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21 ATTORNEYS FOR PLAINTIFF
22 BRIAN BARROWS

23 UNITED STATES DISTRICT COURT
24 DISTRICT OF NEVADA
25

FLEX FUELS ENERGY, INC. and BRIAN)
BARROWS,

Civil Action No.

Plaintiff,

vs.

THOMAS BARR,

Defendant.

COMPLAINT
(DEMAND FOR JURY TRIAL)

Plaintiffs Flex Fuels Energy, Inc. (“Flex Fuels” or “Company”) and Brian Barrows (“Barrows” and, collectively with Flex Fuels, “Plaintiffs”), as and for their Complaint against Defendant Thomas Barr (“Defendant Barr”), by their undersigned counsel, hereby allege as follows:

ALLEGATIONS INCORPORATED INTO EACH CLAIM FOR RELIEF

I.

PARTIES

1. Plaintiff Flex Fuels is a Nevada corporation with its principal place of business located in the United Kingdom. Flex Fuels is a public company that trades on the OTC Bulletin Board and is subject to the jurisdiction and regulation of, among others, the United States Securities and Exchange Commission (“SEC”) and the United States Financial Institution Regulatory Authority (“FINRA”).

2. Plaintiff Barrows, an individual, is the Chief Executive Officer and Chairman of the Board of Directors of Flex Fuels. Barrows is a resident of the United Kingdom.

3. Defendant Barr, an individual, is a member of the Board of Directors of Flex Fuels. Defendant Barr is a resident of the United Kingdom.

1 II.

2 JURISDICTION AND VENUE

3 4. This Court has jurisdiction over Plaintiffs' claims because, among other things,
4 Defendant Barr has purposely availed himself of the protection of the laws of Nevada and has
5 purposefully established contacts within this state and District. Plaintiffs' claims and Defendant
6 Barr's contacts within this State arise from the same set of facts, as alleged herein.

7 5. This Court has subject matter jurisdiction over Plaintiffs' federal claims pursuant
8 to 28 U.S.C. § 1331 and supplemental jurisdiction over the remaining claims pursuant to 28
9 U.S.C. § 1367, as such claim(s) are so related to Plaintiffs' federal claims that they form part of
10 the same case or controversy.

11 6. Venue is proper in this judicial district because events giving rise to this action
12 occurred in this district, including Defendant Barr's filing of a complaint and an amended
13 complaint within this district on and after July 24, 2008, captioned *Barr v. Barrows, et al.*, Case
14 No. A568118 in the Clark County, Nevada District Court, naming Flex Fuels and Barrows as
15 defendants.

16 III.

17 FACTS

18 7. Flex Fuels is in the business of exploring for minerals and developing sources of
19 alternative fuels, including biofuels products. Flex Fuels is governed by a Board of Directors
20 currently comprised of three members: Chairman Barrows, James Laird, the Company's Vice
21 President of Mining ("Laird"), and Defendant Barr.

22 8. Flex Fuels, then named Malibu Minerals, Inc., was incorporated in Nevada on
23 March 10, 2006. Flex Fuels began as a mining company with Laird as its sole director. In
24 December, 2006, the Company engaged International Capital Partners SA ("ICP") to assist the
25 Company to develop, expand and diversify its business. On December 19, 2006, the Company,

1 at the request of ICP, appointed Defendant Barr as a second director to serve with Laird.
2 Defendant Barr received approximately 750,000 shares in the Company from ICP and its
3 associates in connection with his acceptance of his appointment as a director of the Company.

4 9. On December 29, 2006, the Company entered into an agreement with the
5 shareholders of Flex Fuels Energy Limited ("FFEL"), a development stage biofuels business
6 located in the United Kingdom, to acquire their shares of FFEL in consideration for shares in the
7 Company. As a condition to the sale, the Company committed to raise funds to finance the
8 development of FFEL's biofuels business. The Company engaged ICP to assist it in raising
9 these funds through sales of the Company's common stock to investors identified by ICP.

10 10. On May 29, 2007, the Company, through ICP, closed the private placement of
11 21,538,507 shares of its common stock at \$0.90 per share and completed the acquisition of FFEL.
12 The gross proceeds of the placement totaled approximately \$20 million. ICP received fees for its
13 services as placement agent of 10% of the proceeds or about \$2 million.

14 11. In connection with the private placement, the Company committed to register the
15 privately-placed shares with the U.S. Securities and Exchange Commission to permit them to be
16 sold and traded through the U.S. public securities markets. To enhance the Company's
17 management capabilities in connection with the registration of its shares with the Securities and
18 Exchange Commission, the Company, on October 17, 2007, appointed Plaintiff Barrows as the
19 Chairman of its Board of Directors and as its Chief Executive Officer and to the same positions
20 at FFEL. Barrows had formerly served as Head of Energy Operations for the Welsh
21 government. In that capacity, Barrows participated in the development of over \$15 billion of
22 energy projects and related strategic supply chains, including a 300MW CFB biomass generation
23 plant and the United Kingdom's first major onshore and offshore wind farms. The Company's
24 registration statement became effective on February 28, 2007.

1 12. As a consequence of the foregoing transactions, FFEL became a wholly-owned
2 subsidiary of the Company with access to sufficient capital to pursue its business plan and with a
3 Chief Executive Officer with the experience to implement the business plan and put the
4 Company in a position to attract additional capital to enable it to build and operate facilities for
5 the production of biofuels.

6 13. By early Spring 2008, ICP and its investors became concerned that the FFEL
7 business plan could not be implemented within the budgets and time frames set out by the
8 shareholders of FFEL at the time of the Company's acquisition of FFEL. The Company's share
9 price, after reaching a high of \$2.37 in August 2007, had declined to significantly below the
10 price at which the Company sold shares in the private placement in May 2007. ICP and
11 Defendant Barr were concerned that their reputation among ICP's investors would be severely
12 damaged as a result of placing them in a company with a deteriorating share price and a business
13 plan that would take longer to implement than originally envisioned. This could affect ICP's
14 ability to raise cash in the future for other projects and its ability to generate placement fees for
15 itself. Barr's profitable business relationship with ICP and companies financed by ICP would
16 suffer correspondingly.

17 14. Investors introduced to the Company by ICP are also investors in other companies
18 financed by ICP, including Index Oil & Gas ("Index") and Four Rivers BioEnergy, Inc.
19 ("4Rivers"). In March, 2008, ICP proposed a transaction in which Index would acquire the
20 Company in a share-for-share exchange. Index and the Company engaged in initial discussions,
21 but the deal had no apparent commercial synergies. Index had little interest in the Company's
22 biofuels business and appeared primarily interested in obtaining access to the Company's
23 significant cash resources. In any event, Index did not make an offer and discussions terminated.

24 15. ICP next proposed that the Company engage in a transaction with 4Rivers, a U.S.
25 publicly-traded company engaged in developing a biodiesel business in the United States.

1 Defendant Barr was a substantial shareholder of 4Rivers and had commercial relationships with
2 4Rivers. 4Rivers proposed a transaction in which the Company first would use substantially all
3 its cash to purchase new shares of 4Rivers; 4Rivers then would acquire FFEL from the Company
4 for further 4Rivers shares and warrants; and, finally, the Company would distribute the acquired
5 4Rivers shares and warrants to the Company's shareholders by way of a liquidating dividend.

6 16. The transaction, as proposed, had obvious advantages for 4Rivers and its
7 shareholders, including Barr. It gave 4Rivers an immediate infusion of \$12.8 million in cash to
8 finance its U.S. biodiesel project and control of a U.K. biofuels business. In exchange, 4Rivers
9 proposed to give up shares amounting to only 15% of the merged company and warrants whose
10 only value was their the right to acquire 4Rivers shares at a future date.

11 17. The proposed transaction from the Company's perspective, however, made little
12 sense. There were no apparent synergies between 4Rivers and the Company. 4Rivers was
13 undertaking a biodiesel project in the United States; the Company was undertaking a biofuels
14 project in the United Kingdom. 4Rivers did not have sufficient resources or access to capital to
15 fund the Company's business plan. Indeed, 4Rivers needed the Company's cash to fund its own
16 project. The costs of the transaction – the preparation and circulation of proxy materials to the
17 Company's shareholders in connection with the transaction and the preparation and circulation of
18 prospectuses covering the distribution to them of the 4Rivers consideration shares and warrants –
19 would largely be borne by the Company. The transaction also was conditional on the former
20 shareholders of FFEL agreeing to exchange their approximately 35% interest in the Company for
21 a 10% interest in FFEL, making completion of the transaction highly uncertain.

22 18. Barrows, in his capacity as Chairman of the Board of Directors of the Company,
23 sought advice from counsel to ensure that the Board, in considering the 4Rivers proposal,
24 satisfied the heightened fiduciary obligations imposed on directors of Nevada public companies
25 when considering a change of control transaction, especially one where the Company would first

1 be required to use substantially all its cash to purchase a minority interest in the acquiring
2 company. Barrows' primary concern was that Barr, as a shareholder of 4Rivers and also as
3 someone with commercial relationships with 4Rivers and ICP, could not participate in the
4 deliberations of the Flex Fuel's Board regarding the 4Rivers proposal without subjecting the
5 directors of the Company to a significant risk of liability for failure to act with the necessary
6 degree of independence and lack of personal self interest. Counsel confirmed the validity of
7 Barrows' concerns. Barrows duly reported this advice to Barr and precluded him from
8 participating in the negotiations with 4Rivers and in the Board's deliberations as to whether to
9 pursue a deal with 4Rivers.

10 19. Barr, contrary to the direction of the Chairman and in breach of his fiduciary
11 duties to the shareholders of the Company, refused to disqualify himself from the Board's
12 deliberations regarding the 4Rivers transaction. Instead, despite his conflict of interest, he
13 became the transaction's sole advocate within the Company. On several occasions he forcefully
14 berated Barrows for not pursuing the transaction more actively. Barr contacted ICP and 4Rivers
15 directly (and without Board authority) to discuss the transaction with them. These contacts
16 increased to the point that 4Rivers' Chief Executive Officer advised Barrows that Barr had to be
17 included in a proposed meeting to discuss the transaction.

18 20. Defendant Barr also intensively lobbied Laird, the Company's other director, to
19 join with Barr in pursuing the transaction with 4Rivers. Laird, after analyzing the 4Rivers
20 transaction, independently determined that it was not in the best interests of the Company,
21 characterizing it as a "cash grab" of the Company's reserves. Laird also concluded that his
22 physical location near Vancouver, Canada and his background in mining (rather than in
23 alternative energy) made it difficult for him to participate in deliberations regarding the sale of
24 the Company, especially in light of Defendant Barr's growing hostility. He, accordingly, signed
25 a letter of resignation as a director of the Company on May 16, 2008. The Board of Directors of

1 the Company neither requested nor accepted Laird's resignation. Laird promptly reconsidered
2 and, at the request of Barrows, in his capacity as Chairman of the Board of the Company, orally
3 withdrew his resignation letter two days later. Laird continued to perform all his duties as a
4 director of the Company without interruption.

5 21. During the course of negotiations with 4Rivers, the Company's share price
6 sharply declined, reaching a low of \$0.12 on May 19, 2008. Sales arranged by ICP, in an effort
7 to put pressure on the Board of Directors of the Company to accept the 4Rivers proposal, may
8 account for this decline. FINRA, the largest non-governmental regulator for securities firms
9 doing business in the United States, has informed the Company that it is investigating whether
10 improper trading occurred in the Company's shares during this period.

11 22. On May 28, 2008, 4Rivers withdrew its proposal to acquire the Company. By
12 email to Barrows the following day, Defendant Barr stated that he was "horrified" at this
13 occurrence and expressed the view that the offer was at a material premium to the Company's
14 capitalization and may have offered a "soft landing" to the Company's stockholders. As it turns
15 out, Defendant Barr was wholly wrong in his evaluation of 4Rivers' final offer. At the close of
16 the markets on October 1, 2008, the Company's market capitalization was \$20.8 million and the
17 4Rivers' share price had declined by over 30%. Rather than offering a material premium to the
18 Company's stockholders, the transaction, if effected, would have resulted in a substantial loss of
19 value (based on October 1 share values) to the Company's stockholders. The Company would
20 have paid \$12.8 million cash for shares in 4Rivers that are now worth \$9.5 million and given
21 4Rivers 90% of FFEL in exchange for shares in 4Rivers now worth \$8.2 million.

22 23. Thwarted in his efforts to effect the sale of the Company to an ICP client,
23 Defendant Barr, in coordination with ICP and its associates, began a campaign to gain control of
24 the Company by other means. On July 15, 2008, two months after Laird wrote and rescinded his
25 resignation letter, Defendant Barr falsely represented to MDM Corporate Filers, Inc. ("MDM"),

1 the Company's agent for purposes of filing documents with the Securities and Exchange
2 Commission, that Barr had the Company's authority to file a current report on Form 8-K with the
3 Securities and Exchange Commission, stating that Mr. Laird had resigned as a director of the
4 Company on May 16, 2008. On the basis of Defendant Barr's false representation, MDM filed
5 the report electronically, and thereby publicly announced to the financial markets that Laird was
6 no longer a director of the Company. Not only was this filing factually inaccurate, it was
7 unauthorized by the Board or Barrows in his capacity as the Company's Chief Executive Officer.
8 Had Defendant Barr requested permission of the Chairman and Chief Executive Officer to file
9 his proposed Form 8-K on the Company's behalf, such permission would have been denied.

10 24. Upon learning of Defendant Barr's unauthorized filing, Flex Fuels immediately
11 filed an accurate and corrected Form 8-K with the SEC on July 16, 2008, stating that the July 15
12 filing by Defendant Barr had been made without authorization.

13 25. On or about July 22, 2008, Plaintiff Barrows called a special meeting of the Board
14 in order to consider disciplining Defendant Barr for his misconduct in causing the false and
15 unauthorized SEC filing.

16 26. In the face of potential disciplinary proceedings and following the failure of the
17 4Rivers transaction, Defendant Barr then filed a lawsuit against Barrows and Laird personally on
18 July 24, 2008 in the District Court of Clark County, Nevada, seeking, *inter alia*, an injunction to
19 block Barrows and Laird from holding any Board meetings, to avoid all discipline against him so
20 as to permit him to continue to breach his fiduciary duties to the Company, to prevent Laird from
21 acting as a Director, to disrupt legitimate corporate elections, and thereby to force the Company
22 into inaction because, without Laird, the only directors would be Barrows and Defendant Barr,
23 and Defendant Barr would refuse to agree to any proposal made by Barrows. Defendant Barr
24 subsequently amended his complaint to add the Company as a defendant on August 4, 2008.

1 27. Additionally, on or about July 18, 2008, Defendant Barr contacted Merchant
2 Technology Limited ("MTI"), a third-party vendor responsible for managing the remote
3 computer server that houses all of Flex Fuels' emails. Defendant Barr requested that an MTI
4 employee access Barrows' personal email account within the Company's server and provide a
5 copy of the entire mailbox to Defendant Barr. Defendant Barr falsely represented to MTI that he
6 was making such a request on behalf of Flex Fuels when, in fact, Flex Fuels had never
7 authorized that request. After receiving a copy of Barrows' personal mailbox, Defendant Barr
8 specifically asked the MTI employee to search for and provide certain emails from Barrows'
9 account related to Defendant Barr's conflict of interest in the 4Rivers transaction, as well as
10 emails from the account of another Flex Fuels employee. Defendant Barr again falsely
11 represented to MTI that he required this access to protect the Company. Defendant Barr was
12 never authorized by anyone at the Company with such authority or Barrows to request, copy, or
13 view any of these emails.

14 28. In accessing Barrow's emails, Defendant Barr also reviewed draft emails stored
15 by Barrows in his personal email account and took screenshots of Barrows' personal Outlook
16 Inbox. Defendant Barr then attached those draft emails and screenshots to correspondence sent
17 to other Flex Fuel employees, again without the authorization or knowledge of any authorized
18 agent of the Company or Barrows.

19 29. Plaintiffs learned of Defendant Barr's unauthorized access to the Company's
20 email system and to Barrow's private mailbox on or about July 28, 2008. Defendant Barr
21 admitted on July 29, 2008 to Barrows that he had undertaken this unauthorized access.

22 30. Over the past months, Defendant Barr repeatedly has harassed and pestered
23 members of management (which he is not) for operational information that he has no right to
24 receive and that is unrelated to any pending decision of the Board. Such activities by Defendant
25 Barr interfere with management's ability to efficiently and effectively operate the Company, and

1 are undertaken by Barr for the primary purpose of gathering information to use in his challenge
2 to the Board and the day to day management of the Company on behalf of his dissident
3 shareholder group, and are thus not in the Company's best interests but rather in the interests of
4 the dissident shareholder group, which Defendant Barr continually seeks to promote.

5 31. In particular, Defendant Barr pestered management of the Company to extract
6 cash invested in its operating subsidiary, FFEL, so that it would not be available for investment
7 in the Company's biofuels business. Defendant Barr and ICP's objective was to have this cash
8 available to them and ICP's clients, once Defendant Barr and ICP succeeded in gaining control
9 of the Company.

10 32. During this period, Defendant Barr had numerous communications with
11 representatives of ICP and stockholders of the Company in an effort to orchestrate a campaign to
12 force Barrows' resignation and thereby put Defendant Barr and his allies in control of the
13 Company and its cash. Plaintiff is informed and believes that Defendant Barr encouraged
14 representatives of ICP and stockholders of the Company to telephone and write to Barrows
15 accusing him, without basis and often using abusive language, of mismanagement and
16 malfeasance and threatening legal action against him.

17 **FIRST CLAIM FOR RELIEF**

18 **Breach of Fiduciary Duty**
19 **(By Plaintiff Flex Fuels Against Defendant Barr)**

20 33. Plaintiff hereby re-alleges and incorporates by reference paragraphs 1-32 above.

21 34. As a director of Flex Fuels, Defendant Barr owes a fiduciary duty to the Company
22 and its stockholders. Defendant Barr's conduct, as alleged herein, is in breach of his fiduciary
23 duties of care and of loyalty as a Director. Defendant Barr has violated his duty of care by
24 failing to act on an honest, informed basis and in the best interests of the Company, including,
25 but not limited to, by filing without authority an inaccurate Form 8-K, furnishing inside
confidential information to selected stockholders with whom he shares a common economic

1 interest, by seeking to delay and disrupt corporate elections, by accessing, without authorization,
2 the Company's email server and the private email accounts of other Board members and
3 employees and by harassing, interfering with and otherwise preventing members of management
4 from efficiently and effectively performing their duties.

5 35. Defendant Barr has violated his duty of loyalty as a Director by failing to act in
6 good faith in the best interests of the Company and of the shareholders and by acting in his own
7 interest, to the detriment of the Company and its stockholders. Defendant Barr's conduct, as
8 alleged herein, has disrupted the orderly governance of the Company and has caused damage to
9 the value of the Company, in amount to be determined by this Court.

10 36. Pursuant to NRS § 78.138(7), Defendant Barr is personally liable for breaching
11 his fiduciary duties, as alleged herein, as his breach involved intentional misconduct, fraud,
12 and/or a knowing violation of the law. Defendant Barr's conduct, including accessing the private
13 email accounts of other employees and filing a Form 8-K without authorization, was both
14 intentional and a clear, knowing violation of the law.

15 37. As a result of Defendant Barr's conduct, Flex Fuels has suffered, and continues to
16 suffer, monetary damages in amounts impossible to determine and irreparable harm for which it
17 has no adequate remedy at law.

18 **SECOND CLAIM FOR RELIEF**

19 **Interference With Corporate Governance/Request for Injunctive Relief** 20 **(By Plaintiff Flex Fuels Against Defendant Barr)**

21 38. Plaintiff hereby re-alleges and incorporates by reference paragraphs 1-37 above.

22 39. By his conduct, as alleged herein, Defendant Barr has improperly interfered with
23 the governance and business affairs of Flex Fuels and its Board of Directors.

24 40. As a result of Defendant Barr's conduct, Flex Fuels has suffered, and continues to
25 suffer, monetary damages and irreparable harm for which it has no adequate remedy at law.

1 aggregate, this group holds more than five percent of the common stock of Flex Fuels. Despite
2 acting as a group for the purposes of § 13(d), Defendant Barr and his fellow dissident
3 shareholders have never made the requisite disclosures or filings with the SEC.

4 45. By his conduct, as alleged herein, Defendant Barr has therefore violated the
5 Securities Exchange Act, 15 U.S.C. § 78m(d).

6 46. As the issuer corporation, Flex Fuels has standing to seek injunctive relief under §
7 13(d) to require Defendant Barr and his group of dissident shareholders to make the necessary
8 SEC filing and disclosures to Flex Fuels.

9 47. As a result of Defendant Barr's unlawful conduct, Flex Fuels is entitled to
10 injunctive relief enjoining and restraining Defendant Barr or any of the "group" of shareholders
11 from taking any further joint action to acquire, hold, vote or dispose of their Flex Fuels shares
12 until all required SEC filings and disclosures have been made.

13 **FOURTH CLAIM FOR RELIEF**

14 **Violation of Computer Fraud and Abuse Act (18 U.S.C. § 1030)**
15 **(By Plaintiffs Flex Fuels and Barrows Against Defendant Barr)**

16 48. Plaintiffs hereby re-allege and incorporate by reference paragraphs 1-47 above.

17 49. Plaintiffs' computers are "protected computers" within the meaning of 18 U.S.C.
18 § 1030, as they are used in interstate or foreign commerce or communication.

19 50. Defendant Barr, in violation of 18 U.S.C. § 1030(a)(5), intentionally accessed a
20 protected computer without authorization, or exceeded any such authorization, by gaining access
21 to the Company's computer server and the private email accounts of Plaintiff Barrows and
22 others, and thereby unlawfully obtained information from that computer.

23 51. By his conduct as alleged herein, Defendant Barr intentionally or recklessly
24 caused damage to Plaintiffs, including, but not limited to, impairment to the integrity and
25 availability of the Company's email system and the data contained therein, impairment to
Barrows' email account and email communications, and disruption of, and damage to, Plaintiffs'

1 business operations. Defendant Barr's conduct caused losses to Plaintiffs including monetary
2 damages aggregating at least \$5,000 between September 2007 and September 2008, lost revenue
3 and/or goodwill, and losses incurred in responding to Defendant Barr's conduct and the
4 investigation of and/or repair to Plaintiffs' email storage systems. The intended and actual
5 detrimental effects of Defendant Barr's actions occurred, *inter alia*, in the United Kingdom and
6 in Nevada.

7 **FIFTH CLAIM FOR RELIEF**

8 **Violation of Stored Communications Act (18 U.S.C. § 2701)**
9 **(By Plaintiffs Flex Fuels and Barrows Against Defendant Barr)**

10 52. Plaintiffs hereby re-allege and incorporate by reference paragraphs 1-51 above.

11 53. Defendant Barr, in violation of 18 U.S.C. § 2701, knowingly and intentionally
12 accessed without authorization, or exceeded any authorization to access, a facility through which
13 an electronic communication service is provided, and to which Plaintiffs subscribe, as alleged
14 herein.

15 54. Defendant Barr used such unauthorized access to obtain and alter electronic
16 communications while they were in electronic storage in that system. The intended and actual
17 detrimental effects of Defendant Barr's actions occurred, *inter alia*, in the United Kingdom and
18 in Nevada.

19 55. As a result of Defendant Barr's unlawful conduct, Plaintiffs are entitled to
20 compensatory damages, all profits obtained by Defendant Barr as a result of his conduct,
21 punitive damages, and attorneys' fees pursuant to 18 U.S.C. § 2707. Plaintiffs are further
22 entitled to injunctive and declaratory relief enjoining and restraining Defendant Barr from further
23 unauthorized access of Plaintiffs' computer servers and email accounts and ordering that
24 Defendant Barr turn over to Plaintiffs all information and copies thereof obtained from such
25 accounts.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for:

1. Compensatory damages for losses sustained as a result of Defendant Barr's conduct;

2. A preliminary and permanent injunction enjoining Defendant Barr from further interference with the governance and business affairs of Flex Fuels, including enjoining Defendant Barr from:

(a) Seeking to communicate or communicating with third parties as, or holding himself out as, an authorized representative of Flex Fuels;

(b) Seeking to make or publish or making or publishing any statement or representation on behalf of Flex Fuels to any third party, including but not limited to, third parties with which Flex Fuels has a business relationship;

(c) Seeking to access, accessing, or causing any other individual to access, any email account owned or used by Flex Fuels or any employee, officer or director of Flex Fuels, other than his own;

(d) Seeking to file, filing or causing to be filed any further documents with the SEC that are related to Flex Fuels;

(e) Seeking to provide or providing any unauthorized information to any shareholders of Flex Fuels; and

(f) Seeking to take or taking any actions related to the governance of Flex Fuels.

3. An order requiring Defendant Barr to turn over to Plaintiffs all information and copies thereof obtained from any unauthorized access of the Company's computer servers and email accounts;

4. A preliminary and permanent injunction enjoining and restraining Defendant Barr or any of his "group" of shareholders (as defined by 15 U.S.C.A. § 78m(d) and associated Regulations) from taking any further joint action to acquire, hold, vote or dispose of their Flex Fuels shares until all required SEC filings and disclosures have been made;

5. Punitive damages pursuant to 18 U.S.C. § 2707(c);

1 6. Reasonable attorneys' fees and costs; and

2 7. Such other additional relief as the Court deems just and proper.

3 Dated: October 3, 2008

BAILEY KENNEDY
Dennis L. Kennedy
Joshua M. Dickey

5 And

6 MAYER BROWN LLP
Neil M. Soltman

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BRIAN BARROWS

JURY DEMAND

Plaintiffs hereby demand a jury trial in this action.

Dated: October 3, 2008

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And

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