The same 2014 National Grid Petition concedes that many of the prerecorded calls are made to Defendants’ customers’ cellular telephones.

44. Defendants also conceded that they use prerecorded messages in a submission to the FCC on March 26, 2015, after this action was filed. In that submission, Defendants additionally admitted to using prerecorded calls as means to collect “overdue bills” and that their communications “can include prerecorded and autodialed calls.” March 26, 2015 Submission at 3, 4. That FCC submission concedes that many of the prerecorded calls are made to Defendants’ customers’ cellular telephones.

45. Defendants require their debt collectors to sign a form “Collection Agency Account Collection Agreement” prepared by Defendants. The “Scope of Work” appendix to that form agreement states that Defendants cause an “outbound call” to be made to “customers with delinquent accounts[.]” NGDEFENDANTS 0000109 – 0000110.¹⁰ “Outbound call messaging is outsourced and performed by third parties under contract with [the] Companies [*i.e.* National Grid Companies].” *Id.*

46. Defendants jointly retain debt collectors to make calls on behalf of Defendants to collect debts allegedly owed by Defendants’ utility customers.

¹⁰ NGDEFENDANTS 0000082 – 134 is the *Collection Agency Account Collection Agreement* and Appendices between National Grid USA Service Company, Inc. and its defined “Affiliates” and debt collector Credit Protection Association, L.P. The “Affiliates” are defined to include Defendants Niagara Mohawk Power Corporation, KeySpan Gas East Corporation d/b/a National Grid, and The Brooklyn Union Gas Company. See NGDEFENDANTS 0000082, 0000103-04.

47. Defendants' debt collectors also use automatic telephone dialing systems and artificial or prerecorded voices to call Class members' cellular telephone numbers.

48. Under the TCPA and pursuant to the FCC's January 2008 Declaratory Ruling, the burden is on Defendants to demonstrate that Plaintiffs and Class Members provided express consent within the meaning of the statute.¹¹

49. Neither Plaintiffs nor the other members of the Classes provided their prior express consent during the transaction that resulted in the claimed debt owed to permit Defendants or others operating on their behalf to make automated telephone calls to Plaintiffs' or Class members' cellular telephone numbers.

50. Defendants' and their debt collectors' and other agents' calls to Plaintiffs' and Class members' cellular phones were not "for emergency purposes" as described in 47 U.S.C. §227(b)(1)(A).

National Grid Retains and Controls Debt Collectors and other Third Parties as Express and Implied Agents to Call Class Members' Cellular Telephones

51. Prior to sending a customer's account to a third-party debt collector, Defendants' internal Collection Department retains and directs a third party under Defendants' control to make an outbound call to customer. NGDEFENDANTS 0000109 - 0000110 (quoted above).

52. Defendants also retain debt collectors as their express and implied agents to call customers cellular telephones in violation of the TCPA. Defendants ratify the acts of their agent debt collectors.

53. The following debt collectors have served as Defendants' agents during the Class Periods for the TCPA violations claimed in this Complaint: 1) NCO Financial Services, Inc.; 2)

¹¹ See 2008 FCC Declaratory Ruling, 23 F.C.C.R. at 565 (¶10).

Mercantile Adjustment Bureau, LLC; 3) Allied Account Services; 4) Credit Protection Association, L.P.; 5) Rochester Credit Center, Inc. d/b/a The Credit Bureau / NACM New York; 6) Collecto, Inc. d/b/a EOS CCA; 7) I.C. System, Inc.; 8) NRA Group a/k/a National Recovery Agency, Inc.; 9) Penn Credit Corporation; 10) RUI a/k/a Recovery's Unlimited East, Inc.; 11) Solomon and Solomon, P.C.; 12) Associated Credit Services, Inc; 13) Stevens Business Service, Inc.; and 14) Transworld Systems, Inc. Each executed a substantially similar *Collection Agency Account Collection Agreement* with Defendants.

54. Defendants drafted and required their debt collectors to sign a form *Collection Agency Account Collection Agreement*, providing that Defendants would exercise control over their debt collectors' collection activities. The *Collection Agency Account Collection Agreement* is supplemented by appendices, including an appendix styled *Scope of Work* that is prepared by National Grid.

55. The *Collection Agency Account Collection Agreement* and *Scope of Work* vest Defendants with the power to provide interim instructions to their debt collectors directing their debt collection conduct. Those interim instructions included [REDACTED]

[REDACTED]

56. The *Collection Agency Account Collection Agreement* and *Scope of Work* provide that:

- (a). National Grid exclusively determines which National Grid utility accounts are placed with their debt collectors to perform primary, secondary and tertiary collections;
- (b). Each debt collector must demonstrate that it can and will perform the debt collection services to Defendants' "satisfaction." NGDEFENDANTS 0000083;

NGDEFENDANTS 0000477;¹²

(c). National Grid requires each collector to provide weekly progress and remittance reports for all placed collection accounts. NGDEFENDANTS 0000084-86, 0000089-90, 0000119-121; NGDEFENDANTS 000477-79, 0000483-84;

(d). [REDACTED]

NGDEFENDANTS 0000084; *see also* NGDEFENDANTS 0000478;

(e.). National Grid retains the right to recall any placed collection account. NGDEFENDANTS 0000085; NGDEFENDANTS 0000478;

(f). [REDACTED]

NGDEFENDANTS 0000086; *see also* NGDEFENDANTS 0000479;

(g). National Grid has the right to demand an “Inspection” of any debt collector “to inspect the performance of the Collection Services” unless the collector can demonstrate to National Grid that “the Collection Services are in compliance with the Collection Agreement.” NGDEFENDANTS 0000092; NGDEFENDANTS 0000486;

(h). National Grid requires the debt collectors to obtain, at its own cost, a collection

¹² NGDEFENDANTS 0000475 – 497 is the *Collection Agency Account Collection Agreement* between 1. Niagara Mohawk Power Corporation; 2. Massachusetts Electric Company d/b/a National Grid; 3. The Narragansett Electric Company; 4. Granite State Electric Company; 5. Nantucket Electric Company; 6. KeySpan Gas East Corporation; 7. Boston Gas Company; 8. Essex Gas Company; 9. Colonial Gas Company; 10. The Brooklyn Union Gas Company; and 11. Energy North Natural Gas, Inc. as “D/B/A’s of National Grid” and NCO Financial Systems, Inc. *See* NGDEFENDANTS 0000475. Defendants produced this *Collection Agency Account Collection Agreement* without the referenced appendices.

bond. NGDEFENDANTS 0000092; NGDEFENDANTS 0000486;

(i). National Grid requires the debt collectors to obtain, at its own cost, liability insurance. NGDEFENDANTS 0000095-96; NGDEFENDANTS 0000489-90; and

(j). Any debt collector retained by National Grid can “be terminated by Company in their sole and exclusive discretion, with or without reason or cause.” NGDEFENDANTS 0000098; *see also* NGDEFENDANTS 0000492.

57. Further, Defendants control how their debt collectors perform their collection services, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NGDEFENDANTS 0000116-17.

58. Defendants further control the activities of their debt collectors through the implementation of “Minimum Work Requirements” stated in the *Scope of Work*:

3.19 Minimum Work Requirements

[REDACTED]

must be sent and the first call must be made within the first five (5) days of the

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NGDEFENDANTS 0000133-34.¹³

59. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

¹³ See also *Dish Network*, ¶ 27 (“And one can imagine a circumstance in which a seller is so involved in the placing of a specific telephone call as to be directly liable for initiating it – by giving the third party specific and comprehensive instructions as to timing and the manner of the call, for example.”).

[REDACTED]

NGDEFENDANTS 0000115 (emphasis added).

60. In addition to retaining their debt collectors as express and implied agents, Defendants vest their debt collectors with apparent authority. They do so by permitting their debt collectors to represent to consumers in letters and during telephone calls that the debt collectors are authorized to act on Defendants' behalf.

61. Demonstrating the express, implied and apparent authority granted by Defendants to their debt collectors, on June 15, 2015, "National Grid" mailed a letter to Plaintiff Royal advising her that "[f]ailure to pay an outstanding balance ... could include referral to an outside collection agency" for debt collection. *See* Exhibit 5 annexed hereto. As represented to her by National Grid, Plaintiff Royal received a letter dated June 20, 2015 from Mercantile Adjustment Bureau, LLC, serving as one of Defendants' agent debt collectors. That June 20, 2015 letter states: "Mercantile Adjustment Bureau, LLC has received authorization from NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID, to initiate collection efforts to recover the total amount due as noted above." *See* Exhibit 6 annexed hereto.

62. The joint nature of collections performed in concert by Defendants and their debt collectors is memorialized in the *Scope of Work*: "The provision of a team comprised of senior representatives of Companies and Agency who will meet on a regular basis and/or as required with the purpose of agreeing and implementing joint strategies for the continuous improvements of the collection Service, review progress and address any issues." NGDEFENDANTS 0000133.

63. Defendants ratify their agent debt collectors' actions by knowingly accepting the benefits of their conduct (*i.e.*, by accepting and retaining monies collected by their debt collectors from Class members). The transfer of funds collected by the debt collectors on Defendants' behalf is mandated by the form *Collection Agency Account Collection Agreement*: "Agency shall, on the first work day of each week, remit to Affiliates by Agency check all monies received during the previous week, less any Rate Commissions due and owing to Agency in accordance with Article 4, 'Compensation' and Appendix A Scope of Work Sections 11.6 and 12.0." NGDEFENDANTS 0000484.

TELEPHONE CALLS TO PLAINTIFF JENKINS' CELLULAR TELEPHONE NUMBER

64. Defendants contracted with debt collectors to contact Defendants' customers, each of which was Defendants' express or implied agents.

65. Debt collector NCO Financial Systems, Inc. ("NCOF") made calls to Plaintiff Jenkins' cellular telephone number in New York that is the subject of this action.

66. Plaintiff Jenkins did not provide Defendants or NCOF with his prior express consent to call his cellular telephone number utilizing an "artificial or prerecorded voice" or placed by an "automatic telephone dialing system," within the meaning of 47 U.S.C. §227(b)(1)(A).

67. Nevertheless, non-party debt collector NCOF, acting as Defendants' and The Brooklyn Union Gas Company's and Keyspan Gas East Corporation's agent, called Plaintiff Jenkins' cellular telephone number approximately 215 times on behalf of Defendants and The Brooklyn Union Gas Company and Keyspan Gas East Corporation, including calls on the following dates: March 7, 2011, March 8, 2011, March 9, 2011, March 10, 2011 March 11, 2011 March 12, 2011, March 30, 2011 (twice), April 8, 2011 (three times), April 12, 2011

(twice), April 20, 2011 (six times), April 29, 2011 (twice), June 22, 2011 (twice), June 28, 2011 (twice), July 5, 2011, July 15, 2011 (twice), July 21, 2011 (twice), July 25, 2011 (twice), August 19, 2011, August 24, 2011, August 30, 2011 (twice), September 9, 2011 (twice), September 12, 2011 (twice), September 13, 2011 and September 16, 2011. *See* Exhibits 3 and 4 annexed hereto.

68. Prior to calling Plaintiff Jenkins' cellular telephone for Defendants, NCOF had obtained Plaintiff Jenkins' cellular telephone number in connection with debt collection performed by NCOF for another NCOF client.

69. Records and discovery produced by NCOF confirm that NCOF made the telephone calls to Plaintiff Jenkins' cellular telephone number on the dates identified in the preceding Paragraph using an automatic telephone dialing system and/or an artificial or prerecorded voice. *See* Exhibit 3 and 4 annexed hereto.

70. Plaintiff Jenkins owned the cellular telephone number called by NCOF through September 2011. On or about September 8, 2011, the cellular account related to Plaintiff Jenkins' cellular telephone number was transferred to Tate LLC. Plaintiff Jenkins is the sole member of Tate LLC and user of the cellular telephone number registered to Tate LLC.

71. NCOF frequently leaves messages on consumers' telephones using prerecorded voice messages. *See Marisco v. NCO Fin. Sys.*, 946 F. Supp. 2d 287, 289 (E.D.N.Y. 2013); *Santino v. NCO Fin. Sys.*, 2011 U.S. Dist. LEXIS 18185, at *9 (W.D.N.Y. Feb. 23, 2011).

72. Records and discovery produced by NCOF confirm that NCOF called Plaintiff Jenkins' cellular telephone to collect two alleged debts owed to National Grid.

73. NCOF was retained by Defendants to engage in debt collection.

74. NCOF made all calls to Plaintiff Jenkins cellular telephone number after the

closure of his subject National Grid account(s) in or about 2008.

75. NCOF's computer files pertaining to its efforts to collect alleged debts for Defendants and The Brooklyn Union Gas Company and Keyspan Gas East Corporation from Plaintiff are annexed hereto as Exhibits 3 and 4 (highlighting added; social security number redacted).

76. NCOF used an automatic telephone dialing system when it called Plaintiff Jenkins' cellular telephone number. The hardware and software used by NCOF has the capacity to generate and store random numbers, or receive and store lists of telephone numbers, and to dial those numbers, en masse, in an automated fashion without human intervention. NCOF's automated telephone dialing equipment also is, or includes features substantially similar to, a predictive dialer, meaning that it is capable of making numerous phone calls simultaneously and automatically connecting answered calls to available telemarketers and disconnecting the rest.

77. NCOF's computer files annexed hereto as Exhibits 3 and 4 indicate calls made by NCOF's automatic telephone dialing systems by the designations "VOX," "ASP" and "T1." Additional calls made by NCOF to Plaintiff Jenkins' cellular telephone using an automatic telephone dialing system are identified by the designation "IVR."

78. Charles Petro is a debt collector formerly employed by NCOF. He testified during a deposition on October 17, 2013 as follows at page 115 of the transcript:

Q. I'm sorry. So let me stop you for a second, do you know what "MN" stands for?

A. I don't know what the MN is, but I know it's -- I know it's the autodialer.

Q. And you know that because it says VOX, right?

A. I know because it's VOX.

79. NCOF's "VOX" references are to a telephone calling system termed "LiveVox,"

which has been held to be a predictive dialer and an automatic telephone dialing system for the purposes of the TCPA. *See Smith v. MarkOne Fin., LLC*, 2015 U.S. Dist. LEXIS 11803, at *9 (M.D. Fla. Feb. 2, 2015) (“As the LiveVox system automatically dials numbers from a downloaded list and predicts when a collection agent will be available to pick up the call, it is a predictive dialer and an ATDS.”); *Echevvaria v. Diversified Consultants, Inc.*, 2014 U.S. Dist. LEXIS 32136, at *16-26 (S.D.N.Y. Feb. 28, 2014) (“Rather, the evidence -- including the LiveVox Memo and Diversified’s Jamie Sullivan’s admission -- is that LiveVox is a predictive dialer that under the FCC’s rules interpreting the TCPA, is an ATDS covered by the TCPA.”); *Davis v. Diversified Consultants, Inc.*, 2014 U.S. Dist. LEXIS 87867, at *19 (D. Mass. 2014) (“In short, the LiveVox system, as utilized by defendant, was an ATDS.”); *see also Donnelly v. NCO Fin. Sys.*, 263 F.R.D. 500, 506 (N.D. Ill. 2009) (noting that NCOF produced its contract with LiveVox and the LiveVox Operations Guide in discovery).

80. NCOF’s “ASP” references are to a telephone calling system termed “Aspect,” which has been held to be a predictive dialer and an automatic telephone dialing system for the purposes of the TCPA. *See Lynn v. Monarch Recovery Mgmt.*, 953 F. Supp. 2d 612, 616 (D. Md. June 17, 2013) (“The calls were made using Aspect dialer equipment, an automatic telephone dialing system (‘ATDS’).”); *Nelson v. Santander Consumer USA, Inc.*, 931 F. Supp. 2d 919, 924 (W.D. Wis. 2013) (“In making these calls, defendant used the Aspect telephony system, a computer telephone software system that routes and places inbound and outbound calls. Aspect has the capacity to (1) store telephone numbers and then call them; and (2) perform ‘predictive dialing’ and ‘preview dialing.’”).

81. NCOF’s “IVR” references are to a telephone calling system termed “Soundbite,” which is a predictive dialer and an automatic telephone dialing system for the purposes of the

TCPA. See, e.g., *Starkey v. Firstsource Advantage*, 2010 U.S. Dist. LEXIS 60955, *3 (W.D.N.Y. Mar. 11, 2010) (“The calls from defendant to plaintiff’s cellular telephone were made via live operator and two automated dialing systems, a predictive dialer and SoundBite, used by defendant.”)

82. NCOF’s computer files annexed hereto as Exhibits 3 and 4 indicate other calls made by use of a “T1” line, which refer to automatic telephone dialing systems.

83. Upon information and belief, during the Class Period NCOF used additional predictive dialers and automatic telephone dialing systems.

84. NCOF promotes its use of an automatic telephone dialing system on its website:

NCO’s Interactive Voice Messaging (IVM) solution uses advanced technology to deliver high quality automated messaging to our clients’ customers globally. Whether the goal is to reduce inbound call volume, increase customer self-service, or connect customers to a live agent, NCO’s IVM solution enables our clients to deliver branded, repeatable, messaging to its customers while maximizing the customer experience and your revenue.

https://www.ncogroup.com/Turnkey/Communications/Interactive_Voice_Messaging.html

(last visited, February 25, 2015).

85. On information and belief, Defendants employed one or more debt collectors aside from NCOF to call Plaintiff Jenkins’ cellular telephone number.

86. Prior to receiving the calls to his cellular telephone number made by NCOF, Defendants or one of them or third-parties retained by Defendants called Plaintiff Jenkins cellular telephone number using an automatic telephone dialing system or employing a prerecorded or artificial voice.

87. Defendants are liable to Plaintiff Jenkins and the Classes he represents for violations of the TCPA.

TELEPHONE CALLS TO PLAINTIFF STEELE’S CELLULAR TELEPHONE

88. Plaintiff Steele has not provided Defendants with prior express consent to call his cellular telephone number utilizing an “artificial or prerecorded voice” or placed by an “automatic telephone dialing system,” within the meaning of 47 U.S.C. §227(b)(1)(A).

89. Nevertheless, Defendants or one of them or third-parties retained by Defendants repeatedly called Plaintiff Steele’s cellular telephone. Plaintiff Steele received repeated, harassing debt collection calls at all hours of the day. On many occasions, including on February 27, 2014 December 28, 2014, May 29, 2015, on or about May 30, 2015 and on or about June 1, 2015, at least one Defendant called Plaintiff Steele’s cellular telephone number and left a prerecorded telephone message. Because these calls were prerecorded, Plaintiff Steele could not request that the calls end or voice his complaints to a real person.

90. An automated, computer-voice prerecorded message left by Defendants or one of Defendants’ agents on Plaintiff Steele’s cellular telephone stated:

“It’s important that we speak to you within the next 24 hours. Please call us at 1-800-930-5003. Again, that’s 1-800-930-5003. Thank you. National Grid is registered on Long Island as Keyspan Gas East.”

91. Defendants employ the 1-800-930-5003 telephone number when making debt collection calls on their own behalf. That telephone number is listed in an April 15, 2010 National Grid new release, entitled: *National Grid Offers Assistance to Long Island Customers*. According to that news release, customers returning calls to 1-800-930-5003 will speak to a National Grid employee about their allegedly overdue invoices.

92. In a letter dated June 7, 2015, mailed by certified mail and received by National Grid on June 19, 2015, Plaintiff Steele directed Defendants to immediately cease making calls

to his cellular telephone number. Despite being in receipt of Plaintiff Steele's letter, on or about June 24, 2016 and June 26, 2016, Defendants called Plaintiff Steele's cellular telephone number and left additional prerecorded messages.

93. Defendants are liable to Plaintiff Steele and the Classes he represents for violations of the TCPA.

TELEPHONE CALLS TO PLAINTIFF ROYAL'S CELLULAR TELEPHONES

94. Plaintiff Royal has not provided Defendants with prior express consent to call her cellular telephone number(s) utilizing an "artificial or prerecorded voice" or placed by an "automatic telephone dialing system," within the meaning of 47 U.S.C. §227(b)(1)(A).

95. Nevertheless, beginning in or about 2011, on dates and at times known to Defendants, at least one Defendant or others acting on Defendants' behalfs called Plaintiff Royal's cellular telephone number(s) using an automatic telephone dialing system and/or left prerecorded telephone messages. To the extent these calls were prerecorded, Plaintiff Royal could not request that the calls end or voice his complaints to a real person.

96. In a letter dated June 15, 2015, Defendants and Niagara Mohawk Power Corporation advised Plaintiff Royal that her National Grid account could be referred to an outside collection agency. *See* Exhibit 5 annexed hereto. That outside collection agency was Defendants' agent Mercantile Adjustment Bureau, LLC ("Mercantile"). In a letter dated June 20, 2015, Mercantile stated it "received authorization from Niagara Mohawk Power Corporation" to engage in debt collection against Plaintiff Royal. *See* Exhibit 6 annexed hereto. Thereafter, Mercantile made telephone calls as Defendants' agent to Plaintiff Royal's cellular telephone number(s). Those calls were made using an automatic telephone dialing system and an automatic dialing-announcing device and/or left prerecorded telephone messages.

97. Defendants are liable to Plaintiff Royal and the Classes she represents for violations of the TCPA.

TELEPHONE CALLS TO PLAINTIFF EWAN'S CELLULAR TELEPHONES¹⁴

98. Plaintiff Ewan was a utility customer of Defendants for many years. She received natural gas from Defendants at an apartment located at 348 Marcus Garvey Blvd., Brooklyn, New York 11221 between 2007 and 2010, and at an apartment located at 1576 Saint Johns Place, Brooklyn, New York between 2010 and 2017.

99. Defendants or Defendants' agents called at least three of Plaintiff Ewan's cell phones between March 9, 2011 and the present. These cell phones were registered to phone numbers ending in the following four digits, respectively: 9553, 7312, and 3500. Plaintiff Ewan used the phone number ending 9553 between 2005 and some time before the end of 2011. She used the phone number ending in 7312 between 2012 and 2016. She used the phone number ending in 3500 between August 19, 2016 and September 13, 2017.¹⁵

100. Plaintiff Ewan's service with Defendants for her apartment at 348 Marcus Garvey Blvd was terminated in or around 2010. After Plaintiff Ewan's service with Defendants for this address was terminated, Defendants referred Plaintiff Ewan's account for this apartment to one of its debt collectors, NRA. NRA then placed multiple calls using an ATDS to at least one of Plaintiff Ewan's cell phones. Specifically:

¹⁴ Since the filing of Plaintiffs' joinder motion relating to Plaintiffs Ewan and Whyte, discovery concerning Plaintiffs Ewan and Whyte has revealed additional information and Plaintiffs served Defendants with interrogatory responses containing additional detail concerning Plaintiffs Ewan and Whyte. The allegations concerning Plaintiffs Ewan and Whyte have been updated to reflect information identified during the discovery process.

¹⁵ Plaintiffs have identified their telephone numbers to Defendants in advance of filing this Complaint. Only the last four digits of Plaintiffs' phone numbers are identified in this Complaint to preserve Plaintiffs' privacy.

a. In 2013, in connection with its efforts to collect debts allegedly arising from services provided for Plaintiff Ewan's apartment at 348 Marcus Garvey Blvd,

[REDACTED]

[REDACTED] n. Plaintiff Ewan never provided this phone number to NRA.

b. [REDACTED]

[REDACTED], NRA used a predictive dialer called the Mercury Predictive Dialer to make automated calls to the phone number ending with 7312 on 6/14/2013, 7/31/2013, 12/4/2013, 1/24/2014, 1/28/2014, 2/6/2014, 2/12/2014, 2/19/2014, 2/21/2014, 2/25/2014, 3/4/2014, 3/7/2014, 3/11/2014, 3/14/2014, 3/18/2014, 3/21/2014, 3/24/2014, 4/1/2014, 4/4/2014, 4/6/2014, 4/8/2014, 4/16/2014, 5/14/2014, 5/20/2014, 5/22/2014, 5/28/2014, 6/4/2014, 6/10/2014, 6/18/2014, 6/25/2014, 7/1/2014, 7/7/2014, 7/10/2014, 7/16/2014, 7/23/2014, 8/7/2014, and 8/13/2014. Discovery concerning calls made to Plaintiff Ewan is ongoing and may identify further calls to Plaintiff Ewan.

c. NRA's Mercury Predictive Dialer is an ATDS according to the FCC's guidance, and courts have held it to be an ATDS. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

101. Plaintiff Ewan does not recall providing the phone number ending in 7312 to Defendants during any communication relating to her account for the apartment located at 348 Marcus Garvey Blvd, and Defendants have not proffered any evidence purporting to show that she provided the phone number ending in 7312 to Defendants during any communication relating her account for the apartment at 348 Marcus Garvey Blvd.

102. Defendants also placed multiple calls to Plaintiff Ewan's cell phones involving the use of a pre-recorded message and/or an ATDS in connection with their efforts to collect debts allegedly arising from gas service for Ms. Ewan's apartment located at 1576 Saint Johns Place. Upon information and belief, all of the calls described in the subparagraph below were made as part of an effort to collect a debt allegedly relating to the gas service for Ms. Ewan's apartment located at 1576 Saint Johns Place.

a. On March 16, 2011, Defendants placed a call to the phone number ending in 9553 using the Global Connect Dialer. This call also involved the use of pre-recorded message.

b. Defendants also placed multiple calls to the phone number ending in 7312 using the Davox Dialer. The dates of these calls include but may not be limited to the following dates: 6/7/2013, 6/8/2013, 6/14/2013, and 7/30/2013.

c. Defendants also made multiple phone calls to the phone number ending in 3500 using the Davox Dialer. The dates of these calls include but may not be limited to the following dates: 12/9/2016, 12/12/2016, 12/16/2016, 12/17/2016, 12/20/2016,

12/21/2016, 12/22/2016, and 12/23/2016, and 12/29/2016. A pre-recorded message was played on at least one call to the phone number ending in 3500 on each of the following dates: 12/12/2016 and 12/29/2016.

103. Defendants' Global Connect Dialer is an ATDS under the FCC's guidance and has been held to be an ATDS by a court. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

104. Defendants' Davox Dialer is an ATDS under the FCC's guidance. [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

105. Plaintiff Ewan did not provide prior express consent to Defendants authorizing them to make automated calls to her phone numbers ending in 9553, 7312, or 3500 for the purpose of collecting alleged debts relating to gas service for her apartment located at 1576 Saint Johns Place. Any phone numbers she provided to Defendants were provided solely for the purpose of enabling a service person to call upon arrival when establishing service or the process of looking up her account on National Grid's systems. Providing a phone number for either of these limited purposes does not constitute prior express consent for Defendants to place multiple harassing robocalls for the purpose of collecting an alleged debt. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

106. In 2017, Plaintiff Ewan orally told one of Defendants' debt collectors to stop calling her about alleged debts. As a result, Plaintiff Ewan revoked any prior permission or consent that Defendants' errantly perceived they had to call her for non-emergency purposes, including calls to her cellular telephone number(s).

107. Defendants' debt collectors Credit Protection Association, NCO Financial Systems, Inc., Transworld Systems, Inc., or another of Defendants' agent debt collectors placed calls to Plaintiff Ewan's cellular telephone with the last four digits 3500 between 2016 and the present on behalf of Defendants, even though she did not provide prior express consent to Defendants or their debt collectors to receive these calls. These calls concerned allegations about a debt she purportedly owed Defendants.

108. As other courts have held, Credit Protection Association uses automatic telephone dialing systems to make calls. *See, e.g., Schumacher v. Credit Prot. Ass'n*, No. 4:13-CV-00164-SEB, 2015 WL 5786139, at *8 (S.D. Ind. Sept. 30, 2015) ("Because Dial Connection is an ATDS under the TCPA, CPA violated the TCPA when it repeatedly called Mr. Schumacher."). Upon information and belief, Credit Protection Association used automatic telephone dialing systems to make calls on behalf of Defendants to Plaintiff Ewan.

109. NCO Group used automatic telephone dialing systems to make calls. NCO Group stated in its 10-K filing with the Securities and Exchange Commission for the fiscal year ended December 31, 2012: "We have implemented a scalable technical infrastructure that can

flexibly support growing client volume while delivering a high level of reliability and service. Our customer contact centers feature advanced technologies, including predictive dialers, automated call distribution systems, digital switching, Voice over Internet Protocol (“VoIP”) technologies, digital recording, workforce management systems and customized software solutions, including the NCO SYSTEM INTEGRATOR Interface Manager. . . . Our ARM call centers utilize both virtual and onsite predictive dialers to address our low-balance, high-volume accounts, and our CRM centers utilize predictive dialers to conduct our clients’ outbound calling campaigns. These systems scan our databases, simultaneously initiate calls on dedicated predictive dialers, and determine if a live connection is made. Upon determining that a live connection has been made, the computer immediately switches the call to an available representative and instantaneously displays the associated account record on the representative’s workstation. Calls that reach other signals, such as a busy signal, telephone company intercept or no answer, are tagged for statistical analysis and placed in priority recall queues or multiple-pass calling cycles. NCO systems also automate almost all record keeping and workflow activities including letter and report generation. We believe that our automated method of operations dramatically improves the productivity of our staff.” Upon information and belief, NCO Group used the same automatic telephone dialing systems to make calls to Plaintiff Ewan on behalf of Defendants.

TELEPHONE CALLS TO PLAINTIFF WHYTE’S CELLULAR TELEPHONES

110. Plaintiff Whyte was a utility customer of Defendants for many years. She received natural gas from Defendants at her Brooklyn apartment between 2009 and 2017.

111. Defendants or Defendants’ agents called at least two of Plaintiff Whyte’s cell phones between March 9, 2011 and the present. These cell phones were registered to phone

numbers ending in the following four digits, respectively: 8100 and 8052. She used the phone number ending in 8100 at least during the time period between 2012 and 2016. She has used the phone number ending in 8052 at least since February 27, 2016, but possibly as early as sometime in 2015 or 2014.

112. Defendants placed multiple calls to Plaintiff Whyte's cell phones involving the use of a pre-recorded message and/or an ATDS in connection with their efforts to collect debts allegedly arising from Ms. Whyte's gas service for her apartment. The dates of Defendants' calls to the phone number 8100 include but may not be limited to the following dates: 2/28/2012, 3/16/2012, 3/17/2012, 3/20/2012, 8/28/2012, 1/19/2013, 2/4/2013, 2/5/2013, 2/6/2013, 3/26/2013, 3/27/2013, 3/28/2013, 5/21/2013, 6/19/2013, 6/20/2013, 6/21/2013, 6/22/2013, 6/25/2013, 6/26/2013, 6/28/2013, 8/13/2013, 5/14/2014, 5/15/2014, 5/16/2014, 5/21/2014, 5/22/2014, 5/23/2014, 5/24/2014, 5/28/2014, and 6/8/2014. Upon information and belief, all of these calls were made as part of an effort to collect a debt and were made using the Davox Dialer. For the reasons alleged in paragraph 104 above, the Davox Dialer is an ATDS.

113. Plaintiff Whyte recalls receiving many phone calls on her phone number 8052 from debt collector CPA relating to a debt she allegedly owed Defendants. For the reasons alleged in paragraphs 108 above, CPA made calls using an ATDS.

114. Plaintiff Whyte did not provide prior express consent to Defendants authorizing them to make automated calls to her phone numbers ending in 8100 or 8052 for the purpose of collecting alleged debts relating to gas service for her apartment. Any phone numbers she provided to Defendants were provided solely for the purpose of enabling a service person to call upon arrival when establishing service or the process of looking up her account on National Grid's systems. Providing a phone number for either of these limited purposes does not

constitute prior express consent for Defendants to place multiple harassing robocalls for the purpose of collecting an alleged debt. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CLASS ACTION ALLEGATIONS

115. Plaintiffs together and individually bring this action pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and 23(b)(3) on their own behalves and behalf of the following Classes defined as follows:

1. National Grid Direct-Dialed Class: All persons in the United States who from March 7, 2011 to the present (the “Class Period”) (1) received non-emergency calls from Defendants; (2) made through the use of any automatic telephone dialing system or using an artificial or prerecorded voice; (3) on a cellular telephone number; (4) when the person called did not provide prior express consent for such calls during the transaction that resulted in the debt owed.

2. National Grid Agent-Dialed Class: All persons in the United States and its territories who from March 7, 2011 to the present (the “Class Period”) (1) received non-emergency calls from any agent retained by Defendants (including

debt collectors); (2) made through the use of any automatic telephone dialing system or using an artificial or prerecorded voice; (3) on a cellular telephone number; (4) when the person called did not provide prior express consent for such calls during the transaction that resulted in the debt owed.

Excluded from the Classes are Defendants and their parent(s), subsidiary(ies), officers, directors, employees, partners and co-venturers. Also excluded are all employees, officers and directors of the debt collectors retained by National Grid. Also excluded are any federal, state, or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action.

116. The Classes satisfy the FED. R. CIV. P. 23 numerosity, commonality, typicality, adequacy, predominance, superiority and ascertainability requirements.

117. Plaintiffs do not know the exact size or identities of the members of the proposed Classes, since such information is in the exclusive control of Defendants and their retained debt collectors. However, Defendants represent to providing gas or electric services to millions of customers residing in New York. *See* Exhibit 2 annexed hereto. Accordingly, based on Defendants' representations as to their market share, Plaintiffs reasonably believe that the Classes encompass at minimum many thousands of consumers.

118. Plaintiffs and all members of the Classes have been harmed by the unlawful acts of Defendants, whose privacy was violated and who were subject to annoying and harassing calls that constitute a nuisance.

119. The joinder of all members of the Classes is impracticable due to the size and relatively modest value of each individual claim. The disposition of the claims in a class action will provide substantial benefit to the parties and the Court in avoiding a multiplicity of

identical suits. The identities of the Class members can be readily ascertained from Defendants' and their debt collectors' call records.

120. There are well-defined, nearly identical, questions of law and fact affecting all parties. Common question of law and fact raised in this action concerning the Classes' claims include the following:

- (a) Whether the non-emergency calls made to Plaintiffs, and members of the Classes' cellular telephone numbers used an automatic telephone dialing system and/or an artificial or prerecorded voice;
- (b) Whether such calls were made by or on behalf of Defendants;
- (c) Whether Defendants retained agents to call Class members;
- (d) Whether Defendants provided express, implied or apparent authority to third parties to call Class members' cellular telephones;
- (e) Whether Defendants ratified the acts of third parties retained by Defendants to call Class members' cellular telephones;
- (f) Whether Defendants violated the TCPA;
- (g) Whether Defendants are vicariously and jointly liable for TCPA violations made by Defendants' agents;
- (h) Whether Plaintiffs and the Classes are entitled to damages, declaratory relief and/or injunctive relief as a result of Defendants' violations of the TCPA; and
- (i) Whether Defendants' conduct was knowing or willful.

121. As people who received numerous and repeated telephone calls using an automatic telephone dialing system or an artificial or prerecorded voice, without their prior express consent within the meaning of the TCPA, Plaintiffs assert claims that are typical of each

member of the Classes.

122. Plaintiffs will fairly and adequately protect the interests of the Classes. Plaintiffs have retained able counsel with extensive experience in prosecuting class action claims involving violations of federal and state consumer protection statutes, including claims under the TCPA. Plaintiffs' interests are coincident with, and not antagonistic to, the interests of the Classes.

123. The questions of law and fact common to the members of the Classes predominate over any questions affecting only individual Class members, including legal and factual issues relating to liability and damages.

124. The prosecution of separate actions by individual members of the Classes would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendants.

125. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Class wide relief is essential to compel Defendants to comply with the TCPA. Since the damages, or statutory damages, suffered by individual members of the Classes may be relatively small, the expense and burden of individual litigation make it impossible for the members of the Class individually to redress the wrongs done to them. The Classes are readily definable, and prosecution of this action as a class action will eliminate the possibility of repetitious litigation. Plaintiffs will encounter no difficulty in managing this action as a class action.

126. Defendants have acted and refused to act, as alleged herein, on grounds generally applicable to the Classes, thereby making appropriate final injunctive relief to the Classes. Moreover, on information and belief, Plaintiffs allege that the TCPA violations complained of

herein are substantially likely to continue in the future if an injunction is not entered.

FIRST CAUSE OF ACTION

VIOLATION OF TELEPHONE Consumer PROTECTION ACT

(PLAINTIFFS AND THE NATIONAL GRID DIRECT-DIALED CLASS AGAINST ALL DEFENDANTS)

127. Plaintiffs restate, reallege, and incorporate by reference the foregoing paragraphs.

128. Plaintiffs and the members of the National Grid Direct-Dialed Class are “persons” under the TCPA.

129. Section 227(b)(1)(A) of the TCPA makes it unlawful for:

[A]ny person within the United States, or any person outside the United States if the recipient is within the United States (A) to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice ... (iii) to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call;

47 U.S.C. §227(b)(1)(A).

130. The foregoing acts and omissions of Defendants with respect to Plaintiffs and the National Grid Direct-Dialed Class violated the TCPA, including but not limited to Section 227(b)(1)(A)(iii).

131. Each call to Plaintiffs’ and the National Grid Direct-Dialed Class members’ cellular telephone numbers using an “automatic telephone dialing system” or employing a “prerecorded or artificial voice”, within the meaning of 47 U.S.C. § 227(b)(1)(A), and without their “prior express consent” violated TCPA Section 227(b)(1)(A)(iii).

132. Defendants made or caused to be made the telephone calls to Plaintiffs and members of the National Grid Direct-Dialed Class using equipment that had the capacity to

store or produce telephone numbers to be called using a random or sequential number generator, and/or receive and store lists of phone numbers, and to dial such numbers.

133. With respect to Plaintiff Steele, on many occasions, including on February 27, 2014 December 28, 2014, May 29, 2015, on or about May 30, 2015, on or about June 1, 2015, on or about June 24, 2015 and on or about June 26, 2015, Defendants, or one of them, called Plaintiff Steele's cellular telephone number and left a prerecorded telephone message.

134. With respect to Plaintiff Royal, beginning in or about 2011, on dates and at times known to Defendants, Defendants or one of them, directly called Plaintiff Royal's cellular telephone number and left prerecorded telephone messages.

135. With respect to Plaintiff Ewan, Defendants directly called Plaintiff Ewan's cellular telephone numbers as alleged in paragraphs 103 – 105 above.

136. With respect to Plaintiff Whyte's, Defendants directly called Plaintiff Whyte's cellular telephone numbers as alleged in paragraph 112 above.

137. Plaintiffs and the National Grid Direct-Dialed Class are entitled to pursue claims against Defendants during the Class Periods for an injunction, pursuant to 47 U.S.C. §227(b)(3)(A), to enjoin Defendants' violations of TCPA Section 227(b)(1)(A)(iii). Plaintiffs and the National Grid Direct-Dialed Class seek to enjoin Defendants' violations of the TCPA.

138. Plaintiffs and the National Grid Direct-Dialed Class are entitled to an award of statutory damages of \$500.00 for each call in violation of Section 227(b)(1)(A)(iii), pursuant to 47 U.S.C. §227(b)(3)(B).

139. Defendants' violations of TCPA Section 227(b)(1)(A)(iii) were willful and/or knowing. As a result, Plaintiffs and the National Grid Direct-Dialed Class are entitled to treble damages of up to \$1,500.00 for each call in violation of the statute, pursuant to 47 U.S.C.

§227(b)(3).

140. Plaintiffs and the National Grid Direct-Dialed Class are also entitled to an award of attorneys' fees and costs on an equitable basis to be paid through a "common fund," or similar theory.

SECOND CAUSE OF ACTION

VIOLATIONS OF TELEPHONE Consumer PROTECTION ACT

(PLAINTIFFS AND THE NATIONAL GRID AGENT-DIALED CLASS AGAINST ALL DEFENDANTS)

141. Plaintiffs restate, reallege, and incorporate by reference the foregoing paragraphs.

142. Plaintiffs and the members of the National Grid Agent-Dialed Class are "persons" under the TCPA.

143. Section 227(b)(1)(A) of the TCPA makes it unlawful for:

[A]ny person within the United States, or any person outside the United States if the recipient is within the United States (A) to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice ... (iii) to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call;

47 U.S.C. §227(b)(1)(A).

144. Defendants are vicariously and jointly liability for the violations of TCPA Section 227(b)(1)(A) made by their agents, including debt collectors and third-parties retained by Defendants to call Class members' cellular telephones.

145. Defendants acted in concert with their agent debt collectors and other retained-third parties to jointly violate the TCPA Section 227(b)(1)(A).

146. Defendants provided actual authority to their agent debt collectors and other retained-third parties in form of express and implied acts and authorizations sufficient to form a principal and agent relationship.

147. Defendants exercised control over the acts and practices of their agent debt collectors and other third parties retained to call Class members' cellular telephone numbers by the use of contracts providing Defendants with control powers, including in *Collection Agency Account Collection Agreements* and *Scope of Work* appendices prepared by Defendants.

148. By reason of the *Collection Agency Account Collection Agreements* and *Scope of Work* appendices between and among Defendants and their agent debt collectors, Defendants acquired and used the power to provide interim instructions to their debt collector agents. Defendants obtained substantially similar powers in contracts between and among them and other third-parties retained to make calls to Class members on behalf of Defendants.

149. Defendants demonstrated apparent authority to Class members by stating and implying that their agent debt collectors and other retained-third parties were Defendants' agents. They did so in letters and other communications sent by Defendants, and in letters sent by Defendants' debt collectors that were reviewed or approved or consented to by Defendants.

150. Defendants ratified the of their agent debt collectors and other retained-third parties retained to call Class members' cellular telephone numbers.

151. The foregoing acts and omissions of Defendants with respect to Plaintiffs and the National Grid Agent-Dialed Class violated the TCPA, including but not limited to Section 227(b)(1)(A).

152. Each call by debt collectors or other retained-third parties serving as Defendants' agents to Plaintiffs' and the National Grid Agent-Dialed Class members' cellular telephone

numbers using an “automatic telephone dialing system” or employing a “prerecorded or artificial voice,” within the meaning of 47 U.S.C. § 227(b)(1)(A), and without their “prior express consent” violated TCPA Section 227(b)(1)(A)(iii).

153. Defendants made or caused to be made the telephone calls to Plaintiffs and members of the National Grid Agent-Dialed Class using equipment that had the capacity to store or produce telephone numbers to be called using a random or sequential number generator, and/or receive and store lists of phone numbers, and to dial such numbers.

154. With respect to Plaintiff Jenkins, debt collector NCOF called Plaintiff Jenkins’ cellular telephone number, while serving as Defendants’ agent, using an automatic telephone dialing system or employing a prerecorded or artificial voice many times on behalf of Defendants, including on or about the following dates during the Class Periods: March 7, 2001, March 8, 2011, March 9, 2011, March 10, 2011 March 11, 2011 March 12, 2011, March 30, 2011 (twice), April 8, 2011 (three times), April 12, 2011 (twice), April 20, 2011 (six times), April 29, 2011 (twice), June 22, 2011 (twice), June 28, 2011 (twice), July 5, 2011, July 15, 2011 (twice), July 21, 2011 (twice), July 25, 2011 (twice), August 19, 2011, August 24, 2011, August 30, 2011 (twice), September 9, 2011 (twice), September 12, 2011 (twice), September 13, 2011 and September 16, 2011. *See* Exhibits 3 and 4 annexed hereto.

155. With respect to Plaintiff Royal, debt collector Mercantile called Plaintiff Royal’s cellular telephone number, while serving as Defendants’ agent, using an automatic telephone dialing system or employing a prerecorded or artificial voice.

156. With respect to Plaintiff Ewan, debt collectors NRA, CPA, NCO, and/or TSI called Plaintiff Ewan’s cellular telephone numbers, while serving as Defendants’ agent, using an automatic telephone dialing system or employing a pre-recorded or artificial voice, as alleged

in paragraphs 100, 107 – 109 above.

157. With respect to Plaintiff Whyte, debt collector CPA called Plaintiff Whyte's cellular telephone number, while serving as Defendants' agent, using an automatic telephone dialing system or employing a pre-recorded or artificial voice, as alleged in paragraphs 113 – 114 above.

158. Plaintiffs and the National Grid Agent-Dialed Class are entitled to an award of statutory damages of \$500.00 for each call made by Defendants' agents in violation of Section 227(b)(1)(A)(iii), pursuant to 47 U.S.C. §227(b)(3)(B).

159. Defendants' and their agents' violations of TCPA Section 227(b)(1)(A)(iii) were willful and/or knowing. As a result, Plaintiffs and the National Grid Debt Collector-Dialed Class are entitled to treble damages of up to \$1,500.00 for each call in violation of the statute, pursuant to 47 U.S.C. §227(b)(3).

160. Plaintiffs and the National Grid Agent-Dialed Class are also entitled to an award of attorneys' fees and costs on an equitable basis to be paid through a "common fund," or similar theory.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, pray for judgment against Defendants, individually, and jointly and severally, as follows:

A. An order certifying this case as a class action under FED. R. CIV. P. 23(a), (b)(2) and (b)(3), establishing any appropriate Classes the Court deems appropriate, and appointing Plaintiffs and their counsel to represent the Classes;

B. An order declaring Defendants' acts and practices constitute violations of the TCPA;

C. An order declaring Defendants' agents acts and practices constitute violations of the TCPA, resulting in the vicarious and joint liability of Defendants;

D. Statutory damages pursuant to the TCPA of \$500.00 for each call that violated the TCPA, and up to \$1,500.00 for each of Defendants' or their agents' willful and/or knowing violations of the TCPA, as provided by statute;

E. A permanent injunction to enjoin Defendants' and their agents' violations of the TCPA; and

F. Reasonable attorneys' fees and costs of this action, statutory pre-judgment interest, and such other relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury to the extent authorized by law.

DATED: August 29, 2018

Respectfully submitted,

TUSA P.C.

/s/ John T. Nicolaou

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– and –

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*Attorneys for Plaintiffs
and proposed Class Counsel*

EXHIBIT 1

EX-8 6 d721575dex8.htm EX-8

Exhibit 8

List of Subsidiaries

As at 31 March 2014

	Name	Country of Incorporation
1.	ASSETHALL LIMITED	England & Wales
2.	BEEGAS NOMINEES LIMITED	England & Wales
3.	BIRCH SITES LIMITED	England & Wales
4.	BOSTON GAS COMPANY (incl Essex Gas Company)	USA
5.	BRITISH TRANSCO CAPITAL INC	USA
6.	BRITISH TRANSCO FINANCE (NO 1) LIMITED	Cayman Islands
7.	BRITISH TRANSCO FINANCE (NO 2) LIMITED	Cayman Islands
8.	BRITISH TRANSCO FINANCE (NO 3) LIMITED	England & Wales
9.	BRITISH TRANSCO FINANCE (NO 5) LIMITED	England & Wales
10.	BRITISH TRANSCO FINANCE INC	USA
11.	BRITISH TRANSCO INTERNATIONAL FINANCE BV	The Netherlands
12.	BRITNED DEVELOPMENT LIMITED (50%)	England & Wales
13.	BROKEN BRIDGE CORP.	USA
14.	CLEAN LINE ENERGY PARTNERS LLC (approximately 15% holding)	USA
15.	COLONIAL GAS COMPANY	USA
16.	CONNECTICUT YANKEE ATOMIC POWER COMPANY (19.5%)	USA
17.	CORESIO SA (22.485%)	Belgium
18.	DIRECT GLOBAL POWER, INC. (26%)	USA
19.	ELEXON LIMITED (nominal interest only)	England & Wales
20.	ENERGIS PLC (33.06%)	England & Wales
21.	EUA ENERGY INVESTMENT CORPORATION	USA
22.	EVIONX, INC. (16%)	USA
23.	GRIDAMERICA HOLDINGS INC	USA
24.	GRIDCOM LIMITED	England & Wales
25.	GREENERU INC (17%)	USA
26.	INVERSIONES ABC LTDA (98.84%)	Chile
27.	ICELINK INTERCONNECTOR LTD	England & Wales
28.	IROQUOIS GAS TRANSMISSION SYSTEM, L.P. (20.4%)	USA
29.	IROQUOIS PIPELINE OPERATING COMPANY (effectively 20.4% via Iroquois Gas Transmission System, L.P. 100% ownership)	USA
30.	ISLANDER EAST PIPELINE COMPANY, LLC (50%)	USA
31.	JOINT RADIO COMPANY LIMITED (50%)	England & Wales
32.	KEYSPAN (U.K.)	England & Wales
33.	KEYSPAN C.I. II, LTD	Cayman Islands
34.	KEYSPAN C.I., LTD	Cayman Islands
35.	KEYSPAN CI MIDSTREAM LIMITED	USA
36.	KEYSPAN CORPORATION	USA
37.	KEYSPAN ENERGY CORPORATION	USA
38.	KEYSPAN ENERGY DEVELOPMENT CO.	Canadian (Providence Nova Scotia)
39.	KEYSPAN ENERGY SERVICES INC.	USA
40.	KEYSPAN GAS EAST CORPORATION	USA
41.	KEYSPAN INTERNATIONAL CORPORATION	USA
42.	KEYSPAN MHK, INC.	USA
43.	KEYSPAN MIDSTREAM INC.	USA
44.	KEYSPAN PLUMBING SOLUTIONS, INC.	USA
45.	KSI CONTRACTING, LLC	USA
46.	KSI ELECTRICAL, LLC	USA
47.	KSI MECHANICAL, LLC	USA
48.	LAND MANAGEMENT AND DEVELOPMENT, INC	USA
49.	LANDRANCH LIMITED	England & Wales
50.	LANDWEST, INC	USA
51.	LATTICE ENERGY SERVICES LIMITED	England & Wales
52.	LATTICE GROUP EMPLOYEE BENEFIT TRUST LIMITED	England & Wales
53.	LATTICE GROUP INTERNATIONAL HOLDINGS LIMITED	England & Wales
54.	LATTICE GROUP PLC	England & Wales
55.	LATTICE GROUP TRUSTEES LIMITED	England & Wales
56.	LATTICE OPSCO LIMITED	England & Wales

	Name	Country of Incorporation
57.	LATTICE TELECOM FINANCE (NO 1) LIMITED	Isle of Man
58.	MAINE YANKEE ATOMIC POWER COMPANY (24%)	USA
59.	MAINSTREAM FORTY-SEVEN LIMITED	England & Wales
60.	MASSACHUSETTS ELECTRIC COMPANY	USA
61.	MELMAR LIMITED	Isle of Man
62.	METRO ENERGY, L.L.C.	USA
63.	METROWEST REALTY LLC	USA
64.	MILLENNIUM PIPELINE COMPANY, LLC (26.25%)	USA
65.	MYHOMEKEY.COM, INC. (18.2%)	USA
66.	MYSTIC STEAMSHIP CORPORATION	USA
67.	NANTUCKET ELECTRIC COMPANY	USA
68.	NATGRID FINANCE HOLDINGS LIMITED	England & Wales
69.	NATGRID FINANCE LIMITED	England & Wales
70.	NATGRID INVESTMENTS LIMITED	England & Wales
71.	NATGRID LIMITED	England & Wales
72.	NATGRID ONE LIMITED	England & Wales
73.	NATGRIDTW1 LIMITED	England & Wales
74.	NATIONAL GRID (IOM) UK LTD	Isle of Man
75.	NATIONAL GRID (IRELAND) 1 LIMITED	Republic of Ireland
76.	NATIONAL GRID (IRELAND) 2 LIMITED	Republic of Ireland
77.	NATIONAL GRID (SOUTHALL) GENERAL PARTNER LIMITED	England & Wales
78.	NATIONAL GRID (US) HOLDINGS LIMITED	England & Wales
79.	NATIONAL GRID (US) INVESTMENTS	England & Wales
80.	NATIONAL GRID (US) INVESTMENTS 2 LIMITED	England & Wales
81.	NATIONAL GRID (US) INVESTMENTS 3	England & Wales
82.	NATIONAL GRID (US) INVESTMENTS 4 LIMITED	England & Wales
83.	NATIONAL GRID (US) PARTNER 1 LIMITED	England & Wales
84.	NATIONAL GRID (US) PARTNER 2 LIMITED	England & Wales
85.	NATIONAL GRID AUSTRALIA PTY LIMITED	Australia
86.	NATIONAL GRID BELGIUM LIMITED	England & Wales
87.	NATIONAL GRID BLUE POWER FINANCE LIMITED	England & Wales
88.	NATIONAL GRID BLUE POWER LIMITED	England & Wales
89.	NATIONAL GRID BRAZIL B.V.	The Netherlands
90.	NATIONAL GRID BRAZIL FINANCE	England & Wales
91.	NATIONAL GRID CARBON LIMITED	England & Wales
92.	NATIONAL GRID CHILE B.V.	The Netherlands
93.	NATIONAL GRID COMMERCIAL HOLDINGS LIMITED	England & Wales
94.	NATIONAL GRID DEVELOPMENT HOLDINGS CORP.	USA
95.	NATIONAL GRID EIGHT	England & Wales

96.	NATIONAL GRID EIGHTEEN LIMITED	England & Wales
97.	NATIONAL GRID ELECTRIC SERVICES LLC	USA
98.	NATIONAL GRID ELECTRICITY GROUP TRUSTEE LIMITED	England & Wales
99.	NATIONAL GRID ELECTRICITY TRANSMISSION PLC	England & Wales
100.	NATIONAL GRID ELEVEN	England & Wales
101.	NATIONAL GRID ENERGY MANAGEMENT, LLC	USA
102.	NATIONAL GRID ENERGY SERVICES, LLC	USA
103.	NATIONAL GRID ENERGY TRADING SERVICES LLC	USA
104.	NATIONAL GRID ENGINEERING & SURVEY INC.	USA
105.	NATIONAL GRID FIFTEEN LIMITED	England & Wales
106.	NATIONAL GRID FINANCE B.V.	The Netherlands
107.	NATIONAL GRID FIVE LIMITED	England & Wales
108.	NATIONAL GRID FOUR LIMITED	England & Wales
109.	NATIONAL GRID FOURTEEN LIMITED	England & Wales
110.	NATIONAL GRID GAS FINANCE (NO 1) PLC	England & Wales
111.	NATIONAL GRID GAS HOLDINGS LIMITED	England & Wales
112.	NATIONAL GRID GAS PLC	England & Wales
113.	NATIONAL GRID GENERATION LLC	USA

	Name	Country of Incorporation
114.	NATIONAL GRID GENERATION VENTURES LLC	USA
115.	NATIONAL GRID GLENWOOD ENERGY CENTER, LLC	USA
116.	NATIONAL GRID GOLD LIMITED	England & Wales
117.	NATIONAL GRID GRAIN LNG LIMITED	England & Wales
118.	NATIONAL GRID HOLDINGS B.V.	The Netherlands
119.	NATIONAL GRID HOLDINGS LIMITED	England & Wales
120.	NATIONAL GRID HOLDINGS ONE PLC	England & Wales
121.	NATIONAL GRID IGTS CORP.	USA
122.	NATIONAL GRID INDIA B.V.	The Netherlands
123.	NATIONAL GRID INDUS B.V.	The Netherlands
124.	NATIONAL GRID INSURANCE COMPANY (IRELAND) LIMITED	Republic of Ireland
125.	NATIONAL GRID INSURANCE COMPANY (ISLE OF MAN) LIMITED	Isle of Man
126.	NATIONAL GRID INTERCONNECTOR HOLDINGS LIMITED	England & Wales
127.	NATIONAL GRID INTERCONNECTORS LIMITED	England & Wales
128.	NATIONAL GRID INTERNATIONAL LIMITED	England & Wales
129.	NATIONAL GRID ISLANDER EAST PIPELINE LLC	USA
130.	NATIONAL GRID JERSEY HOLDINGS FIVE LIMITED	Jersey
131.	NATIONAL GRID JERSEY INVESTMENTS LIMITED	Jersey
132.	NATIONAL GRID LAND AND PROPERTIES LIMITED	England & Wales
133.	NATIONAL GRID LAND DEVELOPMENTS LIMITED	England & Wales
134.	NATIONAL GRID LAND INVESTMENTS LIMITED	England & Wales
135.	NATIONAL GRID LNG GP LLC	USA
136.	NATIONAL GRID LNG LLC	USA
137.	NATIONAL GRID LNG LP LLC	USA
138.	NATIONAL GRID MANQUEHUE B.V.	The Netherlands
139.	NATIONAL GRID METERING LIMITED	England & Wales
140.	NATIONAL GRID MIDDLE EAST FZCO	United Arab Emirates
141.	NATIONAL GRID MILLENNIUM LLC	USA
142.	NATIONAL GRID NE HOLDINGS 2 LLC	USA
143.	NATIONAL GRID NEMO LINK LIMITED	England & Wales
144.	NATIONAL GRID NETHERLANDS ONE BV	The Netherlands
145.	NATIONAL GRID NETHERLANDS THREE BV	The Netherlands
146.	NATIONAL GRID NETHERLANDS TWO BV	The Netherlands
147.	NATIONAL GRID NINE LIMITED	England & Wales
148.	NATIONAL GRID NINETEEN LIMITED	England & Wales
149.	NATIONAL GRID NORTH AMERICA INC	USA
150.	NATIONAL GRID NORTH EAST VENTURES INC	USA
151.	NATIONAL GRID NSN LINK LIMITED	England & Wales
152.	NATIONAL GRID OFFSHORE LTD	England & Wales
153.	NATIONAL GRID ONE LIMITED	England & Wales
154.	NATIONAL GRID OVERSEAS LIMITED	England & Wales
155.	NATIONAL GRID OVERSEAS TWO LIMITED	England & Wales
156.	NATIONAL GRID PLC	England & Wales
157.	NATIONAL GRID POLAND B.V.	The Netherlands
158.	NATIONAL GRID PORT JEFFERSON ENERGY CENTER, LLC	USA
159.	NATIONAL GRID PROCUREMENT BV	The Netherlands
160.	NATIONAL GRID PROPERTY (HIGH WYCOMBE) LIMITED	England & Wales
161.	NATIONAL GRID PROPERTY (NORTHAMPTON) LIMITED	England & Wales
162.	NATIONAL GRID PROPERTY (NORTHFLEET) LIMITED	England & Wales
163.	NATIONAL GRID PROPERTY (TAUNTON) LIMITED	England & Wales
164.	NATIONAL GRID PROPERTY (WARWICK) LIMITED	England & Wales
165.	NATIONAL GRID PROPERTY DEVELOPMENTS LIMITED	England & Wales
166.	NATIONAL GRID PROPERTY HOLDINGS LIMITED	England & Wales
167.	NATIONAL GRID PROPERTY LIMITED	England & Wales
168.	NATIONAL GRID SERVICES, INC.	USA
169.	NATIONAL GRID SEVEN LIMITED	England & Wales
170.	NATIONAL GRID SEVENTEEN LIMITED	England & Wales

	Name	Country of Incorporation
171.	NATIONAL GRID SIX LIMITED	England & Wales
172.	NATIONAL GRID SIXTEEN LIMITED	England & Wales
173.	NATIONAL GRID TECHNOLOGIES INC.	USA
174.	NATIONAL GRID TEN	England & Wales
175.	NATIONAL GRID THIRTY LIMITED	England & Wales
176.	NATIONAL GRID THREE LIMITED	England & Wales
177.	NATIONAL GRID TRANSMISSION SERVICES CORPORATION	USA
178.	NATIONAL GRID TWELVE LIMITED	England & Wales
179.	NATIONAL GRID TWENTY EIGHT LIMITED	England & Wales
180.	NATIONAL GRID TWENTY FOUR LIMITED	England & Wales
181.	NATIONAL GRID TWENTY LIMITED	England & Wales
182.	NATIONAL GRID TWENTY NINE LIMITED	England & Wales
183.	NATIONAL GRID TWENTY ONE LIMITED	England & Wales
184.	NATIONAL GRID TWENTY SEVEN LIMITED	England & Wales
185.	NATIONAL GRID TWENTY THREE LIMITED	England & Wales
186.	NATIONAL GRID TWENTY-FIVE LIMITED	England & Wales
187.	NATIONAL GRID TWENTY-SIX LIMITED	England & Wales
188.	NATIONAL GRID TWO LIMITED	England & Wales
189.	NATIONAL GRID UK LIMITED	England & Wales
190.	NATIONAL GRID UK PENSION SERVICES LIMITED	England & Wales
191.	NATIONAL GRID US 6 LLC	USA
192.	NATIONAL GRID US LLC	USA
193.	NATIONAL GRID USA	USA
194.	NATIONAL GRID USA SERVICE COMPANY, INC.	USA
195.	NATIONAL GRID ZAMBIA LIMITED	England & Wales
196.	NEES ENERGY, INC.	USA
197.	NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION	USA
198.	NEW ENGLAND ENERGY INCORPORATED	USA
199.	NEW ENGLAND HYDRO FINANCE COMPANY, INC. (53.704%)	USA
200.	NEW ENGLAND HYDRO-TRANSMISSION CORPORATION (53.704%)	USA
201.	NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC COMPANY, INC. (53.704%)	USA
202.	NEW ENGLAND POWER COMPANY	USA
203.	NEWPORT AMERICA CORPORATION	USA
204.	NG JERSEY LIMITED	Jersey
205.	NG LEASING LIMITED	England & Wales
206.	NG LUXEMBOURG 3 SARL	Luxembourg
207.	NG LUXEMBOURG 4 SARL	Luxembourg
208.	NG LUXEMBOURG 5 SARL	Luxembourg
209.	NG LUXEMBOURG HOLDINGS LIMITED	England & Wales
210.	NG LUXEMBOURG SA	Luxembourg
211.	NG NOMINEES LIMITED	England & Wales
212.	NG PROCUREMENT HOLDINGS LIMITED	England & Wales
213.	NG VILLIERS LIMITED PARTNERSHIP	England & Wales
214.	NGC EMPLOYEE SHARES TRUSTEE LIMITED	England & Wales
215.	NGC INDUS LIMITED	England & Wales
216.	NGC TWO LIMITED	England & Wales
217.	NGC ZAMBIA LIMITED	England & Wales
218.	NGET / SPT UPGRADES LTD (50%)	England & Wales
219.	NGG FINANCE (NO 1) LIMITED	England & Wales
220.	NGG FINANCE PLC	England & Wales
221.	NGG TELECOMS HOLDINGS LIMITED	England & Wales
222.	NGG TELECOMS LIMITED	England & Wales
223.	NGM1 (GBR) LIMITED	Gibraltar
224.	NGNE LLC	USA
225.	NGP(IM7S) LIMITED	Isle of Man
226.	NGRID INTELLECTUAL PROPERTY LIMITED	England & Wales

	Name	Country of Incorporation
227.	NGT FIVE LIMITED	Cayman Islands
228.	NGT FOUR LIMITED	Cayman Islands
229.	NGT HOLDING COMPANY (ISLE OF MAN) LIMITED	Isle of Man
230.	NGT LUXEMBOURG ONE LIMITED	England & Wales
231.	NGT ONE LIMITED	England & Wales
232.	NGT TELECOM NO. 1 LIMITED	England & Wales
233.	NGT TELECOM NO. 2 LIMITED	England & Wales
234.	NGT THREE	England & Wales
235.	NGT TWO LIMITED	England & Wales
236.	NIAGARA MOHAWK ENERGY, INC.	USA
237.	NIAGARA MOHAWK HOLDINGS, INC.	USA
238.	NIAGARA MOHAWK POWER CORPORATION	USA
239.	NM PROPERTIES, INC.	USA
240.	NMP LIMITED	England & Wales
241.	NORTH EAST TRANSMISSION CO., INC.	USA
242.	NYSEARCH RMLD LLC (22.63%)	USA
243.	NYSEARCH ROBOTICS LLC (14.59%)	USA
244.	OPINAC NORTH AMERICA, INC.	USA
245.	OPINAC NORTH AMERICA, INC.	USA

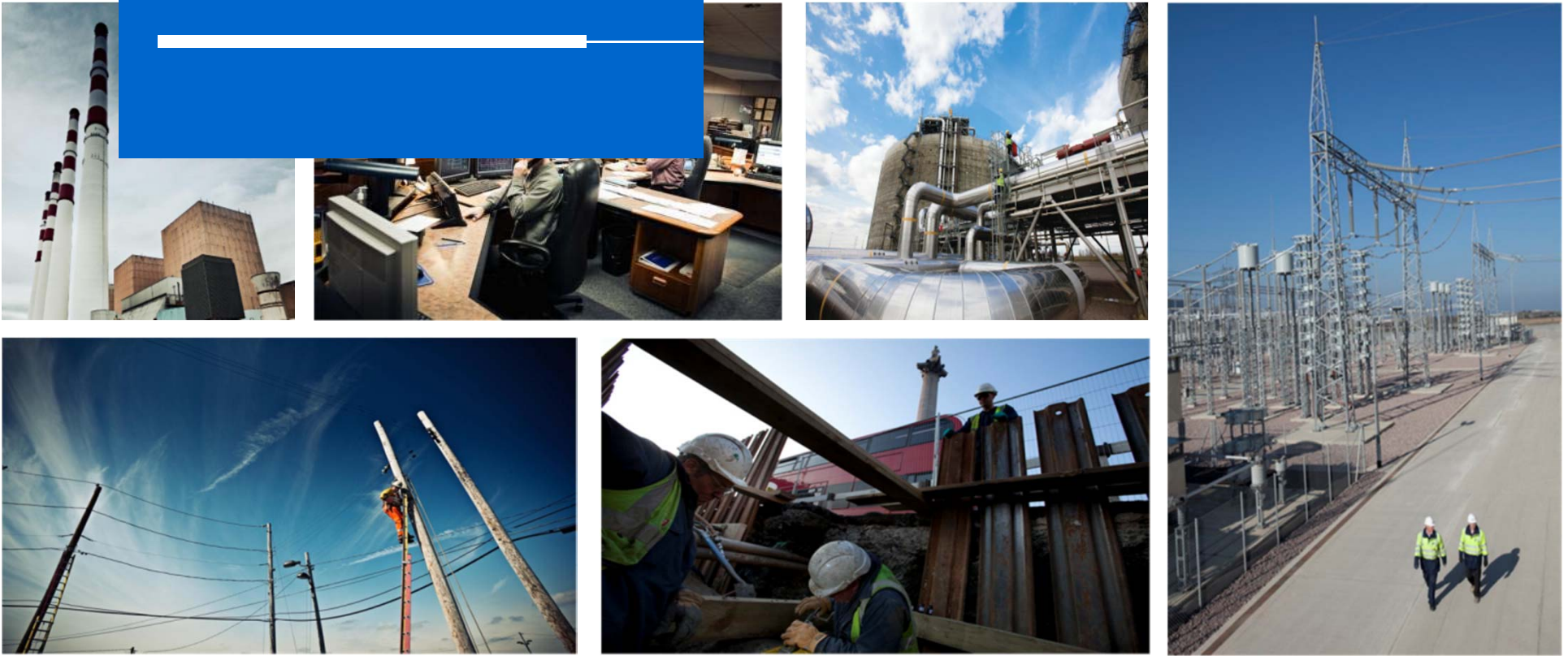
243.	PCC LAND COMPANY, INC.	USA
246.	PHILADELPHIA COKE CO., INC.	USA
247.	PORT GREENWICH LIMITED	England & Wales
248.	PORT OF THE ISLANDS NORTH LLC	USA
249.	SCC UNO SA	Chile
250.	STARGAS NOMINEES LIMITED	England & Wales
251.	SUPERGRID ELECTRICITY LIMITED	England & Wales
252.	SUPERGRID ENERGY TRANSMISSION LIMITED	England & Wales
253.	SUPERGRID LIMITED	England & Wales
254.	TELECOM INTERNATIONAL HOLDINGS LIMITED	England & Wales
255.	THAMESPORT INTERCHANGE LIMITED	England & Wales
256.	THE BROOKLYN UNION GAS COMPANY	USA
257.	THE NARRAGANSETT ELECTRIC COMPANY	USA
258.	THE NATIONAL GRID GROUP QUEST TRUSTEE COMPANY LTD	England & Wales
259.	THE NATIONAL GRID YOUPLAN TRUSTEE LIMITED	England & Wales
260.	THE NATIONAL GRID INVESTMENTS COMPANY	England & Wales
261.	TRANSCO LIMITED	England & Wales
262.	TRANSGAS, INC.	USA
263.	UNIT 40 SUBLESSOR LLC	USA
264.	UPPER HUDSON DEVELOPMENT INC	USA
265.	VALLEY APPLIANCE AND MERCHANDISING COMPANY	USA
266.	VILLIERS FINANCE SA	Luxembourg
267.	WAYFINDER GROUP, INC.	USA
268.	XOSERVE LIMITED (56.5%)	England & Wales
269.	YANKEE ATOMIC ELECTRIC COMPANY (34.5%)	USA

EXHIBIT 2

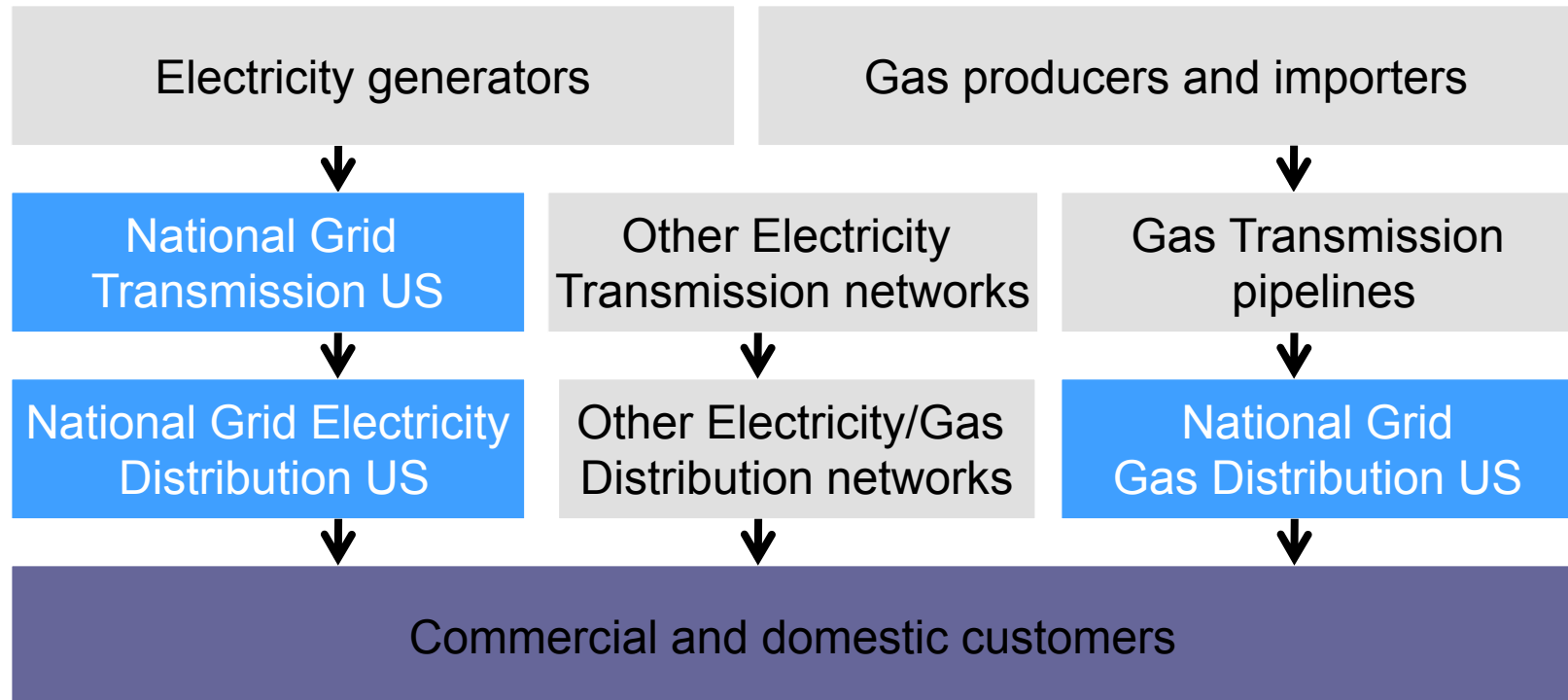
nationalgrid

Intro to US

November 2014 Update

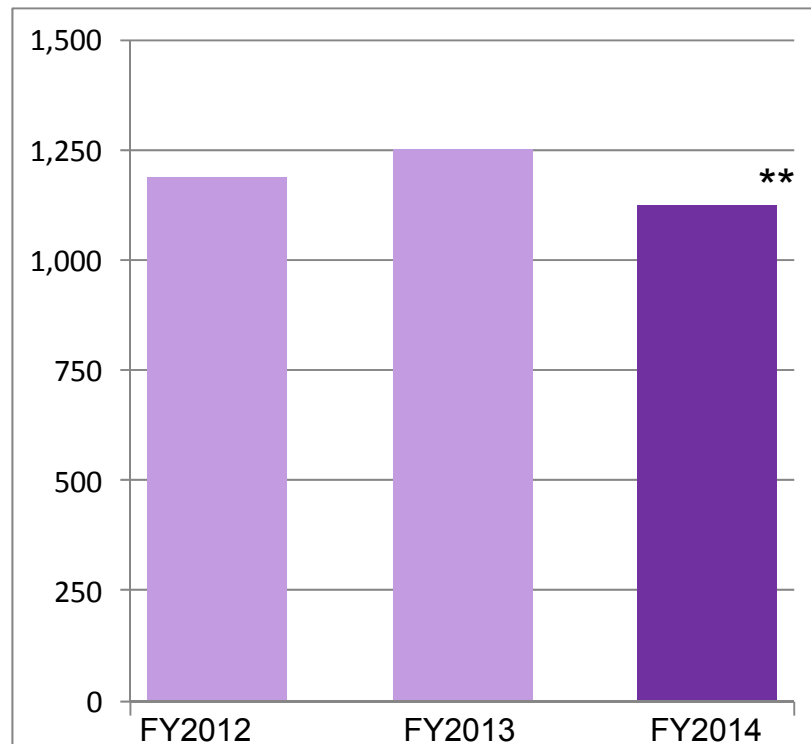


National Grid Core US Businesses



US Regulated Financial Performance

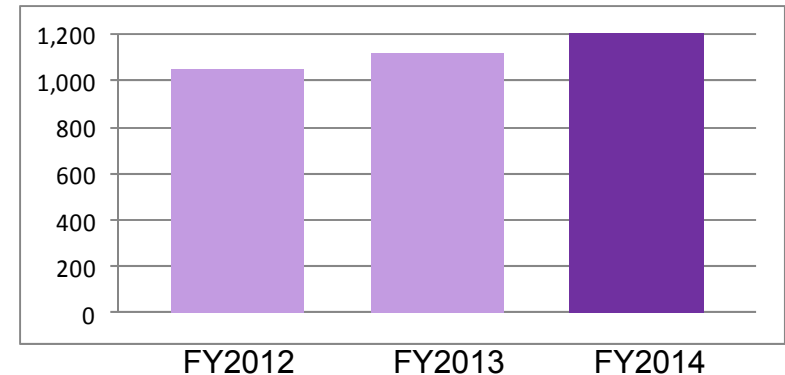
US Regulated Operating Profit (£m)*



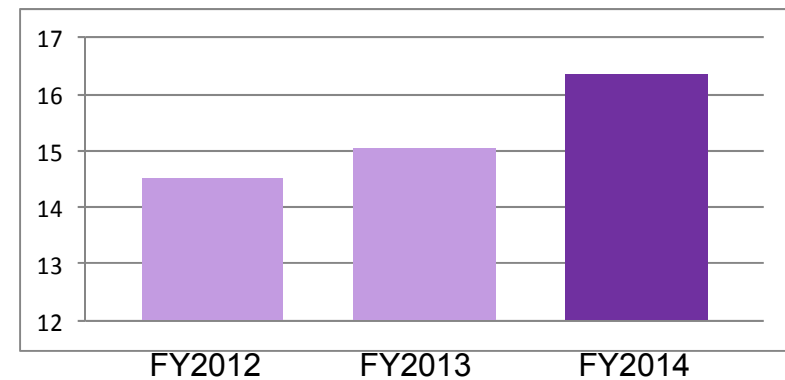
* Business performance excluding exceptional items, remeasurements and stranded cost recoveries for continuing operations excluding timing and storms. All financial data converted at average actual exchange rates.

** Reflects the elimination of Niagara Mohawk deferral recoveries of £113m

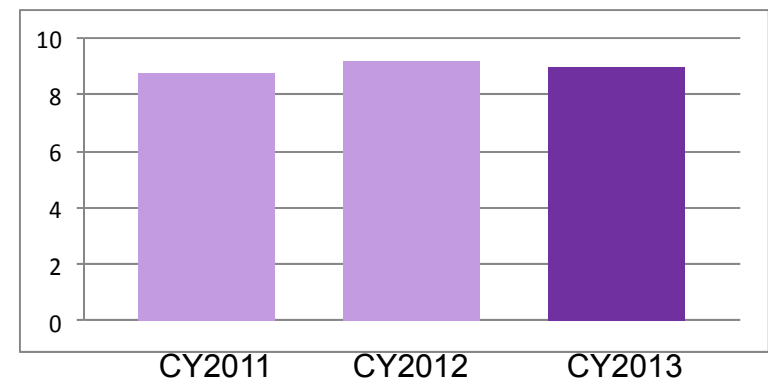
Capital Expenditures (£m) nationalgrid



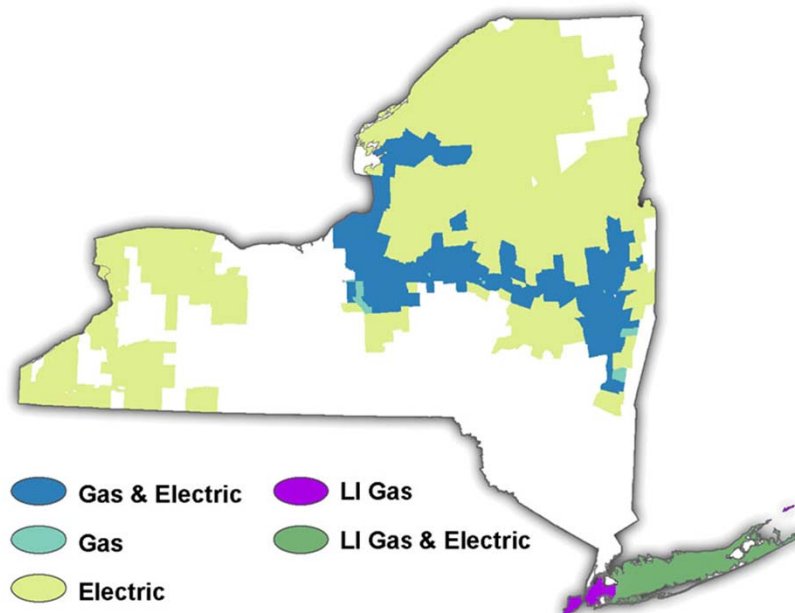
Estimated Rate Bases (£bn)



Achieved Regulated ROE % (Calendar Year)



New York Overview (state regulated**)



Gas Distribution

KEDNY

6,600 kilometres of gas pipelines
3,700 square kilometres (inc. KEDLI)
1.2 million customers

KEDLI

12,700 kilometres of gas pipelines
3,700 square kilometres (inc. KEDNY)
550,000 customers

Niagara Mohawk Power Co

13,800 kilometres of gas pipelines
12,600 square kilometres
590,000 customers

Note: These three utilities are regulated separately

Electricity Distribution

Niagara Mohawk Power Co

57,750 kilometres of overhead lines
65,500 square kilometres
1.6 million customers

**The group also has FERC regulated businesses in New York State

KEDNY Gas Distribution

Brooklyn Union Gas, Downstate New York

Rate Plan

Date of Rate Plan Commencement		1 Jan 2008* (2- year extension)	Length of rate plan *		2 yrs (ends Dec 2014)	
Allowed ROE		9.40%	Latest rate base		\$2.39bn (FY 2014)	
Common Equity Cap Structure		48.0%	Approximate annual assumed expenditures based on rate plan allowances	O&M (2-yr)	\$376m	\$379m
Allowed RoR		6.98%		Dep'n (2-yr)	\$96m	\$102m
Historic/Projected		Projected		Capex (2-yr)	\$320m	\$294m
Earnings Sharing (Customer Share)	✓	80% of Earnings above 9.4%	Additional incentive mechanisms	Off-System Sales TC Sales Energy Efficiency UFG Additional revenue from new customer additions New Performance metrics added (incl. Gas Safety Violations Metric)		
Debt cost variation true up	✗					
Environmental true up	✓	Deferral Account				
Pension & OPEB true up	✓	Deferral Account				
Revenue Decoupling	✓	Residential heating only				
Capex Tracker	✓	Full Net Utility Plant balance and Depreciation Expense Tracker, downward only.	<div>◆ Rate plan modified effective 1 January, 2013; Commission approval received June 2013.</div> <div>◆ On 28 Nov 2012, NY PSC issued Order authorizing recovery of deferred costs. Order allows recovery of \$25m per year in additional revenue primarily for environmental costs incurred through 31 December 2009</div>			
Commodity Bad Debt True up	✓	Annual true up using approved write off rate				
Commodity pass through	✓					
Property Tax	✓	90/10 sharing				

* 2 year extension as agreed in 2013 settlement

KEDLI Gas Distribution

KeySpan Gas East, Long Island

Rate Plan					
Date of Rate Plan Commencement		1 Jan 2008	Length of rate plan *		5 yrs (end Dec 2012)
Allowed ROE		9.80%	Latest rate base		\$2.09bn (FY 2014)
Common Equity Cap Structure		45.0%	Approximate annual assumed expenditure under rate plan allowances	O&M	\$170m (Rate Year 5)
Allowed RoR		8.44%		Dep'n	\$80m (Rate Year 5)
Historic/Projected		Projected		Capex	\$140m (Rate Year 5)
Earnings Sharing (Customer Share)	✓	0% up to 10.5% 50% next 200bp 65% next 100bp 100% above that	Additional incentive mechanisms	Off-System Sales Energy Efficiency UFG Non-firm Sales Additional revenue from new customer additions	
Debt cost variation true up	✗				
Environmental true up	✓	Deferral Account			
Pension & OPEB true up	✓	Deferral Account			
Revenue Decoupling	✓	Residential heating only	<div>◆ On 28 Nov 2012, NY PSC issued Order authorizing recovery of deferred costs. Order allows recovery of \$40m per year in additional revenue primarily for environmental costs incurred through 31 December 2009</div>		
Capex Tracker	✓	Full Net Utility Plant balance and Depreciation Expense Tracker, downward only.			
Commodity pass through	✓				
Commodity Bad Debt True up	✓	Annual true up using approved write off rate			
Property Tax	✓	90/10 sharing			

- ◆ On 28 Nov 2012, NY PSC issued Order authorizing recovery of deferred costs. Order allows recovery of \$40m per year in additional revenue primarily for environmental costs incurred through 31 December 2009

* The existing rate plan continues at rate year five levels in accordance with Case 06-G-1186.

NMPC Gas Distribution

Niagara Mohawk (NiMo), upstate NY

Rate Plan

Date of Rate Plan Commencement		1 April 2013	Length of rate plan		3 yrs (ends Mar 2016)		
Allowed ROE		9.30%	Latest rate base		\$1.01bn (FY 2014)		
Common Equity Cap Structure		48.0%	Approximate annual assumed expenditures based on rate plan allowances	O&M (3-yr)	\$179m	\$162m	\$149m
Allowed RoR for Rate Years 1 to 3*		6.50%; 6.65%; 6.85%		Dep'n (3-yr)	\$44m	\$46m	\$47m
Historic/Projected		Projected		Capex (3-yr)	\$82m	\$87m	\$94m
Earnings Sharing (Customer Share)	✓	0% up to 9.3% 50% next 100bp 75% next 100bp 90% over 11.3%	Additional incentive mechanisms	Off-system Sales Energy Efficiency Non-firm Sales			
Debt cost variation true up	✓	Auction rate debt					
Environmental true up	✓	Deferral Account	<div>◆ New rate case settled. Final Order from NY PSC in March 2013 with new rates effective 1 April 2013</div>				
Pension & OPEB true up	✓	Deferral Account					
Revenue Decoupling	✓	Residential, small and medium C&I					
Capex Tracker	✓	Full Net Utility Plant balance and Depreciation Expense Tracker, downward only.					
Commodity pass through	✓						
Commodity Bad Debt True up	✓	Annual true up using approved write off rate					
Property Tax	✓	80/20 sharing					

◆ New rate case settled. Final Order from NY PSC in March 2013 with new rates effective 1 April 2013

* subject to debt cost true up

NMPC Electric

Niagara Mohawk (NiMo), upstate NY

Rate Plan

Date of Rate Plan Commencement		1 April 2013	Length of rate plan		3 yrs (ends Mar 2016)
Allowed ROE		9.30%	Latest rate base		\$4.25bn (FY 2014)
Common Equity Cap Structure		48.0%	Approximate annual assumed expenditures based on rate plan allowances	O&M (3-yr)	\$979m \$954m \$909m
Allowed RoR for Rate Years 1 to 3*		6.50%; 6.65%; 6.85%		Dep'n (3-yr)	\$180m \$188m \$196m
Historic/Projected		Projected		Capex (3-yr)	\$438m \$454m \$460m
Earnings Sharing (Customer Share)	✓	0% up to 9.3% 50% next 100bp 75% next 100bp 90% over 11.3%		Additional incentive mechanisms	
Storm fund / true up	✓	\$29m Storm fund. Qualified Incremental storm costs per storm deferred			Energy efficiency programs worth ~\$16M Risk adjusted pre-tax through 2011
Debt cost variation true up	✓	Auction rate debt			
Environmental true up	✓	Deferral account			
Pension & OPEB true up	✓	Deferral account			
Revenue Decoupling	✓	Residential and small and large C&I customers*			
Capex Tracker	✓	Full Net Utility Plant balance and Depreciation Expense Tracker, downward only.			
Commodity pass through	✓				
Commodity Bad Debt True up	✓	Annual true up using approved write off rate			
Property Tax	✓	80/20 sharing			

◆ New rate case settled. Final Order from NY PSC in March 2013 with new rates effective 1 April 2013

* subject to debt cost true up

New York Jurisdiction

Regulated asset base (“Rate base”) and returns

Rate bases are reported by regulatory entity as at 31 March 2014. Returns are those for the calendar year ended 31 December 2012

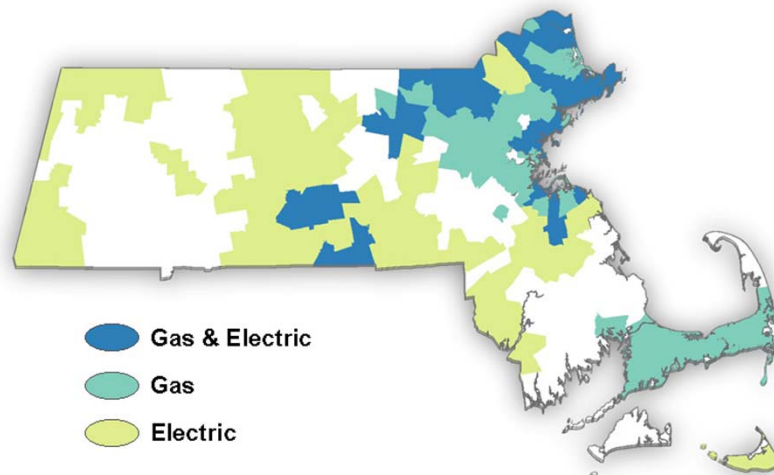
	Long Island (KEDLI)	Downstate New York (KEDNY)	Upstate New York (NMPC Gas)	Upstate New York (NMPC Electric)
Regulator	New York PSC	New York PSC	New York PSC	New York PSC
Rate base (RAV)	\$2,094m	\$2,390m	\$1,013m	\$4,248m
Base allowed return	9.8% (RoE)	9.4% (RoE)	9.3% (RoE)	9.3% (RoE)
Achieved return	8.8%	9.5%	10.3%	8.0%
Equity / debt (assumed)	45 / 55	48 / 52	48 / 52	48 / 52
Sharing factors (shareholder retention at RoE)	100% to 10.5% 50% to 12.5% 35% to 13.5% 0% above 13.5%	20% above 9.4% ^(b)	100% to 9.3% 50% to 10.3% 25% to 11.3% 10% above 11.3%	100% to 9.3% 50% to 10.3% 25% to 11.3% 10% above 11.3%
Last / next case filing	Effective from January 2008	Effective from January 2008 ^(a)	Effective from April 2013	Effective from April 2013

a) *New rates effective Jan 2013 per 2-year settlement agreement*

b) Customers receive 100% of excess earnings if new base rates are not effective by January 1, 2016.

❖ Details of returns and rate base for all rate plans can be found at www.nationalgrid.com. National Grid’s estimate of US rate base: regulatory filings or an alternative US GAAP invested capital measure where either rate base filings are not available or where the current filed rate base currently excludes certain regulatory asset balances

Massachusetts Overview



Gas Distribution

Boston Gas

11,600 kilometres of gas pipelines
3,500 square kilometres
660,000 customers

Colonial Gas

6,200 kilometres of gas pipelines
1,600 square kilometres
190,000 customers

Administered as a single rate case

Electricity Distribution

Massachusetts Electric

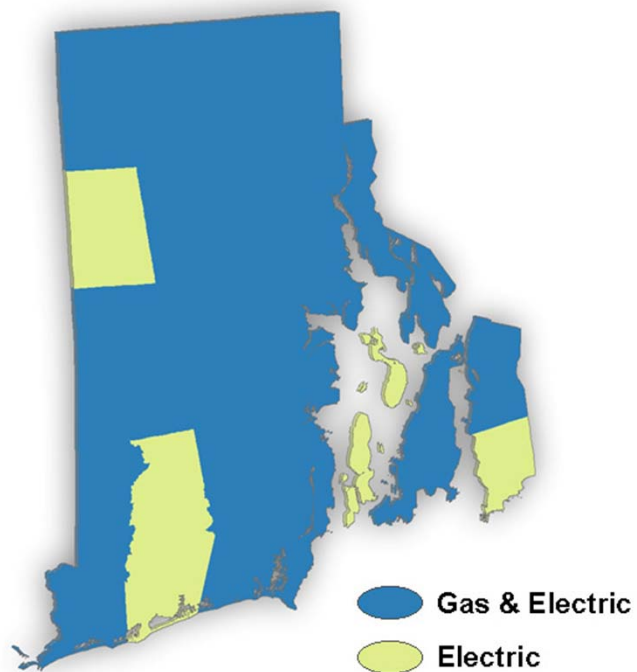
21,200 kilometres of overhead line
Covering 12,000 square kilometres
1.2 million customers

Nantucket Electric

12,650 customers on Nantucket Island
Regulated as part of Massachusetts Electric

Administered as a single rate case

Rhode Island Overview



Gas Distribution

Narragansett Gas

5,100 kilometres of gas pipelines
2,300 square kilometres
250,000 customers

Electricity Distribution

Narragansett Electric

8,000 kilometres of overhead line
2,800 square kilometres
480,000 customers

Administered as a single rate case

Massachusetts Gas Distribution

Boston Gas and Colonial Gas

Rate Plan

Date of Rate Plan Commencement			2 Nov 2010	Length of rate plan		1 year
Allowed ROE			9.75%	Latest rate base		\$1.52bn (FY 2014)
Common Equity Cap Structure			50.0%	Approximate annual assumed expenditure under rate plan allowances	O&M	\$330m
Allowed RoR			7.91% BOS 8.16% COL		Dep'n	\$117m
Historic/Projected			Historic		Capex	N/A ¹
Earnings Sharing (Customer Share)		✖		Additional incentive mechanisms	Off-system Sales Energy efficiency programmes target pre-tax incentive of \$2.8m in C'Y 2014	
Debt cost variation true up		✖				
Environmental true up		✓	Amortised over 7 years			
Pension & OPEB true up		✓	Annual true up-recovered or credited in subsequent 3 yrs			
Revenue Decoupling		✓	Excl. negotiated contracts and gas lighting			
Capex Tracker		✓	For leak prone pipe, annual rate change capped at 1.5% of total revenue based on forecasted investment reconciled annually			
Commodity pass through		✓				
Commodity Bad Debt True up		✓	Full annual true up			

◆ Significant improvement in achieved ROE following implementation of new rate order.

◆ Significant improvement in achieved ROE following implementation of new rate order.

¹ Base rates include no allowance for additional capital investment beyond the depreciation expense allowance in base rates. Funding of capital additions beyond Dec 2008 is pursuant to the CapEx Tracker mechanism

Massachusetts Electric Distribution

MECo and Nantucket Electric Co

Rate Plan

Date of Rate Plan Commencement		1 Jan 2010	Length of rate plan		1 year
Allowed ROE		10.35%	Latest rate base		\$1.81bn (FY 2014)
Common Equity Cap Structure		50.0%	Approximate annual assumed expenditure under rate plan allowances	O&M	\$384m
Allowed RoR		8.14%		Dep'n	\$96m
Historic/Projected		Historic		Capex	N/A ¹
Earnings Sharing (Customer Share)	✓	50% above 10.35%	Additional incentive mechanisms	Energy efficiency programmes target pre-tax incentive of \$13.2m in CY 2014	
Storm fund / true up	✓	Deferral account up to \$20m			
Debt cost variation true up	✖				
Environmental true up	✓	Deferral account			
Pension & OPEB true up	✓	Annual true up-recovered or credited in subsequent 3 yrs			
Revenue Decoupling	✓				
Capex Tracker	✓	Capped at \$170m of capital adds less Depreciation allowance.			
Commodity pass through	✓				
Commodity Bad Debt True up	✓	Full annual true up			

¹ Base rates include no allowance for additional capital investment beyond the depreciation expense allowance in base rates. Funding of capital additions beyond Dec 2008 is pursuant to the CapEx Tracker mechanism

Rhode Island Gas Distribution

Narragansett

Rate Plan

Date of Rate Plan Commencement	1 Feb 2013	Length of rate plan	1 year
Allowed ROE	9.50%	Latest rate base	\$466m (FY 2014)
Common Equity Cap Structure	49.1%	Approximate annual assumed expenditure under rate plan allowances	O&M \$83.5m
Allowed RoR	10.05%		Dep'n \$20m
			Capex N/A ¹
Historic/Projected	Projected		
Earnings Sharing (Customer Share)	✓	0% up to 9.5%	
		50% next 100bp	
		75% above that	
Debt cost variation true up	✗		
Environmental true up	✓		
Pension & OPEB true up	✓		
Revenue Decoupling	✓		
Capex Tracker	✓		
Commodity pass through	✓		
Commodity Bad Debt True up	✓	Annual true up on approved write off rate	

- ◆ New rate case settled and rates effective 1 February 2013
- ◆ 2014/15 Infrastructure, Safety, and Reliability (ISR) Filing approved in March 2014

¹ Base rates include no allowance for additional capital investment beyond the depreciation expense allowance in base rates. Funding of capital additions is pursuant to the CapEx Tracker mechanism approved in ISR filing (mechanism that allows the Company to recover revenue requirement on forecasted capex investment above the level included in base rates).

Rhode Island Electric Distribution

Narragansett

Rate Plan

Date of Rate Plan Commencement		1 Feb 2013	Length of rate plan		1 year
Allowed ROE		9.50%	Latest rate base		\$567m (FY 2014)
Common Equity Cap Structure ¹		49.1%	Approximate annual assumed expenditure under rate plan allowances	O&M	\$123.5m
Allowed RoR ¹		9.68%		Dep'n	\$41m
Historic/Projected		Projected		Capex	N/A ¹
Earnings Sharing (Customer Share)	✓	0% up to 9.5% 50% next 100bp 75% above that	<div> <p>◆ New rate case settled and rates effective 1 February 2013</p> <p>◆ 2014/15 Infrastructure, Safety, and Reliability (ISR) Filing approved in March 2014</p> </div>		
Storm fund/true up	✓	Deferral account			
Debt cost variation true up	✗				
Environmental true up	✓	Deferral account			
Pension & OPEB true up	✓				
Revenue Decoupling	✓				
Capex Tracker	✓				
Commodity pass through	✓				
Commodity Bad Debt True up	✓	Annual true up on approved write off rate			

¹ Base rates include no allowance for additional capital investment beyond the depreciation expense allowance in base rates. Funding of capital additions is pursuant to the CapEx Tracker mechanism approved in ISR filing (mechanism that allows the Company to recover revenue requirement on forecasted capex investment above the level included in base rates).

Massachusetts and Rhode Island Jurisdiction

Regulated asset base (“Rate base”) and returns

Rate bases are reported by regulatory entity as at 31 March 2014. Returns are those for the calendar year ended 31 December 2012

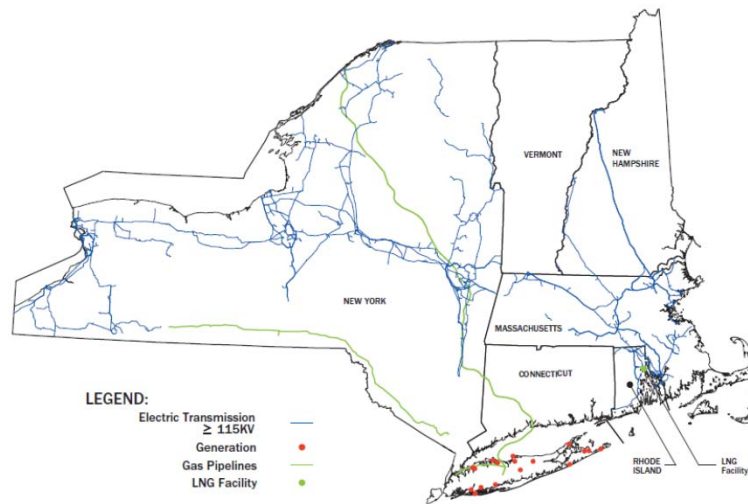
	Massachusetts Electric ^(a)	Massachusetts Gas ^(b)	Narragansett Electric (Distribution)	Narragansett Gas
Regulator	Massachusetts DPU	Massachusetts DPU	Rhode Island PUC	Rhode Island PUC
Rate base (RAV)	\$1,812m	\$1,515m	\$567m	\$466m
Base allowed return	10.35% (RoE)	9.75% (RoE)	9.5% (RoE)	9.5% (RoE)
Achieved return	6.4%	8.5%	10.1%	9.9%
Equity / debt (assumed)	50 / 50	50 / 50	49 / 51	49 / 51
Sharing factors (shareholder retention at RoE)	100% to 10.35% 50% above 10.35%	100%	100% to 9.5% 50% to 10.5% 25% above 10.5%	100% to 9.5% 50% to 10.5% 25% above 10.5%
Last / next case filing	Effective from January 2010	Effective from November 2010	Effective from February 2013	Effective from February 2013

(a) Includes Nantucket Electric. The Massachusetts electric rate base includes \$33m relating to transmission assets

(b) Massachusetts Gas currently comprises two separate entities: Boston Gas and Colonial Gas. Base allowed and achieved ROEs are weighted averages (using rate base).

Details of returns and rate base for all rate plans can be found at www.nationalgrid.com. National Grid's estimate of US rate base: regulatory filings or an alternative US GAAP invested capital measure where either recent rate base filings are not available or where the actual filed rate base currently excludes certain regulatory asset balances.

FERC Overview



Transmission US - electricity

Electricity transmission owner/operator

Own and operate networks in upstate New York, Massachusetts, Rhode Island, New Hampshire and Vermont.

Canadian interconnector

Direct current transmission line
Rated at 450kV

Long Island Generation

Long Island Generation

8 steam units and 41 combustion turbines which are under the PSA – 3,700 MW

4 combustion turbine/diesel units built in 2002 under separate PPAs – 160 MW

FERC

New England Power

Rate Plan

Date of Rate Plan Commencement		Monthly Formula Rate	Length of rate plan		indeterminate
Allowed ROE		10.57%	Latest rate base		\$1.3bn (FY 2014)
Common Equity Cap Structure		65% (actual)	Approximate annual assumed expenditure under rate plan allowances	O&M	N/A - formula rate
Allowed RoR		7.25%		Dep'n	N/A - formula rate
Historic/Projected		N/A		Capex	N/A - formula rate
Earnings Sharing (Customer Share)	✖	N/A	Additional incentive mechanisms	NEP can earn incentive ROE for certain types of capex NEEWS project @ 125bp Pool Tx Facility @ 50bp* RSP-RTF@ 100bp** But not to exceed 11.74% return on total transmission assets	
Storm fund / true up	✖	N/A			
Debt cost variation true up	✖	N/A			
Environmental true up	✖	N/A			
Pension & OPEB true up	✖	N/A	◆ Under NEP's formula rate all costs and capital investment are recovered		
Revenue Decoupling	✖	N/A			
Capex Tracker	✖	N/A			
Commodity pass through	✖	N/A			
Commodity Bad Debt True up	✖	N/A	◆ Under the Oct. 2014 FERC order on transmission rates, the allowed base ROE has been reduced to 10.57% from 11.14%		

* Additional 0.5% RoE incentive adder for RTO participation for transmission through Regional Network Service rates

** Additional 1.0% RoE incentive adder for new transmission in service between 1 January 2004 and 31 December 2008 recovered through the Regional Network Service rates

FERC

Narragansett Electric (Transmission)

Rate Plan

Date of Rate Plan Commencement		Monthly Formula Rate	Length of rate plan		indeterminate
Allowed ROE		10.57%	Latest rate base		\$499m (FY 2014)
Common Equity Cap Structure		50%	Approximate annual assumed expenditure under rate plan allowances	O&M	N/A - formula rate
Allowed RoR		N/A		Dep'n	N/A - formula rate
Historic/Projected		N/A		Capex	N/A - formula rate
Earnings Sharing (Customer Share)	×	N/A	Additional incentive mechanisms	Narr Tx can earn incentive ROE for certain types of capex NEEWS project @ 125bp Pool Tx Facility @ 50bp RSP-RTF@ 100bp But not to exceed 11.74% return on total transmission assets	
Storm fund / true up	×	N/A			
Debt cost variation true up	×	N/A			
Environmental true up	×	N/A			
Pension & OPEB true up	×	N/A			
Revenue Decoupling	×	N/A			
Capex Tracker	×	N/A			
Commodity pass through	×	N/A			
Commodity Bad Debt True up	×	N/A			

- ◆ Under Narr Tx formula rate all Tx costs and capital investment are recovered
- ◆ Under the Oct. 2014 FERC order on transmission rates, the allowed base ROE has been reduced to 10.57% from 11.14%

FERC

Canadian Interconnector

Rate Plan				
Date of Rate Plan Commencement		Monthly Formula Rate	Length of rate plan	
Allowed ROE		13%	Latest rate base	
Common Equity Cap Structure		40%	Approximate annual assumed expenditure under rate plan allowances	O&M
Allowed RoR		8.80%		Dep'n
Historic/Projected		N/A		Capex
Earnings Sharing (Customer Share)	×	N/A	Additional incentive mechanisms	
Storm fund / true up	×	N/A	None	
Debt cost variation true up	×	N/A		
Environmental true up	×	N/A		
Pension & OPEB true up	×	N/A		
Revenue Decoupling	×	N/A		
Capex Tracker	×	N/A		
Commodity pass through	×	N/A		
Commodity Bad Debt True up	×	N/A		

◆ Under the Interconnector formula rate all Tx costs and capital investment are recovered

FERC

Long Island Generation (PSA)

Rate Plan

Date of Rate Plan Commencement		28 May 2013	Length of rate plan: 15 Yrs with option to terminate after 12 years		
Allowed ROE		9.75%	Latest rate base		\$433M (FY 2014)
Common Equity Cap Structure		50%	Approximate annual assumed expenditure under rate plan allowances	O&M	\$117M
Allowed RoR		7.24%		Dep'n	\$53M
Historic/Projected		Projected		Capex	N/A
Earnings Sharing (Customer Share)	✗	N/A	<ul style="list-style-type: none"> ◆ New PSA with LIPA for maximum of 15 years ◆ New PSA gives repowering options ◆ Rate Base includes Dense Packs (~\$83m) which are debt financed 		
Storm fund / true up	✗	N/A			
Debt cost variation true up	✗	N/A			
Environmental true up	✗	Pass Through			
Pension & OPEB true up	✓	Annual Rate Reset			
Revenue Decoupling	✗	N/A			
Capex Levels Agreed to Annually	✓	Annual True Up			
Commodity pass through	✗	N/A			
Commodity Bad Debt True up	✗	N/A			



FERC Jurisdiction

Regulated asset base (“Rate base”) and returns

Rate bases are reported by regulatory entity as at 31 March 2014. Returns are those for the calendar year ended 31 December 2012

	New England Power	Narragansett Electric (Transmission)	Canadian Interconnector ^(a)	Long Island Generation ^(b)
Regulator	FERC	FERC	FERC	FERC
Rate base (RAV)	\$1,277m	\$499m	\$27m	\$433m
Base allowed return	11.14% (RoE)	11.14% (RoE)	13.0% (RoE)	9.75% (RoE)
Achieved return	11.7%	12.0%	13.0%	11.9%
Equity / debt (assumed)	65 / 35	50 / 50	40 / 60	45 / 55 ^(c)
Sharing factors (shareholder retention at RoE)	100%	100%	100%	Incentives
Last / next case filing	Monthly formula rates	Monthly formula rates	Monthly formula rates	New rates effective from 2013

a) National Grid retains 100% of the return it earns on its stake of ~54% in the Canadian Interconnector.

b) Long Island generation rate base includes peaking plant rate base of \$101m

c) Represents a weighted average of our continuing generation (50:50) and peak generation (30:70) plants.

Details of returns and rate base for all rate plans can be found at www.nationalgrid.com. National Grid's estimate of US rate base: regulatory filings or an alternative US GAAP invested capital measure where either recent rate base filings are not available or where the actual filed rate base currently excludes certain regulatory asset balances.

US Return on Equity and Rate Base

US Regulated Entity	Rate Base (\$'m) Year ended 31 March		Achieved regulated return on equity (%) Calendar year	
	2014	2013	2013	2012
New York				
KEDNY	2,390	2,132	9.5	11.0
KEDLI	2,094	1,902	8.8	7.2
NMPC Gas	1,013	923	10.3	5.3
NMPC Electric	4,248	3,971	8.0	8.7
Total New York*	9,745	8,928	8.8	8.5
Massachusetts and Rhode Island				
Massachusetts Gas	1,515	1,373	8.5	12.2
Massachusetts Electric	1,812	1,747	6.4	8.3
Narragansett Gas	466	411	9.9	5.1
Narragansett Electric	567	552	10.1	6.4
Total Massachusetts and Rhode Island*	4,360	4,083	8.0	9.1
FERC				
Long Island Generation	433	464	11.9	13.6
New England Power	1,277	1,006	11.7	11.6
Canadian Interconnector	27	37	13.0	13.0
Narragansett Electric, Transmission	499	527	12.0	11.6
Total FERC*	2,236	2,034	11.8	12.2
Total US*	16,341	15,045	9.0	9.2

* total return weighted by average rate base

EXHIBIT 3

1507573

F A C T S H E E T

CRS #: THM006
 Name: JENKINS, JARRETT
 Address: PO BOX 286
 City/State: BALDWIN, NY 11510
 Home Phone: (000) 000-0000
 Work Phone: (000) 000-0000
 Soc Sec No: [REDACTED]
 Employer: CEASE AND DESIST

Status: 34 RETURNED TO CLNT
 Coll Unit: 666 LEGAL REST
 Date Last: 01/23/08
 Activity Code: NU ACTIVE DEBTOR
 Spouse Name Last: [REDACTED]
 SS# 000-00-0000
 Emp (000) 000-0000
 Co Maker Last: [REDACTED]
 SS# 000-00-0000
 Home (000) 000-0000
 Emp (000) 000-0000
 Prev Citi# Last: [REDACTED]

Client #: KYSPNY-V
 NATIONAL GRID
 Acct #: 00245910882
 Regarding: BALANCE PAST DUE
 Amt Referred: 1627.48
 Current Bal: 1627.48
 Comm Rate: [REDACTED]
 Costs: 0.00
 Ck Chg/Fee: 0.00
 Other 0.00
 Interest Rate: 0.000%
 Interest Amt: 0.00
 Date Received: 03/05/11
 ***** RETURNED *****

First:

First:

First:

-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT-----	ID
				03/05/11	18:43	CO/CO		SYS
						TRANSFERRED FROM N6-MAIN		
						FIRST NOTICE SENT ON N6		
				03/06/11	06:10	TU/TA	SENT TO TRIGGER	TRG
				03/06/11	20:01	IR/GI		LXN
						NB SKP - SHP ASC REL		
				03/07/11	06:06	CC/CC	SCORE-0	TRG
				03/08/11	03:13	IR/GI	UP SKP - SWITCH	LXN
				03/08/11	04:10	VR/NG	030711 0841	VOX
						IH.HU 5168413132 LV ANSWERING MACH		
				03/08/11	11:45	DR/MH		T1
						5168413132 93MNBZP ROBER27		
				03/09/11	03:04	IR/GI		LXN
						UP SKP - NO INFO		
				03/10/11	04:15	VR/LM	030911 1738	VOX
						IH.DA 5168413132 LV MACHINE LM		

1507573

THM006 JENKINS, JARRETT

Page 2

PAYMENTS				TRANSACTIONS				ID
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	COMMENT	ID
				03/10/11	17:45	VR/NG	031011 0903	VOX
				IH.HU	5168413132	LV	ANSWERING MACH	
				03/11/11	18:40	VR/LM	031111 1416	VOX
				IH.DA	5168413132	LV	MACHINE LM	
				03/12/11	13:53	VR/LM	031211 0804	VOX
				IH.DA	5168413132	LV	MACHINE LM	
				03/14/11	00:48	TA/SOX		-NP
				03/14/11	00:48	CC/CC	LEVEL 05	-NP
				03/30/11	17:16	DR/AM		T1
					5168413132	93MKYS1P	ROBER27	
				04/08/11	12:17	DR/MH		T1
					5168413132	93MKYS1P	ROBER27	
				04/12/11	08:14	DR/DL		T1
					5168413132	93MKYS1P		
				04/12/11	08:14	DR/MH		T1
					5168413132	93MKYS1P	ROBER27	
				04/20/11	08:13	DR/DL		T1
					5168413132	93MKYS1P		
				04/20/11	08:13	DR/DL		T1
					5168413132	93MKYS1P		
				04/20/11	08:13	DR/DL		T1
					5168413132	93MKYS1P		
				04/25/11	16:54	CC/CC		SYS
					CHGCOM FR 40.00	00245910882		
				04/29/11	17:16	DR/NA		T1
					5168413132	93MKYS1P		
				06/23/11	04:57	MH/LM	062211 2002	ASP
					5168413132			
				06/29/11	05:50	MH/LM	062811 0914E	ASP
					5168413132			
				07/05/11	16:30	VR/LM	070511 0931E	VOX
				IH.DA	5168413132	LV	MACHINE LM	
				07/16/11	04:38	MH/NA	071511 1114E	ASP
					5168413132			
				07/22/11	04:39	MH/LM	072111 1346E	ASP
					5168413132			
				07/25/11	15:15	DR/DL		T1
					5168413132	93MKYS1P		
				08/19/11	17:02	VR/CT	081911 1136E	VOX
				IH.DP	5168413132	LV	HUNG UP IN OPE	
				08/24/11	18:00	VR/CT	082411 1116E	VOX
				IH.DP	5168413132	LV	HUNG UP IN OPE	
				08/31/11	05:56	MH/DL	083011 1033E	ASP
					5168413132			
				09/09/11	11:55	DR/NA		T1
					5168413132	93MKYS1P		
				09/13/11	18:03	VR/CT	091311 0823E	VOX
				IH.DP	5168413132	LV	HUNG UP IN OPEN	
				ING				
				09/16/11	18:51	VR/CT	091611 1023E	VOX
				IH.DP	5168413132	LV	HUNG UP IN OPEN	
				ING				
				09/21/11	16:14	CC/CC	HP CONSENT U-M	SYS
				09/21/11	16:14	CC/CC		SYS

Page 2

1507573
02/08/13 15:01 IM/SC COR

THM006 JENKINS, JARRETT

Page 4

PAYMENTS				TRANSACTIONS				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	COMMENT	ID
							ALL CHARGES REQUESTED	
				02/08/13	15:01	IM/SC		COR
							RCVD CERT MAIL DISPUTE REQST VERIF C	
							EASE AND DESIST	
				02/08/13	15:01	IM/SC		COR
							IMAGE 201302081203069 THM006ZGV	
				02/08/13	15:01	IM/SC		COR
							CERTIFIED - CHANGE OF ADDRESS	
				02/08/13	15:01	IM/SC	TABLE 28	COR
				02/11/13	06:06	CC/CC		DNC
							F SCREEN 3-1 STATUS FROM 8-BAD NUMBE	
							R TO 6-CEASE CALLS	
				02/11/13	09:51	CO/CO		Z9X
							ENTERED IN ACCESS 13-014084	
				02/12/13	09:49	CC/CC	WAS MR	YH9
				02/12/13	10:01	CO/CO		YH9
							LETTER SENT TO QC	
				02/14/13	16:27	CO/CO		V2R
							LTR QCD, OK TO SEND.	
				02/18/13	08:41	CO/CO		YH9
							SENT DISPUTE PACKET CBR DA LETTER	
							TO CNSMER.	
				02/21/13	10:03	SC/SC		C3J
							EMAIL CLIENT FOR ISOB	
				03/12/13	12:20	SR/SC		UBU
							RECD CORR FROM CONSUMER ASKING	
				03/12/13	13:05	SR/SC		UBU
							ABOUT CBR AND 2 ACCTS. RESENDING	
							LETTER THAT CBR DELETED	
				03/12/13	13:13	CC/CC	ACCT VIEW ONLY	UBU
				03/12/13	13:18	CS/23		UBU
				03/12/13	13:18	TA/IDM		UBU
				03/12/13	13:18	SR/SC		UBU
							SENT ACCT ON HOLD PENDING CLOSURE	
							CBR DEL	
				09/05/13	09:21	SC/SC	RCVD ADL	AHS
				09/05/13	09:21	SC/SC	PROSE	AHS
				09/06/13	18:04	SR/SC		YCM
							SENT ELECTRONIC UDF TO DELETE FROM	
							3 CBRs. PO BOX 286 BALDWIN, NY	
							11510.	
				11/12/13	14:57	CC/CC	SCORE-541	SYS
				11/18/13	15:08	SO/UR		SYS
							SOL DATE 00-00-00 - CBR23359039	
				11/22/13	14:44	SO/UR		SYS
							SOL DATE 01-23-11 - CBR23359039	
				02/26/14	09:30	CC/CC		SYS
							RETURN KYSPNYV-00245910882	
				02/26/14	09:30	CS/82		SYS
				07/09/14	13:18	IM/SC	RCVD ADL	GOT

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1507573
07/11/14 15:15 SC/SC W7S
SENT ELECTRONIC UDF TO DELETE FROM
3 CBRS PO BOX 286 BALDWIN NY 11510.
08/04/14 15:30 IM/SC RCVD LAWSUIT G0T

THM006 JENKINS, JARRETT

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-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT-----	ID

Date Printed: Aug 4, 2014

EXHIBIT 4

1507575

F A C T S H E E T

CRS #: SYK255
 Name: JENKINS, JARRETT
 Address: PO BOX 286
 City/State: BALDWIN, NY 11510
 Home Phone: (000) 000-0000
 Work Phone: (000) 000-0000
 Soc Sec No: [REDACTED]
 Employer: CEASE AND DESIST

Status: 34 RETURNED TO CLNT
 Coll Unit: 666 LEGAL REST
 Date Last: 04/21/08
 Activity Code: NU ACTIVE DEBTOR
 Spouse Name Last:
 SS# 000-00-0000
 Emp (000) 000-0000
 Co Maker Last:
 SS# 000-00-0000
 Home (000) 000-0000
 Emp (000) 000-0000
 Prev Citi# Last:

Client #: KYSPNY-V
 NATIONAL GRID
 Acct #: [REDACTED] 1015
 Regarding: BALANCE PAST DUE
 Amt Referred: [REDACTED]
 Current Bal: [REDACTED]
 Comm Rate: [REDACTED]
 Costs: 0.00
 Ck Chg/Fee: 0.00
 Other 0.00
 Interest Rate: 0.000%
 Interest Amt: 0.00
 Date Received: 02/05/11
 ***** RETURNED *****

First:

First:

First:

-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT-----	ID
				02/05/11	22:02	CO/CO		SYS
						TRANSFERRED FROM N6-MAIN		
						FIRST NOTICE SENT ON N6		
				02/06/11	06:06	TU/TA	SENT TO TRIGGER	TRG
				02/06/11	09:02	IR/GI		LXN
						NB SKP - SHP ASC REL		
				02/07/11	06:06	CC/CC	SCORE-0	TRG
				02/08/11	03:04	CC/CC		LXN
						HP SWITCH TYPE U-O		
				02/08/11	03:04	CC/CC	HP CONSENT U-M	LXN
				02/08/11	03:04	IR/GI	UP SKP - SWITCH	LXN
				02/09/11	04:11	MN/CT	020811 1802	VOX
						MO.DP 5168413132 LV	HUNG UP IN OPE	
				02/10/11	10:31	CC/CC		RAM
						HP SWITCH TYPE O-U		
				02/10/11	10:31	CC/CC	HP CONSENT M-U	RAM

1507575

SYK255 JENKINS, JARRETT

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-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT-----	ID
				02/14/11	00:54	TA/SOX		-NP
				02/14/11	00:54	CC/CC	LEVEL 05	-NP
				02/17/11	04:55	MN/CT	021611 1432	VOX
				MO.DP	5168413132	LV	HUNG UP IN OPE	
				02/23/11	19:47	MN/CT	022311 1229	VOX
				MO.DP	5168413132	LV	HUNG UP IN OPE	
				03/30/11	17:13	DR/MH		T1
				5168413132	93MKYS1P		ROBER27	
				04/08/11	12:13	DR/DL		T1
				5168413132	93MKYS1P			
				04/08/11	12:14	DR/MH		T1
				5168413132	93MKYS1P		ROBER27	
				04/12/11	08:12	DR/MH		T1
				5168413132	93MKYS1P		ROBER27	
				04/20/11	08:10	DR/DL		T1
				5168413132	93MKYS1P			
				04/20/11	08:10	DR/DL		T1
				5168413132	93MKYS1P			
				04/20/11	08:11	DR/DL		T1
				5168413132	93MKYS1P			
				04/25/11	16:54	CC/CC		SYS
				CHGCOM	FR 40.00		1015	
				04/29/11	17:13	DR/NA		T1
				5168413132	93MKYS1P			
				06/23/11	04:56	MH/LM	062211 1812	ASP
				AH.LM	5168413132			
				06/29/11	05:50	MH/LM	062811 0913E	ASP
				AH.LM	5168413132			
				07/16/11	04:38	MH/NA	071511 1113E	ASP
				AH.NA	5168413132			
				07/22/11	04:39	MH/DL	072111 1344E	ASP
				AH.DL	5168413132			
				07/25/11	15:13	DR/AM		T1
				5168413132	93MKYS1P		ROBER27	
				08/31/11	05:56	MH/LM	083011 1034E	ASP
				AH.LM	5168413132			
				09/09/11	11:53	DR/NA		T1
				5168413132	93MKYS1P			
				09/21/11	15:51	CC/CC	HP CONSENT U-M	SYS
				09/21/11	15:51	CC/CC		SYS
							HP SWITCH TYPE U-C	
				11/18/11	12:43	MH/LM	091211 1609E	ASP
				AH.LM	5168413132			
				01/24/13	06:43	CS/10		SYS
				01/24/13	06:43	SC/SC		SYS
							CDV DELETE-DISPUTE	
				01/25/13	06:05	TU/TO	TRIGGER REMOVED	TRG
				01/25/13	06:54	SC/SC		SYS
							CDV DELETE-DISPUTE	
				01/25/13	12:00	TA/JAG		COR
				01/25/13	12:00	IM/SC	STAT UNCHNGD	COR
				01/25/13	12:00	CC/CC	A1-PO BOX 308	COR
				01/25/13	12:00	CC/CC		COR
				CSZ-BALDWIN		NY	115100308	

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SYK255 JENKINS, JARRETT

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-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	----COMMENT----	ID
				01/25/13	12:00	IM/SC		COR
							ALL CHARGES REQUESTED	
				01/25/13	12:00	IM/SC		COR
							RECD CERTIFIED COA DISPUTE REQ VERIF	
				01/25/13	12:00	IM/SC		COR
							IMAGE 201301250000009 SYK255ZGZ	
				01/25/13	12:00	IM/SC		COR
							CERTIFIED - DISPUTES - REPORTED	
				01/25/13	12:00	IM/SC	TABLE 01	COR
				01/25/13	12:00	CC/CC		COR
							U01-ADDED DISPUTE INFO	
				01/25/13	12:00	IM/SC	STAT UNCHNGD	COR
				01/25/13	12:00	IM/SC		COR
							ALL CHARGES REQUESTED	
				01/25/13	12:00	IM/SC		COR
							RECD CERTIFIED COA DISPUTE REQ VERIF	
				01/25/13	12:00	IM/SC		COR
							IMAGE 201301250000009 SYK255ZGZ	
				01/25/13	12:00	IM/SC		COR
							CERTIFIED - CHANGE OF ADDRESS	
				01/25/13	12:00	IM/SC	TABLE 28	COR
				01/28/13	09:10	CC/CC	ACCT VIEW ONLY	WOP
				01/28/13	12:07	CO/CO		Y9D
							ENTERED IN ACCESS 13-008689	
				01/29/13	10:00	CC/CC	WAS MR	YH9
				01/29/13	10:06	CO/CO		YH9
							LETTER SENT TO QC	
				01/31/13	11:47	CO/CO		V2R
							LTR QCD, OK TO SEND.	
				02/04/13	08:23	CO/CO		YH9
							SENT DISPUTE PACKET CBR DA LETTER	
							TO CNSMER.	
				02/08/13	11:36	CC/CC	HP-5168413132	ZGV
				02/08/13	11:36	CC/CC		ZGV
							HP SWITCH TYPE C-U	
				02/08/13	11:36	CC/CC	HP CONSENT M-U	ZGV
				02/08/13	15:01	IM/SC	STAT UNCHNGD	COR
				02/08/13	15:01	IM/SC		COR
							ALL CHARGES REQUESTED	
				02/08/13	15:01	IM/SC		COR
							RCVD CERT MAIL DISPUTE REQST VERIF C	
							EASE AND DESIST	
				02/08/13	15:01	CC/CC	EMPLOYER	COR
				02/08/13	15:01	IM/SC		COR
							IMAGE 201302080000009 SYK255ZGV	
				02/08/13	15:01	IM/SC		COR
							CERTIFIED - C SPUTE - REPORTED	
				02/08/13	15:01	IM/SC	TABLE 04	COR
				02/08/13	15:01	IM/SC	STAT UNCHNGD	COR
				02/08/13	15:01	IM/SC		COR
							ALL CHARGES REQUESTED	
				02/08/13	15:01	IM/SC		COR
							RCVD CERT MAIL DISPUTE REQST VERIF C	

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1507575
EASE AND DESIST

SYK255 JENKINS, JARRETT

Page 4

-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT-----	ID
				02/08/13	15:01	IM/SC		COR
							IMAGE 201302080000009 SYK255ZGV	
				02/08/13	15:01	IM/SC		COR
							CERTIFIED - CHANGE OF ADDRESS	
				02/08/13	15:01	IM/SC	TABLE 28	COR
				02/11/13	06:06	CC/CC		DNC
							F SCREEN 3-1 STATUS FROM 8-BAD NUMBE	
							R TO 6-CEASE CALLS	
				02/11/13	09:50	CO/CO		Z9X
							ENTERED IN ACCESS 13-014084	
				02/12/13	09:51	CO/CO		YH9
							PLACED IN NEEDS REVIEW LOG	
							LETTER SENT TO QC	
							PLS DISREGARD NEEDS REVIEW COMMENT	
				02/12/13	10:01	CO/CO		YH9
							LETTER SENT TO QC	
				02/14/13	16:27	CO/CO		V2R
							LTR QCD, OK TO SEND.	
				02/18/13	08:41	CO/CO		YH9
							SENT DISPUTE PACKET CBR DA LETTER	
							TO CNSMER.	
				02/19/13	15:00	IM/SC	STAT UNCHNGD	COR
				02/19/13	15:00	IM/SC		COR
							ALL CHARGES REQUESTED	
				02/19/13	15:00	IM/SC		COR
							RCVD CERT MAIL DISPUTE MEN CBR REQST	
							VERIF IN 10 DAYS CND	
				02/19/13	15:00	IM/SC		COR
							IMAGE 201302190000009 SYK255ZGV	
				02/19/13	15:00	IM/SC		COR
							CERTIFIED - C SPUTE - REPORTED	
				02/19/13	15:00	IM/SC	TABLE 04	COR
				02/19/13	15:00	IM/SC	STAT UNCHNGD	COR
				02/19/13	15:00	IM/SC		COR
							ALL CHARGES REQUESTED	
				02/19/13	15:00	IM/SC		COR
							RCVD CERT MAIL DISPUTE MEN CBR REQST	
							VERIF IN 10 DAYS CND	
				02/19/13	15:00	IM/SC		COR
							IMAGE 201302190000009 SYK255ZGV	
				02/19/13	15:00	IM/SC		COR
							CERTIFIED - CHANGE OF ADDRESS	
				02/19/13	15:00	IM/SC	TABLE 28	COR
				02/20/13	11:58	CC/CC	ACCT VIEW ONLY	WOP
				02/20/13	13:31	CC/CC	ACCT VIEW ONLY	UBU
				02/20/13	13:35	SR/SC		UBU
							RECD EXEC COMP INTO MICHAEL BARRIST	
							FROM CONSUMER DISPUTING DEBT REQ	
							VAL AND MENTIONS CBR, STATES CND	
							AND NO CALLS	

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1507575
 02/20/13 13:35 CS/23 UBU
 02/20/13 13:35 TA/IDM UBU
 02/26/13 14:47 SR/SC UBU
 RECD IB FOR THE CONSUMER

SYK255 JENKINS, JARRETT

Page 5

-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT-----	ID
				02/26/13	15:41	SR/SC		UBU
							SENT FWD VAL ACCT IS IN A STATUS TO PREVENT FURTHER COLLECTION AND CBR DEL LETTER	
				03/12/13	12:13	SR/SC		UBU
							RECD CORR FROM CONSUMER SAYING THANK YOU FOR LETTER BUT MENTIONING CBR BUT ALREADY SAID DELETED	
				03/12/13	13:17	SR/SC		UBU
							SENT ACCT ON HOLD PENDING CLOSURE CBR DEL LETTER	
				09/05/13	09:23	SC/SC	RCVD ADL-PRO-SE	AHS
				09/06/13	18:07	SR/SC		YCM
							SENT ELECTRONIC UDF TO DELETE FROM 3 CBRs. PO BOX 286 BALDWIN, NY 11510.	
				11/12/13	14:57	CC/CC	SCORE-541	SYS
				11/18/13	14:59	SO/UR		SYS
							SOL DATE 00-00-00 - CBR23121915	
				11/22/13	14:41	SO/UR		SYS
							SOL DATE 04-21-11 - CBR23121915	
				01/29/14	08:37	CC/CC		SYS
							RETURN KYSPNYV [REDACTED] 11015	
				01/29/14	08:37	CS/82		SYS
				07/09/14	13:18	IM/SC	RCVD ADL	GOT
				07/11/14	15:22	SC/SC		W7S
							SENT ELECTRONIC UDF TO DELETE FROM 3 CBRs PO BOX 286 BALDWIN NY 11510.	
				08/04/14	15:31	IM/SC	RCVD LAWSUIT	GOT

Date Printed: Aug 4, 2014

1507575

EXHIBIT 5

June 15, 2015

Bill Account Number: [REDACTED] 5366
Service Address: 914 CUTLER ST FL 1
SCHENECTADY NY 12303

FRANCES ROYAL
914 CUTLER ST FL 1
SCHENECTADY NY 12303

Dear Customer:

Our records indicate your Final Bill for the service at the address shown above remains unpaid. Please remit full payment of \$ [REDACTED] within the next five (5) days.

Failure to pay the outstanding balance may negatively affect your credit rating. This could include referral to an outside collection agency or transfer of the balance to a current or future active National Grid account.

In the event that you are sued and a judgement is obtained to satisfy this debt, State law allows the recovery of court costs and interest in addition to the amount owed.

Please give this matter immediate attention to avoid further action. If there is a reason you cannot pay this bill, please call us at 1-800-443-1837 from 7:00 a.m. to 9:00 p.m., Monday through Friday, or 7:00 a.m. to 5:00 p.m. Saturday, to discuss possible payment options.

If your payment has already been made or you have been in contact with National Grid, please disregard this letter.

Sincerely,

National Grid

300 Erie Blvd West, Syracuse, NY 13202-4250
1-800-443-1837 • www.nationalgrid.com

Bill Account Number

[REDACTED] 5366

Past Due Balance

\$ [REDACTED]

FRANCES ROYAL
914 CUTLER ST FL 1
SCHENECTADY, NY 12303

\$

ENTER AMOUNT ENCLOSED

Write account number on check and make payable to
National Grid

NATIONAL GRID
P.O. BOX 11742
NEWARK, NJ 07101-4742



000000000 [REDACTED] 53665001675806166

EXHIBIT 6

**MERCANTILE**

Innovative Solutions, Exceptional Results

PH:1-800-466-5259

Secure online payment can be made at:
www.mercantilewebpymt.com
 Pass Phrase: 90824

Office Hours (Eastern Time):

Monday - Thursday 8:00 am - 9:00 pm
 Friday 8:00 am - 5:00 pm

June 20, 2015

CD01

Current Creditor:	NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID
Account Number:	5366
Reference Number:	62802245
Current Balance:	\$
Amount Enclosed:	\$

Please send payments or correspondence to:
 MERCANTILE ADJUSTMENT BUREAU, LLC
 PO BOX 9054
 WILLIAMSVILLE NY 14231-9054

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

FRANCES ROYAL

June 20, 2015

Mercantile Adjustment Bureau, LLC has received authorization from NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID, to initiate collection efforts to recover the total amount due as noted above.

It is important for you to know that we are available to work with you on behalf of our client to help you satisfy the debt in a manner that is fair and equitable to all parties. Our account representatives are ready to assist you with making the arrangements necessary to resolve this matter.

Sincerely,

Todd Winsor
 PH:1-800-466-5259

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Calls to or from this company may be monitored or recorded for quality assurance purposes.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

We are required by regulation of the New York State Department of Financial Services to notify you of the following information. This information is NOT legal advice.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- | | |
|---|--|
| 1. Supplemental security income, (SSI); | 7. Workers' compensation benefits; |
| 2. Social security; | 8. Public or private pensions; |
| 3. Public assistance (welfare); | 9. Veterans' benefits; |
| 4. Spousal support, maintenance (alimony) or child support; | 10. Federal student loans, federal student grants, and federal work study funds; and |
| 5. Unemployment benefits; | 11. Ninety percent of your wages or salary earned in the last sixty days. |
| 6. Disability benefits; | |

New York City Department of Consumer Affairs License Number(s) 1310227 & 1310229.

6/26/15

See copy of Letter
 Todd Winsor