

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

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JEFFREY DOPPELT and RICHARD MATIST,

Plaintiffs,

-against-

HOWARD SMITH, Individually and Doing Business
as SMITH ENERGY 1986-A PARTNERSHIP and
SMITH ENERGY 1986-A PARTNERSHIP,

Defendants.

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INDEX NO.

Plaintiffs designate
New York County
as the place of trial.

S U M M O N S

The Basis of Venue is:
Defendant's Principal
Place of Business
251 West 39th Street
New York, New York

To the above named Defendants:

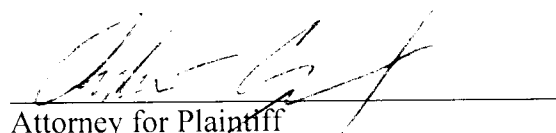
YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service of this summons, or within 30 days after service of this summons is complete if this summons is not personally delivered to you within the State of New York.

In case of your failure to answer this summons, a judgment by default will be taken against you for the relief demanded in the complaint, together with the costs of this action.

Dated: Plainview, New York
March 7, 2014

Yours, Etc.,

LAW OFFICES OF ANDREW T. CUPIT



Attorney for Plaintiff
By: Andrew T. Cupit, Esq.
998 Old Country Road, Suite 4
Plainview, New York 11803
(516) 945-9930

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**VERIFIED
COMPLAINT**

The Plaintiffs, by their attorney, the LAW OFFICES of ANDREW T. CUPIT,
complaining of the Defendants, respectfully alleges upon information and belief as follows:

1. That at all times herein mentioned, the Defendant, HOWARD SMITH
(hereinafter "Smith"), was and still is a resident of the County of New York and State of New
York.

2. That at all times herein mentioned, the Defendant, SMITH ENERGY 1986-A
PARTNERSHIP (hereinafter "Smith Energy"), was and still is a corporation, partnership, limited
liability partnership, limited liability company, unincorporated association or another entity, duly
organized and existing under and by virtue of the laws of the State of New York, with a principal
place of business at 251 West 39th Street, New York, New York 10018.

3. That at all times herein mentioned, the Defendant, Smith Energy, was and still is a
corporation, partnership, limited liability partnership, limited liability company, unincorporated
association or another entity, authorized to business within the State of New York.

4. That at all times herein mentioned, the Defendant, Smith Energy, conducted,
transacted and carried on business in the State of New York.

5. That at all times herein mentioned, the Defendant, Smith Energy, derived substantial revenue from entertainment exhibitions, goods used or consumed or services rendered or performed in the State of New York.

6. That at all times herein mentioned, the Defendant, Smith Energy, expected or should reasonably have expected its acts to have consequences in the State of New York.

7. That at all times herein mentioned, the Defendant Smith, was a director, officer, partner, general partner, managing agent and/or shareholder of the Defendant, Smith Energy.

8. That at all times herein mentioned, Defendant Smith was responsible for all daily operations, accounting and reporting requirements of Defendant Smith Energy.

9. That at all times herein mentioned, the Defendant Smith, had the express, implied or apparent authority to enter into contracts or agreements on behalf of himself and/or the Defendant Smith Energy.

10. On or about April 30, 1986, the Defendants approached and/or solicited investment in Smith Energy from Plaintiffs.

11. On or about April 30, 1986, the Plaintiffs together invested \$25,000.00 in Smith Energy.

12. On or about April 30, 1986, the Plaintiffs together purchased a one-third ($\frac{1}{3}$) unit in Smith Energy.

13. Plaintiffs' investment(s) in Smith Energy made them limited partners of the said company, entitling them to all the rights, duties, etc. afforded limited partners under the partnership agreement of Smith Energy.

14. Plaintiffs' investment(s) in Smith Energy made them limited partners of the said company, entitling them to all the rights, duties, etc. afforded limited partners under the laws of the State of New York pertaining to partnerships.

15. That at all times herein mentioned, the Defendant Smith, as director, officer, partner, general partner and/or managing agent of the Defendant, Smith Energy, had a fiduciary duty to the entity, Smith Energy, as well as its members and/or partners, including the Plaintiffs herein.

16. Plaintiffs' investment(s) in Smith Energy entitled them to a proportionate share of profits generated by the company.

17. Despite a record increase in the price of oil of approximately one thousand (1000%) percent over the life of the partnership, no profits or return on Plaintiffs' investment was ever provided by the Defendants.

18. In or about 1993, Defendant Smith, on behalf of Smith Energy, engaged in lengthy, protracted and costly litigation with a former partner and/or third-party, Jack Lindner.

19. In or about January 2014, Defendant Smith indicated that he intended to shut down and dissolve the business.

AS AND FOR A FIRST CAUSE OF ACTION

20. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

21. The Partnership Agreement, annexed hereto as Exhibit "A" ("Agreement"), provides that Defendants had selected the firm of Berenson, Berenson & Adler to act as collecting and disbursing agent.

22. Plaintiffs relied upon Defendants' representations as to the selection of a collecting and disbursing agent.

23. The selection of a separate and distinct collecting and disbursing agent was of importance to the Plaintiffs in purchasing interests in Smith Energy.

24. Defendants omitted, failed or neglected to retain the services of the aforementioned company they indicated was selected to act as collecting and disbursing agent under the Agreement.

25. Defendants omitted, failed or neglected to retain the services of any separate and distinct company to act as collecting and disbursing agent under the Agreement.

26. Defendants breached the terms of the Agreement in that they failed, neglected and/or refused to retain the services of the selected collecting and disbursing agent.

27. Defendants breached the terms of the Agreement in that they failed, neglected and/or refused to retain the services of any separate and distinct collecting and disbursing agent.

28. As a result of the aforementioned breach of the underlying Agreement, Plaintiffs have been damaged in an amount that exceeds the jurisdictional limits of the lower courts and to be determined at the time of trial.

29. The Defendants are joint and severally liable to answer for the breach of the underlying agreement and re-payment of the aforementioned loan.

30. That the limitations on liability set forth in CPLR Section 1601 do not apply to this action.

31. That the limitations on liability set forth in CPLR Section 1601 do not apply by reason of one or more of the exemptions set forth in CPLR Section 1602.

32. That by reason of the foregoing, the Plaintiffs have been damaged in an amount that exceeds the jurisdictional limits of the lower courts, plus the costs and disbursements of this action.

AS AND FOR A SECOND CAUSE OF ACTION

33. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

34. In, about or after calendar/tax year 2008, Defendants failed, omitted, neglected and/or refused to provide a yearly accounting of the business to the partners/limited partners thereof.

35. In, about or after calendar/tax year 2008, Defendants failed, omitted, neglected and/or refused to provide a yearly K-1 accounting of the business to the partners/limited partners thereof.

36. Defendants' failure, omission, neglect and/or refusal to provide a yearly accounting and/or K-1 to Plaintiffs violated local, state and/or federal laws requiring same.

37. As a result of Defendants' failure, omission, neglect and/or refusal to provide a yearly accounting and/or K-1 to Plaintiffs, Plaintiffs have been damaged in an amount that exceeds the jurisdictional limits of the lower courts and to be determined at the time of trial.

AS AND FOR A THIRD CAUSE OF ACTION

38. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

39. The lack of profits to disburse despite the record increase in the per barrel price of oil as well as the protracted and costly litigation entered into and continued by the Defendant

Smith constituted gross mismanagement and negligence in the handling of the affairs of Smith Energy.

40. As a result, the Defendants are liable to Plaintiffs for damages sustained by virtue said mismanagement.

AS AND FOR A FOURTH CAUSE OF ACTION

41. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

42. The conduct of Defendant, Smith constituted a breach of his fiduciary duties to Smith Energy, its members and/or partners/limited partners and the Plaintiffs herein.

43. As a result, the Defendants are liable to Plaintiffs for damages sustained by virtue said breach of fiduciary duties.

AS AND FOR A FIFTH CAUSE OF ACTION

44. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

45. The lack of profitability of Smith Energy and the lack of return on investment to the Plaintiffs was due to willful and/or negligent accounting irregularities and/or inaccuracies on the part of Defendant Smith in the operation and/or management of Smith Energy.

46. As a result, the Defendants are liable to Plaintiffs for damages sustained by virtue said willful and/or negligent accounting irregularities and/or inaccuracies.

AS AND FOR A SIXTH CAUSE OF ACTION

47. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

48. As managing agent, Defendant Smith, supervised and controlled the collection of profits, payment of expenses and the distribution of monies to the limited and general partners.

49. In breach of his fiduciary duties, Defendant Smith, failed or refused to make certain distributions to the limited and general partners, notwithstanding that Defendant Smith Energy, upon information and belief has ownership, possession, powers of appointment or assignment, etc. over certain valuable tangible assets and/or valuable oil well leases.

50. Defendants' failure to make distributions to the limited and general partners is without any cause or justification.

51. Plaintiffs have demanded from Defendants a full accounting and the basis upon which distributions of monies have failed to be made, which requests have not been honored.

52. As limited partners of Defendant Smith Energy, Plaintiffs are entitled to a full and complete accounting from Defendant Smith, relative to all aspects of the business enterprise of Smith Energy.

53. Based upon the foregoing, Plaintiffs demand a complete and formal accounting by Defendants.

AS AND FOR A SEVENTH CAUSE OF ACTION

54. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

55. As a result of the failure to make distributions by Defendants, Plaintiffs have been damaged in an amount to be determined at the time of trial, together with interest, costs and disbursements.

AS AND FOR A EIGHTH CAUSE OF ACTION

56. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

57. Plaintiffs own a cognizable interest in and to Defendant Smith Energy.

58. As a result thereof, Plaintiffs are entitled to distributions from Defendants in an amount to be determined after a full accounting.

59. Based thereon, Plaintiffs demand judgment against Defendants for distribution of profits and surplus monies in an amount to be determined at the time of trial, together with interest, costs and disbursements.

AS AND FOR A NINTH CAUSE OF ACTION

60. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

61. Defendant's, Smith, conduct as set forth herein is willful, persistent and in contravention of the Partnership Agreement.

62. Based on the foregoing, Plaintiffs demand that the partnership be dissolved, that all partnership assets be sold, and that, after any and all liabilities have been satisfied, that the monies be distributed in accordance with each partner's percentage share interest.

AS AND FOR A TENTH CAUSE OF ACTION

63. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

64. The conduct of Defendant Smith renders it impractical for the partnership to continue carrying on business or operating with him.

65. Based on the foregoing, Plaintiffs demand that the partnership be dissolved, that all partnership assets be sold, and that, after any and all liabilities have been satisfied, that the monies be distributed in accordance with each partner's percentage share interest.

AS AND FOR AN ELEVENTH CAUSE OF ACTION

66. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

67. The conduct of Defendant Smith prejudicially affects the ability of the partnership to continue carrying on business or operating.

68. Based on the foregoing, Plaintiffs demand that the partnership be dissolved, that all partnership assets be sold, and that, after any and all liabilities have been satisfied, that the monies be distributed in accordance with each partner's percentage share interest.

AS AND FOR AN TWELFTH CAUSE OF ACTION

69. The Plaintiffs repeat, reiterate and reallege each and every allegation contained in the preceding paragraphs of this Complaint as if fully set forth herein at length.

70. In exchange for Plaintiffs investing in Defendant Smith Energy, Defendants made certain representations in the offering materials and partnership agreement as to payment of proceeds and use of a collecting and disbursing agent, among other representations.

71. The Defendants, their agents, servants and/or employees through the foregoing representations induced Plaintiffs to invest in Defendant Smith Energy.

72. The representations made by Defendants were false and fraudulent.

73. Defendants made the foregoing statements with knowledge of their falsity.

74. The Plaintiffs relied upon the representations of the Defendants, to their detriment.

75. Defendants fraudulently induced Plaintiffs to invest in Defendant Smith Energy.

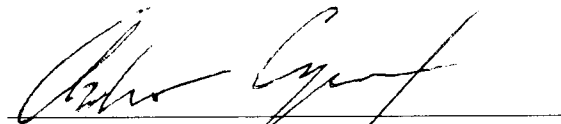
76. As a result of Defendants' misrepresentations, the Plaintiffs were damaged in the loss of use of their money, the loss of interest on their money and the costs to recoup their money and enforce the underlying agreement.

WHEREFORE, the Plaintiffs herein demand judgment against the Defendants, jointly and severally, on the First, Second, Third, Fourth, Fifth, Seventh, Eighth and Twelfth causes of action in an amount that exceeds the jurisdiction of the lower court to be determined at trial hereof, together with reasonable attorney's fees, the costs and disbursements of this action plus interest on the underlying investment from the date of its inception; for judgment on the Sixth cause of action for a complete and formal accounting of the business affairs and operations of Smith Energy by the Defendants; and for judgment on the Ninth, Tenth and Eleventh causes of action, dissolving the entity known as Smith Energy, selling all partnership assets, and distributing surplus monies in accordance with each partner's percentage share of interest after satisfaction of any and all partnership liabilities, together with interest, costs and disbursements of this action

Dated: Plainview, New York
February 12, 2014

Yours, etc.,

LAW OFFICES OF ANDREW T. CUPIT



Attorney for Plaintiffs
By: Andrew T. Cupit, Esq.
998 Old Country Road, Suite 4
Plainview, New York 11803
(516) 945-9930

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

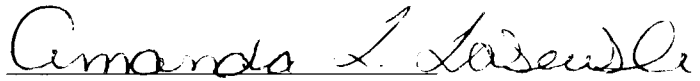
JEFFREY DOPPELT, being duly sworn, deposes and says:

That I am one of the Plaintiffs in the within action; that I have read the foregoing COMPLAINT and know the contents thereof; the same is true to the best of my knowledge, except as to those matters therein stated to be alleged upon information and belief and as to those matters, I believe them to be true.



JEFFREY DOPPELT

Sworn to before me this *14th* day
of *February*, 2014



Notary Public

AMANDA L. LASIEWSKI
Notary Public, State of New York
No. # 01LA6093001
Qualified in Suffolk County
Commission Expires June 23, 20 15

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ENERGY 1986-A PARTNERSHIP,

Defendants.

VERIFIED COMPLAINT

LAW OFFICES OF ANDREW T. CUPIT
Attorney for Plaintiffs
998 Old Country Road, Suite 4
Plainview, New York 11803
(516) 945-9930

To:
Attorney for Plaintiff

Service of a copy of the within is hereby admitted.

Dated:
Attorney(s) for

PLEASE TAKE NOTICE

NOTICE OF ENTRY that the within is a (certified) true copy of an entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT the Hon. one of the judges of the within named Court.

Dated: