

2. Entergy New Orleans, Inc. ("ENO") (a subsidiary of Entergy), a domestic corporation authorized to and doing business in the State of Louisiana, Parish of Orleans and whose registered agent for service of process is Marcus V. Brown, 639 Loyola Avenue, 26th Floor, New Orleans, Louisiana 70113.

THE CLASS

2.

ENO Customers bring this action on behalf of themselves and all other persons similarly situated, who are members of the following Class (*i.e.*, the "Class" or "Class Members"):

All ENO electricity customers or those individuals who are dependent on the customer's receipt of electricity (other occupants of residential customers' property and employees of commercial customers) who lost electricity on or after August 28, 2012 as a result of or associated with Tropical Storm or Hurricane Isaac (referred to herein as "Isaac").

3.

The number of Class Members exceeds 100,000 and, thus, joinder of all Class Members is impractical.

4.

There are questions of law and fact common to all Class Members which predominate over any questions effecting only individual members of the Class, which include, but are not limited to, the following:

- a. Were Entergy and ENO adequately prepared to address the effects of Isaac;
- b. Did Entergy and ENO adequately respond to the effects of Isaac; and
- c. Did Entergy and ENO breach their duties and/or obligations to the Class to adequately prepare and respond to Isaac.

5.

The claims of Payton and Salire are typical of the claims of the Class they represent as, like all other Class Members, Payton and Salire are customers of ENO and lost electrical services during Isaac.

6.

Payton and Salire will fairly and adequately represent and protect the interest of all the Class Members, and further, Payton and Salire have retained attorneys highly experienced in class actions to represent the Class Members herein.

7.

As of August 30, 2012, 769,000 customers of Entergy, most residing in Louisiana, were experiencing outages associated with Isaac, according to an Entergy press release. A Class, therefore, is superior to other available methods for the fair and efficient adjudication of this litigation as joinder of all members of the Class is impractical. Individual litigation by each Class Member would be unduly burdensome to the courts in which the individual litigation would proceed, would create the risk of inconsistent or varying adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of other Class Members not party to the adjudications and would substantially impair or impede their ability to protect their interests. By contrast, the class action device presents fewer management difficulties and provides the benefits of unitary adjudication, economies of time and comprehensive supervision by one court and one resolution of the applicable facts and law on the questions common to all Class Members.

8.

Common issues of law and fact relative to resolution of Entergy and ENO's liability for failing to adequately prepare and respond to Isaac must be decided as the threshold liability issue herein. That issue is uniform for each of the Class Members prior to any individual issues being determined. Therefore, class certification is the superior method of resolving these claims.

THE FACTS

9.

ENO is the electric and gas utility serving most of Orleans Parish. As of December 31, 2011, ENO serviced approximately 161,000 electric customers and 101,000 natural gas customers.¹ ENO is a subsidiary of Entergy.

10.

Entergy purports to respond to power interruptions "with military precision".² Pursuant to its website, Entergy makes the following representations regarding its storm preparedness and response protocol:

¹ See http://www.entergy-neworleans.com/about_entergy/default.aspx, a copy of which is attached hereto as Exhibit "1".

² See http://entergy-neworleans.com/your_home/storm_center/preparations.aspx, attached hereto as Exhibit "2".

Monitor. We continually monitor threatening weather that could possibly affect our customers. We utilize the latest high-tech tools and services to track these weather systems 24/7-365.

Mobilize. Before a storm hits, Entergy workers, contractors and personnel from neighboring utilities mobilize on the ground to respond to the weather emergency. Safety and your power are always our priorities.

Act. We monitor our response and mobilize our resources to restore outage sources wherever they may occur. Sometimes that means repairing a power line right outside your door. And sometimes that means an overhaul of a power substation several miles away. All the while, we communicate with our customers, the media and government officials – every day until power is restored.

Learn. We review our performance following each and every storm, learning valuable lessons for ways to restore power quicker, safer and more efficiently.

Collaborate. We never stop seeking new ideas, resources and processes to improve our storm response. So each year we collaborate with government officials, contractors and neighboring utilities to develop new best practices.

Train. Each year at Entergy, we assemble our troops for Storm Response Training. We also conduct detailed storm simulations to stay storm-ready year round.³

11.

Pursuant to Entergy press releases, it began monitoring the development of Isaac on August 23, 2012.⁴ Entergy advised on August 27, 2012 at 9:41 a.m. that “Entergy system company and contract employees will begin relocating today from other areas of the company to be in position to respond to power outages cause by Isaac.”⁵ Additionally, Entergy stated that it was requesting 4,350 additional workers from outside the service territory to help restore services.⁶ Later the same day, Entergy reduced the amount of additional workers it was requesting to 3,750.⁷

12.

On August 28, 2012 at 10:06 a.m., Entergy advised that outages as a result of Isaac were expected.⁸ The company had “identified storm teams that are prepared to respond” and was seeking 3,750 additional workers from outside the service territory to assist in restoring service.⁹ However, Entergy warned that “arrival of these extra resources could be affected by other utility companies using those resources to make repairs before releasing them to help Entergy.”¹⁰

³ *Id.*

⁴ Exhibit “3”.

⁵ Exhibit “4”.

⁶ *Id.*

⁷ Exhibit “5”.

⁸ Exhibit “6”.

⁹ *Id.*

¹⁰ *Id.*

13.

Isaac made landfall in southeast Louisiana on August 28, 2012. At that time, Entergy was purportedly “gathering a workforce of more than over 5,000 company and contract workers to help restore power as it prepares for the probability that the storm could affect all or significant parts of Entergy’s service territory.”¹¹

14.

On August 29, 2012, Entergy advised that “high winds, floodwaters and other hazards are preventing restoration workers from restoring electrical service to our customers. We are using the time to sharpen our plans and process donor crews so that we can start restoring your services.”¹² At that point, Entergy was purportedly continuing to gather a workforce of more than 10,000 workers to help with power restoration.¹³ As of 4:00 p.m. on that date, over 662,000 Entergy customers were experiencing power outages, with the vast majority in Louisiana.¹⁴

15.

On August 30, 2012, two days after Isaac made landfall, system-wide outages peaked at just over 769,000.¹⁵ At that point, one substation and three transmission lines in the ENO territory were damaged.¹⁶ Entergy advised that they had increased the workforce to over 12,000, with some workers on the ground and some still en route.¹⁷

16.

As of August 31, 2012 at 11:00 a.m., 117,541 ENO Customers were without power and just 7 percent of ENO Customers who had lost power had been reconnected.¹⁸ By 11:30 a.m. on September 2, 2012, five days after Isaac made landfall, 54,156 ENO Customers remained without power and only 57 percent of ENO Customers had found their power restored.¹⁹

17.

Upon information and belief, despite Entergy’s representations to the contrary, Entergy and ENO failed to adequately prepare for Isaac’s arrival and failed to adequately respond with

¹¹ Exhibit “7”.

¹² Exhibit “8”.

¹³ *Id.*

¹⁴ Exhibit “9”.

¹⁵ Exhibit “10”.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ Exhibit “11”.

¹⁹ Exhibit “12”.

appropriate urgency once the storm's damage became apparent. As a result, Payton, Salire and the Class Members lost power for far longer than was necessary.

18.

Entergy and ENO have experienced prior power outages related to tropical storms and hurricanes and should have been adequately prepared to address same. In fact, after Katrina and Rita, Entergy and/or its subsidiaries which service Louisiana received hundreds of millions of dollars from Federal sources and were allowed surcharges of 10% and 6%, respectively, to develop better infrastructure, be prepared and respond appropriately (estimated to be over a billion dollars). That did not occur. Entergy and ENO should have developed a plan to immediately begin repairs upon the passage of Isaac. Entergy undertook responsibility along with its subsidiaries to prepare for the impact on its subsidiaries' customers (including the Class) and implement the response as evidenced by its active role both before and after Isaac and its numerous publications regarding same.

19.

Entergy and ENO are jointly, severally and/or solidarily liable for breach of the duties and/or obligations owed to the Class.

20.

As a result of Entergy and ENO's lack of preparation and delay in restoring services, Payton, Salire and the Class Members have suffered damages.

21.

As a result of the foregoing, Entergy and ENO are justly, truly and solidarily indebted pursuant to Louisiana law to the Class Members, in an amount deemed reasonable by this Court, with legal interest thereon from the date of judicial demand until paid and for all costs of these proceedings.

22.

The Class requests a trial by jury.

WHEREFORE, Courtney Payton and Salire Fitness, L.L.C., on behalf of themselves and all of the members of the Class, pray that after due proceedings are had, the Court: (a) certify a Class herein; (b) appoint Courtney Payton and Salire Fitness, L.L.C. as representatives of the Class; (c) render Judgment in favor of each member of the Class requiring Entergy Corporation

and Entergy New Orleans, Inc. to pay money damages as found appropriate pursuant to Louisiana law including legal interest from the date of demand in this proceeding and all costs of these proceedings; and, (d) for all general and equitable relief deemed appropriate by the Court.

CLASS ACTION CLAIM II:

GUIDRY and LEE, individually and on behalf of the Class

v.

***ENTERGY CORPORATION
and ENTERGY LOUISIANA, L.L.C.***

NOW INTO COURT, through undersigned counsel, come June Guidry (“Guidry”), an individual of full age of majority who resides in Jefferson Parish, Louisiana, and Lee Medical International, Inc. (“Lee”), a Louisiana corporation residing and doing business in Jefferson Parish, Louisiana, collectively “ELA Customers”, who, individually and as representatives of the class described herein, respectfully aver as follows:

THE DEFENDANTS

1.

Made the Defendants herein are:

1. Entergy Corporation (“Entergy”) (f/k/a Entergy-GSU Holdings, Inc.), a Delaware corporation authorized to and doing business in the State of Louisiana, with its registered office in Orleans Parish, Louisiana, and whose registered agent for service of process is Marcus V. Brown, 639 Loyola Avenue, 26th Floor, New Orleans, Louisiana 70113; and
2. Entergy Louisiana, L.L.C. (“ELA”) (a subsidiary of Entergy), a Texas limited liability company authorized to and doing business in the State of Louisiana, Parish of Jefferson and whose registered agent for service of process is Mark D. Kleehammer, 4809 Jefferson Hwy., Jefferson, Louisiana 70121.

THE CLASS

2.

ELA Customers bring this action on behalf of themselves and all other persons similarly situated, who are members of the following Class (*i.e.*, the “Class” or “Class Members”):

All ELA electricity customers or those individuals who are dependent on the customer’s receipt of electricity (other occupants of residential customers’ property and employees of commercial customers) who lost electricity on or after August 28, 2012 as a result of or associated with Tropical Storm or Hurricane Isaac (referred to herein as “Isaac”).

3.

The number of Class Members exceeds 100,000 and, thus, joinder of all Class Members is impractical.

4.

There are questions of law and fact common to all Class Members which predominate over any questions effecting only individual members of the Class, which include, but are not limited to, the following:

- b. Were Entergy and ELA adequately prepared to address the effects of Isaac;
- b. Did Entergy and ELA adequately respond to the effects of Isaac; and
- c. Did Entergy and ELA breach their duties and/or obligations to the Class to adequately prepare and respond to Isaac.

5.

The claims of Guidry and Lee are typical of the claims of the Class they represent as, like all other Class Members, are customers of ELA and lost electrical services during Isaac.

6.

Guidry and Lee will fairly and adequately represent and protect the interest of all the Class Members, and further, Guidry and Lee have retained attorneys highly experienced in class actions to represent the Class Members herein.

7.

As of August 30, 2012, 769,000 customers of Entergy, most residing in Louisiana, were experiencing outages associated with Isaac, according to an Entergy press release. A Class, therefore, is superior to other available methods for the fair and efficient adjudication of this litigation as joinder of all members of the Class is impractical. Individual litigation by each Class Member would be unduly burdensome to the courts in which the individual litigation would proceed, would create the risk of inconsistent or varying adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of other Class Members not party to the adjudications and would substantially impair or impede their ability to protect their interests. By contrast, the class action device presents fewer management difficulties and provides the benefits of unitary adjudication, economies of time and comprehensive supervision by one court and one resolution of the applicable facts and law on the questions common to all Class Members.

8.

Common issues of law and fact relative to resolution of Entergy and ELA's liability for failing to adequately prepare and respond to Isaac must be decided as the threshold liability issue herein. That issue is uniform for each of the Class Members prior to any individual issues being determined. Therefore, class certification is the superior method of resolving these claims.

THE FACTS

9.

ELA is the electric and gas utility serving Jefferson Parish and surrounding areas. As of December 31, 2011, ELA serviced approximately 669,432 customers.²⁰ ELA is a subsidiary of Entergy.

10.

Entergy purports to respond to power interruptions "with military precision".²¹ Pursuant to its website, Entergy makes the following representations regarding its storm preparedness and response protocol:

Monitor. We continually monitor threatening weather that could possibly affect our customers. We utilize the latest high-tech tools and services to track these weather systems 24/7-365.

Mobilize. Before a storm hits, Entergy workers, contractors and personnel from neighboring utilities mobilize on the ground to respond to the weather emergency. Safety and your power are always our priorities.

Act. We monitor our response and mobilize our resources to restore outage sources wherever they may occur. Sometimes that means repairing a power line right outside your door. And sometimes that means an overhaul of a power substation several miles away. All the while, we communicate with our customers, the media and government officials – every day until power is restored.

Learn. We review our performance following each and every storm, learning valuable lessons for ways to restore power quicker, safer and more efficiently.

Collaborate. We never stop seeking new ideas, resources and processes to improve our storm response. So each year we collaborate with government officials, contractors and neighboring utilities to develop new best practices.

Train. Each year at Entergy, we assemble our troops for Storm Response Training. We also conduct detailed storm simulations to stay storm-ready year round.²²

²⁰ See http://www.entergy-louisiana.com/about_entergy/default.aspx, a copy of which is attached hereto as Exhibit "13".

²¹ See http://entergy-louisiana.com/your_home/storm_center/preparations.aspx, attached hereto as Exhibit "14".

²² *Id.*

11.

Pursuant to Entergy press releases, it began monitoring the development of Isaac on August 23, 2012.²³ Entergy advised on August 27, 2012 at 9:41 a.m. that “Entergy system company and contract employees will begin relocating today from other areas of the company to be in position to respond to power outages cause by Isaac.”²⁴ Additionally, Entergy stated that it was requesting 4,350 additional workers from outside the service territory to help restore services.²⁵ Later the same day, Entergy reduced the amount of additional workers it was requesting to 3,750.²⁶

12.

On August 28, 2012 at 10:06 a.m., Entergy advised that outages as a result of Isaac were expected.²⁷ The company had “identified storm teams that are prepared to respond” and was seeking 3,750 additional workers from outside the service territory to assist in restoring service.²⁸ However, Entergy warned that “arrival of these extra resources could be affected by other utility companies using those resources to make repairs before releasing them to help Entergy.”²⁹

13.

Isaac made landfall in southeast Louisiana on August 28, 2012. At that time, Entergy was purportedly “gathering a workforce of more than over 5,000 company and contract workers to help restore power as it prepares for the probability that the storm could affect all or significant parts of Entergy’s service territory.”³⁰

14.

On August 29, 2012, Entergy advised that “high winds, floodwaters and other hazards are preventing restoration workers from restoring electrical service to our customers. We are using the time to sharpen our plans and process donor crews so that we can start restoring your services.”³¹ At that point, Entergy was purportedly continuing to gather a workforce of more than

²³ Exhibit “3”.

²⁴ Exhibit “4”.

²⁵ *Id.*

²⁶ Exhibit “5”.

²⁷ Exhibit “6”.

²⁸ *Id.*

²⁹ *Id.*

³⁰ Exhibit “7”.

³¹ Exhibit “8”.

10,000 workers to help with power restoration.³² As of 4:00 p.m. on that date, over 662,000 Entergy customers were experiencing power outages, with the vast majority in Louisiana.³³

15.

On August 30, 2012, two days after Isaac made landfall, system-wide outages peaked at just over 769,000.³⁴ At that point, nineteen substations and thirty-four transmission lines in the ELA territory were damaged.³⁵ Entergy advised that they had increased the workforce to over 12,000, with some workers on the ground and some still en route.³⁶

16.

As of August 31, 2012 at 11:00 a.m., 329,200 ELA Customers were without power and just 23 percent of ELA Customers who had lost power had been reconnected.³⁷ By 11:30 a.m. on September 2, 2012, five days after Isaac made landfall, 183,242 ELA Customers remained without power and only 57 percent of ELA Customers had found their power restored.³⁸

17.

Upon information and belief, despite Entergy's representations to the contrary, Entergy and ELA failed to adequately prepare for Isaac's arrival and failed to adequately respond with appropriate urgency once the storm's damage became apparent. As a result, Guidry, Lee and the Class Members lost power for far longer than was necessary.

18.

Entergy and ELA have experienced prior power outages related to tropical storms and hurricanes and should have been adequately prepared to address same. In fact, after Katrina and Rita, Entergy and/or its subsidiaries which service Louisiana received hundreds of millions of dollars from Federal sources and were allowed surcharges of 10% and 6%, respectively, to develop better infrastructure, be prepared and respond appropriately (estimated to be over a billion dollars). That did not occur. Entergy and ELA should have developed a plan to immediately begin repairs upon the passage of Isaac. Entergy undertook responsibility along with its subsidiaries to prepare for the impact on its subsidiaries' customers (including the Class) and

³² *Id.*

³³ Exhibit "9".

³⁴ Exhibit "10".

³⁵ *Id.*

³⁶ *Id.*

³⁷ Exhibit "11".

³⁸ Exhibit "12".

implement the response as evidenced by its active role both before and after Isaac and its numerous publications regarding same.

19.

Entergy and ELA are jointly, severally and/or solidarily liable for breach of the duties and/or obligations owed to the Class.

20.

As a result of Entergy and ELA's lack of preparation and delay in restoring services, Guidry, Lee and the Class Members have suffered damages.

21.

As a result of the foregoing, Entergy and ELA are justly, truly and solidarily indebted pursuant to Louisiana law to Guidry, Lee and the Class Members, in an amount deemed reasonable by this Court, with legal interest thereon from the date of judicial demand until paid and for all costs of these proceedings.


FILED
SEP 2 2012
DEPUTY CLERK
COURT OF APPEALS
STATE OF LOUISIANA

22.

The Class requests a trial by jury.

WHEREFORE, June Guidry and Lee Medical International, Inc., on behalf of themselves and all of the members of the Class, pray that after due proceedings are had, the Court: (a) certify a Class herein; (b) appoint June Guidry and Lee Medical International, Inc. as representatives of the Class; (c) render Judgment in favor of each member of the Class requiring Entergy Corporation and Entergy Louisiana, L.L.C. to pay money damages as found appropriate pursuant to Louisiana law including legal interest from the date of demand in this proceeding and all costs of these proceedings; and, (d) for all general and equitable relief deemed appropriate by the Court.

Respectfully submitted,



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