

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

LEVETT ROCKWOOD P.C. and
PULLMAN & COMLEY, LLC

Plaintiff,

-against-

VULCAN POWER GROUP, LLC,
VULCAN CAPITAL MANAGEMENT
INC., FORD F. GRAHAM, and
GROVER SCOTT CAMPBELL

Defendants.

Index No.

SUMMONS

Date Index No. Purchased:

To the above named Defendant(s):

Vulcan Power Group, LLC
150 East 52nd Street, 11th Floor
New York, NY 10022

Vulcan Capital Management, Inc.
150 East 52nd Street, 11th Floor
New York, NY 10022

Ford F. Graham
260 Prospect Ave.
Princeton, NJ 05480-5304

Grover Scott Campbell
13 Pinecrest Drive
Fairmont, NC 28340

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is location of parties which is defendants' address, 150 East 52nd Street, 11th Floor, New York, NY 10022.

Dated: August 16, 2011

LEVETT ROCKWOOD P.C.

By: 

Robert Laplaza
(both admitted in New York and
Connecticut)
33 Riverside Avenue
Westport, CT 06880
(203) 222-0885
(203) 226-8025 FAX
rlaplaza@levettrockwood.com
cmilligan@levettrockwood.com

PULLMAN & COMLEY, LLC

By: 

Jonathon B. Orleans (NY#1986025)
(admitted in New York and Connecticut)
Pullman & Comley, LLC
850 Main Street
8th Floor
Bridgeport, CT 06604
(203) 330 - 2129
(203) 576-8888
jorleans@pullcom.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
LEVETT ROCKWOOD P.C. and
PULLMAN & COMLEY, LLC

Index No.:

Plaintiff,

-against-

VULCAN POWER GROUP, LLC,
VULCAN CAPITAL MANAGEMENT INC.,
FORD F. GRAHAM, and GROVER SCOTT
CAMPBELL

Defendants.
-----X

COMPLAINT

Plaintiffs Levett Rockwood P.C. and Pullman & Comley, LLC allege as follows:

1. Plaintiff Levett Rockwood P.C. (“Levett”) is a Connecticut professional corporation engaged in the practice of law, located at 33 Riverside Avenue, Westport, CT 06880.
2. Plaintiff Pullman & Comley, LLC (“P&C”) is a Connecticut limited liability company engaged in the practice of law, located at 850 Main Street, Bridgeport, CT 06604.
3. Defendant Vulcan Power Group, LLC (“Vulcan Power”) is, upon information and belief, a limited liability company organized under Delaware law, with offices at 150 East 52nd Street, 11 Floor, New York, NY 10022.
4. Defendant Vulcan Capital Management Inc. (“Vulcan Capital”) is, upon information and belief, a corporation organized under Delaware law, authorized to do business in New York, with offices at 150 East 52nd Street, 11th Floor, New York, NY 10022.

5. Defendant Ford F. Graham (“Graham”) is an individual residing at 260 Prospect Ave, Princeton, NJ 05480-5304. Upon information and belief, Graham is the President of Vulcan Power and the Managing Director of Vulcan Capital.

6. Defendant Grover Scott Campbell is an individual residing at 13 Pinecrest Drive, Fairmont, NC 28340. Upon information and belief, Campbell was an officer at Vulcan Power Group at all times relevant hereto.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract as to Levett Rockwood P.C.
Against the Levett Defendants)

7. Levett repeats and realleges the allegations in paragraphs 1-6 as if fully set forth herein.

8. On or about October 10, 2008, Vulcan Power, Vulcan Capital, Kevin C. Davis and Graham (excluding Davis, the “Levett Defendants”) executed a retainer agreement with Levett for legal services (the “Levett Retainer Agreement”). A copy of the Levett Retainer Agreement is annexed hereto at Exhibit A. (On October 15, 2009, Kevin C. Davis filed for bankruptcy protection and accordingly, this Complaint does not seek relief against Davis.)

9. Pursuant to the Levett Retainer Agreement, the Levett Defendants promised to pay Levett for the legal services performed by Levett and disbursements incurred by Levett at Levett’s customary hourly fees and disbursement rates, within 30 days of billing.

10. Pursuant to the Levett Retainer Agreement, the Levett Defendants engaged Levett to represent them in the defense of an application to confirm an arbitration award, entitled Plainville Electrical Products Company, Inc. (“Plainville”) v. Vulcan Advanced Mobile Power Systems, LLC (“VAMP”), et al., filed on or about October 1, 2008 in the Superior Court for the State of

Connecticut, Judicial District of New Britain, docket no. HHB-CV-08-4018839-S (the “Plainville Arbitration Action”).

11. The Levett Retainer Agreement also provided that its terms shall also apply to any future engagements among the parties.

12. During the course of Levett’s engagement, the Levett Defendants subsequently engaged Levett to represent them in a separate action to vacate the above-mentioned arbitration award, entitled *Vulcan Power, et al. v. Plainville*, by application dated November 3, 2008 in the Superior Court for the State of Connecticut, Judicial District of New Britain, docket no. HHB-CV-08-4019064-S (together with the Plainville Arbitration Action, referred to herein as the “Arbitration Actions”).

13. The Arbitration Actions were subsequently resolved pursuant to a stipulation between the parties dated January 12, 2009.

14. During the course of Levett’s engagement, the Levett Defendants subsequently engaged Levett to represent them in a separate court action based upon a stipulated judgment between the plaintiff and VAMP, entitled Plainville Electrical Products Company, Inc. v. VAMP, et al., by complaint dated February 17, 2009 in the Superior Court for the State of Connecticut, Judicial District of New Britain and subsequently removed to the U.S. District Court for the District of Connecticut, bearing docket no.3:09-CV-00447 (SRU) (the “District Court Action”).

15. On May 6, 2010, the District Court granted Levett’s Motion for Leave to Withdraw Appearance for the Levett Defendants in the District Court Action.

16. From in or about October 2008 through May 2010, Levett provided legal services to the Levett Defendants pursuant to the Levett Retainer Agreement in the Arbitration Actions and the

District Court Action and have otherwise abided by the terms of the Levett Retainer Agreement.

17. In the usual course of business, Levett provided invoices for the legal services performed for the Levett Defendants and disbursements incurred at its customary hourly fees and disbursement rates.

18. The Levett Defendants accepted the services and disbursements and became legally obligated to pay at the agreed upon fees and rates.

19. Despite demand, the Levett Defendants have failed to pay for the legal services performed and disbursements incurred by Levett.

20. The Levett Retainer Agreement further provides that the Levett Defendants agree to pay Levett a one percent per month interest charge as well as reasonable costs incurred in the collection of overdue accounts.

21. As a result, there is currently due and owing to Levett the sum of \$56,279.08 for such legal services and disbursements, plus costs of collection.

AS AND FOR A SECOND CAUSE OF ACTION

(Account Stated as to Levett Rockwood P.C.

Against the Levett Defendants)

22. Levett repeats and realleges the allegations in paragraphs 1-21 as if set forth at length herein.

23. On April 7, 2010, Levett issued an invoice to the Levett Defendants in the amount of \$61,336.02. Upon receipt of such invoice, the Levett Defendants paid only \$9,500.00 of the total amount due and owing.

24. On May 10, 2010, Levett issued an invoice to the Levett Defendants in the amount of \$54,683.02. This invoice remains unpaid.

25. On June 9, 2010, Levett issued an invoice to the Levett Defendants in the amount of \$55,211.25. This invoice remains unpaid.

26. On July 7, 2010, Levett issued an invoice to the Levett Defendants in the amount of \$55,750.85. This invoice remains unpaid.

27. On August 5, 2010, Levett issued an invoice to the Levett Defendants in the amount of \$56,279.08. This invoice remains unpaid.

28. On September 10, 2010, October 8, 2010, November 9, 2010 and December 13, 2010, Levett issued invoices to the Levett Defendants in the amount of \$56,279.19. These invoices remain unpaid. (Together with the April 7, 2010, May 10, 2010, June 9, 2010 and July 7, 2010 and August 5, 2010 invoices, the "Invoices.") (Copies of the Invoices are annexed hereto at Exhibit B.)

29. The Levett Defendants have not objected to the Invoices and a reasonable time for doing so has passed.

30. As a result of the foregoing, Levett has a claim for an account stated against the Levett Defendants for the amount outstanding under the Invoices totaling \$56,279.08.

AS AND FOR A THIRD CAUSE OF ACTION
(Quantum Meruit as to Levett Rockwood P.C.
Against the Levett Defendants)

31. Levett repeats and realleges the allegations in paragraphs 1-30 as if fully set forth herein.

32. Levett performed services and incurred disbursements on the Levett Defendants' behalf and at their direct request, for which the defendants accepted the benefits and knew, or had reason to know, that Levett expected to be compensated for such services.

33. The reasonable value of the services provided by Levett on the Levett Defendants' behalf and which services the Levett Defendants retained and received the benefit of, is not less than \$56,279.08.

34. The Levett Defendants have failed and refused to pay the amounts due and owing to Levett for the rendering of such services, and as a result, Levett has suffered damages, in an amount to be determined at trial, but in no event less than \$56,279.08.

AS AND FOR A FOURTH CAUSE OF ACTION
(Breach of Contract as to Pullman & Comley, LLC
Against the P & C Defendants)

35. P & C repeats and realleges the allegations in paragraphs 1-6 as if fully set forth herein.

36. On or about March 24, 2009, Campbell executed a retainer agreement with P & C for legal services (the "P & C Retainer Agreement"). A copy of the Retainer Agreement is annexed hereto at Exhibit C.

37. On or about April 1, 2009, Vulcan Power executed an agreement ("Indemnification Agreement") assuming direct responsibility for the fees and expenses charged by P & C and for which Campbell was entitled to indemnification pursuant to the Limited Liability Formation Agreement of the Company, dated August 2, 2002, and any applicable indemnification provisions of Delaware law. A copy of said Indemnification Agreement is annexed hereto as Exhibit D. Campbell and Vulcan Power are referred to herein as ("P & C Defendants").

38. Pursuant to the P & C Retainer Agreement and Indemnification, P & C Defendants promised to pay P & C for the legal services performed by P & C and disbursements incurred by P & C at P & C's customary hourly fees and disbursement rates, within 30 days of billing.

39. Pursuant to the P & C Retainer Agreement and Indemnification Agreement, P & C Defendants engaged P & C to represent Campbell in a court action based upon a stipulated judgment between the plaintiff and VAMP, entitled Plainville Electrical Products Company, Inc. v. VAMP, et al, by complaint dated February 17, 2009 in the Superior Court for the State of Connecticut, Judicial District of New Britain and subsequently removed to the U.S. District Court for the District of Connecticut, bearing docket no. 3:09-CV-00447 (SRU) (the “District Court Action”).

40. The P & C Retainer Agreement also provided that its terms shall also apply to any future engagements among the parties.

41. On May 6, 2010, the District Court granted P & C’s Motion for Leave to Withdraw Appearance for the P & C Defendants in the District Court Action.

42. From in or about March 2009 through May 2010, P & C provided legal services to Campbell pursuant to the P & C Retainer Agreement and Indemnification Agreement in the District Court Action and have otherwise abided by the terms of the Retainer Agreement.

43. In the usual course of business, P & C provided invoices for the legal services performed for Campbell and disbursements incurred at its customary hourly fees and disbursement rates.

44. The P & C Defendants accepted the services and disbursements and became legally obligated to pay at the agreed upon fees and rates.

45. Despite demand, the P & C Defendants have failed to pay for the legal services performed and disbursements incurred by P & C.

46. The P & C Retainer Agreement, incorporated by reference in the Indemnification

Agreement, provides that the P & C Defendants agree to pay P & C a one percent per month interest charge as well as reasonable costs incurred in the collection of overdue accounts.

47. As a result, through July 31, 2011, there is currently due and owing to P & C the sum of \$43,393.66, plus interest in the amount of \$9,304.52, for a total of \$52,698.18 for such legal services and disbursements, plus continued interest and costs of collection.

AS AND FOR A FIFTH CAUSE OF ACTION
(Account Stated as to Pullman & Comley, LLC
Against the P & C Defendants)

48. P & C repeats and realleges the allegations in paragraphs 35 – 47 as if set forth at length herein.

49. On May 28, 2009, P & C issued an invoice to the P & C Defendants in the amount of \$29,695.31. Vulcan Power later made a partial payment of \$10,941.00 of the total amount due.

50. On June 25, 2009, P & C issued an invoice to the P & C Defendants in the amount of \$41,595.23. This invoice remains unpaid.

51. On July 28, 2009, P & C issued an invoice to the P & C Defendants in the amount of \$42,665.77. This invoice remains unpaid.

52. On August 20, 2009, P & C issued an invoice to the P & C Defendants in the amount of \$52,773.02. This invoice remains unpaid.

53. On September 23, 2009, P & C issued an invoice to the P & C Defendants in the amount of \$57,124.31.

54. On October 22, 2009, P & C issued an invoice to the P & C Defendants in the amount of \$48,719.21.

55. On November 18, 2009, P & C issued an invoice to the P & C Defendants in the

amount of \$36,202.16. This invoice remains unpaid.

56. On December 17, 2009, P & C issued an invoice to the P & C Defendants in the amount of \$37,660.16. This invoice remains unpaid.

57. On January 21, 2010, P & C issued an invoice to the P & C Defendants in the amount of \$39,381.66. This invoice remains unpaid.

58. On February 17, 2010, P & C issued an invoice to the P & C Defendants in the amount of \$39,543.16. This invoice remains unpaid.

59. On March 22, 2010, P & C issued invoices to the P & C Defendants in the amount of \$40,829.66. These invoices remain unpaid.

60. On April 20, 2010, P & C issued invoices to the P & C Defendants in the amount of \$43,144.66. These invoices remain unpaid.

61. On May 21, 2010, P & C issued invoices to the P & C Defendants in the amount of \$43,393.66. (From May 28, 2009 through May 21, 2010 P & C issued invoices to the P & C Defendants with a total outstanding balance of \$43,393.66, the "Invoices.") (Copies of the Invoices are annexed hereto at Exhibit E.)

62. The P & C Defendants have not objected to the Invoices and a reasonable time for doing so has passed.

63. As a result of the foregoing, P & C has a claim for an account stated against the P & C Defendants for the amount outstanding under the Invoices, plus interest of \$9,304.52, totaling \$52,698.18, plus continued interest and cost of collection.

AS AND FOR A SIXTH CAUSE OF ACTION
(Quantum Meruit as to Pullman & Comley, LLC
Against the P & C Defendants)

64. P & C repeats and realleges the allegations in paragraphs 35 – 63 as if fully set forth herein.

65. P & C performed services and incurred disbursements on Campbell's behalf and at his and Vulcan Power's direct request, for which the P & C Defendants accepted the benefits and knew, or had reason to know, that P & C expected to be compensated for such services.

66. The reasonable value of the services provided by P & C on P & C Defendant's behalf and which services P & C Defendants retained and received the benefit of, is not less than \$52,698.18.

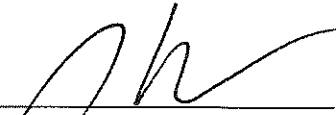
67. The P & C Defendants have failed and refused to pay the amounts due and owing to P & C for the rendering of such services, and as a result, P & C has suffered damages, in an amount to be determined at trial, but in no event less than \$52,698.18.

WHEREFORE, Plaintiffs respectfully requests judgment as follows:

- (a) On the First Cause of Action in favor of Plaintiff Levett against the Levett Defendants, damages in the amount of \$56,279.08, plus costs of collection and interest;
- (b) On the Second Cause of Action in favor of Plaintiff Levett against the Levett Defendants, damages in the amount of \$56,279.08, plus interest;
- (c) On the Third Cause of Action in favor of Plaintiff Levett against the Levett Defendants, damages in the amount of \$56,279.08, plus interest.
- (d) On the Fourth Cause of Action in favor of Plaintiff Pullman & Comley against the P & C Defendants, damages in the amount of \$52,698.18, plus costs of collection and interest;
- (e) On the Fifth Cause of Action in favor of Plaintiff Pullman & Comley against the P & C Defendants, damages in the amount of \$52,698.18, plus interest;
- (f) On the Third Cause of Action in favor of Plaintiff Pullman & Comley against the P & C Defendants, damages in the amount of \$52,698.18, plus interest;
- (g) Costs and disbursements of the action; and,
- (h) Such other and further relief as the Court may deem just and proper

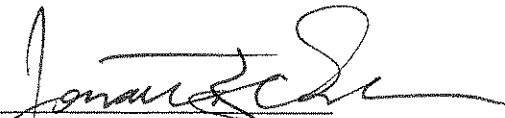
Dated: August 16, 2011

LEVETT ROCKWOOD P.C.

By: 

Robert Laplaca
Candace V. Milligan
(both admitted in New York and
Connecticut)
33 Riverside Avenue
Westport, CT 06880
P: (203) 222-0885
F: (203) 226-8025
Email: rlaplaca@levettrockwood.com
cmilligan@levettrockwood.com

PULLMAN & COMLEY, LLC

By: 

Jonathan B. Orleans (NY #1986025)
(admitted in New York and Connecticut)
Pullman & Comley, LLC
850 Main Street
8th Floor
Bridgeport, CT 06604
P: (203) 330-2129
F: (203) 576-8888
E-Mail: jorleans@pullcom.com