

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

CASE NO.

FLORIDA POWER & LIGHT COMPANY,
NEXTERA ENERGY DUANE ARNOLD,
LLC, NEXTERA ENERGY POINT BEACH,
LLC, AND NEXTERA ENERGY
SEABROOK, LLC,

Plaintiffs,

v.

NUCLEAR ENERGY INSTITUTE, INC.,

Defendant.

COMPLAINT

Plaintiffs Florida Power & Light Company (“FPL”), NextEra Energy Duane Arnold, LLC (“NextEra Energy Duane Arnold”), NextEra Energy Point Beach, LLC (“NextEra Point Beach”) and NextEra Energy Seabrook, LLC (“NextEra Energy Point Beach”), (collectively the “NextEra Companies”), by and through their undersigned counsel, for their Complaint against Defendant Nuclear Energy Institute, Inc. (“NEI”), allege on personal knowledge with respect to their own acts, and on information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. The NextEra Companies bring this action to remediate NEI’s breach of an *Agreement of Participation in the Personnel Access Data System* (the “Agreement”) that ensures access by the NextEra Companies to the Personnel Access Data System (“PADS”), a personnel database used by the commercial nuclear power industry to facilitate the safe and efficient screening of workers at commercial nuclear power plants across the country.

2. Given the inherent risks in the nuclear energy field and the enormous potential harm that one or more rogue workers with unescorted access to nuclear power plants could cause, the U.S. Nuclear Regulatory Commission (“NRC”) requires industry participants to vet workers at nuclear sites and limit access to individuals that meet prescribed qualifications. Thus, in the mid-1990s, industry participants developed PADS to provide real-time updates concerning pertinent security information (*e.g.*, criminal history reports, fitness-for-duty test results, and psychological screening results) for plant workers. Over the years, the NextEra Companies provided significant information that is incorporated into PADS.

3. NEI is a trade organization representing the interests of the nuclear energy industry; it maintains and administers PADS. NEI, in breach of the Agreement, unilaterally revoked the access of the NextEra Companies to PADS unless the NextEra Companies acceded to NEI’s extortionate demand for money to which NEI is not contractually entitled. NEI’s actions were taken for no purpose other than to retaliate against the NextEra Companies because of their withdrawal as NEI members.

4. The NextEra Companies and their corporate parent, NextEra Energy, Inc. (“NextEra”), concluded that membership in NEI, and the corresponding substantial annual dues, were harmful to their interests, including the interests of their customers in a well-planned, reliable and cost effective electric system. NEI recently has been vigorously advocating for irrational and unreasonable policies that would distort electric energy markets. In this, NEI has also funded studies that call into question the reliability and costs of the electric system, attempting to create a false sense of panic and unfairly and incorrectly maligning the operations of its members, including the NextEra Companies. NEI claims that the “grid-based electricity supply portfolio in the United States is becoming less cost-effective, less reliable and less

resilient.” Such a thesis is unfounded. In fact, the policies that NEI is advocating would produce those very results by introducing artificial constraints on the way in which an electric system is planned and operated.

5. NEI, rather than supporting nuclear, has undertaken, both overtly and covertly, efforts to undermine other generation resources—again, implicitly implying and explicitly stating that diversity of generation, rather than making a system more reliable and lower cost, somehow is bad for the electric system. Without qualification, the NextEra Companies and NextEra disagree with this underlying thesis. As large nuclear generators, the NextEra Companies obviously support nuclear energy. But, the NextEra Companies cannot financially, or otherwise, support an organization that fundamentally misrepresents the state of grid reliability in this country.

6. The Agreement grants the NextEra Companies access to PADS regardless of whether the NextEra Companies remain NEI members. Nevertheless, in a letter dated January 30, 2018, NEI notified NextEra that it intended to unilaterally terminate the rights of the NextEra Companies under the Agreement and their access to PADS effective February 4, 2018, unless the NextEra Companies rejoined NEI and paid a substantial membership fee. This fee is entirely separate from the annual PADS assessment under the Agreement, and NEI will use that membership fee, in part, to advocate for policies that are directly at odds with the NextEra Companies’ interests and bad for the electricity industry as a whole. NEI took this retaliatory action notwithstanding that the NextEra Companies have been at all times in compliance with the Agreement and have paid millions of dollars to develop and upgrade PADS.

7. Safety has always been and will continue to be a top priority for the NextEra Companies. The NextEra Companies will not sacrifice safety under any condition, regardless of

whether their access to PADS is revoked. But developing an alternative system to PADS from the ground up to ensure that safety is not compromised will unavoidably come at a substantial burden.

8. Accordingly, and as set forth in more detail below, the NextEra Companies bring this action to recover damages for NEI's breach of contract, as well as violations of the Florida Deceptive and Unfair Trade Practices Act, tortious interference with business relations, conversion, and unjust enrichment.

JURISDICTION

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 in that this is an action between citizens of different states and the matter in controversy exceeds the sum or value of \$75,000 exclusive of interests and costs.

10. This Court has personal jurisdiction over NEI because, among other things, NEI (i) committed tortious acts within, and causing injury felt in, the State of Florida; and (ii) breached a contract with Florida counterparties, and substantial performance of the contract occurred in Florida.

THE PARTIES

11. Plaintiff Florida Power & Light Company is a Florida corporation with its principal place of business at 700 Universe Boulevard, Juno Beach, Florida 33408.

12. Plaintiff NextEra Energy Duane Arnold is a Delaware limited liability company with its principal place of business at 700 Universe Boulevard, Juno Beach, Florida 33408.

13. Plaintiff NextEra Energy Point Beach is a Wisconsin limited liability company with its principal place of business at 700 Universe Boulevard, Juno Beach, Florida 33408.

14. Plaintiff NextEra Energy Seabrook is a Delaware limited liability company with its principal place of business at 700 Universe Boulevard, Juno Beach, Florida 33408.

15. Defendant NEI is a District of Columbia nonprofit corporation with its principal place of business at 1201 F Street NW, Washington, D.C. 20004.

FACTUAL ALLEGATIONS

A. The NextEra Companies' Nuclear Power Plants

16. FPL is the third largest electric utility in the United States, delivering electricity to almost five million customer accounts and ten million people across the state of Florida.

17. FPL serves customers by delivering energy from multiple sources, including from nuclear, solar and natural gas sources.

18. FPL has two nuclear power plants: the St. Lucie plant, located about eight miles southeast of Fort Pierce, Florida; and the Turkey Point plant, located about twenty-four miles south of Miami.

19. The St. Lucie plant has two nuclear power units, which together produce enough power to supply the annual needs of more than one million homes in Florida.

20. The St. Lucie plant employs a workforce of nearly 700 people during normal operations and approximately 1,700 people during scheduled refueling outages.

21. NextEra Energy Duane Arnold owns 70 percent of and operates the Duane Arnold Energy Center, a nuclear power plant located in Palo, Iowa, near Cedar Rapids. The Duane Arnold plant has a single nuclear power unit, which produces enough power to supply the annual needs of more than 600,000 homes in Iowa. All of NextEra's entitlements to the power from Duane Arnold are sold to a utility company under a long-term power purchase agreement.

22. NextEra Energy Point Beach owns and operates the Point Beach Nuclear Plant, a nuclear power plant located in Two Rivers, Wisconsin, near Green Bay. The Point Beach Plant has two nuclear power units which produce about one-sixth of all electric power generated in the state of Wisconsin. All of the power from Point Beach is sold to two Wisconsin utilities under long term power purchase agreements.

23. NextEra Energy Seabrook owns 88 percent of and operates Seabrook Station, a nuclear power plant located in Seabrook, New Hampshire, near Boston, Massachusetts. Seabrook Station has a single nuclear power unit, which produces enough power to supply the annual needs of more than 1.2 million homes in New England.

B. The Nuclear Energy Institute

24. NEI is a nuclear energy trade association that advocates for policies that promote the beneficial uses of nuclear energy and technologies.

25. NEI develops policy positions on legislative and regulatory issues, and presents those positions before Congress, executive branch agencies, and federal regulators.

26. NEI has hundreds of members, including most of the major nuclear power plant operators in the United States. The NextEra Companies were members of NEI for many years. During those years, the NextEra Companies paid membership fees of approximately \$3,000,000 annually.

27. NEI currently is suffering from financial difficulties. For example, NEI's Form 990 filed with the Internal Revenue Service for the 2015 tax year shows negative six-figure net assets for the 2015 and 2014 tax years.

C. Overview of Nuclear Plant Outages

28. Nuclear power plants have routine “refueling outages,” during which they are temporarily shut down for refueling and maintenance. These scheduled outages occur roughly every eighteen months.

29. During an outage, the staff on hand at a nuclear power plant can more than double. Many of the additional maintenance workers employed during these refueling outages are highly transient—moving from plant to plant across the country to work during outages.

30. The result is a large and constantly changing pool of workers, who have access to extremely powerful and sensitive nuclear energy plants.

31. Accordingly, the NRC, for safety, security and other critical purposes, requires commercial nuclear facilities to maintain programs to authorize unescorted access to qualified individuals who work at commercial nuclear power plants.

32. FPL’s St. Lucie plant is scheduled for an outage beginning on February 7, 2018.

33. The NextEra Companies have six outages planned in 2018.

D. The Genesis of the Personnel Access Data System

34. In the mid-1990s, domestic nuclear plant operators came together to standardize the approach for processing of nuclear plant workers through the establishment of a computer-based national personnel data system, and a central records repository for access authorization records for workers. The purpose was for operators to be coordinated in vetting and hiring individuals who would have the ability to work at (or otherwise access) nuclear facilities without an escort, thereby giving them “unescorted access authorization.” This would result in a higher level of assurance that only trustworthy and reliable individuals will be allowed into protected areas of nuclear power plants without escorts.

35. To govern the terms by which nuclear licensees could use PADS, NEI drafted an Agreement of Participation in the Personnel Access Data System, and FPL executed it on November 28, 1995. This agreement is attached hereto as Exhibit A. The other NextEra Companies are likewise signatories to this agreement. A true and correct copy of the operative version of this contract, which is “Amendment 4” and referred to herein as the “Agreement,” is attached hereto as Exhibit B. PADS is maintained through annual payments to NEI from those entities who have access to and utilize the system.

36. By pooling together information such as criminal history, fitness-for-duty results and psychological screening results, PADS participants have created a streamlined, efficient method of information sharing and drastically cut down on the cost and time associated with hiring nuclear maintenance personnel, while increasing the reliability of those access decisions.

37. PADS participants are responsible for collecting, verifying, and accurately entering data into PADS in a timely manner. Participants also agree to comply with industry standard practices of information gathering and maintenance, and with certain deadlines for entering relevant information into the system.

38. Without access to PADS, nuclear operators would be forced to start from scratch in screening individual applicants for unescorted access, and they would do so without the benefit of consulting information already collected by other nuclear operators in an easily accessible electronic format.

39. Similarly, without universal industry participation in PADS, the database would become incomplete. This would result in additional manual screening efforts even for continuing PADS participants.

E. The PADS Participation Agreement

40. The Agreement does not require PADS participants to be NEI members. Instead, the Agreement expressly allows PADS participation by either (i) NEI members who are also nuclear licensees or (ii) contractors and vendors who fulfill the Agreement's obligations (*e.g.* record-keeping, dues payment, etc.).

41. Recognizing that the data in PADS is contributed by the entities that use the system, the Agreement provides that all participants in PADS (including all of the NextEra Companies) "hold an equal interest in PADS as tenants-in-common without the right of partition."

42. Since FPL executed the Agreement, it has been a consistent contributor to and user of PADS. As NextEra acquired each of the Duane Arnold, Point Beach and Seabrook nuclear plants, the other NextEra Companies have likewise consistently contributed to and used the database. At all relevant times, the NextEra Companies have been in full compliance with the Agreement.

43. The Agreement and the rights of the parties under it are governed by, and construed, interpreted, and enforced under, the laws of the District of Columbia.

44. Except in cases of willful misconduct or gross negligence, the Agreement requires NEI to give the NextEra Companies three months' notice of its intent to revoke the NextEra Companies' participation privileges.

F. PADS as a Vehicle for Nuclear Regulatory Compliance

45. The NRC has established requirements that are exceedingly difficult to achieve without a system like PADS.

46. 10 C.F.R. § 73.56(h) requires that nuclear licensees (such as the NextEra Companies) implement certain requirements to grant or certify "unescorted access" or

“unescorted access authorization,” terms that apply to individuals who are free to work at nuclear facilities without being escorted on the premises.

47. 10 C.F.R. § 73.56(o)(6) reflects the NRC’s emphasis on the importance of broad information sharing by allowing operators to “rely upon the information that other[s] . . . have gathered about individuals who have previously applied for unescorted access or unescorted access authorization, and developed about individuals during periods in which the individuals maintained unescorted access or unescorted access authorizations status.”

48. 10 CFR § 73.55(g)(2) requires licensees, before granting individuals access into protected areas, to confirm “in accordance with industry shared lists and databases that individuals are not currently denied access to another licensed facility.” The PADS system is the mechanism by which nuclear plant operators like the NextEra Companies satisfy this regulatory mandate.

49. The information maintained in PADS includes prior employment, driver’s license records, alcohol and drug tests, arrests and criminal histories and general fitness for employment.

50. Without access to PADS, the NextEra Companies will be required to revamp their entire access authorization compliance plan and to screen countless individual applicants for unescorted access, making it more challenging to share and receive information with fellow nuclear licensees in a timely manner.

G. The NextEra Companies Withdraw as Members of NEI, and NEI Retaliates

51. The NextEra Companies and their parent company, NextEra, have a diverse portfolio of energy operations, including nuclear, natural gas, solar and other renewable energies. They believe in policies that keep electricity costs low and do not distort energy markets.

52. NEI recently publicly expressed support for U.S. Energy Secretary Rick Perry’s proposal to subsidize struggling coal and nuclear plants, subsidies that would have unnecessarily

distorted the competitive energy markets across the United States and unnecessarily increased costs for electricity consumers. This proposal was rejected by the Federal Energy Regulatory Commission on January 8, 2018, and NEI's President expressed disappointment in the agency's order. (See <https://www.bloomberg.com/news/articles/2018-01-08/perry-plan-to-help-coal-nuclear-plants-rejected-by-regulators>).

53. NEI has also carried out studies demonstrating that nuclear power plants generate more jobs than other forms of energy as part of an effort to generate support for nuclear power—but at the expense of other forms of power and consumers of electricity. (See <https://www.forbes.com/sites/jamesconca/2018/01/16/nuclear-power-provides-a-whole-lot-more-than-just-energy/#28371b495e7e>).

54. NEI's own website purports to show the benefits of nuclear energy as compared to other sources, including natural gas and the types of renewable energy that the NextEra Companies produce.

55. NEI also asserts that “overreliance on [natural] gas could expose consumers of natural gas and electricity to price volatility and loss of reliability.” (See <https://www.nei.org/Why-Nuclear-Energy/Value-of-Electricity-Diversity/Always-On-Generation-Is-at-Risk>).

56. Because the new agenda and prospective policy changes recently being advocated by NEI (at the behest of certain of its members) represent bad energy policy, would unnecessarily harm consumers, and could harm the NextEra Companies' business, NextEra and the NextEra Companies concluded that continuing their membership in, and affiliation with, NEI was no longer in their best interests.

57. Although the NextEra Companies were, and would continue to be, PADS participants paying all annual assessments, they no longer wished to be associated with NEI's non-PADS activities or to contribute membership dues that fund those non-PADS activities.

58. On January 4, 2018, NextEra informed NEI that it no longer intended to contribute membership dues to NEI on behalf of NextEra or its affiliates, including the NextEra Companies. None of the NextEra Companies gave notice of termination of the Agreement or renounced their rights to participate in PADS.

H. NEI Breaches the Agreement and Intentionally Damages the NextEra Companies' Business Relations

59. Between November 2017 and January 2018, the NextEra Companies remitted to NEI their annual fees pursuant to the Agreement to ensure access to PADS for their nuclear facilities.

60. NEI subsequently rejected the NextEra Companies' requests to retain their access to PADS, and returned the payments to the NextEra Companies.

61. NEI offered to "restore" the NextEra Companies' participation only if NextEra acquiesced to NEI's extortionate demands for more money. Specifically, on January 30, 2018, NEI stated that it would permit the NextEra Companies access to PADS through March 2018 if—and only if—NextEra and the NextEra Companies first agreed to pay NEI \$860,000, the vast majority of which is NEI membership fees unrelated to PADS. In other words, NEI attempted to extract a sizable monetary payment as a condition for continued access to PADS. At no point did NEI ever indicate that any of the NextEra Companies failed to meet their obligations under the Agreement. Nor could it. The NextEra Companies have continued to make the requisite PADS assessments pursuant to the Agreement, and have complied with all other obligations

under the Agreement, including the requirement to collect, verify and accurately enter data into PADS in a timely manner.

62. NEI understood that its action would adversely impact the trade and commerce of nuclear power plant operators, including the NextEra Companies and other nuclear licensees that depend on the NextEra Companies' significant and continuing contributions to PADS.

63. NextEra promptly notified NEI that it would not accede to this extortionate and coercive demand.

64. As a separate breach, NEI revoked the NextEra Companies' access to PADS without the requisite notice. Under the Agreement, PADS participation may only be terminated with notice of a minimum of three months. In its January 30, 2018 correspondence, NEI advised NextEra that the NextEra Companies' PADS access would be revoked by February 4, unless NextEra agreed to NEI's coercive demands—a mere five days after providing its notice of termination.

65. NEI was well aware that, without access to PADS, it will take the NextEra Companies far longer to conduct the necessary background checks and provide clearance for prospective plant workers. This could translate into days of lost pay for these personnel, which could incentivize them to find work elsewhere—at plants with access to PADS and more streamlined clearance protocols—rather than at the nuclear facilities of the NextEra Companies.

66. NEI thus revoked the NextEra Companies' PADS access with full knowledge of the harm it would cause on the NextEra Companies' business relationships with their workers. This is precisely the harm NEI intended.

I. NEI's Actions Threaten the Timing of the St. Lucie Plant Outage and Other Planned Outages at the NextEra Companies' Nuclear Plants

67. Nuclear power plants undergo routine, scheduled "outages" in which both permanent and temporary personnel assist in refueling and maintaining the power plant facility.

68. The International Atomic Energy Agency notes that "[s]afe, reliable and economic nuclear power plants typically exhibit careful, conservative operation and rigorous, well-planned maintenance activities to minimize risks to workers, the public and the environment."

69. The length of these outages vary, but typically last approximately one month.

70. The number of personnel at power plant facilities increases exponentially during outages. For instance, the personnel at the St. Lucie plant expands from approximately 700 people to nearly 1,700 people during the course of an outage.

71. Outages are scheduled far in advance (often between twelve and eighteen months) to, among other things, allow for qualified personnel to find work opportunities and prevent different nuclear facilities from competing for the same personnel.

72. Outage schedules are extremely difficult to change and become even more so as the date of the outages draws closer. The nuclear power plant facility's owners, customers, employees and contractors depend upon the smooth execution of these routine outages.

73. FPL's St. Lucie plant is scheduled for an outage beginning on February 7, 2018.

74. As FPL will not have access to PADS in advance of that outage, it will be required to screen prospective personnel in a more time consuming and expensive (and less efficient) manner. Among other things, FPL will be required to conduct "initial" assessments of each potential employee, a process that is duplicative of other nuclear licensees' investigatory work.

75. As a result, certain qualified personnel might be delayed from working if FPL's independent investigation raises any suspicions. FPL will be required to fully investigate these issues, which may take significantly more time.

76. Relatedly, losing access to PADS—and increasing the amount of time needed to clear personnel—may delay the routine, necessary maintenance that the NextEra Companies' nuclear plants require.

J. Damages to the NextEra Companies

77. The NextEra Companies have sustained and will continue to sustain significant damages as a result of NEI's conduct.

78. The NextEra Companies no longer have access to the information it has contributed to and exchanged with other users on PADS, thereby losing its ownership interest as a tenant-in-common and the value of that ownership.

79. NextEra Companies have expended and will continue to expend time, effort and money to build an alternative system for vetting and approving personnel that require access to its nuclear facilities. These expenses would not have occurred but for NEI's improper denial of access to PADS.

80. In addition to the funds that will be required to develop the new system, the NextEra Companies also will incur various costs in the interim, including to conduct time-consuming and burdensome background checks that may duplicate information already in PADS.

**COUNT I
(Breach of Contract)**

81. The NextEra Companies incorporate and re-allege each and every allegation in paragraphs 1 to 80 as if fully set forth herein.

82. The Agreement is a valid, enforceable contract between each of the NextEra Companies and NEI.

83. The NextEra Companies have not breached the Agreement.

84. NEI has materially breached the Agreement by excluding the NextEra Companies from PADS.

85. None of the Agreement's explicitly enumerated grounds for termination apply here.

86. Even if any of the Agreement's explicitly enumerated grounds for termination did apply, NEI materially breached the Agreement by failing to give any of the NextEra Companies the required 90-day notice of its intent to revoke their membership in PADS.

87. Under the terms of the Agreement, the NextEra Companies and other PADS participants hold an equal interest in PADS as tenants-in-common without the right of partition.

88. NEI materially breached the Agreement by excluding the NextEra Companies, tenants-in-common of PADS, from the use of PADS.

COUNT II
(Violation of Florida Deceptive and Unfair Trade Practices Act)

89. The NextEra Companies incorporate and re-allege each and every allegation in paragraphs 1 to 80 as if fully set forth herein.

90. NEI's extortionate, bad faith and unjustified demand that NextEra and the NextEra Companies pay NEI membership dues unrelated to PADS in exchange for restoring their rights under the Agreement, notwithstanding that the NextEra Companies have continued to meet their obligations (including paying their annual assessments) pursuant to the Agreement, was unfair and unconscionable.

91. NEI has withheld access to PADS, a vital information sharing platform, with the sole purpose of attempting to extract a monetary payment from the NextEra Companies and NextEra that is both unrelated to PADS and not required under the terms of the Agreement.

92. NEI's improper acts occurred in the conduct of trade and commerce in Florida.

COUNT III
(Tortious Interference with Business Relations)

93. The NextEra Companies incorporate and re-allege each and every allegation in paragraphs 1 to 80 as if fully set forth herein.

94. The NextEra Companies have valid contracts, business relationships and expectancy of business relations with various customers, employees, contractors, and local residents in connection with their nuclear power generation operations.

95. NEI has actual and constructive knowledge of those business relations, as a result of its interactions with the NextEra Companies, its management of PADS, and its deep involvement in the nuclear power industry.

96. NEI intentionally interfered with the NextEra Companies' business relations unlawfully and without justification by barring the NextEra Companies from the PADS database.

97. As the entity that drafted the Agreement and maintains PADS, NEI has actual knowledge of the importance of access to the database for all nuclear power industry participants. NEI thus knows that barring the NextEra Companies from using the database will have a substantial and detrimental impact on the NextEra Companies' business relations with customers, employees, and contractors.

98. NEI's purpose in revoking the NextEra Companies' access to PADS and rights under the Agreement was to extract a payment from the NextEra Companies for membership in

NEI, which is unrelated to PADS and distinct from the PADS assessment required under the Agreement.

99. The NextEra Companies have been damaged and will continue to be damaged by NEI's actions.

**COUNT IV
(Conversion)**

100. The NextEra Companies incorporate and re-allege each and every allegation in paragraphs 1 to 80 as if fully set forth herein.

101. For more than two decades, FPL contributed to PADS and paid annual assessments for access to the database. The other NextEra Companies have likewise contributed to PADS and paid annual assessments for access to the database throughout the period in which they have been owned by NextEra.

102. Pursuant to the terms of the Agreement, and independently as members of the nuclear power industry, the NextEra Companies have a vested property interest in PADS as tenants-in-common without the right of partition.

103. None of the NextEra Companies have at any point expressed an intention to terminate the Agreement or cease making the required PADS assessment payments.

104. By depriving the NextEra Companies of access to PADS, NEI has wrongfully asserted dominion and control over their property interest.

105. NEI has rejected the NextEra Companies' requests to continue their access to PADS.

**COUNT V
(Unjust Enrichment)**

106. The NextEra Companies incorporate and re allege each and every allegation in paragraphs 1 to 80 as if fully set forth herein.

107. The NextEra Companies have conferred a benefit on NEI (including its membership) by allowing it access to sensitive and valuable personnel data compiled by the NextEra Companies and input into PADS. This data allows PADS users to clear personnel more efficiently and carry out necessary maintenance on time.

108. NEI has retained the benefit of this NextEra Companies' personnel data, which remains accessible to NEI and PADS users.

109. NEI's retention of this data, while depriving the NextEra Companies access to PADS, including access to its own information in the database, is unjust.

WHEREFORE, the NextEra Companies respectfully request that this Court enter judgment against Defendant, Nuclear Energy Institute, Inc. as follows:

- (a) Awarding the NextEra Companies monetary damages and all remedies available, including, but not limited to, punitive damages, by reason of NEI's breach of contract, violation of the Florida Deceptive and Unfair Trade Practices Act, tortious interference with business relations, conversion and unjust enrichment;
- (b) Awarding the NextEra Companies the costs and disbursements of this action, including reasonable attorneys' fees; and
- (c) For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs respectfully request a trial by jury on all issues so triable.

DATED: February 2, 2018

Respectfully submitted,

/s/ Joseph Ianno, Jr.

Joseph Ianno, Jr.

Florida Bar No. 655351

jianno@carltonfields.com

jmeehan@carltonfields.com

wpbecf@cfdom.net

CARLTON FIELDS JORDEN BURT, P.A.

525 Okeechobee Boulevard, Suite 1200

West Palm Beach, Florida 33401-6350

Tel.: (561) 659-7070

Fax: (561) 659-7368

George A. Zimmerman (to be admitted pro hac vice)

New York Bar Registration No. 277278

george.zimmerman@skadden.com

Lauren E. Aguiar (to be admitted pro hac vice)

New York Bar Registration No. 2763654

lauren.aguiar@skadden.com

Shaud G. Tavakoli (to be admitted pro hac vice)

New York Bar Registration No. 5059308

shaud.tavakoli@skadden.com

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Four Times Square

New York, New York 10036

Tel.: (212) 735-3000

Fax: (917) 777-3546

Attorneys for Plaintiffs