

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI,
AT KANSAS CITY

ENERJEX RESOURCES, INC.,)
A Nevada corporation,)
10975 Grandview Dr., Ste. 350)
Overland Park, KS 66210)

Plaintiff,)

vs.)

JEFFERY HAUGHEY,)
An individual)
Serve: Personal Service POE)
Husch Blackwell LLP)
4801 Main Street)
Suite 1000)
Kansas City, MO 64112)

and)

ROBERT K. GREEN,)
An individual)
Serve: Personal Service POE)
Husch Blackwell LLP)
4801 Main Street)
Suite 1000)
Kansas City, MO 64112)

and)

HUSCH BLACKWELL LLP, f/k/a)
HUSCH BLACKWELL SANDERS LLP,)
A Missouri limited liability partnership)
Serve: Managing Partner)
4801 Main Street)
Suite 1000)
Kansas City, MO 64112)

Defendants.)

Case No. _____

Division No. _____

PETITION FOR DAMAGES ARISING
FROM BREACH OF CONTRACT,
LEGAL MALPRACTICE, BREACH OF
FIDUCIARY DUTY AND FRAUD

**PETITION FOR DAMAGES ARISING FROM
BREACH OF CONTRACT, LEGAL MALPRACTICE,
BREACH OF FIDUCIARY DUTY AND FRAUD**

Plaintiff EnerJex Resources, Inc., for its petition for damages against the defendants
Husch Blackwell LLP, Jeffery Haughey and Robert Green, states and alleges as follows:

PARTIES

1. Plaintiff EnerJex Resources, Inc. ("EnerJex") is a Nevada corporation duly formed and existing with its principal office located in Overland Park, Kansas. EnerJex was established in 2006 and is a public company engaged in the business of oil and gas exploration and production in eastern Kansas.

2. Defendant Husch Blackwell LLP formerly known as Husch Blackwell Sanders LLP ("HBS") is a Missouri limited liability partnership formed in January 2008 with its principal office located in Kansas City, Missouri. HBS is a partnership with over 500 attorneys and is engaged in the practice of law. HBS also has an international presence with an office in London and is considered by many to be a national "mega firm."

3. On its website, HBS proclaims to provide "sophisticated legal services at a compelling value...." HBS consistently holds itself out to the public and to potential clients as a so-called "silk stocking" law firm with a sophisticated business practice and the ability to prepare and deliver necessary business documents on time and without error.

4. Defendant Jeffery Haughey ("Haughey") is an individual and resident of Kansas. Haughey is a licensed counselor and attorney at law, a member of the Missouri Bar and one of the partners of HBS.

5. Defendant Robert Green ("Green") is an individual and resident of Kansas. Green is a licensed counselor and attorney at law, a member of the Missouri Bar and a partner of HBS.

ALLEGATIONS RELATING TO ALL COUNTS

6. In early 2006, a group of investors from the Kansas City area pooled certain of their financial and other resources and formed a company named "Midwest Energy, Inc." The company was formed for the purpose of acquiring and developing oil and gas leases in eastern Kansas.

7. In an effort to raise capital to expand the company, Midwest Energy, Inc. decided to "take the company public." In furtherance of that decision, in August 2006, Midwest Energy, Inc. executed a reverse merger into an existing public company named "Millennium Plastics, Inc."

8. Following the reverse merger, Millennium Plastics changed its name to EnerJex Resources, Inc. and shortly thereafter EnerJex stock was quoted and traded on the over the counter bulletin board, symbol ENRJ.

9. In late 2007, EnerJex undertook an aggressive strategy to grow the company's assets and revenues and thereby create value for the company's shareholders. EnerJex sought to acquire existing oil and gas producing leases in eastern Kansas and also desired to develop its existing leases through the drilling of additional production wells and water flood injection wells.

10. With the help of an underwriter, C.K. Cooper & Company ("C.K. Cooper"), EnerJex decided to raise capital by taking the following steps: EnerJex would execute a 5:1 reverse stock split to lower the number of outstanding shares and raise the individual share price from \$1 per share to \$5 per share; EnerJex would raise approximately \$25 million in capital by

selling approximately 5,000,000 shares of its common stock at \$5 per share; and EnerJex would become a "listed" stock on the American Stock Exchange ("AMEX").

11. EnerJex decided to register the shares that were to be offered for sale under the laws and regulations of the Securities Exchange Commission ("SEC"). The registration was to be facilitated through filing an S-1 Registration Statement with the SEC for approval by the SEC.

12. To execute the reverse stock split, EnerJex had to seek and obtain the affirmative vote of a majority of its shareholders at a special meeting. This type of special meeting required a "Proxy Statement" to be filed with the SEC and provided to the shareholders.

13. EnerJex needed securities legal counsel to assist in the preparation and filing of the S-1 Registration Statement and the Proxy Statement.

14. In January 2008, securities legal counsel for EnerJex was Donald Stoecklein, ("Stoecklein") an attorney with an office in San Diego, California who worked closely with a securities document preparation firm in Las Vegas, Nevada named Securities Law Institute ("SLI") headed by Anthony DeMint ("DeMint").

15. Both Stoecklein and SLI had substantial experience in representing and working with small and micro-cap companies such as EnerJex in connection with SEC matters and public company filings and disclosures. But Stoecklein SLI did not have a recognized large law firm name or substantial professional liability insurance coverage.

16. At the recommendation of the offering underwriter, EnerJex sought to engage legal counsel that had a recognized large law firm name and substantial professional liability insurance coverage.

17. On February 4, 2008, the President of EnerJex, Steve Cochennet ("Cochennet") met with defendant Haughey to discuss the nature of the legal counsel needs of EnerJex in

connection with the stock offering and to consult with him as potential securities legal counsel for the project and for SEC matters.

18. A significant aspect of the discussion between Cochennet and Haughey dealt with the timing in the micro-cap investor market. Cochennet informed Haughey that adherence to deadlines was critical to the undertaking and Haughey acknowledged his understanding of this.

19. Cochennet advised Haughey that EnerJex had to take the offering to the investor market no later than mid-June 2008. Haughey assured Cochennet that HBS had the expertise and resources needed to complete the project within the required timeframe, and that those resources would be committed as necessary. Through Cochennet, Haughey was made aware that if the deadlines could not be met, the project could be rendered of no value to EnerJex and could even cause EnerJex damage.

20. On February 6, 2008, defendant Haughey sent a letter to Cochennet offering his services and the services of HBS as legal counsel for EnerJex in connection with the public stock offering transaction. A copy of Haughey's letter ("Haughey Engagement") is attached as **Exhibit 1** and incorporated by this reference.

21. In the Haughey Engagement, defendant Haughey represented that the review of corporate documentation ("Due Diligence") in connection with the public stock offering could be done for "approximately \$25,000 in legal fees."

22. In the Haughey Engagement, defendant Haughey further represented that the work in connection with the public stock offering could be done for "as low as \$100,000 if the existing firm does much of the drafting."

23. Defendant Haughey insisted that he and HBS have full responsibility for the overall transaction. In the Haughey Engagement, defendant Haughey stated that as a condition

of the engagement, he and HBS would “need to be responsible for the overall transaction.” On behalf of EnerJex, Cochennet agreed and placed the matter entirely in the hands of HBS.

24. In addition Haughey also represented that HBS could annually review normal SEC public filings, such as Form 10-K, Form 10-Q and Form 8-K for EnerJex for legal fees in the approximate amount of \$50,000 annually.

25. With respect to the fee estimates, Haughey represented that the attorney fees charged by him and HBS would “be determined by the amount of time spent. . . .” Haughey did not mention and there was no agreement or understanding that would permit Haughey or HBS to round off time or to bill in any minimum billing increments.

26. At their meeting on February 4, 2008 Cochennet and Haughey had discussed and mutually agreed that the project would be completed within four months. Haughey further confirmed this understanding that due to the extreme time sensitivity of the matter EnerJex wanted HBS to commence work immediately, specifically stating that “It is our understanding that you would like us to go ahead and begin reviewing your corporate documentation based on our \$25,000 estimate above. If this is not the case, please let me know.”

27. Upon information and belief, the Haughey Engagement was approved by HBS management. The Haughey Engagement was transmitted to Cochennet by email to Cochennet on February 6, 2008.

28. In connection with the potential engagement of HBS, Cochennet consulted with defendant Green. Green assured Cochennet that he would be the responsible and billing attorney.

29. At the time, Green was a direct or beneficial owner of EnerJex stock, and Cochennet specifically discussed with Green the time critical nature of the work to be done by

HBS. Cochennet made certain that Green understood that the entire value of the transaction would be lost if the market deadlines were not met, and further, that the stock split which was an integral part of the transaction would actually harm EnerJex if the offering missed the critical market "window."

30. Meeting the window required completion of all filings and amendments, proxy statements, shareholder agreements, stock split, and due diligence so that the investor packets were delivered to the prospective investors for the June "road show." If the undertaking was not completed for a June "road show," selling the offering would have to be delayed until after Labor Day due to the loss of the prospective investor audience over summer vacation.

31. Cochennet also told Green, as he had told Haughey, that an audit had been performed by EnerJex's SEC auditor specially for this registration and offering, and unless the time schedules were met the audit would become stale, and the fees spent by EnerJex for the audit would be wasted.

32. Green assured Cochennet that the matter would be handled appropriately considering these special circumstances and needs of the client, and that HBS would meet the deadlines needed for EnerJex to take the offering to the prospective investors.

33. Green further assured Cochennet that the legal fees for the representation would not exceed \$200,000 under any circumstances.

34. The timely filing and approval of the S-1 Registration Statement was critical and was of the essence of the engagement.

35. At the initial meeting with Haughey on February 4, 2008, Cochennet emphasized the need for Haughey and HBS to adhere strictly to the deadlines and timelines. Haughey

represented to Cochennet that he and his HBS "team" were experienced lawyers who could meet the deadlines and assured Cochennet that the work would be timely completed.

36. A copy of the timeline prepared by C.K. Cooper is attached as **Exhibit 2** and incorporated herein by this reference. As set forth in further detail *infra*, Haughey and HBS failed in all respects to meet deadlines and timely perform the work. Such failures caused EnerJex the loss of the opportunity to raise capital in the sum of approximately \$25 million.

37. The failure of Haughey and HBS to meet deadlines and timely perform the work rendered HBS's work valueless to EnerJex.

38. In addition, Haughey and HBS failed to advise EnerJex to forestall executing the reverse stock split further causing harm to EnerJex by adversely impacting the value of EnerJex stock.

39. Notwithstanding Haughey's understanding and acknowledgment that time was of the essence and critical to the success of the offering and further notwithstanding Haughey's representation that he would start the Due Diligence immediately, Haughey unduly delayed commencing the Due Diligence.

40. Upon information and belief, Haughey and his "team" had little or no experience in preparing Registration Statements for micro-cap companies similar to EnerJex.

41. Upon information and belief, Haughey and his "team" had little or no experience in taking a public company quoted on the over the counter bulletin board to the status of being listed on the AMEX.

42. Upon information and belief, Haughey and his "team" had little or no experience in performing the due diligence for a small start-up or micro-cap company similar to EnerJex that had gone public by executing a reverse merger with an existing public shell.

43. Upon information and belief, Haughey and his “team” had little or no experience in representing any similar start-up or micro-cap public company such as EnerJex and had no track record of effectively and efficiently representing similar companies.

44. Notwithstanding the complete lack of experience of Haughey and his team, Haughey failed to advise Cochennet of his lack of experience and the lack of experience of his “team” and failed to advise Cochennet that it was likely that HBS would need to perform substantial research and expend hundreds of hours to educate HBS attorneys in the regulations and other legal and practical aspects of the contemplated transactions.

45. Upon information and belief, HBS management reviewed and approved the Haughey Engagement. Despite reviewing and approving the Haughey Engagement, HBS management, failed to inquire as to Haughey’s ability to complete the engagement, and further knew or should have known that Haughey and his team lacked the expertise or experience to complete the engagement within the range of fees Haughey represented.

46. Alternatively, if Haughey, Green and HBS had the necessary experience and expertise to meet the time and cost requirements of the EnerJex engagement, their conduct reflects gross neglect and mismanagement or a conscious disregard by HBS of its plain responsibilities and of the foreseeable consequences of the failure of HBS to live up to those responsibilities.

47. At EnerJex’s direction, and as contemplated in the Haughey Engagement, on or about February 24, 2008, DeMint emailed a draft of the S-1 Registration Statement to Haughey.

48. Haughey failed to timely commence his review of the S-1 draft, failed to make timely revisions, and failed to timely file the S-1 with the SEC.

49. A working group consisting of HBS, DeMint, C.K. Cooper, and its counsel produced organizational assignments and deadlines with specific goals and calendars of events for filing the Registration Statement and Proxy Statement and other documents and executing the reverse stock split.

50. In addition to these organizational documents and calendars, the working group had "all hands" teleconferences beginning in February 2008, at which the group discussed the progress of the filing. During these conferences, non-HBS participants questioned HBS's delays in filing the initial S-1, making timely responses to SEC comments, and filing amended S-1's. HBS repeatedly assured EnerJex and other non-HBS members of the working group that deadlines were understood and would be met.

51. The repeated and numerous redrafts and edits done by HBS unreasonably and substantially delayed the drafting process but amounted primarily to nothing more than cosmetic and stylistic changes.

52. Due to the tight scheduling requirements of the offering, within a short time of committing to the engagement of HBS, EnerJex was locked in to HBS and could not change lawyers while retaining any hope of hitting the market window. HBS was fully aware that the firm held EnerJex in a captive position.

53. HBS staffed the project with numerous lawyers and paralegals, each of whom billed time to the EnerJex project, and lacked substantial experience in similar micro-cap company offerings.

54. During March 2008, DeMint, C.K. Cooper and Cochennet repeatedly demanded that HBS comply with the deadlines to get the S-1 filed and approved, but Haughey and HBS were unable or unwilling to complete their drafting and to comply with the deadlines. As a result

HBS and Haughey filed the first version of the S-1 Registration Statement with the SEC on April 9, 2008, fully five (5) weeks behind schedule.

55. By the time that the Registration Statement was filed, Haughey and HBS had already billed EnerJex almost \$200,000 in attorney fees. Although he had started with the DeMint draft of the S-1 and should have been able to complete the work for the \$100,000 estimate, Haughey and HBS had churned the file to the extent that they had already reached the "not to exceed" represented budget and there was still much work to do.

56. As evidenced by time and billing records, the staffing of EnerJex matters was bloated with superfluous lawyers who performed redundant and unnecessary work. HBS lawyers churned and grossly overbilled the EnerJex files.

57. The Registration Statement was approved over three months behind schedule. As a consequence, the offering failed. If HBS had timely prepared and filed the Registration Statement, the offering would have been successfully completed. The proximate cause of the failure was the inattention and delay attributable to Haughey and HBS.

58. Haughey, Green, and all HBS attorneys acted in the course and scope of their agency or employment for HBS, acted jointly as partners, and HBS ratified their actions both at the time of their malfeasance and subsequently.

59. During 2008, Haughey and HBS covered up for their own inexperience and incompetence and mismanagement of the matters entrusted to them, churned the files, overbilled EnerJex and otherwise breached their fiduciary duties to EnerJex in the following particulars:

- a. Billed EnerJex for no less than twenty two (22) HBS attorneys and five (5)

HBS legal assistants;

b. Billed EnerJex not less than \$370,095.00 for the preparation and filing of the S-1 Registration Statement;

c. Billed EnerJex almost \$20,000 for the "review" of the Proxy Statement, largely a boilerplate document that had already been prepared by DeMint with only about six (6) pages of substance;

d. Billed EnerJex almost \$135,000 for review of bank financing documents that had already been prepared by the bank's attorneys while effecting no substantial substantive changes to the documents or the financing business deal;

e. Billed EnerJex over \$36,000 for "curative title work" that was largely unnecessary or to the extent necessary could have been done by a professional oil and gas land man for substantially less;

f. Billed EnerJex over \$28,000 to prepare unnecessary and inapplicable documents related to EnerJex's debenture financing;

g. Billed EnerJex for superfluous and unnecessary review of the underwriter's agreement;

h. Billed EnerJex almost \$75,000 for "reviewing" one 10-K annual report and one 10-Q quarterly report, an amount that was about three times more than Haughey's estimate; and,

i. Billed EnerJex over \$12,000 to "review" an uncontested boilerplate employment contract for Cochennet that DeMint had prepared.

60. Green and HBS failed to disclose to the EnerJex board Green's stock ownership in EnerJex and the conflicts of interest inherent in such relationship, and failed to obtain a waiver of such conflicts.

61. Although Haughey and HBS knew that it was improper, they allowed DeMint, a non-lawyer, to represent Cochennet in connection with the negotiation of his employment contract. This was but a charade; Haughey and HBS continued to represent both EnerJex and Cochennet. This dual representation presented irreconcilable conflicts of interest and is a further basis for the remedy of disgorgement as demanded herein.

62. During fiscal year 2008, EnerJex had total gross revenues of \$3,602,798. During calendar year 2008 Haughey and HBS billed EnerJex \$771,736.00. During 2008 and 2009 combined, HBS billed EnerJex \$977,606.75.

63. To date, EnerJex has paid HBS \$485,472.80.

COUNT I
PROFESSIONAL NEGLIGENCE; LEGAL MALPRACTICE

For Count I of its petition for damages against all named defendants, EnerJex states and alleges as follows:

64. EnerJex incorporates by this reference the above paragraphs numbered 1 through 63 inclusive, as though fully set forth herein.

65. As legal counsel for EnerJex, defendants Haughey and Green owed to EnerJex duties of professional care, diligence and skill.

66. Defendants Haughey and Green failed to use that degree of skill and learning ordinarily used under the same or similar circumstances by attorneys and thereby breached those duties of professional care in the following particulars:

a. During a critical time Defendants Haughey and Green delayed commencement of work on the Due Diligence without justification or excuse;

b. Defendants Haughey and Green staffed the EnerJex work with superfluous attorneys who, upon information and belief, had little or no experience in preparing

registration statements for similar companies and as a result the work was further delayed;

c. Defendants Haughey and Green overstaffed the document revision process using the same superfluous, inexperienced attorneys and as a result, the Registration Statement and other documents went through numerous drafts and revisions with numerous changes that did not impact the substance of the documents causing further delay with no benefit;

d. Defendants Haughey and Green missed numerous deadlines for the public offering;

e. Defendants Haughey and Green failed to timely respond to the initial comments made by the SEC, and failed to timely respond to subsequent SEC comments;

f. Defendants Haughey and Green failed to properly communicate with the client about what work it was performing and its billings;

g. Defendants HBS, Haughey and Green lacked the necessary skill and competence for the EnerJex project; and

h. Such other breaches of professional duty as may be shown by discovery conducted in this action.

67. The above breaches of duty and professional negligence were the actual and proximate cause of substantial economic loss to EnerJex.

68. Defendant HBS is a partnership including Haughey and Green as partners and is liable for the conduct of Haughey and Green. HBS condoned and ratified their actions both at the time of their malfeasance and subsequently.

69. As a direct result of HBS's professional negligence and legal malpractice, EnerJex suffered foreseeable immediate and consequential damages in the sum of \$50 million.

WHEREFORE, plaintiff EnerJex Resources, Inc. demands judgment against the defendants, jointly and severally for money damages in such amounts as are fair and reasonable, plus costs, and for such further relief as the court deems just and proper.

COUNT II
BREACH OF CONTRACT

For Count II of its petition for damages against HBS, EnerJex states and alleges as follows:

70. EnerJex incorporates by this reference the above paragraphs numbered 1 through 69 inclusive, as though fully set forth herein.

71. EnerJex and HBS were parties to a contract for professional services.

72. The terms of the contract consisted, among other things, of the following:

- a. To timely revise the S-1 prepared by DeMint;
- b. To timely file other documents in order to avoid additional cost and duplication of the financial statements from the special audit and other work of the auditor;
- c. To timely file all other documents necessary to obtain approval from the SEC for the S-1 Registration Statement in time for the June "road show;"
- d. To timely complete the Due Diligence so as not to delay meeting deadlines in the time and responsibility calendars;
- e. To perform all of the above within the budget and promises made to the client;

f. To use experienced and competent attorneys experienced in drafting and filing registration statements and similar public offering documents for small bulletin board or micro-cap companies;

73. HBS breached the contract in the following material particulars:

- a. Failed to timely revise the S-1 prepared by DeMint;
- b. Failed to meet deadlines for filing the initial S-1 Registration Statement;
- c. Failed to timely prepare and file amendments to the S-1 Registration Statement;
- d. Failed to meet the estimates set forth in the Haughey Engagement with respect to billings for the S-1 Registration Statement and Due Diligence;
- e. Failed to timely commence drafting and Due Diligence as represented to EnerJex in the agreement with the client;
- f. Failed to use attorneys experienced and competent in filing an S-1 Registration Statement with the SEC for small bulletin board or micro-cap companies in the oil and gas industry; and
- f. Such other breaches as may be determined from evidence gained from discovery in this matter.

74. Due to the breaches of contract by HBS, EnerJex suffered economic loss and damages.

75. As a direct result of HBS's breach and breaches of contract, EnerJex suffered foreseeable immediate and consequential damages in the sum of \$50 million.

WHEREFORE, EnerJex Resources, Inc. demands judgment against the defendant HBS for money damages in such amounts as are fair and reasonable for breach of contract, plus costs and such further relief as the court deems just and proper.

COUNT III
BREACH OF FIDUCIARY DUTY

For Count III of its petition for damages against Haughey, Green and HBS (“Defendants”), EnerJex states and alleges as follows:

76. EnerJex incorporates by this reference the above paragraphs numbered 1 through 75 inclusive, as though fully set forth herein.

77. As legal counsel for EnerJex, Defendants owed to EnerJex duties of loyalty and were prohibited from placing their own interests ahead of the interests of EnerJex.

78. Defendants acted in their own self-interest by among other things, churning files, billing EnerJex for unnecessary work and redundant work, overstaffing matters, and staffing matters with attorneys who lacked expertise and experience, but nevertheless billed as if they were experienced and capable attorneys.

79. Defendants breached fiduciary duties to EnerJex by acting in their self-interest and overbilling while at the same time failing to comply with deadlines and failing to accept responsibility for the overall transaction as represented to EnerJex on numerous occasions.

80. As a result of Defendants’ breach of fiduciary duties, EnerJex suffered economic loss and damage.

81. In addition to the damage caused by Defendants, the collection by HBS of \$484,472.80 in legal fees was facilitated through HBS’s breach of fiduciary duties and is subject to disgorgement.

82. As a direct result of Defendants' breach and breaches of fiduciary duties, EnerJex suffered foreseeable immediate and consequential damages in the sum of \$50 million.

83. Defendants' actions were wanton, willful and intentional, justifying an award of punitive damages in the amount of \$50,000,000 to punish the Defendants and to deter others from similar conduct in the future.

WHEREFORE, EnerJex Resources, Inc. demands judgment against the Defendants, jointly and severally, for money damages in such amounts as are fair and reasonable, plus judgment for disgorgement of fees paid in the amount of \$484,472.80 together with interest at the legal rate accruing from the time such fees were paid, plus punitive damages in such amounts as are fair and reasonable, plus costs and such further relief as the court deems just and proper.

COUNT IV
FRAUD AGAINST DEFENDANTS HAUGHEY AND HBS

For Count IV of its petition for damages against defendants Haughey and HBS, EnerJex states and alleges as follows:

84. EnerJex incorporates by this reference the above paragraphs numbered 1 through 83, inclusive, as though fully set forth herein.

85. Defendant Haughey made numerous false representations to EnerJex. Such false representations included but are not limited to the following:

a. That he and HBS could conduct the necessary Due Diligence for the sum of \$25,000. Haughey either knew this representation was false or was willfully ignorant insofar as Haughey had no experience in conducting corporate due diligence for a company such as EnerJex that had gone public by reverse merger into a public shell;

b. That he and HBS could represent EnerJex in the public offering for as little as \$100,000. Upon information and belief, Haughey had never prepared a

registration statement and handled a public offering for as little as \$100,000 and had no factual basis to believe that he and HBS could handle the EnerJex project for only \$100,000. Haughey's estimated price was a classic "lowball." (The term "lowball" refers to a cheating tactic whereby an attractive low estimate is intentionally represented as the real price when all along the intent is to inflate the price by up selling and otherwise changing the work to make it far more expensive);

c. That he and HBS could achieve the "lowball" \$100,000 price if DeMint "did much of the drafting." Haughey had never worked with DeMint and had no basis to make such a representation. Furthermore, Haughey had no intention of allowing DeMint to do much of the drafting in order to control legal fees. Rather, upon information and belief, at the time Haughey made the representation, Haughey intended to staff the case fully with HBS attorneys and to bill as much in legal fees as possible to the matters;

d. That he and HBS would attempt to control legal fees charged to EnerJex. Upon information and belief, Haughey had no intention of making any effort to control legal fees charged to EnerJex. At the time of the engagement, virtually all of EnerJex's revenue was derived from sales of produced oil and the oil market was soaring. The market price of oil went over \$100 per barrel for the first time in history during the second week of February 2008. Oil prices consistently climbed throughout the spring and into the summer of 2008. The market peaked in July 2008 at over \$140 per barrel. Monthly revenues at EnerJex were skyrocketing due to the bullish oil market. Haughey and HBS were intent upon making the most of this situation and did so as evidenced by the hundreds upon hundreds of thousands of dollars billed to EnerJex during this time period. Not until oil prices fell during the late fall of 2008 did Haughey and HBS make

any effort to control legal fees. Haughey admitted this in an email to Cochenet dated December 29, 2008. In response to one of the EnerJex directors questioning whether some legal work needed to be done, Haughey suggested that DeMint should do the work because he and HBS were "trying to limit our legal fees given the price of oil;"

e. That he and HBS would charge fees "determined by the amount of time spent on such matters." Haughey knew that he and HBS did not intend to charge EnerJex on the basis of time actually spent. Rather, Haughey intended to charge fees based upon rounding up of time. Upon information and belief, Haughey usually rounds off the time he allots to matters to the next hour or half-hour. Almost eighty percent (80%) of Haughey's time entries billed to EnerJex during 2008 ended in an even hour or half-hour. Of the remaining approximately twenty percent (20%) of time entries, Haughey rounded his time to the next one-tenth hour (6 minutes). On some days, Haughey worked on multiple matters for EnerJex and rounded his time on each matter. Overall, this rounding resulted in a substantial increase in fees charged. Moreover, the rounding resulted in Haughey charging EnerJex for time that was not actually spent, in direct contravention to his written representation in the Haughey Engagement;

f. That he and HBS could review EnerJex's annual SEC filings for estimated fees of \$50,000. Upon information and belief, Haughey either knew this representation was false or was willfully ignorant of the truth insofar as Haughey had no past experience in reviewing SEC filings for small oil exploration and production companies such as EnerJex. Haughey again utilized a "lowball" tactic to get the work and then charged EnerJex almost three times the lowball estimate;

g. That he and the other attorneys at HBS were experienced and capable of handling the work in connection with the public offering. This statement was false and Haughey knew it was false. Upon information and belief, Haughey and the other attorneys who worked on the offering had no experience in preparing and filing registration statements for oil and gas exploration and production companies;

h. That he and the other attorneys at HBS were experienced and capable of handling SEC work for micro-cap public companies such as EnerJex. This statement was false and Haughey knew it was false. Upon information and belief, Haughey and the other attorneys who worked on SEC matters had no previous experience with similar micro-cap public companies;

i. That he and the other attorneys at HBS were experienced and capable of handling the work to take EnerJex from being quoted on the over the counter bulletin board to being listed on the AMEX. This representation was false and Haughey knew it was false. Upon information and belief, Haughey and the other attorneys who billed time to this project had no such experience; and

j. That he and HBS would be responsible for the overall transaction related to the public offering. This representation was false and Haughey knew it was false. Upon information and belief, Haughey did not intend to be responsible for the overall transaction. From the very beginning, Haughey refused to accept responsibility and made excuses for the multitude of inept failures of the HBS team. When the offering failed due to the delays caused by Haughey and HBS, and Haughey was advised that EnerJex was blaming him and HBS, Haughey dismissively stated to DeMint "Oh well, they always blame the lawyers."

86. Prior to issuing the Haughey Engagement, Cochennet had advised Haughey that Stoecklein and SLI had offered to represent EnerJex in connection with the public offering for a fixed flat fee of \$125,000. Upon information and belief, the fee estimates set forth in the Haughey Engagement were not based upon estimates he had calculated, but rather were based on the Stoecklein and SLI fixed flat fee.

87. The Haughey Engagement was part and parcel of a scheme whereby Haughey, with knowledge of the competitive price from Stoecklein and SLI, simply threw out the \$100,000 "lowball" to draw in Cochennet and EnerJex and thereby obtain the engagement. Upon obtaining the engagement, Haughey intended to bill EnerJex for as much as he could possibly bill for as long as EnerJex had extra revenue from the soaring oil market.

88. Upon information and belief, Haughey in fact failed to perform work for EnerJex and made fictional time entries. Over seventy percent (70%) of Haughey's time entries fail to describe legal services performed, but instead consist of vague descriptions such as "Work on 10-K" or "Work on registration statement." Some of Haughey's time entries do not describe any sort of legal services performed, but instead mention only a document and an amount of time, rounded to the nearest hour or half-hour. Examples of such entries are .50 hours Haughey billed on 3/29/08 that he described only as "Employment Agreement"; 1.00 hours Haughey billed on 3/4/08 and .50 hours Haughey billed on 3/29/08 that he described only as "Proxy Statement"; and, 1.00 hours Haughey billed on 5/13/08 that he described only as "Due Diligence."

89. Haughey's representations were material to EnerJex as to its determination of whether it would engage Haughey and HBS and also whether it would continue the engagement. EnerJex did in fact rely upon the false representations in hiring and continuing to employ HBS

and entrust HBS with its future viability and the public registration for raising capital necessary to keep EnerJex's business growing and viable.

90. Haughey intended for EnerJex to rely on his misrepresentations and EnerJex did, in fact, rely on the misrepresentations which in all respects EnerJex was unaware and ignorant of the falsity of Haughey's misrepresentations.

91. EnerJex had the right to rely on Haughey's misrepresentations. If Haughey and HBS had been truthful or not reckless in their representations, EnerJex would not have hired them and would have found other counsel who would have timely facilitated EnerJex in the equity raise.

92. As a consequent and proximately caused result of the fraud of Haughey and HBS, EnerJex suffered foreseeable immediate and consequential damages in the sum of \$50 million.

93. The fees paid by EnerJex were obtained through the fraud of Haughey and HBS and are subject to disgorgement.

94. Defendants' actions were wanton, willful and intentional, justifying an award of punitive damages in the amount of \$50,000,000 to punish the defendants and to deter others from similar conduct in the future.

WHEREFORE, EnerJex Resources, Inc. demands judgment against defendants Haughey and HBS, jointly and severally, for money damages in such amounts as are fair and reasonable, plus judgment for disgorgement of fees paid in the amount of \$484,472.80 together with interest at the legal rate accruing from the time such fees were paid, plus judgment for punitive damages in such amounts as are fair and reasonable, plus costs and such further relief as the court deems just and proper.

COUNT V
FRAUD AGAINST DEFENDANTS GREEN AND HBS

For Count V of its petition for damages against defendants Green and HBS, EnerJex states and alleges as follows:

95. EnerJex incorporates by this reference the above paragraphs 1 through 94 as though fully set forth herein.

96. Defendant Green represented to Cochennet that Green would be the responsible partner at HBS for the matters related to the legal representation of EnerJex and that Green would be in charge all matters, particularly those matters related to securities.

97. Green further represented to Cochennet that as the responsible attorney, the fees HBS would charge to EnerJex would, under no circumstances exceed the sum of \$200,000.

98. Green's representations were false and Green made such representations with actual knowledge as to the falsity or with deliberate ignorance as to the truth or falsity of the representations. Green simply had no clue as to the amount of work called for or the degree of difficulty of the work.

99. Green did not intend to be responsible for the legal representation of EnerJex in connection with securities matters and did not intend to oversee the representation and did not intend to limit fees in any manner whatsoever.

100. Upon information and belief, Green is not an experienced securities attorney. Green's lack of experience is much the same as Haughey's lack of experience detailed above. Even with his lack of experience, Green failed to even make an effort to oversee the work. During the course of 2008, Green billed only six (6) hours to EnerJex.

101. Green had no factual basis to represent to Cochennet that legal fees charged by HBS would not exceed \$200,000 under any circumstances and that representation was made with reckless disregard for the truth.

102. Further, Green had no financial interest in limiting the legal fees HBS charged to EnerJex and had no intention of limiting the legal fees charged and in fact did not undertake any efforts to limit the legal fees to the "not to exceed" sum he had represented. Indeed, Green had a direct, personal financial interest in billing EnerJex for the highest sum of legal fees possible.

103. Green's false representations were material to EnerJex in the determination of the company as to whether it would engage Haughey and HBS and continue the engagement.

104. Green intended for EnerJex to rely on his false representations and EnerJex did, in fact, rely on the representations which in all respects EnerJex was unaware and ignorant of the falsity of Green's representations.

105. EnerJex had the right to rely on Green's false representations. EnerJex did in fact rely upon the false representations in hiring and continuing to employ HBS and entrust HBS with responsibility for the transaction.


106. As a consequent and proximately caused result of the fraud of defendants Green and HBS, EnerJex suffered foreseeable immediate and consequential damages in the sum of \$50 million..

107. Green and Haughey conspired together and as co-conspirators Green is jointly responsible for the conduct of Haughey and for the damages caused by the specific misrepresentations, misconduct and other malfeasance of Haughey.

108. Defendants' actions were wanton, willful and intentional, justifying an award of punitive damages in the amount of \$50,000,000 to punish the defendants and to deter others from similar conduct in the future.

WHEREFORE, EnerJex Resources, Inc. demands judgment against defendants Green and HBS, jointly and severally, for money damages in such amounts as are fair and reasonable, plus judgment for punitive damages in such amounts as are fair and reasonable, plus costs and such further relief as the court deems just and proper.

CALDWELL & MOLL, L.C.

By: 
Loren W. Moll # 38982
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Telephone No.: 913/451-6444
Facsimile No.: 913/451-3454

Pending Pro hac vice admission:
**LAW OFFICES OF WILLIAM J.
SKEPNEK**

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**ATTORNEYS FOR PLAINTIFF
ENERJEX RESOURCES, INC.**

EXHIBIT 1

February 6, 2008

VIA E-MAIL - SCochennet@EnerJexResources.com

Steve Cochennet
Chief Executive Officer
EnerJex Resources
7300 W. 110th Street, 7th Floor
Overland Park, KS 66210

Re: Securities Law Representation

Dear Steve:

I enjoyed meeting with you on Monday to hear what you have accomplished with EnerJex since you formed it in 2006. It sounds like an exciting opportunity, and we would love the opportunity to represent the company in connection with securities law matters among others.

As we discussed, we believe we could review all your recent filings and related exhibits, the information regarding the reverse merger, acquisition documentation, leases and various financings for approximately \$25,000 in legal fees. As I mentioned, my hourly rate is \$385, a senior associate's rate is approximately \$285 and a junior associate's rate is approximately \$175. We push the work down to the lowest level possible under the circumstances.

If you would like us to handle the upcoming firm commitment registered offering and be in a position to issue the opinion that is filed as an exhibit to the registration statement and the opinion that is typically required by an underwriting agreement, we would need to be responsible for the overall transaction and complete our own due diligence, some of which would be covered by the estimate above. We would also need to participate in all due diligence meetings and drafting sessions.

As we discussed on Monday, it is not uncommon for legal fees in a registered offering to be \$150,000 or more (this includes the \$25,000 of due diligence discussed above). It may be possible that our fees could be as low as \$100,000 if the existing firm does much of the drafting, although we would need to review that work. This estimate does not contemplate that we would be responsible for the proxy statement for the proposed reverse stock split, but we would need to review it as well.

**BLACKWELL
SANDERS**
LLP

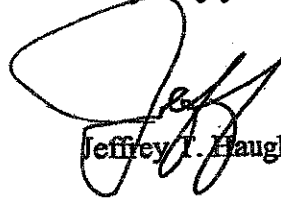
Steve Cochennet
Chief Executive Officer
EnerJex Resources
February 6, 2008
Page 2

Finally, you asked for an estimate of fees for reviewing SEC filings during a year, such as the annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, as well as a proxy statement for an annual meeting. As with any estimate, it is difficult to estimate fees over the course of a year. It will depend in part on the number of press releases and 8-Ks that the company needs to issue during the course of the year, as well as any complications that can arise throughout the year that will affect disclosures issues. We assume that the company would prepare the filings that substantially comply with the rules and that we would then review those drafts. We estimate that our fees would be around \$50,000 to review such filings. This does not include attending board or committee meetings, matters involving employee stock plans or disclosure issues that are not routine or that result from new or revised rules.

As you know, our fees will ultimately be determined by the amount of time spent on such matters. Accordingly, these estimates could differ from our actual fees for any number of reasons. If you have any questions or would like to discuss this with me further, please contact me at your earliest convenience.

It is our understanding that you would like us to go ahead and begin reviewing your corporate documentation based on our \$25,000 estimate above. If this is not the case, please let me know.

Very truly yours,



Jeffrey T. Haughey

JTH/cz
cc: Mr. Robert K. Green

EXHIBIT 2

STRICTLY PRIVATE AND CONFIDENTIAL

PROJECT — ABERDEEN - 02

Working Group List- v4

February 19, 2008

DISTRIBUTION KEY:

- (1) Primary Distribution – All internal drafts, documents and memos.
- (2) Secondary Distribution – Final documents & Memos
- (3) Selective Distribution – Determined by CKCC and the Issuer
- (4) No Distribution



C. K. COOPER & COMPANY

WORKING GROUP LIST

TABLE OF CONTENTS

TABLE OF CONTENTS	2
ISSUER – ENERJEX RESOURCES.....	3
LEAD UNDERWRITER – C. K. COOPER & COMPANY	4
"CO-UNDERWRITER (1)" – COMPANY NAME.....	5
"CO-UNDERWRITER (2)" – COMPANY NAME.....	6
ISSUER LEGAL COUNSEL – HUSCH BLACKWELL SANDERS	7
LEAD UNDERWRITER LEGAL COUSEL – STRADLING YOCCA CARLSON & RAUTH .	8
FINANCIAL PRINTER – BOWNE OF IRVINE.....	9
TRANSFER AGENT – STANDARD REGISTRAR & TRANSFER CO. INC.....	10
RESERVE ENGINEERS – MCCUNE ENGINEERS, P.E.....	11
TIME & RESPONSIBILITY	12

WORKING GROUP LIST

ISSUER – ENERJEX RESOURCES

ENERJEX RESOURCES, INC.

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WORKING GROUP LIST

LEAD UNDERWRITER — C. K. COOPER & COMPANY

C. K. COOPER & COMPANY

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WORKING GROUP LIST

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COMPANY

Address
City, State Zip Code
Phone

NAME/TITLE	BUSINESS INFORMATION	HOME ADDRESS/PHONE
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Contact (1)

Title



WORKING GROUP LIST

"Co-UNDERWRITER (2)" – COMPANY NAME

COMPANY

Address
City, State Zip Code
Phone

NAME/TITLE	BUSINESS INFORMATION	HOME ADDRESS/PHONE
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Contact (1)
Title

WORKING GROUP LIST

ISSUER LEGAL COUNSEL – HUSCH BLACKWELL SANDERS

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WORKING GROUP LIST

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WORKING GROUP LIST

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MCCUNE ENGINEERING, P.E.

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TIME & RESPONSIBILITY

TIME & RESPONSIBILITY

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH						
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30	31					

APRIL						
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27	28	29	30			

MAY						
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JUNE						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

☒ Market Close
 ☒ Conference Calls / Meetings
 ☐ Deal Documents

Working Group

EJXR	Energex Resources	Issuer
CKCC	C. K. Cooper & Company	Lead Underwriter
HBS	Husch Blackwell Sanders	Legal Counsel - Issuer
SYCR	Stradling Yocca Carlson & Rauth	Legal Counsel - Lead Underwriter
BOWN	Bowne of Irvine	Printer

TIME & RESPONSIBILITY

DATE	EVENT	RESPONSIBLE PARTY
2/19/08	Due diligence checklist	SYCR / CKCC
2/19/08	D&O Questionnaire	SYCR
2/21/08	1 st draft of registration statement	EJXR / HBS
2/22/08	1 st draft of form of underwriter agreement	SYCR
2/25/08	1 st draft of lock-up agreement	SYCR / CKCC
2/27/08	2 nd draft of registration statement	EJXR / HBS
2/29/08	File registration statement	HBS/ BOWN
3/4/08	1 st draft of marketing book	CKCC
3/7/08	Final draft of marketing book	CKCC
3/11/08	Visit Co-Underwriters	CKCC/ EJXR
3/26/08	DD meeting	EJXR / CKCC

INTERNAL CALENDAR

February

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 PRESIDENTS DAY	19 * Due Diligence Checklist * D&O Questionnaire	20 * Draft of Underwriting Agreement * Draft of Lock-Up	21	22	23
24	25	26	27	28	29	

C. K. Cooper & Company -- 4th Annual Conference

March

INTERNAL CALENDAR

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 * File Proxy * File Registration Statement * File with FINRA AMEX Listing	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21 GOOD FRIDAY	22
23	24	25	26	27	28	29
30	31					

April

INTERNAL CALENDAR

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1	2	3	4	5
		SEC Comments →				
6	7	8	9	10	11	12
13	14	15	16	17	18 * File 1 st Amendment	19
20	21	22	23	24	25	26
27	28 * File 2 nd Amendment	29	30			

INTERNAL CALENDAR

May

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 * Print * Receive Confirmation of No Comments	2 →	3
4	5	6	7	8	9	10
			Road Show			
11	12	13	14	15	16	17
			Road Show			
18	19	20 Pricing	21 Effective	22	23	24
25	26 MEMORIAL DAY	27	28	29 CLOSING	30	31

INTERNAL CALENDAR

June

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23 Over-allotment Expires	24	25	26	27	28
29	30					

2008