

**FILED**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA** AUG 1 2012

FELDMAN, FRANDEN, WOODARD )  
& FARRIS, P.L.L.P. )

Plaintiff, )

vs. )

(1) MCZ DEVELOPMENT CORP.; )

(2) JAMES HAFT; )

(3) MICHAEL LERNER; )

Defendants. )

Phil Lombardi, Clerk  
U.S. DISTRICT COURT,

Case No. **12 CV - 431 CVE** FHM

**JURY TRIAL DEMANDED**

**COMPLAINT**

The Plaintiff, Feldman, Franden, Woodard & Farris, P.L.L.P. (“Feldman Franden” or “plaintiff”), for its claims against the Defendants alleges and states as follows:

**Parties and Jurisdiction**

1. The plaintiff Feldman Franden is an Oklahoma Professional Limited Liability Partnership (P.L.L.P.) engaged in the practice of law with its principal place of business in Tulsa County, State of Oklahoma.

2. The defendant MCZ Development Corp. (“MCZ”) is a foreign corporation with its principal place of business in the State of Illinois, and is a real estate developer which has developed projects throughout the United States as detailed at [www.mczdevelopment.com](http://www.mczdevelopment.com).

3. The defendant James Haft is an officer and/or director of MCZ Development Corp. and is a citizen of the State of Illinois. The defendant Haft is an attorney. Upon information and belief, the defendant Haft is admitted to practice law in the State of Illinois.

4. The defendant Michael Lerner is an officer and/or director of MCZ Development Corp. and is a citizen of the State of Illinois.

5. The amount in controversy, exclusive of interest and costs, exceeds \$75,000.00. The jurisdiction of this Court is based upon diversity of citizenship in accordance with 28 U.S.C. § 1332.

6. Venue is proper in this judicial district by virtue of 28 U.S.C. § 1391, as a substantial part of the events or omissions giving rise to the claim occurred within the Northern District of Oklahoma.

**Background Facts Establishing Defendants' Liability**

7. On February 14, 2012 defendants Haft and Lerner contacted Joseph R. Farris, managing partner of Feldman Franden, to discuss engagement of Feldman Franden to serve as local counsel in *State of Oklahoma v. Tiger Hobia, et. al*, United States District Court for the Northern District of Oklahoma, Case No. 12-CV-54-GKF-TLW (the "*Hobia Litigation*"). Mr. Farris is an attorney admitted to practice in the State of Oklahoma and is a member of the bar of this Honorable Court. The *Hobia Litigation* relates to whether the Kialegee Tribe has the authority to operate a casino on certain real property in Broken Arrow, Oklahoma in accordance with the Indian Gaming Regulatory Act.

8. On February 14, 2012 defendants Haft and Lerner represented to Mr. Farris that MCZ was a development entity that would be involved in the construction and operation of the putative casino in Broken Arrow, Oklahoma. As such, MCZ would pay plaintiff's attorneys' fees and reimbursable expenses for the *Hobia Litigation* defendants, in which the State of Oklahoma sought to enjoin construction and operation of the casino facility.

9. MCZ is an established and successful development company with significant assets, and the ability to pay plaintiff's attorneys fees and expenses. Defendants Haft, Lerner,

and others acting on their behalf, communicated this fact to plaintiff prior to plaintiff's acceptance of the engagement to perform legal services in the *Hobia Litigation*.

10. On February 14, 2012 defendants Haft and Lerner did not disclose to Mr. Farris or anyone else from Feldman Franden that any entity other than MCZ would be responsible for the payment of attorneys' fees. In fact, defendants Haft and Lerner secretly harbored the intention to attempt to shift responsibility for attorneys' fees to Florence Development Partners, LLC, an entity formed for purposes of the Broken Arrow casino project and evidently without assets independent of that project.

11. On the afternoon of February 14, 2012 Mr. Farris, on behalf of plaintiff, transmitted an engagement agreement with MCZ to defendant Haft via e-mail, and copied it to defendant Lerner. A true and correct copy of the February 14, 2012 Engagement Agreement is attached hereto as Exhibit A.

12. In response to Mr. Farris's February 14 e-mail (which transmitted the Engagement Agreement), defendants Haft and Lerner agreed that MCZ was plaintiff's client for purposes of defending the *Hobia Litigation*. Moreover, neither defendant Haft nor defendant Lerner ever informed Feldman Franden that any entity or person other than MCZ would be responsible for payment of attorneys' fees and expenses.

13. On February 29, 2012 defendant Haft sent an e-mail to Mr. Farris stating "signed engagement agreement attached." (February 29, 2012 e-mail from James Haft to Joseph R. Farris, copy attached as Exhibit B). In the February 29, 2012 e-mail Mr. Haft's signature block expressly reflected that he was acting on behalf of defendant MCZ Development Corp. The e-mail, in fact, did not have an attachment, which now appears to be intentional. Defendant Haft did not state or otherwise indicate in his e-mail that the Engagement Agreement had been altered

or that anyone other than himself, on behalf of defendant MCZ, was or would be executing the Engagement Agreement.

14. On March 5, 2012 Mr. Farris responded to defendant Haft's February 29, 2012 e-mail stating that "the engagement agreement was not attached. Okay to send our first bill via e-mail?" (See Exh. B). Thereafter, defendants Haft and MCZ acknowledged that the fee arrangement was acceptable. There was no statement, representation or even suggestion that defendant MCZ was not responsible for the payment of attorneys' fees and expenses incurred by Feldman Franden in connection with the *Hobia Litigation*.

15. The *Hobia Litigation* then ensued and was hotly contested. Numerous briefs were filed with this Court and discovery responses were prepared by Feldman Franden on behalf of the defendants in the *Hobia Litigation*. Defendants Haft and Lerner were copied on e-mail correspondence regarding the *Hobia Litigation*, and provided comments on briefs. When their e-mails contained signature blocks, the e-mail signature block always proved that defendant Haft was associated with MCZ.

16. During the period May 16 through May 18, 2012 the Honorable Gregory K. Frizzell conducted a hearing on the State of Oklahoma's Motion for Preliminary Injunction in the *Hobia Litigation*. On May 18, 2012 Chief Judge Frizzell granted the State's Motion and preliminarily enjoined the defendants from operating the Broken Arrow casino.

17. Feldman Franden, despite being heavily involved in the preparation of motions, discovery, and the conduct of hearings in the *Hobia Litigation*, has never received any payment from MCZ or any other entity for its services or the associated reimbursable expenses. Numerous unsuccessful demands have been made for payment.

18. In response to one of the last demands made by plaintiff on July 17, 2012, **defendant Haft, for the first time, forwarded an altered version of the Engagement Agreement** (the “Altered Engagement Agreement”) in which MCZ had been crossed out as the addressee, and defendant Haft had been crossed out as the signer of the Engagement Agreement. A true and correct copy of Mr. Haft’s e-mail forwarding the Altered Engagement Agreement is attached hereto as Exhibit C. A copy of the Altered Engagement Agreement is attached hereto as Exhibit D.

19. Defendants Haft and Lerner fraudulently and unscrupulously made the alterations to the Altered Engagement Agreement for the improper purpose of misleading Feldman Franden to its detriment and for the purpose of attempting to avoid liability for Feldman Franden’s invoices for legal services rendered.

20. As of the filing of this action, MCZ is indebted to Feldman Franden in the principal amount of \$100,301.89 for legal services rendered and expenses advanced. A true and correct copy, with confidential information redacted, of Feldman Franden’s July invoice to MCZ, which evidences the indebtedness set forth above, is attached hereto as Exhibit E. This amount does not include pre-judgment interest, attorneys fees and other damages which have been suffered by plaintiff, as enumerated below.

### **CLAIMS FOR RELIEF**

#### **Count I Breach of Contract and Individual Derivative Liability (Against MCZ, James Haft, and Michael Lerner)**

21. Plaintiff incorporates the allegations of paragraphs 1 through 20 as if set forth in Count I in full.

22. This Court states a claim under applicable state and common law against MCZ, James Haft, and Michael Lerner for breach of contract and derivative liability for breach of contract.

23. The Engagement Agreement referred to herein and attached hereto constitutes a contract between plaintiff Feldman Franden and defendant MCZ.

24. Defendant Haft is liable for breach of the Engagement Agreement because he failed to disclose that he was acting on behalf of an undisclosed *alleged* principal, Florence Development Partners, LLC, which had not been disclosed to Feldman Franden. Alternatively, defendant Haft's conduct is sufficiently wrongful, and particularly fraudulent, because the corporate form of Florence Development Partners, LLC, Golden Canyon Partners, LLC, and all other corporate forms that may ostensibly remove defendant Haft from actual liability should be disregarded. Defendant Haft should be held personally liable for the Engagement Agreement, which he represented had been executed without alteration.

25. Defendant Lerner is liable for breach of the Engagement Agreement because he failed to disclose that he was acting on behalf of an undisclosed *alleged* principal, Florence Development Partners, LLC, which had not been disclosed to Feldman Franden. Alternatively, defendant Lerner's conduct is sufficiently wrongful, and particularly fraudulent, such that the corporate form of Florence Development Partners, LLC, Golden Canyon Partners, LLC, and all other corporate forms that may ostensibly remove defendant Lerner from actual liability should be disregarded. Defendant Lerner should be held personally liable for the Engagement Agreement, which he represented had been executed without alteration.

26. As more fully described herein, defendants Haft and Lerner, and MCZ, breached the Engagement Agreement by failing to pay Feldman Franden's invoices for legal services rendered and expenses advanced.

27. As the direct and proximate result of defendants' breaches of the Engagement Agreement, Feldman Franden has been damaged in the principal amount of \$100,301.89, along with pre-judgment and post-judgment interest, which continues to accrue, and reasonable attorneys' fees under 12 *Okla. Stat.* § 936 and other applicable provisions of law.

**Count II**  
**Quantum Meruit**  
**(Against MCZ, James Haft, and Michael Lerner)**

28. Feldman Franden incorporates the allegations of paragraphs 1 through 27 above as if set forth in Count II in full.

29. This Count states a claim under applicable state and common law for quantum meruit against MCZ, James Haft, and Michael Lerner in the alternative that the Engagement Agreement is not enforceable against them.

30. Defendants have received from plaintiff legal services rendered and expenses paid which have a reasonable value of \$100,301.89.

31. Plaintiff has been harmed in the amount of \$100,301.89 directly and proximately due to the failure of defendants MCZ, James Haft, and Michael Lerner to pay for the services rendered and expenses incurred.

32. Defendants have no justification for failing to pay for the legal services and expenses that plaintiff has rendered at defendants' request and for their benefit.

33. In the unlikely event that the Engagement Agreement is ultimately found to be unenforceable, recovery in *quantum meruit* is proper.

34. As a direct and proximate result of the misconduct of MCZ, Haft, and Lerner, as alleged herein, Feldman Franden has been damaged in the principal amount of \$100,301.89, pre-judgment and post-judgment interest, which continues to accrue, and reasonable attorneys' fees.

**Count III**  
**Actual Fraud**  
**(Against MCZ, James Haft, and Michael Lerner)**

35. Feldman Franden incorporates the allegations of paragraphs 1 through 34 above as if set forth in Count III in full.

36. This Count states a claim under applicable state and common law for actual fraud against MCZ, James Haft, and Michael Lerner.

37. As set forth above, on or about February 29, 2012 defendant Haft, individually and on behalf of defendant MCZ Development Corp. advised plaintiff that the Engagement Agreement had been signed and tendered to Feldman Franden. Defendant Haft never communicated that any alteration to the Engagement Agreement had been, or would be made. In fact, defendants' fraudulent alteration was concealed from plaintiff and is being used as a sham to avoid liability.

38. Defendants Haft and MCZ held the Engagement Agreement to enable them to perpetuate a fraud on plaintiff. This fraud consisted of intentionally concealing the intent of Haft and Lerner to alter the Engagement Agreement to attempt to shift liability to an entity with insufficient assets.

39. Subsequent to engaging Feldman Franden in the *Hobia Litigation* and after Feldman Franden's repeated requests to be paid for its legal services, defendant Haft would direct Feldman Franden to defendant Lerner for payment, then defendant Lerner would direct



Feldman Franden to defendant Haft for payment. No payment was ever made in connection with this “shell game.”

40. On or about July 18, 2012, while in the process of making yet another demand on defendant MCZ and defendant Haft for payment, defendant Haft transmitted to plaintiff for the first time the Altered Engagement Agreement which defendant Haft had caused to be fraudulently altered to change the signing party from MCZ Development Corp. to “Florence Development Partners, LLC” and the signatory from James Haft to “Florence Development Partners, LLC by Golden Canyon Partners, LLC, Michael Lerner, a manager.”

41. Plaintiff, in performing legal services pursuant to the request of, and engagement by defendant MCZ, justifiably relied on representations of defendants and provisions of the Engagement Agreement as described in paragraphs 1-17 of this Complaint.

42. At no time before July 18, 2012 did defendant Haft ever advise Feldman Franden of his intent to alter the Engagement Agreement.. Feldman Franden relied upon defendants’ fraudulent actions and omissions to its detriment by performing legal services for months. It is now apparent that Haft, Lerner and MCZ never intended to honor the commitment to Feldman Franden in connection with the payment of the requested legal services but falsely represented to Feldman Franden that they would do so.

43. As a direct consequence of defendants’ actual fraud, Feldman Franden is entitled to judgment in an amount to be proven at trial, but which exceeds \$75,000 exclusive of costs.

44. In addition, the above-described conduct of MCZ, Haft, and Lerner rises to the level of willful, wanton, heinous, grossly negligent, or reckless conduct for which it should be punished by an award to Feldman Franden of exemplary and punitive damages in an amount sufficient, taking into consideration the assets and worth of MCZ, Haft, and Lerner, collectively

and individually, to render the consequences of their conduct an example to themselves. In this regard, and under the specific facts of this case, defendants are liable for both Category I and Category II punitive damages, as described in 23 *Okla. Stat.* § 9.1. Under Category I the defendants plainly acted in reckless disregard of the rights of others, thereby entitling plaintiff to a potential jury award in the amount equal to the actual damages awarded by the jury.

45. Defendants are also liable for Category II punitive damages because they acted intentionally and with malice toward others. Requisite malice may be inferred from gross negligence that indicates conscious indifference to consequences of one's acts or reckless disregard for safety of others. *Silkwood v. Kerr-McGee Corp.*, 769 F.2d 1451 (10<sup>th</sup> Cir. (Okla.) 1985). Accordingly, and pursuant to 23 *Okla. Stat.* § 9.1(C), defendants should be liable for punitive damages in an amount not to exceed the greatest of:

- (a) Five Hundred Thousand Dollars (\$500,000.00),
- (b) twice the amount of actual damages awarded, or
- (c) the increased financial benefit derived by the defendant or insurer as a direct result of the conduct causing the injury to the plaintiff and other persons or entities.

**Count IV**  
**Constructive Fraud**  
**(Against MCZ, James Haft, and Michael Lerner)**

46. Feldman Franden incorporates the allegations of paragraphs 1 through 45 above as if set forth in Count IV in full.

47. This Count states a claim under applicable state and common law for constructive fraud against against MCZ, James Haft, and Michael Lerner.

48. By virtue of the relationship between the parties and MCZ, Haft, and Lerner's unique access information to which Feldman Franden had no access (namely the intent of Haft

and Lerner to alter the Engagement Agreement in an attempt to avoid liability), defendants MCZ, Haft, and Lerner had legal and equitable duties to Feldman Franden at the outset of the *Hobia Litigation* to provide accurate information, including, without limitation, accurate information with respect to the identity of the party paying legal fees.

49. As set forth herein, MCZ, Haft, and Lerner concealed the identity of Florence Development Partners, LLC from Feldman Franden, while explicitly stating the identity of MCZ as responsible for payment to Feldman Franden, thereby give rise to a duty on the part of MCZ, Haft, and Lerner to speak the whole truth.

50. As set forth herein, MCZ, Haft, and Lerner made material misrepresentations and omitted material existing facts regarding their fraudulent alteration of the Engagement Agreement and the identity and capitalization of Florence Development Partners, LLC. In addition, MCZ, Haft, and Lerner fraudulently altered the Engagement Agreement in an attempt to escape liability for Feldman Franden's attorneys' fees and expenses.

51. Defendants did, by virtue of the facts that gave rise to this litigation and are enumerated herein, gain an advantage with respect to its relationship to plaintiff, by misleading plaintiff to its prejudice. 15 *Okla. Stat.* § 59.

52. Feldman Franden relied upon the representations and omissions to its detriment by performing legal services and incurring expenses for months.

53. As a direct result of MCZ, Haft, and Lerner's individual and collective fraudulent conduct, Feldman Franden is entitled to judgment in an amount to be proven at trial, but which exceeds \$75,000 exclusive of costs, interest, and attorneys' fees, and which Feldman Franden believes to be at least \$500,000.00.

54. In addition, the above-described conduct of MCZ, Haft and Lerner entitles plaintiff to punitive damages as alleged in paragraph 45, *supra*.

**PRAYER FOR RELIEF**

**WHEREFORE**, plaintiff, Feldman, Franden, Woodard & Farris, P.L.L.P., requests that the Court enter judgment against defendants MCZ Development Corp., James Haft, and Michael Lerner, as follows:

A. Actual damages against MCZ, Haft, and Lerner in an amount to be proved at trial, but in any event in excess of \$75,000.00 and at least \$100,301.89 exclusive of costs, interest, and attorneys' fees;

B. Exemplary and punitive damages as claimed in Counts III and IV against MCZ, Haft, and Lerner;

C. Pre-judgment interest in accordance with 23 *Okla. Stat.* § 7;

D. Post-judgment interest;

E. An award of all costs incurred by plaintiff in bringing and prosecuting this action, including reasonable attorneys' fees; and

F. All other relief to which plaintiff is entitled at law or in equity.

Respectfully submitted,

/s/ Joel L. Wohlgemuth

**Joel L. Wohlgemuth**, OBA #9811

**Jo Lynn Jeter**, OBA #20252

**Ryan A. Ray**, OBA #22281

**NORMAN WOHLGEMUTH CHANDLER & DOWDELL, P.C.**

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**FELDMAN FRANDEN WOODARD & FARRIS, PLLP**

# FELDMAN, FRANDEN, WOODARD & FARRIS

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February 14, 2012

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James Haft  
[jameshaft@comcast.net](mailto:jameshaft@comcast.net)  
MCZ Development Corp  
1555 North Sheffield  
Chicago, IL 60622-2535

RE: State of Oklahoma v. Tiger Hobia, Kialegee Tribe et al.  
USND Case No. 12-CV-00054-GKF-TLW

**EXHIBIT A**

Dear Mr. Haft:

Pursuant to our telephone conference earlier today, we have agreed to represent the Defendants in connection with the captioned matter.

At this time I want to thank you for selecting our law firm for representation. As we discussed our fees for legal services will be \$325 per hour for my partner Paula J. Quillin and myself, \$225 per hour for junior partner Curtis J. Roberts and \$125 for our legal research/writing specialist. You will be responsible for any and all reasonable expenses which may be incurred in connection with this matter (such as filing fees, depositions charges, significant copying and/or express delivery services.) Our office will bill you on a monthly basis during this engagement. We will, of course, work closely with Mr. Dennis Whittlesey and the Dickinson Wright firm to ensure that there is as little duplication of effort as is possible consistent with good professional practices. We will also consult with you and Mr. Whittlesey's office from time to time to project to the extent possible the fees and expenses which may be incurred in connection with separate phases of this undertaking.

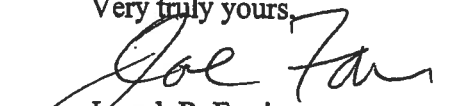
We will send you copies of all pleadings, documents, correspondence and other information generated throughout your representation in this case. Although I deem it highly unlikely you will have to actually check with us as to the status of the case at any given time, please don't hesitate to do that should you feel the need to do so. We expect that the vast majority of our communications with you will either be by email or in telephone conferences but please do not hesitate to let us

know at any time if you need hard copies of any of the documents which may be at issue during our representation.

If the terms of our engagement are acceptable to you, please sign a copy of this letter and return to me in due course.

On behalf of our law firm we look forward to representing you in this matter and we will work hard to secure the best possible outcome for you, our client.

Very truly yours,



Joseph R. Farris  
For the Firm

Accepted by:

---

James Haft

JRF/msh

CC: Dennis J. Whittlesey [dwhittlesey@dickinson-wright.com](mailto:dwhittlesey@dickinson-wright.com)

**Joe Farris**

---

**From:** Joe Farris  
**Sent:** Monday, March 05, 2012 5:11 PM  
**To:** 'James Haft'  
**Cc:** Paula Quillin  
**Subject:** RE: Engagement Letter

Jim, thanks but the engagement letter was not attached. Okay to send our first bill via email? -Joe

**Joseph R. Farris**



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THINK BEFORE YOU PRINT!



---

**From:** James Haft [mailto:jameshaft@comcast.net]  
**Sent:** Wednesday, February 29, 2012 3:32 PM  
**To:** Joe Farris  
**Cc:** mlerner@mczdevelopment.com; Luis R. Figueredo; Dennis J. Whittlesey  
**Subject:** Engagement Letter

Joe – signed engagement letter attached... sorry if forgot to send this earlier

jim

James G. Haft  
MCZ Development Corp.  
1555 N. Sheffield  
Chicago, IL 60642

**EXHIBIT B**



312-573-1122 x226 ph

312-218-1259 cell

312-573-1028 fax

[jameshaft@comcast.net](mailto:jameshaft@comcast.net)

[www.mczdevelopment.com](http://www.mczdevelopment.com)

**Joe Farris**

---

**From:** James Haft [jameshaft@comcast.net]  
**Sent:** Wednesday, July 18, 2012 10:46 AM  
**To:** Joe Farris; 'Shane Rolls'; 'Luis R. Figueredo'; mlerner@mczdevelopment.com  
**Cc:** Paula Quillin  
**Subject:** RE: State v. Hobia

Then expect a counterclaim for malpractice

---

**From:** Joe Farris [mailto:JFarris@tulsalawyer.com]  
**Sent:** Wednesday, July 18, 2012 10:32 AM  
**To:** James Haft; Shane Rolls; Luis R. Figueredo; mlerner@mczdevelopment.com  
**Cc:** Paula Quillin  
**Subject:** RE: State v. Hobia

Well then, you just guaranteed a suit against the individuals as well as MCZ for fraud as well as on contract and quantum meruit. Nice doing business with you, Mr. Haft.

**Joseph R. Farris**



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& FARRIS

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**From:** James Haft [mailto:jameshaft@comcast.net]  
**Sent:** Wednesday, July 18, 2012 10:19 AM  
**To:** Joe Farris; Shane Rolls; Luis R. Figueredo; mlerner@mczdevelopment.com  
**Subject:** RE: State v. Hobia

**EXHIBIT C**

Attached is the engagement letter that was signed and returned. It was signed by Michael Lerner, manager of Golden Canyon Partners, LLC, in its capacity as manager of Florence. Any responsibility for the bill is Florence's alone.

Jim

**From:** Shanerolls [mailto:shanerolls@aol.com]  
**Sent:** Tuesday, July 17, 2012 6:16 PM  
**To:** Michael Lerner  
**Subject:** Fwd: State v. Hobia

Joe will send signed copy but the attached is what Jim signed....I will get you signed copy tomorrow. Shane

-----Original Message-----

From: Joe Farris <JFarris@tulsalawyer.com>  
To: lfiguero <lfiguero@fbm-law.com>; shanerolls <shanerolls@aol.com>  
Sent: Tue, Jul 17, 2012 7:07 pm  
Subject: FW: State v. Hobia

Luis and Shane, here is our engagement letter. I also have an email from Jim related thereto sending it back as is. I'll find and forward that too.

Joseph R. Farris



ATTORNEYS AT LAW  
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& FARRIS

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**From:** Kim Stratton  
**Sent:** Tuesday, July 17, 2012 4:44 PM  
**To:** Joe Farris  
**Subject:** State v. Hobia

Attached is the February 14, 2012 engagement letter - still looking for an email from Haft returning it to you. Will send it to you when I find it.

Kim Stratton  
Assistant to Paula J. Quillin and Adam Montessi  
FELDMAN, FRANDEN, WOODARD & FARRIS  
Williams Center Tower II, Suite 900  
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JASON GOODNIGHT Δ†  
MILLICENT HUGHES  
NATHAN H. MAYENSCHNEIN  
MICHAEL J. O'MALLEY  
HARRY A. PARRISH  
PAULA J. QUILLIN  
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February 14, 2012

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PLEASE DIRECT ALL MAIL TO  
THE TULSA ADDRESS

James Haft

[jameshaft@comcast.net](mailto:jameshaft@comcast.net)

~~MCZ Development Corp~~ *FLORENCE DEVELOPMENT PARTNERS LLC*

1555 North Sheffield  
Chicago, IL 60622-2535

RE: State of Oklahoma v. Tiger Hobia, Kialegee Tribe et al.  
USND Case No. 12-CV-00054-GKF-TLW

EXHIBIT D

Dear Mr. Haft:

Pursuant to our telephone conference earlier today, we have agreed to represent the Defendants in connection with the captioned matter.

At this time I want to thank you for selecting our law firm for representation. As we discussed our fees for legal services will be \$325 per hour for my partner Paula J. Quillin and myself, \$225 per hour for junior partner Curtis J. Roberts and \$125 for our legal research/writing specialist. You will be responsible for any and all reasonable expenses which may be incurred in connection with this matter (such as filing fees, depositions charges, significant copying and/or express delivery services.) Our office will bill you on a monthly basis during this engagement. We will, of course, work closely with Mr. Dennis Whittlesey and the Dickinson Wright firm to ensure that there is as little duplication of effort as is possible consistent with good professional practices. We will also consult with you and Mr. Whittlesey's office from time to time to project to the extent possible the fees and expenses which may be incurred in connection with separate phases of this undertaking.

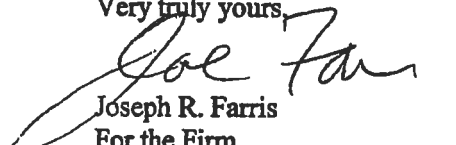
We will send you copies of all pleadings, documents, correspondence and other information generated throughout your representation in this case. Although I deem it highly unlikely you will have to actually check with us as to the status of the case at any given time, please don't hesitate to do that should you feel the need to do so. We expect that the vast majority of our communications with you will either be by email or in telephone conferences but please do not hesitate to let us

know at any time if you need hard copies of any of the documents which may be at issue during our representation.

If the terms of our engagement are acceptable to you, please sign a copy of this letter and return to me in due course.

On behalf of our law firm we look forward to representing you in this matter and we will work hard to secure the best possible outcome for you, our client.

Very truly yours,

  
Joseph R. Farris  
For the Firm

Accepted by: Woodspace Development Partners LLC  
By George Smith (Partner), LLC

Michael Learner  
~~James Haff~~ MICHAEL LEARNER, A MANAGER

JRF/msh  
CC: Dennis J. Whittlesey [dwhittlesey@dickinson-wright.com](mailto:dwhittlesey@dickinson-wright.com)

**FELDMAN, FRANDEN, WOODARD & FARRIS**

ATTORNEYS-AT-LAW  
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TULSA, OKLAHOMA 74103  
FEDERAL TAX ID# 73-0610525  
(918) 583-7129

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July 6, 2012

James Haft  
MCZ Development Corp  
1555 North Sheffield  
Chicago, IL 60622

Invoice#: 84577  
Account#: 000211 07186

RE: State of Oklahoma v. Tiger Hobia, KialageeTribe et al. USND Case No.  
12-CV-00054-GKF-TLW.

CURRENT FEES THROUGH:	06/30/2012	\$2,827.50
CURRENT EXPENSES THROUGH:	06/30/2012	\$465.06
TOTAL CHARGES FOR THIS BILL		<hr/> \$3,292.56
NET BALANCE FORWARD		\$97,009.33
TOTAL NOW DUE		<hr/> \$100,301.89

**PLEASE REFERENCE INVOICE NO. ON YOUR CHECK AND  
RETURN THIS PAGE WITH PAYMENT.**

**EXHIBIT E**